

Travis County Commissioners Court Agenda Request

Voting Session MAY 20, 2008 6/3/08
(Date)

Work Session _____
(Date)

I. A. Request made by: Joseph P. Gieselman
Signature of Elected Official/Appointed Official/
Executive Manager/County Attorney

Phone # 854-9383

B. Requested Text:

Approve setting a Public Hearing on Tuesday, June 3, 2008, to receive comments regarding a request to temporarily close Old Highway 20 in Precinct One for bridge construction beginning June 5, 2008 and continuing through July 24, 2008 or until construction is completed.

C. C. Approved by: _____
Ron Davis, Travis County Commissioner, Precinct One

II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (original and eight (8) copies of agenda request and backup).

B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request. Send a copy of this Agenda Request and backup to them.

Don Ward, TNR (854-9317)

TCSO Dispatch (974-0800)

David Greear, TNR (854-7650)

Manor I.S.D. (278-4085)

Joe Hall, TNR. (854-7648)

Manor Fire Department - ESD 12 (926-1706)

Cheryl McVey, TNR Dispatch (854-9433)

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854 -9106)

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

Human Resources Department (854 -9165)

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

Purchasing Office (854 -9700)

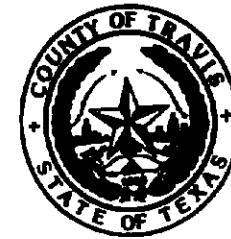
- Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854 -9415)

- Contract, Agreement, Policy & Procedure

RECEIVED
COUNTY JUDGE'S OFFICE
08 MAY 22 PM 1:41

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



TRANSPORTATION AND NATURAL RESOURCES DEPARTMENT
JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 W. 13th St.
Eleventh Floor
P.O. Box 1748
Austin, Texas 78767
(512) 854 -9383
FAX (512) 854 -4697

MEMORANDUM

May 7, 2008

TO: Members of the Commissioners Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM: Steve Manilla, P.E. 
Division Director, Public Works

SUBJECT: Temporary Closure of Old Highway 20 for bridge construction

PROPOSED MOTION:

Approve setting a Public Hearing on Tuesday, June 3, 2008, to receive comments regarding a request to temporarily close Old Highway 20 in Precinct One for bridge construction beginning June 5, 2008 and continuing through July 24, 2008 or until construction is completed.

SUMMARY AND STAFF RECOMMENDATION:

TxDOT has requested that Old Highway 20 be closed at Bridge No. 154, just west of Manor Middle School in order to construct the approach-roadway tie-ins to a new bridge being built parallel to the existing bridge. Staff recommends closing the road to facilitate this construction. Construction is scheduled to begin on June 5, 2008 and continue for an estimated seven weeks to July 24, 2008, or until construction is complete.

ISSUES AND OPPORTUNITIES:

The road closure is necessary for the safety of the construction workers and the motoring public due to the proximity of the road to the construction site.

BUDGETARY ISSUE:

This closure will require some work by Travis County road maintenance crews to post public notices.

REQUIRED AUTHORIZATIONS:

This recommendation is made in accordance with Chapter 251 of the Transportation Code.

BACKGROUND:

None.

EXHIBITS:

Area map showing closure location.

cc: Don Ward
David Greear
Mo Mortazavi
Joe Hall
Howard Herrin



NOTICE OF PUBLIC HEARING

Notice is hereby given that the Travis County Commissioners' Court, Travis County, Texas, will hold a Public Hearing on Tuesday, June 3, 2008, at 9:00 a.m. to consider the temporary closure of Old Highway 20 west of Manor for bridge construction.

The Public Hearing will be held in the Commissioners' Courtroom in the Travis County Administration Building (first floor), 314 West 11th Street, Austin, Texas.

STATE OF TEXAS

§
§
§

COUNTY OF TRAVIS

ORDER _____

WHEREAS, Transportation and Natural Resources has recommended a temporary road closure of Old Highway 20 for bridge construction; and

WHEREAS, a public hearing was held on Tuesday, June 3, 2008, in the Commissioners' Court of Travis County, Texas, following required advance notice prior to the approval of this Order; then

BE IT THEREFORE ORDERED by the Commissioners' Court of Travis County, Texas, that the following road be temporarily closed as listed below:

PRECINCT ONE:

OLD HIGHWAY 20 Temporarily close Old Highway 20 in Precinct One for bridge construction beginning June 5, 2008 and continuing through July 24, 2008 or until construction is completed.

PASSED AND ADOPTED THE _____ DAY OF _____, 2008.

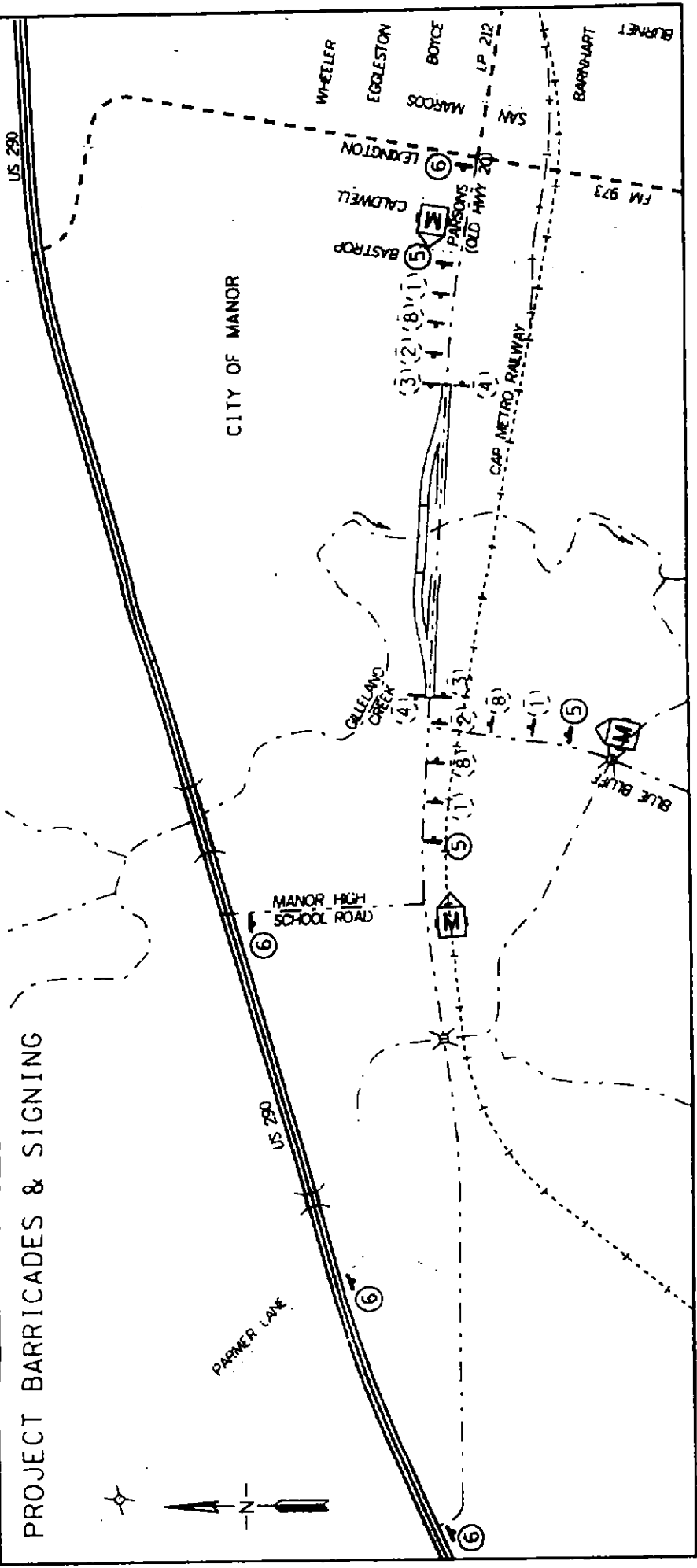
Samuel T. Biscoe
County Judge

Ron Davis
Commissioner, Precinct 1

Sarah Eckhardt
Commissioner, Precinct 2

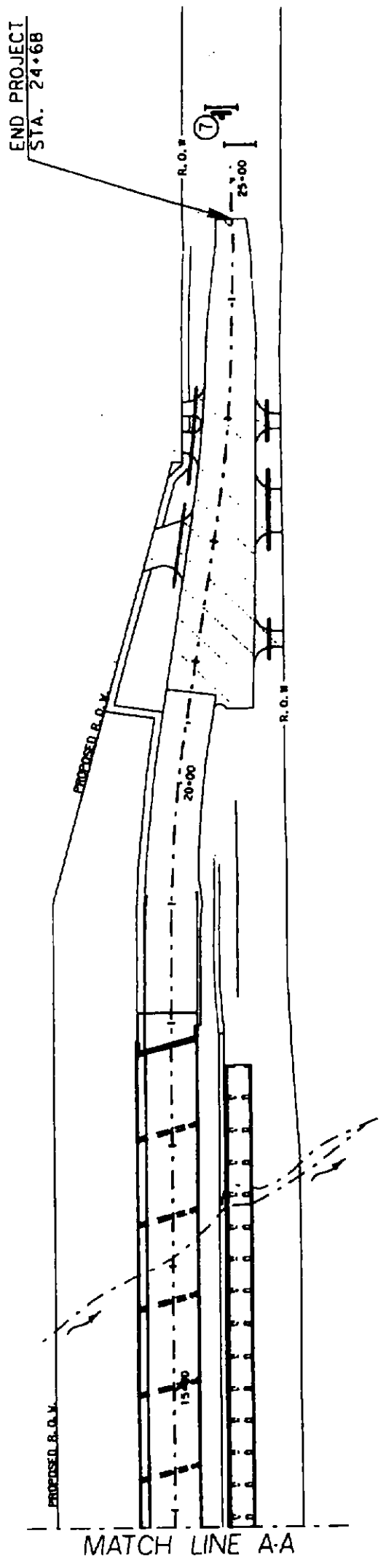
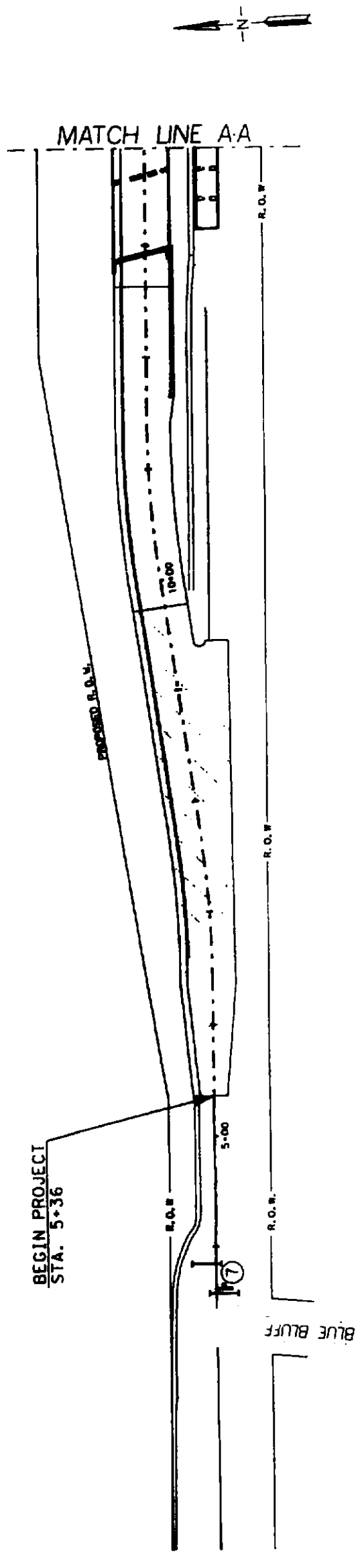
Gerald Daugherty
Commissioner, Precinct 3

Margaret Gomez
Commissioner, Precinct 4



PROJECT BARRICADES & SIGNING

- ① OBSERVE WARNING SIGNS STATE LAW R20-3
- ② ROAD WORK AHEAD CW20-1D
- ③ BEGIN ROAD WORK NEXT X MILES
NAME _____
ADDRESS _____
CITY _____
STATE _____
CONTRACTOR SG20-5T
SG20-6
- ④ END ROAD WORK G20-20
- ⑤ ROAD CLOSED 500 FT CW20-3C
- ⑥ ROAD CLOSED X MILE AHEAD LOCAL TRAFFIC ONLY R11-30
- ⑦ ROAD CLOSED THRU TRAFFIC R11-4
- ⑧ WORK ZONE TRAFFIC FINES DOUBLE G20-9 R20-5 R20-5 PLAQUE



LEGEND

- WORK AREA
- TY III BARRICADE
- CHANNELIZING DEVICE
- DIRECTION OF TRAVEL
- SIGN
- PORTABLE CHANGEABLE MESSAGE SIGN



Bobby A. Ramthun
11.7.07

OLD HWY 20
TRAFFIC CONTROL PLAN
(PHASE II)

Texas Department of Transportation	
SHEET 2 OF	
PROJECT NO.	BR 2004 (692)
DATE	11/7/07
DESIGNED BY	TRAVIS
CHECKED BY	04 064
DATE	CR



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

AFFIDAVIT OF POSTING

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

Public notices of Public Hearing for Temporary Road Closure were posted on

5/9, 2008 at 2 locations on Old Hwy 20
(date) (count) (road name)

each location being as near as practical to the area being affected.

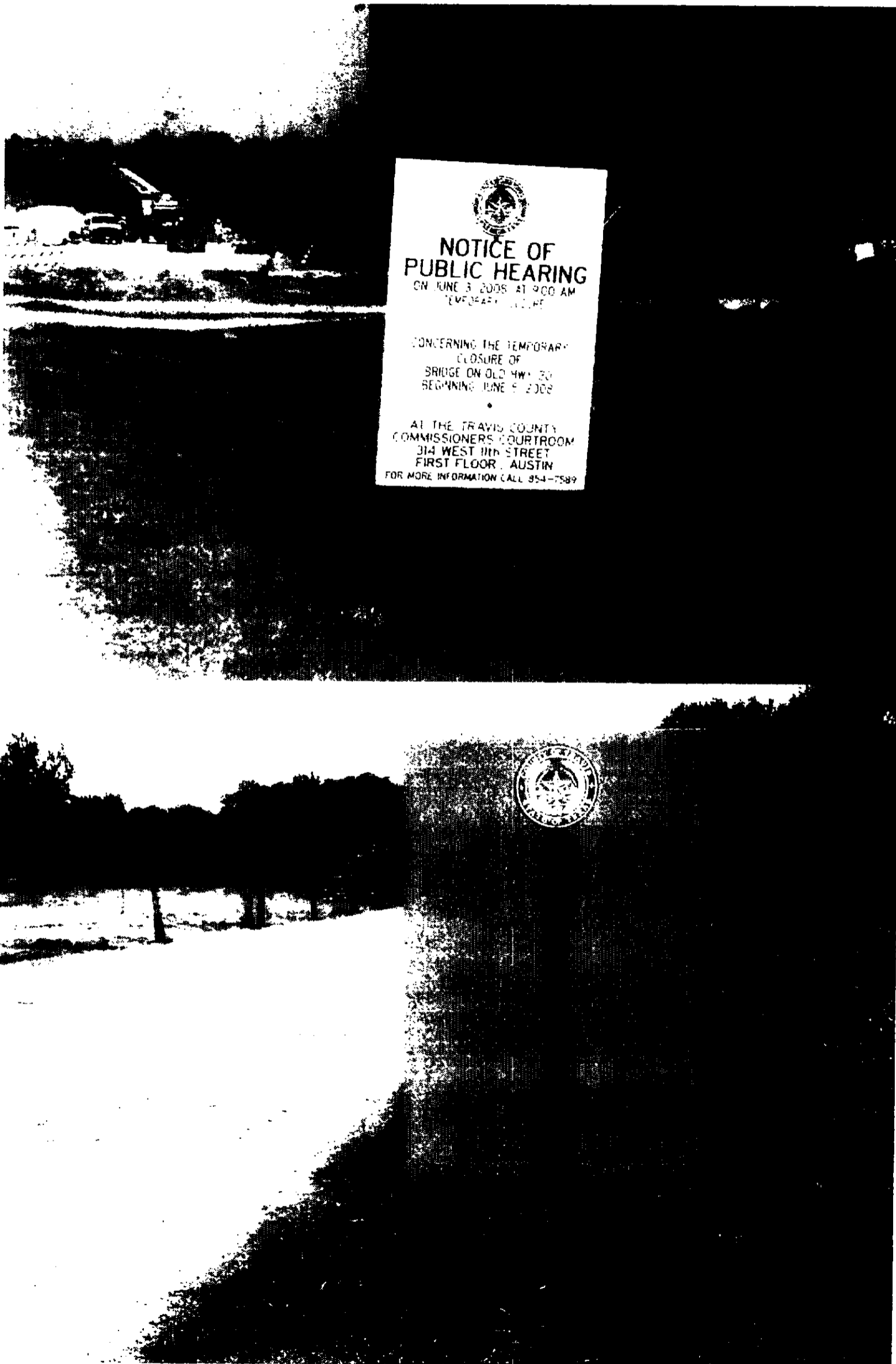
CERTIFIED THIS THE 9th DAY OF May 2008.
(date) (month)

SIGNATURE: David Greear

NAME (print): David Greear

TITLE: Traffic Program Manager

Public Notice Signs on Old Highway 20
5/9/08



2 ✓

AGENDA REQUEST

Please consider the following item for voting session June 3 2008

I. A. Request made by: **Margaret J. Gómez**
Phone # 854-9444

B. Requested text:

**APPROVE RESOLUTION RECOGNIZING THE 8th ANNUAL
FATHER'S DAY RALLY AND PARADE.**

C. Approved by: Margaret J. Gómez by ea
Margaret J. Gómez, Commissioner Precinct 4

II. A. Is backup material attached? YES ___ NO ___

Any backup material to be presented to the court must be submitted with this Agenda Request (Original and eight copies).

B. Have the agencies affected by this request been invited to attend the Voting Session ? YES ___ NO ___ Please list those contacted and their telephone

III. **BUDGET REQUEST.** If your request involves any of the following, Please check appropriately:

___, ADDITIONAL FUNDING

___, TRANSFER OF FUNDS WITHIN YOUR DEPARTMENT BUDGET

___, A CHANGE IN YOUR DEPARTMENT'S PERSONNEL

The County Human Resources department (473-9165) and/or the Planning and Budget Office (473-9106) must be notified prior to submission of this agenda request.

RECEIVED
COUNTY CLERK'S OFFICE
08 MAY 28 AM 11:30

3

Travis County Commissioners Court Agenda Request

Voting Session June 3, 2008
(Date)

Work Session _____
(Date)

I. Request:

Request made by: Alicia Perez, Executive Manager Phone # 854-9343
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney.

Requested text:

Review and approve the immediate release of reimbursement payment to United Health Care for claims paid for participants in the Travis County Employee Health Care Fund for payment of \$401,771.55, for the period of May 16, 2008 to May 22, 2008.

Approved by: _____
Signature of Commissioner or County Judge

II. Additional Information:

- A. Backup memorandum is attached.
- B. Affected agencies and officials.

Linda Moore-Smith	854-9170
Dan Mansour	854-9499
Susan Spataro	854-9125
Christian Smith	854-9465

III. Required Authorizations: Checked if applicable:

- _____ Planning and Budget Office (854-9106)
- _____ Human Resources Management Department (854-9165)
- _____ Purchasing Office (854-9700)
- _____ County Attorney's Office (854-9415)
- _____ County Auditor's Office (854-9125)

RECEIVED COUNTY JUDGE'S OFFICE
08 MAY 27 PM 3:14

**TRAVIS COUNTY
RECOMMENDATION FOR TRANSFER OF FUNDS**

DATE: June 3, 2008

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: May 16, 2008 to May 22, 2008

REIMBURSEMENT REQUESTED FOR THIS PERIOD: \$401,771.55

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 \$401,771.55

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
MAY 16, 2008 TO MAY 22, 2008**

-

- Page 1. Detailed Recommendation to Travis County Auditor for transfer of funds.**
- Page 2. Notification of amount of request from United Health Care (UHC).**
- Page 3. Last page of the UHC Check Register for the Week.**
- Page 4. List of payments deemed not reimbursable.**
- Page 5. Journal Entry for the reimbursement.**

**TRAVIS COUNTY
RECOMMENDATION FOR TRANSFER OF FUNDS**

DATE: June 3, 2008
 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: May 16, 2008
 TO: May 22, 2008

REIMBURSEMENT REQUESTED: \$ 401,771.55

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:	\$ 1,159,642.60
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT: May 27, 2008	\$ (757,871.22)
Adjust to balance per UHC	\$ 0.17
TOTAL REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**:	\$ 401,771.55
PAYMENTS DEEMED NOT REIMBURSABLE	\$ -
TRANSFER OF FUNDS REQUESTED:	<u>\$ 401,771.55</u>

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

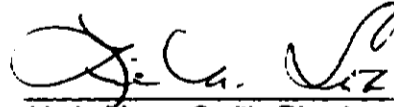
All claims over \$25,000 (3 this week totaling \$139,207.71) have been audited for data entry accuracy and the following information is correct for each claim audited: date of service, eligibility, nature of service, name of and amount billed by provider, amount billed by date and amount paid by UHC.

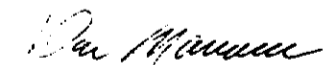
Fifteen percent (15%) of all claims under \$25,000 (\$44,770.61) have been audited for data entry accuracy and the following information is correct for each claim identified for this random review: date of service, eligibility, nature of service, name of and amount billed by provider, date and amount paid by UHC. Claims in this random audit met the above requirements but may qualify for more detailed analysis through other resources.

All claims have been reviewed to determine if they have exceeded the \$175,000 stop loss limit. For claims that have exceeded the limit, it has been verified that UHC has complied with the contract. This week credits for stop loss and other reimbursements totaled \$96,926.44.


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

I certify that all data listed on this recommendation for transfer of funds is correct and that the payments shown have been made solely for the purpose of health insurance claims.


 Linda Moore Smith, Director Date 5-27-08


 Dan Mansour, Risk Manager Date 5-27-08


 Cindy Purinton, Benefit Contract Administrator Date 5-23-08


 Norman McRee, Financial Analyst Date 5/23/08

** 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.

CUSTOMERS WHO NORMALLY FUND ON MONDAY WILL BE ASKED TO DO SO ON FRIDAY ACCORDING TO THE MEMORIAL DAY HOLIDAY ACCELERATED SYSTEM FEED SCHEDULE.

TO: NORMAN MCREE
FAX NUMBER: (512) 854-3128
PHONE: (512) 854-3828

FROM: UNITED HEALTH GROUP
AB5

NOTIFICATION OF AMOUNT OF REQUEST FOR: TRAVIS COUNTY

DATE: 2008-05-23 REQUEST AMOUNT: \$1,159,642.60

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

CALCULATION OF REQUEST AMOUNT	
+ ENDING BANK ACCOUNT BALANCE FROM: 2008-05-22	\$805,751.95
- REQUIRED BALANCE TO BE MAINTAINED:	\$1,938,718.00
+ PRIOR DAY REQUEST:	\$00.00
<hr/>	
= UNDER DEPOSIT:	\$1,132,966.05
+ CURRENT DAY NET CHARGE:	\$26,676.55
+ FUNDING ADJUSTMENTS:	\$00.00
<hr/>	
REQUEST AMOUNT:	\$1,159,642.60

ACTIVITY FOR WORK DAY: 2008-05-16

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$22,194.76-	\$00.00	\$22,194.76-
TOTAL:	\$22,194.76-	\$00.00	\$22,194.76-

ACTIVITY FOR WORK DAY: 2008-05-19

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$90,132.76	\$00.00	\$90,132.76

UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2008_05_22

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	1.58	Q3	1064771	A	3	5/20/2008	100	5/22/2008	5/22/2008
701254	632	0.91	Q3	2007781	AI	3	5/21/2008	100	5/23/2008	5/22/2008
701254	632	0.8	UU	56297802	AH	1	5/8/2008	20	5/21/2008	5/22/2008
701254	632	0.8	Q2	93176471	AH	7	5/16/2008	100	5/20/2008	5/22/2008
701254	632	0.28	UU	61134361	AH	6	5/15/2008	20	5/22/2008	5/22/2008
701254	632	0.28	Q3	205741	AH	1	5/20/2008	100	5/22/2008	5/22/2008
701254	632	0.22	Q2	94852502	AH	7	5/19/2008	100	5/21/2008	5/22/2008
701254	632	-12.13	O7	93564311	AH	7	5/17/2008	50	5/23/2008	5/22/2008
701254	632	-45.94	NN	SSN0000CAL		0	5/13/2008	600	5/19/2008	5/22/2008
701254	632	-46.69	Q2	1454981	A	17	5/14/2008	50	5/20/2008	5/22/2008
701254	632	-82.99	NN	SSN0000CAL		0	5/16/2008	600	5/22/2008	5/22/2008
701254	632	-85.1	Q2	26233902	AH	1	5/14/2008	50	5/20/2008	5/22/2008
701254	632	-110.82	Q0	59445831	AH	8	11/7/2007	50	5/22/2008	5/22/2008
701254	632	-199.2	NN	SSN0000CAL		0	5/13/2008	600	5/19/2008	5/22/2008
701254	632	-382	UT	85729311	A	11	5/16/2008	50	5/22/2008	5/22/2008
701254	632	-982.66	O7	1570801	AH	6	5/15/2008	50	5/21/2008	5/22/2008
701254	632	-4660.2	UU	688821	A	2	5/16/2008	50	5/22/2008	5/22/2008
701254	632	-15238.1	US	16321362	AH	5	5/9/2008	50	5/19/2008	5/22/2008
701254	632	-75080.61	NN	SSN0000CAL		0	5/13/2008	600	5/19/2008	5/22/2008

401,771.55

Travis County Hospital and Insurance Fund - County Employees

UHC Payments Deemed Not Reimbursable

For the payment week ending: 05/22/2008

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

Travis County - Hospital and Self Insurance Fund (526)

Journal Entry for the Reimbursement to United Health Care

For the payment week ending: 5/22/2008

TYPE	MEMBER TYPE	TRANS_AMT
CEPO		
	EE	
	526-1145-522.45-28	30,443.08
	RR	
	526-1145-522.45-29	7,817.64
Total CEPO		\$38,260.72
EPO		
	EE	
	526-1145-522.45-20	77,703.19
	RR	
	526-1145-522.45-21	14,955.12
Total EPO		\$92,658.31
PPO		
	EE	
	526-1145-522.45-25	257,129.48
	RR	
	526-1145-522.45-26	13,723.04
Total PPO		\$270,852.52
Grand Total		\$401,771.55

Travis County Commissioners Court Agenda Request

Voting Session 6/3/08
(Date)

Work Session _____
(Date)

I. Request made by:

Alicia Perez, Executive Manager, Administrative Operations Phone # 854-9343
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

- A. Routine Personnel Actions
- B. Non-Routine Personnel Action

Revision to CC approved action on 4/15/08. Sheriff's Office – POPS Policy - Travis County Code § 10.0295 (d)(3)

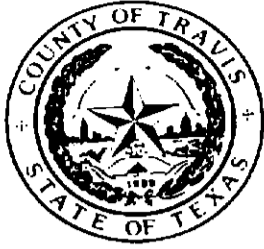
Approved by: _____
Signature of Commissioner(s) or County Judge

II. Additional Information

- A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (original and eight copies of request and backup).
- B. List all of the agencies or official names and telephone numbers that might be affected or be involved with the request. Send a copy of request and backup to each party listed.

III. Required Authorizations: Please check if applicable:

- _____ Planning and Budget Office (854-9106)
- _____ Human Resources Management Department (854-9165)
- _____ Purchasing Office (854-9700)
- _____ County Attorney's Office (854-9415)
- _____ County Auditor's Office (854-9125)



Human Resources Management Department

1010 Lavaca Street, 2nd Floor

• P.O. Box 1748

• Austin, Texas 78767

• (512) 854-9165 / FAX(512) 854-4203

June 3, 2008

ITEM # :

DATE: May 23, 2008

TO: Samuel T. Biscoe, County Judge
Ron Davis, Commissioner, Precinct 1
Sarah Eckhardt, Commissioner, Precinct 2
Gerald Daugherty, Commissioner, Precinct 3
Margaret Gomez, Commissioner, Precinct 4

VIA: Alicia Perez, Executive Manager, Administrative Operations

FROM: Linda Moore Smith, Director, HRMD

SUBJECT: Weekly Personnel Amendments

Attached are Personnel Amendments for Commissioners Court approval.

A. Routine Personnel Actions – Pages 2 – 4.

B. Non-Routine Personnel Action

Revision to CC approved Non-Routine Personnel Action on 4/15/08 for POPS employee to be placed on Step 3 - Travis County Code § 10.0295 (d)(3)(a)(b). Employee should have been placed on Step 5 instead of Step 3 based on relevant years of experience and TCLEOSE license. HRMD has reviewed supporting documentation; PBO has confirmed sufficient funds. Pages 5 - 6.

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

LMS/LAS/clr

Attachments

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

WEEKLY PERSONNEL AMENDMENTS -- ROUTINE

NEW HIRES				
Dept.	Slot	Position Title	Dept. Requests Level/Salary	HRMD Recommends Level/Salary
County Atty	89	Law Clerk I Part-time	14 / Minimum / \$15,778.26	14 / Minimum / \$15,778.26
Criminal Courts	134	Chem Dependency Counselor**	15 / Level 1 / \$34,777.60	15 / Level 1 / \$34,777.60
Juvenile Court	279	Juvenile Detention Ofcr I**	11 / Level 2 / \$27,310.40	11 / Level 2 / \$27,310.40
Juvenile Court	282	Juvenile Detention Ofcr I**	11 / Level 3 / \$28,100.80	11 / Level 3 / \$28,100.80
Sheriff	861	Cadet**	80 / Step 1 / \$33,750.91	80 / Step 1 / \$33,750.91
Tax Collector	95	Tax Specialist I	12 / Minimum / \$27,573.10	12 / Minimum / \$27,573.10
Tax Collector	128	Tax Specialist I	12 / Level 1 / \$28,392.00	12 / Level 1 / \$28,392.00
* Temporary to Regular			** Actual vs Authorized	

TEMPORARY APPOINTMENTS					
Dept.	Slot	Position Title	Dept. Requests Grade/Salary	HRMD Recommends Grade/Salary	**Temporary Status Type Code
County Clerk	20340	Elec Clk – Ery Vting Clk	6 / \$9.00	6 / \$9.00	02
County Clerk	20662	Elec Clk – Operations Clk II	7 / \$10.00	7 / \$10.00	02
County Clerk	50224	Office Asst	8 / \$10.45	8 / \$10.45	05
Fac Mgmt	20025	Groundskeeper	7 / \$10.00	7 / \$10.00	02
HHS	20023	Admin Svcs Div Dir	24 / \$42.00	24 / \$42.00	02
Tax Collector	50063	Volunteer Coord	14 / \$15.17	14 / \$15.17	05
**Temporary Status Type Codes: (Temporary less than 6 mos. = 02) (Project Worker more than 6 mos. = 05, includes Retirement Benefits).					

PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS				
Dept. (From)	Slot – Position Title – Grade – Salary	Dept. (To)	Slot – Position Title – Grade – Salary	Comments
Comm Pct 3	Slot 2 / Executive Asst – Elctd Official / Grd 18 / \$50,148.58	Comm Pct 3	Slot 2 / Executive Asst – Elctd Official / Grd 18 / \$50,190.60	Salary adjustment. Pay is between min and midpoint of pay grade.
Juvenile Court	Slot 165 / Juvenile Res Trt Ofcr I* / Grd 11 / \$29,920.40	Criminal Courts	Slot 140 / Intake Officer / Grd 13 / \$30,920.40	Promotion. Pay is between min and midpoint of pay grade.
Juvenile Court	Slot 257 / Juvenile Res Trt Ofcr Sr / Grd 14 / \$36,620.51	Juvenile Court	Slot 168 / Juvenile Probation Ofcr II / Grd 14 / \$36,620.51	Lateral transfer. Employee transferred to different slot, different position, same department, same pay grade, retains current pay.
Juvenile Court	Slot 367 / Chem Dependency Counselor Sr / Grd 16 / \$43,973.44	Juvenile Court	Slot 148 / Counselor Sr / Grd 16 / \$43,973.44	Lateral transfer. Employee transferred to different slot, different position, same department, same pay grade, retains current pay.
Juvenile Court	Slot 524 / Business Analyst II / Grd 21 / \$56,759.83	Juvenile Court	Slot 524 / Business Analyst II / Grd 21 / \$56,759.83	Travis County Code § 10.03012 - Temporary assignment. Department requests an extension for an additional 6 months ending on 12/1/08.
PBO	Slot 4 / Assistant Budget Manager / Grd 24 / (Part-time) \$62,234.83	PBO	Slot 4 / Assistant Budget Manager / Grd 24 / (Full-time) \$82,979.77	Status change from part-time to full-time (30 to 40 hours). Pay is between midpoint and max of pay grade.
Sheriff	Slot 917 / Phys Asst / Nurse Pract / Grd 24 / (Full-time) \$84,747.94	Sheriff	Slot 917 / Phys Asst / Nurse Pract / Grd 24 / (Part-time) \$42,373.97	Status change from full-time to part-time (40 to 20 hours). Pay is between midpoint and max of pay grade.
Tax Collector	Slot 128 / Tax Specialist I / Grd 12 / (Full-time) \$29,867.88	Tax Collector	Slot 53 / Tax Specialist I / Grd 12 / (Part-time) \$22,400.91	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade. Status change from full-time to part-time (40 hrs to 30 hrs). Pay is between min and midpoint of pay grade.
* Actual vs Authorized				

PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS				
Dept. (From)	Slot – Position Title – Grade – Salary	Dept. (To)	Slot – Position Title – Grade – Salary	Comments
TNR	Slot 152 / Equipment Operator / Grd 10 / \$25,370.34	TNR	Slot 88 / Equipment Operator Sr / Grd 11 / \$28,870.40	Promotion. Pay is between min and midpoint of pay grade.
TNR	Slot 180 / Engineering Tech / Grd 13 / \$31,419.04	TNR	Slot 598 / Engineering Spec / Grd 17 / \$39,811.20	Promotion. Pay is between min and midpoint of pay grade.
TNR	Slot 277 / Equipment Operator / Grd 10 / \$27,191.28	TNR	Slot 154 / Equipment Operator Sr / Grd 11 / \$28,870.40	Promotion. Pay is between min and midpoint of pay grade.
TNR	Slot 484 / Road Maint Worker / Grd 8 / \$22,277.32	TNR	Slot 479 / Equipment Operator / Grd 10 / \$25,521.60	Promotion. Pay is between min and midpoint of pay grade.
* Actual vs Authorized				

AD HOC CLASSIFICATION CHANGE							
		Current			HRMD Recommends		
Dept.	Slot #	Auth Position Title / Position #	FLSA	Pay Grade	Position Title / Position #	FLSA	Pay Grade
ITS	75	Planner / Mgmt / Res Spec Sr / 18496	E	18	Planner Sr / 20452	E	20
Department requested in order to meet departmental needs. PBO has confirmed funding.							

THIS SECTION INTENTIONALLY LEFT BLANK.

NON-ROUTINE – POPS STEP CHANGE				
Dept. (From)	Slot – Position Title – Grade – Salary	Dept. (To)	Slot – Position Title – Grade – Salary	Comments
Sheriff	Slot 303 / Corrections Officer / Grd 81 / \$40,734.10	Sheriff	Slot 303 / Corrections Officer / Grd 81 / \$42,757.10	Revision to CC approved action on 4/15/08. POPS step change should have been to step 5 instead of step 3. HRMD reviewed supporting documents. Travis County Code § 10.0295 (d)(3)(b).

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

Samuel T. Biscoe, County Judge

Ron Davis, Commissioner, Pct. 1

Sarah Eckhardt, Commissioner, Pct. 2

Gerald Daugherty, Commissioner, Pct. 3

Margaret Gomez, Commissioner, Pct. 4



GREG HAMILTON
TRAVIS COUNTY SHERIFF

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

JAMES N. SYLVESTER
Chief Deputy

SCOTT BURROUGHS
Major - Law Enforcement

DARREN LONG
Major - Corrections

MARK SAWA
Major - Administration & Support

May 9, 2008

MEMORANDUM

TO: Linda Moore Smith, Director, HRMD
FROM: Deborah Rich, H.R. Manager
SUBJECT: Slot 303 Step 5 Based on Prior Experience

The Sheriff's Office submitted documentation to place Slot 303 on Step 3 of the POPS effective April 1, 2008 based on the new POPS Policy that went into effect in December, 2007. We inadvertently overlooked several years of prior experience that has which will place at Step 5. I am requesting approval of the prepared PAF's placing on Step 5, effective April 1, 2008.

Should you have any questions or need additional information, please do not hesitate to contact me.

/dr
cc: Luane Shull, HRMD



Safety, Integrity, Tradition of Service

Travis County Commissioners Court Agenda Request

Voting Session June 3, 2008 Work Session _____
(Date) (Date)

I. A. Request made by: Alicia Perez Phone # 49343
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

B. Requested Text: CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST FOR LICENSE AGREEMENT WITH ALISON CREWS FOR USE OF THE HEMAN MARION SWEATT COURTHOUSE SEVENTH FLOOR ON JUNE 8, 2008 FOR A FILM SHOOT.

C. Approved by:

Signature of Commissioner(s) or County Judge

II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (Original and eight copies of agenda request and backup).

B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request. Send a copy of this Agenda Request and backup to them:

- Tenley Aldredge, Assistant County Attorney. (49415)
- Roger A. El Khoury, M.S., P.E., Director, Facilities Management Department (44579)
- John Carr, Administrative Director, Facilities Management Department (44772)
- Lt Wes Priddy, Courthouse Security, TCSO (49291)
- Dan Mansour, Risk Manager, HRMD (49165)
- Peg Liedtke, Civil Courts Administrative Director. (49300)

III. Required Authorizations: Please check if applicable:

- _____ Planning and Budget Office (473-9106)
- _____ Additional funding for any department or for any purpose
- _____ Transfer of existing funds within or between any line item budget
- _____ Grant
- _____ Human Resources Department(473-9165)
- _____ A change in your department's personnel (reclassifications, etc.)
- _____ Purchasing Office (473-9700)
- _____ Bid, Purchase Contract, Request for Proposal, Procurement
- _____ County Attorney's Office (473-9415)
- X _____ Contract, Agreement, Policy & Procedure

RECEIVED
COUNTY CLERK
08 MAY 29 PM 3:20

FACILITIES MANAGEMENT DEPARTMENT

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



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

MEMORANDUM

TO: Commissioners Court

VIA: Alicia Perez, Executive Manager Administrative Operations

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

DATE: May 21, 2008

A handwritten signature in black ink, appearing to read "Roger El Khoury", is written over the "FROM:" line.

SUBJECT: License Agreement – Film Shoot – Heman Marion Sweatt Courthouse

Proposed Motion:

Consider and take appropriate action on request for license agreement with Alison Crews for use of the Heman Marion Sweatt Courthouse seventh floor on June 8, 2008 for a film shoot.

Summary and Staff Recommendation:

Facilities Management Department recommends approval of the license agreement at Exhibit One. This license agreement will allow Alison Crews, an individual residing in the State of Texas, to use the seventh floor of the Heman Marion Sweatt Courthouse, the "Old County Jail", for a film shoot on Sunday, June 8, 2008. The short film is loosely based on the novel "Anthem" written by Ayn Rand. Ms. Crews has agreed to provide a check in the amount of \$100 within 10 days of the approval of the license agreement as specified. She has also provided signed release of liability forms for use of County property for all members of her crew (sample at Exhibit B-1). There are no anticipated costs to the County associated with this film shoot.

Required Authorizations:

LEGAL: Tenley Aldredge, Assistant County Attorney

BUDGET: N/A

PURCHASING: N/A

Exhibits:

1. License Agreement with attached Exhibits B-1 & B-2

LICENSE AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

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

WITNESSETH

THAT WHEREAS, County is the owner of the Heman Marion Sweatt Courthouse located at 1000 Guadalupe Street, Austin, Texas (the "Property"); and

WHEREAS, Licensee desires to film one or more scenes in and on that portion of the Property known as the "Old County Jail," in connection with the production of an independent "short" film project, and County desires to allow Licensee use of the Property for such purpose; and

WHEREAS, Licensee fully understands both the historical significance and the security considerations of the Property and intends to fully cooperate and take whatever steps are necessary to minimize all impacts upon the Property during Licensee's use and to restore said Property to its original condition after Licensee has completed filming.

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

1.0 GRANT OF LICENSE

1.1 County hereby grants a license to Licensee and its agents, independent producers, contractors, and suppliers to enter, use and by means of film, video, tape or any other method, photograph the following specified areas of the Property in connection with the production of a student film tentatively entitled "Anthem," a synopsis and script of which is attached hereto as **Exhibit "A"** (the "License"): (i) the seventh floor of the Property, known as the "Old County Jail," together with all necessary adjacent hallways and common areas.

1.2 Such production, and all exhibition, distribution, advertising, and exploitation products or services created or produced in connection therewith, shall be the sole property of Licensee, without exception and in perpetuity, and may be

exploited in all media and markets and in all forms, whether known, unknown, or hereafter created. The License includes the right to bring onto the Property and to utilize thereon personnel, personal property, materials and equipment, including but not limited to props and temporary sets during the term of the License.

1.3 Licensee agrees to make no structural changes to any portion of the Property licensed hereunder. However, the License allows for superficial preparation to be made to the Property to facilitate Licensee's storyline and production needs as well as the right to use special effects in furtherance of the storyline. Licensee agrees to leave the Property in the same and as good a condition as when it was received, normal wear and tear excepted, as determined by existing County policy.

1.4 Licensee agrees to take all reasonable measures to minimize noise and any other type of interference with or disruption of normal courthouse business for the duration of the license term. Licensee's disregard of courthouse staff requests to reduce the amount of noise or other disturbance caused by Licensee's activities may be grounds for revocation of the License. In addition, Licensee agrees to take particular care with respect to the disconnected drains located in the licensed area, and agrees not to place any liquids or other substances in the drains or to permit any liquids or other substances to be placed therein.

1.5 Licensee acknowledges and agrees that permission to use the County Property for the purposes described herein may be immediately revoked if the motion picture named above contains any content that, in the opinion of the Travis County Commissioners Court, or any of their designated representatives, is obscene, offensive, defamatory, harassing, malicious or that would reflect adversely on the reputation and dignity of Travis County.

1.6 Licensee acknowledges and agrees that Licensee shall be solely responsible at all times for the actions and the safety of those persons utilizing the Property under this Agreement, including, without limitation, protecting such persons from injury or death and protecting County's property and the property of such persons from loss or damage.

2.0 TERM OF LICENSE

2.1 The License is granted for a five-hour period on one day, Sunday, June 8, 2008, beginning at approximately 8:00 a.m. and terminating at approximately 1:00 p.m.; provided, however, such term is subject to postponement and/or rescheduling due to any cause or reason beyond the control of Licensee or as determined to be necessary or convenient by County.

3.0 PAYMENT TO COUNTY

3.1 In consideration of the License granted hereunder, Licensee shall pay to Travis County the amount of ONE HUNDRED AND NO/100 (\$ 100.00) per day to cover County's administrative, utilities and related costs.

3.2 In addition, Licensee shall provide, at its own additional expense, and if appropriate given the License scope, traffic control, garbage removal, and security personnel through the employment of the necessary number of off-duty Travis County Sheriff's officers, or other qualified security personnel, as well as at least one dedicated FMD employee on or in the vicinity of the Property during Licensee's use of the Property as reasonably necessary to ensure the safety and integrity of the persons and property brought onto the Property for the purposes authorized under this Agreement.

3.3 Licensee shall pay County the sum set forth in this Section 3.0 within ten (10) days of execution of this Agreement. If there are any expenses incurred by County above the expenses set forth herein, County shall invoice Licensee for the actual costs so incurred, and Licensee shall remit payment to County for the invoice amounts within thirty (30) days of receipt of invoice(s).

4.0 SMOKING

4.1 THERE SHALL BE NO SMOKING IN THE COURTHOUSE AT ANY TIME. LICENSEE AGREES NOT TO USE ANY EQUIPMENT OR MATERIAL THAT IS INTENDED TO PRODUCE AN OPEN FLAME.

5.0 PERMITS

5.1 Licensee shall be solely responsible for the costs and the securing of any permits required by the City of Austin or other local governmental entities for use of the Property under this Agreement.

6.0 USE AND REPAIRS

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

7.0 CONTROL OF TRAVIS COUNTY

7.1 Licensee shall at all times obey the direction and commands of the Travis County Sheriff and the Executive Manager of the Travis County Administrative Operations Department, or their designated representatives, while on or in the vicinity of the Property.

7.2 Any disregard of the directions, restrictions, rules or regulations referenced in this Section 7 shall be grounds for immediate revocation of the License granted hereunder.

8.0 INDEMNIFICATION

8.1 LICENSEE AGREES TO AND SHALL INDEMNIFY, SAVE AND HOLD HARMLESS, AND DEFEND COUNTY, ITS AGENTS, OFFICIALS AND EMPLOYEES FROM ANY AND ALL NEGLIGENCE, LIABILITY, LOSS, COSTS, CLAIMS, INCLUDING ATTORNEYS FEES, OR EXPENSES OF WHATEVER TYPE OR NATURE FOR PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE, ARISING IN WHOLE OR IN PART OUT OF ANY AND ALL ACTS OF COMMISSION OR OMISSION OF LICENSEE, ITS AGENTS OR EMPLOYEES, ARISING OUT OF IN CONNECTION WITH THIS AGREEMENT OR LICENSEE'S USE OF THE PROPERTY FOR WHICH A CLAIM, INCLUDING ATTORNEYS FEES, DEMAND, SUIT OR OTHER ACTION IS MADE OR BROUGHT BY ANY PERSON, FIRM, CORPORATION, OR OTHER ENTITY AGAINST LICENSEE OR COUNTY.

9.0 LIABILITY

9.1 Licensee has provided County with waivers of liability executed by all persons entering the Property under this License for the purpose set forth herein, a sample of which is attached hereto collectively as **Exhibit B-1** and incorporated herein. Licensee has also provided a Letter of Explanation of the Project, attached hereto as **Exhibit B-2** and incorporated herein.

10.0 NON-ASSIGNMENT OF RIGHTS

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

11.0 AMENDMENTS

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

12.0 SAFETY

12.1 County reserves the right to prohibit persons from driving on, entering or otherwise using the Property at any time safety may be a concern.

13.0 NON-WAIVER AND RESERVATION OF RIGHTS

13.1 No act or omission by Licensor may constitute or be construed as a waiver of any breach or default of Licensee which then exists or may subsequently exist. The failure of either party to exercise any right or privilege granted in this Agreement shall not be construed as a waiver of that right or privilege.

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

14.0 VENUE AND CHOICE OF LAW

14.1 The obligations and undertakings of each of the parties to this Agreement are performable in Travis County, Texas, and this Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any dispute arising out of this Agreement will lie in the appropriate court of Travis County, Texas.

15.0 NOTICES

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

15.2 Licensee Address. The address of Licensee for all purposes under this Agreement shall be:

Alison Crews
Producer
2308 Rio Grande #305
Austin, Texas 78705
(210) 416-8994

15.3 Licenser Address. The address of Licenser for all purposes and all notices under this Agreement shall be:

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

15.4 Change of Address. Each Party may change the address for notice to it by giving notice of the change in compliance with this Section.

16.0 MEDIATION

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

17.0 SEVERABILITY

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

18.0 ENTIRETY OF AGREEMENT

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

IN WITNESS WHEREOF, Licensor and Licensee have duly executed this Agreement effective as of the later date set forth below (the "Effective Date").

TRAVIS COUNTY, TEXAS

LICENSEE:

By: _____

Samuel T. Biscoe
Travis County Judge

Date: _____

By: _____

Alison Crews
Title: Producer

Date: _____

Exhibit A

Film Synopsis

The short film is loosely based on the novel, "Anthem" written by Ayn Rand.

"Anthem" is Ayn Rand's classic tale of a dystopian future. This story depicts a man who seeks escape from a society in which individuality has been destroyed. Rand expertly shows how collectivism destroys freedom and individuality. Her philosophy is simple: "planning" is a synonym for "collectivism," and "collectivism" is a metaphor for communism and tyranny.

Exhibit B-1

STATE OF TEXAS §

COUNTY OF TRAVIS §

RELEASE OF LIABILITY FOR USE OF COUNTY PROPERTY

In consideration of Travis County, Texas, allowing use of certain County Property located in Travis County, Texas (the "Property"), for purposes of filming scenes for an independent "short" film project on Sunday, June 8, 2008 from approximately 8:00 a.m. until approximately 1:00 p.m., the undersigned individual (the "Licensee"), agrees to and shall release, waive, discharge and covenant not to sue Travis County, Texas, and its officers, agents, employees or servants for all personal injury, death or property damage that may occur while the Licensee is for any purpose utilizing the Property. The term "Property" means the seventh floor of the Heman Marion Sweatt Travis County Courthouse, known as the "Old County Jail," together with all necessary adjacent hallways and common areas.

As required by the Travis County Sheriff's Office and/or the Courthouse administrative staff, the Licensee agrees to take all reasonable measures to minimize noise and any other type of interference with or disruption of normal TCCC business for the duration of the license term. In addition, the Licensee, and all crew members and other persons utilizing the County Property in connection with the production activities described above, shall at all times obey the direction and commands of the Travis County Sheriff, or his designated representatives, while on or in the vicinity of the Property. Any disregard of the directions, restrictions, rules or regulations referenced herein shall be grounds for immediate revocation of the permission granted hereunder.

The undersigned agrees that this release shall bind the undersigned, his assigns, heirs, and next of kin.

This release extends to any personal injury, death or property damage sustained by the undersigned that was caused from either the negligence or intentional tort of Travis County, Texas, or its officers, agents, employees or servants, whether so identified or not; to any premises or special defects arising from County property, real or personal; and also to any injuries related to or caused by the operation of any motor driven vehicles.

The undersigned agrees that this release, waiver and covenant not to sue is intended to be as broad and inclusive as permitted by the laws of the State of Texas and that if any portion of this agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

The undersigned also agrees to release Travis County, its officers, agents, employees or servants from any claim whatsoever on account of first aid or medical

treatment rendered for injuries sustained when the undersigned is treated for any purpose.

The undersigned further states that he/she understands the contents of this document and signs this release of his/her own free act.

Signed this ____ day of _____, 2008.

By: _____

Alison Crews

Title: Producer

Date: _____

Exhibit B-2
Letter of Explanation of Project

The short film is loosely based on the novel, "Anthem" written by Ayn Rand. The script is 4 pages long and should have a final running time of 5 minutes. The majority of the film takes place in an old jail that serves as a constraint for the protagonist who wishes to escape the collectivist society.

The County jail is a perfect place for such a location since it has not been used in a long time. It looks old and rusty.

Since this is a student project, equipment and people will be kept at an absolute minimum. The total number of crew will consist of no more than 12 people. I believe we can do this in one day.

From: Tenley Aldredge
To: John Carr
Date: 5/15/2008 3:17 PM
Subject: License Agreement for Use of OCJ on 6/8/08 by UT student
Attachments: License Agreement with Alison Crews and UT to Shoot Student Film in OCJ.DOC

CC: Dan Mansour; Peg Liedtke

Hi, John -

Attached please find the license agreement for the above film shoot, scheduled to take place on Sunday, June 8, 2008.

Please forward a Court memo to me when you get a chance (the "standard" backup memo for these projects), so I can review and so Dan Mansour can add any statement he wishes (insurance provision is revised slightly for this deal).

Thanks! Let me know if you need any add'l information.

Tenley

PRIVILEGED AND CONFIDENTIAL
ATTORNEY/CLIENT COMMUNICATIONS
AND/OR WORK PRODUCT

Tenley Aldredge
Assistant County Attorney
tenley.aldredge@co.travis.tx.us
(512) 854-9513

The information contained in this transmission may contain privileged and confidential information. It is intended only for the use of the person(s) named above. If you are not the intended recipient, you are hereby notified that any review, dissemination, distribution or duplication of this communication is strictly prohibited. If you are not the intended recipient, please contact the sender by reply email immediately and destroy all copies of the original message.

**TRAVIS COUNTY COMMISSIONERS COURT
AGENDA REQUEST**

6

Voting Session: Tuesday, June 3, 2008

I. A. Request made by: Alicia Perez, Exec. Mgr.
Phone #: 854-9343

Requested topic: Consider and take
appropriate action to collaborate
with the Brochure Committee, Travis
County Historical Commission, the Austin
Bar Association and residents by:
A. Printing the Heman Marion Sweatt
Travis County Courthouse Brochure;
B. Declaring June 24, 2008 Travis County
History Day and Issuing a Press
Release; and,
C. Issuing Invitations to Celebrate
Travis County History Day.

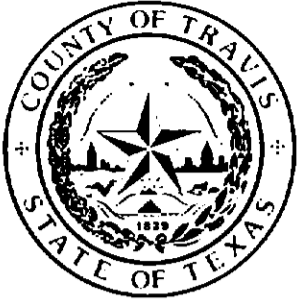
C. Approved by: _____
Signature of Commissioner or Judge

II. A. Any backup material to be presented to the court must be submitted with this Agenda Request (Original and eight copies).

B. Please list all of the agencies or officials' names and telephone numbers that might be affected by or involved with this request. Send a copy of this Agenda Request and backup to them:

Margie Alford, Member, Travis
County Historical Commission

RECEIVED
COUNTY CLERK
JUN 17 2008 PM 4:28



TRAVIS COUNTY ADMINISTRATIVE OPERATIONS

Alicia Perez, Executive Manager

314 West 11th Street, Suite 535 PO Box 1748 Austin, TX 78767 Tel: (512) 854-9343 Fax: 854-9542

To: Commissioners Court

From: Alicia Perez, Executive Manager
Administrative Operations

Subject: Courthouse Brochure and Celebration of
Travis County History

Proposed Motions:

Consider and take appropriate action to collaborate with the Brochure Committee, Travis County Historical Commission, the Austin Bar Association and residents by:

- (A) Printing the Heman Marion Sweatt Travis County Courthouse Brochure;
- (B) Declaring June 24, 2008 Travis County History Day and Issuing a Press Release; and,
- (C) Issuing Invitations to Celebrate Travis County History Day.

Summary and Staff Recommendation:

Your approval is requested for publishing a newly created Heman Marion Sweatt Travis County Courthouse brochure. The brochure is a historical perspective on Travis County and

the courthouses that have served as the seat of Travis County government. It also features the significant Sweatt v. Painter legal case.

The brochure was a collaborative effort that involved Margie Alford of the Travis County Historical Commission, Ann Greenberg, representing the Austin Bar Association, Patti Ohlendorf from the University of Texas Legal Affairs department, Judge David Phillips, District Clerk Amalia Rodriguez-Mendoza, and Executive Manager Alicia Perez as well as other County staff.

A community celebration to unveil the brochure and honor the history of Travis County is proposed for June 24, 2008 from 12:00 noon-1:00 p.m. in the second floor lobby of the Courthouse. The Austin legal community will be invited among many others. We hope to commemorate the 77th anniversary of the construction of the Courthouse with a proclamation, speeches and a display of historical memorabilia that will showcase the rich history of Travis County.

The celebration will be co-sponsored with the County by the Travis County Historical Commission and Austin Bar Association.

Budgetary and Fiscal Impact:

It is estimated that the brochures can be printed for \$1,459. This expense will be absorbed in the FY 2008 budget for the print shop. There is no fiscal impact associated with the

celebration on June 24, 2008 because contributions will cover the cost of refreshments and associated expenses.

Issues and Opportunities:

This will provide an opportunity to show the community the special historical significance of Travis County and the Heman Marion Sweatt Travis County Courthouse.

Background:

In the fall of 2007, the Travis County Historical Commission approached County staff to discuss the need for an updated brochure to educate the public about the historical significance of the Heman Marion Sweatt Travis County Courthouse. As mentioned above, a Brochure Committee was convened and chaired by Ms. Margie Alford, Member, Travis County Historical Commission. Research began utilizing many resources to ensure the historical correctness of the brochure contents. The committee members were chosen for their vast knowledge of the County and Courthouse history.

The finished product will highlight the importance of the Courthouse as a monument to the community's dedication to justice and the significance of one individual's sacrifice for the principle of equality of educational opportunity for all Americans. The hope remains to preserve and restore the Courthouse as a significant piece of architecture and as a focal

point for the life of the community. An invitation to the June 24 event is included for your review and approval. A resolution proclaiming June 24, 2008 Travis County History Day will be submitted for Commissioners Court consideration and approval.

Exhibits:

1. Brochure
2. Invitation
3. Press Release



Heman Marion Sweatt

1912 - 1982
Courage · Perseverance · Sacrifice

SWEATT VS. PAINTER

The most important way in which this Courthouse bridges the past and the future is by the person in whose honor it is named: Heman Marion Sweatt.

On February 26, 1946, Heman Marion Sweatt, an American of African descent, was denied admission to the University of Texas School of Law, as state law required segregation by race. The Court of Civil Appeals would later write that "he possessed every essential qualification for admission, except that of race, upon which ground alone his application was denied."

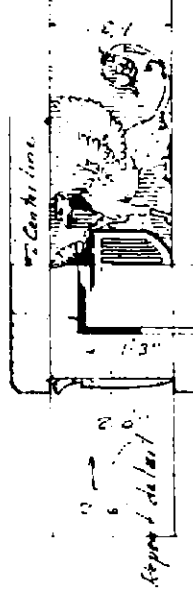
Mr. Sweatt filed a lawsuit against UT President T.S. Painter on May 16th, 1946. Judge Roy C. Archer of the 126th District Court, recognizing that the State had no "separate but equal" facility for a law school, gave the State of Texas six months to "establish a law school for Negroes substantially equivalent" to the University of Texas School of Law and officials of the

University of Texas complied. Judge Archer concluded that the new school offered the petitioner "privileges, advantages, and opportunities for the study of law substantially equivalent to those offered to white students at the University of Texas."

VICTORY

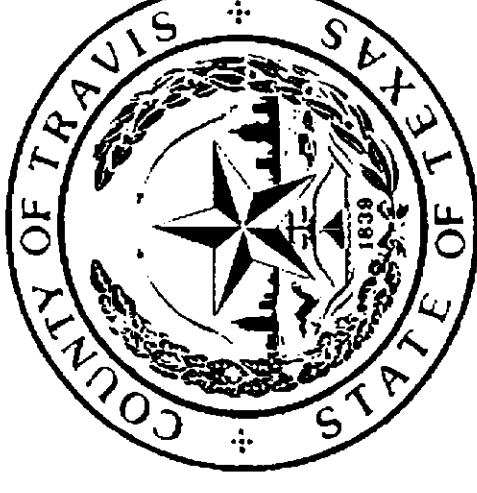
Ultimately, in 1950, the Supreme Court of the United States disagreed. While not yet denouncing "separate but equal" as the constitutional policy of the United States, the Court wisely saw beyond the bricks and books that make a school and concluded that separate professional schools are inherently unequal. Sweatt laid the groundwork for the Court's decision in 1954's *Brown v. Board of Education of Topeka*. In *Brown*, the Court finally concluded that, although the physical facilities may be equal, segregation of children in public schools solely on the basis of race deprives the children of equal education opportunities. Sweatt gave the court the logic that enabled it to strike down segregation as the law of the land by providing an interim step in the process of legal analysis. It is not an overstatement to say that Sweatt v. Painter began the process of desegregating America's schools.

The corridors of the Heman Marion Sweatt Travis County Courthouse, like its predecessors, echo with the significance of the individual's sacrifice for pursuit of justice and the collective dedication to the value of justice for all.



Thurgood Marshall, 1908 - 1993, who would go on to become the first African-American Justice of the United States Supreme Court (1967 - 1991), was a key member of Mr. Sweatt's legal team.

Photo: Library of Congress



The Heman Marion Sweatt Travis County Courthouse Austin, Texas

A Historical Perspective

TRAVIS COUNTY COMMISSIONERS COURT

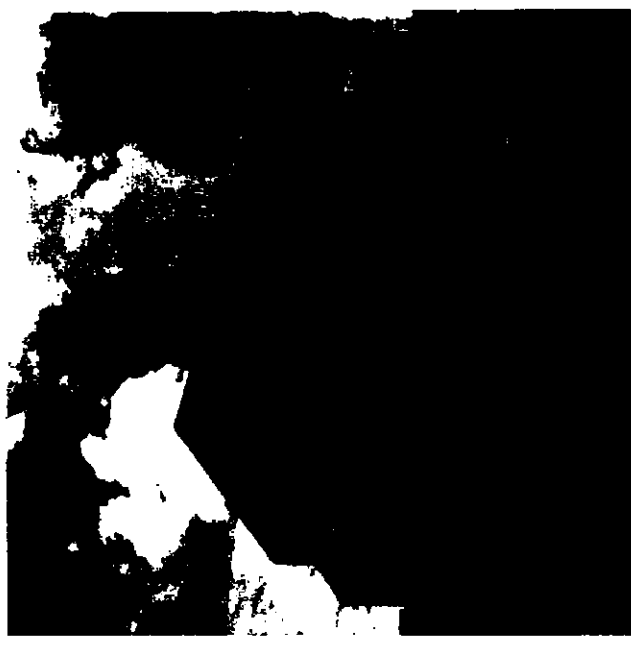
- County Judge: Simon J. Biscoe*
- Commissioner, Precinct 1: Ron Davis*
- Commissioner, Precinct 2: Sarah Eshelhart*
- Commissioner, Precinct 3: Genah DeGloeris*
- Commissioner, Precinct 4: Margaret Gaine*

BROCHURE COMMITTEE

- Marjorie Stewart Abbott: Chair, Member, Travis County Historical Commission*
- Alta Peters: Co-Chair, Executive Manager of Administrative Operations*
- Jackie David Phillips: County Court of Law & Justice*
- Annita Langmuir: Member, District Clerk*
- Faye Obermaier: Vice President for Legal Affairs*
- Ann Goodridge: Attorney, Austin Bar Association Representative*
- Steven Bodony: Director, Records Management*
- Leslie Strickland, E.A.S.: Project Manager, Facilities Management*
- Karen Kelly: Archivist, Special Projects, Facilities Management*
- Christopher Mangione: Editing and Layout, Webmaster, Travis County, TX*

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1000 Guadalupe Street Austin, TX 78701
<http://www.co.travis.tx.us>



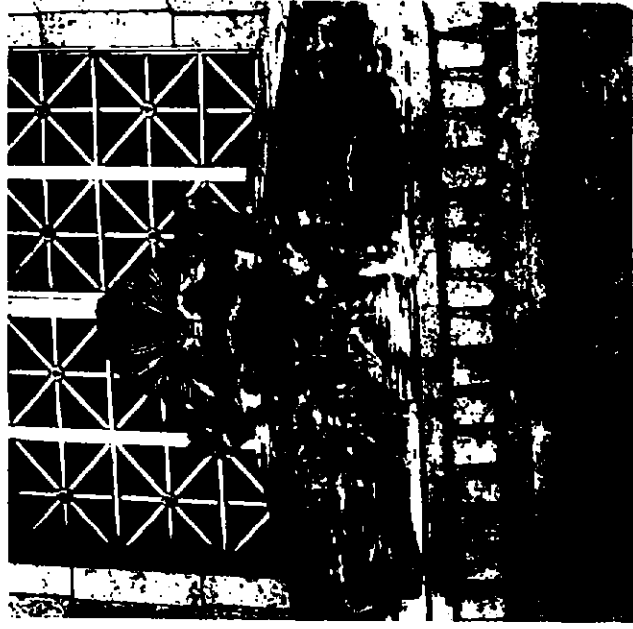


Photo: Christopher Stangland

HISTORY

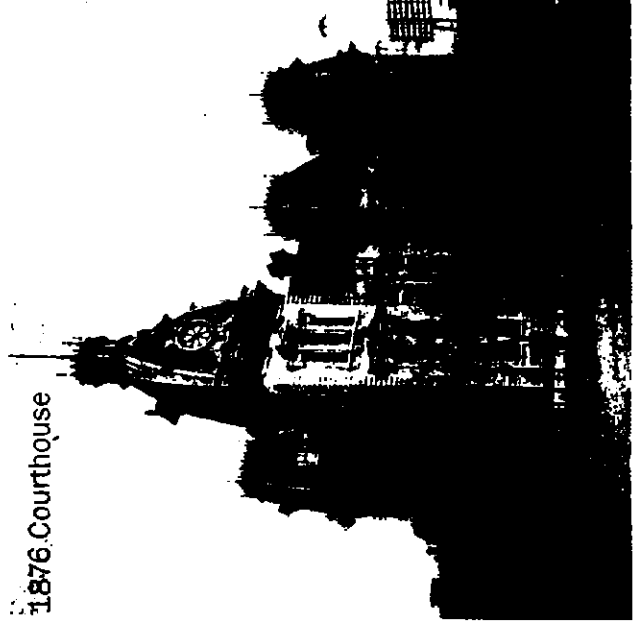
Travis County was established by the Republic of Texas Congress in January 1840, days after the community of Waterloo had been renamed Austin and designated the capital city. The county, with a population of 854, was named after William Barret Travis, a hero of the Texas revolution who died at the battle of the Alamo. The first election of county officials was held in February 1840 and the first order of business was to find a suitable place to administer justice for the new county.

1840 COURTHOUSE

The first building constructed as the Travis County Courthouse was a simple, two-story stone structure at 4th and Guadalupe streets near the current Republic Park. This remained in use as courthouse and jail until 1876 when a larger building was constructed.



The only known photograph of the 1840 Courthouse



1876 Courthouse

1876 COURTHOUSE

Where the old Courthouse had been small and simple, the new Courthouse was monumental, elegant, and ornate. The 1876 Courthouse was a breathtaking example of "Second Empire" architecture. Resplendent with ironwork cresting, decorative dormers, and Mansard roofs, the 1876 Courthouse stood proudly on the southwest corner of 11th Street and Congress Avenue, but by 1927 it was so infested with rats, bats, pigeons, and other vermin that it, too, needed to be replaced.



1931 COURTHOUSE

In 1930 a site for the new Courthouse was selected adjacent to the north end of Woodlridge Park, on 10th and Guadalupe Streets. Woodlridge Park was the first park in the city of Austin and one of the four town squares designated in the original 1839 town plans. The cornerstone was laid in 1930 and the Courthouse was completed the following year.



Photo: Christopher Stangland

Built in the "Moderne" style,

the Herman Marion Sweatt Courthouse breaks with the classical design elements of the past in many ways. Notice the monumental pilasters, which sweep dramatically from the original entrance porch up to their sculptured caps at the top of the building. See also the geometric ornamental details of the stone band above the first floor windows, and the metal panel between the windows. With its clean lines and geometric ornamentation this building is an expression of optimism and focus on the future.



Not all of the details are modern, though. A connection to the past is maintained by the presence of the carved stone pediment above the main entrance. This pediment depicts an ancient scene of a judge on a throne, dispensing justice to chained prisoners.



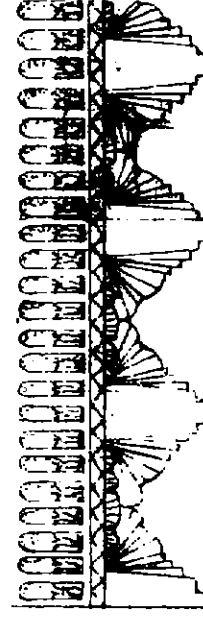
Photo: Juergo John K. Dietz

EXTERIOR

Even the basic exterior materials of the Courthouse bridge through time. The beautiful "Cordova Shell" limestone, quarried just east of Austin on Manor Road, shows the fossil forms of the prehistoric sea-life in this area from the Cretaceous Period, 75 to 136 million years ago. Contrasting and complementing the stone, cast metal panels give a futuristic accent to the design, reflecting the modern "machine age."

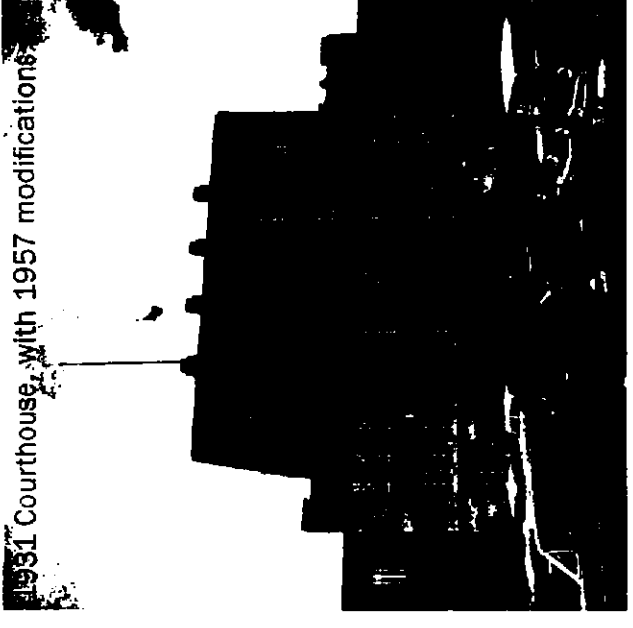


The Courthouse interior has many beautiful elements, including an elegant central marble staircase with wrought-iron railings, plaster relief panels with symbols of justice, and a reprise of the classical justice scene found above the main entrance.



INTERIOR

The Courthouse interior has many beautiful elements, including an elegant central marble staircase with wrought-iron railings, plaster relief panels with symbols of justice, and a reprise of the classical justice scene found above the main entrance.

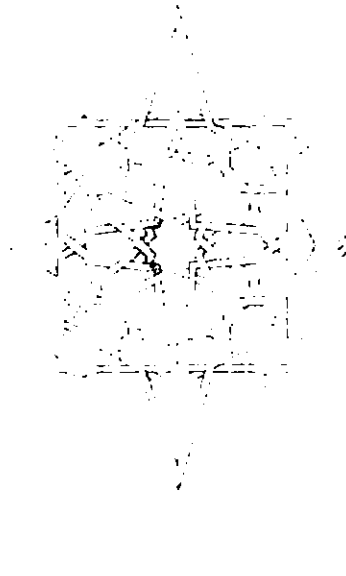


1931 Courthouse, with 1957 modifications

MODIFICATIONS

As originally designed and built, the Courthouse was a refined, symmetrical building, with bronze entrance doors on all four sides. More space was needed, so in 1957 and again in 1962 significant additions were constructed. The grand main entrance at the east end of the second floor has been closed due to security needs, as has the entrance facing Woodlridge Park.

As more courtrooms have been crowded into the building, one of the original main courtrooms has lost its high ceiling, but the hope remains to preserve and restore the Courthouse as a significant piece of architecture and as a focal point for the life of the community.



Detail of the terrazzo floor taken from the 1931 Courthouse.

DRAFT EXHIBIT 2
INVITATION

*You are cordially invited to attend
“A Celebration of Travis County History”
Tuesday, June 24, 2008
12:00 Noon to 1:00 p.m.
2nd Floor Lobby
Heman Marion Sweatt Travis County Courthouse
1000 Guadalupe Street
Austin, Texas 78701*

*Historical Displays
Proclamation
Unveiling of New Travis County Brochure
Self-Guided Tours
Refreshments*

*Sponsored by Travis County,
the Travis County Historical Commission and the Austin
Bar Association*

Contact: Kimberley Jamail
Phone: (512) 854-4939

FOR IMMEDIATE RELEASE:
9 A.M. CST June 9, 2008

“A Celebration of Travis County History”

AUSTIN, TX, JUNE 9, 2008 – “January, 1840 – Travis County was established by the Republic of Texas Congress.” Travis County invites the community to a celebration of Travis County History on Tuesday, June 24, 2008, Noon to 1:00 p.m. in the second floor lobby of the Heman Marion Sweatt Travis County Courthouse, 1000 Guadalupe Street. The County will inaugurate the distribution of a brochure detailing the courthouses that served as seats of government, and explores the rich history of Travis County itself. The brochure features the significant court case of Sweatt v. Painter, a legal battle that began the process of desegregating American schools and involved the great legal mind of Thurgood Marshall, the first African American Justice of the Supreme Court. “He steadfastly worked for justice from his earliest years as a lawyer for the NAACP and throughout his years on the Supreme Court. It’s been terrific and a real honor to be part of gathering our rich history together for this brochure. And, it has been a pleasure working with everyone,” said Margie Stewart Alford, Member, Travis County Historical Commission, and chair of the committee that published the brochure. Some surprising and exciting discoveries have been made by Amalia Rodriguez-Mendoza, District Clerk which includes an 1839 handwritten document detailing a legal dispute between Stephen F. Austin and Sam Houston. “These file archives are handwritten court cases dating back to the early 1800s and contain the names of some very famous Texans,” says Ms. Rodriguez-Mendoza. The Austin/Houston document and others will be on display for the first time. The 77 year old courthouse, which opened in June of 1931, and its history will be the focus of the County’s celebration featuring a proclamation, speakers and display. Travis County Judge Biscoe will proclaim June 24, 2008 as Travis County History Day – “A Celebration of Travis County History.” The celebration is sponsored by Travis County, Travis County Historical Commission and the Austin Bar Association. For more information contact Kimberley Jamail at (512) 854-4939.

7 ✓

**TRAVIS COUNTY COMMISSIONERS COURT
AGENDA REQUEST**

Voting Session: June 3, 2008

I. A. Request made by: Alicia Perez, Exec. Mgr., Admin Ops Phone #: 854-9343
(Elected Official/Appointed Official/Executive Manager/County Attorney)

B. Requested text: CONSIDER AND TAKE APPROPRIATE ACTION REGARDING THE APPROVAL FOR ASSIGNMENT OF SPACE AS FOLLOWS:

- A. 910 LAVACA STREET BUILDING AND RELATED PARKING TO FACILITIES MANAGEMENT DEPARTMENT; AND
- B. ASSIGNMENT OF FOURTH FLOOR OF UNIVERSITY SAVINGS BUILDING TO INFORMATION AND TELECOMMUNICATIONS SYSTEMS DEPARTMENT; AND
- C. RESERVE FOR FUTURE ALLOCATION SPACE VACATED BY THE INFORMATION AND TELECOMMUNICATIONS SYSTEMS DEPARTMENT AT THE FIFTH FLOOR OF THE NED GRANGER BUILDING.

C. Approved by: _____
Signature of Commissioner or Judge

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

Roger A. El Khoury, M.S., P.E., Director, Facilities Management Department (44579)
Joe Harlow, Chief Technology Officer, ITS (49666)

III. Required Authorizations: Please check if applicable.

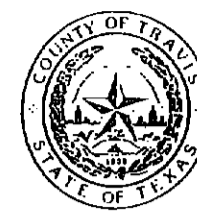
Planning and Budget Office (854-9106)
____ Additional funding for any department or for any purpose
____ Transfer of existing funds within or between any line item
____ Grant

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

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

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

RECEIVED
COUNTY JUDGE'S OFFICE
08 MAY 29 AM 11:49



FACILITIES MANAGEMENT DEPARTMENT

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

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

MEMORANDUM

FMD Project: RUSK-02-08R-4R

File: 101

TO: Commissioners Court

VIA: Alicia Perez, Executive Manager Administrative Operations

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

A handwritten signature in black ink, reading "Roger A. El Khoury", is positioned to the right of the "FROM:" field.

DATE: May 27, 2008

SUBJECT: Assignment of Space – 910 Lavaca, USB, Granger and Gault Buildings

Proposed Motion:

Consider and take appropriate action regarding the approval for assignment of space as follows:

- A. 910 Lavaca Street Building and related parking to Facilities Management Department; and
- B. Assignment of fourth floor of University Savings Building to Information and Telecommunications Systems Department; and
- C. Reserve for future allocation space vacated by the Information and Telecommunications Systems Department at the fifth floor of the Ned Granger Building.

Summary and Staff Recommendation:

Facilities Management Department (FMD) recommends the approval of assignment of Rusk Building and related parking at 910 Lavaca Street to the Facilities Management Department. FMD also recommends assignment of space vacated at the fourth floor of the USB to the ITS Department. Relocation of eight ITS staff members from basement floor of the Gault Building will release space that is needed to accommodate additional equipment for the Data Center. Relocation of 23 ITS Department staff members from the fifth floor of the Ned Granger Building to the USB fourth floor will vacate approximately 2,000 SF of space that can be reassigned to departments at the Ned Granger Building.

If approved, Facilities Management Department will vacate the entire fourth floor of the University Savings Building (USB) and relocate 21 staff members. Twenty of these staff members, including

the Director, Administrative/Financial Section, and the Planning, Design and Construction Division will relocate to the 910 Lavaca Building. Exhibits One and Two reflect the proposed space assignments within the 910 Lavaca Building. Funding for the necessary minor renovations has been previously approved in the FY 08 budget. Estimated cost includes \$95,000 for ITS equipment, cabling and phones. The FY 08 budget included \$150,000 for this ITS support at 910 Lavaca Street. The \$55,000 in ITS savings can be reallocated to cover all anticipated ITS support items for the fourth floor of the USB. The FY 08 budget also included \$49,938 for renovation work and \$10,000 for move services at 910 Lavaca Street, which is anticipated to be adequate.

FMD recommends reassignment of parking surrounding the 910 Lavaca Building to FMD vehicles and to FMD staff personnel and visitors. FMD staff members would be encouraged to exchange their current assigned parking slots to slots in this lot. The parking lot surrounding the 910 Lavaca Building will be reconfigured to meet City of Austin parking standards. The current configuration of 26 parking slots is shown at Exhibit Three. Exhibit Four is the proposed realignment of the parking to provide 24 properly sized and aligned slots plus one handicapped slot.

Exhibit Five reflects the current configuration of the fourth floor of the USB, and the proposed reconfiguration of the floor to accommodate the 31 ITS staff members. The renovations consist of opening up the existing offices into large open work areas that will accommodate staff in systems furniture. ITS staff members have contributed to this layout and concur with the proposed floor plan. FMD will perform the necessary demolition, carpet replacement and ceiling work. Savings for ITS equipment items will be available from savings at the 910 Lavaca Building as discussed above. Move funding provided for the 910 Lavaca Building move will be adequate to also relocate ITS personnel from the fifth floor of Ned Granger and from the basement of Gault Building.

Exhibit Six shows the location of the eight ITS staff members that are proposed to be relocated from the basement of the Gault Building to the fourth floor of the USB. The space vacated at the basement office area will be retained by ITS to permit expansion of the Data Center equipment. The growth of demands on the Data Center is anticipated to require additional space for equipment in the near future.

Exhibit Seven is a floor plan of the fifth floor of the Ned Granger Building and reflects the ITS space that will be retained by ITS, and the 2,000 SF of space that will be vacated with the relocation of the 23 staff members from this floor to the USB. This 2,000 SF of space will become available to meet the critical space requirements for departments located in the Ned Granger Building. Assignment of this space will be brought to the Commissioners Court at a later date.

Budgetary and Fiscal Impact:

- FY 08 budget for the 910 Lavaca Street property is \$209,938 which consists of \$49,938 for renovations, \$10,000 for move, and \$150,000 for ITS Support at the 910 Lavaca Building. This funding is adequate for the 910 Lavaca Street Building and USB work.

Background:

In November 2007, Travis County purchased the property at 910 Lavaca Street from Mr. and Mrs. Jeffery Rusk. The building size is 7,500 square feet and the total property is about 14,800 square

feet with 27 existing parking spaces. The previous owner also donated some furniture which was left in the facility at closing. The County paid \$2,400,000 for the property.

The 910 Lavaca Building has been vacant now for approximately six months. Facilities Management Department contacted several County departments/offices so that these departments/offices would consider a possible relocation to this building. These County departments/offices did not want to relocate due to operational issues. These departments/offices are:

- Purchasing Office
- County Attorney Office
- Human Resources Management Department
- ITS Department
- TNR Park and Natural Resources
- Community Supervision and Corrections Department

Required Authorizations:

Legal: N/A

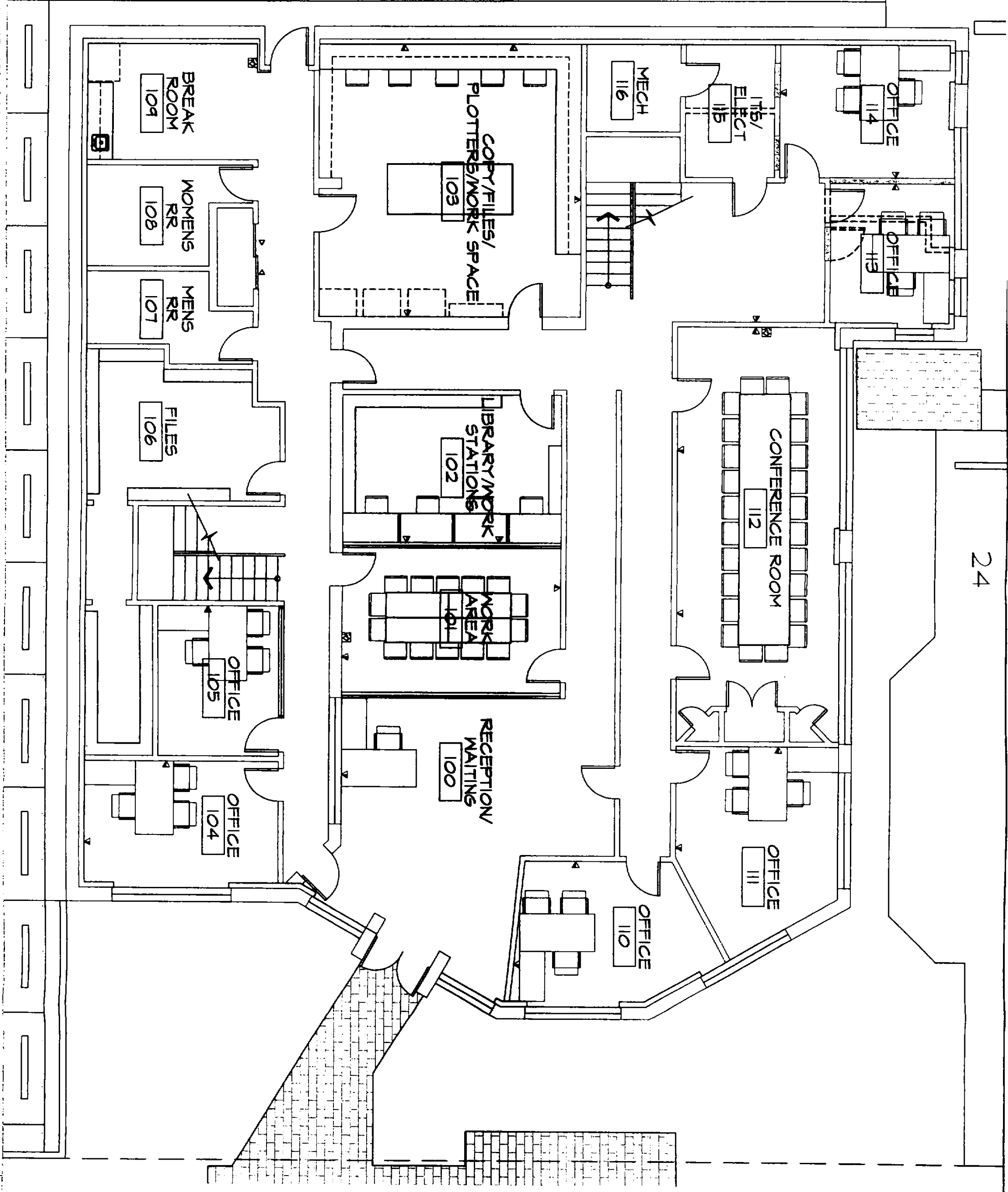
Purchasing: N/A

Budget: N/A

Exhibits:

1. Proposed Office Layout, First Floor, 910 Lavaca Street
2. Proposed Office Layout, Second Floor, 910 Lavaca Street
3. Existing 910 Lavaca Street Building Parking Lot Layout
4. New 910 Lavaca Street Building Parking Lot Layout
5. Current and Proposed Layout, Fourth Floor, USB
6. Current Layout, Partial Basement, Gault Building
7. Current Layout and Available Space, Fifth Floor, Ned Granger Building

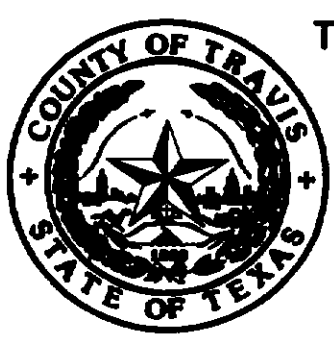
PROPOSED FIRST FLOOR PLAN



24

1/8" = 1'-0" 01

Exhibit 1



TRAVIS COUNTY
FACILITIES
MANAGEMENT
DEPARTMENT

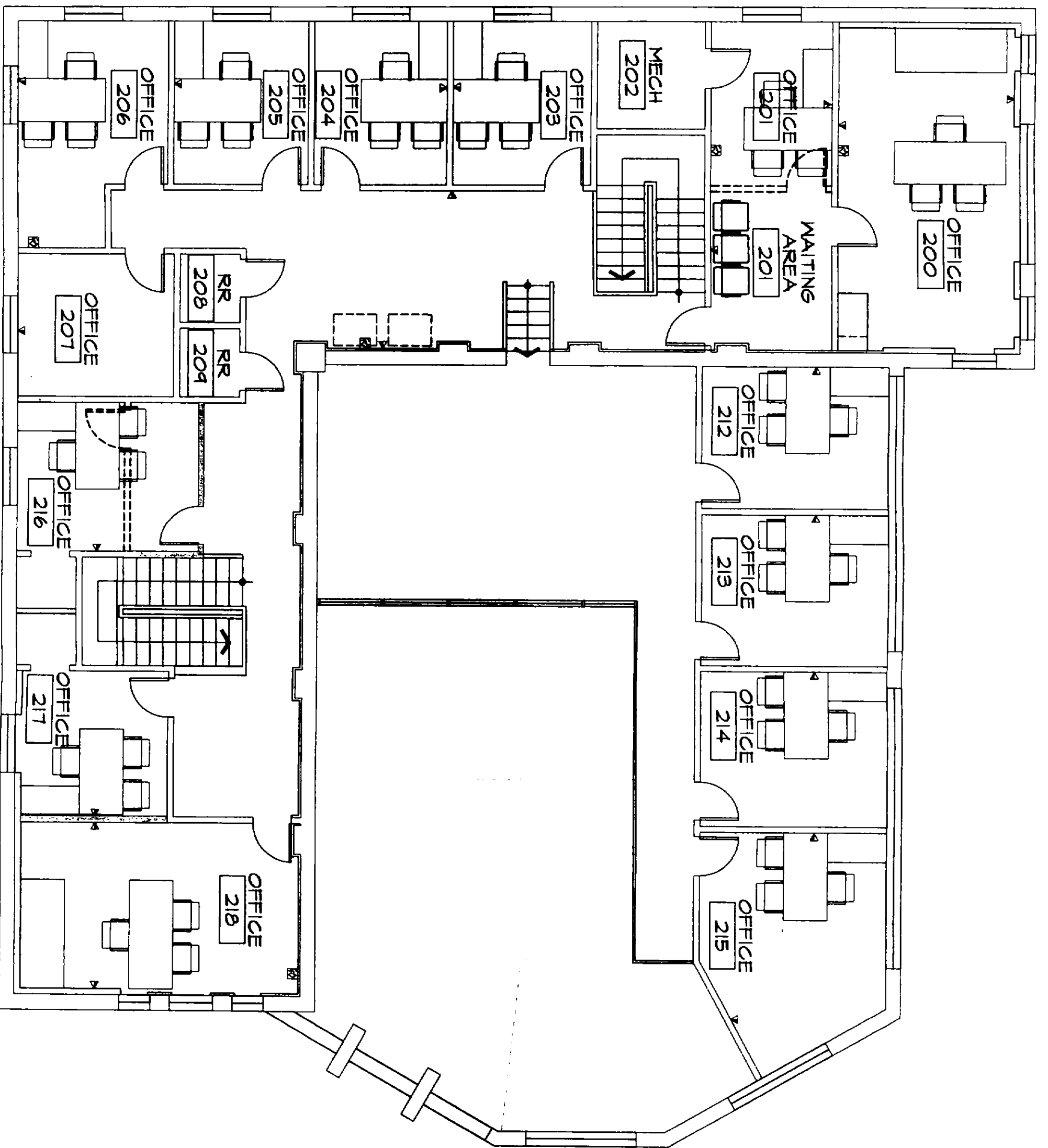
1010 LAVACA, SUITE 400
P.O. BOX 1748
AUSTIN, TEXAS 78767
PH (512) 854-9661
FAX (512) 854-9226

910 LAVACA
RENOVATION

910 LAVACA STREET, AUSTIN, TEXAS

SHEET TITLE
1ST FLOOR
PLAN

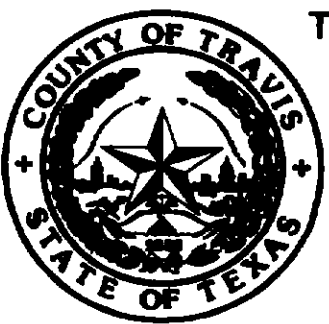
PROJECT NO. AS NOTED
SCALE: DRAWN BY: CHECKED BY:
SHEET NUMBER
A1.2



PROPOSED SECOND FLOOR PLAN

1/8" = 1'-0" 01

Exhibit 2



TRAVIS COUNTY
FACILITIES
MANAGEMENT
DEPARTMENT

1010 LAVACA, SUITE 400
P.O. BOX 1748
AUSTIN, TEXAS 78767
PH (512) 854-9861
FAX (512) 854-9226

**910 LAVACA
RENOVATION**

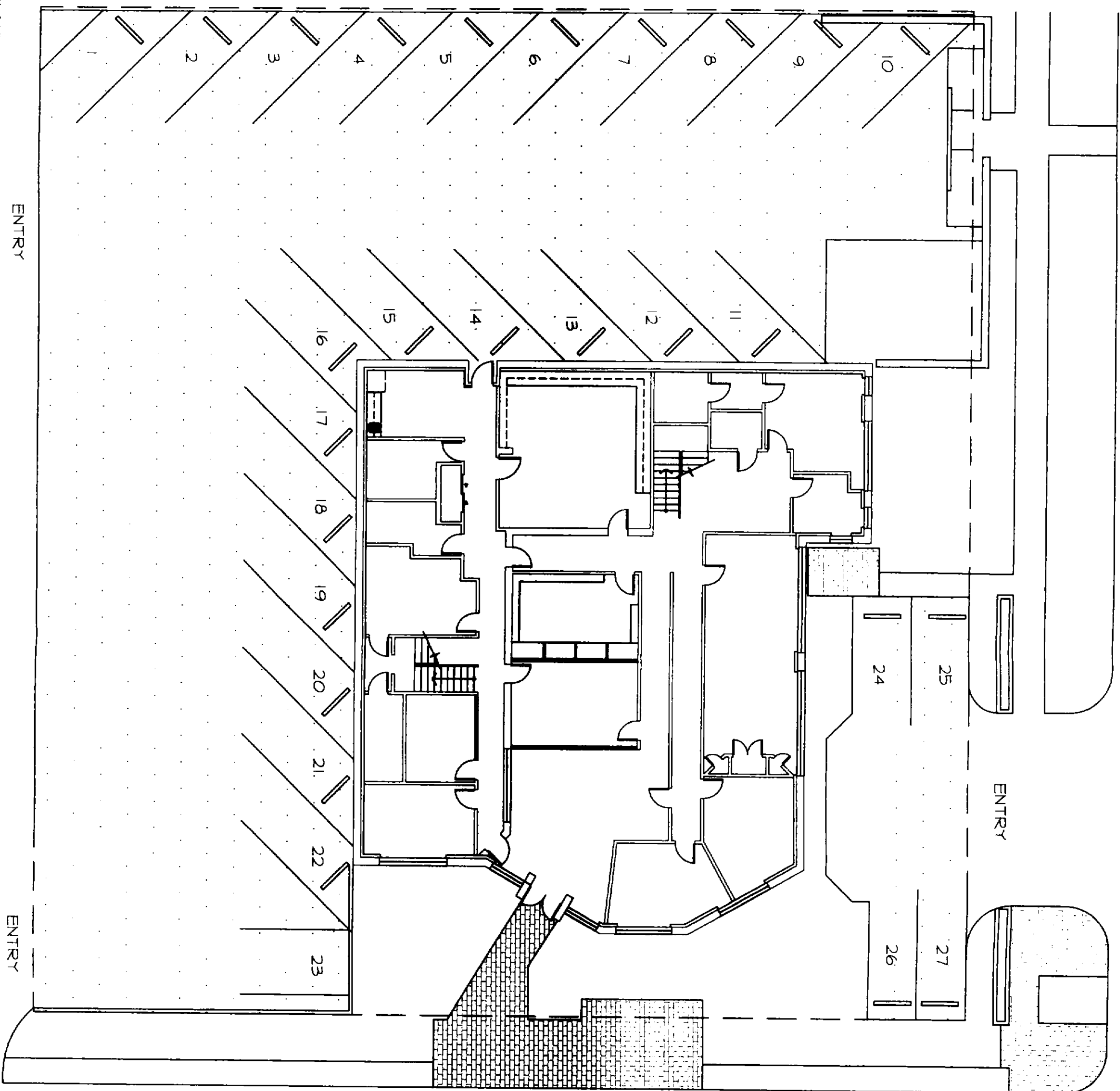
910 LAVACA STREET, AUSTIN, TEXAS

SHEET TITLE
**2ND FLOOR
PLAN**

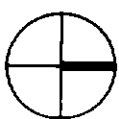
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SCALE: AS NOTED
DRAWN BY: AS NOTED
CHECKED BY: AS NOTED
SHEET NUMBER

A1.3

10TH STREET



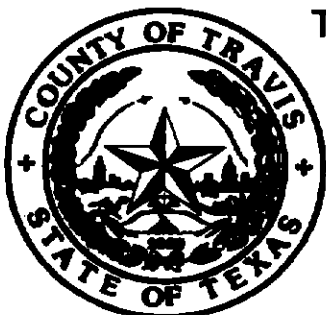
LAVACA STREET



SITE PLAN

1/6"=1'-0" 01
Exhibit 3

TRAVIS COUNTY
FACILITIES
MANAGEMENT
DEPARTMENT



1010 LAVACA, SUITE 400
P.O. BOX 1748
AUSTIN, TEXAS 78767
PH (512) 854-9661
FAX (512) 854-9226

910 LAVACA RENOVATION

910 LAVACA STREET, AUSTIN, TEXAS

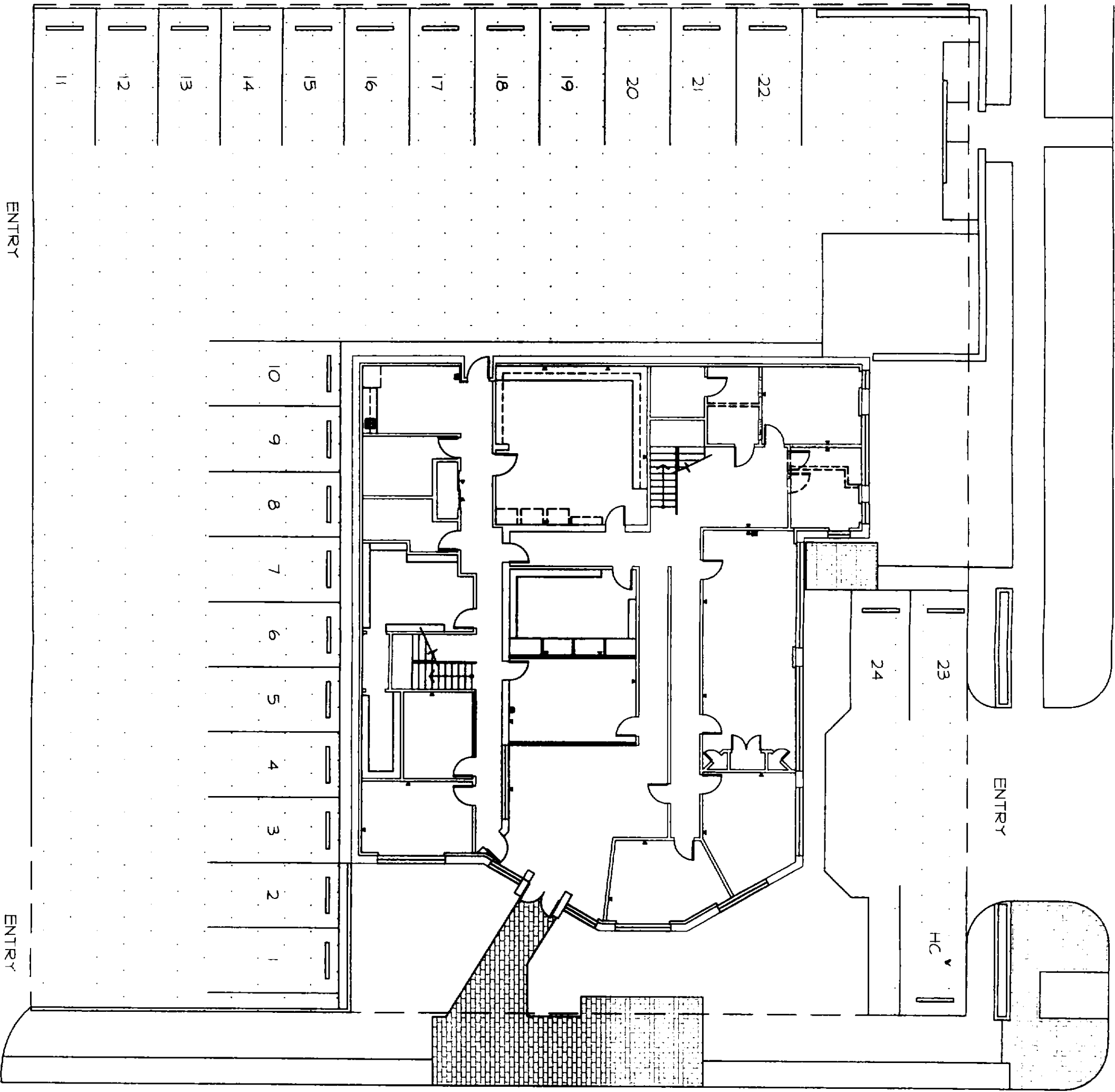
SHEET TITLE
**SITE
PLAN**

PROJECT NO. AS NOTED
SCALE: AS NOTED
DRAWN BY: AS NOTED
CHECKED BY: AS NOTED

SHEET NUMBER

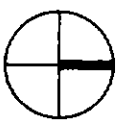
A1.0

10TH STREET



LAVACA STREET

$\frac{24}{-13}$ FM PA.
 $\frac{9}{-100}$
 $\frac{8}{-}$



PROPOSED SITE PLAN

ENTRY

ENTRY

ENTRY

HC

24

23

22

21

20

19

18

17

16

15

14

13

12

11

10

9

8

7

6

5

4

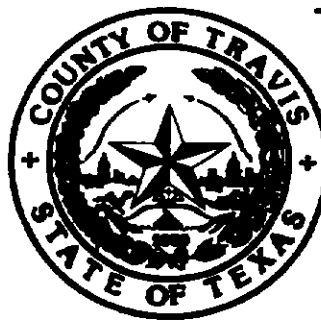
3

2

1

1/16" = 1'-0" 01

Exhibit 4



TRAVIS COUNTY
FACILITIES
MANAGEMENT
DEPARTMENT

1010 LAVACA, SUITE 400
 P.O. BOX 1748
 AUSTIN, TEXAS 78767
 PH (512) 854-9661
 FAX (512) 854-9226

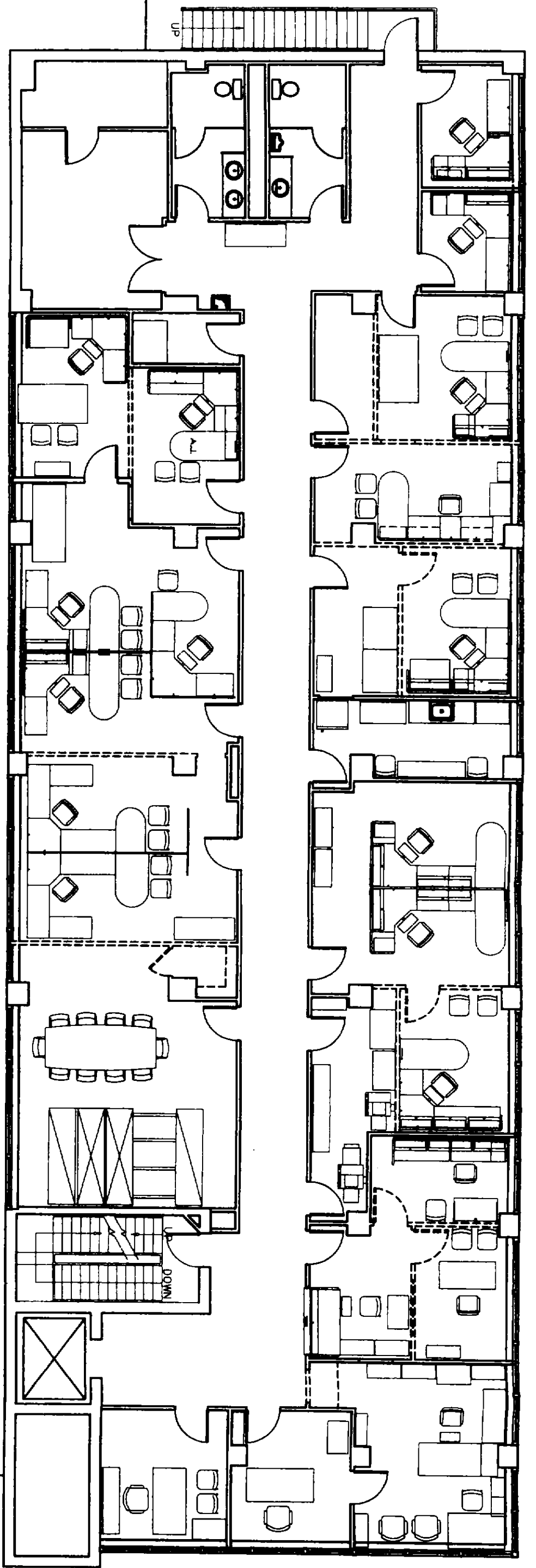
910 LAVACA
RENOVATION
 910 LAVACA STREET, AUSTIN, TEXAS

SHEET TITLE
PROPOSED
SITE PLAN

PROJECT NO. AS NOTED
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 CHECKED BY: AS NOTED

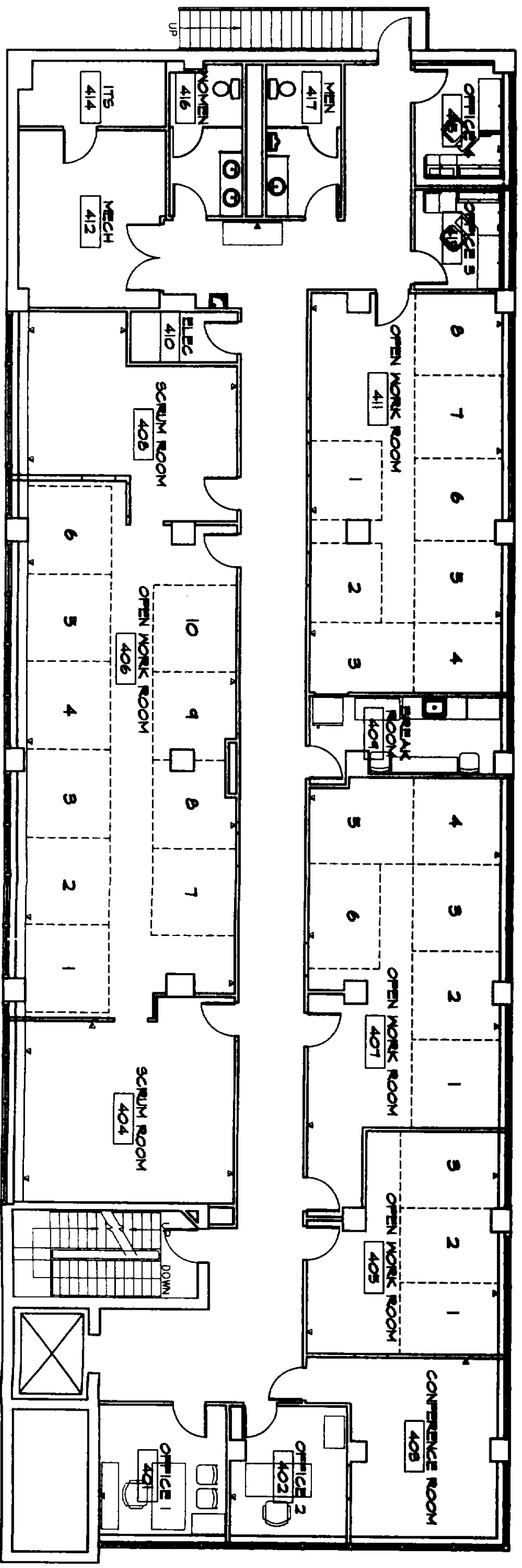
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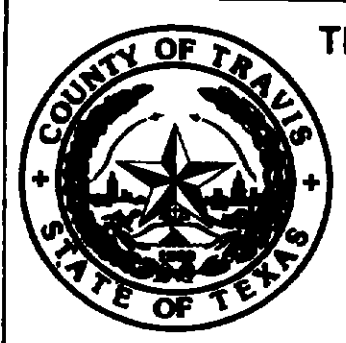
EXISTING FLOOR PLAN (21 STAFF)

3/32" = 1'-0" 02



PROPOSED FLOOR PLAN (31 STAFF)

3/32" = 1'-0" 01



TRAVIS COUNTY
FACILITIES
MANAGEMENT
DEPARTMENT

1010 LAVACA, SUITE 400
P.O. BOX 1748
AUSTIN, TEXAS 78767
PH (512) 854-9661
FAX (512) 854-9226

USB, 4TH FLOOR
ITS RENOVATION

1010 LAVACA
AUSTIN, TEXAS 78701

SHEET TITLE

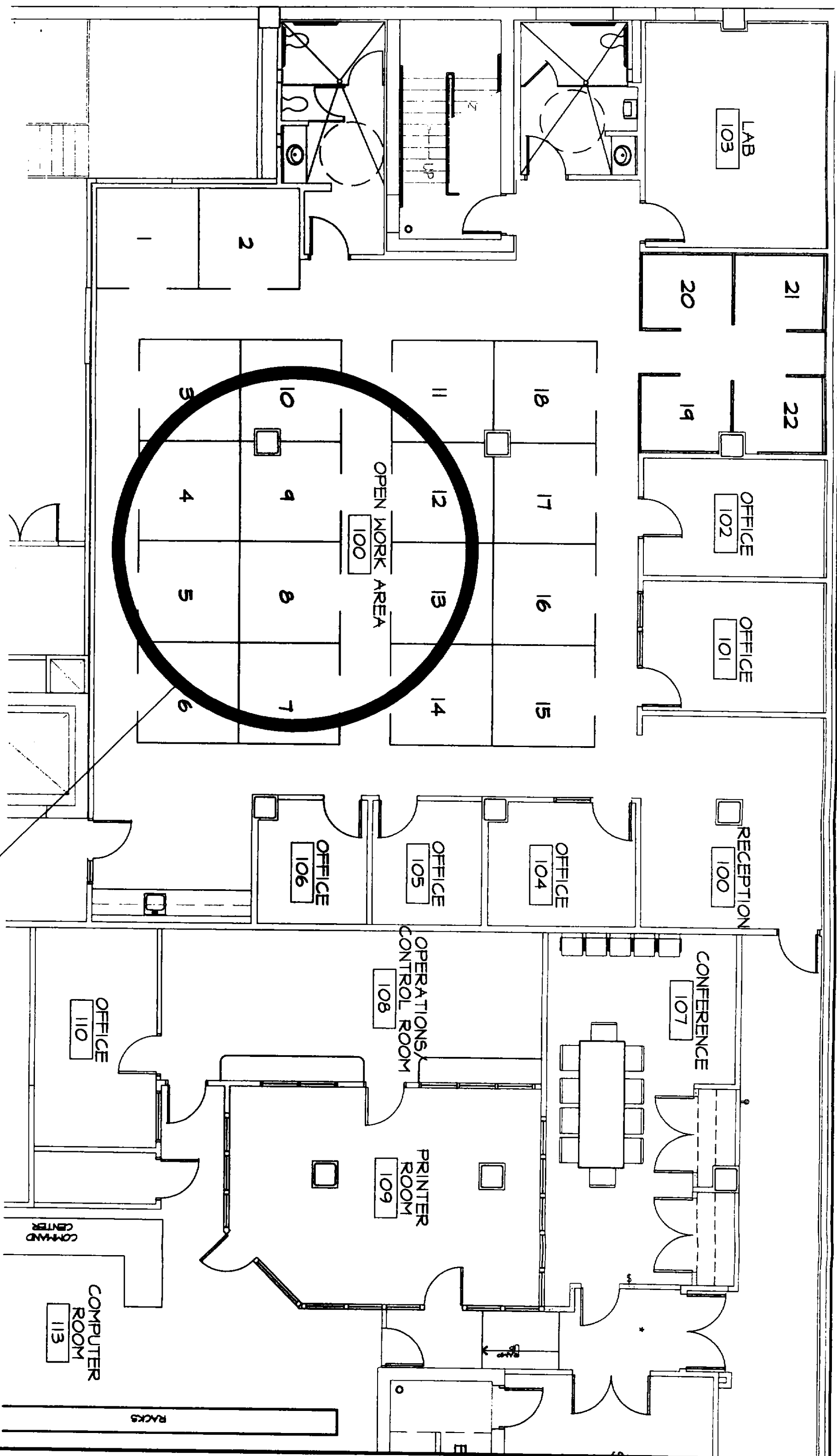
FLOOR PLAN

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DRAWN BY: GS
CHECKED BY:

SHEET NUMBER

A1.6

Exhibit 5

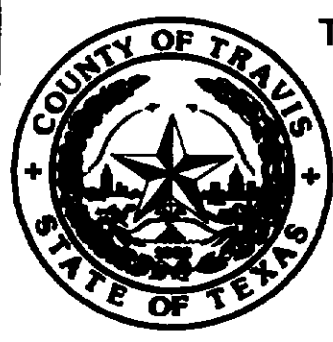


RELOCATE 8 ITS STAFF FROM GAULT
OPEN WORK AREA TO THE 4TH FLOOR
OF USB BUILDING

EXISTING GAULT BASEMENT-PARTIAL ITS DATA CENTER FLOOR PLAN

1/8" = 1'-0" 01

Exhibit 6



TRAVIS COUNTY
FACILITIES
MANAGEMENT
DEPARTMENT

1010 LAVACA, SUITE 400
P.O. BOX 1748
AUSTIN, TEXAS 78767
PH (512) 854-9661
FAX (512) 854-9226

**GAULT BASEMENT
ITS DATA CENTER**

TRAVIS COUNTY, TEXAS

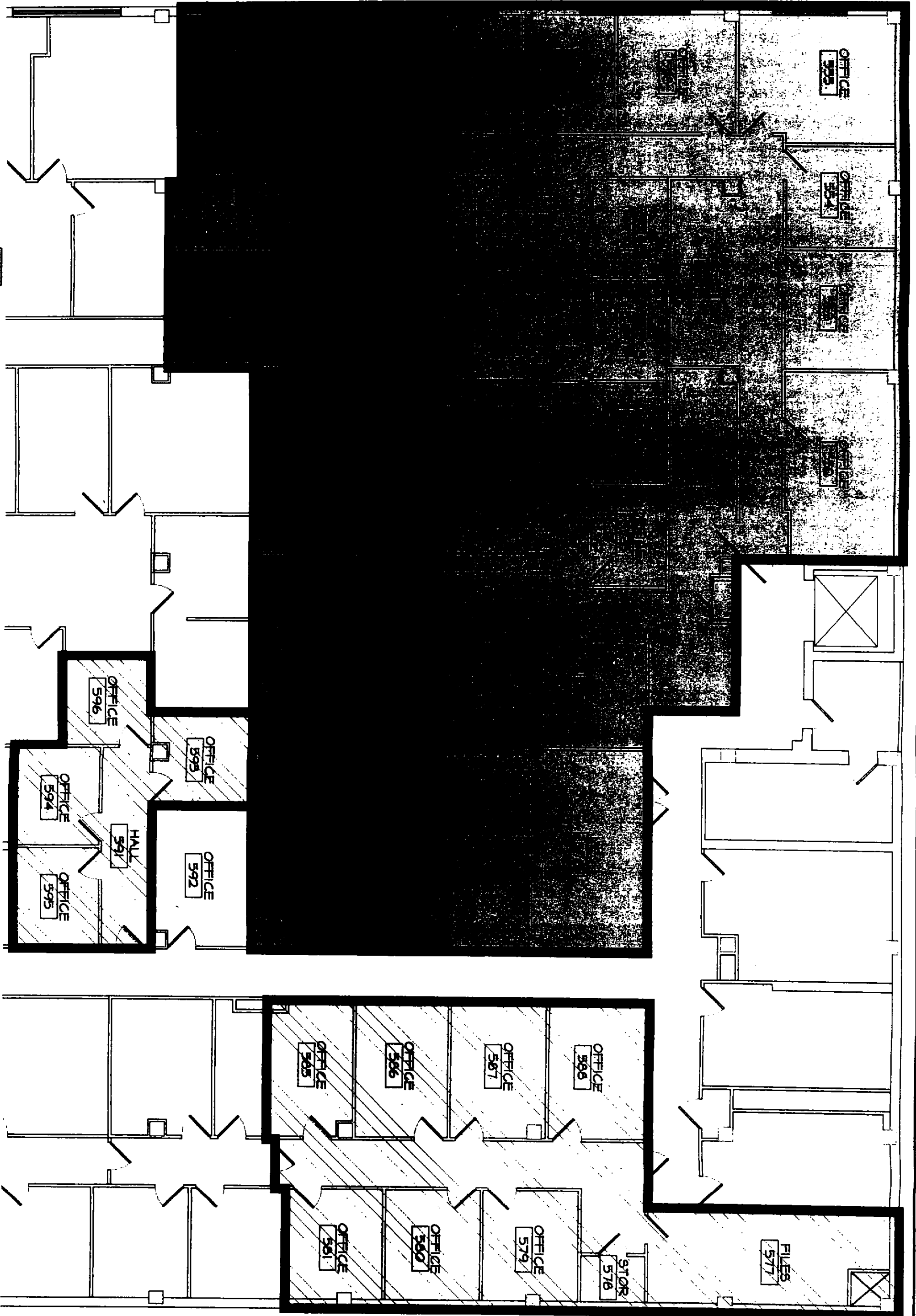
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
FLOOR PLAN

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A1.5



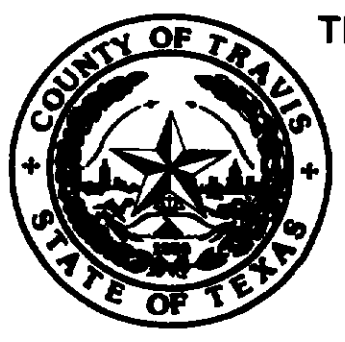
-  EXISTING ITS SPACE TO REMAIN
-  VACATED SPACE (2000 SF)

RELOCATE 23 ITS STAFF FROM GRANGER 5TH FLOOR TO THE 4TH FLOOR OF USB BUILDING AND VACATE 2000 SQUARE FEET OF SPACE.

EXISTING PARTIAL GRANGER 5TH FLOOR PLAN

3/32"=1'-0" 01

Exhibit 7



TRAVIS COUNTY FACILITIES MANAGEMENT DEPARTMENT

1010 LAVACA, SUITE 400
 P.O. BOX 1748
 AUSTIN, TEXAS 78767
 PH (512) 854-9861
 FAX (512) 854-9226

GRANGER 5TH FLOOR PARTIAL PLAN

TRAVIS COUNTY, TEXAS

SHEET TITLE

FLOOR PLAN

PROJECT NO. AS NOTED
 SCALE: DRAWN BY: 08
 CHECKED BY:

SHEET NUMBER

A1.4



TRAVIS COUNTY PURCHASING OFFICE

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

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

8

Cyd V. Grimes 5/27/08

Approved by: _____

Voting Session: Tuesday, June 03, 2008

REQUESTED ACTION: CONSIDER AND TAKE APPROPRIATE ACTION REGARDING PSYCHOLOGICAL/COUNSELING SERVICES:

- A) APPROVE MODIFICATION NO. 1 TO CONTRACT PS070349VR, AUSTIN FAMILY INSTITUTE.
- B) APPROVE MODIFICATION NO. 1 TO CONTRACT PS070350VR, SAMARITAN CENTER FOR THE (COPE) /MENTAL HEALTH YOUTH PROGRAM AND FAMILIES (JUVENILE PROBATION).

Points of Contact:

- Purchasing:** Vania Ramaekers
- Department:** (JUVENILE PROBATION), Estela Medina, Chief Juvenile Probation Officer, Sylvia Mendoza
- County Attorney (when applicable):** Jim Connolly
- County Planning and Budget Office:** Leroy Nellis
- County Auditor's Office:** Susan Spataro and Jose Palacios
- Other:** N/A

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

These contracts are for the provision of Psychological/Counseling Services for the Juvenile Probation Collaborative Opportunities for Positive Experience (COPE) program.

This modification to contract PS070349VR and PS07350VR will replace the current Attachment A Scope of Services and Attachment B Fee Schedule to reflect the addition of initial mental health assessment services and associated fees. These contracts are to be used on an as needed basis.

➤ **Contract Expenditures:** Within the last 12 months \$1,100.00 has been spent against this contract.

Not applicable

➤ **Contract-Related Information:**

Award Amount: **As Needed** (Estimated quantity)
Contract Type: (Professional Services Agreement)
Contract Period: 09/11/07 - 9/30/08 (auto renewal)

➤ **Contract Modification Information:**

Modification Amount: \$0.00 (Firm Amount) (Add'l. comments)
Modification Type: N/A
Modification Period:

➤ **Solicitation-Related Information:**

Solicitations Sent: N/A Responses Received: N/A
HUB Information: Not Applicable % HUB Subcontractor: N/A

➤ **Special Contract Considerations:**

- Award has been protested; interested parties have been notified.
- Award is not to the lowest bidder; interested parties have been notified.
- Comments:

➤ **Funding Information:**

- Purchase Requisition in H.T.E.: N/A
- Funding Account(s): **623-4514-593-6099**
- Comments: **Contract will be used on an as need basis**

➤ **Statutory Verification of Funding:**

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

**MODIFICATION OF CONTRACT NUMBER: PS070349VR –
Psychological/Counseling
& Assessment Services**

ISSUED BY: PURCHASING OFFICE
314 W. 11TH ST., RM 400
AUSTIN, TX 78701

PURCHASING AGENT ASST: Vania Ramaekers
TEL. NO: (512) 854-9700
FAX NO: (512) 854-9185

DATE PREPARED:
May 12, 2008

ISSUED TO: Austin Family Institute
4201 Bee cave Road
Suite C213
Austin Texas 78746

MODIFICATION NO.:
1

EXECUTED DATE OF ORIGINAL
CONTRACT:
September 16, 2007

ORIGINAL CONTRACT TERM DATES: 09/16/07 – 09/30/08

CURRENT CONTRACT TERM DATES: 09/16/07 – until terminated

FOR TRAVIS COUNTY INTERNAL USE ONLY:

Original Contract Amount: On as needed basis

Current Modified Amount \$ on as needed basis

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.

In accordance with Section 14.0 Amendments/Modifications of the current contract, the following attachments will be modified as follows:

- a. Delete Attachment "A" "Scope of Services in its entirety and replace it with the attached revised Attachment "A" dated May 12, 2008.
- b. Delete Attachment "B" Fee Schedule in its entirety and replace it with Revised Attachment "B" dated May 12, 2008.

Note to Vendor:

[X] 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: AUSTIN FAMILY INSTITUTE

BY: [Signature]
SIGNATURE

BY: MICHAEL S. BISHOP, PhD
PRINT NAME

TITLE: Co-Director
ITS DULY AUTHORIZED AGENT

DBA
 CORPORATION
 OTHER Non Profit

DATE:

TRAVIS COUNTY, TEXAS

BY: [Signature]
CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT

DATE:
5/28/08

TRAVIS COUNTY, TEXAS

BY: _____
SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE

DATE:

Attachment A
Scope of Services
Revised as of May 12, 2008

CONTRACTOR shall provide professional confidential counseling services and mental health assessments for youth identified and referred by the Travis County Juvenile Probation hereinafter "Department," in coordination with the Collaborative Opportunities for Positive Experience (COPE) Mental Health Court, as described below.

1. Youth will be identified and referred to CONTRACTOR by the Department for counseling services and mental health assessments.
2. The Department will designate whether counseling services and/or mental health assessments are to be provided to each youth referred and CONTRACTOR will only provide the service(s) as designated.
3. CONTRACTOR will give these youth and their family's priority in scheduling appointments for an assessments or counseling when possible.
4. CONTRACTOR agrees to contact the COPE Coordinator within twenty-four (24) hours when a family does not attend a scheduled appointment or a counseling session is cancelled.
5. CONTRACTOR may terminate services, if the family cancels or does not appear at two scheduled appointments or sessions.
6. CONTRACTOR agrees that no payment will be provided for mental health assessment appointments or counseling sessions that do not occur, regardless of advance cancellation or failure to appear by client.
7. If counseling services are designated by Department, then CONTRACTOR shall provide counseling services to youth participants of COPE during individual or family sessions, as follows.
 - 7.1 Sessions will be conducted in the client's home, whenever possible, or, alternatively, in the CONTRACTOR'S office.
 - 7.2 The first session will be provided within five (5) working days after the initial intake.
 - 7.3 Each session will be fifty (50) minutes in length and be private.
 - 7.4 Sessions will be therapeutic in nature with the goal of reducing parental conflict, establishing or re-establishing parent-child relationships, teach coping and problem solving skills to the youth and address specific goals in the COPE Individual/family case plan or any goals set forth by CONTRACTOR.
 - 7.5 Sessions will be scheduled weekly, unless CONTRACTOR deems appropriate to modify frequency.
 - 7.6 All sessions will be completed within six (6) months of the initial intake session.
 - 7.7 CONTRACTOR will notify the COPE Coordinator within forty-eight (48) hours when sessions are decreased due to either progress of therapy or termination of therapy.
 - 7.8 At no time shall the number of sessions provided per client exceed twelve (12) unless CONTRACTOR obtains written authorization from Department.

- 7.9 CONTRACTOR will provide a weekly progress report using a form supplied by the Department. These progress reports will address the youth and/or their family's compliance in keeping appointments and report and failure to appear for scheduled appointments. The counselor will also provide any information on the youth's progress with therapy.
- 7.10 CONTRACTOR will attend the youth's family meetings with the COPE Mental Health Court if his/her schedule permits. Attendance at these meetings is not considered a counseling session and is not subject to payment by the Department.
- 7.11 CONTRACTOR will provide a final progress report that will include outcome information developed through Contractor's use of the Youth Self-Report (YSR) tool and the Child Behavior Checklist (CBCL) within 48 hours after the final counseling session. This post services mental health assessment is anticipated to be shorter than an initial mental health assessment described below.
8. If an initial Mental Health Assessment is designated by Department, then CONTRACTOR shall provide a comprehensive Mental Health Assessment as follows.
- 8.1 Schedule the Mental Health Assessment appointment for the youth within five (5) working days of the referral.
- 8.2 Complete a Mental Health Assessment to include a comprehensive clinical interview with the youth and parent (if parent is available), and administration of the Youth Self-Report (YSR) to the youth and the Child Behavior Checklist (CBCL) to the parent (if parent is available).
- 8.3 Review preliminary background information regarding the youth provided by Department and incorporates into final written report.
- 8.4 Score and interpret the Youth Self-Report (YSR) and Child Behavior Checklist (CBCL), and prepare a written report using the Department format to include background information, behavioral observations, test results, case conceptualization, diagnostic impressions, and treatment recommendations.
- 8.5 Complete and provide final written report to Department within forty-eight (48) hours of completion of the interview.

REQUIREMENTS

1. CONTRACTOR agrees to purchase and use the Youth Self Report (YSR) and Child Behavior Checklist (CBCL) forms, as well as the scoring software from Achenbach System of Empirically Based Assessment (ASEBA).
2. Department agrees to provide training to CONTRACTOR regarding the interview, administration, scoring and interpretation of the Youth Self Report (YSR) and Child Behavior Checklist (CBCL) forms and format of the final written report.
3. Professionals from the Austin Family Institute that will be assigned to the youth referrals for this contract will have:
 - 3.1 A Masters Degree or higher,
 - 3.2 An active State of Texas certification and
 - 3.3 A minimum of 3 years experience with adolescent counseling

ATTACHMENT B
FEE SCHEDULE
Revised as of May 12, 2008

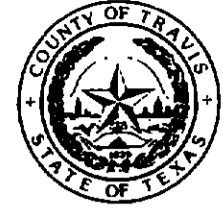
For and in consideration of Contractor Austin Family Institute's full and satisfactory performance of the services and activities described in the Scope of Services Attachment A, Travis County shall pay Contractor at a rate of:

Individual or family Counseling Session (50 minute in length)	\$65.00 for each 50 minute session
Post Services mental Health Assessment and final Report	\$80.00 for each
Initial Mental Health Assessment	\$240.00 per assessment (up to 4 hours)

Contractor will not be paid for sessions scheduled but not provided, even in circumstances when the client does not appear for a scheduled appointment.

Sessions will be held with the child privately or with the child's family. The cost per session does not change.

TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT



Vauco
5.12.
JH

ESTELA P. MEDINA
Chief Juvenile Probation Officer

ADMINISTRATIVE SERVICES
COURT SERVICES
DETENTION SERVICES
PROBATION SERVICES
RESIDENTIAL SERVICES
SUBSTANCE ABUSE SERVICES
DOMESTIC RELATIONS OFFICE
JUVENILE JUSTICE
ALTERNATIVE EDUCATION
PROGRAM

TO: Cyd Grimes
Purchasing Agent

FROM: Estela P. Medina
Estela P. Medina
Chief Juvenile Probation Officer

RECEIVED
TRAVIS COUNTY
2PM MAY -9 PM 4:16
PURCHASING
OFFICE

RE: Contract Number PS070349VR – Austin Family Center

DATE: May 6, 2008

Travis County Juvenile Probation is currently contracting with Austin Family Center to provide services for Juvenile Offenders, for Psychological/Counseling and Assessment Services for our Collaborative Opportunities for Positive Experience (COPE) Division.

We are requesting a modification to the contract to add Mental Health Assessments. Attached are two attachments: "A" represents the scope of services and "B" represents the fee schedule. The following details the line item to be used for this modification.

Contract Number / Name: PS070349VR – Austin Family Center
Account Number: 623-4514-593-6099 M07623

If you need additional information in order to proceed, please do not hesitate to call me.

cc: Barbara Swift
Gail Penney-Chapmond
Sylvia Mendoza
Mike Williams
Marvin Brice



GM200I13

TRAVIS COUNTY

5/21/08

Fiscal Year 2008

Account Balance Inquiry

07:04:48

Account number . . . : 623-4514-593.60-99
Fund : 623 Juvenile Mental Health CT
Department : 45 JUVENILE PROBATION
Division : 14 ASSESSMENT & RESOURCES
Activity basic : 59 JUSTICE SYSTM (JUV SRVCS)
Sub activity : 3 JUVENILE PROBATION
Element : 60 OTHER PURCHASED SERVICES
Object : 99 OTHER PURCHASED SERVICES

Original budget : 0
Revised budget : 60,750 04/23/2008
Actual expenditures - current . . . : .00
Actual expenditures - ytd : .00
Unposted expenditures : .00
Encumbered amount : .00
Unposted encumbrances : .00
Pre-encumbrance amount : .00
Total expenditures & encumbrances: .00 0.0%
Unencumbered balance : 60,750.00 100.0

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

MODIFICATION OF CONTRACT NUMBER: PS070350VR –

**Psychological/Counseling
& Assessment Services**

ISSUED BY: PURCHASING OFFICE
314 W. 11TH ST., RM 400
AUSTIN, TX 78701

PURCHASING AGENT ASST: Vania Ramaekers
TEL. NO: (512) 854-9700
FAX NO: (512) 854-9185

DATE PREPARED:
May 12, 2008

ISSUED TO: Samaritan Center
5425 A. Burnet Road
Austin Texas 78756

MODIFICATION NO.:
1

EXECUTED DATE OF ORIGINAL
CONTRACT:
September 16, 2007

ORIGINAL CONTRACT TERM DATES: 09/16/07 – 09/30/08

CURRENT CONTRACT TERM DATES: 09/16/07 – until terminated

FOR TRAVIS COUNTY INTERNAL USE ONLY:

Original Contract Amount: On as needed basis

Current Modified Amount \$ on as needed basis

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- b. Delete Attachment "B" Fee Schedule in its entirety and replace it with Revised Attachment "B" dated May 12, 2008.

Note to Vendor:

Complete and execute (sign) your portion of the signature block section below on 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: Samaritan Center for Counseling & Pastoral Care

- DBA
- CORPORATION
- OTHER

BY: Nancy Blaisch
SIGNATURE

BY: Nancy Blaisch
PRINT NAME

TITLE: Executive Director
ITS DULY AUTHORIZED AGENT

DATE:
5/21/08

TRAVIS COUNTY, TEXAS
BY: Cyd V. Grimes
CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT

DATE:
5/29/08

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

DATE:

Attachment A
Scope of Services
Revised as of May 12, 2008

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- 8.4 Score and interpret the Youth Self-Report (YSR) and Child Behavior Checklist (CBCL), and prepare a written report using the Department format to include background information, behavioral observations, test results, case conceptualization, diagnostic impressions, and treatment recommendations.
- 8.5. Complete and provide final written report to Department within seventy two (72) business hours of completion of the interview.

REQUIREMENTS

1. CONTRACTOR agrees to purchase and use the Youth Self Report (YSR) and Child Behavior Checklist (CBCL) forms, as well as the scoring software from Achenbach System of Empirically Based Assessment (ASEBA).
2. Department agrees to provide training to CONTRACTOR regarding the interview, administration, scoring and interpretation of the Youth Self Report (YSR) and Child Behavior Checklist (CBCL) forms and format of the final written report.
3. Professionals from the Samaritan Center that will be assigned to the youth referrals for this contract will have:
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 - 3.2. An active State of Texas certification and
 - 3.3. A minimum of 3 years experience with adolescent counseling

ATTACHMENT B
FEE SCHEDULE
Revised as of May 12, 2008

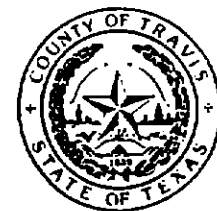
For and in consideration of Contractor Samaritan Center's full and satisfactory performance of the services and activities described in the Scope of Services Attachment A, revised as of May 12, 2008, Travis County shall pay Contractor at a rate of:

Individual Counseling Session (50 minute in length)	\$65.00 for each 50 minute session
Post Services mental Health Assessment and final Report	\$80.00 for each
Initial Mental Health Assessment	\$275.00 per assessment (up to 4 hours)

Contractor will not be paid for sessions scheduled but not provided, even in circumstances when the client does not appear for a scheduled appointment.

Sessions will be held with the child privately or with the child's family. The cost per session does not change.

TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT



Vance
5.12.08
JB

ESTELA P. MEDINA
Chief Juvenile Probation Officer

ADMINISTRATIVE SERVICES
COURT SERVICES
DETENTION SERVICES
PROBATION SERVICES
RESIDENTIAL SERVICES
SUBSTANCE ABUSE SERVICES
DOMESTIC RELATIONS OFFICE
JUVENILE JUSTICE
ALTERNATIVE EDUCATION
PROGRAM

COPE DIVISION
MAY 11 11:15 AM '08

TO: Cyd Grimes
Purchasing Agent

FROM: Estela P. Medina
Estela P. Medina
Chief Juvenile Probation Officer

RE: Contract Number PS070350VR – Samaritan Center

DATE: May 6, 2008

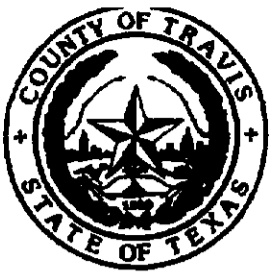
Travis County Juvenile Probation is currently contracting with Samaritan Center to provide services for Juvenile Offenders, for Psychological/Counseling and Assessment Services for our Collaborative Opportunities for Positive Experience (COPE) Division.

We are requesting a modification to the contract to add Mental Health Assessments. Attached are two attachments: "A" represents the scope of services and "B" represents the fee schedule. The following details the line item to be used for this modification.

Contract Number / Name: PS070350VR – Samaritan Center
Account Number: 623-4514-593-6099 M07623

If you need additional information in order to proceed, please do not hesitate to call me.

cc: Barbara Swift
Gail Penney-Chapmond
Sylvia Mendoza
Mike Williams
Marvin Brice



TRAVIS COUNTY PURCHASING OFFICE

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

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

9

Approved by: _____

Cyd V. Grimes 5/23/08

Voting Session: Tuesday, June 3, 2008

REQUESTED ACTION: CONSIDER AND TAKE APPROPRIATE ACTION ON UNCROSSMATCHED BLOOD PRODUCTS SERVICES AGREEMENT PS0800228RE BETWEEN DAUGHTERS OF CHARITY HEALTH SERVICES OF AUSTIN D/B/A BRACKENRIDGE HOSPITAL AND TRAVIS COUNTY. (EMERGENCY SERVICES)

Points of Contact:

Purchasing: Jorge Talavera

Department: Emergency Services, Danny Hobby, Executive Manager

County Attorney (when applicable): Barbara Wilson, Assistant County Attorney

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro and Jose Palacios

Other: STAR Flight, Casey Ping, Program Manager

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

This agreement is for the provision of uncrossmatched blood products services to assist in air ambulance service operations provided by STAR Flight. Over the last 18 months, STAR Flight has been working with the Seton blood bank to allow blood to be carried on the STAR Flight aircraft for the life-saving capabilities that having blood immediately available brings to severely injured trauma patients.

A blood refrigerator has been installed at the STAR Flight crew quarters at University Medical Center at Brackenridge, and a second refrigerator for the STAR Flight Hangar is currently being evaluated. For patients transfused by STAR Flight personnel that are brought to Brackenridge, and for which a Brackenridge patient account is established, the patient will be billed directly. For patients transported to other non-Seton facilities, or who expire en route, or for whom no Brackenridge patient account is established, Travis County will be charged. This fee will then be passed on to the patient, or their families, as part of the aero medical transport fee. The County shall pay Seton, upon invoice, Brackenridge's actual cost for providing the blood products.

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

Not applicable

➤ **Contract-Related Information:**

Award Amount: \$0.00 As Needed Basis
Contract Type: Professional Services
Contract Period: One Year Initial Term with Annual Auto Renewals

➤ **Solicitation-Related Information:**

Solicitations Sent: N/A Responses Received: N/A
HUB Information: N/A % HUB Subcontractor: N/A

➤ **Special Contract Considerations:**

- Award has been protested; interested parties have been notified.
- Award is not to the lowest bidder; interested parties have been notified.
- Comments:

➤ **Funding Information:**

- Purchase Requisition in H.T.E.:
- Funding Account(s): 001-5910-602-3051
- Comments:

➤ **Statutory Verification of Funding:**

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



Austin-Travis County EMS
STAR Flight



7800 Old Manor Road
Austin, TX 78724
www.starflightrescue.org

Dispatch 1-800-531-STAR
Administration (512) 854-6464
Fax (512) 854-6466

To: Marvin Brice, Purchasing Office
Through: Danny Hobby, Executive Manager, Emergency Services
From: Casey Ping, Program Manager, **STAR Flight**
Date: May 19, 2008
Subject: Seton Blood Contract

6-3-34

Over the last 18 months **STAR Flight** has been working with the Seton blood bank to allow blood to be carried on the **STAR Flight** aircraft. Everyone is very aware of the life saving capabilities that blood brings to severely injured trauma patients. In some cases it may mean the difference between life and death. We now have the opportunity to bring this life saving capability to the side of our most seriously injured patients.

A blood refrigerator has already been installed at the **STAR Flight** crew quarters at University Medical Center at Brackenridge. A second refrigerator for the **STAR Flight Hangar** is currently being evaluated.

Under most circumstances these patients will be transported to University Medical Center at Brackenridge. In those cases the patient will be billed directly for the blood used. If the patient is transported to a non-Seton facility Travis County will be charged and we will pass this fee on to the patient as part of their aero medical transport fee.

We recommend that Travis County proceed with this contract and bringing this increased clinical capability to the citizens of Travis County and Central Texas.

If you need any additional information please contact me.

RECEIVED
TRAVIS COUNTY
2008 MAY 20 AM 11:08
PURCHASING
OFFICE

TRAVIS COUNTY
Account Balance Inquiry

Fiscal Year	2008	:
Account number	1-5910-602.30-51	:
Fund	001 GENERAL FUND	:
Department	59 EMERGENCY MEDICAL SERVICE	:
Division	10 STARFLIGHT	:
Basic activity	60 HEALTH-HUM SVC (PUB HLTH)	:
Sub activity	2 EMERGENCY SERVICE	:
Element	30 OPER SUPP, REPR PRTS, & EQ	:
Object	51 DENTAL, MEDICAL, SAFETY EQ	:
Budget	13,045	:
Encumbered amount	3,301.95	:
Pre-encumbered amount00	:
Expenditures	4,742.65	:
Total expenditures	8,044.60	:
Balance	5,000.40	:

Press Enter to continue.

F3=Exit F12=Cancel

UNCROSSMATCHED BLOOD PRODUCTS SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is made by and between **Daughters of Charity Health Services of Austin d/b/a Brackenridge Hospital**, a Texas non-profit corporation, with an address at 601 East 15th Street, Austin, Texas 78701 ("Brackenridge") and Travis County ("County"), through the **City of Austin/Travis County STAR Flight Program** ("STAR Flight").

WHEREAS, County provides air ambulance services through *STAR Flight* and desires to engage Brackenridge to assist in such operation by providing uncrossmatched blood products services ("Services") pursuant to the terms and conditions provided in this Agreement; and

WHEREAS, Brackenridge desires to perform the Services for *STAR Flight*;

NOW THEREFORE, and in consideration of the mutual promises contained herein:

1. **Services.** Brackenridge agrees to provide the Services to County. The nature and scope of the Services shall be described in more detail in Exhibit A to this Agreement, which is hereby incorporated by reference.
2. **Licensure.** Brackenridge represents and warrants that it is a licensed acute care hospital, and that it holds all appropriate federal, state and local licenses and certifications to provide the Services. County represents and warrants that *STAR Flight* is a licensed air ambulance provider, and that it holds all appropriate federal, state and local licenses and certifications to operate as such.
3. **Fees.** Services rendered by Brackenridge shall be paid for as set forth in Exhibit A, which is hereby incorporated by reference. Payment on Brackenridge's invoices is due 30 days after the date of the invoice. All overdue fees shall be subject to the provisions of the Texas Prompt Payment Act.
4. **Fees Not Contingent.** The parties expressly acknowledge and agree that the fees due Brackenridge are in no way contingent upon County receiving payment or reimbursement for the Services from any third party payors, insurers, or other entities.
5. **Term.** The Effective Date is the date on which this agreement is signed by the last party to sign it. This Agreement shall be effective starting on the Effective Date and shall terminate on the one-year anniversary date of the Effective Date, unless it is sooner terminated in accordance with provisions of the Agreement. After the expiration of the initial one-year term, the Agreement shall automatically renew for additional one-year terms unless otherwise terminated in accordance with the provision of this Agreement.
6. **Termination for Breach.** Upon material breach of this Agreement by either party, the non-breaching party may give ten (10) days' prior written notice of the breach to the breaching party. Such notice shall state with reasonable specificity the nature of the alleged breach. Unless the breaching party cures the breach within ten (10) days of the notice, this Agreement will terminate automatically after the expiration of the ten (10) day period.

7. **Termination Without Cause.** This Agreement may be terminated, with or without cause, by either party upon thirty (30) days prior written notice.
8. **Confidentiality.** During the performance of this Agreement, each party may learn confidential business, financial, operational, or other information about the other, including, without limitation, the terms of this Agreement and the fee schedule set forth herein. To the extent allowed by and subject to the Texas Public Information Act, each party shall keep all such information strictly confidential and shall not use the information for any other purpose other than in connection with this Agreement.
9. **Confidentiality of Patient Information .** During the performance of this Agreement, each party may learn patient healthcare, billing and other confidential information ("Patient Information"). Each party shall keep all Patient Information strictly confidential and comply with all laws, rules and regulations relating to the confidentiality of Patient Information, including the provisions of the Texas Health & Safety Code Article 241 and the Health Insurance Portability and Accountability Act of 1996.
10. **Compliance with Texas Public Information Act.** If Brackenridge considers information confidential under the Texas Public Information Act, County agrees that it will not disclose this information to any third party without first complying with this section. In this section, "Attorney General" means the Attorney General of Texas and "TPIA" means the Texas Public Information Act in TEX. GOV'T CODE ANN. ch. 552, as amended. To the extent that compliance with any provision of this agreement would result in the County's non-compliance with the TPIA, that portion of this agreement has no force or effect. If County is requested to disclose information furnished to County by Brackenridge under the provisions of the TPIA, County must notify Brackenridge in writing of that request within one (1) working day of receipt of that request by the County Attorney. It is expressly agreed that County's officers and employees may request a decision from the Attorney General about the applicability of the TPIA to any information furnished to County and about whether that information is a public record of public information under the TPIA. Brackenridge has ten (10) days from the date County received the request for disclosure of information furnished to County by Brackenridge to provide any additional information to the Attorney General that should be considered if a request for a decision from the Attorney General is made under the TPIA. If the Attorney General provides a decision that the information furnished to County by Brackenridge must be disclosed, County must notify Brackenridge of the decision within one (1) working day of notice of County's receipt of the Attorney General's decision. Brackenridge must decide whether to ask County to seek relief from compliance with the Attorney General's opinion and advise the County of that decision within two (2) working days of its receipt of notice of the County's receipt of the Attorney General's decision. If Brackenridge requests that County seek relief from compliance with the Attorney General's decision to comply with a request for disclosure of information furnished to County by Brackenridge, Brackenridge must reimburse all reasonable costs incurred by County in seeking relief from compliance with the Attorney General's decision on a timely basis. It is further acknowledged by Brackenridge that County's officers and employees have the right to rely on the Attorney General's decision and that County's officers and employees have no liability or obligation to Brackenridge for disclosure of information furnished to County by Brackenridge in reliance on the Attorney General's decision.

11. **Insurance.** Brackenridge shall purchase and maintain, throughout the entire term of this Agreement, general and professional liability insurance covering liability for claims arising from the delivery of Services hereunder. Brackenridge acknowledges that County is self insured for general and professional liability for claims related to the delivery of Services hereunder.
12. **Force Majeure.** Brackenridge and County shall be excused from performance under this Agreement in the event that unforeseen conditions, including but not limited to natural disasters, floods, weather conditions, labor activity, Acts of God, civil unrest, acts of war or terrorism, or any other cause beyond the reasonable control that renders Brackenridge unable to perform the Services. A force majeure event shall not excuse any payment obligations of the County under this Agreement; however, a delay in payment due to a force majeure event shall not be deemed a breach of this Agreement.
13. **Independent Contractor Status.** In the performance of all Services and all obligations under this Agreement, Brackenridge and County are at all times acting and performing as independent contractors.
14. **Waiver of Breach.** Waiver of any breach of this Agreement by either party shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or any other provision of this Agreement. Brackenridge acknowledges that no officer, agent, employee, or representative of County has any authority to waive a breach of this Agreement or any attachments to it unless expressly granted that specific authority by the Commissioners Court and at the time of execution of this Agreement none have been given such authority. If any are given that authority, County will provide Brackenridge with the information necessary for Brackenridge to know which officers, agents, employees or representatives of County have been given such authority by the Commissioners Court.
15. **Assignment.** Neither party shall assign or transfer its rights, duties, or obligations under this Agreement without the prior written consent of the duly authorized representative of the other party. Brackenridge acknowledges that no officer, agent, employee, or representative of County has any authority to assign this Agreement unless expressly granted that specific authority by the Commissioners Court.
16. **Severability.** In the event that a provision of this Agreement is rendered invalid or unenforceable, the parties may, by mutual written agreement, amend this Agreement, and the remaining provisions of the Agreement shall be valid and enforceable. In the alternative, the parties may, by mutual written consent, agree to terminate the Agreement in its entirety. Brackenridge acknowledges that no officer, agent, employee, or representative of County has any authority to amend or terminate this Agreement or any attachments to it unless expressly granted that specific authority by the Commissioners Court and at the time of execution of this Agreement none have been given such authority. If any are given that authority, County will provide Brackenridge with the information necessary for Brackenridge to know which officers, agents, employees or representatives of County have been given such authority by the Commissioners Court.
17. **Limitation of Liability.** Brackenridge's liability under this Agreement for any reason shall be limited to, at Brackenridge's option, either correcting the Services not performed in accordance

with this Agreement or refunding the fees in full or in part paid with respect to the Services not appropriately performed. County must notify Brackenridge in writing regarding the deficient performance within thirty (30) days of occurrence. In no event shall Brackenridge be liable for any consequential, incidental, indirect, or special damages (including lost profits or revenue) of *STAR Flight* or of any third party.

18. **Governing Law.** Irrespective of the conflict of laws doctrine, this Agreement shall be governed, construed and enforced pursuant to and in accordance with the laws of the State of Texas. All duties and obligations of the parties created hereunder are performable in Travis County, Texas, and Travis County, Texas shall be the sole and exclusive venue for any litigation or other proceeding between the parties that may be brought or arise out of this Agreement.
19. **Availability of Records.** Until the expiration of four years after the furnishing of services called for under this Agreement, Brackenridge shall make available upon written request to the Secretary of Health and Human Services or the Comptroller General or their duly authorized representatives, this Agreement, and the books, documents, and records of Brackenridge that are necessary to certify the nature and extent of the costs related to the Agreement, and if Brackenridge carries out any of the duties of the Agreement through a sub-contract with a value or cost of \$10,000 or more over a twelve-month period, with a related organization, such sub-contract shall contain a clause to the effect that until the expiration of four years after the furnishing of such services pursuant to this Agreement, the related organization shall make available upon written request to the Secretary or Comptroller General or any of their duly authorized representatives, the sub-contract and books, documents and records of such organization that are necessary to verify the nature and extent of the costs related to the sub-contract.
20. **Amendments.** The terms of this Agreement may be modified at any time upon mutual written consent of the parties. Brackenridge acknowledges that no officer, agent, employee, or representative of County has any authority to terminate this Agreement or any attachments to it unless expressly granted that specific authority by the Commissioners Court.
21. **Notices.** Any notice to a party hereto pursuant to this Agreement shall be given to the other party in writing at the address listed for Brackenridge on the first page of this Agreement and to County at the following address:

Danny Hobby (or his successor)
 Executive Manager Emergency Services
 P.O. Box 1748
 Austin, Texas 78767-1748

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

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

and to:

Cyd Grimes (or her successor in office)
Purchasing Agent
P.O. Box 1748
Austin, Texas 78767-1748

Delivery shall be by personal delivery, overnight delivery by commercial courier for delivery with signature, or United States certified mail, return receipt requested. All notices sent to a party shall be sent to such party's address set forth in this Agreement, and if to Brackenridge, marked ATTENTION: Network Director of Laboratory, with a copy marked ATTENTION: Seton Network Contracting Services. Either party may change its address for notice purposes by notifying the other party in accordance with this Section.


22. **Entire Agreement.** This is the entire Agreement between the parties with respect to the services provided hereunder and it supersedes all prior agreements, proposals, or any understanding, whether written or oral.

23. **Fraud and Abuse Law and Texas Health & Safety Code.** The parties enter into this Agreement with the intent of conducting their relationship in full compliance with applicable state, local, and federal law, including Medicare/Medicaid Anti-Fraud and Abuse Amendments and the Texas Health & Safety Code Illegal Remuneration Law. Notwithstanding any unanticipated effect on any of the provisions herein, neither party will intentionally conduct itself under the terms of this Agreement in a manner to constitute a violation of these or any other laws.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be effective as of the Effective Date.

DAUGHTERS OF CHARITY HEALTH SERVICES OF AUSTIN D/B/A BRACKENRIDGE HOSPITAL

TRAVIS COUNTY

By: 
Name: John C. Brinkley
Title: President & CEO
Date: 3-27-08

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

EXHIBIT A TO UNCROSSMATCHED BLOOD PRODUCTS SERVICES AGREEMENT

SERVICES AND FEES

1. Overview of Services. Brackenridge shall provide uncrossmatched O negative RBC blood products for transfusion by County through *STAR Flight* air ambulance personnel.

2. Process. Brackenridge through the Brackenridge Transfusion Service (“BTS”) will put two units of uncrossmatched O negative RBC blood into the blood storage refrigerator located in the *STAR Flight* facility at Brackenridge Hospital. The blood units will be removed from the refrigerator by *STAR Flight* personnel prior to responding to a situation in which an immediate transfusion might be anticipated to be required. *STAR Flight* personnel must immediately place the blood units into an approved cooler using the standard packing protocol as directed by Brackenridge. *STAR Flight* personnel shall not remove blood from the cooler until the decision is made to transfuse or until the blood units are returned to the *STAR Flight* facility refrigerator at Brackenridge Hospital.

3. Refrigerator. County is responsible for the purchase of the blood storage refrigerator, as well as all routine maintenance, repairs and/or replacement of the refrigerator, all at County’s cost. County must obtain Brackenridge’s approval of the refrigerator prior to purchase. County will make the refrigerator available to BTS for the performance of quality control testing, changing of temperature recorder graphs and the stocking of blood units. Brackenridge will maintain responsibility for oversight of the quality control testing of the blood storage refrigerator including changing the weekly temperature recorder graphs and performing alarm function verifications. Brackenridge will maintain records of the quality control testing for the time period required by the applicable accreditation/regulatory agencies. Brackenridge reserves the right to withhold deliveries to the refrigerator if it is not properly maintained.

4. Transport Coolers. County is responsible for the purchase of all transport coolers, as well as all routine maintenance, repairs and/or replacement of the coolers, all at County’s cost. Coolers must provide safe storage conditions for red blood cell products and be validated for this purpose by Brackenridge prior to use. Brackenridge reserves the right to withhold deliveries if the coolers are not properly maintained. County will make the coolers available to Brackenridge for the performance of quality control testing. Brackenridge will perform initial and annual testing of the coolers. Brackenridge will maintain records of the quality control testing for the time period required by Brackenridge’s accreditation agencies.

5. Controlled Conditions. *STAR Flight* personnel will ensure that blood products are maintained under controlled conditions as specified by Brackenridge. If blood has reached out-of-range temperatures, Brackenridge must be notified immediately and the blood must be returned to Brackenridge through BTS for proper disposal. County will be charged, as per Section 13 of this Exhibit A, for any blood products that were damaged or destroyed due to inappropriate storage conditions.

6. Policies. County agrees to follow all policies provided to it by Brackenridge regarding handling of

blood. The policy shall be prepared by BTS and given to *STAR Flight* personnel when the transport coolers are purchased by County and quality control testing is completed by BTS. A copy of which is attached to this Agreement as Exhibit B . Brackenridge shall provide updated policies and procedures whenever there are any changes to such policies or procedures. County is not responsible for following policies and procedures until *STAR Flight* personnel have had a reasonable time which shall be no longer than 30 days after receipt of a copy of the policies and procedures to review and implement them *STAR Flight* shall have the right to terminate this Agreement during this thirty (30) days period if it determines it cannot implement the policies or procedures provided. The parties agree to review regularly the process and procedures described herein so as to ensure that patients receive appropriate transfusion support in an efficient and safe manner. All updates to policies and procedures shall be documented through an amendment to this Agreement that is approved by both parties.

7. Availability. Brackenridge shall have the right, in its sole discretion, to determine that its supplies of blood are not sufficient to supply blood to County pursuant to this Agreement, and Brackenridge shall have no liability to *STAR Flight*, the City of Austin, Travis County, or any other person or entity, for its inability to provide blood pursuant to this Agreement. County acknowledges and agrees that it has contingency plans in place to care for the patients it transports during times when blood supply is not available from Brackenridge.

8. Education. All *STAR Flight* personnel who will handle blood must have appropriate education and training on blood handling, including how to appropriately pack blood in approved coolers for transport. All *STAR Flight* personnel who will transfuse blood must have appropriate education and training on blood transfusion. County through *STAR Flight* personnel shall provide written documentation of such training and education to Brackenridge.

9. Pre-Transfusion Blood Specimens. *STAR Flight* personnel will make every effort to obtain a pre-transfusion blood specimen on every patient to be transfused with blood provided under this Agreement. This specimen must be labeled in a manner consistent with Brackenridge labeling requirements and must be labeled as a pre-transfusion specimen. This specimen will be provided to the BTS upon the patient's arrival at Brackenridge.

10. Notification of Transfusion. Upon arrival at Brackenridge or other destination facility, *STAR Flight* personnel will notify the BTS that O negative RBC were transfused. Additional required information includes the unique identifying number of the transfused blood product(s) and the patient's identification, as well as any other information reasonably requested by BTS. If the patient is taken to a facility other than Brackenridge, the blood transfusion service at that facility must be provided with the empty blood bags upon request. If the patient is taken to a facility other than Brackenridge, the BTS must be provided with unique identifying number of the transfused blood product(s) and the patient's identification.

11. Documentation. *STAR Flight* personnel must complete the transfusion record for each unit of transfused blood and must ensure that one copy of the record is provided to Brackenridge hospital clinical staff and a second copy is provided to BTS. Brackenridge shall maintain records of the final disposition of all blood units transfused or discarded by Starflight personnel. *STAR Flight* personnel

shall also provide, upon request, any additional reasonable documentation requested by BTS related to transfused blood.

12. Emergency Release Documentation. *STAR Flight* personnel is responsible for completing the Blood Emergency Release form on each transfused patient. *STAR Flight* personnel shall ensure that each form is signed by the responsible physician, and that a copy of the completed form is sent to BTS for appending to the patient's medical record.

13. Charges. For patients transfused by *STAR Flight* personnel that are brought to Brackenridge, and for which a Brackenridge patient account is established, Brackenridge shall bill the patient directly for the blood products transfused, and *STAR Flight* personnel shall not bill the patient for such services. For patients transfused by *STAR Flight* personnel who are transported to other facilities, or who expire en route, or who otherwise do not have a Brackenridge patient account established, or for any blood products that are damaged or destroyed due to County's inappropriate storage conditions, County shall pay Seton, upon invoice, Brackenridge's actual cost for providing the blood products.

EXHIBIT B**BRACKENRIDGE TRANSFUSION SERVICE****BLOOD HANDLING POLICY****BRACKENRIDGE HOSPITAL
TRANSFUSION SERVICE****Provision of Blood Products to *STAR Flight***Purpose:

To describe the process for the provision of uncrossmatched O negative RBC to the *STAR Flight* air ambulance service.

Principle:

Procedures must be established by both the transfusion service and *STAR Flight* to include:

- responsibility for the placement of O negative RBC's into the *STAR Flight* blood refrigerator
- establishment of an inventory level
- maintenance of blood products in a cooler for transport on the helicopter
- provision of a pretransfusion blood specimen
- policy for completion and return of the Blood Emergency Release Form and transfusion record to the transfusion service
- criteria for the return of O neg RBC's to the transfusion service inventory
- responsibility for quality control and repair of the blood refrigerator
- training of *STAR Flight* staff in the proper storage and transportation of blood products
- training of *STAR Flight* staff in blood administration procedures using the Seton policy *Administering Blood and Blood Products*.

Policies:

- A. The transfusion service will stock the blood storage refrigerator located in the *STAR Flight* facility at Brackenridge with two units of uncrossmatched O negative RBC. As units are transfused, they will be replaced by the transfusion service as soon as possible consistent with the workload and the availability of appropriate blood products.
- B. The blood products will be removed from the refrigerator by *STAR Flight* personnel prior to responding to a situation in which an immediate transfusion might be anticipated to be required. *STAR Flight* personnel must immediately place the blood units into an approved cooler using the standard packing protocol described below. *STAR Flight* personnel shall not remove blood from the cooler until the decision is made to transfuse or until the blood units are returned to the *STAR Flight* facility blood refrigerator.
- C. All *STAR Flight* personnel who will transfuse blood must have appropriate education and training on blood transfusion. Documentation of this training must be provided to the transfusion service.

- D. All **STAR Flight** personnel who will handle blood must have appropriate training on the handling of blood products, including how to appropriately pack blood in approved coolers for transport.
- E. Acceptable **STAR Flight** blood refrigerator temperature is monitored remotely in the laboratory.
- F. No other blood products may be placed in the **STAR Flight** blood refrigerator.
- G. Prior to transfusing blood products, **STAR Flight** personnel must:
1. Draw a pretransfusion blood specimen, if possible. Label the specimen with the word "Pretransfusion". This specimen will not be used for crossmatching but may be used to resolve typing discrepancies caused by the transfusion of the O negative RBC. It is the responsibility of **STAR Flight** personnel to label the specimen with the patient's trauma name and account number on arrival at Brackenridge. In order to avoid confusion, this specimen should never with labeled with a Fenwal label.
 2. If more than one patient is being transported by **STAR Flight**, the specimen must be identified as Patient 1, etc at the scene.
 3. Verify the donor information on the forms against the blood bag.
- H. Transfusion service notification
1. Upon arrival at Brackenridge, **STAR Flight** personnel must notify the transfusion service that O negative RBC were transfused. Patient identification and unit donor numbers must *be provided*.
 2. **STAR Flight** personnel must complete both transfusion forms with the patient's Brackenridge trauma alias and account number.
 4. Immediately return one completed Transfusion form to the Transfusion service with the pre-transfusion specimen if available.
 5. Place the second completed Transfusion form on the patient's medical record.
 6. If the patient is taken to a facility other than Brackenridge, the blood transfusion service at that facility must be provided with the empty blood bags upon request.
 7. If the patient is taken to a facility other than Brackenridge, the Brackenridge transfusion service must be provided with unique identifying number of the transfused blood product(s) and the patient's identification.
- I. Blood Emergency Release form
1. If O negative RBC are transfused by **STAR Flight** personnel, it is the responsibility of the **STAR Flight** personnel to ensure that a completed Blood Emergency form is returned to the transfusion service.
 2. The white copy of the Blood Emergency Release Form must be placed in the patient's medical record. The yellow copy of the completed form should be sent to the Transfusion Service.
- J. A temperature indicator is placed on all units assigned to the **STAR Flight** refrigerator. If the indicator shows that the unit has not been properly maintained, the unit is not acceptable for return to the transfusion service inventory. The unit will be discarded and **STAR Flight** will be charged. A Blood Product Wastage form must be completed by the transfusion service.
- K. In the event that units of blood are unaccounted for or that the appropriate completed Transfusion form and Blood Emergency Release Form are not sent for transfused units, no further units will be assigned to the **STAR Flight** blood refrigerator until all paperwork is complete. **STAR Flight** personnel are responsible for ensuring that the documentation of the transfusion of all units is provided to the transfusion service.

- L. The transfusion service is responsible for the performance of alarm testing, changing of temperature recorder graphs and the stocking of blood products. The transfusion service will maintain all quality control records.
- M. The units assigned to the *STAR Flight* refrigerator will be checked weekly by transfusion service staff who will verify:
1. Agreement between the number of assigned units and the number of units physically present
 2. Expiration dates of the units.
 3. That appropriate storage temperatures have been maintained.
- N. Preventive maintenance and cleaning are the responsibility of *STAR Flight* personnel.
- O. Repairs are the joint responsibility of the transfusion service and *STAR Flight*. The transfusion service must be notified if a refrigerator malfunction occurs in order to ensure that proper storage of the blood products is maintained. *STAR Flight* personnel must notify the transfusion service if the blood refrigerator is repaired so that validation testing can be performed if required.

Procedure:

A. Storage of blood products in the *STAR Flight* blood refrigerator / Responsibility assigned to transfusion service staff

1. Select units for assignment to the *STAR Flight* refrigerator.
 - a. Units must have at least fourteen days of shelf life remaining.
 - b. Units which meet special transfusion criteria, i.e. CMV= are not routinely selected.
Irradiated units are not assigned to the *STAR Flight* blood refrigerator.
 Visually inspect units for acceptable appearance. If the visual inspection is unacceptable, the unit must be discarded.
2. Complete specified portions of two Transfusion forms for each unit.
 - a. Indicate the donor unit number.
 - b. Indicate the donor unit blood type.
 - c. Indicate the donor unit expiration date.
3. Complete an Uncrossmatched Blood label for each unit.
 - a. Indicate patient name and bracelet number as unknown.
 - b. Indicate the donor unit number for the corresponding unit.
 - c. Attach label to the front of the blood bag at the top of the unit.
4. Document the transfer of the units to the *STAR Flight* blood refrigerator in the computer.
5. Remove at least two closed segments from each unit.
 - a. Place into the corresponding pilot tube.
 - b. Place tube into the designated rack in the refrigerator.
6. Place Safe-T-Vue temperature indicator on each unit.
 - a. Indicator must be refrigerated at 1-6°C for 24 hours prior to use.
 - b. Indicator can not be refrigerated for more than four weeks.
 - c. Remove the units one at a time from the refrigerator.
 - d. Remove a Safe-T-Vue indicator from the refrigerator.
 - e. Peel off the bottom white "remove" liner and attach the indicator on the front of the blood bag near the bottom directly on the plastic.
 - f. Peel off the top printed lid.
 - g. Fold the white dot into the red dot. Press together firmly until snapped closed.
7. Attach both copies of the Transfusion form to the corresponding donor unit with a rubber band.

8. Place the units into a cooler for transport to the *STAR Flight* facility.
9. Place the units in the *STAR Flight* blood refrigerator.

B. Preparation of the cooler for transportation of red cell units / Responsibility assigned to *STAR Flight* personnel

1. Select an approved cooler that is designed to allow the use of a frozen lid insert.
2. Remove a well-frozen insert from the freezer and attach it to the inside of the cooler lid.
3. Remove one well-frozen, properly wrapped "ice block" from the freezer and place in the bottom of the cooler. The "ice block" must be wrapped in an absorbent mat to protect the blood products from direct contact with the "ice block".
4. Place the RBC unit(s) on top of the "ice block".
5. Place a temperature bag designated for refrigerator temperature monitoring between the two units of the RBC.
6. Close the lid. The lid must remain closed until the unit is removed at the other facility.
7. Document the unit numbers and the time that the blood products were removed from the blood refrigerator on the *STAR Flight* Blood Product Transportation form.

C. Return of unused blood products to the *STAR Flight* blood refrigerator / Responsibility assigned to *STAR Flight* personnel

1. Verify that the Safe-T-Vue indicator has not turned RED.
2. Document the temperature of the units and the time that the blood products were returned to the blood refrigerator on the *STAR Flight* Blood Product Transportation form. Acceptable range: 1-10° C.
3. If the Safe-T-Vue indicator is RED or if the temperature is outside the acceptable range, return the units to the transfusion service for disposal.
4. If the units were transfused, document the transfusion on the *STAR Flight* Blood Product Transportation form.
5. The completed *STAR Flight* Blood Product Transportation form will be picked up by the transfusion service at the end of each month.

Quality Control:

1. The temperature in the refrigerator, on the digital display and on the recording graph is read by *STAR Flight* personnel each morning and called to the transfusion service.
2. The technologist in the transfusion service is responsible for recording the temperatures and acceptability of the results on the temperature record.
3. If the temperatures are found to be unacceptable, no blood can be assigned for storage in the refrigerator until the temperature returns to 1-6°C. The transfusion service staff is responsible for determining if existing inventory must be removed. Guidelines are the same as for blood storage refrigerators in the transfusion service.
4. The Transfusion Service should be notified if the temperature is outside the 1-6°C range. An explanation for the deviation must be indicated on the recording graph. The transfusion service and the *STAR Flight* personnel share this responsibility.
5. Proper transportation conditions are ensured by the use of the Safe-T-Vue indicator that is an irreversible temperature indicator. The indicator will appear as a white center with a red edge if the temperature of the unit approaches 10°C. The center of the indicator will be red if the temperature reaches or exceeds 10°C.
6. The recording graph is changed weekly by the Transfusion Service.
7. Testing of the alarm system is the responsibility of the Transfusion Service.

BRACKENRIDGE HOSPITAL TRANSFUSION SERVICE
 601 East 15th St. Austin, Texas 78701

STAR Flight Blood Product Transportation

Removal from the blood refrigerator				Disposition of Unit				
Unit #	Date	Time	Initials	Returned to Blood Refrigerator			Transfused ? Indicate Yes if transfused	Initials
				Date	Time	Temp		

Reviewed: _____



TRAVIS COUNTY PURCHASING OFFICE

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

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

10

Approved by: _____

Cyd V. Grimes 5/23/08 MB

Voting Session: Tuesday, June 3, 2008

REQUESTED ACTION: APPROVE MODIFICATION NO. 5 TO CONTRACT NO. 07K00254RV, STEWART BUILDERS, LTD. FOR CONSTRUCTION OF NEW BUILDINGS FOR THE TNR EASTSIDE SERVICE CENTER. (FACILITIES MANAGEMENT)

Points of Contact:

Purchasing: Richard Villareal

Department: Facilities Management, Roger A. El Khoury, M.S., P.E., Director;
Carolyn O' Hara, R. A.

County Attorney (when applicable): John Hille

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro And Jose Palacios

Other: Alicia Perez, Executive Manager, Administrative Operations

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

This contract requires the vendor to provide all labor and materials necessary for the construction of the Fleet Service Building, Warehouse/Sign Shop Building, Administrative/Town Hall Building, Covered Structure A and Covered Structure B at the TNR Eastside Service Center.

Modification No. 4 was issued to add the Administrative/Town Hall Building. This modification exceeded the 25% threshold which ultimately requires each subsequent modification to receive Commissioners Court approval.

The proposed modification will provide chain link fencing and steel grating for various locations and includes other minor changes to the work. It increases the contract by \$3,216.78, from \$5,163,763.00 to \$5,166,979.78.

- **Contract Expenditures:** Within the last 10 months \$2,858,119.41 has been spent against this contract.
- **Contract Modification Information:**
Modification Amount: \$3,216.78 (Firm Amount)
Modification Type: Construction

➤ **Solicitation-Related Information:**

Solicitations Sent: N/A

Responses Received: N/A

HUB Information: N/A

% HUB Subcontractor: N/A

➤ **Special Contract Considerations:**

Award has been protested; interested parties have been notified.

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

Comments:

➤ **Funding Information:**

Purchase Requisition in H.T.E.: Requisition No. 440447

Funding Account(s): 510-1405-801-8105

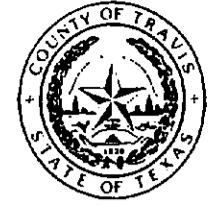
Comments:

➤ **Statutory Verification of Funding:**

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

FACILITIES MANAGEMENT DEPARTMENT

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



Rich
5.20.08
MB

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

MEMORANDUM

FMD Project: ESCC-01-06C-1N
FILE: 802

TO: Cyd V. Grimes, CPM, Purchasing Agent
VIA: Roger A. El Khoury, M.S., P.E., Director
FROM: Carolyn O'Hara, R.A.
DATE: May 19, 2008
SUBJECT: Eastside Service Center Project
Contract Modification Number Five, Stewart Builders, Ltd
Contract Number 07K00254RV

Roger El Khoury
RECEIVED
TRAVIS COUNTY
2008 MAY 19 PM 2:03
PURCHASING
OFFICE

This Contract Modification Number Five is for changes to the construction work at Eastside Service Center Project as described in the attached documentation:

This Contract Modification will increase the contract by \$3,216.78 from \$5,163,763 to \$5,166,979.78 and will not impact the project schedule. Facilities Management Department (FMD) has reviewed and negotiated the cost and time for this Contract Modification and has determined that the cost and time are fair and reasonable.

Funds for this Contract Modification are in account 506-1405-801-9105 and are encumbered under the requisition number 440447. Facilities Management Department recommends approval.

In accordance with the procedure to secure the approval of this Contract Modification this request is being forwarded along with the supporting documents for Commissioners Court approval on May 27, 2008. If approved, please issue a fully executed Contract Modification Number Five to Stewart Builders, Ltd. Please call Carolyn O'Hara, RA, at extension 44285 if you have any questions.

ATTACHMENTS:

1. Three signed originals of Contract Modification Number Five
2. Supporting documents

COPY TO:

Alicia Perez, Executive Manager, Administrative Operations
Amy Draper, CPA, Financial Manager, FMD
Ben Noack, Architectural Associate, FMD
Richard Villareal, Purchasing Agent Assistant, Purchasing Office

Fiscal Year 2008

Account Balance Inquiry

Account number : 510-1405-801.81-05
Fund : 510 L/T CERT OF OBLIG, 2008
Department : 14 FACILITIES MANAGEMENT
Division : 05 PROJECT MANAGEMENT SVCS
Activity basic : 80 CAPITAL PROJECTS
Sub activity : 1 GENERAL GOVERNMENT
Element : 81 CAPITAL OUTLAY
Object : 05 BUILDINGS

Original budget : 0
Revised budget : 4,356,284 05/08/2008
Actual expenditures - current . . . : 70,404.97
Actual expenditures - ytd : 2,300,000.00
Unposted expenditures : .00
Encumbered amount : 929,320.03
Unposted encumbrances : .00
Pre-encumbrance amount : 434,616.78
Total expenditures & encumbrances: 3,734,341.78 85.7%
Unencumbered balance : 621,942.22 14.3

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

PURCHASE REQUISITION NBR: 0000440447

REQUISITION BY: ANGELA DAVIS 854-9084

STATUS: READY FOR BUYER PROCESS
REASON: MOD #5 PO 373866 ATTN: RICHARD (EASTSIDE SVC CTR)

DATE: 5/15/08

SHIP TO LOCATION: FACILITIES MANAGEMENT

SUGGESTED VENDOR: 69550 STEWART BUILDERS INC

DELIVER BY DATE: 5/29/08

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
----------	-------------	----------	-----	-----------	-------------	--------------------

1	CONSTRUCTION OF NEW BLDGSTNR EASTSIDE SERVICE CNTR	3055.94	DOL	1.0000	3055.94	
	COMMODITY: BUILDING CONSTRUCT SVCS					
	SUBCOMMOD: GEN BUILDING CONSTRUCTION					
	INVENTORY BUILDING: FE STOCK NO: 909-049-00089					

2	RETAINAGE-TNR EASTSIDE SERVICE CENTER	160.84	DOL	1.0000	160.84	
	COMMODITY: BUILDING CONSTRUCT SVCS					
	SUBCOMMOD: RETAINAGE BLDG CONSTRUCT					
	INVENTORY BUILDING: FE STOCK NO: 909-098-00052					

REQUISITION TOTAL: 3216.78

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	AMOUNT
1	51014058018105	XESCC01 Eastside Service Center	3055.94
2	51014058018105	XESCC01 Eastside Service Center	160.84
			3216.78

REQUISITION IS IN THE CURRENT FISCAL YEAR.

TRAVIS COUNTY CONSTRUCTION CHANGE ORDER

CHANGE ORDER No. 5:

DATE: May 15, 2008

CONTRACTOR:

Stewart Builders, Ltd.
35 County Rd 150
Georgetown, TX 78626

PROJECT:

Eastside Service Center
Bid No. B070254-RV
Contract No. 07K00254RV

ISSUED BY:

Travis County Purchasing Office
314 West 11th Street, Rm. 400
Austin, TX 78701
(512) 854-9700 / Fax (512) 854-9185

PROJECT MANAGER:

Facilities Management
1010 Lavaca St., Suite 400
Austin, TX 78701
(512) 854-9661 / Fax (512) 854-9226

DESCRIPTION OF CHANGES:

1. Pursuant to the Texas Local Government Code Section 262.031, the County and the Contractor hereby modify the Construction Contract (including plans and specifications), in accordance with the changes outlined in the following **seventeen (17) pages** attached to this modification, incorporated herein as if set out at length.
2. The Contractor agrees to provide supervision, labor and material in general compliance with the contract documents and as specifically described in the attachments. This Change to the Work includes:

(As listed on following page)

Except as provided herein, all terms, conditions, and provisions of the above referenced contract as heretofore amended, remain unchanged and in full force and effect. Contractor agrees that by executing this Change Order he has been fully compensated for the Work (cost and schedule impact) that is the subject of this Change Order. Contractor agrees to make no further claim, by any type of remedy, in relation to this Modification.

Cost/Schedule Impact:	Increase: \$3,216.78	Decrease:	Add: 0 Days
The original Contract Sum was		\$	3,788,000.00 ✓
Net change by previously authorized Change Orders		\$	1,375,763.00 ✓
The total contract sum prior to this Change Order No. 5		\$	5,163,763.00 ✓
The total contract sum will be increased by this Change Order		\$	3,216.78 ✓
The total contract sum including this Change Order No. 5		\$	5,166,979.78 ✓
The Contract Time will be: unchanged			0 day
The Substantial Completion Date for the Project as of this Change Order is			August 15, 2008.

AGREED TO: Stewart Builders, Ltd.

Signed: [Signature] 5/15/08
By: John Miles Date
Contractor Project Manager

RECOMMENDED BY: Facilities Management

Signed: [Signature] 5/19/08
By: Roger A. El Khoury, M.S., P.E. Date
Director of Facilities Management

RECOMMENDED BY: Facilities Management

Signed: [Signature] 5/16/08
By: Carolyn O'Hara, R.A. Date
Travis Co. Project Manager

AUTHORIZED BY: Travis Co. Purchasing Office

Signed: [Signature] 5/23/08
By: Cyd V. Grimes, C.P.M. Date
Purchasing Agent

APPROVED BY: Travis Co Commissioners Court

Signed: _____
By: Samuel T. Briscoe Date
County Judge

List of Change Order #5 Items includes:

1. CP#15 – \$4000 for Steel Grating at Containment Area – Upgrade from Pedestrian to Traffic-rated
2. CP#17 - \$2990.78 for Generator Rental. Provision of temporary power by means of a rented Generator for essential construction activities, for April charge
3. CP#18 – (\$8300) credit for Deleted Lightning Protection at Vehicle Parking A & B
4. CP#19 - \$10,386 for Steel grating at Overhead doors – upgrade to Traffic-rated
5. CP#20 - \$206 to relocate bollard
6. CP#23 - \$11,159 for Chain Link fence, various locations
7. CP#24 – (\$17,225) credit for deleted Fleet Fire Pump

Stewart Builders, Inc.

General Contractor · Construction Managers

COST PROPOSAL #15 - REVISED

Contractor:

Stewart Builders, Inc.
35 County Road 150
Georgetown, Texas 78626

Project:

TNR Eastside Service Center
Bid No. B070254-RV
Contract No. 07K00254RV

To: Carolyn O'Hara, Architect
Travis County Facilities Maintenance

Date: 4/30/2008

Description:

Install Neenah R-4999-FX grating for drains at Containment Area at Fleet Building
Per RFI #65
REVISED to delete OH&P. Only paying for product installed.

Total This Cost Proposal - REVISED

\$ 4,000

Original Contract Sum

N/A

Total Previously Approved Change Orders

N/A

Total Contract Sum Prior To This Cost Proposal

N/A

Revised Contract Sum Including This Cost Proposal

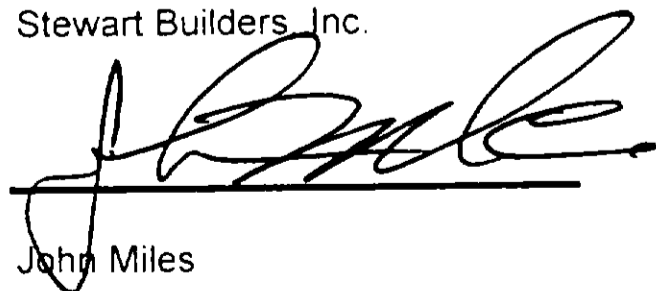
N/A

Additional Time Required

0 days

CONTRACTOR:

Stewart Builders, Inc.



John Miles
Project Manager

COST PROPOSAL DETAIL

DESCRIPTION	QTY	UNIT	UC LAB	LABOR COSTS	UC MAT.	MAT COSTS	UC EQ.	EQ. COST	SUB COSTS
Neenah Grating	1	ea		\$0.00	\$5,567.00	\$5,567		\$0	\$5,567
Spec grating	-1	ea		\$0.00	\$1,545.00	-\$1,545		\$0	-\$1,545
				\$0.00		\$0		\$0	\$0
				\$0.00		\$0		\$0	\$0
				\$0.00		\$0		\$0	\$0
				\$0.00		\$0		\$0	\$0
				\$0.00		\$0		\$0	\$0
				\$0.00		\$0		\$0	\$0
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				\$0.00		\$0		\$0	\$0
				\$0.00		\$0		\$0	\$0
				\$0.00		\$0		\$0	\$0
				\$0.00		\$0		\$0	\$0
				\$0.00		\$0		\$0	\$0
				\$0.00		\$0		\$0	\$0
				\$0.00		\$0		\$0	\$0
SUBTOTALS				\$0.00		\$4,022.00		\$0.00	\$4,022

SUBTOTAL SUBCONTRACTORS \$4,022

MARKUP

GC OH & PROFIT 15% on \$ 4,022 \$0
 10% on \$ - \$0
 7.5% on \$ - \$0

TOTAL OH & P \$0 \$4,022

BONDS 2.5% on \$4,022 \$0

TOTAL CHANGE ORDER \$4,022

Stewart Builders, Inc.

General Contractor • Construction Managers

COST PROPOSAL #17 – REVISED 2

5/02/08

Roger El Khoury, Director
Carolyn O'Hara, Architect
Travis County Facilities Management

RE: TNR Eastside Service Center
Generators for Temp Building Power

Per your request, please see the following monthly cost associated with providing temp power generators on-site. Cost is based on actual usage for the month of April and will be typical of monthly charges incurred until temporary site power can be provided. On April 1, 2008, Stewart Builder's replaced the 45KVA generator with a 70KVA generator due to demand needed for the Fleet building.

Per United Rentals quote: 70 - 84 KVA \$2990.78 - Per Month

NOTE: Please see the attached quotes. Under the "Generator" line item there is a disclaimer about an additional charge for usage above and beyond a normal 8 hour day/40 hour week/ 160 hour month. This charge adds 50%-100% of the cost of the rental (rate x 1.5 or 2.0). These charges will apply due to running the generator(s) after hours to charge lifts and equipment. Cost does not include extension cord or distribution box.

NOTE: Stewart Builder's began renting 45-49 KVA generator for the Fleet Building on 2/21/08 and upgraded to a 70-84KVA generator on 4/1/08.

April usage was 368 hours. This puts this generator into the "2nd Shift" rate of rate x 2.0. This usage will be typical for the remainder of this project or until temporary site power is provided.

Please note that Stewart Builder's is not including the cost of fuel for this generator. Stewart provides a fuel truck 3 times per week to keep this generator running.

Stewart Builders, Inc.

General Contractor • Construction Managers

COST PROPOSAL #17 – REVISED 2

Please see attached documentation for cost.

Please review and approve as necessary.

Respectfully,



John Miles
Project Manager
Stewart Builders, Ltd.



ATION #536
NORTH BELL
CEDAR PARK, TX 78613
512-335-0061 512-335-0120 FAX

RENTAL QUOTE

71658980

800-UR Rents (800-877-3687)



Customer Number :	8401808
Quote Date :	2/13/08
Estimated Out :	4/30/08 8 AM
Estimated In :	5/28/08 8 AM
Job Location:	6011 BLUE BLUFF RD, AUSTIN
Job Number :	7
P.O. Number :	QUOTE
Ordered By :	WENDY
Written By :	UR536RM
Salesperson :	7384

Job Site

TRAVIS COUNTY EASTSIDE SVR CNT
6011 BLUE BLUFF RD
AUSTIN, TX 78724

Office: 512-931-3033 Cell: 512-931-3033

Customer

STEWART BUILDERS LTD AUSTIN
35 COUNTY ROAD 150
GEORGETOWN, TX 78628

Qty	Equipment #	Min	Day	Week	4 Week	Amount
1	GENERATOR 70-84 KVA 2403186	250.00	250.00	500.00	1350.00	1350.00
Rates calculated with single shift Day: over 8 hrs: rate x 1.5 Week: over 40 hrs: rate x 1.5 Month: over 160 hrs: rate x 1.5 **** 2nd Shifts and over: rate x 2 ****						
1	GENERATOR 70-84 KVA 2403186	375.00	375.00	750.00	2025.00	2025.00
Rates calculated at 1.5 rate						
1	GENERATOR 70-84 KVA 2403186	500.00	500.00	1000.00	2700.00	2700.00
Rates calculated at double shift						
SALES ITEMS:						
Qty	Item number	Stock class	Unit	Price	Amount	
1	TKDSL TEXAS DIESEL TAX UM: (EA) EACH	MCI	EA	121.500	121.50	
1	ENV ENVIRONMENTAL CHARGE UM: (EA) EACH	MCI	EA	25.000	25.00	
					Sub-total:	6221.50
					Tax:	503.25
					Estimated Total:	6724.75

Month 0-160 hours = Rate
 160-320 hours = Rate x 1.5
 320+ hours = Rate x 2.0

Note: This proposal may be withdrawn if not accepted within 30 days.

THIS IS NOT A RENTAL AGREEMENT. THE RENTAL OF EQUIPMENT AND ANY OTHER ITEMS LISTED ABOVE IS SUBJECT TO AVAILABILITY AND ACCEPTANCE OF THE TERMS AND CONDITIONS OF UNITED'S RENTAL AGREEMENT, WHICH MUST BE SIGNED PRIOR TO OR UPON DELIVERY OF THE EQUIPMENT AND OTHER ITEMS.



ATION #536

INITIAL QUOTE

800-UR Rents (800-877-3687)

512-335-0061 512-335-0120 FAX



71658980

Job Site

TRAVIS COUNTY EASTSIDE SVR CNT
6011 BLUE BLUFF RD
AUSTIN, TX 78724

Office: 512-931-3033 M#: 512-931-3033

Customer Number :	8401808
Quote Date :	2/13/08
Estimated Out :	4/30/08 8 AM
Estimated In :	5/28/08 8 AM
Job Location:	6011 BLUE BLUFF RD, AUSTIN
Job Number :	7
P.O. Number :	QUOTE
Ordered By :	WENDY
Written By :	UR536RM
Salesperson :	7384

Customer

STEWART BUILDERS LTD AUSTIN
35 COUNTY ROAD 150
GEORGETOWN, TX 78628

Qty	Equipment #	Min	Day	Week	4 Week	Amount
1	GENERATOR 70-84 KVA 2403186	500.00	500.00	1000.00	2700.00	2700.00
Rates calculated at double shift						
SALES ITEMS:						
Qty	Item number	Stock class	Unit	Price	Amount	
1	TXDSL TEXAS DIESEL TAX	MCI	EA	54.000	54.00	
1	UM: (EA) EACH ENV ENVIRONMENTAL CHARGE	MCI	EA	12.960	12.96	
	UM: (EA) EACH					

April hours - 368
Meter in - 11184.0
Meter out - 11552.2

Sub-total: 2766.96
Tax: 223.82
Total: 2990.78

FAX RECEIPT

Note: This proposal may be withdrawn if not accepted within 30 days.

THIS IS NOT A RENTAL AGREEMENT. THE RENTAL OF EQUIPMENT AND ANY OTHER ITEMS LISTED ABOVE IS SUBJECT TO AVAILABILITY AND ACCEPTANCE OF THE TERMS AND CONDITIONS OF UNITED'S RENTAL AGREEMENT, WHICH MUST BE SIGNED PRIOR TO OR UPON DELIVERY OF THE EQUIPMENT AND OTHER ITEMS.

Stewart Builders, Inc.

General Contractor • Construction Managers

COST PROPOSAL #18

4/1/08

Carolyn O'Hara, Architect
Travis County Facilities Management

RE: TNR Eastside Service Center
Lightning Protection

Carolyn,

Per your request, please see the following **CREDIT** associated with deleting Lightning Protection at Parking Structures G & H.

Per BJ Electric quote

<\$8,300>

Please see attached documentation for back-up.

Please review and approve as necessary.

Respectfully,



John Miles
Project Manager
Stewart Builders, Ltd.

BJ ELECTRIC

electrical service specialists

1509 three points road pflugerville, texas 78660

990-5500

fax 990-5567

To: Stewart Builders Job Date: 29 April 08

From: James Payne

Project: Texas County

Comments:

Delete lightning protection
from the two parking structures.

\$
< 0,300 >

Stewart Builders, Inc.

General Contractor · Construction Managers

COST PROPOSAL #19 - REVISED

Contractor:

Stewart Builders, Inc.
35 County Road 150
Georgetown, Texas 78626

Project:

TNR Eastside Service Center
Bid No. B070254-RV
Contract No. 07K00254RV

To: Carolyn O'Hara, Architect
Travis County Facilities Maintenance

Date: 4/30/2008

Description:

Install Neenah R-4999-CX grating for trench drains at OH doors at Fleet Building
Per RFI #6
REVISED to delete OH&P and mark-ups and lower cost \$2000. Original proposal was \$14,192.

Total This Cost Proposal - REVISED

\$ 10,386

Original Contract Sum

N/A

Total Previously Approved Change Orders

N/A

Total Contract Sum Prior To This Cost Proposal

N/A

Revised Contract Sum Including This Cost Proposal

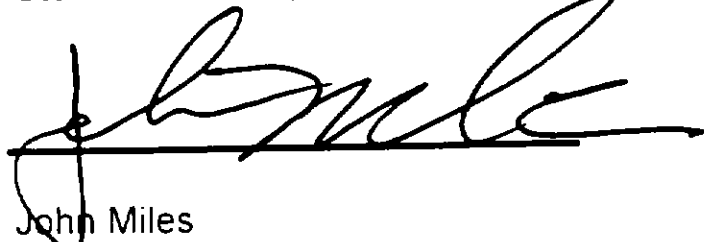
N/A

Additional Time Required

0 days

CONTRACTOR:

Stewart Builders, Inc.



John Miles
Project Manager

COST PROPOSAL DETAIL

DESCRIPTION	QTY	UNIT	UC LAB	LABOR COSTS	UC MAT.	MAT COSTS	UC EQ.	EQ. COST	SUB COSTS
Neenah Grating	1	ea		\$0.00	\$29,978.00	\$29,978		\$0	\$29,978
Spec grating	-1	ea		\$0.00	\$17,845.00	-\$17,845		\$0	-\$17,845
				\$0.00		\$0		\$0	\$0
Shared	-1			\$0.00	\$2,000.00	-\$2,000		\$0	-\$2,000
Responsibility				\$0.00		\$0		\$0	\$0
				\$0.00		\$0		\$0	\$0
				\$0.00		\$0		\$0	\$0
				\$0.00		\$0		\$0	\$0
				\$0.00		\$0		\$0	\$0
				\$0.00		\$0		\$0	\$0
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				\$0.00		\$0		\$0	\$0
				\$0.00		\$0		\$0	\$0
				\$0.00		\$0		\$0	\$0
				\$0.00		\$0		\$0	\$0
				\$0.00		\$0		\$0	\$0
SUBTOTALS				\$0.00		\$10,133.00		\$0.00	\$10,133

SUBTOTAL SUBCONTRACTORS \$10,133

MARKUP

GC OH & PROFIT	15%	on	\$ 10,000	\$0
	10%	on	\$ 133	\$0
	7.5%	on	\$ -	\$0

TOTAL OH & P \$0 \$10,133

BONDS 2.5% on \$10,133 \$253

TOTAL CHANGE ORDER \$10,386

Stewart Builders, Inc.

General Contractor · Construction Managers

COST PROPOSAL #20

Contractor:

Stewart Builders, Inc
35 County Road 150
Georgetown, Texas 78626

Project:

TNR Eastside Service Center
Bid No. B070254-RV
Contract No. 07K00254RV

To: Carolyn O'Hara, Architect
Travis County Facilities Maintenance

Date: 4/18/2008

Description:

Relocate 1 bollard at Sign Shop Loading dock to AC pad at east side exterior.
Patch sawcut at original bollard location

Total This Cost Proposal

\$ 206

Original Contract Sum

N/A

Total Previously Approved Change Orders

N/A

Total Contract Sum Prior To This Cost Proposal

N/A

Revised Contract Sum Including This Cost Proposal

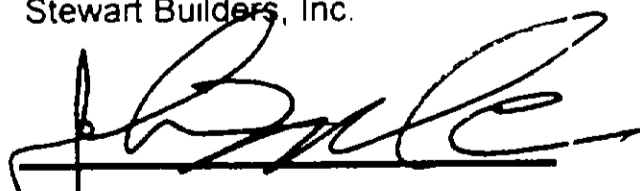
N/A

Additional Time Required

0 days

CONTRACTOR:

Stewart Builders, Inc.



John Miles
Project Manager

Stewart Builders, Inc.

General Contractor · Construction Managers

COST PROPOSAL #23

Contractor:

Stewart Builders, Inc.
35 County Road 150
Georgetown, Texas 78626

Project:

TNR Eastside Service Center
Bid No. B070254-RV
Contract No. 07K00254RV

To: Carolyn O'Hara, Architect
Travis County Facilities Maintenance

Date: 4/29/2008

Description:

Install Chain Link Fencing per plans and specifications.
Fencing shown in Fleet Building on sheets AF2.0, 2.1, 2.2, 2.3
Per Addendum #3 dated 5/30/07, Q/A #10, chain link fence not in the bid scope of work. To be done by others.

Total This Cost Proposal

\$ 11,159

Original Contract Sum

N/A

Total Previously Approved Change Orders

N/A

Total Contract Sum Prior To This Cost Proposal

N/A

Revised Contract Sum Including This Cost Proposal

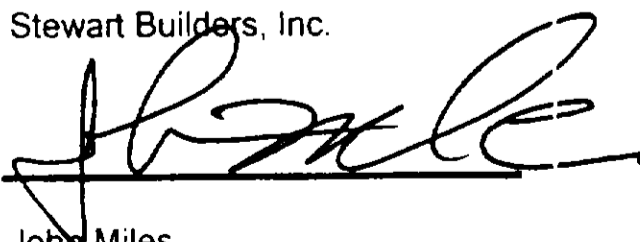
N/A

Additional Time Required

0 days

CONTRACTOR:

Stewart Builders, Inc.



John Miles
Project Manager

COST PROPOSAL DETAIL

DESCRIPTION	QTY	UNIT	UC LAB	LABOR COSTS	UC MAT.	MAT COSTS	UC EQ.	EQ. COST	SUB COSTS
Per Allied Fence quote	1			\$0		\$0	\$9,467	\$9,467	\$9,467
				\$0		\$0		\$0	\$0
				\$0.00		\$0		\$0	\$0
				\$0.00		\$0		\$0	\$0
				\$0.00		\$0		\$0	\$0
				\$0.00		\$0		\$0	\$0
				\$0.00		\$0		\$0	\$0
				\$0.00		\$0		\$0	\$0
				\$0.00		\$0		\$0	\$0
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				\$0.00		\$0		\$0	\$0
				\$0.00		\$0		\$0	\$0
				\$0.00		\$0		\$0	\$0
				\$0.00		\$0		\$0	\$0
SUBTOTALS				\$0		\$0.00		\$9,467.17	\$9,467

SUBTOTAL SUBCONTRACTORS \$9,467

MARKUP

GC OH & PROFIT	15%	on	\$ 9,467	\$1,420
	10%	on	\$ -	\$0
	7.5%	on	\$ -	\$0

TOTAL OH & P \$1,420 \$10,887

BONDS 2.5% on \$10,887 \$272

TOTAL CHANGE ORDER \$11,159



**ALLIED FENCE COMPANY
PROPOSAL**

Date 4/1/08

Ph. (512) 255-5416
 Fax (512) 255-7096
 13350 Old Kimbro Rd., Building A
 Manor, TX 78653

Email: alliedfence1950@shcglobal.net

JAN MILES

Buyer: STEWART BUILDERS Phone: (512)-6172 Fax: _____
 Mailing Address: _____ City: _____ Zip: _____
 Install at Address: 611 DAVE DUFF Albany, TX 75533

When signed by the Buyer and accepted by this Company, this proposal becomes a contract - binding both Buyer and Company.

Description of fence to be installed:

3 1/4 total feet 8 high chain link
 _____ total feet _____ high (CHAIN LINK)
 _____ total feet _____ high _____

Total Contract Price \$ 9467.17
 Down Payment \$ _____
 Balance Due \$ 9467.17

Chain Link (All materials hot-dipped galvanized)

2 3/8 O.D. line post
1 1/2 O.D. top rail
2 inch mesh No. 9 gauge wire
 _____ only 3 inch O.D. end, gate, or corner post
 _____ only 4 inch O.D. end, gate, or corner post

THIS IS YOUR INVOICE WHICH IS DUE UPON COMPLETION OF CONTRACT

Ornamental Iron (All materials 16 gauge)

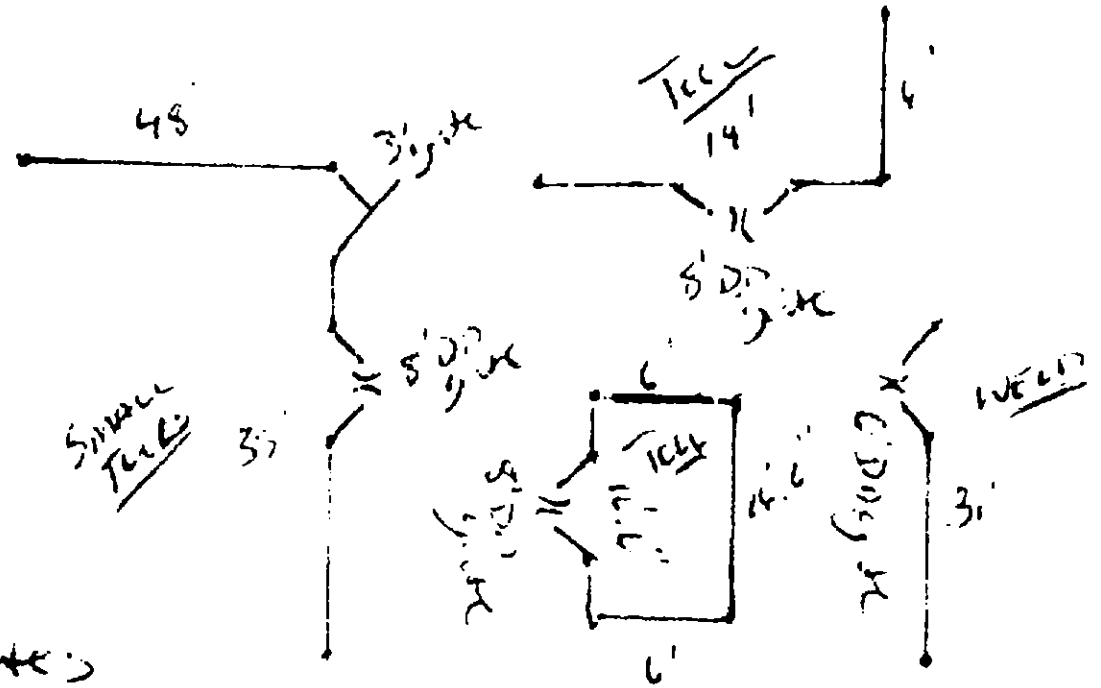
Style _____
 Color _____
 _____ O.D. Pickets
 _____ O.D. Rails
 _____ O.D. Post

Wood

No runners _____ Runners _____ Picket _____ Post _____

Gates

_____ O.D. frame
1 only 3 ft. by 5 ft. single walk gate
1 only 6 ft. by 8 ft. single walk gate
1 only 5 ft. by 8 ft. drive gates } DRIVE GATES



Special Description - Instruction:

LIVE POST EVERY 8 FEET, CORNERS AND GATE POST
AND PICKETS AND RAILS TO BE SET

TERMS AND CONDITIONS

This contract is made with the understanding and agreement that the Buyer will locate and make plainly visible all property stakes or place stakes for all end, corner and gate post for the erection or repair of the fence. The Buyer also assumes full responsibility for the placement of the fence and thus Allied Fence Company is relieved of all liability for location of the fence. The fence lines will be cleared by the Buyer unless purchaser agrees to pay Allied Fence Company to clear the lines prior to fence installation)

Any flaws in workmanship must be brought to the attention of Allied Fence Company within one year from the completion of fence installation.

Wood fences are not guaranteed against shrinkage, cupping, warping or other changes that are characteristic of wood that is exposed to the elements. Flaws such as hair line splits at picket ends or splits in post and runners, that do not weaken them structurally, will not be replaced

Mechanics Lien: Buyer agrees that the title to any and all materials furnished or supplied by Allied Fence Company, shall remain the property of Allied Fence Company until all sums due under this contract are paid in full to Allied Fence Company.

All of the statements printed here are accepted by the Buyer unless otherwise noted on the contract.

Before work commencement Buyer will furnish Allied Fence Co. the location of any underground obstructions such as pipes, sewers, phone lines or electric cables. Allied Fence Co. assumes no responsibility for damages to any of the above.

NO FURTHER STATEMENT WILL BE MAILED

Date _____

Accepted _____

Buyer

Allied Fence Company

Stewart Builders, Inc.

General Contractor • Construction Managers

COST PROPOSAL #24

Contractor:

Stewart Builders, Inc.
35 County Road 150
Georgetown, Texas 78626

Project:

TNR Eastside Service Center
Bid No. B070254-RV
Contract No. 07K00254RV

To: Carolyn O'Hara, Architect
Travis County Facilities Maintenance

Date: 5/12/2008

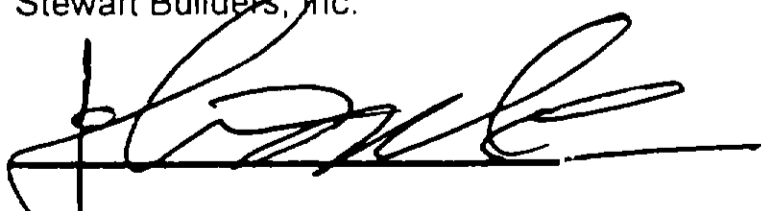
Description:

Delete Fire Pump at Pump Room in Fleet Building
Fire Pump system by others and to be located at detention pond.

Total This Cost Proposal	\$ (17,225)
---------------------------------	--------------------

Original Contract Sum	<u>N/A</u>
Total Previously Approved Change Orders	<u>N/A</u>
Total Contract Sum Prior To This Cost Proposal	<u>N/A</u>
Revised Contract Sum Including This Cost Proposal	<u>N/A</u>
Additional Time Required	<u>0</u> days

CONTRACTOR:
Stewart Builders, Inc.



John Miles
Project Manager

John Miles

From: Leonard Marques [lmarques@vgfire.com]
Sent: Thursday, May 08, 2008 1:55 PM
To: johnmiles@stewartbuildersltd.com
Subject: Travis County Service Center Fire Pump

John Miles

Vanguard is proposing to offer a [REDACTED] for labor and materials necessary to delete the installation of the Electric Fire Pump, Controller, Valves and Piping to accommodate this revision. The fire sprinkler system shall be supplied from the exterior packaged fire pump system provided by others. Vanguard's system design shall be based on the flows and pressures as indicated in Specification Section 11203. Vanguard will revise the design and hydraulic calculations to reflect the revised scope of work and provide a resubmittal to the Travis County Fire Marshal's Office for their approval.

Please call with any questions.

Leonard Marques
Vanguard Fire Systems, L.P.
Phone: (512) 989-1600 Ext. 222
Fax: (512) 989-1631

13

PURCHASE REQUISITION NBR: 0000440447

STATUS: READY FOR BUYER PROCESS

REQUISITION BY: ANGELA DAVIS 854-9084 REASON: MOD #5 PO 373866 ATTN: RICHARD (EASTSIDE SVC CTR) DATE: 5/15/08

SHIP TO LOCATION: FACILITIES MANAGEMENT SUGGESTED VENDOR: 69550 STEWART BUILDERS INC DELIVER BY DATE: 5/29/08

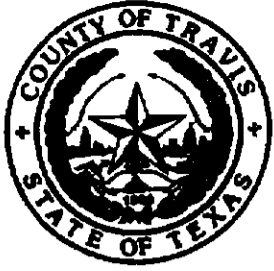
LINE NBR	DESCRIPTION	QUANTITY UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	CONSTRUCTION OF NEW BLDGSTNR EASTSIDE SERVICE CNTR COMMODITY: BUILDING CONSTRUCT SVCS SUBCOMMOD: GEN BUILDING CONSTRUCTION INVENTORY BUILDING: FE STOCK NO: 909-049-00089	3055.94	DOL 1.0000	3055.94	
2	RETAINAGE-TNR EASTSIDE SERVICE CENTER COMMODITY: BUILDING CONSTRUCT SVCS SUBCOMMOD: RETAINAGE BLDG CONSTRUCT INVENTORY BUILDING: FE STOCK NO: 909-098-00052	160.84	DOL 1.0000	160.84	

REQUISITION TOTAL: 3216.78

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	AMOUNT
1	51014058018105 CAPITAL OUTLAY BUILDINGS	XESC01 100.00 Eastside Service Center	3055.94
2	51014058018105 CAPITAL OUTLAY BUILDINGS	XESC01 100.00 Eastside Service Center	160.84
			3216.78

REQUISITION IS IN THE CURRENT FISCAL YEAR.



TRAVIS COUNTY PURCHASING OFFICE

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

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

11

Cyd V. Grimes 5/23/08

Approved by: _____

Voting Session: Tuesday, June 3, 2008

REQUESTED ACTION: APPROVE MODIFICATION NO. 3 TO CONTRACT NO. 06AE0304JW, HALFF ASSOCIATES, INC., PROFESSIONAL ENGINEERING SERVICES FOR COUNTY-WIDE SIDEWALK AND HIKE & BIKE FACILITY IMPROVEMENTS (TNR)

Points of Contact:

Purchasing: Jason G. Walker

Department: (TNR), Joe Gieselman, Executive Director; Steve Manilla; Miguel Villarreal

County Attorney (when applicable): Julie Joe

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro, Jose Palacios

Other:

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

On January 16, 2007 the Commissioners Court approved contract no. 06AE0304JW with Halff Associates, Inc. for Professional Engineering services for County-wide Sidewalk and Hike & Bike Facility Improvements. Construction documents for two (2) different projects, Brodie Lane and Vincent Place, are results of such contract.

This modification will add Additional Construction Phase Services to provide professional construction administration duties for the Brodie Lane Sidewalk Improvements Project in the amount \$3,200.00. This amount, along with the previous 2 modification amounts nets an aggregate increase of 31% of the original contract amount, \$86,154.00.

Modification 2 added Additional Construction Phase Services to provide professional construction administration duties for the Vincent Place Sidewalk Improvements Project in the amount \$10,320.00, netting an aggregate increase of 27% of the original contract amount, \$86,154.00.

Modification 1 added Additional Construction Phase Services to provide professional construction administration duties for the Brodie Lane Sidewalk Improvements Project in the amount of \$13,035.50, an increase of 15% of the original contract amount, \$86,154.00.

➤ **Contract Expenditures:** Within the last 12 months \$23,380.23 has been spent against this contract.

Not applicable

➤ **Contract-Related Information:**

Award Amount: \$86,154.00 (Not-to-Exceed)
Contract Type: Architect/Engineer
Contract Period: 1/17/07 through project completion

➤ **Contract Modification Information:**

Modification Amount: \$3,200.00 (See Additional Procurement Comments)
Modification Type: Additional Services
Modification Period: 1/17/07 - project completion

➤ **Solicitation-Related Information:**

Solicitations Sent: N/A Responses Received: N/A
HUB Information: Not Applicable % HUB Subcontractor: N/A

➤ **Special Contract Considerations:**

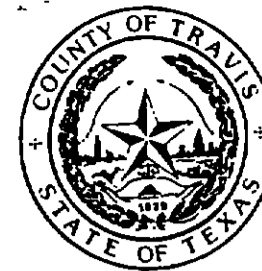
- Award has been protested; interested parties have been notified.
- Award is not to the lowest bidder; interested parties have been notified.
- Comments:

➤ **Funding Information:**

- Purchase Requisition in H.T.E.: 440271
- Funding Account(s): 099-4941-621-8165
- Comments:

➤ **Statutory Verification of Funding:**

Contract Verification Form: Funds Verified ___ Not Verified X by Auditor.



Jasper
5.14.08
MB

TRANSPORTATION AND NATURAL RESOURCES DEPARTMENT

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 W. 13th St.
Eleventh Floor
P.O. Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4626

REC'D
TRAVIS COUNTY
MAY 14 AM 8:36
PURCHASING
OFFICE

May 13, 2008

MEMORANDUM TO: Marvin Brice, Assistant Purchasing Agent

FROM: Steve Manilla, TNR Public Works Director

Subject: Modification to Halff Associates, Inc Professional Services Agreement for Engineering Services Required for Brodie Lane Sidewalk Project, in Precincts 3

I request that you modify an active contract with Halff Associates, Inc. (contract number 06AE0304JW, County-Wide Sidewalk and Hike & Bike Facility Improvements) to increase the contact amount by \$ 3,200. The amount will be used to compensate the Consultant for additional construction phase services including field engineering and inspection required for the Brodie Lane sidewalk project. Additional compensation is warranted due to the higher level of effort needed to address on-going contractor performance issues and to make field adjustments to the design that are needed to address unforeseen site conditions.

TNR Financial Services has provided the following information regarding fund source and availability for this modification:

Account Number: 099-4941-621-8165
Commodity/Sub-Commodity: 968/102
Requisition Number: 440271

Please contact me at 854-9429 if you have questions or need additional information.

CC:
Steve Sun, P.E., TNR CIP Division Manager
Miguel Villarreal, P.E., TNR CIP Project Manager
Cynthia McDonald, Brunilda Cruz, Donna Williams-Jones, TNR Financial Services

Account Balance Inquiry

Account number : 99-4941-621.81-65
Fund : 099 ROAD & BRIDGE FUND
Department : 49 TNR (TRANS & NATRL RESRC)
Division : 41 ROAD & BRIDGE MAINTENANCE
Activity basic : 62 INFRA-ENV SCVS (TRNS&RDS)
Sub activity : 1 TNR (TRANS & NATRL RESRC)
Element : 81 CAPITAL OUTLAY
Object : 65 PURCH SVC INFRASTRUCTR SW

Original budget : 0
Revised budget : 309,000 10/01/2007
Actual expenditures - current . . : 31,804.80
Actual expenditures - ytd : 191,790.99
Unposted expenditures : .00
Encumbered amount : 56,789.71
Unposted encumbrances : .00
Pre-encumbrance amount : 3,200.00
Total expenditures & encumbrances: 283,585.50 91.8%
Unencumbered balance : 25,414.50 8.2

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

TRAVIS COUNTY
Pre-Encumbrance Detail

Account number: 99-4941-621-81.65
CAPITAL OUTLAY / PURCH SVC INFRASTRUCTR SW
Position to Requisition number _____
or Po number _____

Type selections, press Enter.

1=Select

Opt	Requisition Number	Purchase Order	Amount	Year	Project
-	0000440271		3,200.00	2008	

F12=Cancel

PURCHASE REQUISITION NBR: 0000440271

REQUISITION BY: BRUNILDA CRUZ 854-7679
STATUS: READY FOR BUYER PROCESS
REASON: 53934 MODIFY PO#357086 CONTRACT #06AE0304JW
DATE: 5/13/08
SHIP TO LOCATION: TNR ADMIN - 11TH FLR
SUGGESTED VENDOR: 54784 HALFF ASSOCIATES
DELIVER BY DATE: 5/13/08

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
----------	-------------	----------	-----	-----------	-------------	--------------------

1	BASIC SERVICES	3200.00	DOL	1.0000	3200.00	
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MOD #3 FOR DESIGN SERVICES
BRODIE LANE PROJECT. WILL
INCREASE THE CONTRACT BY
\$3,200 FROM \$109,509.50 TO
\$112,709.50

COMMODITY: PUBLIC WORKS/CONSTRUCTION
SUBCOMMOD: SIDEWALK NEW CONSTRUCTION
INVENTORY BUILDING: Z1 STOCK NO: 968-100-00007

REQUISITION TOTAL: 3200.00

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	AMOUNT
1	09949416218165	CAPITAL OUTLAY PURCH SVC INFRASTRUCTR SW	3200.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

20080513 RT

MODIFICATION OF CONTRACT NUMBER: 06AE0304JW

ISSUED BY: PURCHASING OFFICE
314 W. 11TH ST., RM 400
AUSTIN, TX 78701

PURCHASING AGENT ASST: Jason G. Walker
TEL. NO: (512) 854-9700
FAX NO: (512) 854-9185

DATE PREPARED:
May 19, 2008

ISSUED TO: **Half Associates**
4030 West Braker Lane,
Suite 450
Austin, TX 76767

MODIFICATION NO.:
3

EXECUTED DATE OF ORIGINAL
CONTRACT:
January 17, 2007

ORIGINAL CONTRACT TERM DATES: 1/17/07 - project completion

CURRENT CONTRACT TERM DATES: 1/17/07 - project completion

FOR TRAVIS COUNTY INTERNAL USE ONLY:

Original Contract Amount: \$86,154.00

Current Modified Amount \$112,709.50.

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. The Additional Construction Phase Services, as outlined in Contractor's May 14, 2008 letter proposal, are hereby added to the contract. As a result of these Additional Construction Phase Services, contract Reimbursables pricing is adjusted as follows:

1. Reference Exhibit I, Section 4. The REIMBURSABLES TOTAL NOT TO EXCEED is changed from \$46,685.50 to \$49,885.50, an increase of \$3,200.00.

B. Reference Exhibit I, Section 5. The Total Agreement Sum is changed from an NTE amount of \$109,509.50 (\$62,824.00 Basic Services, and NTE amount of \$46,685.50 Reimbursable Expenses) to an NTE amount of \$112,709.50 (\$62,824.00 Basic Services, and NTE amount of \$49,885.50), an increase of \$3,200.00.

C. All other terms and conditions remain unchanged.

Note to Vendor:

Complete this form if you are a vendor providing services to Travis County.
 DO NOT return this form to Travis County. Return to number 06.

LEGAL BUSINESS NAME: Half Associates, Inc.

- DBA
- CORPORATION
- OTHER

BY: [Signature]
SIGNATURE

BY: Todd Jackson, PE
PRINT NAME

DATE:
5-21-08

TITLE: Project manager
ITS DULY AUTHORIZED AGENT

TRAVIS COUNTY, TEXAS
BY: [Signature]
CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT

DATE:
5/23/08

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

DATE:

May 14, 2008

Miguel Villareal, P.E.
Travis County
P.O. Box 1748
Austin, TX 76767

**Re: Proposal of Professional Services for Construction Administration
Travis County - Brodie Lane Sidewalk Improvements Project**

Dear Mr. Villareal,

We are pleased to submit this proposal for the Brodie Lane Sidewalk Improvement project. This proposal is provided at the request of the County to perform construction administration duties. Martinez, Wright & Mendez (MWM) Design Group will provide additional construction administration duties (see Attachment A). Half Associates does not propose any new services for project management, billings and invoices, or site visits. The fee breakdown for the proposed scope of services is shown below:

MWM (sub): 25 hrs @ \$128/hr = \$3,200.00 (Total Fee)

This proposed scope and fee is provided as a supplemental to the original contract no. 06AE0304JW for the County sidewalks. All work will be billed hourly based on rates agreed upon in the original contract. Please sign below to indicate approval of the scope and fee for these professional services. If you have any questions, please give me a call. Thank you.

Sincerely,



Shawn M. Bertram, PE
Half Associates, Inc.

Travis County

Date

ATTACHMENT A



www.mwmdesigngroup.com

Professional Additional Services Agreement

Date: May 14, 2008
Project: Brodie Lane Sidewalk Improvements
Austin, Texas
Owner: Travis County
Client: Halff Associates, Inc.
Contact: Todd Jackson, P.E.
Address: 4030 West Braker Lane, Ste. 450
Austin, Texas 78759
Phone: (512) 252-8184 Fax (512) 252-8141

Subject: Engineer's Construction Administration Services Agreement


MWM Design group proposes to Halff Associates, Inc. (Client) to provide additional construction administration services for construction of an ADA accessible sidewalk along the West side of Brodie Lane from Slaughter Lane to Squirrel Hollow. These services consist of the following:

- Observe and report to the County and the Contractor whether the project is being constructed in accordance with the contract documents and state law as defined by TDLR Architectural Barriers Act. Provide recommendations to the County concerning potential changes and modifications to the project, which are encountered during construction. Upon request, provide interpretation or clarification of the construction documents to the County or the Contractor. Perform with the County and the Contractor substantial completion and final inspections.

Schedule of Fees:
Services shall be compensated on an hourly not to exceed basis:
Licensed Engineer: 25 hrs x \$128.00/hr = \$3,200.00
Total fee: \$3,200.00

No additional services work shall be performed by MWM design Group without the express written authorization of Client.

Validity of Proposal
This proposal is only valid if executed within a period of 90 calendar days from the heading date. Any delay in the project of 6 (six) months or longer duration shall be considered grounds for renegotiation of lump sum and hourly rates cited herein.

Approved by: 

MWM Design Group Date
Julia Harrod, P.E.
Principal

Halff Associates Date

Chase Park One
7700 Chevy Chase Dr.
Suite 100
Austin, Texas 78752
p: 512.453.0767
f: 512.453.1734



TRAVIS COUNTY PURCHASING OFFICE

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

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

12

Approved by: _____

Cyd V. Grimes 5/28/08

Voting Session: Tuesday, June 3, 2008

REQUESTED ACTION: APPROVE MODIFICATION NO. 6 TO CONTRACT NO. 99AE601-JJ, MWM DESIGNGROUP, FERGUSON LANE - TUSCANY WAY EXTENSION ROADWAY IMPROVEMENT PROJECT (TNR)

Points of Contact:

Purchasing: Jason G. Walker

Department: (TNR), Joseph P. Gieselman, Executive Manager; Steve Manilla, P.E., Public Works Director

County Attorney (when applicable): John Hille

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro, Jose Palacios

Other:

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

Consider and take appropriate action on a request to approve Contract Modification No. six (6) to Contract No. 99AE601-JJ with MWM DesignGroup. This modification will increase the contract amount by \$236,254.00 for the completion of the design of the Tuscan Way Extension, along with the final construction documents.

Modification 5 increased the contract amount by \$209,338.00 for the preliminary design of the Tuscan Way Extension from 100' South of Highway 290 East to Springdale Road. This modification covered the cost of the surveying, geotechnical investigations, environmental investigations, engineering design and review of submittals made to various permitting agencies having regulatory authority over the project.

Modification 4 increased the contract amount by \$17,939.00 for additional engineering design services. Such design services were for the R.O.W. and easement data collection and document preparation

Modification 3 increased the contract amount by \$16,940.00 for additional engineering design services. Such design services were for the inclusion of a plan for the relocation of a waterline relocation, and the replacement of trees. This plan inclusion were review

comments made to the County by the utility companies and the City during their respective plan reviews.

Modification 2 increased the contract amount by \$89,072.50 for additional engineering design services. Such design services were for the revision of the Tuscan Way connector (New road from Sprinkle Road to Tuscan Way) to comply with City requirements, a new adjustment, 114' R.O.W., environmental, and W.Q.P.

Modification 1 increased the contract amount by \$5,080.00 for additional engineering design services. The original scope of work was for the design of the roadway in accordance with County standards and requirements with minimal input from City staff and without getting City approval. The requirement to get City approval and comply with the in depth review and criteria, after contract execution, resulted in these additional engineering design services.

The intent of this project is to improve the vehicular capacity of Ferguson Lane and to divert truck traffic away from the Walnut Place residential neighborhood streets that are located east of Sprinkle Lane. In doing so, a project goal is the provision of an alternate route for trucks and other commercial vehicles generated by the industrial and other commercial land uses in the area heading to or leaving US Hwy 290 E.

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

Not applicable

- **Contract-Related Information:**

Award Amount: \$122,965.00 (Not-to-Exceed)

Contract Type: Architect/Engineer

Contract Period: 3/9/99 through project completion

- **Contract Modification Information:**

Modification Amount: \$236,254.00 (See Additional Procurement Comments)

Modification Type: Additional Services

Modification Period: 6/3/08 through project completion.

- **Solicitation-Related Information:**

Solicitations Sent: N/A Responses Received: N/A

HUB Information: Not Applicable % HUB Subcontractor: N/A

- **Special Contract Considerations:**

Award has been protested; interested parties have been notified.

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

Comments:

➤ **Funding Information:**

Purchase Requisition in H.T.E.: 440213

Funding Account(s): 452-4941-759-8164

Comments:

➤ **Statutory Verification of Funding:**

Contract Verification Form: Funds Verified ___ Not Verified X by Auditor.

MODIFICATION OF CONTRACT NUMBER: 99AE601-JJ

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: Jason G. Walker TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: May 21, 2008
ISSUED TO: MWM DesignGroup 7700 Chevy Chase Dr. Suite 100 Austin, TX 78752	MODIFICATION NO.: 6	EXECUTED DATE OF ORIGINAL CONTRACT: March 9, 1999

ORIGINAL CONTRACT TERM DATES: 3/9/99 - through project completion CURRENT CONTRACT TERM DATES: 10/1/07 - through project completion

FOR TRAVIS COUNTY INTERNAL USE ONLY:

Original Contract Amount: \$122,965.00 Current Modified Amount \$697,588.50.

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.

1.) With this Modification No. 6, Tasks 4 through 7, as included with the Scope of Services previously modified to the contract with Modification No. 5, are now funded. The Contract not-to-be-exceeded fee is increased by \$236,254.00 to \$697,588.50. Performance of each Task will require a Notice to Proceed, as outlined in the Scope of Service, and in accordance to SECTION V., COORDINATION WITH THE COUNTY, B.

Note to Vendor:

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

LEGAL BUSINESS NAME: <u>MWM Design Group Inc</u> BY: <u>[Signature]</u> SIGNATURE BY: <u>Julia Harrod</u> PRINT NAME TITLE: <u>President</u> ITS DULY AUTHORIZED AGENT	<input type="checkbox"/> DBA <input checked="" type="checkbox"/> CORPORATION <input type="checkbox"/> OTHER DATE: <u>5/27/08</u>
TRAVIS COUNTY, TEXAS BY: <u>[Signature]</u> CYD V. GRIME, C.P.M., TRAVIS COUNTY PURCHASING AGENT	DATE: <u>5/28/08</u>
TRAVIS COUNTY, TEXAS BY: _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	DATE:



TRAVIS COUNTY PURCHASING OFFICE

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

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

13

Approved by: _____

Cyd V. Grimes 5/23/08

Voting Session: Tuesday, June 3, 2008

REQUESTED ACTION: APPROVE ISSUANCE OF JOB ORDER NO. 2, MINOR CONSTRUCTION AND RENOVATION SERVICES, CONTRACT 07K00308RV, TRIMBUILT CONSTRUCTION, INC. (TCSO)

Points of Contact:

Purchasing: Richard Villareal

Department: Greg Hamilton, Sheriff, Mark Stefanov, P.E.

County Attorney (when applicable): John Hille

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro And Jose Palacios

Other: Major Darren Long, Major Mark Sawa, Maria Wedhorn

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

Sheriff's Office requests approval for issuance of Job Order No. 2 to Trimbuilt Construction, Inc. This job order is issued to provide site preparation and minor construction services for the firing range project. Construction will require steel fabricating and concrete work.

Upon approval, Job Order No. 2 will be issued at the total negotiated cost of \$298,000.00.

- **Contract Expenditures:** Within the last 8 Months \$145,855.21 has been spent against this contract.

➤ **Solicitation-Related Information:**

Solicitations Sent: N/A

Responses Received: N/A

HUB Information: Vendor is not a HUB

% HUB Subcontractor: 0%

➤ **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 Requisition in H.T.E.: (Req. No. 440239)
- Funding Account(s): 001-3735-824-8122 and 001-3725-823-8122
- Comments:

➤ **Statutory Verification of Funding:**

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



GREG HAMILTON
TRAVIS COUNTY SHERIFF

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

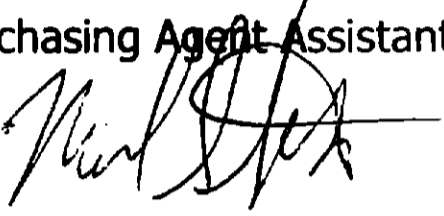
JAMES N. SYLVESTER
Chief Deputy

SCOTT BURROUGHS
Major - Law Enforcement

DARREN LONG
Major - Corrections

MARK SAWA
Major - Administration & Support

MEMORANDUM

TO: Richard Villareal, Purchasing Agent Assistant IV
FROM: Mark Stefanov, P.E. 
DATE: May 7, 2008
SUBJECT: Award recommendation for Travis County Sheriff's Office (TCSO) Firing Range Project, Civil and Structural Construction Portion of the Work

This is a recommendation that Trimbuilt Construction Inc. be accepted for this work. The requisition will be loaded into HTE by the TCSO Fiscal Office. Funds were approved by the Commissioner's Court on May 6, 2008.

Engineering questions should be directed to me at 854-5321. Fiscal questions should be directed towards Maria Wedhorn at 854-4474.

Be advised that construction shall not have a "Notice to Proceed" (NTP) until the City of Austin Permit from the ETJ has been received by TCSO. At such time, a memo stating authorizing an NTP will be delivered to you.

Materials may be ordered and delivered to the job site as soon as practical, then invoiced to me for delivery verification. Payment will only be authorized if the materials are verified to be on site.

The Sheriff's Office Work Order number: 34182/167899
The requisition number: TBD and supplied By Maria Wedhorn
The account number: TBD and supplied By Maria Wedhorn

COPY TO: Sheriff's Office Engineer's File
Marvin Brice
Major Darren Long
Major Mark Sawa
Bill Campbell
Maria Wedhorn

PURCHASING
OFFICE

MAY - 7 PM 2:32



RECEIVED
TRAVIS COUNTY

Safety, Integrity, Tradition of Service



Travis County Firing Range
3614 Bill Price Road

Total Base Bid: \$ 298,000.00

Austin, Texas 78749

Estimator: Mark E. Laurence

Date of Plans: 20-Mar-08

Architect: Pate Engineers

Engineer: Dunn Associates, Inc.

Date of Bid: 4/22/08

Office Sq. Ft.: 5,000	Warehouse Sq. Ft.: 0	Misc. Sq. Ft.: 0	Total Sq. Ft.: 5,000
------------------------------	-----------------------------	-------------------------	-----------------------------

Act Contractors	Base Bid
1 Electrical:	<i>excluded</i>
5 Painting:	<i>excluded</i>
21 Misc. Steel Fab.:	\$ 52,500.00
8 Concrete:	\$ 204,830.00
10 Final Cleaning of Site:	\$ 1,250.00
General Conditions:	\$ 17,345.93
Project Mgt	\$ 4,300.00
Supervision	\$ 9,240.00
10 General Clean-Up	\$ 1,120.00
11 Trash Dumpster	\$ 1,695.00
12 Building Permit & Fees	<i>excluded</i>
Temporary Facilities	\$ 525.00
69 Miscellaneous	\$ 465.93
	Sub-Total \$ 275,925.93
	Overhead & Profit % 8.00%
	Overhead & Profit Total \$ 22,074.07
	Total Excluding Tax \$ 298,000.00
	Remodel Tax % 0.00%
	Remodel Tax Total \$ -
	Total Base Bid \$ 298,000.00

Qualifications to Base Bid:

- Includes all work to be performed during normal business hours.
- We are not planning on using the soil on site. We have figured to deliver dirt directly to the jobsite.
- We exclude the following: full time supervision, COA permits and inspections, landscape & irrigation, temporary fencing, sales tax, work inside prison gates and any security required by Travis County.
- We acknowledge Addendum #1.
- We have figured the concrete wall in the "U" shape as discussed (not shown on prints).
- We have also figured that the wall will be poured monolithic. It will not be a "tiltwall" application.
- Steel to be shop primed. No other finish is included.
- We have not figured any labor to install equipment provided by Travis County.
- This quote is good for 35 days from April 23, 2008 due to the fluctuations of steel prices.

Alternates to Base Bid:

- | | | |
|------------------------------------|------------|--------------------|
| 1. Provide dirtwork in large area. | ADD | \$29,100.00 |
| 2. Provide dirtwork in small area. | ADD | \$11,600.00 |

PURCHASE REQUISITION NBR: 0000440239

REQUISITION BY: MARIA WEDHORN 854-4474

STATUS: AUDITOR APPROVAL
REASON: ATTN: RICHARD VILLARREAL

DATE: 5/13/08

SHIP TO LOCATION: CORRECTION COMPLEX SUGGESTED VENDOR: 49186 TRIMBUILT CONSTRUCTION INC DELIVER BY DATE: 5/30/08

LINE NBR	DESCRIPTION	QUANTITY UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
----------	-------------	--------------	-----------	-------------	--------------------

1	FIRING RANGE CONSTRUCTION COMMODITY: IMPVMENT'S OTHER THAN BLD SUBCOMMOD: ENGINEERING SVC -LND IMPR	283100.00	DOL 1.0000	283100.00	
2	FIRING RANGE CONSTRUCTION RETAINAGE COMMODITY: IMPVMENT'S OTHER THAN BLD SUBCOMMOD: ENGINEERING SVC -LND IMPR	14900.00	DOL 1.0000	14900.00	

REQUISITION TOTAL: 298000.00

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	AMOUNT
1	00137358248122	CDD007 TRAINING ACADEMY 3741	283100.00
2	00137258238122	CDD007 TRAINING ACADEMY 3741	8000.00
2	00137358248122	CDD007 TRAINING ACADEMY 3741	6900.00
			298000.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

Fiscal Year 2008

Account Balance Inquiry

10:45:11

Account number : 1-3735-824.81-22
Fund : 001 GENERAL FUND
Department : 37 SHERIFF
Division : 35 CORRECTIONS BUREAU
Activity basic : 82 CAPITAL AQUISITION FUNDS
Sub activity : 4 CORRECTIONS & REHAB
Element : 81 CAPITAL OUTLAY
Object : 22 IMPROV OTHER THAN BLDG

Original budget :	0	
Revised budget :	290,000	05/09/2008
Actual expenditures - current . . . :	.00	
Actual expenditures - ytd :	.00	
Unposted expenditures :	.00	
Encumbered amount :	.00	
Unposted encumbrances :	.00	
Pre-encumbrance amount :	290,000.00	
Total expenditures & encumbrances:	290,000.00	100.0%
Unencumbered balance :	.00	0.0

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

Fiscal Year 2008

Account Balance Inquiry

Account number : 1-3725-823.81-22
Fund : 001 GENERAL FUND
Department : 37 SHERIFF
Division : 25 LAW ENFORCEMENT BUREAU
Activity basic : 82 CAPITAL AQUISITION FUNDS
Sub activity : 3 PUBLIC SAFETY (LAW ENF)
Element : 81 CAPITAL OUTLAY
Object : 22 IMPROV OTHER THAN BLDG

Original budget : 0
Revised budget : 65,087 05/12/2008
Actual expenditures - current . . : .00
Actual expenditures - ytd : .00
Unposted expenditures : .00
Encumbered amount : .00
Unposted encumbrances : .00
Pre-encumbrance amount : 8,000.00
Total expenditures & encumbrances: 8,000.00 12.3%
Unencumbered balance : 57,087.00 87.7

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

Trimbuilt Construction, Inc.
Attn.: Mr. Mark E. Laurence
10700 FM969
Austin, Texas 78724

DRAFT

- A. JOB ORDER NO. 2, WHICH REQUIRES **TRIMBUILT CONSTRUCTION, INC.** TO PROVIDE SITE PREPARATION AND MINOR CONSTRUCTION SERVICES FOR THE FIRING RANGE PROJECT AT THE **TRAVIS COUNTY CORRECTIONAL COMPLEX** AS PER CONTRACT REQUIREMENTS, **TRIMBUILT CONSTRUCTION, INC. ESTIMATE, SCOPE OF WORK, PLANS & SPECIFICATIONS,** AND THE CONDITIONS DESCRIBED BELOW, IS HEREBY RELEASED.
- B. THE OWNER SHALL PAY THE CONTRACTOR THE NOT-TO-EXCEED AMOUNT OF **\$298,000.00** IN CONSIDERATION OF THE PERFORMANCE OF THE WORK.
- C. PERFORMANCE PERIOD: **SEVENTY (70) CALENDAR DAYS AFTER ISSUANCE OF A NOTICE-TO-PROCEED FOR SUBSTANTIAL COMPLETION.**

TRIMBUILT CONSTRUCTION, INC.

 5-22-08
MARK E. LAURENCE DATE

CYD V. GRIMES, C.P.M. DATE
TRAVIS COUNTY PURCHASING AGENT

SAMUEL T. BISCOE DATE
TRAVIS COUNTY JUDGE



14
TRAVIS COUNTY PURCHASING OFFICE

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

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

Approved by: _____

Cyd V. Grimes 5/27/08

Voting Session: Tuesday, June 3, 2008

REQUESTED ACTION: CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING ITEMS:

A. APPROVE ORDER EXEMPTING THE PURCHASE OF SERVICES TO REPLACE HOT WATER HEATER SYSTEM IN THE TRAVIS COUNTY JAIL FROM THE COMPETITIVE PROCUREMENT PROCESS PURSUANT TO SECTION 262.024 (A)(2) OF THE TEXAS LOCAL GOVERNMENT CODE.

B. APPROVE CONTRACT AWARD FOR EMERGENCY REPLACEMENT OF HOT WATER HEATER SYSTEM (BLDG. 110), CONTRACT NO. 08K00227DG, TO HOT ROD MECHANICAL, INC. (SHERIFF'S OFFICE)

Points of Contact:

Purchasing: Diana Gonzalez

Department: Sheriff's Office, Greg Hamilton, Sheriff; Mark Stefanov, P.E., Facilities Engineer

County Attorney (when applicable): John Hille

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro And Jose Palacios

Other:

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

Request approval of exemption order and contract award for emergency replacement of hot water heater system (Bldg. 110).

The Travis County Correctional Complex (TCCC) staff has identified an obsolete and un-repairable hot water heater system used for the Travis County Correctional Complex kitchen operations. The kitchen is currently operating using a backup that is not capable of performing adequately to meet the Texas Commission Jail Standards requirements.

The Texas Commission on Jail Standards requires the domestic hot water temperature be maintained at a certain level (120 degrees Fahrenheit) in order to sanitize the dishes and cooking utensils in the kitchen and ensure a sanitary environment. The replacement of the hot water system is required to protect the health of the staff and inmates of the county, therefore an exemption order is requested.

Hot Rod Mechanical, Inc. submitted a proposal within the estimated cost in the amount of \$59,972.50 which TCSO has deemed to be fair and reasonable. TSCO has worked with this contractor in the past and has determined the contractor is capable of providing materials, fabrication and installation of the emergency hot water heater system. Purchasing concurs with the exemption and contract award in the amount of \$59,972.50.

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

Not applicable

➤ **Contract-Related Information:**

Award Amount: \$59,972.50 (Fixed Amount)

Contract Type: Construction

Contract Period: 180 Calendar Days after NTP issuance

➤ **Solicitation-Related Information:**

Solicitations Sent: N/A

Responses Received: N/A

HUB Information: N/A

% HUB Subcontractor: N/A

➤ **Special Contract Considerations:**

Award has been protested; interested parties have been notified.

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

Comments:

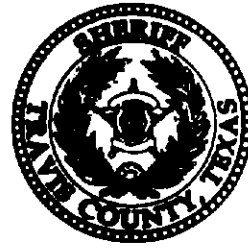
➤ **Funding Information:**

Purchase Requisition in H.T.E.: 440703

Funding Account(s): 001-3735-824-5007

➤ **Statutory Verification of Funding:**

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



Dianna
5.19.08
MB

JAMES N. SYLVESTER
Chief Deputy

GREG HAMILTON TRAVIS COUNTY SHERIFF

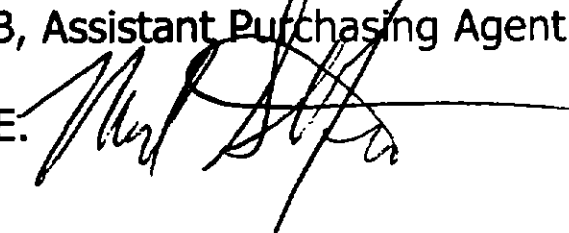
P.O. Box 1748
Austin, Texas 78767
(512) 854-9770
www.tcsheriff.org

DARREN LONG
Major - Corrections

SCOTT BURROUGHS
Major - Law Enforcement

MARK SAWA
Major - Administration & Support

MEMORANDUM

TO: Marvin Brice, CPPB, Assistant Purchasing Agent
FROM: Mark Stefanov, P.E. 
DATE: May 16, 2008
SUBJECT: Request for Buyer and Purchasing Action

This is a request for a buyer assignment and purchasing action for the emergency replacement of an obsolete and un-repairable hot water heater system used for the Travis County Correctional Complex Kitchen operations. The kitchen is currently operating using a back up that is not capable of performing adequately to meet the standards required of the jail.

This memo is also a request for an emergency exemption to the competitive bid process. The exemption is necessary due to the impact upon inmates as determined by the Texas Commission for Jail Standards. The approximate cost for this work is estimated at \$60,000 as of the date of this memorandum.

I worked with one contractor that I feel is capable of doing the emergency materials procurement, fabrication, and site installation for a new water heater for the above approximate cost. They are Hot Rod Mechanical. Others, such as Carrier may also be capable of doing the work, if additional estimates are desired. Specifications and drawings are attached.

Funding was approved to be moved to the appropriate account during the May 6, 2008 Travis County Commissioner's Court by consent. The TCSO fiscal office will be loading a requisition into HTE as soon as practical and will notify you of the number.

Please contact me with any questions at 45321. Your assistance in this matter will be greatly appreciated.

Sheriff's Office Work Order number: **173686**
Sheriff's Office Requisition Request number: **2257**
Account number: **00137358248011**

Attach: Four Engineering Drawings
Forty-three Engineering Specification Pages
TCSO Maintenance and Engineering Purchasing Request

CC: Sheriff's Office Engineer's File
Bill Campbell (memo only)
Maria Wedhorn (memo only)
Major Mark Sawa (memo only)
Major Darren long (memo only)

RECEIVED
TRAVIS COUNTY
PURCHASING
OFFICE
MAY 16 PM 3:29



PI625I02

TRAVIS COUNTY
Purchase Requisition

5/23/08
09:24:33

Number : 0000440703
 Type : 1 PURCHASE REQUISITION
 Status : AUDITOR APPROVAL
 Reason : ROUTINE MARK STEFANOV 854-4192
 By : RON RIZZATO 854-5395
 Date : 5/20/08
 Vendor : 123108 HOT ROD MECHANICAL, INC.
 Contract nbr :
 Ship to : V1 CORRECTION COMPLEX
 Deliver by date : 6/09/08
 Buyer :
 Fiscal year code : C C=Current year, P=Previous year, F=Future year

Type options, press Enter.

5=Display 8=Item extended description

Opt Line#	Quantity	UOM	Description
1	1.00	EA	HOT WATER HEATER. WORK ORDER #173686 PROVIDE AND INSTALL NEW WATER HEATER FOR KITCHEN PORTABLE WATER TO BLDG 110K

COMMENTS EXIST

Total: 60000.00
F9=Print

F3=Exit F7=Alternate view
F10=Approval info F12=Cancel F20=Comments

retainage?

TRAVIS COUNTY
Account Balance Inquiry

Fiscal Year	:	2008
Account number	:	1-3735-824.50-07
Fund	:	001 GENERAL FUND
Department	:	37 SHERIFF
Division	:	35 CORRECTIONS BUREAU
Basic activity	:	82 CAPITAL AQUISITION FUNDS
Sub activity	:	4 CORRECTIONS & REHAB
Element	:	50 REPR & MTNC-SERVCS PURCHD
Object	:	07 REPAIRS - OTHER EQUIPMENT
Budget	:	972,586
Encumbered amount	:	3,614.11
Pre-encumbered amount	:	111,203.10
Expenditures	:	.00
Total expenditures	:	114,817.21
Balance	:	857,768.79

Press Enter to continue.

F3=Exit F12=Cancel

AGREEMENT FOR CONSTRUCTION SERVICES

DRAFT

CONTRACT NO. 08K00227DG

This Agreement for Construction Services (the "Construction Contract") is entered into by and between Travis County, Texas, a political subdivision of the State of Texas (the "Owner"), and HOT ROD MECHANICAL, INC. (the "Contractor").

WHEREAS, the Owner desires to enter into the Construction Contract for the **EMERGENCY REPLACEMENT FOR HOT WATER HEATER SYSTEM (Bldg. 110) (the "Project")** in accordance with the provisions of the state statutes and in conformance with the Notice to Proceed (as issued by the Travis County Purchasing Office or its designee), the Contractor's Proposal, General Conditions, Supplementary Conditions, and the Specifications (which term shall include the Drawings and/or attached Plans, and Specifications) marked "EMERGENCY REPLACEMENT FOR HOT WATER HEATER SYSTEM"; and

WHEREAS, the Contractor has been engaged in and does comparable work and represents that it is fully equipped, competent and capable of performing the above-desired work, and desires to perform such work in accordance with the provisions of the Construction Contract; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions stated herein, the Owner and the Contractor agree as follows:

ARTICLE I

- 1.1 In addition to such other terms as may be specifically defined herein, the capitalized terms referenced herein shall have the meanings ascribed to such terms in the General Conditions.
- 1.2 The written notice to proceed as issued by the Travis County Purchasing Agent (the "Notice to Proceed"), the Contractor's Proposal, the General Conditions, the Supplementary Conditions, the Specifications (which term shall include the Drawings and/or attached Plans and Specifications marked "EMERGENCY REPLACEMENT FOR HOT WATER HEATER SYSTEM"), and all addenda issued by the Travis County Purchasing Agent prior to the execution of this Construction Contract, are all incorporated herein as if set out at length.
- 1.3 The Contractor agrees to perform the work described in this Construction Contract and any and all documents incorporated therein (the "Work"). The Contractor shall commence the Work upon issuance of the Notice to Proceed, and subject to authorized adjustments, shall achieve substantial completion of the Work within **60 (sixty) calendar days of such issuance** (the "Substantial Completion Date"). All time limits stated in this Construction Contract and/or the Contract Documents are of the essence. The Substantial Completion Date will not be modified, extended, or otherwise revised except because of rain or other adverse weather conditions, and the Contractor acknowledges that it may be required to work on weekends or holidays in order to achieve substantial completion by the Substantial Completion Date. Weather delays will be allowed in accordance with Section 01800 – Weather Delays. All time limits stated in the Construction Contract and/or Contract Documents are of the essence.
- 1.4 If the Contractor fails to achieve substantial completion of the Work by the Substantial Completion Date, the Contractor, by execution of the Construction Contract, specifically acknowledges that the Owner will sustain damages for each day the Work extends beyond the Substantial Completion Date. Because of the impracticality and extreme difficulty of fixing and ascertaining the Owner's actual damages, the Contractor agrees that **\$100.00 per day** shall be retained by the Owner from any amounts due the Contractor for every day that the Contractor's performance of the Work extends beyond the Substantial Completion Date.

ARTICLE II

- 2.1 For and in consideration of the Contractor's performance of the Work, the Owner shall pay the Contractor, in the manner provided for in Article 9 of Section 00700 of the General Conditions, the total sum of **\$ 59,972.50** (the "Contract Sum"). The Contract Sum is comprised of (i) **\$ 52,172.50** for materials to be incorporated into the Project or completely consumed at the job site and services required by or integral to the performance of this Construction Contract and (ii) **\$ 7,800.00** for all other charges, including the cost of other services, overhead, and materials which do not become part of the finished project or are reusable. This division of the Contract Sum is made to reflect sales tax purposes only. Invoices and payments need not reflect this division. However, Contractor shall maintain internal records to verify. Contractor shall make these records available upon request of the Travis County Auditor.
- 2.2 If at any time during the performance of this Construction Contract the Travis County Commissioners Court (i) fails to provide funding for this Construction Contract during the following fiscal year of Travis County, Texas, (ii) does not adopt a budget for expenditures, or (iii) is able only to partially fund the expenditures required by this Construction Contract, then the Owner may, upon giving the Contractor written notice of such failure to fund and termination, terminate this Construction Contract, or a part thereof, without any further liability, effective thirty (30) calendar days after the Owner notifies the Contractor in writing of such failure to fund and termination. The Owner shall pay the Contractor for any portion of the Work completed up to that date. The Contractor shall have no recourse as to sums beyond those for any portion of the Work performed to that date, including without limitation any recovery for lost profits anticipated to be made hereunder.
- 2.3 This Construction Contract may be amended only by the following written instruments: (i) a "Travis County Construction Contract Modification" form signed by the Contractor and necessary representatives designated by the Owner, (ii) a "Travis County Purchasing Office General Modification" form signed by the Contractor and necessary representatives designated by the Owner, and (iii) Change Order/ Modification form issued by the Owner and signed by the Contractor and necessary representatives designated by the Owner.
- 2.4 The Owner may terminate this Construction Contract if it is found that the Contractor offered or gave gratuities to any employee of the Owner with the intent to influence the purchasing process in any manner, either before or after the award of this Construction Contract. The Travis County Commissioners Court shall determine if the Contractor used gratuities to influence the process. If so determined and the Owner terminates this Construction Contract, the Owner shall be entitled to (i) pursue the same remedies against the Contractor as it could pursue if this Construction Contract were breached by the Contractor, and (ii) collect exemplary damages in an amount determined by the Travis County Commissioners Court, which shall be not less than three nor more than ten times the amount given to any officer or employee of the Owner. The rights and remedies in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law.
- 2.4 The Contractor represents and warrants that no person or selling agency has been employed or retained to solicit or secure this Construction Contract upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees and established commercial selling agencies maintained by the Contractor to secure business. If the Contractor breaches this warranty, then the Owner shall have the right to terminate this Construction Contract without liability, or in its discretion to deduct from the amount due to the Contractor from the Owner, or otherwise recover, the full amount of commission, percentage, brokerage, or contingent fee.
- 2.6 No action or failure to act by the Owner or the Contractor shall constitute a waiver of any right or duty afforded either of them under this Construction Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

The effective date of this Construction Contract shall for all purposes be the date of the execution of the last to sign, whether the Owner or the Contractor.

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

TRAVIS COUNTY, TEXAS

HOT ROD MECHANICAL, INC.

By: _____

By:  _____

Samuel T. Biscoe

Name: Bertha Gutierrez

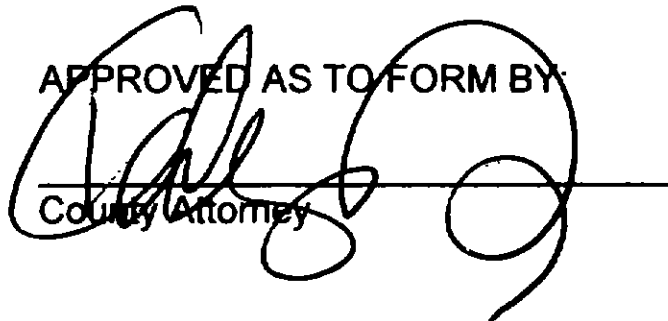
Travis County Judge

Title: President

Date: _____

Date: 5/22/2008

APPROVED AS TO FORM BY:



County Attorney

FUNDS VERIFIED BY:

County Auditor

APPROVED BY PURCHASING AGENT:

County Purchasing Agent

**ORDER EXEMPTING
PURCHASE OF REPLACEMENT HOT WATER HEATER SYSTEM FROM COUNTY
PURCHASING ACT**

WHEREAS, the Commissioners Court of Travis County has the authority to exempt the purchase of an item necessary to preserve or protect the public health or safety of the residents of the county from the competitive bidding requirements of the County Purchasing Act, TEX. LOC. GOV'T CODE ANN. § 262.023; and

WHEREAS, the County desires to enter into a contract with Hot Rod Mechanical, Inc. for the replacement of a hot water heater system at the Travis County Correctional Kitchen; and

WHEREAS, the purchase of the replacement hot water heater system is necessary to preserve and protect the public health or safety of the residents of the county.

NOW, THEREFORE, the Commissioners Court of Travis County hereby orders that the purchase of a replacement hot water heater system is exempted from the requirements of the County Purchasing Act for competitive bidding or proposal pursuant to TEX. LOC. GOV'T CODE ANN. § 262.023(a)(2).

ORDERED THIS, THE _____ DAY OF _____, 2008.

Samuel T. Biscoe
Travis County Judge

Ron Davis
Commissioner, Precinct 1

Sarah Eckhardt
Commissioner, Precinct 2

Gerald Daugherty
Commissioner, Precinct 3

Margaret J. Gomez
Commissioner, Precinct 4



TRAVIS COUNTY PURCHASING OFFICE

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

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

15

Approved by: _____

Cyd V. Grimes 5/29/08

Voting Session: Tuesday, June 3, 2008

REQUESTED ACTION: APPROVE MODIFICATION NO. 30 TO CONTRACT MA980095, TIBURON, INC., FOR AGREEMENT FOR EXTENDED SERVICES. (ITS)

Points of Contact:

Purchasing: Lori Clyde, 854-4205

Department: ITS, David Lamp'l, 854-4730; Judy Pittsford, 854-4955; Joe Harlow, ITS Director; Alicia Perez, Executive Manager

County Attorney (when applicable): John Hille

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro and Jose Palacios

Other:

- **Purchasing Recommendation and Comments:** Purchasing was not included in the contract negotiations for this modification. ITS recommends this is a fair and reasonable cost to the County. This procurement action met the compliance requirements as outlined by the statutes. This contract provides maintenance and extended services for the Integrated Justice System.

The Tiburon Version 7 project is being completed in phases. Phase I was completed providing a comprehensive assessment, quote, and schedule for the upgrade implementation in Phase II. Business Process Reviews were conducted for each application to ensure that the new versions of the Tiburon applications maintain functionality, interoperability, and interfaces required by the using departments: TCSO, District Attorney, County Attorney, Pre-Trial Services, and the Constable Offices.

The Phase I planning provided a list of hardware and estimated costs. Commissioner's Court approved \$957,000 for hardware for the Phase II implementation in the FY08 Budget. As part of Phase II the servers and support software have been purchased and installed. Hardware purchases and installations for the Property Bar Code and TIPS Mug Shot systems now need to be completed. At this time, ITS recommends the following:

Enhancement Proposal (EP)-249505 Property Bar Code Hardware (\$28,773): This proposal provides for the purchase of new Property Barcode hardware to be compatible with the Version 7 software. Equipment include servers, tablet PC portable property and evidence bar coding hardware, property and evidence bar code scanners, property and evidence Bar Code Printers, and PocketProp PDA Devices.

Enhancement Proposal (EP)-249618 TIPS Hardware (\$17,198): This proposal provides for the purchase of Tiburon Imaging for Public Safety (TIPS) Hardware to be compatible with the Version 7 software. Equipment includes TIPS Mugshot Capture Workstation, cameras, and Printer.

During early Phase 2 implementation for the Tiburon Version 7 project, the US Steering Committee members and ITS determined that the proposed conversion of 9000 security records was not a beneficial endeavor. At the same time, Tiburon was finalizing, from Phase 1 planning, the quote for an interface from the new TCSO mug shot system to the Austin Police Department records management system and image bank. This interface (EP-232862A) is required by the interlocal agreement. It was also determined that an additional day of Crystal Reports training was required due to the large number of reports that require conversion. The savings from eliminating the conversion task covers the cost the interface and the crystal training.

The purchase of this modification for hardware and installation services from Tiburon will insure compatibility with the Version 7 applications that these support.

Modification No. 29, approved in Commissioners Court October 2, 2007, was for Phase II for the Version 7 upgrade.

Modification No. 28, approved in Commissioners Court April 3, 2007, was for Phase I for the Version 7 upgrade which was to plan and assess the upgrade implementation and ensure that the new versions of the Tiburon applications maintain functionality, interoperability, and interfaces required by the using departments: TCSO, District Attorney, County Attorney, Pre-Trial Services, and the Constable Offices.

Modification No. 27, approved in Commissioners Court October 17, 2006, was to provide a GUI screen (front end) for the E-Citation interface being developed by Travis County ITS for communication between the Advanced Public Safety (APS) Citation System and Travis County's current version of the Records Management System (RMS v. 6.11).

Modification No. 22 through 26, approved in Commissioner's Court during FY06, included various interfaces, enhancement and programming services.

Modification No. 17 through 21, approved by Commissioner's Court during FY05, included various interfaces, enhancements and programming services.

Modification No. 16 approved by Commissioner's Court on August 3, 2004 was to modify the information on the Points Based Classification form per requirements from Jail Standards.

Modification No. 9 through No. 15, approved by Commissioner's Court during FY03, included various interfaces, enhancements and programming services.

Modifications No. 2 through No. 8, approved by Commissioner's Court during FY02, included various interfaces and programming services.

Modification No. 1 incorporated Contract 00C0356-TF, MDS ARS Quick Book System, via the Supplemental Agreement No. 1, dated September 12, 2000, into the Agreement for Extended Service dated October 17, 1997.

➤ **Contract Expenditures:** Within the last 12 months \$1,806,401.00 has been encumbered and \$1,182,448.50 has been spent against this contract.

➤ **Contract Modification Information:**

Modification Amount: \$45,971; Annual Maintenance will increase \$1,050.

Modification Type: Supplemental services

Modification Period: June 3, 2008 – September 16, 2008

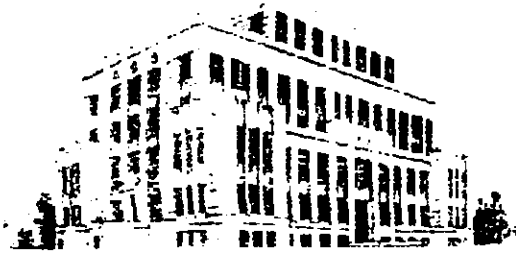
➤ **Funding Information:**

Purchase Requisition in H.T.E.: 439908

Funding Account(s) 510-1230-801-8001

➤ **Statutory Verification of Funding:**

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



Travis County Courthouse, Austin, Texas

TRAVIS COUNTY INFORMATION & TELECOMMUNICATION SYSTEMS

Joe Harlow Jr., Chief Information Officer

314 W. 11th Street, P. O. Box 1748, Austin, TX 78767 (512) 854-9666 Fax (512) 854-4401

DATE: May 8, 2008

TO: Cyd V. Grimes, C.P.M. – Travis County Purchasing Agent

FROM: Joe Harlow, Chief Information Officer *Joe Harlow*

SUBJ: Recommendation for Modification to Tiburon Inc. Contract No. MA980095 for Enhancement Nos. 249505, 249618, 232862A and a No Cost Project Change Order PCO – P1400-001.

RECEIVED
TRAVIS COUNTY
7:19 MAY -8 PM 2:5
PURCHASING
OFFICE

Proposed Motion:

To approve contract modification to Tiburon Inc. Contract No. MA980095 for Enhancement Nos. 249505, 249618, 232862A and a No Cost Project Change Order PCO – P1400-001 for Version-7 Upgrade Phase Two

Summary & Staff Recommendation:

The Tiburon Version 7 project is being completed in phases. Phase one was completed providing a comprehensive assessment, quote, and schedule for the upgrade implementation to be included in the second phase. Business Process Reviews were conducted for each application to ensure that the new versions of the Tiburon applications maintain functionality, interoperability, and interfaces required by the using departments: TCSO, District Attorney, County Attorney, Pre-Trial Services, Counseling and Education, and the Constable Offices.

The Phase 1 planning provided a list of required hardware and estimate costs. Commissioner’s Court approved \$957,000 for hardware for the Phase 2 implementation in the FY08 budget. As part of Phase II the servers and support software have been purchased and installed. Hardware purchases and installations for the Property Bar Code and TIPS Mug Shot systems now need to be completed.

Enhancement Proposal (EP)-249505 Property Bar Code Hardware (\$28,773): This proposal provides for the purchase of new Property Barcode hardware to be compatible with the Version 7 software. Equipment include servers, tablet PC portable property and evidence bar coding hardware, property and evidence bar code scanners, property and evidence Bar Code Printers, and PocketProp PDA Devices

Enhancement Proposal (EP)-249618 TIPS Hardware (\$17,198): This proposal provides for the purchase of Tiburon Imaging for Public Safety (TIPS) Hardware to be compatible with the Version 7 software. Equipment includes TIPS Mugshot Capture Workstation, cameras, and Printer.

Project Change Order PCO – P1400-001

During early Phase 2 implementation for the Tiburon Version 7 project, the IJS Steering Committee members and ITS determined that the proposed conversion of 9000 security records was not a beneficial endeavor. At the same time, Tiburon was finalizing, from Phase 1 planning, the quote for an interface from the new TCSO mug shot system to the Austin Police Department records management system and image bank. This interface (EP-232862A) is required by the interlocal agreement. It was also determined that an additional day of Crystal Reports training was required due to the large number of reports that require conversion. The savings from eliminating the conversion task covers the cost the interface and the crystal training.

Budgetary and Fiscal Impact:

The total fiscal impact of this procurement is \$45,971. Funding for these items was included in the Tiburon Version 7 FY 08 Budget Amount.

EP-249505 Property Bar Code Hardware	510-1230-801-8001	\$ 28,773
EP 24618 TIPS Hardware	510-1230-801-8001	\$ 17,198
Total		\$ 45,971

The Tiburon Annual Maintenance amount will not increase as a result of the change order, however it will increase by \$1,030 due to EP 232862A.

Background:

The Versions 7 upgrade project was originally proposed as a single initiative. ITS requested Tiburon to break this project into two phases (Planning and Implementation). Currently Travis County is in the implementation phase. The above listed requests are a segment of the Phase II implementation.

Required Authorizations:

Legal:	John Hille, County Attorney
Purchasing:	Cyd Grimes, Lori Clyde Purchasing Department
Budget:	Randy Lott, Planning and Budget Office

Attachments:

- EP-249505 Property Bar Code Hardware
- EP-249618 TIPS Hardware
- Project Change Order PCO – P1400-001
- EP- 232862A: TIPS to VersaTerm FIMS/Image Bank Interface

CC: Alicia Perez, Judy Pittsford, ITS; David Lampl, ITS; Nick Macik, ITS; IJS Steering Committee

PURCHASE REQUISITION NBR: 0000439908

REQUISITION BY: TERRI FLEMMINGS/854-4998 STATUS: AUDITOR APPROVAL DATE: 5/09/08
REASON: TIB V7 PROPERTY BAR CODE, TIPS AND 0\$ PCO
SHIP TO LOCATION: ITS - ANNEX COMPUTER ROOM SUGGESTED VENDOR: 44776 TIBURON INC DELIVER BY DATE: 5/30/08

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	EP-249505 PROPERTY BAR CODE HARDWARE COMMODITY: COMP HARDWARE-MINI&MAINFR SUBCOMMOD: DIGITAL COMPUTER SYSTEMS	1.00	EA	28773.0000	28773.00	
2	EP-249618 TIPS HARDWARE COMMODITY: COMP HARDWARE-MINI&MAINFR SUBCOMMOD: DIGITAL COMPUTER SYSTEMS	1.00	EA	17198.0000	17198.00	

REQUISITION TOTAL: 45971.00

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

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	51012308018001	KEQ001 Capital Equipment	100.00	28773.00
2	51012308018001	KEQ001 Capital Equipment	100.00	17198.00
				45971.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

Fiscal Year 2008

Account Balance Inquiry

Account number . . . : 510-1230-801.80-01
Fund : 510 L/T CERT OF OBLIG, 2008
Department : 12 INFORMATION & TELECOMMUNI
Division : 30 OPERATIONS
Activity basic : 80 CAPITAL PROJECTS
Sub activity : 1 GENERAL GOVERNMENT
Element : 80 CAPITAL EQUIPMENT
Object : 01 OFFICE EQUIP & FURNITURE

Original budget : 0
Revised budget : 500,793 05/20/2008
Actual expenditures - current . . . : .00
Actual expenditures - ytd : 221,113.38
Unposted expenditures : .00
Encumbered amount : 202,600.00
Unposted encumbrances : .00
Pre-encumbrance amount : 45,971.00
Total expenditures & encumbrances: 469,684.38 93.8%
Unencumbered balance : 31,108.62 6.2

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



TRAVIS COUNTY PURCHASING OFFICE

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

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

16

Cyd V. Grimes 5/27/08 AB

Approved by: _____

Voting Session: Tuesday, June 3, 2008

REQUESTED ACTION: APPROVE ISSUANCE OF JOB ORDER NO. 19, MINOR CONSTRUCTION AND RENOVATION SERVICES, CONTRACT 07K00307RV, ARCHITECTURAL HABITAT OF AUSTIN, INC. (FM)

Points of Contact:

Purchasing: Richard Villareal

Department: Facilities Management, Roger A. El Khoury, M.S., P.E., Director; Jim Barr, AIA, Senior Project Manager

County Attorney (when applicable): John Hille

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro And Jose Palacios

Other: Administrative Operations, Alicia Perez, Executive Manager

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

Facilities Management requests approval for issuance of Job Order No. 19 to Architectural Habitat of Austin, Inc. This job order is issued to perform minor construction and renovation services for the interior remodel of the Blackwell-Thurman Criminal Justice Center 1st Floor to provide space for the TCSO Bonding, Central Warrants and Courthouse Security, and for part of the District Clerk's Criminal Division and Tax Office Collections Division. Upon approval, Job Order No. 19 will be issued at the total negotiated cost of \$122,724.29.

- **Contract Expenditures:** Within the last 8 Months \$669,383.25 has been spent against this contract.

- **Solicitation-Related Information:**

Solicitations Sent: N/A

Responses Received: N/A

HUB Information: Vendor is a HUB

% HUB Subcontractor: N/A

➤ **Special Contract Considerations:**

- Award has been protested; interested parties have been notified.
- Award is not to the lowest bidder; interested parties have been notified.
- Comments:

➤ **Funding Information:**

- Purchase Requisition in H.T.E.: (Req. No. 435320)
- Funding Account(s): 001-1405-822-8102
- Comments:

➤ **Statutory Verification of Funding:**

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

PROJECT NAME: CJC 1ST FLOOR REMODEL		ARCHITECTURAL HABITAT	
		1707 WEST KOENIG LANE	
ADDRESS: 11TH & LAVACA		AUSTIN, TX 78756	
		512/458-2190 (FAX) 458-2199	
PLAN DATE: N/A		arch.habitat@sbcglobal.net	
		WWW.ARCHITECTURAL	
FILE NAME: CJC1STFLOOR		HABITAT.COM	
BID DATE: 5-20-08			
PROPOSAL			
FINAL CLEANING		\$	1,250.00
DAILY CLEANING		\$	2,500.00
TRASH HAULS		\$	1,000.00
SUPERVISION		\$	12,000.00
DUST CONTROL		\$	750.00
AIR CLEANER		\$	1,200.00
PATCHING AT CHASE - ALLOWANCE		\$	800.00
GLASS		\$	1,594.00
DOORS/FRAMES/HARDWARE		\$	7,938.00
MILLWORK		\$	4,588.00
DEMO/DRYWALL/ACOUSTICAL		\$	23,460.00
FLOORING		\$	7,902.00
WALL FINISHES		\$	12,432.00
PLUMBING		\$	2,869.00
HVAC		\$	995.00
ELECTRICAL		\$	20,522.00
FIRE SPRINKLER		\$	4,056.00
FIRE ALARM		\$	2,462.00
SUBTOTAL - ARCHITECTURAL HABITAT:		\$	108,318.00
CONTRACTOR OVERHEAD AND PROFIT:		\$	10,831.80
BOND FEE:		\$	3,574.49
TOTAL COST:		\$	122,724.29
ALTERNATE:			
USE PUMP IN LIEU OF DRAIN PIPE		\$	334.00
	OH/PROFIT	\$	33.40
	BOND FEE	\$	11.00
	TOTAL	\$	378.40
			ADD
ASSUMPTIONS, EXCLUSIONS AND CLARIFICATIONS:			
1	EXCLUDED ARE ANY ITEMS NOT SPECIFICALLY LISTED ABOVE.		
2	NO PERMIT		
BY:	JAN CANNADAY	ARCHITECTURAL HABITAT OF AUSTIN, INC.	
DATE:	5-20-08		

Fiscal Year 2008

Account Balance Inquiry

15:35:15

Account number . . . : 510-1405-802.81-02
Fund : 510 L/T CERT OF OBLIG, 2008
Department : 14 FACILITIES MANAGEMENT
Division : 05 PROJECT MANAGEMENT SVCS
Activity basic : 80 CAPITAL PROJECTS
Sub activity : 2 JUSTICE SYSTEM
Element : 81 CAPITAL OUTLAY
Object : 02 PURCHSD SERV-BLDG IMPROVM

Original budget :	0	
Revised budget :	2,271,188	03/12/2008
Actual expenditures - current . . . :	4,585.50	
Actual expenditures - ytd :	.00	
Unposted expenditures :	.00	
Encumbered amount :	35,011.24	
Unposted encumbrances :	1,362,644.00	
Pre-encumbrance amount :	.00	
Total expenditures & encumbrances:	1,402,240.74	61.7%
Unencumbered balance :	868,947.26	38.3

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

PURCHASE REQUISITION NBR: 0000441040

REQUISITION BY: ANGELA DAVIS 854-9084

STATUS: INSUFFICIENT FUNDS
REASON: 07K00307RV (CJC 3RD FL REMODEL) ATTN: RICHARD

DATE: 5/22/08

SHIP TO LOCATION: FACILITIES MANAGEMENT

SUGGESTED VENDOR: 9584 ARCHITECTURAL HABITAT AUSTIN

DELIVER BY DATE: 6/30/08

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
----------	-------------	----------	-----	-----------	-------------	--------------------

1	CJC 3RD FLOOR CRIMINAL COURTS PROJECT - RENOVATE CJC 1ST FLOOR COMMODITY: BUILDING IMPROVEMENT SVCS SUBCOMMOD: GEN BUILDING IMPROVEMENTS	116588.08	DOL	1.0000	116588.08	
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2	RETAINAGE 5% COMMODITY: BUILDING IMPROVEMENT SVCS SUBCOMMOD: RETAINAGE	6136.21	DOL	1.0000	6136.21	
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REQUISITION TOTAL: 122724.29

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	AMOUNT
1	51014058028102 CAPITAL OUTLAY PURCHSD SERV-BLDG IMPROVM	KCJC02 CJC 3RD FL CRIMINAL CRTS	100.00
2	51014058028102 CAPITAL OUTLAY PURCHSD SERV-BLDG IMPROVM	KCJC02 CJC 3RD FL CRIMINAL CRTS	100.00

122724.29

REQUISITION IS IN THE CURRENT FISCAL YEAR.

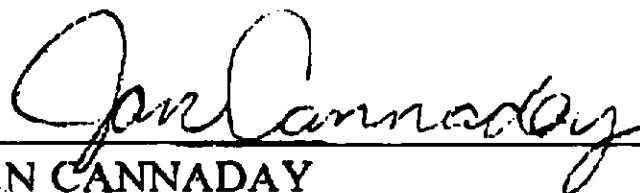
CONTRACT NO. 07K00307RV

**Job Order No. 19
Dated May 23, 2008**

**Architectural Habitat of Austin, Inc.
Attn.: Ms Jan Cannaday
1707 West Koenig Lane
Austin, Texas 78756**

- A. JOB ORDER NO. 19, WHICH REQUIRES ARCHITECTURAL HABITAT OF AUSTIN, INC. TO PERFORM MINOR CONSTRUCTION AND RENOVATION SERVICES FOR THE INTERIOR REMODEL OF THE BLACKWELL-THURMAN CRIMINAL JUSTICE CENTER 1ST FLOOR, AS PER CONTRACT REQUIREMENTS, ARCHITECTURAL HABITAT OF AUSTIN, INC. ESTIMATE, SCOPE OF WORK, PLANS & SPECIFICATIONS, AND THE CONDITIONS DESCRIBED BELOW, IS HEREBY RELEASED.
- B. THE OWNER SHALL PAY THE CONTRACTOR THE NOT-TO-EXCEED AMOUNT OF \$122,724.29 IN CONSIDERATION OF THE PERFORMANCE OF THE WORK.
- C. OWNER SHALL RETAIN THE AMOUNT OF \$250.00 PER CALENDAR DAY FROM ANY AMOUNTS DUE TO THE CONTRACTOR FOR EVERY CALENDAR DAY THAT THE CONTRACTOR'S PERFORMANCE OF THE WORK EXTENDS BEYOND THE PERFORMANCE PERIOD BELOW.
- D. PERFORMANCE PERIOD: NINETY (90) CALENDAR DAYS AFTER ISSUANCE OF A NOTICE-TO-PROCEED FOR SUBSTANTIAL COMPLETION.

ARCHITECTURAL HABITAT OF AUSTIN, INC.

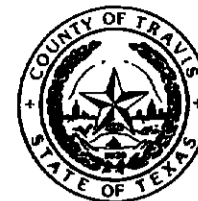

5-23-08

IAN CANNADAY
DATE

CYD V. GRIMES, C.P.M.
DATE
 TRAVIS COUNTY PURCHASING AGENT

SAMUEL T. BISCOE
DATE
 TRAVIS COUNTY JUDGE

Rich
5-23-08
RB



FACILITIES MANAGEMENT DEPARTMENT

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

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

MEMORANDUM

FMD Project: CJC-28-08C-4R
FILE: 703

TO: Cyd Grimes, CPM, Purchasing Agent

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

FROM: Jim Barr, AIA, Sr. Project Manager *Jim Barr*

DATE: May 22, 2008

SUBJECT: Blackwell-Thurman Criminal Justice Center
First Floor Remodel, Job Order Request
Contract: 07K00307RV

PROCEDURES
TRAVIS COUNTY
2008 MAY 22 PM 4:08
PURCHASING
OFFICE

Facilities Management Department recommends issuance of a purchase order under the Minor Construction and Renovation Contract, in the amount of \$122,724.29, to Architectural Habitat for the interior remodel of part of the 1st floor of the CJC. The project is to remodel space for TCSO Bonding, Central Warrants and Courthouse Security and for part of the District Clerk's Criminal Division and the Tax Office Collections Division. A proposal from Architectural Habitat has been reviewed and found to be fair and reasonable. Facilities Management Department recommends approval.

Funding information indicating the account number and requisition is attached. The performance period will be 90 days from issuance of a Notice to Proceed. Liquidated damages for the project will be \$250 per calendar day beyond the date of Substantial Completion.

In accordance with the procedure to secure approval for this Job Order this request is being forwarded along with the supporting documents for Commissioners Court approval on June 3, 2008. If approved, please issue a Job Order to Architectural Habitat. Please call Rick Avery at 44780 or Jim Barr, AIA, at 49190 if you have any questions.

ATTACHMENT:

- 1) Proposal from Architectural Habitat
- 2) HTE requisition printout

COPY TO:

- Alicia Perez, Executive Manager, Administrative Operations
- Amy Draper, CPA, Financial Manager, FMD
- Rick Avery, Architectural Associate, FMD
- ✓ Richard Villareal, Purchasing Agent Assistant IV

Travis County Commissioners Court Agenda Request

Voting Session June 3, 2008
~~08 MAY 28 PII (Date)~~

Work Session _____
(Date)

I. A. Request made by: Joseph P. Gieselman Phone # 854-9383
Signature of Elected Official/Appointed Official/
Executive Manager/County Attorney

B. Requested Text:
Consider and take appropriate action regarding the use of \$250,000 in line item savings from TNR, Road and Bridge, to fund a Pavement Condition Survey to evaluate the condition and future needs of Travis County's roadways.

C. C. Approved by: _____
County Judge and Commissioners' Court

II. A. Backup memorandum and exhibits should be attached and submitted with the Agenda Request (original and eight (8) copies of agenda request and backup).

B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request. Send a copy of this Agenda Request and backup to them:

- Don Ward -854-9317
- David Greear -854-7650
- Scott Lambert -854-7651
- Cynthia McDonald -854-4239
- Sheryl Holder -854-7676

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854 -9106)

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

Human Resources Department (854 -9165)

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

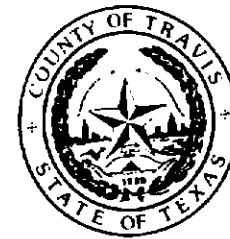
Purchasing Office (854 -9700)

- Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854 -9415)

- Contract, Agreement, Policy & Procedure

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



TRANSPORTATION AND NATURAL RESOURCES DEPARTMENT
JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 W. 13th St.
Eleventh Floor
P.O. Box 1748
Austin, Texas 78767
(512) 854 -9383
FAX (512) 854 -4697

May 28, 2008

MEMORANDUM

TO: Members of the Commissioners Court
THROUGH: Joseph P. Gieselman, Executive Manager
FROM: Donald W. Ward, P.E., Director, Road Maintenance & Fleet Services
SUBJECT: Pavement Condition Survey

Proposed Motion:

Consider and take appropriate action regarding the use of \$250,000 in line item savings from TNR, Road and Bridge, to fund a Pavement Condition Survey to evaluate the condition and future needs of Travis County's roadways.

Summary and Recommendation:

Currently, TNR, Road Maintenance maintains approximately 1,200 miles of roadway within the County. The suggested pavement condition survey is a digital imaging and visual evaluation of all 1,200 miles of pavement. The survey results generate condition ratings that are used to calibrate the County's Pavement Management System. This system is used to select and prioritize roads for various pavement maintenance alternatives, such as surface treatments (chip seals), asphaltic overlays, or complete roadway reconstruction. The County started surveying its roads in 1987 and has conducted a pavement condition survey every four years since then. The last survey was done in 2004.

The management of the data collected from the pavement condition survey allows Road Maintenance to efficiently select and prioritize roads for appropriate pavement maintenance alternatives. This process also allows Road Maintenance to predict and justify future funding needs required to maintain a predetermined pavement condition index for the County. Commissioners Court has set its policy to maintain the County at a 75% Good to Fair condition.

The data collected from the survey is an integral part of the County's Pavement Management System. The Pavement Management System assumes a rate of deterioration for each road, but the system must be calibrated periodically because there are variables such as weather and traffic conditions that affect deterioration rates, which are difficult to quantify. In order to keep the system data calibrated, a new pavement condition survey should be completed every 3-4 years.

Pavement management systems have become of an integral part of most urbanized public works departments who have to manage large networks of roadways. With the increases in paving materials and tightening of budgets, there has been an increasing need to efficiently manage roadway assets. By conducting an objective pavement condition survey on a regular basis using digital imaging and asset management software, the County is able to keep a better handle on the County's paving needs and provide a better product to the travelling public. The digital imaging survey being proposed (as opposed to the older "windshield survey") is more versatile in that the data can be downloaded and analyzed using different input parameters such as budget constraints, new pavement processes, extreme traffic abuse (ie: SH 130 construction traffic), etc.

Issues and Opportunities:

Pavement deterioration rates can be estimated for up to 3-4 years, but start to become inaccurate beyond that time. This could lead to inaccurate determinations for suggested pavement maintenance alternatives, leading to inefficient use of County maintenance funds unless a new pavement condition survey is conducted for calibration. The following items will be provided to Road Maintenance as part of the survey.

- Current inventory of all county infrastructure, including an estimate of historical costs based on current cost of constructing the county's road network deflated to the time the road was originally constructed, reconstructed, or accepted for maintenance. Use of cost indices provided by the Federal Highway Administration is acceptable.
- A comparison of the current infrastructure condition to historical trends;
- An analysis of the existing pavement degradation curves currently used, and how those curves should be revised to reflect actual measured performance since the last study was completed;
- An analysis of significant (20% or greater deterioration) changes to the assessed condition of the county road system and probable causes of those changes;
- A comparison of the current assessed condition to the standards of condition level established by the Commissioners' Court;
- Discussion of significant differences between the estimated cost and actual maintenance costs;
- A recommended maintenance strategy and a five-year maintenance plan with annual estimate of the cost associated with maintaining the condition of the county road system at or better than the standard of the condition level established by the Commissioners' Court;
- Inclusion of IRI (International Roughness Index) in considering the overall condition index of the roadway;
- Inclusion of the use of photo imaging in the right-of-way to identify and geo-locate assets (ie. drainage culverts, traffic signs, etc).

If the survey is postponed for one more year, the County runs the risk of not being able to select the right roads or the right surface treatment for the road as accurately or as consistently as the year before. The longer the County goes without another pavement condition study, the less efficient the selection process becomes for determining next years work plan. All roads have a deterioration curve that begins to drop off significantly after a certain point, and if a maintenance treatment is not applied before that point, then the cost for maintenance increases dramatically. The science of pavement management is to keep ahead of the curve.

Budgetary Issue:

Funding for the study will come from various one-time line item savings in the TNR, Road and Bridge FY08 budget.

Required authorizations:

None.

Background:

Travis County has historically completed a pavement management survey every three to five years since 1987. These surveys have assisted TNR in maintaining the County road system to the current condition and meeting the Court mandated standard of 75% of the roads being rated Good to Fair. This survey will assist TNR in maintaining that rating and will be utilized as an integrated portion of future maintenance planning.

The last pavement condition survey was completed by Fugro Consultants, L.P in 2004. This contract included the digital imaging process for assessing the condition of all 1,200 miles of County maintained roadways. Road Maintenance spent \$207,301 for the study and \$25,728 for software to run the pavement management system. The expected expenses should be similar with approximately \$180,000 to \$200,000 for the study, \$20,000 for a right-of-way asset management software module and a contingency of \$30,000.

Previous studies completed in 2001, 1998, and 1994 cost \$122,025, \$79,860, and \$190,680 respectively. The survey conducted in 2001 was a "windshield survey" that consisted of several different individuals driving down County roadways with a clipboard in hand and manually describing the condition of the pavement. This was a very subjective method for collecting data, but was useful for a one time snapshot of the overall condition of the roadway system.

In 1998 the County performed a partial pavement study that included 33% of all arterials and 20% of all collectors and local roads. This was also a "winshield survey" and cost only \$79,860, but did not give a Countywide view of all the roads.

In 1994, an in-depth pavement survey was conducted on all County maintained roadways. This was also a "windshield survey", included pavement management software called RoadScan, and included a proposed 5 year work plan. This contract included consulting services for pavement management as well as setting up the pavement management software. The cost of this contract was \$198,180.

Exhibits:

None.

cc: Don Ward
David Greear
Cynthia McDonald

Travis County Commissioners Court Agenda Request

Voting Session 6/03/08
(Date)

Work Session _____
(Date)

I. A. Request made by: Joseph P. Gieselman Phone # 854-9383
Executive Manager, TNR

B. Requested Text: **Consider and take appropriate action on the following:**
A) **The use of alternative fiscal for Belvedere Phase IV, a private street subdivision in Precinct 3; and**
B) **The use of a cash security agreement for Belvedere Phase IV, a private street subdivision in Precinct 3.**

C. Approved by: _____
Commissioner Gerald Daugherty, Precinct 3

II. A. Is backup material attached*: Yes X No _____
*Any backup material to be presented to the court must be submitted with this Agenda Request (original and 8 copies).

B. Have the agencies affected by this request been invited to attend the Work Session?

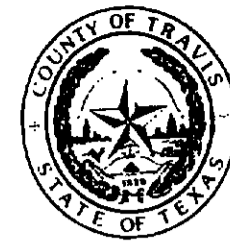
Yes X No _____ Please list those contacted and their phone numbers:

Anna Bowlin - 854-9383 Chris Gilmore - 854-9415
Teresa Calkins - 854-9383 Michael Hettenhausen - 854-9383

III. Required Authorizations: Please check if applicable:

- Planning and Budget Office (473-9106)
- Additional funding for any department or for any purpose
- Transfer of existing funds within or between any line item budget
- Grant
- Human Resources Department (473-9165)
- A change in your department's personnel (reclassifications, etc.)
- Purchasing Office (473-9700)
- Bid, Purchase Contract, Request for Proposal, Procurement
- County Attorney's Office (473-9415)
- Contract, Agreement, Policy & Procedure

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



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

MEMORANDUM

Date: May 23, 2008

TO: Members of the Commissioners Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM:  Anna Bowlin, Division Director - Development Services

SUBJECT: **Consider and take appropriate action on the following:**

- A) The use of alternative fiscal for Belvedere Phase IV, a private street subdivision in Precinct 3; and**
- B) The use of cash security agreement for Belvedere Phase IV a private street subdivision in Precinct 3.**

Summary and Staff Recommendation:

The developer of the subject subdivision requests to have the plat held in abeyance while the street and drainage facilities are constructed. The developer also requests the use of a Cash Security Agreement with Travis County for the purpose of posting the Alternative Fiscal. TNR staff recommends approval of the proposed motion.

Budgetary and Fiscal Impacts:

There are no budgetary and/or fiscal impacts. Fiscal is posted for restoration of disturbed areas should construction not be completed. Fiscal will be posted as a Cash Security Agreement.

Issues and Opportunities:

Under Alternative Fiscal the Executive Manager of TNR holds the plat in abeyance and, upon completion of the items listed below, the Division Director of Planning and Engineering Services authorizes the issuance of a Basic Development Permit for construction of streets and drainage facilities.

Plat Status

Staff has reviewed the plat and all comments have been addressed. It meets current standards and has everything in place such that it could be recommended for approval and recordation at this time.

May 23, 2008

Page 2

Restoration/Erosion Control Fiscal

The fiscal for restoration, in the amount of \$27,572.00 has been posted with Travis County in the form of a Cash Security Agreement.

Boundary Street Fiscal/Access to Publicly Maintained Road

Belvedere Phase IV takes access from Belvedere Phase III. Belvedere Phase III is also considered a private street subdivision and is considered to have satisfactory construction.

Waste Water Service

Wastewater service for this subdivision will be Travis County onsite septic.

Construction Plans and Engineer's Estimate of Construction Cost Approved

All comments by Travis County staff have been addressed and the reviewer is prepared to sign the cover sheets of the plans and issue permit #08-0833. The estimated cost of the improvements includes all costs related (including temporary erosion controls, etc.) to construct all streets and drainage facilities (including all structures contributing to the total detention required, if any).

The developer has signed the attached statement acknowledging that this action does not imply or guarantee plat approval by the Commissioners Court and that he/she understands the constraints related to the use of Alternate Fiscal. An Extension of Sixty-Day Period for Completed Plat Application Final Action is also included.

Background:

Belvedere Phase IV covers 52.963 acres, contains 30 lots, and has 1,575 linear feet of private streets.

Required Authorizations:

No additional authorizations are required.

Exhibits:

Alternate Fiscal Acknowledgments

Exhibit "A" – Description

Extension of Sixty-Day Period

Cash Security Agreement

Maps

PS:AB:ps

1102 Belvedere Ph IV

1105

Exhibit 82.401 (D)
(d) Alternative Fiscal Policy Request and Acknowledgement

STATE OF TEXAS §

COUNTY OF TRAVIS §

TO THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS:

The undersigned Owner proposes to subdivide that certain tract of land more particularly described in **Exhibit "A"**, which is attached hereto and made a part hereof. The Owner requests that Travis County's Transportation and Natural Resources Department ("TNR") hold the proposed plat of land in abeyance until all of the proposed subdivision improvements have been constructed to Travis County Standards for the Construction of Streets and Drainage in Subdivisions (the "Standards") to the satisfaction of the Executive Manager of TNR. In order to qualify for this Alternative Fiscal Policy, the proposed subdivision must meet the access criteria set forth in the Standards.

Under this Policy, the Owner is not required to post fiscal Security to secure the construction of the Improvements, but is required to obtain a Travis County Development Permit. The owner will be required to post fiscal for boundary streets improvements if they are not to be completed during the construction of the Improvements. Additionally, the Owner shall file Security with the submitted Final Plat to secure restoration of disturbed areas should construction not be completed.

Upon satisfactory completion of the Improvements, the submitted plat shall be forwarded by TNR to the Commissioners Court for approval and recording.

If the Owner elects to proceed under this option, the Owner acknowledges and agrees that, until the plat is filed, the Owner may not use the proposed subdivision's description in a contract to convey real property, unless the conveyance is expressly contingent on the recording and approval of the final plat and the purchaser is not given the use or the occupancy of the real property before the recording of the final plat, under penalty of prosecution under Section 12.002 of the Texas Property Code. In addition, the approval of Alternative Fiscal in no way constitutes approval of the proposed plat.

If the plat is to be approved and filed, the Owner must post Security in the amount of 10% of the cost of the completed Improvements to secure the performance of the construction of the Improvements for one year from the date of the approval of the plat and acceptance of the construction by the County.

Alternative Fiscal

Executed this 19 day of May, 2008.

OWNER: Hamilton Bee Cave LP

7015 Snider Plaza Suite 205

Address

By: Joel H. Robuck

Dallas Texas 75205

City, State

Name: Joel H. Robuck

214.361.7830

Phone

Title: Managing Partner

214.363.3090

Authorized Representative

Fax

ACKNOWLEDGEMENT

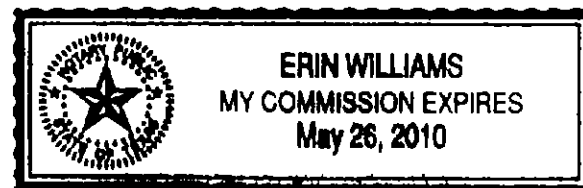
STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 21 day of May, 2008, by Joel H. Robuck in the capacity stated herein.

Erin Williams

Notary Public in and for the State of Texas



Printed or typed name of notary

My Commission Expires: _____

TRAVIS COUNTY, TEXAS:

By: _____
County Judge

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me by County Judge Samuel T. Biscoe, on the _____ day of _____, 2008, in the capacity stated herein.

Notary Public in and for the State of Texas

Printed or typed name of notary
My commission expires: _____

Exhibit 82.401 (D) (d) Alternative Fiscal Request and Acknowledge – page 4 of 4

SAMPLE EXHIBIT "A" OR FIELD NOTES

Alternative Fiscal

EXHIBIT "A"

That certain tract of land described as See attached
subdivision is _____ acres, being a portion of that same tract of land described in
Volume _____, Page _____ of the Real Property Records of Travis County, Texas, as
delineated on a plat under the same name which will be held in abeyance until approval is
granted by the Travis County Commissioners' Court.

Exhibit A

FEBRUARY 12, 2008 JOB NO. 1045-13 FIELD NOTE NO. 1045-01
CLIENT: HAMILTON BEE CAVE, LP PROJECT: BELVEDERE PHASE IV
SOUTH 52.963 AC. COA GRID NO. T-24 & T-25

FIELD NOTES

A DESCRIPTION OF 52.963 ACRES OF LAND SITUATED IN THE SAM WILDY SURVEY NO. 528 AND THE F. S. ROY SURVEY NO. 430, TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 443.695 ACRES OF LAND CONVEYED TO HAMILTON BEE CAVE, LP BY DEED RECORDED IN DOCUMENT NO. 2005055954 OF THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY, SAID 52.963 ACRES AS SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 5/8 inch iron rod with plastic cap marked "RPLS 4532" found at the intersection of the west line Rollins Drive, a 70 foot wide private street, drainage and public utility easement of Belvedere Phase 1, a subdivision of said 443.695 acres whose plat is recorded in Document No. 200600055 of the said Official Public Records and the southerly line of Flagler Drive, a variable width private street, drainage and public utility easement of said Phase 1 being on the westerly line of Lot 1, Block E of said Phase 1;

THENCE crossing said 443.695 acres along the west line of said Rollins Drive and said Lot 1 the following two (4) courses:

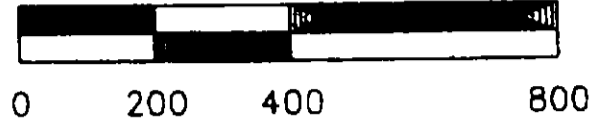
1. a distance of 21.74 feet along the arc of a curve to the right whose radius is 15.00 feet, central angle is $83^{\circ}03'06''$ and whose chord bears $S66^{\circ}32'20''E$, 19.89 feet to a 5/8 inch iron rod with plastic cap marked "RPLS 4532" found, and
2. $S25^{\circ}00'48''E$, 33.99 feet to a 5/8 inch iron rod with plastic cap marked "RPLS 4532" set;

THENCE, departing said west line, crossing said 443.695 acres the following fifteen (15) courses:

1. $S64^{\circ}59'12''W$, 160.87 feet to a 5/8 inch iron rod with plastic cap marked "RPLS 4532" set,
2. $S49^{\circ}47'23''W$, 29.91 feet to a 5/8 inch iron rod with plastic cap marked "RPLS 4532" set,
3. $S27^{\circ}52'47''W$, 74.37 feet to a 5/8 inch iron rod with plastic cap marked "RPLS 4532" set,
4. $S22^{\circ}17'00''W$, 131.11 feet to a 5/8 inch iron rod with plastic cap marked "RPLS 4532" set,

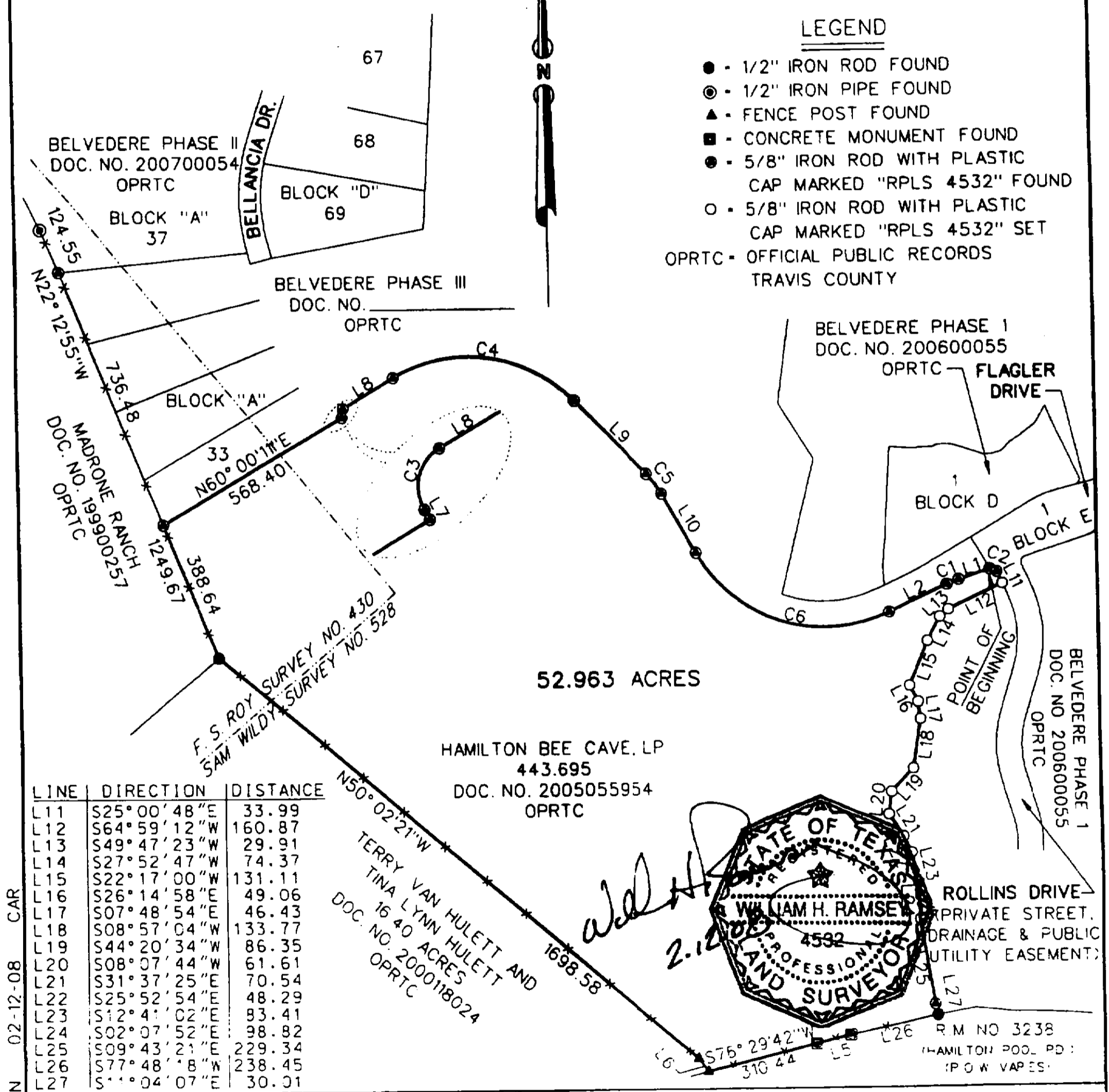
CURVE	LENGTH	DELTA	RADIUS	DIRECTION	CHORD
C1	34.80	07° 11' 04"	277.50	N68° 34' 44" E	34.77
C2	21.74	83° 03' 06"	15.00	S66° 32' 20" E	19.89
C3	23.56	90° 00' 00"	15.00	N15° 00' 33" E	21.21
C4	538.78	75° 28' 35"	409.00	S82° 15' 11" E	500.66
C5	67.14	14° 30' 59"	265.00	S37° 15' 23" E	66.96
C6	608.35	85° 00' 54"	410.00	S72° 30' 20" E	554.06

LINE	DIRECTION	DISTANCE
L1	N72° 10' 16" E	88.88
L2	N64° 59' 12" E	170.12
L3	S05° 51' 54" W	241.30
L4	S33° 25' 07" E	221.95
L5	S76° 14' 24" W	96.68
L6	N36° 57' 07" W	43.47
L7	N29° 59' 27" W	3.81
L8	N60° 00' 33" E	164.70
L9	S44° 30' 53" E	278.76
L10	S29° 59' 53" E	183.02



LEGEND

- - 1/2" IRON ROD FOUND
- ⊙ - 1/2" IRON PIPE FOUND
- ▲ - FENCE POST FOUND
- - CONCRETE MONUMENT FOUND
- - 5/8" IRON ROD WITH PLASTIC CAP MARKED "RPLS 4532" FOUND
- - 5/8" IRON ROD WITH PLASTIC CAP MARKED "RPLS 4532" SET
- OPRTC - OFFICIAL PUBLIC RECORDS TRAVIS COUNTY



LINE	DIRECTION	DISTANCE
L11	S25° 00' 48" E	33.99
L12	S64° 59' 12" W	160.87
L13	S49° 47' 23" W	29.91
L14	S27° 52' 47" W	74.37
L15	S22° 17' 00" W	131.11
L16	S26° 14' 58" E	49.06
L17	S07° 48' 54" E	46.43
L18	S08° 57' 04" W	133.77
L19	S44° 20' 34" W	86.35
L20	S08° 07' 44" W	61.61
L21	S31° 37' 25" E	70.54
L22	S25° 52' 54" E	48.29
L23	S12° 41' 02" E	83.41
L24	S02° 07' 52" E	98.82
L25	S09° 43' 21" E	229.34
L26	S77° 48' 18" W	238.45
L27	S11° 04' 07" E	30.01

RAMSEY LAND SURVEYING, L.L.C.

8718 SOUTHWEST PARKWAY
 F.O. BOX 92768
 AUSTIN, TEXAS 78709-2768
 PHONE (512) 301-9398
 FAX (512) 301-9395
 bramsey@ramseylandsurveying.com

SKETCH TO ACCOMPANY
 FIELD NOTE NO. 1045-01

10-15-18 BELPH4 DGN 02-12-08 CAR

Belvedere IV

**EXHIBIT 82.201(C)
EXTENSION OF SIXTY-DAY PERIOD FOR
COMPLETED PLAT APPLICATION FINAL ACTION**

Date: May 19 2008

Owner's Name and Address: Hamilton Bee Cave LP
7015 Snider Plaza Suite 205
Dallas Texas 75205

Proposed Subdivision Name and Legal Description (the "Property"):

Belvedere IV with legal description as attached Exhibit A

The undersigned Owner and the Executive Manager of Travis County Transportation and Natural Resources Department hereby agree that the sixty (60) day period for final action to be taken on a Completed Plat Application for the Property is hereby extended by mutual agreement and without compulsion until the date that all subdivision requirements have been met to Travis County standards to the satisfaction of the Executive Manager of TNR.

Executed and affective as of the date set forth below.

Owner: Hamilton Bee Cave LP

By: 

Name: Joel H. Robuck

Title: Managing Partner

Authorized Representative

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF TRAVIS

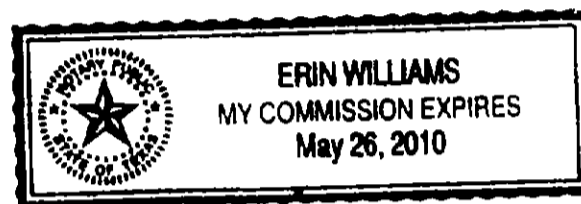
This instrument was acknowledged before me on the 21 day of May, 2008, by Joel H. Robuck of Travis County, Texas known to me personally or on the basis of an approved form of identification, in the capacity stated.

Erin Williams

My Commission Expires: _____

Notary Public, State of Texas
(Printed Name of Notary)

EXHIBIT 82.201(C)
EXTENSION OF SIXTY DAY PERIOD – PAGE 2 OF 2
(Belvedere IV)



Travis County

By: _____

Executive Manager
Travis County Transportation and Natural Resources Department

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF TRAVIS

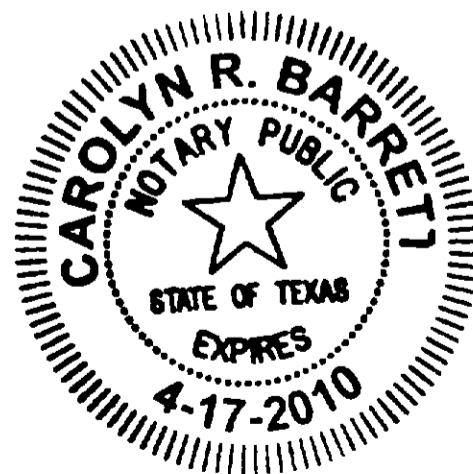
This instrument was acknowledged before me on the 28th day of May, 2008, by Joseph P. Gusekman of Travis County, Texas known to me personally or on the basis of an approved form of identification, in the capacity stated.

Carolyn R. Barrett

Notary Public, State of TX

My Commission Expires:

Carolyn R. Barrett
(Printed Name of Notary)



EXTENSION OF SIXTY DAY PERIOD

§ EXHIBIT 82.401 (C)

(c) CASH SECURITY AGREEMENT

TO: Travis County, Texas
DEVELOPER: Hamilton Bee Cave LP
ESCROW AGENT: Travis County Treasurer
AMOUNT OF SECURITY: \$27,572.00
SUBDIVISION: Belvedere IV
DATE OF POSTING: May 21 2008
EXPIRATION DATE: Three Years, or more, from Date of Posting

The ESCROW AGENT shall duly honor all drafts drawn and presented in accordance with this CASH SECURITY AGREEMENT (this "Agreement"). Travis County (the "County") may draw on the account of the DEVELOPER up to the aggregate AMOUNT OF SECURITY upon presentation of a draft signed by the County Judge that the following condition exists:

The County considers such a drawing on this Security necessary to complete all or part of the SUBDIVISION Improvements to current Travis County Standards for the Construction of Roads and Drainage in Subdivisions (the "Standards"). No further substantiation of the necessity of the draw is required by this Agreement.

This Agreement is conditioned on the performance of the duties of the DEVELOPER prior to the EXPIRATION DATE to provide for the construction and completion of the street and drainage Improvements in the SUBDIVISION to current Travis County Standards for the construction of Roads and Drainage in Subdivisions ("the "Standards"), so that the Improvements are performing to the Standards upon the approval of the construction of the Improvements and the acceptance of the public Improvements by the Commissioners Court and at the end of the public Improvement construction Performance Period, which commences upon the acceptance.

Partial drafts and reductions in the amount of Security are permitted. Upon the acceptance of the Improvements, the Security will be reduced to ten percent of the cost of the public Improvements. Drafts will be honored within five calendar days of presentment. In lieu of drawing on the Security, the County, in its discretion, may accept a substitute Security in the then current amount of the estimated cost of constructing the Improvements. This Agreement may be revoked only by the written consent of the DEVELOPER and the COUNTY.

Cash Security Agreement

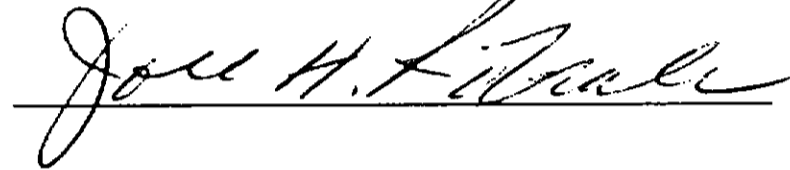
The Developer must indicate by signing the appropriate line, below, whether or not he wishes the escrowed funds to be invested, with interest earned at the rate Travis County receives for its 90-day accounts, and be charged a \$25.00 investment fee every 90 days. The minimum amount, of cash security, that will be considered for the investment in Two Thousand Dollars (\$2,000.00).

DEVELOPER

ADDRESS OF DEVELOPER

By: Hamilton Bee Cave LP

7015 Snider Plaza Suite 205



Name: Joel H. Robuck

Dallas Texas 75205

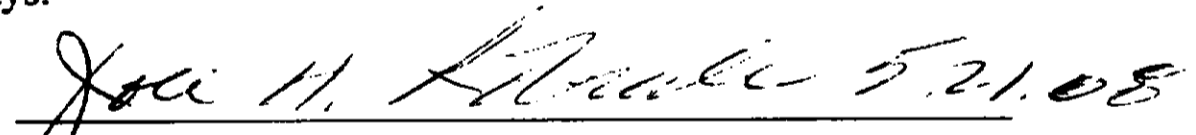
Title: Managing Partner

Date: May 21 2008

Phone: 214.361.7830

SIGN ONLY ONE

Invest funds with interest paid at the rate Travis County receives for its 90-day accounts and be charged a \$25.00 investment fee for every 90 days.


Name _____ Date _____

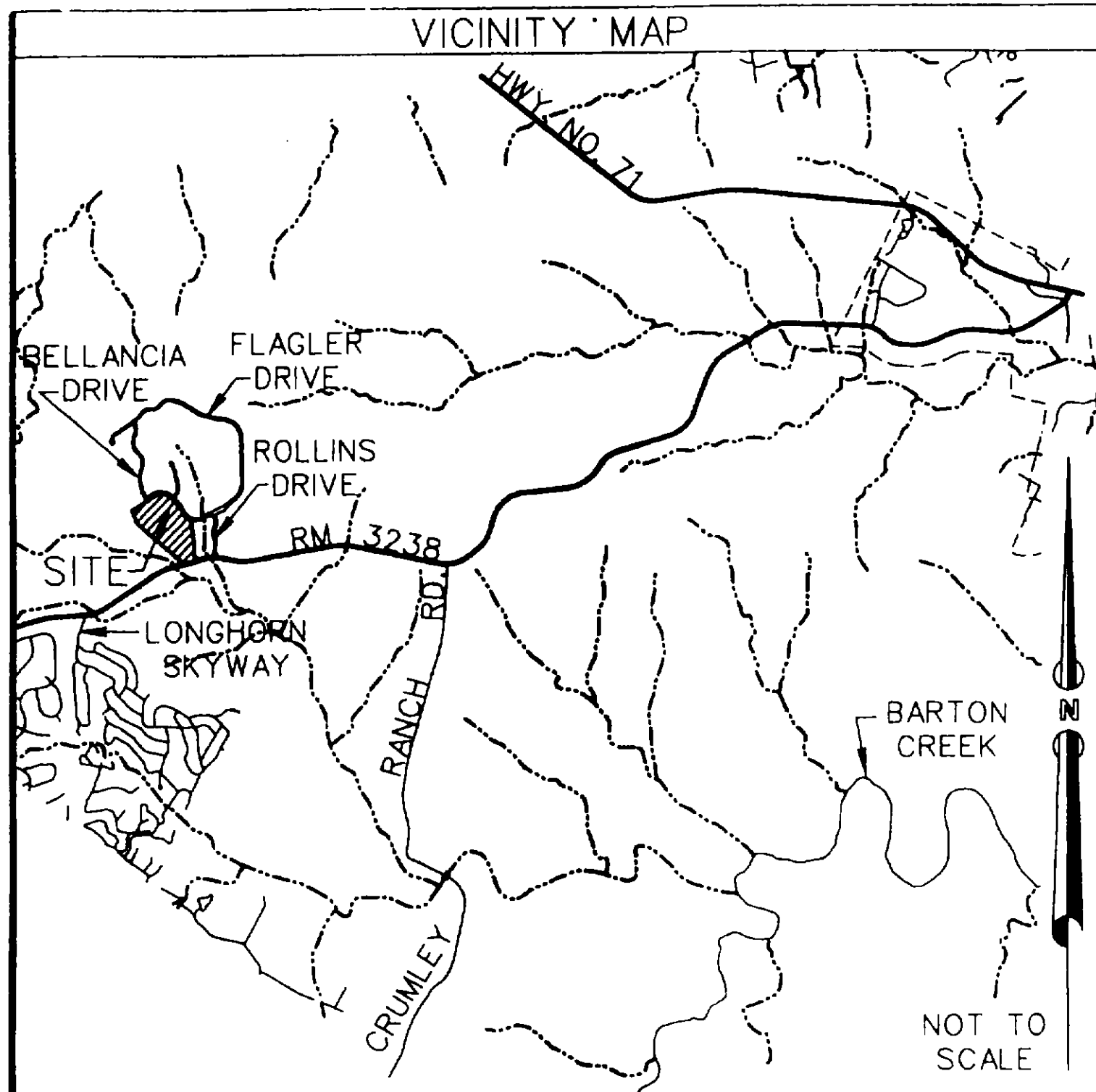
Funds shall not be invested and no interest shall be accrued to the Developer/Builder.

Name _____ Date _____

APPROVED BY THE TRAVIS COUNTY COMMISSIONERS' COURT: _____
Date

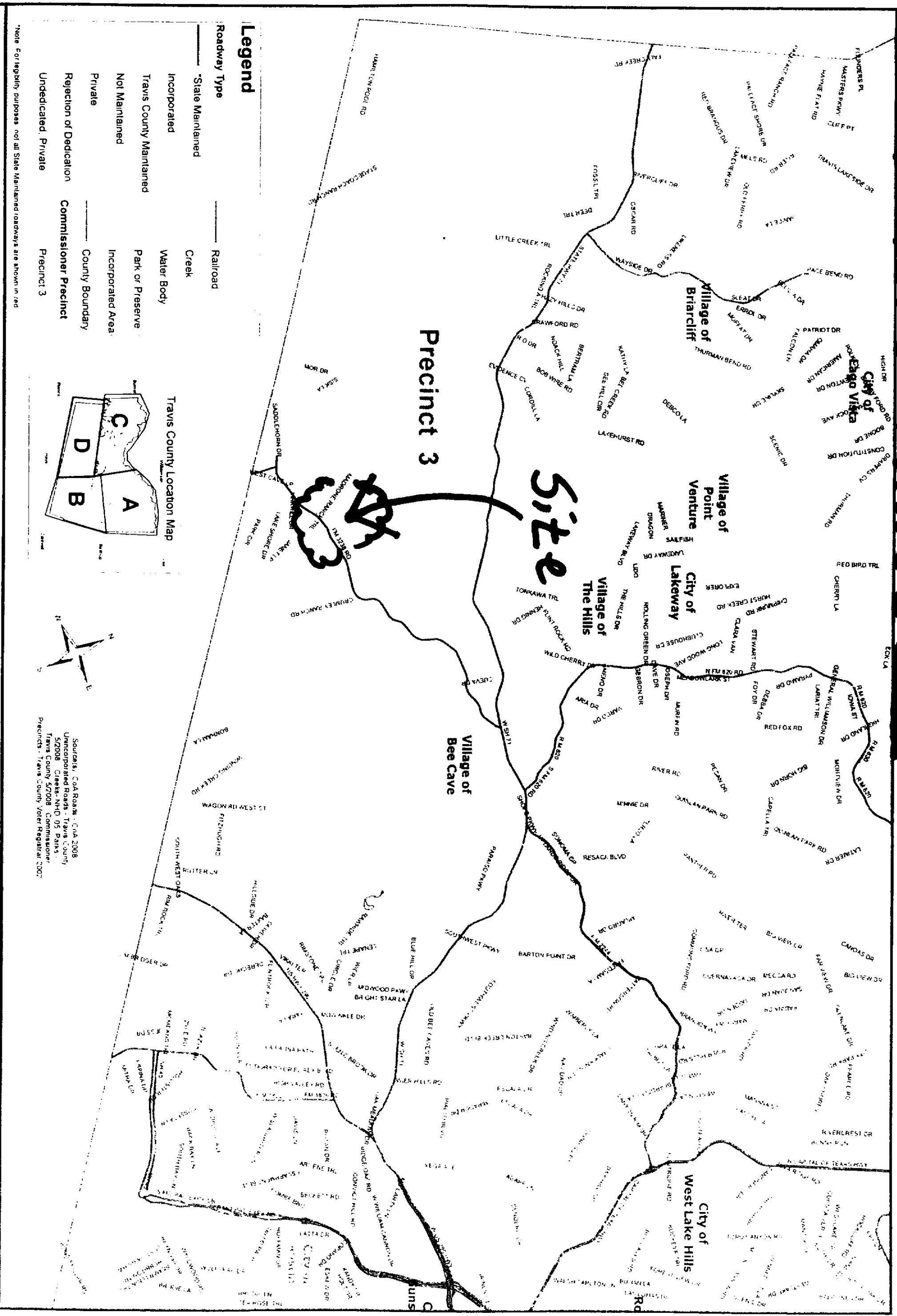
COUNTY JUDGE, TRAVIS COUNTY, TEXAS

Date



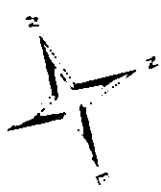
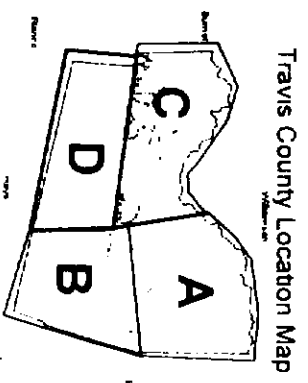
BELVEDERE PHASE IV

Belvedere Phase IV



Legend

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

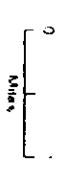


Sources: CoA Roads - EMA 2008
 Unincorporated Roads - Travis County
 S2008 Cleeks - NHD 05 Pairs
 Travis County S2008 Commissioner
 Precincts - Travis County Voter Registrar 2007

Map Disclaimer: This map was created for the Travis County Sign Crew for identifying Travis County's maintained roadways. The data is provided "as is" with no warranties of any kind. For questions contact the Travis County GIS Coordinator at (512) 854-9383.

Text Scale:
 1 inch equals 1,002 miles
 1 inch equals 5,292 feet

Travis County Roadways, Map D



Map Prepared by: Travis County
 Dept. of Transportation & General
 Resources
 2018 04/20/2008
 HP: www.co.travis.tx.us

Travis County Commissioners Court Agenda Request

Voting Session June 3, 2008

Work Session

I. A. Request made by: _____ Phone # 854 -9434
Joseph P. Gieselman, TNR Executive Manager

B. Requested Text:
Consider and take appropriate action on a request to approve a Participation Agreement with the Crosswind Property Owners' Association, Inc for improvement to and acceptance of a portion of Crosswind Drive and all of Tradewind Drive, in Precinct 3

C. Approved by: Commissioner Gerald Daugherty, Precinct 3

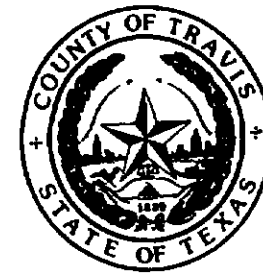
II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (Original and eight (8) copies of agenda request and backup).

B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request. Send a copy of this Agenda Request and backup to them:

III. Required Authorizations: Please check if applicable:

- Planning and Budget Office (473-9106)
- Additional funding for any department or for any purpose
- Transfer of existing funds within or between any budget line item
- Grant
- Human Resources Department (473-9165):
- A change in your department's personnel (reclassifications, etc.)
- Purchasing Office (473-9700)
- Bid, Purchase Contract, Request for Proposal, Procurement
- County Attorney's Office (473-9415)
- Contract, Agreement, Policy & Procedure

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



TRANSPORTATION AND NATURAL RESOURCES DEPARTMENT

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

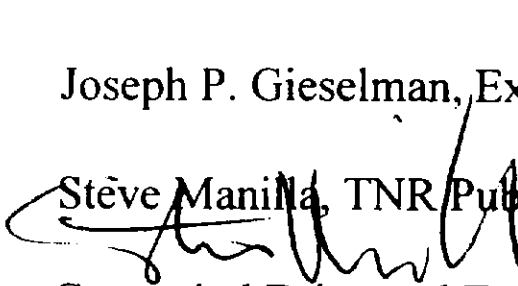
411 W. 13th St.
Eleventh Floor
P.O. Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4626

May 22, 2008

MEMORANDUM

TO: Members of the Commissioners' Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM:  Steve Manilla, TNR/Public Works Director

SUBJECT: Crosswind Drive and Tradewind Drive Participation Agreement

Proposed Motion:

Consider and take appropriate action on a request to approve a Participation Agreement with the Crosswind Property Owners' Association, Inc for improvement to and acceptance of a portion of Crosswind Drive and all of Tradewind Drive, in Precinct 3

Summary and Staff Recommendations:

The Association and the County, through an Escrow Agreement executed on March 18, 2003, have been working together to complete the design and obtain easements necessary to construct improvements needed to enable County acceptance of a portion of Crosswind Drive and all of Tradewind Drive. The Escrow Agreement provides the Association sole discretion to seek County funds for construction of the Project under the County's Unaccepted Substandard Roadway Program when funds become available. In the FY 2007 budget process the Court approved \$500,000 for the Substandard Road program. The Crosswind Property Owners' Association, Inc now desires to replace their Escrow Agreement with a Participation Agreement wherein they will provide a portion of the funds (not-to-exceed \$82,500.00) to be used with County funds (est \$192,500.00) to complete the project. The Property Owners Association executed the attached Participation Agreement after receiving a majority of votes in favor of the agreement through a ballot election with their members held on April 26, 2008.

TNR has determined that this project meets the basic eligibility requirements established in Chapter 84 and after consultation with the County Attorney's Officer determined that the ballot election documents serve the purpose of the petition required by Chapter 84 of the Travis County Code. If approved, TNR will await delivery of easements and right-of-way

dedications. Once received, TNR will bid the construction contract, receive the deposit of the Associations cost share, and recommend acceptance of the roadways onto the County-maintained system along with the recommendation to award the construction contract.

TNR recommends approval of the Participation Agreement.

Budgetary and Fiscal Impacts:

The Court approved \$500,000.00 to fund the Substandard Road Program in the FY 07 budget process. This project will be among the first to use a portion of these funds under the cost-share approach. TNR's preliminary estimate of the total cost of the project is \$275,000.00. Per the terms of the Participation Agreement, the POA will provide \$82,500.00 to help pay the costs of improving a 4000' section of Crosswind Drive, a primary thoroughfare in the Crosswind subdivision, and a 3500' section of Tradewind Drive, a loop street.

TNR staff has been working with the Association since 2003 to develop construction documents for the project. The Association deposited \$10,000.00 with the County after execution of the Escrow Agreement as security to compensate the County for its costs in the event the Association decided not to proceed with the project. At the time of the escrow agreement TNR used design standards that would have been much more disruptive and it appeared that some members of the community would not support the project without knowing the precise impacts. In 2006 the Court approved TNR's recommendation to revise the substandard roadway engineering standards to allow the design engineer more discretion to develop designs more appropriate for existing roadways that have historically functioned well and that typically serve low speed, low volume traffic. The result is that, for this project, the roadway alignments and cross sections will remain essentially the same as they currently exist. The bulk of the construction costs will be for resurfacing the roadways and a minimal amount of drainage improvements.

Issues and Opportunities:

Inefficiencies are introduced into these projects when all residents are not supportive of either the project or the project design requirements. Most notably, program participants are totally responsible for dedicating all required right-of-way and removing all private property, such as fences, walls, and buildings that encroach into the dedicated right-of-way. In the past TNR has expended significant surveying, engineering, and right-of-way resources only to have projects delayed or indefinitely postponed because some residents did not want to dedicate easements, or did not like the impacts the construction would have upon their specific property. Inefficient re-design to accommodate residents was common. To address this issue TNR recommended using Public-Private Participation Agreements. Under the terms of these Agreements costs are shared between the County and the property owners. This should provide an impetus for property owners to work with the county to minimize "custom" design or redesign.

Travis County Chapter 82 establishes the standard for new street and drainage construction.

Many substandard roads were constructed or partially constructed prior to Travis County's adoption of roadway standards and to bring them up to today's standards would be cost prohibitive in most cases, and drastically alter the character of some neighborhoods. As such, the standards in Chapter 84 are lower than those in Chapter 82. In unincorporated Travis County there are approximately 200 miles of roads that are not maintained by the County. Of those roads Travis County has been requested to accept about 350 road segments, or about 100 miles. The average cost of reconstructing these roadways to meet the previous County standard in Chapter 84 has been \$600,000 per mile.

County responsibility for maintenance and liability will increase as roads are accepted onto the County system. TNR Public Works developed a design that utilizes the existing roadway and drainage system to the maximum extent possible. Rather than reconstructing the roads to meet higher design speeds, and constructing a comprehensive subdivision drainage system where none currently exists, the improvements are limited to resurfacing the existing pavement and addressing localized traffic safety or drainage problems observed by staff or reported by the community. By minimizing changes to existing roadways and drainage patterns we eliminated the need for several easements which was a major issue for some property owners.

A basic eligibility requirement of the substandard road program is that the roadway must be contiguous with a publicly maintained roadway. This section of Crosswind Drive connects to Bee Creek Road at one end and an accepted section of Crosswind Drive at the other end. Tradewind Drive connects to unaccepted Crosswind Drive at two locations and Crosswind Drive must therefore be accepted before Tradewind can be accepted.

To achieve additional cost efficiencies, TNR Public Works has requested TNR Road & Bridge to include the resurfacing work for this project into the annual resurfacing contract that is currently out for bids. If the bid prices are favorable, and the HOA can provide its cost share and easements in a timely manner, the resurfacing will be performed through the annual paving contract and the relatively small amount of drainage work performed either by a separate contractor or Road & Bridge forces.

The acceptance of roads could result in additional home building in older neighborhoods, which could increase the County's tax base.

Background:

The roadways that are eligible for this program are typically ones that should have been constructed by the developers who benefited from the sale of property for which these roads provide access. The roads were not constructed properly, or not accepted by the County for on-going maintenance, for a variety of reasons and the developers are no longer legally bound to address the problem. The condition of the roads vary widely from good to poor. Residents living on roadways that are in poor condition are most concerned about access for school transportation and emergency services. Residents on roadways in good condition are more concerned about on-going deterioration and long term maintenance. Residents of the neighborhoods served by these roads typically turn to County government

for assistance but the substandard roads program has limited funding.

Public-private agreements were introduced on a large scale in the 2005 bond referendum. They were established to fund partnerships with developers in order to get significant sections of arterial roadways constructed in a timely manner, rather than piece-mealed. Making these types of agreements available to neighborhood associations provides a means for getting their roads accepted while providing impetus for them to work with TNR staff to complete the project.

Required Authorizations:

County Attorney: Assistant County Attorney Julie Joe

PBO: Jessica Rio

Attachments:

1. Crosswind Drive and Tradewind Drive Participation Agreement
2. Vicinity Map
3. Example HOA Ballot

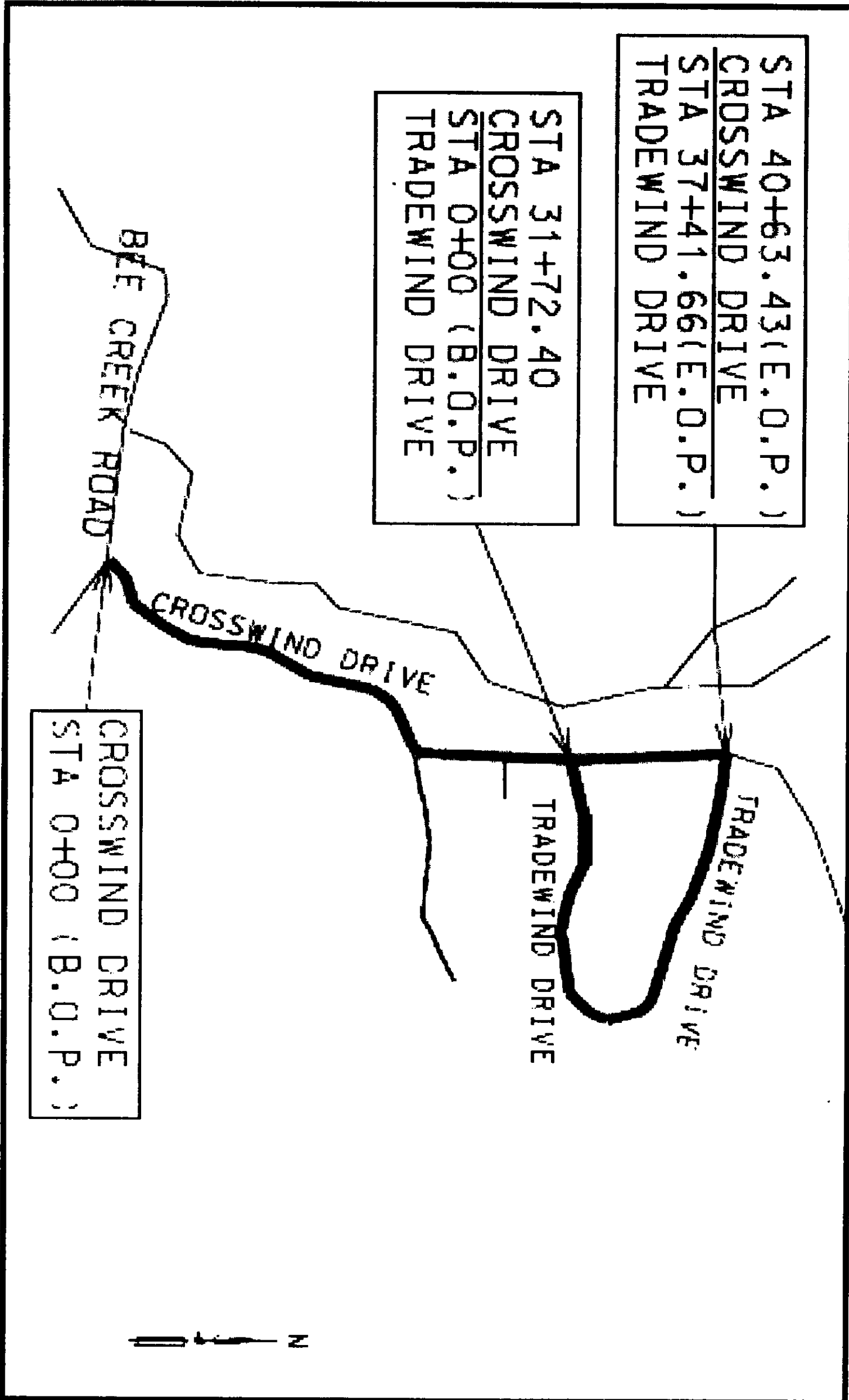
CC:

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

Cynthia McDonald, TNR Financial Services

Steve Sun, P.E., CIP Program Manager

Miguel Villarreal, P.E., CIP Project Manager



LOCATION MAP
N.T.S.

EXHIBIT B

PLEASE FOLLOW THE INSTRUCTIONS SO YOUR VOTE IS COUNTED!

For your ballot to be accepted, you **must** write your lot number(s) and sign the ballot. You may turn in your **ballot** at the Special Meeting. If you are unable to attend the meeting, you can mail your ballot to CPOA, 105 Hornsby Lane, Spicewood, TX, 78669, prior to April 26th.

You may also designate a proxy for the meeting by writing this statement below your ballot: "I, < your name >, am naming < person's name > of CPOA as my proxy for this vote."

Please return this entire yellow page (do not tear).

CPOA Special Meeting Ballot 04/26/08

Regarding the amendment of the Bylaws to include a Special Assessment solely for the purpose of funding roadway and related improvements or action, all in conjunction with the cost-sharing participation agreement contemplated between the association and Travis County, toward the goal of Travis County ultimately taking over responsibility for roadway maintenance in the community:

I vote FOR the Special Assessment _____

I vote AGAINST the Special Assessment _____

Lot Number(s): _____ **Printed Name:** _____

Date: _____ **Signature:** _____

CROSSWIND DRIVE and TRADEWIND DRIVE

PARTICIPATION AGREEMENT

May 7, 2008

This agreement ("**Agreement**") is entered into between Travis County, Texas (the "**County**"), and the Crosswind Property Owners' Association, Inc. (the "**Association**"). The County and Association are sometimes hereinafter individually referred to as a "**Party**" and collectively referred to as the "**Parties**." Each of the Parties confirms that it has the authority and ability to enter into this Agreement, and to perform its obligations under this Agreement, without the further approval or consent of any other person or entity.

Recitals

WHEREAS, the Association and the County, through the Escrow Agreement executed between the Association and the County on March 18, 2003, have been working together to complete the design of improvements and obtain easements necessary to obtain County acceptance of the Project as defined in the Escrow Agreement;

WHEREAS, Section 2.f of the Escrow Agreement, attached as Exhibit A, provides the Association sole discretion to seek County construction of the Project under the County's Unaccepted Substandard Roadway Program;

WHEREAS, at the time of execution of the Escrow Agreement both Parties agreed and acknowledged that the County's Unaccepted Substandard Roadway Program did not have sufficient funds for construction of the Project;

WHEREAS, the County has informed the Association that County funds are now available for cost-sharing the construction of the Project with the Association through the Unaccepted Substandard Roads Program, and the Association desires to exercise its discretion to request the County to construct the Project;

WHEREAS, the County and the Association desire to replace the Escrow Agreement with this Participation Agreement to put into effect the cost-sharing and County's construction of the Project and to revise the Project to eliminate Crosswind Circle;

WHEREAS, the County intends to perform certain roadway improvements to Crosswind Drive and Tradewind Drive to ensure they meet the requirements of Travis County Code Chapter 84, Unaccepted Substandard Roadway Specifications (the "Project");

WHEREAS, the County has determined that the Project meets the basic eligibility requirements set forth in Travis County Code Section 84.007 regarding acceptance of substandard roads; and

WHEREAS, the County and the Association desire to cooperate in and share the costs of developing and constructing the Project as permitted in Travis County Code Section 84.008(d) and provided in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises, covenants, obligations, and benefits set forth in this Agreement, the Parties agree to replace the Escrow Agreement with this Participation Agreement as follows:

Section 1. The Project.

(a) The Project consists of reconstructing a portion of Crosswind Drive and all of Tradewind Drive in Precinct 3 (see Exhibit B), to meet all requirements of Travis County CHAPTER 84 UNACCEPTED SUBSTANDARD ROADWAY SPECIFICATIONS and includes the following features ("**Project Design Features**"):

- (i) Crosswind Drive: two (2) lane road beginning at Bee Creek Road and ending approximately 4000' at its northernmost intersection with Tradewind Drive; and, Tradewind Drive: two (2) lane road beginning at its southernmost intersection with Crosswind Drive and ending approximately 3500' at its northernmost intersection with Crosswind Drive.
 - (A) right of way width depending on design requirements, but no less than fifty feet (50'), plus slope, sight, and drainage easements;
 - (B) road consisting of one (1) asphalt pavement section no less than twenty feet (20') wide for Crosswind Drive and 18' wide for Tradewind Drive from edge of pavement to edge of pavement, and the section including:
 - (1) two (2) ten feet (10') wide travel lanes for Crosswind Drive and two (2) nine feet (9') wide travel lanes for Tradewind Drive; and,
 - (2) minimum one (1') foot wide stabilized shoulders along each edge;
- (ii) Pavement structure with a design life of twenty (20) years based on geotechnical investigations performed by the County.
- (iii) Design speed (25) miles per hour with lower design speed allowed if in the design engineer's judgment it is appropriate.
- (iv) Temporary and permanent erosion and sedimentation controls.
- (v) Stormwater drainage system including, but not limited to, bar ditches, swales, channels, and driveway and cross culverts necessary to convey the 25-yr storm event without overtopping the roadway;

- (vi) Guardrails and traffic control devices and markings, both during construction and permanent, as required by TXDOT's Manual of Uniform Traffic Control Devices and sound engineering principles and practices.
- (vii) All necessary relocations or adjustments of utilities or other infrastructure, subject to payment or reimbursement by any person legally obligated to bear the cost of such costs relocations or adjustments.
- (viii) Compliance with any applicable County policies, procedures, and requirements for acceptance of the Project for maintenance.

Notwithstanding the foregoing, the Association and the Executive Manager of the County Transportation and Natural Resources Department may agree in writing to minor modifications of the Project Design Features depending on (i) unanticipated cost requirements, (ii) availability of County funds, (iii) Project design efficiencies, and/or (iv) other new information.

Section 2. Project Management.

- (a) The County shall be responsible for managing development of the Project.
- (b) The County Project Manager will use best management practices to help ensure timely and satisfactory completion of the Project, including performing construction administration services, assuring the project scope is accurately defined and adhered to; identifying and planning for all obstacles to the completion of the project; planning and conducting design and preconstruction conferences; monitoring and reporting on the design and construction schedules and budgets; monitoring and reporting on the design and construction quality; providing prior notice of major items of work during construction, otherwise coordinating among the Parties and other persons and entities involved in the Project on an ongoing basis; and generally ensuring that the Project is satisfactorily completed on time and within budget (collectively, "**Project Manager Services**").
- (c) Upon request, the Association shall assist the County with initiating utility relocations or adjustments required to complete the Project. The County may use the funds provided by the Association as provided in Section 5, below, to pay for the costs of utility relocations or adjustments if the utility owner is not legally obligated to bear the cost of such relocations or adjustments.

Section 3. Project Engineering Services.

- (a) The County shall be responsible for completing the project design and construction documents including all necessary engineering, surveying, geotechnical investigations, and utility relocation coordination for the Project.

(c) Engineering services and deliverables required to complete the Project with the required Project Design Features, include, but are not limited to:

- (i) completed specific work product documents for review;
- (ii) final bid-ready plan sets and project manual with specifications ("**Final Plans and Specifications**");
- (iii) geotechnical investigations;
- (iv) engineer's opinion of construction costs and project schedule;
- (v) record drawings (as-builts) for the final project within thirty (30) working days after completion of the construction of the Project;
- (vi) all required permits to start and complete Project;
- (vii) required tracts' schematic, and parcel drawings and right-of-way strip map for right of way and easement acquisitions;
- (viii) utility location and relocation planning and coordination;
- (ix) survey services with electronic and soft copy of survey on NAD 83 or as determined by the County;
- (x) drainage analysis;
- (xi) design calculations;
- (xii) electronic copy of above deliverables, where applicable (all drawings and e-files must be in a format compatible with County CADD applications and text documents must be in Microsoft Word format);
- (xiii) complete project file within thirty (30) working days after completion of the construction of the Project; and
- (xv) any other service or any other deliverable necessary to complete the Project with the required Project Design Features, taking into consideration the customary requirements for projects of a similar nature as the Project or special requirements based on any unique aspects of the Project (collectively, "**Engineering Services and Deliverables**").

(d) All Engineering Services and Deliverables shall meet customary professional standards applicable to the service or deliverable for the Project, based on the Project's nature, location, and participants, and are subject to approval by the County based on compliance with this Agreement, cost effectiveness, sound engineering principles and practices, and applicable legal requirements. All Engineering Services and Deliverables are the property of the County.

Section 4. Designated Representatives.

(a) The County and the Association each designate the individual specified below ("**Designated Representative**") to represent them and to act on their behalf with respect to the subject matter of this Agreement. Each Designated Representative will have authority to determine and interpret the policies and exercise the discretion of the Party it represents, and a Party may rely on the decisions and representations made by the other Party's Designated Representative with respect to the subject matter of this Agreement, except as

provided by Section 11(d), below. Each Designated Representative may further designate other representatives to transmit instructions and receive information on the Designated Representative's behalf.

County: Joe Gieselman (or successor), Executive Manager,
Transportation and Natural Resources Department

Association: Janell Marcy, President,
Crosswind Property Owners' Association, Inc.

- (b) The Association will require its agents to report regularly to, and to cooperate and coordinate with, the County's Designated Representative. Each Party will require its Designated Representative and agents to cooperate and coordinate with one another, including, but not limited to, meeting with and/or reporting information to one another regarding any aspect of the Project, either at regular intervals or at other times determined by the County, and reviewing and commenting in a timely manner on work products associated with the Project.

Section 5 Financial Obligations:

- (a) The County agrees to pay all engineering and surveying costs. The County agrees to pay all construction costs, and costs in Section 6(b) up to a not-to-exceed amount of Two Hundred Seventy Five Thousand dollars (\$275,000.00). To fulfill County Project requirements and help the County in meeting payment obligations for construction costs and the costs in Section 6(b), the Association agrees to provide 30% of the not-to-exceed amount, which is Eighty Two Thousand, Five Hundred dollars (\$82,500.00), and the County agrees to provide 70% of the not-to-exceed amount, which is One Hundred Ninety Two Thousand, Five Hundred dollars (\$192,500.00). The Association shall provide its \$82,500.00 to the County in cash. The Association funds shall be used by the County at its discretion to pay for construction costs of the Project and the costs in Section 6(b).
- (b) The County shall place the Association's funds into an account established for the Project and manage the disbursement of the funds in accordance with County accounting standards.
- (c) The County shall return to the Association any unused Association funds within thirty days of completing a final accounting of the Project costs.
- (d) The County shall apply the \$10,000 posted with the Escrow Agreement dated March 18, 2003, plus all accrued interest thereon, to the Association funds required under Section 5(a) of this Participation Agreement. Therefore, the amount of additional funds required by the Association will be \$82,500 less the \$10,000 and less the accrued interest on the \$10,000.

Section 6. Real Property Interests.

- (a) The Project shall be constructed in public rights-of-way and/or easements ("**Real Property Interests**") conveyed to the County, or to another public entity acceptable to the County with a right of entry or license to allow construction of the Project.
- (b) Any additional right-of-way or easements required for drainage, slope stability, or to provide minimum sight distances shall, to the extent that the Association has the ability to so, be dedicated to satisfy design conditions. The Association shall convey to the County by separate instruments the Real Property Interests owned or controlled by the Association for such additional right-of-way or easements. Upon request, the Association shall assist the County with acquiring the Real Property Interests from the owners of property not owned or controlled by the Association. All right-of-way and easements required to complete the Project are to be conveyed to the County at no cost; however, the County shall provide at its cost surveying and sealed metes and bounds descriptions of any additionally required right-of-way or easements. The County shall use the funds provided by the Association to pay closing costs, costs of document preparation and filing, title insurance premiums, title curative work, and other such costs reasonably associated with acquisition. In no event shall the County or the Association have any obligation to pay compensation to the land owner for additional right-of-way or easements.
- (c) The Association shall cause the Real Property Interests owned or controlled by the Association to be conveyed free of all liens, encumbrances, and title defects unacceptable to the County in its reasonable discretion, by deeds or other separate instruments acceptable to the County in its reasonable discretion.
- (d) The County shall not bid the construction contract for the Project until all right-of-way and easements required for the Project have been acquired by the County. If the County is unable to acquire the Real Property Interests not owned or controlled by the Association by February 1, 2009, the County may terminate this Agreement by written notice to Association. The County shall have no obligation to pay or reimburse the Association for any amount of its funds used under this Agreement pursuant to Section 6(b) if the Agreement is terminated pursuant to this subsection (d), but shall refund the balance of the Association's funds.

Section 7. Construction Contract Procurement.

- (a) The County shall solicit bids for a contract to construct the Project using the standard competitive bidding requirements of the County.
- (b) If the bid determined by the County to be the lowest responsive and responsible bid exceeds Two Hundred Seventy Five Thousand dollars (\$275,000.00) (the "**Agreed Limit**") for construction of the Project, the County may reject all bids as

excessive and solicit bids a second time. If bids are rejected as excessive, the County may at its discretion modify the Final Plans and Specifications employing value engineering principles in a manner designed to secure a lower bid, while still meeting applicable standards without impairing the functionality of the Project or violating sound engineering principles or practices or applicable legal requirements. Based on the modified Final Plans and Specifications, the County shall repeat the bid solicitation in an effort to secure a lower acceptable bid. If the second bid solicitation fails to produce an acceptable bid not exceeding the Agreed Limit, the County may repeat the bid solicitation and value engineering process until an acceptable bid is received, or it may mutually agree with the Association to downscope the Project, or it may choose to delay the Project as needed to obtain additional funding to pay one hundred percent (100%) of the amount by which the lowest responsive and responsible bid exceeds the Agreed Limit. The Association at its sole discretion may increase its not-to-exceed amount specified in Section 5(a) to assist the County with paying any bid amount above the Agreed Limit. If within thirty (30) days after receipt of bids exceeding the Agreed Limit, the Parties have not mutually agreed to re-bid after further value engineering or downsampling, or to increase their respective funding amounts, either of the Parties may elect to terminate this Agreement without further recourse. Any deadline in this Agreement affected by a value engineering or downsampling and rebidding process or by the time taken to obtain additional funds shall be extended by the amount of time required for that process.

Section 8 Construction of the Project

- (a) Before the applicable date in subsection (c) for beginning construction of the Project, the Association will:
 - (i) cause to be conveyed to the County by separate instruments the Real Property Interests owned or controlled by the Association for additional right-of-way or easements that the County determines are needed for the roadway project.
 - (ii) deposit with the County the Association's cash cost-share amount.
- (b) Before the applicable date in subsection (c) for beginning construction of the Project, the County will:
 - (i) present to the County Commissioners Court for approval the construction contract and a recommendation to accept the Project on to the County maintained roadway system.
 - (ii) encumber the funds required to pay for the construction of the Project.
- (c) Subject to force majeure events and satisfaction of all conditions in this Agreement, construction shall commence on or before April 1, 2009 (the "**Construction Start Date**"), unless otherwise agreed in writing by the Association and the Executive Director of the County Transportation and Natural

Resources Department. If the County does not have sufficient funds for its obligation, the County's obligation is suspended until the County has sufficient funds. Subject to force majeure events and satisfaction of all conditions in this Agreement, the County shall cause the Project to be complete by December 31, 2009. The roads referred to in this agreement shall become the obligation of the County to maintain upon the awarding of a construction contract as contemplated herein. If the County's obligation is suspended pursuant to this subsection (c) after the construction contract has been awarded, the County shall have no obligation to refund any Association funds. If the obligation is suspended before the construction contract has been awarded, Association funds may be kept in escrow for one year, and shall be refunded to the Association at the end of said one-year period if the County's obligation is still suspended, and may be utilized as contemplated herein if the suspension ends within said one-year period.

- (d) Any modifications that would materially change the Final Plans and Specifications or the amount of the Construction Contract will be subject to the County's approval. If the County determines that, based on cost effectiveness, sound engineering principles and practices, or applicable legal requirements, it is not possible to complete the Project as described in Section 1 without modifications to the approved Final Plans and Specifications or the amount of the Construction Contract, the County will cause to be prepared any required changes to the Final Plans and Specifications and any required change orders to the Construction Contract.

Section 9 County Inspection. The County shall observe and inspect all work done and materials furnished at times and places using procedures determined by the County.

Section 10 Liability. The construction contractor shall be required to provide workers compensation insurance and general liability insurance in the form and amounts acceptable to the County in its sole discretion.

Section 11 Miscellaneous.

- (a) Any notice given hereunder by any Party to another must be in writing and may be effected by personal delivery or by certified mail, return receipt requested, when mailed to the appropriate Party's Designated Representative, at the addresses specified with copies as noted below:

County: Joe Gieselman (or successor)
Executive Manager, TNR
P.O. Box 1748
Austin, Texas 78767

David Escamilla (or successor)
Travis County Attorney
P.O. Box 1748
Austin, Texas 78767
Attn: File No. 163.2101

Association: Janell Marcy (or successor)
President, Crosswind Property Owners' Association, Inc.
527 Crosswind Drive, Austin, TX 78669

Connie Heyer (or successor)
Niemann & Niemann, L.L.P., Attorneys at Law
1122 Colorado Street, Suite 313, Austin, Texas 78701

The Parties may change their respective addresses for purposes of notice by giving at least five days written notice of the new address to the other Party. If any date or any period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period will be extended to the next business day.

- (b) As used in this Agreement, whenever the context so indicates, the masculine, feminine, or neuter gender and the singular or plural number will each be deemed to include the others.
- (c) This Agreement contains the complete and entire Agreement between the Parties respecting the Project, and supersedes all prior negotiations, agreements, representations, and understandings, if any, between the Parties. This Agreement may not be modified, discharged, or changed except by a further written agreement, duly executed by the Parties.
- (d) No official, representative, agent, or employee of the County has any authority to modify this Agreement, except pursuant to such express authority as may be granted by the Commissioners Court of the County.
- (e) The Parties agree to execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the purposes of this Agreement.
- (f) If performance by any Party of any obligation under this Agreement is interrupted or delayed by reason of unforeseeable event beyond its control, whether such event is an act of God or the common enemy, or the result of war, riot, civil commotion,

sovereign conduct other than acts of the County or City under this Agreement, or the act of conduct of any person or persons not a party or privy hereto, then such Party will be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

- (g) Before attempting to terminate this Agreement for default, the Party alleging the default shall notify the other Party in writing of the nature of and the means of curing the default. No Party may terminate this Agreement without providing the defaulting Party a reasonable amount of time to cure the default. The Parties acknowledge that in the event of default on any obligation under this Agreement, remedies at law will be inadequate and that, in addition to any other remedy at law or in equity, each Party will be entitled to seek specific performance of this Agreement.
- (h) This Agreement will be construed under the laws of the State of Texas and all obligations of the Parties hereunder are performable in Travis County, Texas. Any suits pursued relating to this Agreement will be filed in a court of Travis County, Texas.
- (i) Any clause, sentence, provision, paragraph, or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective will not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof will be confined to the clause, sentence, provision, paragraph, or article so held to be invalid, illegal, or ineffective.
- (j) Except as otherwise expressly provided herein, nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.
- (k) This Agreement is effective upon execution by the Parties. This Agreement may be executed simultaneously in one or several counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. The terms of this Agreement will become binding upon each Party from and after the time that it executes a copy hereof. In like manner, from and after the time it executes a consent or other document authorized or required by the terms of this Agreement, such consent or other document will be binding upon such Party.
- (l) When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or someone appointed by a Court having jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of equal dignity.

COUNTY:

Samuel T. Biscoe, County Judge

Date: _____

ASSOCIATION:

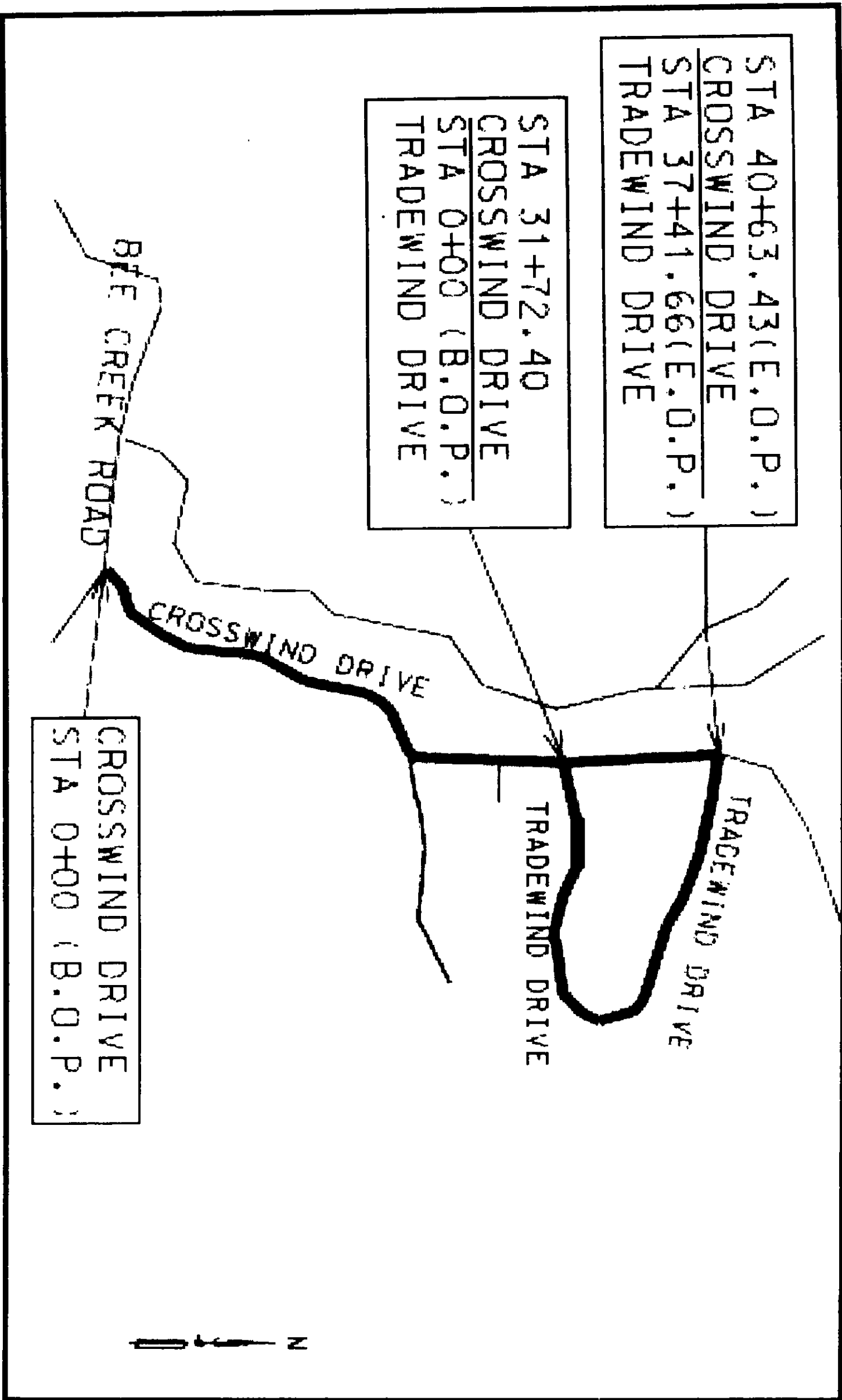
By: Janell Marcy, Crosswind Property Owners Association
Board President
Janell Marcy, President

Date: 5/21/08

EXHIBIT A

Section 2. – Survey and Design of the Project

- (a) Owners shall deliver to County \$10,000.00 to cover the costs associated with the engineering design of the Project. The fee will be deposited in an interest bearing account through Travis County TNR Financial Services.
- (b) County will design the Project in accordance with Chapter 84 of the Unaccepted Substandard Roadway Specifications.
- (c) The County will conduct a full survey of the Project.
- (d) Following completion of the survey for the Project, the County will provide field notes and parcel sketches to Owners for all required right-of-way and easements needed from individual property owners to construct the Project.
- (e) The County will provide a full set of right-of-way, engineering and construction plans to the Owners, so that they may then hire a construction contractor to perform the Project improvements as specified and outlined in the construction and engineering plans provided by the County.
- (f) At Owner's sole discretion, Owner may seek County construction of the Project under the County's Unaccepted Roadway Program. However, both Parties agree and acknowledge that at the time of execution of this Agreement, the County's Unaccepted Roadway Program does not have sufficient funds for engineering design or construction of the Project, and may never have sufficient funds for such design or construction in the future.



LOCATION MAP
N.T.S.

EXHIBIT B

Travis County Commissioners Court Agenda Request

Voting Session 6/03/08
(Date)

Work Session _____
(Date)

I. A. Request made by: Joseph P. Gieselman Phone # 854-9383
Executive Manager, TNR

B. Requested Text: **Consider and take appropriate action on the approval of acceptance of dedication of street and drainage facilities for Presidential Meadows Sections 1, 2, 3, and 4, and a License Agreement for Presidential Meadows Section 1, four subdivisions in Precinct 1.**

C. Approved by: _____
Commissioner Ron Davis, Precinct One

II. A. Is backup material attached*: Yes X No _____

*Any backup material to be presented to the court must be submitted with this Agenda Request (original and 8 copies).

B. Have the agencies affected by this request been invited to attend the Work Session?

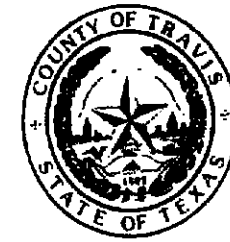
Yes X No _____ Please list those contacted and their phone numbers:

- | | |
|---------------------------|------------------------------|
| Donald W. Ward - 854-9383 | Anna Bowlin - 854-9383 |
| David Greear - 854-9383 | Gayla Dembkowski - 854-9383 |
| Howard Herrin - 854-9383 | Scott Lambert - 854-9383 |
| | Lucious Henderson - 854-9114 |

III. Required Authorizations: Please check if applicable:

- _____ Planning and Budget Office (854-9106)
- _____ Additional funding for any department or for any purpose
- _____ Transfer of existing funds within or between any line item budget
- _____ Grant
- _____ Human Resources Department (854-9165)
- _____ A change in your department's personnel (reclassifications, etc.)
- _____ Purchasing Office (854-9700)
- _____ Bid, Purchase Contract, Request for Proposal, Procurement
- _____ County Attorney's Office (854-9415)
- _____ Contract, Agreement, Policy & Procedure

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



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
(512) 473-9383
FAX (512) 708-4649

MEMORANDUM

DATE: May 23, 2008

TO: Members of the Commissioners' Court

THROUGH: Joseph P. Gieselman, TNR Executive Manager

FROM: Donald W. Ward, P.E., Division Director, Road Maintenance, Bridge and Fleet

SUBJECT: **A. Acceptance of dedication of Presidential Meadows Sections 1, 2, 3, and 4**
B. License Agreement for Presidential Meadows Section 1

A. Summary and TNR Staff Recommendation: Acceptance of dedication of Presidential Meadows Sections 1, 2, 3, and 4.

Sections 1 and 2 were recorded July 19, 2004. Sections 3 and 4 were recorded March 7, 2006. These subdivisions have been inspected for conformance with approved plans and specifications as listed. There are no items on the punch lists to be corrected. The stop signs, for all four sections have been approved under Chapter 251 of the Texas Transportation Code.

Section 1 is accessed from U.S. Hwy. 290 east. The other three sections are accessed from Section 1. This action will add 3.36 miles to the Travis County road system. TNR staff recommends approval of the proposed motion.

Budgetary and Fiscal Impacts:

There are no budgetary impacts. All fiscal posted will be released, except for any un-constructed residential sidewalks.

Issues and Opportunities:

All of the sidewalks in this subdivision were constructed to Texas Accessibility Standards (TAS). However there is one non compliant handicap curb ramp at the Presidential Meadows Elementary School site. A representative of the Manor school has stated that he will have his contractor repair the non compliant ramp.

Exhibits:

Approval of Construction
List of streets
Requirements
Registered Accessibility letter
Attached maps

May 23, 2008

Page 2

B. Summary and Staff Recommendation: License Agreement with the Presidential Meadows Homeowners Association, Inc.

The applicant requests to enter into a license agreement, which will cover improvements in the right-of-way of George Bush Street within Presidential Meadows Section 1. The covered improvements do not reduce sight distance conditions or place unacceptable hazards in the clear recovery zone. TNR staff recommends approval of the proposed motion.

Budgetary and Fiscal Impacts:

A Letter of Credit in the amount of \$10,120.00 has been submitted as security for the licensed property that is described in the attached License Agreement.

Issues and Opportunities:

In regards to the proposed License Agreement, "...the ASSOCIATION agrees to and shall indemnify, defend and hold harmless the COUNTY and its officers, agents and employees against all claims, suits, demands, judgments, expenses, including attorney's fees, or other liability for personal injury, death, or damage to any person or property, which arises from or is in any manner connected to or caused in whole or in part by the ASSOCIATION's construction, maintenance or use of the Licensed Property." The Steiner Ranch Master Association, Inc. (the "ASSOCIATION") has provided insurance that adds Travis County as an additional insured for the improvements as described in the attached Agreement. We do not foresee any opposition to this action.

Required Authorizations:

The License Agreement is the approved form included in the Appendix of our Standards book – Exhibit 82.701A.

Exhibits:

License Agreement & Exhibit

DV:DWW:dv

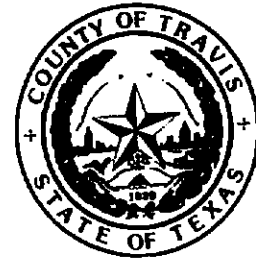
1105 Presidential Meadows Sec 1

1105 Presidential Meadows Sec 2

1105 Presidential Meadows Sec 3

1105 Presidential Meadows Sec 4

1102 Presidential Meadows License Agreement



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

APPROVAL OF CONSTRUCTION

DATE: February 26 2008

TO: Developer

Engineer

Mr. Ed Wendler, Jr.
SVWW Manor Limited Partnership
210 Barton Springs Road #500
Austin, TX 78704

Gray-Jansing & Associates, Inc.
8217 Shoal Creek Blvd. #200
Austin, TX 78757
Ph: 452-0371
Fx: 454-9933

SUBJECT: Presidential Meadows Section 1 and Section 2


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

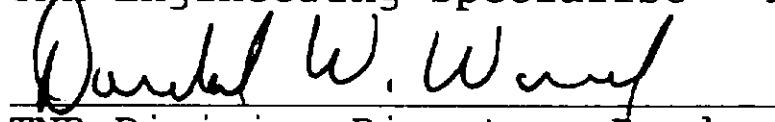
OTHER REMARKS:

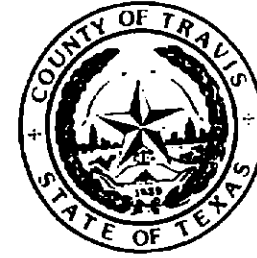
License Agreement

BY:

 05-08-08
TNR Construction Inspector - Lucious Henderson


TNR Engineering Specialist - Darla Vasterling


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



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

APPROVAL OF CONSTRUCTION

DATE: February 26, 2008

TO: Developer

Engineer

Mr. Ed Wendler, Jr.
SVWW Manor Limited Partnership
210 Barton Springs Road #500
Austin, TX 78704


Gray-Jansing & Associates, Inc.
8217 Shoal Creek Blvd. #200
Austin, TX 78757
Ph: 452-0371
Fx: 454-9933

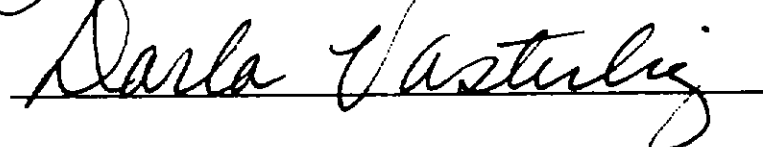
SUBJECT: Presidential Meadows Section 3 and Section 4


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

OTHER REMARKS:

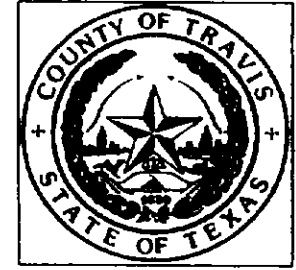
BY:

 05-08-08
TNR Construction Inspector - Lucious Henderson


TNR Engineering Specialist - Darla Vasterling


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

ACCEPTANCE OF DEDICATION OF STREETS AND DRAINAGE



SUBDIVISION
Mapsco No. 530K

Presidential Meadows Section 1

Pct.# 1
Atlas No. L-11

RECORDED AT DOC#200400207 IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY 7/19/2004

SUBDIVISION CONTAINS 8 STREETS AS LISTED BELOW:

#	STREET NAME	FROM - TO	L.F.	MILES	ROW	TYPE OF WIDTH OF CURB &	
						PVMNT	PVMNT GUTTER
1	George Bush Street	US Hwy. 290 E. to 53.40' N of NW cor Lot 35 Blk I	2021	0.38	100-70'	HMAC	45-37'F-F Yes
2	George Bush Court	George Bush Street to end of 60'R cul-de-sac	165	0.03	50'	HMAC	30'F-F Yes
3	William Harrison Street	George Bush Street to John Tyler Street	1116	0.21	50'	HMAC	30'F-F Yes
4	William Harrison Court	William Harrison Street to end of 60'R cul-de-sac	153	0.03	50'	HMAC	30'F-F Yes
5	John Tyler Street	George Bush Street to William Harrison Street	738	0.14	50'	HMAC	30'F-F Yes
6	James Polk Street	George Bush Street to end of 60'R cul-de-sac	509	0.10	50'	HMAC	30'F-F Yes
7	Dwight Eisenhower Street	George Bush Street to NW cor Lot 1 Blk A	698	0.13	50'	HMAC	30'F-F Yes
8	Dwight Eisenhower Court	Dwight Eisenhower Street to end of 60'R cul-de-si	171	0.03	50'	HMAC	30'F-F Yes
9							
10							
11							
12							
			5571				

THE TOTAL NUMBER OF LOTS IN THIS SUBDIVISION - **94**

N/A ADDITIONAL LOTS SOLD FOR DEVELOPMENT

CONSTRUCTION OF STREETS AND DRAINAGE EXCEEDS MINIMUM COUNTY STANDARD FOR STREETS NUMBERED **1-8**

IT IS RECOMMENDED THAT MAINTENANCE OF STREETS NUMBERED 1-8 TOTALIN **1.06** MILES BE ACCEPTED BY THE TRAVIS COUNTY COMMISSIONERS' COURT IN PRECINCT 1.

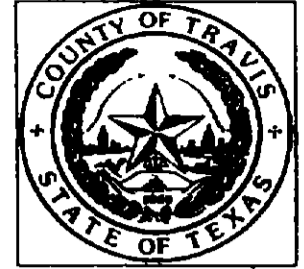
3-Jun-08
 DATE

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

Donald W. Ward, P. E.
 Division Director, Road, Bridge, and Fleet
 TRANSPORTATION AND ENGINEERING SERVICES

APPROVED BY COMMISSIONERS' COURT DATE

ACCEPTANCE OF DEDICATION OF STREETS AND DRAINAGE



SUBDIVISION
Mapsco No. 530K

Presidential Meadows Section 2

Pct.# 1
Atlas No. L-11

RECORDED AT DOC#200400208 IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY 7/19/2004

SUBDIVISION CONTAINS 7 STREETS AS LISTED BELOW:

#	STREET NAME	FROM - TO	L.F.	MILES	ROW	TYPE OF WIDTH OF CURB &		
						PVMNT	PVMNT	GUTTER
1	George Bush Street	Sec 1 to NW cor Lot 2 Blk AG	675	0.13	70'	HMAC	37'F-F	Yes
2	Thomas Jefferson Street	George Bush Street to NE cor Lot 39 Blk O	288	0.05	50'	HMAC	30'F-F	Yes
3	Theodore Roosevelt Street	James Madison Street to NW cor Lot 73 Blk O	426	0.08	50'	HMAC	30'F-F	Yes
4	James Madison Street	Theodore Roosevelt Street to Abraham Lincoln St	884	0.17	50'	HMAC	30'F-F	Yes
5	Abraham Lincoln Street	James Madison Street to NW cor Lot 16 Blk P	101	0.02	50'	HMAC	30'F-F	Yes
6	James Monroe Street	James Madison Street to White House Street	778	0.15	50'	HMAC	30'F-F	Yes
7	White House Street	James Monroe Street to James Monroe Street	1058	0.20	50'	HMAC	30'F-F	Yes
8								
9								
10								
11								
12								
			4210					

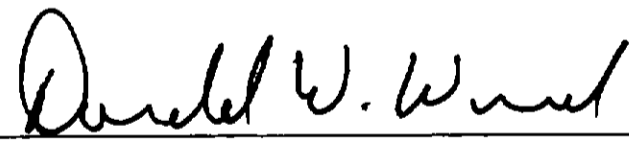
THE TOTAL NUMBER OF LOTS IN THIS SUBDIVISION - 109

N/A ADDITIONAL LOTS SOLD FOR DEVELOPMENT

CONSTRUCTION OF STREETS AND DRAINAGE EXCEEDS MINIMUM COUNTY STANDARD FOR STREETS NUMBERED 1-7

IT IS RECOMMENDED THAT MAINTENANCE OF STREETS NUMBERED 1-7 TOTAL IN 0.80 MILES BE ACCEPTED BY THE TRAVIS COUNTY COMMISSIONERS' COURT IN PRECINCT 1.

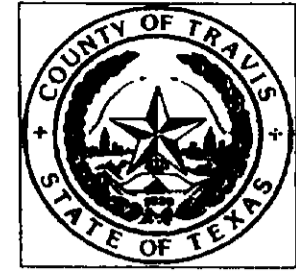
3-Jun-08
 DATE


 Donald W. Ward, P. E.
 Division Director, Road, Bridge, and Fleet
 TRANSPORTATION AND ENGINEERING SERVICES

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

APPROVED BY COMMISSIONERS' COURT DATE

ACCEPTANCE OF DEDICATION OF STREETS AND DRAINAGE



SUBDIVISION
Mapsco No. 530G

Presidential Meadows Section 3

Pct.# 1
Atlas No. L-11

RECORDED AT DOC#200600066 IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY 3/07/2006

SUBDIVISION CONTAINS 5 STREETS AS LISTED BELOW:

#	STREET NAME	FROM - TO	L.F.	MILES	ROW	TYPE OF WIDTH OF CURB &		
						PVMNT	PVMNT	GUTTER
1	George Bush Street		550	0.10	70'	HMAC	37'F-F	Yes
2	Dwight Eisenhower Street		731	0.14	50'	HMAC	30'F-F	Yes
3	Theodore Roosevelt Street		548	0.10	50'	HMAC	30'F-F	Yes
4	John Adams Street		540	0.10	50'	HMAC	30'F-F	Yes
5	Thomas Jefferson Street		439	0.08	50'	HMAC	30'F-F	Yes
6								
7								
8								
9								
10								
11								
12								
			2808					

THE TOTAL NUMBER OF LOTS IN THIS SUBDIVISION - 84

N/A ADDITIONAL LOTS SOLD FOR DEVELOPMENT

CONSTRUCTION OF STREETS AND DRAINAGE EXCEEDS MINIMUM COUNTY STANDARD FOR STREETS NUMBERED 1-5

IT IS RECOMMENDED THAT MAINTENANCE OF STREETS NUMBERED 1-5 TOTAL IN **0.53** MILES BE ACCEPTED BY THE TRAVIS COUNTY COMMISSIONERS' COURT IN PRECINCT 1.

3-Jun-08

DATE

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

Donald W. Ward, P. E.
 Division Director, Road, Bridge, and Fleet
 TRANSPORTATION AND ENGINEERING SERVICES

APPROVED BY COMMISSIONERS' COURT DATE

ACCEPTANCE OF DEDICATION OF STREETS AND DRAINAGE



SUBDIVISION
Mapsco No. 530F

Presidential Meadows Section 4

Pct.# 1
Atlas No. L-11

RECORDED AT DOC#200600067 IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY 3/07/2006

SUBDIVISION CONTAINS 9 STREETS AS LISTED BELOW:

STREET NAME	FROM - TO	L.F.	MILES	ROW	TYPE OF WIDTH OF CURB &		
					PVMNT	PVMNT	GUTTER
Thomas Jefferson Street	George Bush Street to James Garfield Street	105	0.02	50'	HMAC	30'F-F	Yes
James Garfield Street	Rutherford B. Hayes Street to NW cor Lot 2 Blk M	603	0.11	50'	HMAC	30'F-F	Yes
Rutherford B. Hayes Street	James Garfield Street to Lyndon B. Johnson St.	1855	0.35	50'	HMAC	30'F-F	Yes
Gerald Ford Street	Rutherford B. Hayes Street to NW cor Lot 46 Blk I	95	0.02	50'	HMAC	30'F-F	Yes
Ulysses S. Grant Street	Rutherford B. Hayes Street to NW cor Lot 74 Blk I	90	0.02	50'	HMAC	30'F-F	Yes
Dwight Eisenhower Street	130' s of Rutherford B. Hayes Street to NW cor Lot 1	239	0.05	50'	HMAC	30'F-F	Yes
Richard Nixon Street	Rutherford B. Hayes Street to end of cul-de-sac	659	0.12	50'	HMAC	30'F-F	Yes
John F. Kennedy Street	Rutherford B. Hayes Street to end of cul-de-sac	690	0.13	50'	HMAC	30'F-F	Yes
Lyndon B. Johnson Street	Rutherford B. Hayes Street to end of cul-de-sac	782	0.15	50'	HMAC	30'F-F	Yes
				5118			

E TOTAL NUMBER OF LOTS IN THIS SUBDIVISION - **114**

N/A ADDITIONAL LOTS SOLD FOR DEVELOPMENT

CONSTRUCTION OF STREETS AND DRAINAGE EXCEEDS MINIMUM COUNTY STANDARD FOR STREETS NUMBERED **1-9**

IT IS RECOMMENDED THAT MAINTENANCE OF STREETS NUMBERED **1-9** TOTALING **0.97** MILES BE ACCEPTED BY THE TRAVIS COUNTY COMMISSIONERS' COURT IN PRECINCT **1**.

3-Jun-08
DATE

Donald W. Ward, P. E.
Division Director, Road, Bridge, and Fleet
TRANSPORTATION AND ENGINEERING SERVICES

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UPP = UNPAVED, PIT RUN
UPS = UNPAVED, SELECT

APPROVED BY COMMISSIONERS' COURT DATE



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

Presidential Meadows Sections 1 & 2

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

- 10/29/04 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, signed by COA inspector. § 82.604(c)(1)
- 8/8/05 3. Contractor's (signed) invoice or receipt of payment for work completed. §82.401(c)(1)(B)
- 10/29/04 4. Reproducible Plans, certified as "Record Drawings", by the Owner's Consulting Engineer [§ 82.604(c)(3)] including a Signage and Striping Plan [§82.303(c)] and accompanying Stop Sign Warrant sheet for each sign.
have
- NEED 5. Performance Period Fiscal for 10% of the actual construction cost of street and if any SW drainage construction plus fiscal for residential sidewalks, if applicable. If bond, it not comp 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), § 82.401(8)
- 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)
- 8/08/05 7. A letter from Texas Department of Licensing and Regulation approving subdivision construction (when sidewalks are required per plat and when the total construction costs of sidewalks exceed \$50,000.00 or when a variance is required). Plan approval required at time of Approval of Construction. Substantial compliance (inspection approval), including residential sidewalks, required at time of street acceptance for maintenance. § 82.202(q)(2), § 82.301 (13)
- 5/22/08 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 common area sidewalks and traffic control devices shown on the approved traffic control plan). § 82.401(c)(1)(C) **Road Maintenance will have to approve const. before recommending acceptance to Commissioners Court.**
- OK 9. Approval of other agencies - cities, if in their ETJ; Municipal or other Utility Districts.
- HAVE 10. License Agreement



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

Presidential Meadows Sections 3 & 4

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

- 4/28/06 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, signed by COA inspector. § 82.604(c)(1)
- 4/28/06 3. Contractor's (signed) invoice or receipt of payment for work completed. §82.401(c)(1)(B)
- 4/28/06 4. Reproducible Plans, certified as "Record Drawings", by the Owner's Consulting Engineer [§ 82.604(c)(3)] including a Signage and Striping Plan [§82.303(c)] and accompanying Stop Sign Warrant sheet for each sign.
- Reduce BOND 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), § 82.401(8)
- 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)
- 12/11/07 7. A letter from Texas Department of Licensing and Regulation (or a **Registered Accessibility Specialist**) approving subdivision construction (when sidewalks are required per plat and when the total construction costs of sidewalks exceed \$50,000.00 or when a variance is required). Plan approval required at time of Conditional Acceptance of Streets. Substantial compliance (inspection approval), including residential sidewalks, required at time of street acceptance for maintenance or reduction of fiscal. § 82.202(q)(2), § 82.301 (13)
- 5/22/08 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 common area sidewalks and traffic control devices shown on the approved traffic control plan). § 82.401(c)(1)(C) **Road Maintenance will have to approve const. before recommending acceptance to Commissioners Court.**
- OK 9. Approval of other agencies - cities, **if in their ETJ; Municipal or other Utility Districts.**

THESE SECTIONS CANNOT BE ACCEPTED UNTIL SECTION 1 & 2 ARE COMPLETED

STATE OF TEXAS
ARCHITECTURAL BARRIERS
NOTICE OF SUBSTANTIAL COMPLIANCE
EABPRJA500026
PRESIDENTIAL MEADOWS SECTION ONE & TWO

**US 290 & BOIS D'ARC IN
MANOR, TEXAS**

AUGUST 03, 2005

Issued this day by

TEXAS DEPARTMENT OF LICENSING AND REGULATION

Gary Okyares

Gary Okyares, Architectural Barriers Program Manager

William H. Kuntz, Jr.

William H. Kuntz, Jr., Executive Director

The Texas Accessibility Standards have been certified by the U.S. Department of Justice as meeting or exceeding the new construction and alterations requirements of Title III of the Americans with Disabilities Act.



DesignGroup

Accessibility Consultants

December 5, 2007

Mr. Herb Edmonson, Jr.
SVWW Manor Limited Partnership
c/o Gray ♦ Jansing & Associates, Inc.
8217 Shoal Creek Blvd., Suite 200
Austin, Texas 78757-7592

Re: **Presidential Meadows:**
Water, Wastewater, Street, & Drainage Improvements
Presidential Meadows Subdivision, Section Three & Four
Pflugerville, Travis County 78653

ENTASIS No.: 07.181

Project Inspected on 12-04-2007

INSPECTION COMPLETED - NO VIOLATIONS

Dear Mr. Edmonson:

We are pleased to inform you that the referenced facility has been inspected and found to be in substantial compliance with provisions of the Texas Government Code, Chapter 469.

The inspection results will be forwarded to the Texas Department of Licensing and Regulation for issuance of the final approval letter. For newly constructed buildings and facilities, the Department will provide a Notice of Substantial Compliance (Certificate and Decal) to the owner upon receipt of a completed Notice of Substantial Compliance Request Form.

Please note, this determination does not address the requirements of the Americans with Disabilities Act (ADA), (P.L.101-336), or any other state, local, or federal requirements. For information on the ADA, please contact the United States Department of Justice, Civil Rights Division at (202) 514-0301.

If you have any questions concerning the results of the inspection, or the requirements of the Architectural Barriers Act, or if you are not the owner of record of this facility, contact David McQueen (TDLR RAS No. 41) at (512) 291-3246.

Please reference the ENTASIS project number in all future correspondence pertaining to this project.

xc: ENTASIS File: 07.181

The review of documents as contract documents and field inspections by this Registered Accessibility Specialist (RAS) of the Texas Department of Licensing and Regulation (TDLR), Austin, Texas is based on a best efforts endeavor following instruction and registration by TDLR. Plan review and inspection in no way warrants complete compliance with the Texas Accessibility Standards. The business, the professional, his employees, and client for whom the review or inspection is made agrees to hold harmless and indemnify this RAS and TDLR from and against any liability arising from performance of the work.

RALPH RITCHIE RD

Presidential Meadows Section 4

Presidential Meadows Section 3

LYNDON B JOHNSON ST

JOHN F KENNEDY ST

RUTHERFORD B HAYES ST

JAMES GARFIELD ST

GEORGE BUSH ST

JOHN ADAMS ST

THOMAS JEFFERSON ST

CANOPY LN

OPSAIL DR

LANT ST

MAX DR

Manor ISD

DWIGHT D EISENHOWER ST

GEORGE BUSH CT

JOHN TYLER ST

JAMES MONROE ST

Presidential Meadows

Section 2

WILLIAM HARRISON ST

WHITE HOUSE ST

Presidential Meadows Section 1

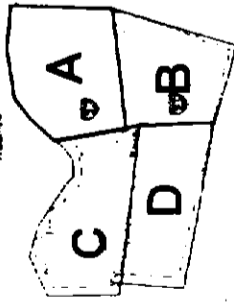
E US 290 HWY

STRONG AV

CEDER ST

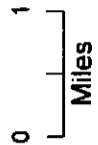
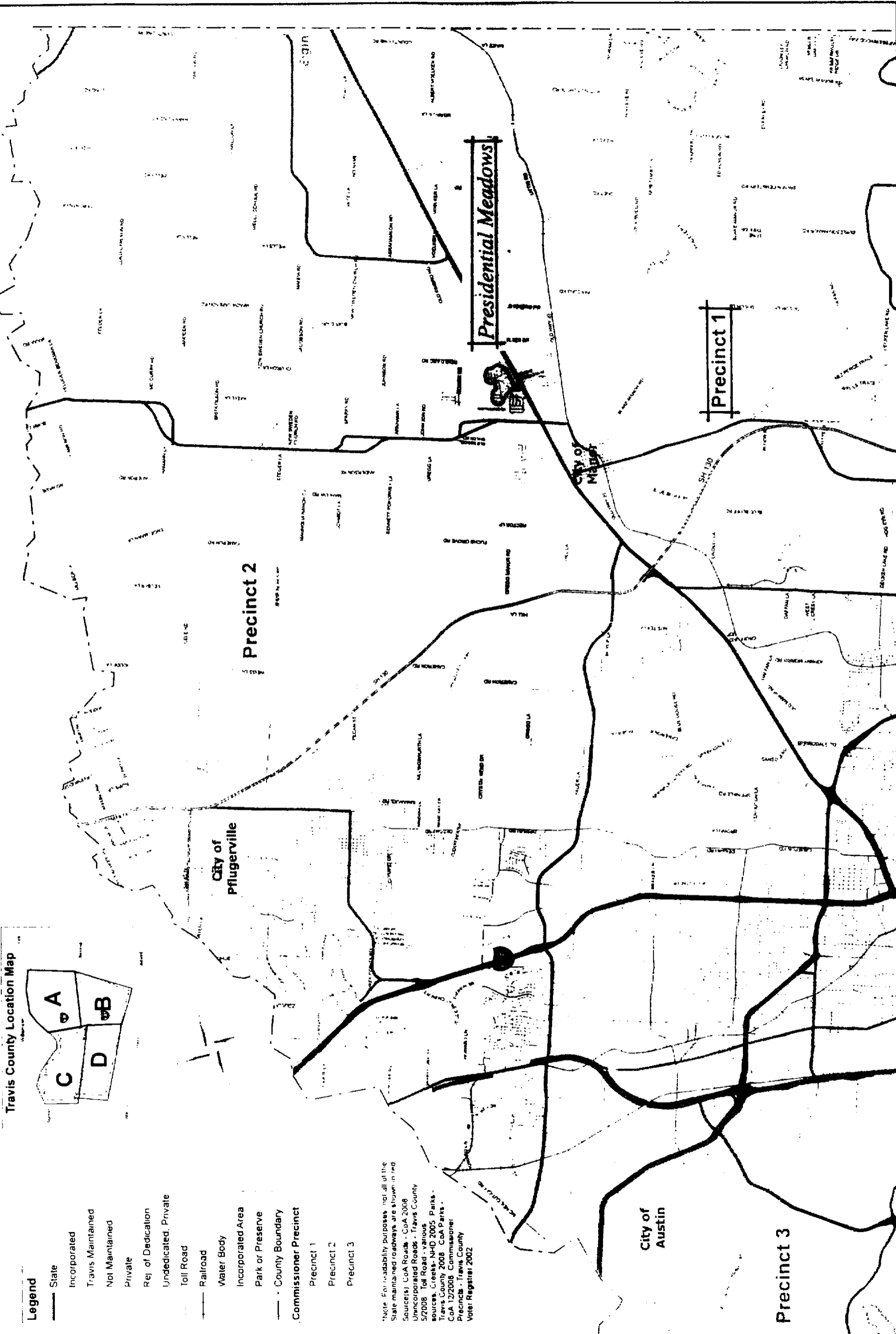
BOIS D ARC RD

Travis County Location Map



- Legend**
- State
 - Incorporated
 - Travis Maintained
 - Not Maintained
 - Private
 - Rel. of Dedication
 - Undedicated, Private
 - Toll Road
 - Railroad
 - Water Body
 - Incorporated Area
 - Park or Preserve
 - County Boundary
 - Commissioner Precinct
 - Precinct 1
 - Precinct 2
 - Precinct 3

*Note: For readability purposes, not all of the State maintained roadways are shown on this map. Sources: CoA Roads - CoA 2008
 Unincorporated Roads - Travis County 5/2008
 Toll Road - various sources, Creeks - NHD 2005
 Parks - Travis County 2008
 CoA Parks - CoA 12/2008
 Commissioner Precincts - Travis County Voter Registrar 2002



Map Prepared by Travis County
 Dept. of Transportation & Natural Resources
 Date: 5/8/2008
 http://www.co.travis.tx.us/maps

Travis County Roadways, Map A

Text Scale
 1 inch equals 1 002 miles
 1 inch equals 5 292 feet

Map Disclaimer: This map was created for the Travis County Sign Crew for identifying Travis County's maintained roadways. The data is provided as is with no warranties of any kind. For questions contact the Travis County GIS Coordinator at (512) 855-3193.

LICENSE AGREEMENT

STATE OF TEXAS

§

COUNTY OF TRAVIS

§

§

This Agreement is made and entered into by and between Travis County, Texas, (the "COUNTY") and the Presidential Meadows Owners Association, Inc. (the "ASSOCIATION"), hereinafter collectively referred to as the "Parties", for the purposes and consideration described herein.

WITNESSETH:

WHEREAS, the COUNTY has accepted the dedication of the roads in Presidential Meadows Section 1 and Section 3, two subdivisions located in Travis County, being more particularly described in certain plats recorded at Doc# 200400207 and Doc# 200600066 of the Official Public Records of Travis County, Texas) (the "Subdivision"); and

WHEREAS, the ASSOCIATION plans to install, pay expenses, and maintain certain landscaping and improvements in portions of the right-of-way of George Bush Street in the Subdivisions; and

WHEREAS, the landscaping and improvements include, but are not limited to, signs, columns, irrigation system, lighting, trees, planting beds, and decorative grasses (the "Improvements") within portions of the right-of-way of the Subdivision roads, which are not intended or used for vehicular traffic; and

WHEREAS, the area of the right-of-way within which the Improvements are to be installed and/or maintained (the "Licensed Property") is described in the Exhibit "A", which is attached hereto and incorporated herein for all purposes;

NOW, THEREFORE, the COUNTY and the ASSOCIATION agree as follows:

I. Grant

Subject to the conditions in this Agreement and to the extent of the right, title and interest of the COUNTY in and to the Licensed Property and without any express or implied warranties, the COUNTY grants to the ASSOCIATION permission to use the Licensed Property to construct, maintain and repair the Improvements existing in the Licensed Property as of the date of this Agreement.

II. Consideration

The COUNTY and the ASSOCIATION each acknowledge the receipt and sufficiency of good and valuable consideration for the execution of this Agreement, including but not limited to the following:

1. The beautification to be afforded to the community by the Improvements; and
2. The agreement by the ASSOCIATION to provide the below-specified insurance and indemnification in favor of the COUNTY.

III. County's Rights to Licensed Property

A. This Agreement is expressly subject and subordinate to the present and future right of the COUNTY, its successors, assigns, lessees, grantees, and licensees, to construct, install, establish, maintain, use, operate, and renew any public utility facilities, franchised public facilities, roadways or streets on, beneath or above the surface of the Licensed Property. The COUNTY shall take reasonable measures to prevent damage to any Improvements on the Licensed Property, however, any damage to or destruction of the ASSOCIATION's property by the COUNTY in the exercise of the above-described rights shall be at no charge, cost, claim or liability to the COUNTY, its agents, contractors, officers or employees. Nothing in this Agreement shall be construed to limit in any way the power of the COUNTY to widen, alter or improve the Licensed Property pursuant to official action by the governing body of the COUNTY or its successors; provided, however, that the COUNTY shall provide the ASSOCIATION with at least thirty (30) days prior written notice of any such contemplated action.

B. NOTWITHSTANDING ANY PROVISIONS IN THIS AGREEMENT TO THE CONTRARY, THE COUNTY RETAINS THE RIGHT TO ENTER UPON THE LICENSED PROPERTY, AT ANY TIME AND WITHOUT NOTICE, ASSUMING NO OBLIGATION TO THE ASSOCIATION, TO REMOVE ANY OF THE IMPROVEMENTS OR ALTERATIONS THEREOF, WHENEVER SUCH REMOVAL IS DEEMED NECESSARY FOR: (A) EXERCISING THE COUNTY'S RIGHTS OR DUTIES WITH RESPECT TO THE LICENSED PROPERTY; (B) PROTECTING PERSONS OR PROPERTY; OR (C) THE PUBLIC HEALTH OR SAFETY WITH RESPECT TO THE LICENSED PROPERTY.

IV. Insurance

A. The ASSOCIATION shall, at its sole expense, provide extended public liability insurance coverage, written by a company acceptable to the County, licensed to do business in Texas, in the amounts of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) per occurrence and ONE MILLION DOLLARS (\$1,000,000.00) in the aggregate for property damage and personal injury and death, which coverage may be provided in the form of a rider and/or endorsement to a previously existing insurance policy. Such insurance coverage shall specifically name the COUNTY OF TRAVIS as co-insured or as an additional insured. This insurance coverage shall cover all perils arising out or connected in any way to the activities of the ASSOCIATION, its officers, employees, agents or contractors, relative to this Agreement. The ASSOCIATION shall be responsible for any deductibles stated in the policy. A true copy of each instrument affecting such additional coverage shall be delivered to the COUNTY'S Executive Manager of Transportation & Natural Resources Department within twenty-one (21) days of the effective date of this Agreement.

B. The ASSOCIATION shall not cause any insurance to be canceled nor permit any insurance to lapse. All insurance certificates shall include a clause to the effect that the policy shall not be canceled, reduced, restricted or otherwise limited until thirty (30) days after the COUNTY has received written notice as evidenced by a return receipt of registered or certified mail.

V. Indemnification

To the extent permitted by Texas law, the ASSOCIATION agrees to and shall indemnify, defend and hold harmless the COUNTY and its officers, agents and employees against all claims, suits, demands, judgments, expenses, including attorney's fees, or other liability for personal injury, death, or damage to any person or property, which arises from or is in any manner connected to or caused in whole or in part by the ASSOCIATION's construction, maintenance or use of the Licensed Property. This indemnification provision, however, shall not apply to any claims, suits, damages, costs, losses or expenses (i) for which the COUNTY shall have been compensated by insurance provided under Paragraph IV, above, or (ii) arising solely from the negligent or willful acts of the COUNTY, provided that for the purposes of the foregoing, the COUNTY'S act of entering into this Agreement shall not be deemed to be a "negligent or willful act".

VI. Conditions

A. Compliance with Regulations. The ASSOCIATION agrees that all construction, maintenance and repair permitted by this Agreement shall be done in compliance with all applicable City, County, State and/or Federal policies, traffic, building, health and safety ordinances, laws and regulations.

B. ASSOCIATION's Responsibilities. The ASSOCIATION will be responsible for any damage to or relocation of existing facilities required by the construction of the improvements. Further, the ASSOCIATION shall reimburse the COUNTY for all reasonable costs incurred by the COUNTY in replacing or repairing any property of the COUNTY or of others which was damaged or destroyed as a result of activities under this Agreement by or on behalf of the ASSOCIATION.

C. Maintenance. The ASSOCIATION shall maintain the Licensed Property by keeping the area free of debris and litter. The removal of dead, or dying, plants shall also be handled by the ASSOCIATION at its expense.

D. Removal or Modification. The ASSOCIATION agrees that removal or modification of any improvements now existing or to be later replaced shall be at the ASSOCIATION's sole discretion, except where otherwise provided by this Agreement. This Agreement, until its expiration or revocation, shall run as a covenant on the land on the above-described real property, and the terms and conditions of this Agreement shall be binding on any successors and assigns in interest to the ASSOCIATION or the COUNTY. A written memorandum of this agreement shall be filed in the Real Property Records of Travis County, Texas.

E. **Security Deposit.** The ASSOCIATION shall provide the COUNTY with cash in a cashier's check in the amount of TEN THOUSAND, ONE HUNDRED TWENTY AND NO/100 DOLLARS (\$ 10,120.00). Cash provided to the COUNTY will be deposited with the County Treasurer and interest, on the amount, will be paid to the ASSOCIATION, on an annual basis upon the receipt by the Treasurer of a letter requesting such interest. The only condition to a draft on the cash security shall be a letter from the Travis County Judge indicating that the ASSOCIATION has not fulfilled its obligations under this Agreement and that the COUNTY has incurred or will incur expenses with regard to the Improvements located on, upon or in the Licensed Property.

F. **Default.** In the event that the ASSOCIATION fails to maintain the Licensed Property, then the COUNTY shall give the ASSOCIATION written notice thereof by registered or certified mail, return receipt requested, to the addresses set forth below. The ASSOCIATION shall have thirty (30) days from the date of receipt of such notice to take action to remedy the failure complained of and, if the ASSOCIATION does not satisfactorily remedy the same within the thirty (30) day period, the COUNTY may, at the COUNTY'S option, perform the work or contract for the completion of the work. In addition, the ASSOCIATION agrees to pay, within thirty (30) days of written demand by the COUNTY, all reasonable costs and expenses incurred by the COUNTY in completing the work.

VII. Commencement; Termination by Abandonment

This Agreement shall begin on the date of full execution and continue thereafter for so long as the Licensed Property shall be used for the purposes set forth herein, unless terminated under other provisions of this Agreement. If the ASSOCIATION abandons the use of all or any part of the Licensed Property for such purposes set forth in this Agreement, then this Agreement, as to such portion or portions abandoned, shall expire and terminate following thirty (30) days written notice by the COUNTY to the ASSOCIATION, if such abandonment has not been remedied by the ASSOCIATION within such period. The COUNTY shall thereafter have the same title to the Licensed Property so abandoned as though this Agreement had never been made and shall have the right to enter on the Licensed Property and terminate the rights of the ASSOCIATION, its successors and assigns hereunder. All installations of the ASSOCIATION not removed shall be deemed property of the COUNTY as of the time abandoned.

VIII. Termination

A. **Termination by the ASSOCIATION.** This Agreement may be terminated by the ASSOCIATION by delivering written notice of termination to the COUNTY not later than thirty (30) days before the effective date of termination. If the ASSOCIATION so terminates, then it may remove installations that it made from the Licensed Property within the thirty (30) day notice period. Any installations not removed within said period are agreed to be the property of the COUNTY.

B. **Termination by County.** This Agreement may be revoked at any time by the COUNTY, if such revocation is reasonably required by the public interest, after providing at least thirty (30) days prior written notice to the ASSOCIATION. Subject to prior

written notification to the ASSOCIATION or its successors in interest, this Agreement is revocable by the COUNTY if:

1. The Improvements, or a portion of them, interfere with the COUNTY'S use of the Licensed Property;
2. Use of the Licensed Property becomes necessary for a public purpose;
3. The Improvements, or a portion of them, constitute a danger to the public, which the COUNTY deems not to be remediable by alteration or maintenance of such Improvements;
4. Despite thirty (30) days written notice to the ASSOCIATION, maintenance or alteration necessary to alleviate a danger to the public has not been made; or
5. The ASSOCIATION fails to comply with the terms and conditions of this Agreement, including, but not limited to, the insurance requirements specified herein.

If the ASSOCIATION abandons or fails to maintain the Licensed Property, and the COUNTY receives no substantive response within thirty (30) days following written notification to the ASSOCIATION, then this Agreement shall terminate and the COUNTY may remove and/or replace all Improvements or a portion thereof and collect from ASSOCIATION the COUNTY'S actual expenses incurred in connection therewith.

IX. Eminent Domain

If eminent domain is exerted on the Licensed Property by paramount authority, then the COUNTY will, to the extent permitted by law, cooperate with the ASSOCIATION to effect the relocation of the ASSOCIATION's affected installations at the ASSOCIATION's sole expense. The ASSOCIATION shall be entitled to retain all monies paid by the condemning authority for its installations taken, if any.

X. Interpretation

In the event of any dispute over its meaning or application, this Agreement shall be interpreted fairly and reasonably and neither more strongly for or against either party.

XI. Application of Law

This Agreement shall be governed by the laws of the State of Texas. If the final judgment of a court of competent jurisdiction invalidates any part of this Agreement, then the remaining parts shall be enforced, to the extent possible, consistent with the intent of the Parties as evidenced by this Agreement.

XII. Venue

TO THE EXTENT ALLOWED BY TEXAS LAW, IT IS AGREED THAT VENUE FOR ALL LAWSUITS CONCERNING THIS AGREEMENT WILL BE IN TRAVIS COUNTY, TEXAS. THIS AGREEMENT CONCERNS REAL PROPERTY LOCATED IN TRAVIS COUNTY, TEXAS, AND IS WHOLLY PERFORMABLE IN TRAVIS COUNTY.

XIII. Covenant Running with Land

This License Agreement and all of the covenants herein shall run with the land; therefore, the conditions set forth herein shall inure to and bind each party's successors and assigns.

XIV. Assignment

The ASSOCIATION shall not assign, sublet or transfer its interest in this Agreement without the written consent of the COUNTY. If such consent is granted, it shall then be the duty of the ASSOCIATION, its successors and assigns, to give prompt written notice to the COUNTY of any assignment or transfer of any of the ASSOCIATION's rights in this Agreement, giving name, date, address and contact person.

XV. Notice

Any notice and/or statement, required or permitted hereunder, shall be deemed to be given and delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses or at such other addresses specified by written notice delivered in accordance herewith:

ASSOCIATION:

**Presidential Meadows Owner's Association
C/O Goodwin Management Inc.
11149 Research Blvd.
Suite 100
Austin, Texas 78759-5227
512-502-7043**

COUNTY:

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

COPY TO:

Joseph Gieselman, Executive Manager (or successor)
Travis County Transportation and Natural Resources Dept.
P.O. Box 1748
Austin, Texas 78767

COPY TO:

Honorable David A. Escamilla (or successor)
Travis County Attorney
P.O. Box 1748
Austin, Texas 78767
Attn: File No. 83. _____

XVI. Annexation by the City

A. If the total area within the Licensed Property is annexed for full purposes by the City of Austin or other incorporated municipality (the "CITY"), then all references in this Agreement to "the COUNTY" shall be construed to mean "the CITY"; all references to "the Executive Manager of the COUNTY Transportation and Natural Resources Department" shall be construed to mean "the Director of the CITY Department of Public Works & Transportation"; all references to "the Commissioners Court" shall be construed to mean "the CITY Council". Any other references to COUNTY employees shall be construed to mean the analogous CITY employee or officer.

EXECUTED AS OF THE DATES SET FORTH BELOW:

TRAVIS COUNTY, TEXAS

By: _____
Samuel T. Biscoe, County Judge

Date: _____

ACKNOWLEDGEMENT

THE STATE OF TEXAS

§

§

COUNTY OF TRAVIS

§

This instrument was acknowledged before me on this the ___ day of _____, 2008, by Samuel T. Biscoe, County Judge of Travis County, Texas, a duly organized County and political subdivision of the State of Texas, on behalf of said County.

Notary Public in and for the State of Texas

Printed/Typed Name

My commission expires

TERMS AND CONDITIONS ACCEPTED, this the __ day of _____, 2008.

THE ASSOCIATION:

Presidential Meadows Owner's Association

By: Ed Wendler Jr.
signature

Name: Ed Wendler Jr.

Title: President

ACKNOWLEDGEMENT

THE STATE OF TEXAS

§
§
§

COUNTY OF TRAVIS

This instrument was acknowledged before me on this the 23rd day of May, 2008, by Ed Wendle as President of the Presidential Meadows, a Texas corporation, on behalf of said corporation. owner's Ass., Inc.



Jamie O. Schroeder
Notary Public in and for the State of Texas

Jamie O. Schroeder
Printed/Typed Name

June 8, 2011
My commission expires

ADDRESS OF ASSOCIATION:

Presidential Meadows Owners
C/O Goodwin Management
11149 Research Blvd. Suite 100
Austin, Texas 78759
512-502-7043

ASSOCIATION'S MANAGEMENT CO.

Goodwin Management, Inc.
11149 Research Blvd., Suite 100
Austin, Texas 78759-5227
Attn: Debra Johnson
512-502-7043

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID CH
PRESI-1

DATE (MM/DD/YYYY)
01/04/08

PRODUCER William Gammon Insurance 1615 Guadalupe Austin TX 78701 Phone: 512-477-6745	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Presidential Meadows Owners Association, Inc. 11149 Research Blvd., #100 Austin, TX 78759	INSURER A: Philadelphia Ins. Company	
	INSURER B: The Travelers	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	PHPK279623	12/03/07	12/03/08	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
						GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input type="checkbox"/> HIRED AUTOS					
		<input type="checkbox"/> NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
						AUTO ONLY AGG	\$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	\$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
							\$
		<input type="checkbox"/> DEDUCTIBLE					\$
		<input type="checkbox"/> RETENTION \$					\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS	OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E L EACH ACCIDENT	\$
		If yes, describe under SPECIAL PROVISIONS below				E L DISEASE - EA EMPLOYEE	\$
						E L DISEASE - POLICY LIMIT	\$
		OTHER					
A		Property Section	PHPK279623	12/03/07	12/03/08	Property	\$296,000
B		D&O	104975237	07/12/07	07/12/08	D&O	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate holder named as additional insured as required by written contract.

Email: Ed - ewdevco@msn.com

CERTIFICATE HOLDER

TRAVCOU

Travis County
314 W. 11th Street
Austin TX 78701

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Sandy Haire

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

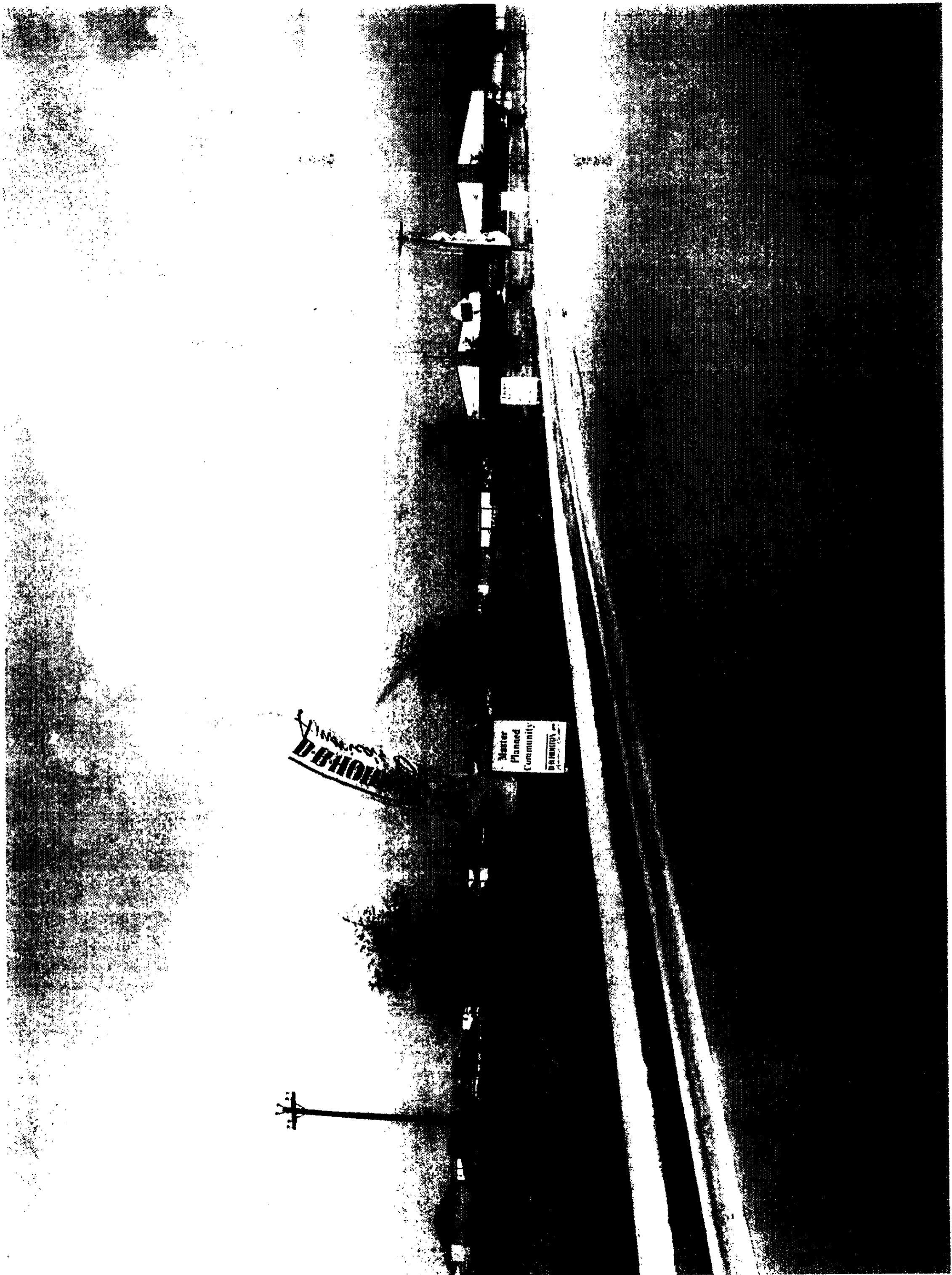
If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.









08 MAY 28 AM 9:29

Travis County Commissioners Court Agenda Request

Voting Session 06/03/08
(Date)

Work Session _____
(Date)

I. A. Request made by: Joseph P. Gieselman Phone # 854-9383
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

B. Requested Text:

Consider and take appropriate action on a plat for recording in Precinct Three: Reale Subdivision (Short form plat – 5 Lots – 16.000 acres – No Name Road – Parkland fees of \$342.00 paid to Travis County – Sewage service to be provided by On Site Septic System– City of Leander 2 mile ETJ).

C. Approved by:

Commissioner Gerald Daugherty, Precinct Three

II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (original and eight (8) copies of agenda request and backup).

B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request. Send a copy of the Agenda Request and backup to them:

AM Sarah C. Sumner: 854-7687 Gayla Dembkowski: 854-7563
Anna Bowlin: 854-7561 Dennis Wilson: 854-4217

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

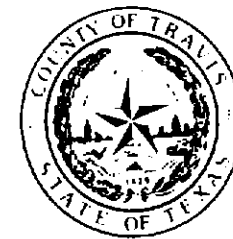
Purchasing Office (854-9700)

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

County Attorney's Office (854-9415)

- ___ Contract, Agreement, Policy & Procedure

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



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

MEMORANDUM

May 23, 2008

TO: Members of the Commissioners Court

THROUGH: Joseph P. Gieselman, Executive Manager

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

SUBJECT: Reale Subdivision, Precinct Three

PROPOSED MOTION:

Consider and take appropriate action on a plat for recording in Precinct Three: Reale Subdivision (Short form plat – 5 Lots – 16.000 acres – No Name Road – Parkland fees of \$342.00 paid to Travis County – Sewage service to be provided by On Site Septic System– City of Leander 2 mile ETJ).

SUMMARY AND STAFF RECOMMENDATION:

This subdivision consists of 5 total single family lots. No fiscal is required and parkland fees of \$342 have been paid to Travis County.

As this plat application meets all Travis County standards and has been approved by the City of Leander, TNR staff recommends approval of the plat.

ISSUES:

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

BUDGETARY AND FISCAL IMPACT:

None.

REQUIRED AUTHORIZATIONS:

None.

EXHIBITS:

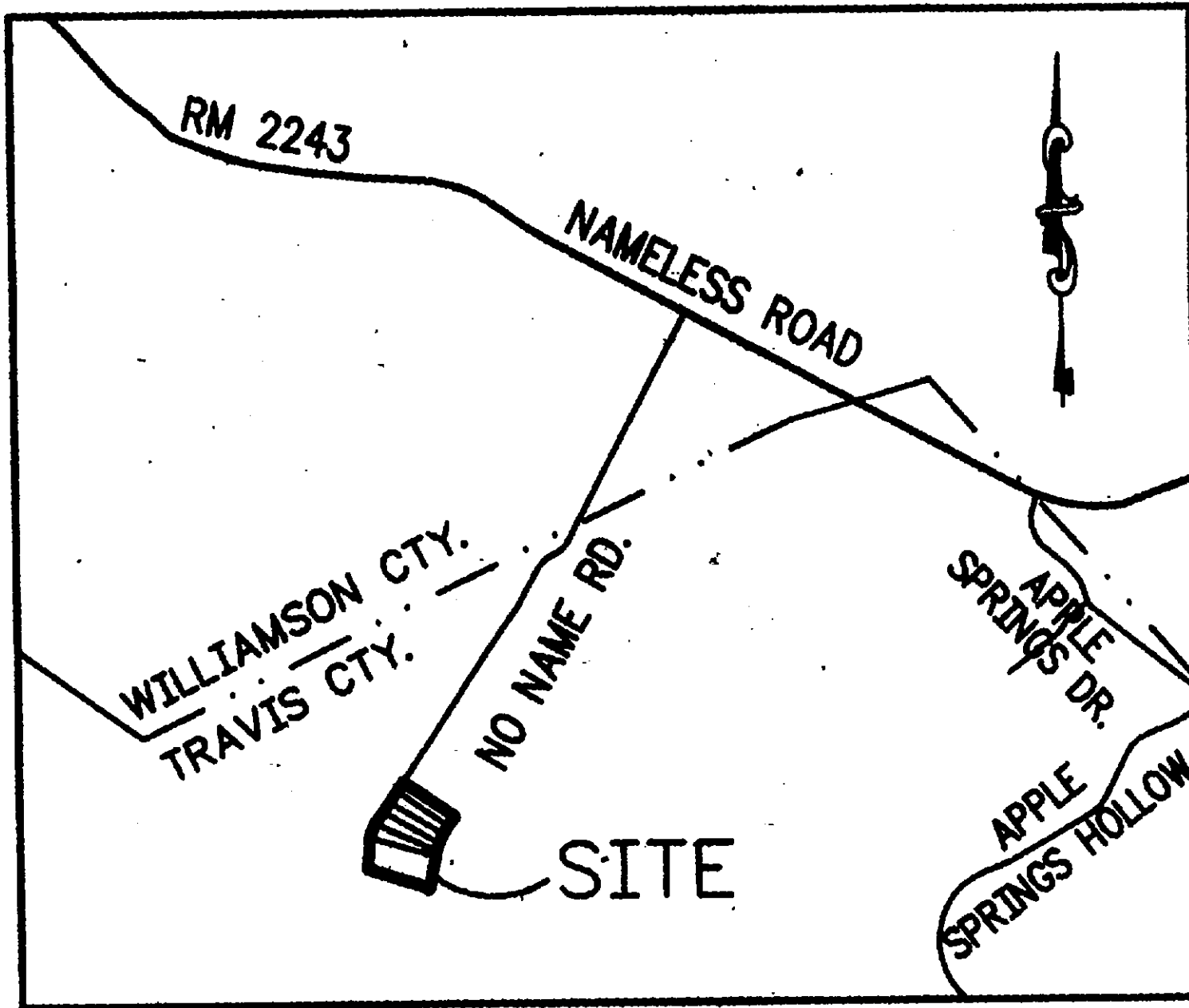
Location map

Final Plat

Precinct Map

SCS 0508

**Reale Subdivision
Location Map**



LOCATION MAP
(NOT TO SCALE)

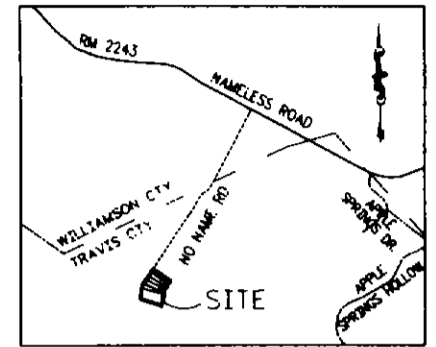
REALE SUBDIVISION

TRAVIS COUNTY, TEXAS

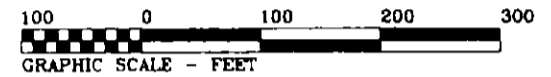
AUGUST 1, 2007

Joe P. & Joan M. Gladders
(Remaining Portion of 160 Ac.)
Vol. 3778, Pg. 1693
Vol. 12421, Pg. 1610

Kerry D. Sweazed
(2139 Acres)
Vol. 9135, Pg. 896



LOCATION MAP
(NOT TO SCALE)



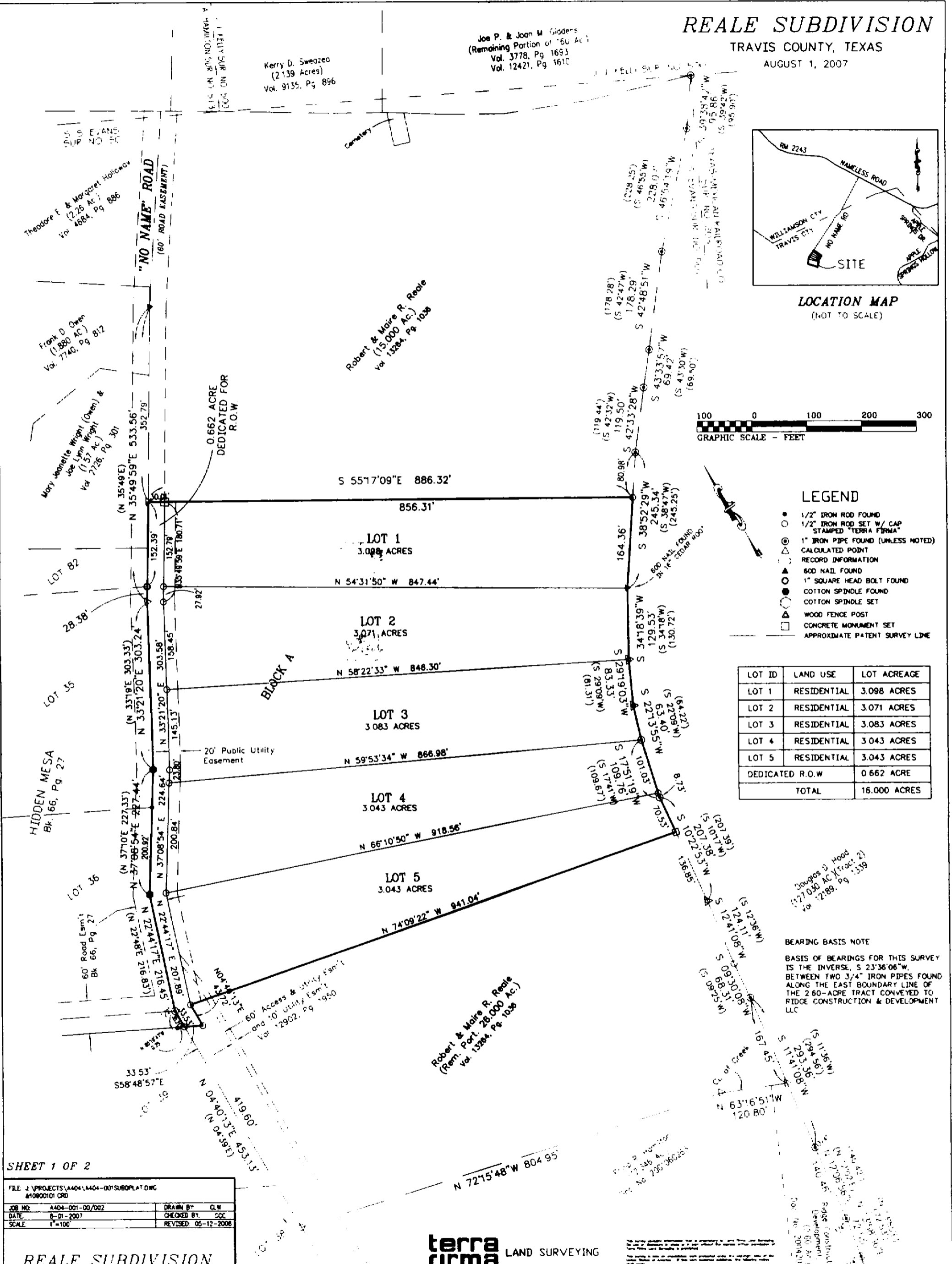
LEGEND

- 1/2" IRON ROD FOUND
- 1/2" IRON ROD SET W/ CAP STAMPED "TERRA FIRMA"
- 1" IRON PIPE FOUND (UNLESS NOTED)
- CALCULATED POINT
- RECORD INFORMATION
- 60D NAIL FOUND
- 1" SQUARE HEAD BOLT FOUND
- COTTON SPINDLE FOUND
- COTTON SPINDLE SET
- WOOD FENCE POST
- CONCRETE MONUMENT SET
- APPROXIMATE PATENT SURVEY LINE

LOT ID	LAND USE	LOT ACREAGE
LOT 1	RESIDENTIAL	3.098 ACRES
LOT 2	RESIDENTIAL	3.071 ACRES
LOT 3	RESIDENTIAL	3.083 ACRES
LOT 4	RESIDENTIAL	3.043 ACRES
LOT 5	RESIDENTIAL	3.043 ACRES
DEDICATED R.O.W		0.662 ACRE
TOTAL		16.000 ACRES

BEARING BASIS NOTE

BASIS OF BEARINGS FOR THIS SURVEY IS THE INVERSE, S 23°36'06"W, BETWEEN TWO 3/4" IRON PIPES FOUND ALONG THE EAST BOUNDARY LINE OF THE 260-ACRE TRACT CONVEYED TO RIDGE CONSTRUCTION & DEVELOPMENT LLC



SHEET 1 OF 2

FILE: J:\PROJECTS\4404-001\SUBD\PLAT.DWG	DRAWN BY: CLW
#10900101 ORD	CHECKED BY: COC
JOB NO: 4404-001-00/002	REVISED: 06-12-2008
DATE: 8-01-2007	
SCALE: 1"=100'	

REALE SUBDIVISION

terra firma LAND SURVEYING

Precinct 3



RECEIVED
COUNTY JUDGE'S OFFICE

Travis County Commissioners Court Agenda Request

08 MAY 28 AM 9:29
Voting Session June 3, 2008

Work Session _____

I. A. Request made by: _____ Phone # 854-9434
Joseph P. Gieselman, TNR Executive Manager

B. Requested Text:

Consider and take appropriate action on request to hold a Public Meeting on Wednesday, June 18, 2008 for the purpose of informing the public of the status of the Travis County Drainage Study, and taking comments concerning its progress.

C. Approved by: _____
County Judge and Commissioners' Court

II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (Original and eight (8) copies of agenda request and backup).

B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request. Send a copy of this Agenda Request and backup to them:

- Joseph Gieselman, 854-9434
- Carol Joseph, 854-9418
- Anna Bowlin, 854-7561
- Don Ward, 854-9317
- Steve Schiewe, 854-7580

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (473-9106)

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

Human Resources Department (473-9165)

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

Purchasing Office (473-9700)

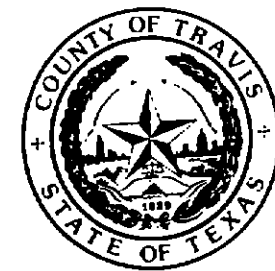
- _____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (473-9415)

- _____ Contract, Agreement, Policy & Procedure

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

(See reverse side for legal citation of Open Meetings Exceptions)



TRANSPORTATION AND NATURAL RESOURCES DEPARTMENT

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 W. 13th St.
Eleventh Floor
P.O. Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4697

Voting Session Agenda Item No. ____
June 3, 2008
Supplemental Information

DATE: May 23, 2008

MEMORANDUM

TO: Members of Commissioners Court

THROUGH: Joseph P. Gieselman, TNR Executive Manager

FROM: Donald W. Ward, P.E., TNR Road Maintenance & Fleet Services
Division Director

SUBJECT: Public Meeting for Travis County Drainage Study

Proposed Motion:

Consider and take appropriate action on request to hold a Public Meeting for the purpose of informing the public of the status of the Travis County Drainage Study, and taking comments concerning its progress.

Summary and Staff Recommendations:

TNR staff has worked with consultant HDR Engineering to identify flooding problems related to County transportation infrastructure. The preliminary phases have been completed and the identified problem areas have now been ranked according to such factors as impacts to emergency access, threat to habitable structures, and frequency of reported road closures.

TNR staff proposes to hold a public meeting on the evening of June 18, 2008 at the Travis County Road and Bridge Satellite 1 Office, to inform the public of the status of the study and to take comments concerning its progress.

Staff recommends approving this request to proceed with the public meeting, including public notices and media releases advertising it.

Budgetary and Fiscal Impacts:

The approved contract for this study includes costs associated with this public meeting.

Issues and Opportunities:

This project has been partially funded by a grant from the Texas Water Development Board. This meeting fulfills a condition of the grant to allow public comment on the status of the project.

Background:

Travis County has the responsibility to maintain an enormous system of roadways (over 1,200 miles) and bridge/culvert crossings. Over 72 miles of roads are within the 100-year floodplain, and many stream crossings in the County are prone to overtopping even during minor storm events. In addition, there are numerous older subdivisions that were created before County-required drainage standards existed, which periodically sustain flood damage.

Past flood protection projects have frequently been undertaken in response to specific rain events in very localized areas rather than planned on an overall watershed basis. This drainage study involves an assessment of flood prone areas on a watershed basis, identification of solutions, and an implementation plan to address the problem areas that pose the most significant risk to public health and safety and are the most economical on a benefit/cost basis.

The budget for this project is \$695,000. Of that total, \$500,000 was approved by the Commissioners' Court and \$195,000 funded by a grant from the Texas Water Development Board.

DWW/SLS:sls

Copy: Joe Gieselman
 Carol Joseph
 Anna Bowlin
 Steve Schiewe

RECEIVED
COUNTY JUDGE'S OFFICE

08 MAY 27 AM 9:48 Travis County Commissioners Court Agenda Request

Voting Session 6/3/08
(Date)

Work Session _____
(Date)

I. A. Request made by: Joseph P. Gieselman, TNR Phone # 854-9383
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

B. Requested Text:

Consider and take appropriate action on a proposed License Agreement for temporary access by Sendero Construction Services, Inc., to a construction area for development of improvements to property adjacent to a Travis County facility located at North Lamar Blvd. and West 10th Street in Precinct Two.

C. Approved by: _____
Commissioner Sarah Eckhardt, Precinct 2

II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (original and eight (8) copies of agenda request and backup).

B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request. Send a copy of the Agenda Request and backup to them:

<u>Joseph P. Gieselman, TNR</u>	<u>854-9383</u>	<u>Greg Chico, TNR</u>	<u>854-4659</u>
<u>Steve Manilla, P.E., TNR</u>	<u>854-9429</u>	<u>Mike Joyce, TNR</u>	<u>854-9383</u>
<u>Don Ward, P.E., TNR</u>	<u>854-9383</u>	<u>Donna Williams-Jones, TNR</u>	<u>854-9383</u>

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

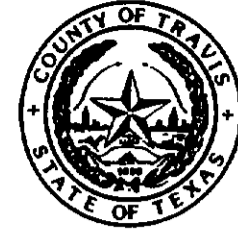
Purchasing Office (854-9700)

- Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

- Contract, Agreement, Policy & Procedure

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



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

COURT DATE: 6 / 3 / 08

EXECUTIVE SESSION

AGENDA ITEM #

MEMORANDUM

DATE: May 23, 2008

TO: Members of the Commissioners' Court

THROUGH: John Hille, Assistant County Attorney

FROM: Joseph P. Gieselman, Executive Manager

SUBJECT: Proposed sale of temporary easement / access rights

SUMMARY OF BRIEFING AND STAFF RECOMMENDATION

In February 2008, TNR was contacted by representatives of a developer / property owner regarding the temporary use of County-owned land at the western edge of the fueling and fleet maintenance facility located on the corner of West 10th Street and North Lamar Blvd. in Central Austin. The owner of the adjacent property to the west is due to begin construction of a condominium project within the next few weeks.

Initially, the representative (engineering & planning firm of Jones & Carter, Inc.) requested "free" use of the County land. The land area that the adjoining property owner wishes to use – for construction staging (scaffolding, crane positioning, etc.) is currently used by TNR fleet services, and contains 9 surface parking spaces. Repeated contact between the parties ensued between February and May – with varying easement / land sizes discussed and considered – from 6 to 25 feet in width, and 96.97 feet in length (Please see Exhibit "A"). Various proposals and options were submitted, modified, retracted, and re-submitted. Offered "rental" payment amounts ranged from \$8,610 to \$10,000.

Finally, in late May 2008, TNR reached a proposed agreement with the property owner and its contractor (Sendero Construction Services, Inc. / Mr. Fred Dalton) in which the neighbor would pay \$15,000 for use of the 1938.3 square feet of land for approximately 7 months (through February 1, 2009). Annualized, this equates to approximately \$13.00 per square foot, and is considered by TNR staff as an amount more than sufficient to cover any County expenses associated with the proposal, in addition to being at, or above, fair market value.

The proposed License Agreement for a Temporary Construction Area is attached as Exhibit "B". Due to the manner in which the parking spaces are presently used (on a non-constant basis), TNR Fleet Services can and will make alternate and temporary arrangements for parking of County fleet vehicles through January 2009.

As a gesture of goodwill to the constituent neighbor, and since the proposed remuneration to Travis County very adequately compensates the County and general public / taxpayers, TNR recommends that the Commissioners Court approve the proposed License Agreement.

FISCAL AND BUDGETARY IMPACT

The total compensation of the proposed agreement is \$15,000. No other direct financial considerations are associated with this proposed action.

ISSUES AND OPPORTUNITIES

TNR staff views this proposed sale of temporary access rights as appropriate, a wise utilization of a public asset yielding an excellent rate of return, an opportunity to assist a neighboring property owner, and clearly in the best interest of the general public.

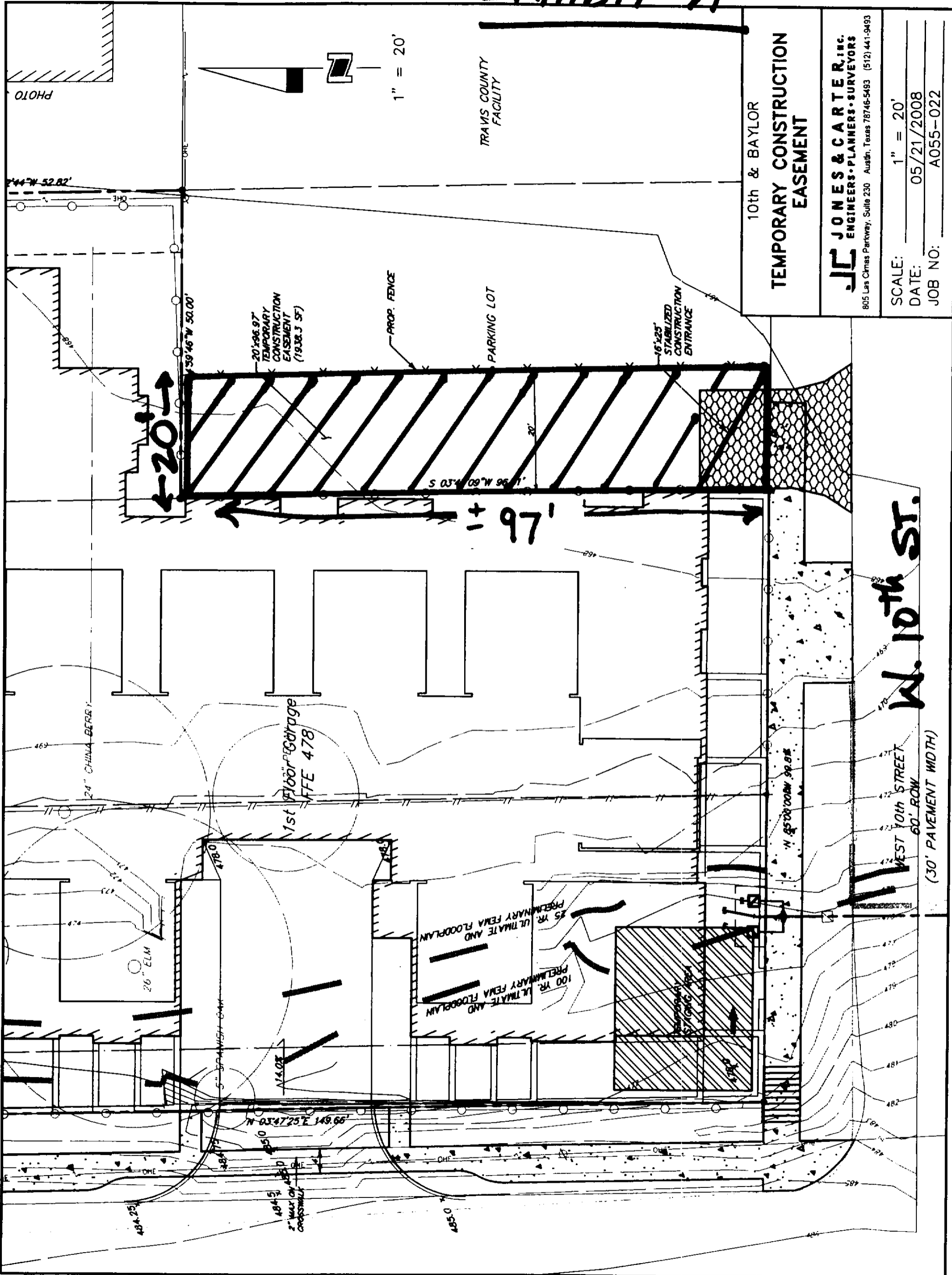
REQUIRED AUTHORIZATION County Attorney – Chris Gilmore

EXHIBITS (A) Sketch of proposed 20' x 96.97' access area (1,938.3 square feet)
(B) Proposed License Agreement (including sketch of easement area)

copy: Steve Manilla, P.E., Public Works Director
Don Ward, P.E., Division Director, Road, Bridge and Fleet Services
Mike Joyce, Fleet Services Manager
Greg Chico, Right-of-Way Manager
Lisa Dean, Right-of-Way Negotiator
Donna Williams-Jones, TNR, Senior Financial Analyst

JPG/gc

EXHIBIT "A"



10th & BAYLOR

TEMPORARY CONSTRUCTION EASEMENT

JC JONES & CARTER, INC.
 ENGINEERS • PLANNERS • SURVEYORS
 805 Las Cintas Parkway, Suite 230 Austin, Texas 78746-5493 (512) 441-9493

SCALE: 1" = 20'
 DATE: 05/21/2008
 JOB NO: A055-022

3.0 CONSIDERATION

In consideration for LICENSOR'S granting of this license to LICENSEE, LICENSEE agrees to pay LICENSOR Fifteen Thousand and NO / 100 Dollars (\$15,000.00) on or before execution of this License Agreement by LICENSOR.

4.0 ADDITIONAL CONSIDERATION AND SPECIAL CONDITIONS

- 4.1 No tree within the PROPERTY may be removed or disturbed by LICENSEE or its contractors without prior approval of the LICENSOR.
- 4.2 Vehicular access to and from the PROPERTY will be allowed and maintained at all times.
- 4.3 The PROPERTY will be restored by LICENSEE to substantially the same condition that existed prior to the construction activities.
- 4.4 Any existing fencing that is moved or disturbed within the PROPERTY will be restored, replaced, or rebuilt with a new fence, by LICENSEE, with said new fence to be of like kind or style, of the same or higher level of quality, and in the same location as existed prior to removal of existing fence.
- 4.5 Without in any way limiting the liability of LICENSEE or its obligations under this License Agreement, LICENSEE agrees to maintain during the term of this License Agreement Commercial General Liability Insurance with combined minimum bodily injury and property damage limits of \$600,000 per occurrence and \$1,000,000 in the aggregate, with LICENSOR named as an additional insured. LICENSEE has provided LICENSOR with a certificate from its carrier evidencing such insurance, which certificate is attached hereto as **Exhibit B** and made a part hereof.
- 4.6 LICENSEE shall be solely responsible for the costs and the securing of any permits required for use of the PROPERTY under this License Agreement.
- 4.7 LICENSEE shall not use the PROPERTY for any purpose other than that set forth herein.

5.0 TERM OF LICENSE

The license granted to herein shall terminate upon completion of the work within the Temporary Construction Area, but in no event later than February 1, 2009.

6.0 INDEMNIFICATION

LICENSEE AGREES TO AND SHALL INDEMNIFY, SAVE AND HOLD HARMLESS, AND DEFEND LICENSOR, ITS AGENTS, OFFICIALS AND EMPLOYEES FROM ANY AND ALL NEGLIGENCE, LIABILITY, LOSS, COSTS, CLAIMS, INCLUDING ATTORNEYS FEES, OR EXPENSES OF WHATEVER TYPE OR NATURE FOR PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE, ARISING IN WHOLE OR IN PART OUT OF ANY AND ALL ACTS OF COMMISSION OR OMISSION OF LICENSEE, ITS AGENTS OR EMPLOYEES, ARISING OUT OF IN CONNECTION WITH THIS LICENSE AGREEMENT OR LICENSEE'S USE OF THE PROPERTY FOR WHICH A CLAIM, INCLUDING ATTORNEYS FEES, DEMAND, SUIT OR OTHER ACTION IS MADE OR BROUGHT BY ANY PERSON, FIRM, CORPORATION, OR OTHER ENTITY AGAINST LICENSEE OR LICENSOR.

7.0 NON-ASSIGNMENT OF RIGHTS

LICENSEE may not assign this License Agreement or any portion or right thereof without the prior written consent of LICENSOR.

8.0 AMENDMENTS

This License Agreement may be amended only by written instrument signed by both LICENSOR and LICENSEE. IT IS EXPRESSLY ACKNOWLEDGED BY LICENSEE THAT NO OFFICER, AGENT, REPRESENTATIVE OR EMPLOYEE OF LICENSOR HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO MODIFY OR AMEND THE TERMS OF THIS LICENSE AGREEMENT UNLESS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY BY THE COMMISSIONERS COURT OF TRAVIS COUNTY.

9.0 NON-WAIVER AND RESERVATION OF RIGHTS

- 9.1 No act or omission by LICENSOR may constitute or be construed as a waiver of any breach or default of LICENSEE which then exists or may subsequently exist. The failure of either party to exercise any right or privilege granted in this License Agreement shall not be construed as a waiver of that right or privilege.
- 9.2 All rights of LICENSOR under this License Agreement are specifically reserved and any act or omission shall not impair or prejudice any remedy or right of LICENSOR under it. Any right or remedy stated in this License Agreement shall not preclude the exercise of any other right or remedy under

this License Agreement, at law or at equity, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

10.0 VENUE AND CHOICE OF LAW

The obligations and undertakings of each of the parties to this License Agreement are performable in Travis County, Texas, and this License Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any dispute arising out of this License Agreement will lie in the appropriate court of Travis County, Texas.

11.0 NOTICES

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

11.2 The address of LICENSEE for all purposes under this License Agreement shall be:

CRV AUSLAND URBAN, L.P., CYPRESS V GPREIT, L.L.C., GENERAL PARTNER, AND SENDERO CONSTRUCTION SERVICES, INC.

11.3 The address of LICENSOR for all purposes and all notices under this License Agreement shall be:

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

With copies to:

Joseph Gieselman, Executive Manager (or successor)
Travis County Transportation and Natural Resources Dept.
P.O. Box 1748

Austin, Texas 78767

And

Honorable David Escamilla (or successor)
Travis County Attorney
P.O. Box 1748
Austin, Texas 78767
Attn: File No. 163.1530

11.4 Each Party may change the address for notice to it by giving notice of the change in compliance with this Section.

12.0 MEDIATION

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

13.0 SEVERABILITY

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

14.0 ENTIRETY OF AGREEMENT

This License Agreement represents the sole, entire and integrated Agreement between LICENSOR and LICENSEE with respect to the subject matter herein and supersedes all prior negotiations, representatives, or agreements either oral or written.

IN WITNESS WHEREOF, LICENSOR and LICENSEE have duly executed this Agreement effective as of the later date set forth below (the "Effective Date").

LICENSOR: TRAVIS COUNTY, TEXAS

By: _____
Samuel T. Biscoe, County Judge

Date: _____

LICENSEE: CRV AUSLAND URBAN, L.P., CYPRESS V GPREIT, L.L.C., GENERAL PARTNER,

By: _____
Signature

Printed Name: _____

Title: _____

Date: _____

LICENSEE: SENDERO CONSTRUCTION SERVICES, INC.

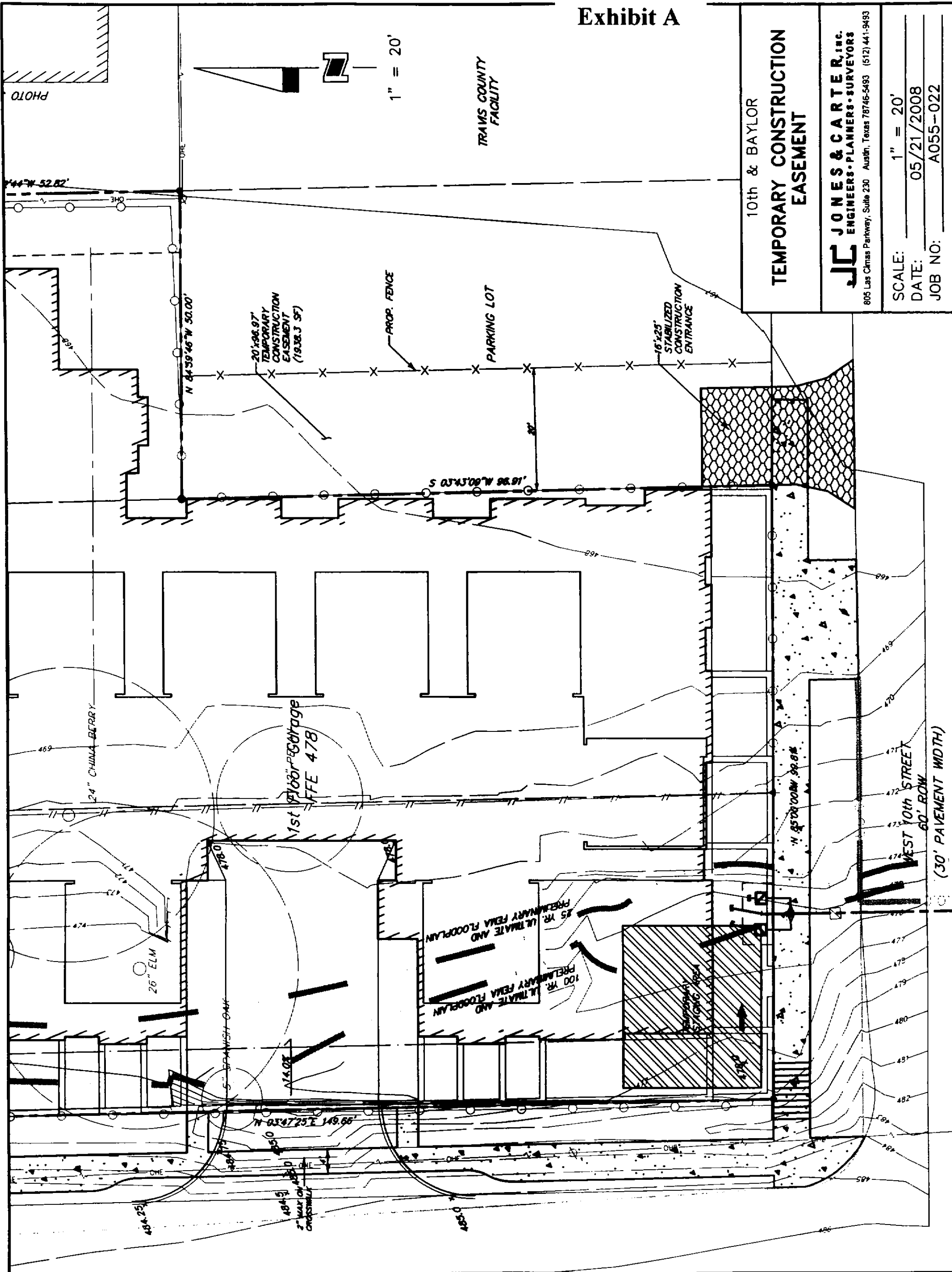
By: _____
Signature

Printed Name: _____

Title: _____

Date: _____

Exhibit A



10th & BAYLOR

TEMPORARY CONSTRUCTION EASEMENT

JC JONES & CARTER, Inc.
 ENGINEERS • PLANNERS • SURVEYORS
 805 Las Cimas Parkway, Suite 230 Austin, Texas 78746-5493 (512) 441-9493

SCALE: 1" = 20'
 DATE: 05/21/2008
 JOB NO: A055-022

Exhibit B
Insurance Certificate
(attached)

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Please consider the following item for:

Voting Session:

June 3, 2008

I. A. Request made by:



Rodney Rhoades, Executive Manager Planning & Budget Department

Update of FY09 Budget Requests & Parameters

Approved by:

Signature of Commissioner(s) or County Judge

II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (Original and eight copies of agenda request and backup).

B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request. Send a copy of this Agenda Request and backup to them:

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

_____ Bid, Purchase Contract, Request for Proposal, Procurement

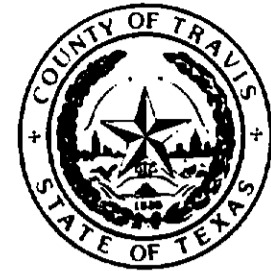
County Attorney's Office (854-9415)

_____ Contract, Agreement, Policy & Procedure

RECEIVED
COUNTY JUDGE'S OFFICE
08 MAY 27 PM 4:43

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

PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS



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

TO: County Judge and Commissioners
FROM: Rodney Rhoades, Executive Manager, PBO
DATE: May 27, 2008

RE: Update of FY 09 Budget Requests and Parameters

Enclosed are updated materials related to the FY 09 Budget process. We look forward to briefing you on this background material both individually and collectively. The materials provide a comparison of the projected revenue, shared with you in February 2008, as compared to the revenue as reflected in the County Auditor's First Revenue Estimate.

In February, PBO projected, at a tax rate of 2.5% above the effective tax rate, total General Fund Revenue of \$460,024,821. As you have been briefed by the County Auditor on May 27, 2008, the First Revenue Estimate based on a tax rate of 2.5% above the effective tax rate resulted in total General Fund Revenue of \$437,133,019 or \$22,891,802 less than PBO's February 2008 high revenue projection. Below is a comparison of our February 2008 projection and the First Revenue Estimate. The vast difference is primarily due to a decrease in fund balance.

	FY 08 Adopted	PBO 2/19/08 Projected FY 09 Totals		County Auditor FY 09 First Rev. Estimate	Difference from 2/19/08 High Rev. Projection
		Low Amt	High Amt		
Beginning Fund Balance	72,063,810	67,000,000	72,063,810	53,391,214	(18,672,596)
Current Property Taxes	285,966,541	299,974,836	309,191,197	306,473,978	(2,717,219)
Other Revenue	78,769,814	77,000,000	78,769,814	77,267,827	(1,501,987)
Total General Fund Revenue	\$436,800,165	\$443,974,836	\$460,024,821	\$437,133,019	(\$22,891,802)

The FY 08 ending fund balance was budgeted at \$40,355,884, which represents the amount of the Unallocated Reserve, since all other revenue was budgeted as an expenditure. The Unallocated Reserve is the only amount that is budgeted not to be spent. The resulting actual ending fund balance is the summation of the budgeted Unallocated Reserve plus any General Fund budgeted expenditures not spent and any additional revenues exceeding the County Auditor's certified revenue. In the past, both of these items have contributed substantially to an ending fund balance significantly larger than the budgeted Unallocated Reserve.

Since the First Revenue Estimate, PBO has revised the debt service requirements and TCAD has updated the 2007 total taxable value, which has increased the effective tax rate from 0.3970 to 0.3987. The combination of these revisions of lowering the FY 09 debt service amount and increasing the 2007 total taxable value results in an estimated increase in tax revenue of approximately \$1,000,000. This additional revenue has been integrated into the attached FY 09 Budget Parameters – General Fund as of 5/27/08.

Summary of FY 09 Budget Requests Received by PBO Excluding Compensation Increases

General Fund Operating	\$48,693,816
Other Funds	\$7,718,826
<u>Capital</u>	<u>\$97,912,151</u>
Total FY 09 Budget Requests	\$154,324,793

There are a total of 436 separate budget requests totaling 384 FTE. Given the available revenue, the budget requests far exceed the resources available. One project which includes numerous

requests from multiple departments totaling \$2,178,448 that we were unable to fund within the limited resources of the First Revenue Estimate was the new financial system staffing. It is expected that future revenue estimates could increase the funds available in order to address this important need. On the attached FY 09 Budget Parameters spreadsheet, PBO has laid out our initial assumptions which could be funded from the revenue generated from an adjusted First Revenue Estimate. These numbers have not been thoroughly scrubbed and will likely change with additional analysis. Some assumptions, such as a 3.5% compensation increase for rank and file, merely reflect estimated CPI increases which have totaled 3.9% from April 2007 through April 2008. We are assuming the Commissioners Court does not wish to modify this level of compensation increase downward in order to help balance the budget. However, if this is incorrect, we would appreciate being advised by the Court as soon as possible. HRMD will be presenting to the Court, in the near future, their compensation recommendations.

The tax rate in the FY 09 Budget Parameters is 0.4069 (the same rate used in the First Revenue Estimate) but with the PBO and TCAD updated numbers represents only a 2.05% increase over the effective tax rate. Even with substantial increases in fuel, utility, indigent attorney fees, and other maintenance of current efforts expenditures along with a new County Court-at-Law, new jail facility and the staffing of the final pod of the juvenile detention facility, we believe we can bring the FY 09 Preliminary at 2.05% above the effective tax rate.

Naturally, placing this type of ceiling on the tax rate will likely result in most of the 436 budget requests being turned down by PBO due to a lack of funds. There is an additional \$10 million of requests which could be considered for funding with additional revenue. We are prepared to recommend going beyond 2.05% above the effective tax rate in order to address the most compelling of these issues, but will need the Court to provide us such direction. Otherwise, you and the various county officials should expect to face the largest accumulation of unfunded requests that have been faced in many years. And you may wish to limit the number of hours you sit in Budget Hearings in August due to these circumstances, unless of course you are willing for PBO to recommend a higher rate, perhaps 2.5% or 3% above effective tax rate.

Attached are the FY 09 Impact on the Average Homestead at the Effective Tax Rate of 0.3987 and the proposed tax rate of 0.4069. Due to the substantial increase in the average homestead, at the effective tax rate the average homestead would see an \$11.20 annual increase and at the proposed tax rate of 0.4069, the average homestead would have a \$29.18 annual tax increase. In February you were informed that the tax impact on the average homestead owner at the Effective Tax Rate was estimated to be an increase of \$15 per year and at the high rate of 2.5% above the effective tax rate was estimated to be an increase of \$36 per year.

We are available to answer any questions.

Cc: All Elected and Appointed Officials and the Financial Staff
PBO Staff

FY 09 Impact on Average Homestead at Effective Tax Rate (.3987)
 (All homestead values per Travis Central Appraisal District)

	FY 08	FY 09 at Effective Tax Rate (.3987)	Difference	% Diff
Average Appraised Value of all Homesteads *	\$255,813	\$274,016	\$18,203	7.12%
Taxable Value after 20% exemption	\$204,650	\$219,213	\$14,562	7.12%
Tax Rate	\$0.4216	\$0.3987	(\$0.0229)	-5.43%
Average Tax	\$862.81	\$874.00	\$11.20	1.30%

Effective Tax Rate (.3987) for Travis County
 (Dollars per \$100 of Taxable Value)

Tax rate	Adopted FY 08 Rate	Effective Tax Rate FY 09	Difference	% Diff
Operating Rate	\$0.3405	\$0.3251	-\$0.0154	-4.5%
Debt Service Rate	\$0.0811	\$0.0736	-\$0.0075	-9.2%
Total Tax Rate	\$0.4216	\$0.3987	-\$0.0229	-5.4%

* Actual FY 08 per Patrick Brown 5/19/08

FY 09 Impact on Average Homestead at 2.05% above Effective Tax Rate
 (All homestead values per Travis Central Appraisal District)

	FY 08	Proposed FY 09 Rate (.4069)	Difference	% Diff
Average Appraised Value of all Homesteads	\$255,813	\$274,016	\$18,203	7.12%
Taxable Value after 20% exemption	\$204,650	\$219,213	\$14,562	7.12%
Tax Rate	\$0.4216	\$0.4069	(\$0.0147)	-3.49%
Average Tax	\$862.81	\$891.98	\$29.17	3.38%

**Preliminary Budget Tax Rates for for Travis County
 at 2.05% above Effective Tax Rate**
 (Dollars per \$100 of Taxable Value)

Tax rate	Adopted FY 08 Rate	Proposed Preliminary FY 09 Rate	Difference	% Diff
Operating Rate	\$0.3405	\$0.3322	-\$0.0083	-2.4%
Debt Service Rate	\$0.0811	\$0.0747	-\$0.0064	-7.9%
Total Tax Rate	\$0.4216	\$0.4069	-\$0.0147	-3.5%

FY 09 Budget Requests Summary

Dept Name	Num of Requests	Original Amount Requested			
		General Fund	Other Funds	Capital	FTE
Commissioner - Precinct 1	1	\$1,000	\$0	\$0	-
County Auditor	5	\$1,409,784	\$0	\$24,500	7.00
County Treasurer	1	\$300	\$0	\$0	-
Tax Assessor - Collector	7	\$339,287	\$0	\$49,016	5.00
Planning and Budget	3	\$616,400	\$0	\$0	-
General Administration	5	\$227,800	\$0	\$0	-
Human Resource Management	5	\$144,292	\$726,855	\$3,935	6.00
Information & Telecommunication Systems (IT)	60	\$3,423,912	\$0	\$12,781,175	23.50
Facilities Management	44	\$1,517,958	\$0	\$52,591,558	8.50
Purchasing & Inventory Management	2	\$319,964	\$0	\$18,090	2.00
Veterans Service Office	3	\$116,047	\$0	\$5,610	2.00
Cooperative Extension Service	2	\$20,000	\$0	\$27,500	-
County Attorney	9	\$376,571	\$0	\$85,455	4.00
County Clerk	8	\$461,085	\$101,000	\$186,640	5.00
District Clerk	3	\$8,400	\$47,657	\$0	1.00
Civil Courts	9	\$2,505,957	\$0	\$95,150	3.25
District Attorney	10	\$619,982	\$0	\$80,896	9.13
Criminal Courts	7	\$693,123	\$0	\$188,700	6.00
Probate Court	3	\$125,525	\$64,108	\$0	3.00
Justice of Peace - Precinct 1	3	\$145,247	\$0	\$0	1.00
Justice of Peace - Precinct 3	6	\$8,805	\$4,100	\$0	-
Justice of Peace - Precinct 4	3	\$157,866	\$0	\$0	1.00
Justice of Peace - Precinct 5	4	\$216,968	\$7,220	\$2,000	5.00
Constable - Precinct 1	8	\$101,793	\$0	\$182,450	-
Constable - Precinct 2	8	\$30,940	\$0	\$76,816	-
Constable - Precinct 3	11	\$1,169,923	\$0	\$663,380	11.00
Constable - Precinct 4	3	\$67,625	\$0	\$74,500	1.00
Constable - Precinct 5	4	\$173,842	\$0	\$510,476	2.00
Sheriff's Department	23	\$15,436,610	\$0	\$8,447,935	200.50
Medical Examiner	5	\$105,000	\$0	\$280,000	-
Community Supervision & Corrections	4	\$137,788	\$0	\$45,037	2.00
Counseling Center	7	\$226,623	\$0	\$106,220	5.00
Pretrial Services	4	\$316,401	\$0	\$21,060	6.00
Juvenile Public Defender	2	\$0	\$0	\$40,010	-
Juvenile Probation	7	\$1,551,855	\$0	\$742,340	14.00
Emergency Services	3	\$61,727	\$0	\$385,238	-
Transportation & Natural Resources (TNR)	37	\$2,473,618	\$6,389,081	\$17,641,180	17.00
Civil Service Commission	2	\$16,497	\$0	\$0	-
Criminal Justice Planning	4	\$193,866	\$0	\$2,660	1.00
Records Mgmt & Communication Resources (25	\$395,337	\$86,669	\$191,455	2.00
Health & Human Services Department	53	\$6,330,189	\$292,136	\$193,270	14.00
Emergency Medical Services	12	\$1,035,989	\$0	\$770,284	1.00
Centralized Computer Services (ITS)	1	\$0	\$0	\$1,250,000	-
Centralized Rent & Utilities (FM)	1	\$747,110	\$0	\$0	-
Civil Court Legally Mandated Fees	5	\$1,950,030	\$0	\$147,615	15.00
Criminal Court Legally Mandated Fees	3	\$1,845,180	\$0	\$0	-
Reserves	1	\$869,600	\$0	\$0	-
Totals	436	\$48,693,816	\$7,718,826	\$97,912,151	383.88

FY 09 Budget Parameters – General Fund As of 5/27/08

	FY 08 Adopted	FY 09 Projected Totals			Notes
		One Time	Ongoing	Total	
Beginning Fund Balance	72,063,810	53,391,214		53,391,214	First Revenue Estimate
Current Property Taxes	285,966,541		304,812,883	304,812,883	Tax revenue shown is 2.05% above the Effective Tax Rate. This revenue figure has been reduced to account for additional revenue from Samsung and Domain new construction that must be rebated back to them according to contractual obligations. These amounts include \$2,473,952 for Samsung and \$203,450 for Domain, which were deducted from the gross revenue and setup in a contra account on advice of County Auditor. Additional funds totaling \$1,016,307 have been added based on updates from TCAD subsequent to the First Revenue Estimate and a revised Effective Tax Rate run by the Tax Office.
Other Revenue	78,769,814		77,267,827	77,267,827	First Revenue Estimate
Total General Fund Revenue	436,800,165	53,391,214	382,080,710	435,471,924	\$1,328,241 decrease over FY 08 General Fund total revenue due to a reduction in the collection rate from 99.5% to 98.5%, an additional \$500,000 reserve for property tax collection, a \$18.6 million drop in Beginning Fund Balance and \$2,677,402 reserved in a contra revenue account to pay for Samsung(\$2,473,952) and Domain(\$203,450) rebates.
Reserves:					
Unallocated Reserves	40,355,884	40,209,777		40,209,777	FY 09 Unallocated Reserve reduced due to reduction in revenue.
Capital Acquisition Resources (CAR) account	23,018,732	11,514,802		11,514,802	Amount to be determined and will be based on need and available resources. Continuing the goal of keeping amount of borrowed funds (CO's) as low as possible. Includes \$1,224,221 of Bureau of Justice Reimbursement which is restricted to corrections related expenditures.
Regular--Allocated Reserve	3,615,763	3,500,000		3,500,000	Includes resources to meet additional utility costs for opening Building 12 at Del Valle and additional funds for any additional utility, fuel and other unanticipated costs.
Annualization Reserve	653,176		1,805,292	1,805,292	Includes additional resources to annualize staffing for Building 12 at Del Valle scheduled to open June 2009 and final Juvenile Detention Buildout staffing scheduled to open April 2009.
Reserve for "Green Circle" employees	83,430	-	40,653	40,653	Small reserve needed at this time. HRMD is working with department on remaining underfilled positions from FY 07 study.
Rebate Reserve from Agreement with Samsung	-			-	Rebate expenditures for Samsung is included as a reduction of tax revenue above as recommended by County Auditor. Liability to be recorded in FY 09 and budget paid in FY 10.

	FY 08 Adopted		FY 09 Projected Totals		Total	Notes
			One Time	Ongoing		
Rebate Reserve from Agreement with Domain					-	Rebate expenditures for Domain is included as a reduction of tax revenue above as recommended by County Auditor. Liability to be recorded in FY 09 and budget paid in FY 10.
Sheriff's Jail Inmate Reserve	453,040		211,068		211,068	Safety valve for inmate increases. Assumes an Average Daily Population of 2,768, which is 3 inmates higher than FY 08 budget using a 91% bed capacity. New jail construction project currently planned to remove or renovate various buildings and require some out-of-county inmate placements.
Juvenile Justice Reserve	750,000				-	Still unclear what the short term issues will be with the Texas Youth Commission changes along with potential decreases in Title IV-E funding. It appears department will be able to manage issues in the short term with existing resources. Will continue to monitor for impact.
Reserve for Elections Runoff	639,170		-		-	No need for such a reserve at this time.
Psychiatric Services Reserve	100,000		-		-	No apparent need for such a reserve at this time. Any expenditure challenges anticipated to be part of FY 09 budget process, beyond the \$100,000 included in the Sheriff's Target related to Court action on 2/5/08.
Reserve for Economic Downturn			-		-	A one-time reserve is advisable if funds become available in order to anticipate economic downturn in 2010.
Sub-Total - Reserves	69,669,195		55,435,647	1,845,945	57,281,592	
Departmental Base Budgets:						
FY 07 Base Dept. Budget	339,126,380				-	
FY 08 Departmental Budget Target				365,256,049	365,256,049	Budget Target amounts established based on FY 08 Budgets less one-time costs plus annualized expenditures and mid-year changes related to Commissioners Court actions.
Wages & Benefits:						
Health and Other Benefit Increases	157,810		-		-	Employee Benefit's Committee recommends holding health rates the same as in FY 08 based on actuary study. Second year in a row with the same rates. Court still needs to approve FY 09 rates. The Employee Health Fund reserve remains high and over funded. (FY 08 amount shown was for life insurance only).
Compensation adjustment - Rank and File and POPS anniversary step	18,592,001			6,856,011	6,856,011	Assume 3 1/2% overall comp (including elected officials) increase for all rank and file and to include market salary studies, COLA, performance based pay, POPS step increases, career ladders, CPP certification pay and other increases such as EMS. Still early to know the magnitude of market salary study recommendations and other resource issues for FY 09.
Health care contra account for vacant positions	(2,424,166)		-		-	Health care contra account built into FY 09 Budget Target.

	FY 08 Adopted	FY 09 Projected Totals	Notes		
		One Time	Ongoing	Total	
One-Time Savings from Employee Health Fund absorbing county contribution toward retiree health coverage		(4,892,724)		(4,892,724)	Based on over funded Health Benefits Reserve, the Health Fund should be able to absorb the County contribution for retiree health care in the short term. (Similar savings occurred in FY 07). Resources for retiree health care will be needed on an on-going basis, but FY 08 and FY 09 resources should be able to be redirected toward other General Fund needs. A Subcommittee of the Employee Benefits Committee has been established to review the large reserve of the Employee Health Fund.
Elected officials' salaries	99,344		-	-	3 1/2% increase, same as rank and file. Excludes JP's who are now on judicial pay scale. Included in comp reserve.
3 1/2% retiree COLA	-			-	Assume similar COLA as in previous years, consistent with recent decisions of the Court. Amount can be funded within existing rate and with no additional cost for FY 09.
Increased Salary Savings			(400,000)	(400,000)	Additional work needed.
Sub-Total Wages and Benefits	16,734,839	(4,892,724)	6,456,011	1,563,287	
BCP increase	967,423	-	1,385,464	1,385,464	BCP increase based on initial new BCP increased values at proposed FY 09 Tax Rate.
Waller Creek TIF Payment		-	100,000	100,000	First year of TIF payment to Waller Creek Fund. Base year value is \$228 million and TIF payment is 50% of increased value. First year incremental payment to be relatively small.
Existing Programs continued in FY 09		891,233	-	891,233	Includes Mobile Crisis Outreach Team, Children's Partnership Flexible Funding, FY 07 Workforce Investment, Parenting in Recovery Grant Match, 2nd CDBG Planner and continuation of IJS FACTS Temps
New Commitments approved by Commissioners Court and Maintenance of Current Effort		112,075	7,799,160	7,911,235	Includes new County Court-at-Law #8, Del Valle new building staffing and other TCSO costs, additional operating resources for TCSO Corrections, Indigent Attorney Fees, EMS and Public Health Interlocal Increases, Juvenile Detention Final Pod staffing and fuel and utilities increases.
Auditor's 5%		-	397,968	397,968	
Other increases		208,247	207,766	416,013	Represents various requests from 15 departments.
PBO Changes		-	(224,903)	(224,903)	Removal of placeholder funding for Southwest Key that will be funded by Corporations and change in HHS salary savings for CDBG. Also includes reduction in HHS to move portion of public health interlocal to special revenue fund.
Sub - Total FY 09 Increases and PBO changes		1,211,555	9,665,455	10,877,010	
Total Expenses		51,754,478	383,223,460	434,977,938	
Available Balance		1,636,736	(1,142,750)	493,986	

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Please consider the following item for:

Voting Session:

June 3, 2008

I. A. Request made by:

Rodney Rhoades, Executive Manager Planning & Budget Department

Presentation of Capital Area Council of Governments (CAPCOG) analysis of Travis County economic development agreements with Home Depot, Hewlett Packard, Samsung & Domain

Approved by:

Signature of Commissioner(s) or County Judge

II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (Original and eight copies of agenda request and backup).

B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request. Send a copy of this Agenda Request and backup to them:

III. Required Authorizations: Please check if applicable:

- Planning and Budget Office (854-9106)**
Additional funding for any department or for any purpose
- Transfer of existing funds within or between any line item budget
- Grant
- Human Resources Department (854-9165)**
A change in your department's personnel (reclassifications, etc.)
- Purchasing Office (854-9700)**
Bid, Purchase Contract, Request for Proposal, Procurement
- County Attorney's Office (854-9415)**
Contract, Agreement, Policy & Procedure

RECEIVED
COUNTY JUDGE'S OFFICE
08 MAY 29 PM 3:58

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



**Capital Area
Council of
Governments**

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Williamson

Counties

MEMORANDUM

DATE: May 14, 2008
TO: Travis County Judge and Commissioners
FROM: Brian J. Kelsey, Economic Development Director
SUBJECT: Economic Development Agreements

In December 2007, Travis County requested assistance from Capital Area Council of Governments (CAPCOG) to explore the feasibility of determining the impacts of economic development agreements on the county budget. The attached reports, produced by CAPCOG in May 2008, summarize estimated benefits, costs, and overall fiscal impacts of four tax abatement contracts entered into by Travis County between 2003 and 2006, including The Domain (2003), Home Depot (2005), Samsung (2006), and Hewlett-Packard (2006).

Purpose

The purpose of this project was to recreate, to the extent possible, the conditions and information available at the time Travis County entered into each economic development agreement. For example, in the case of The Domain, CAPCOG recreated the available information and conditions for 2003, including Travis County's 2003 budget and tax information, project estimates provided in the development proposal by The Domain (e.g., investment, jobs), and the overall economic conditions in the county (e.g., unemployment rate). The findings presented in these reports should be interpreted as estimated impacts based on the year the contracts were signed, not the actual, present-day impact.

Methodology

CAPCOG used fiscal impact analysis to estimate the net effects of these economic development projects, accounting for as many benefits and costs as possible. Costs to local government for economic development projects can include development and operating support, typically in the form of tax abatements, as well as costs associated with increased demand on infrastructure and services (e.g., roads, schools, law enforcement). Benefits can include impacts such as an expanded tax base, increased tax and permit revenues, and additional customers for publicly owned utilities, if applicable.

The scope of this analysis was limited to the fiscal impacts of each project on the Travis County budget—i.e. only those aspects of the project constituting relevant

costs or benefits to Travis County. For example, impacts on public infrastructure and services, such as water, wastewater, and solid waste, were not included because they are not services provided by Travis County. Similarly, Travis County does not levy a sales tax and therefore public revenues generated by taxes on retail sales at The Domain were excluded. This study did not include any analysis of impacts on the City of Austin or other public entities.

CAPCOG used WebLOCI to conduct this study. WebLOCI is a fiscal impact software program developed by the Georgia Tech Enterprise Innovation Institute and designed for use by local governments and economic development groups. For more information on WebLOCI, including the model's assumptions and limitations, and data sources, please visit <http://webloci.innovate.gatech.edu>.

Assumptions

Interpreting the results of an economic or fiscal impact analysis requires a clear understanding of the assumptions made during the study. In conducting this analysis, CAPCOG relied on the following key assumptions:

- **Multipliers.** Economic multipliers are taken into account in each analysis, which capture the direct effects of new economic activity (e.g., jobs, capital investment), as well as the “spin-off” benefits as that activity reverberates through the local economy. The WebLOCI model used for this study incorporates multiplier impacts based on industry classification, which is noted in the project reports.
- **Estimated new households.** A critical factor in assessing a project's total costs and benefits is estimating the number of new households likely to be created as a result of the project, and how many of those households will reside within Travis County. WebLOCI estimates the number of new households using a formula incorporating the estimated new jobs, existing household to job ratio, unemployment rate, and commuting patterns. The idea is to estimate how many new jobs will be filled by people already living in (or commuting to) Travis County versus people who will relocate to Travis County to fill those new jobs. For Travis County, new households means higher demand for public services and infrastructures, as well as increased revenues from property taxes and other sources.
- **Costs and benefits per household.** WebLOCI calculates a cost and benefit per household by dividing Travis County's "All Funds" budget (both expenditures and revenues) by the total number of households in Travis County. The estimated number of new households as a result of the economic development project is then multiplied by the estimated cost and benefit per household. The costs and benefits in terms of revenues and expenditures are allocated annually in these analyses. These annual allocations are divided among the following budget categories: property taxes, fines, and fees, for

revenues, and operating support, public works, recreation/libraries, court system, general government, health services, public safety, and other, for expenditures. Since there is no way to know whether or not new households will access specific county services, such as those designed for low-income residents, CAPCOG determined that the estimated cost per household would be the most straightforward way to look at expected costs to the county.

- **Property appreciation.** Based on Travis County's analysis of historical tax trends, a conservative 2% annual appreciation rate for real property and improvements was incorporated into the model for land and capital investment identified in the economic development agreements.
- **Depreciation.** For the purposes of this study, the estimated levels of investment were classified as improvements, and therefore appreciated by 2%, following Travis County guidance. More detailed investment information was requested but only obtained from Home Depot. Therefore, only the Home Depot analysis incorporates and depreciates the value of equipment and personal property over the term of the contract.
- **Destination retail.** Destination retail is a term that describes a retail center's ability to attract a significant portion of customers from outside the city or county, resulting in a net gain of economic activity (as opposed to customers substituting purchases at The Domain, for example, for purchases previously made at other local retailers resulting in little if any net gain). The only way to determine whether or not a retail center should be treated as destination retail is to access purchase records for home addresses of customers. Since that was outside the scope of this study, CAPCOG and Travis County staff contacted Simon Property Group to find out if there was an alternative way to determine whether or not The Domain should be treated as destination retail, but several attempts to reach staff at Simon were not answered.

Interpreting the Economic Impact Analysis Reports

Each project report contains information on the economic development agreement and a fiscal impact table summarizing the analysis results. The fiscal impact table shows the net present value of total benefits over the term of the contract. Benefits and costs for Year 1 of the agreement are listed so the reader can understand what is and is not included in the analysis. CAPCOG also provided detailed, year-to-year breakdowns of estimated costs and benefits, which can be obtained from Travis County staff.



Economic Impact Analysis Report

Project 4: The Home Depot (Data Center), 2005
 Location: Austin, TX

Project Details

The following information was provided to CAPCOG by Travis County.

Date (contract signature)	December 2005 ¹
Estimated Project Value	\$400 million (phased – over 10 years)
Project Size	130,000 square feet
Type of Agreement	50% (real), 100% (equipment and personal) property tax abatement
Term of Agreement	10 years (2006 – 2015)
Number of Jobs	300 jobs

Running a fiscal impact analysis requires the classification of jobs by type of industry. The 500 jobs created by Home Depot were classified as Data Processing Services (NAICS 5142)¹¹ for this analysis.

Fiscal Impacts of The Home Depot on Travis County (2005)

	Budget Category	Annual Impact
Benefits	Property Tax Revenue	\$949,463
	Revenues from Fines	\$7,719
	Miscellaneous Fees	\$236,297
Costs	Operating Support (Tax Abatement)	\$543,302
	Public Works	\$42,842
	Recreation/Libraries	\$7,804
	Court System	\$107,300
	General Government	\$122,155
	Health Services	\$40,869
	Public Safety	\$145,179
	Other	\$161,928
		\$1,174,379
Net	Net Benefits (Year 1)	\$22,100
	Net Present Value of Total Net Benefits (2006-15)	\$1,113,345

¹ This analysis was completed using county budget, community, and economic data for 2005, where available, to simulate the historical context in which Home Depot contract decision was made.

¹¹ North American Industry Classification System

Home Depot_Detailed

Facility Employees	\$0	\$36,118	\$48,159	\$60,197	\$60,197	\$61,401	\$62,629	\$63,882	\$65,159	\$66,462	\$67,792
Multiplier Effect	\$0	\$71,182	\$94,909	\$121,147	\$118,638	\$121,011	\$123,431	\$125,900	\$128,418	\$130,986	\$133,606
Visitor Induced	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Facility Employees	\$0	\$41,118	\$54,826	\$68,531	\$68,531	\$69,902	\$71,300	\$72,726	\$74,180	\$75,664	\$77,177
Multiplier Effect	\$0	\$81,037	\$108,048	\$137,920	\$135,063	\$137,764	\$140,520	\$143,330	\$146,197	\$149,120	\$152,103
Visitor Induced	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Facility Employees	\$0	\$13,757	\$18,343	\$22,928	\$22,928	\$23,387	\$23,854	\$24,331	\$24,818	\$25,314	\$25,821
Multiplier Effect	\$0	\$27,112	\$36,150	\$46,143	\$45,188	\$46,092	\$47,014	\$47,954	\$48,913	\$49,891	\$50,889
Visitor Induced	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Social Welfare	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Facility Employees	\$0	\$48,868	\$65,160	\$81,448	\$81,448	\$83,077	\$84,738	\$86,433	\$88,162	\$89,925	\$91,724
Multiplier Effect	\$0	\$96,311	\$128,414	\$163,915	\$160,520	\$163,730	\$167,005	\$170,345	\$173,752	\$177,227	\$180,772
Visitor Induced	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Visitor Security	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Facility Employees	\$0	\$54,506	\$72,677	\$90,844	\$90,844	\$92,661	\$90,844	\$90,844	\$90,844	\$90,844	\$90,844
Multiplier Effect	\$0	\$107,422	\$143,228	\$182,825	\$179,039	\$182,620	\$179,039	\$179,039	\$179,039	\$179,039	\$182,825
Visitor Induced	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Wastewater Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Solid Waste Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Electric Power Cost	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Other Utility #1 Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Other Utility #2 Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
NPV of Total Benefits											\$11,937,385
NPV of Total Costs											\$10,824,041
NPV of Net Benefits											\$1,113,345

Total Impacts Analysis Report: Miscellaneous Measures

Project: Home Depot (Phase 1/Year 1)

Group: Travis County 2005/ Home Depot

Description: Data Center

Community: Travis County (2005)

Description:

Annual Employment		Additional Households	
Resident Facility Employment	207	New Households from the Facility	137
Non-Resident Facility Employment	93	New Households from Multiplier Effect	270
New Employees Resulting from Multiplier Effect	567	Visitor Induced Households	0
Visitor Induced	0	Total Estimated New Households	<u>597</u>
Total New Employment	<u>867</u>		
Additional Pupils		Annual Income	
From Facility	82	Paid to Resident Employees	12,149,438
From Multiplier Effects	162	Paid to Non-Resident Employees	5,432,962
Visitor Induced	0	Multiplier Effect Income	16,703,280
Total New Pupils	<u>245</u>	Generated by Visitors	0
		Total New Income	<u>\$34,285,680</u>
Annual Retail Activity		Annual Service Purchase Activity	
Spending by Resident Employees	0	Purchases of Services by the Facility	0
Spending by Non-Resident Employees	0	Purchases of Services by Resident Employees	0
Facility Retail Purchases	0	Purchases of Services Due to Multiplier Effects	0
Facility Retail Sales	0	Purchases of Services by Visitors	0
Retail Sales from Multiplier Effect	0	Total New Service Purchases	<u>\$ 0</u>
Retail Purchases by Visitors	0		
Total New Retail Spending	<u>\$0</u>		
New Establishments From Multiplier Effects		Business Activity From Multiplier Effects	
New Manufacturing Establishments	0.00	Total Business Revenues	\$0
New Retail Commercial Establishments	0.00	Total Income	\$16,703,280
New Service Companies	0.00	Total Manufacturing Revenues	\$0
New Wholesale Companies	0.00	Total Purchases from Service Firms	\$0
Total New Commercial Firms	<u>0.00</u>	Total Purchases from Wholesale Firms	\$0
Visitor Induced		Visitor Activity	
Retail Establishments (Visitor)	0	Number of Visitors to the Facility	0
Recreational Establishments (Visitor)	0	Duration of Visitor Stays in Days	0.00
Lodging Establishments (Visitor)	0	Average Daily Expenditures per Person	\$0.00
Local Transport Firms (Visitor)	0	Total Visitor Expenditures	\$0

Total Impacts Analysis Report: Miscellaneous Measures

Project: Home Depot (Phase 2/Year 2)

Group: Travis County 2005/ Home Depot

Description: Data Center

Community: Travis County (2005)

Description:

Annual Employment		Additional Households	
Resident Facility Employment	276	New Households from the Facility	183
Non-Resident Facility Employment	124	New Households from Multiplier Effect	360
New Employees Resulting from Multiplier Effect	756	Visitor Induced Households	0
Visitor Induced	0	Total Estimated New Households	<u>643</u>
Total New Employment	<u>1,156</u>		
Additional Pupils		Annual Income	
From Facility	110	Paid to Resident Employees	16,199,251
From Multiplier Effects	216	Paid to Non-Resident Employees	7,243,949
Visitor Induced	0	Multiplier Effect Income	22,271,040
Total New Pupils	<u>326</u>	Generated by Visitors	<u>0</u>
		Total New Income	<u>\$45,714,240</u>
Annual Retail Activity		Annual Service Purchase Activity	
Spending by Resident Employees	0	Purchases of Services by the Facility	0
Spending by Non-Resident Employees	0	Purchases of Services by Resident Employees	0
Facility Retail Purchases	0	Purchases of Services Due to Multiplier Effects	0
Facility Retail Sales	0	Purchases of Services by Visitors	0
Retail Sales from Multiplier Effect	0	Total New Service Purchases	<u>\$ 0</u>
Retail Purchases by Visitors	0		
Total New Retail Spending	<u>\$0</u>		
New Establishments From Multiplier Effects		Business Activity From Multiplier Effects	
New Manufacturing Establishments	0.00	Total Business Revenues	\$0
New Retail Commercial Establishments	0.00	Total Income	\$22,271,040
New Service Companies	0.00	Total Manufacturing Revenues	\$0
New Wholesale Companies	0.00	Total Purchases from Service Firms	\$0
Total New Commercial Firms	<u>0.00</u>	Total Purchases from Wholesale Firms	\$0
Visitor Induced		Visitor Activity	
Retail Establishments (Visitor)	0	Number of Visitors to the Facility	0
Recreational Establishments (Visitor)	0	Duration of Visitor Stays in Days	0.00
Lodging Establishments (Visitor)	0	Average Daily Expenditures per Person	\$0.00
Local Transport Firms (Visitor)	0	Total Visitor Expenditures	\$0

Total Impacts Analysis Report: Miscellaneous Measures

Project: Home Depot (Phase 3/Year 3)

Group: Travis County 2005/ Home Depot

Description: Data Center

Community: Travis County (2005)

Description:

Annual Employment		Additional Households	
Resident Facility Employment	346	New Households from the Facility	229
Non-Resident Facility Employment	155	New Households from Multiplier Effect	460
New Employees Resulting from Multiplier Effect	965	Visitor Induced Households	0
Visitor Induced	0	Total Estimated New Households	<u>689</u>
Total New Employment	<u>1,465</u>		
Additional Pupils		Annual Income	
From Facility	137	Paid to Resident Employees	20,249,064
From Multiplier Effects	276	Paid to Non-Resident Employees	9,054,936
Visitor Induced	0	Multiplier Effect Income	27,838,800
Total New Pupils	<u>413</u>	Generated by Visitors	0
		Total New Income	<u>\$57,142,800</u>
Annual Retail Activity		Annual Service Purchase Activity	
Spending by Resident Employees	0	Purchases of Services by the Facility	0
Spending by Non-Resident Employees	0	Purchases of Services by Resident Employees	0
Facility Retail Purchases	0	Purchases of Services Due to Multiplier Effects	0
Facility Retail Sales	0	Purchases of Services by Visitors	0
Retail Sales from Multiplier Effect	0	Total New Service Purchases	<u>\$ 0</u>
Retail Purchases by Visitors	0		
Total New Retail Spending	<u>\$0</u>		
New Establishments From Multiplier Effects		Business Activity From Multiplier Effects	
New Manufacturing Establishments	0.00	Total Business Revenues	\$0
New Retail Commercial Establishments	0.00	Total Income	\$27,838,800
New Service Companies	0.00	Total Manufacturing Revenues	\$0
New Wholesale Companies	0.00	Total Purchases from Service Firms	\$0
Total New Commercial Firms	<u>0.00</u>	Total Purchases from Wholesale Firms	\$0
Visitor Induced		Visitor Activity	
Retail Establishments (Visitor)	0	Number of Visitors to the Facility	0
Recreational Establishments (Visitor)	0	Duration of Visitor Stays in Days	0.00
Lodging Establishments (Visitor)	0	Average Daily Expenditures per Person	\$0.00
Local Transport Firms (Visitor)	0	Total Visitor Expenditures	\$0

Total Impacts Analysis Report: Miscellaneous Measures

Project: Home Depot (Phase 4/Year 4)

Group: Travis County 2005/ Home Depot

Description: Data Center

Community: Travis County (2005)

Description:

Annual Employment		Additional Households	
Resident Facility Employment	346	New Households from the Facility	229
Non-Resident Facility Employment	155	New Households from Multiplier Effect	451
New Employees Resulting from Multiplier Effect	945	Visitor Induced Households	0
Visitor Induced	0	Total Estimated New Households	<u>689</u>
Total New Employment	<u>1,445</u>		
Additional Pupils		Annual Income	
From Facility	137	Paid to Resident Employees	20,249,064
From Multiplier Effects	270	Paid to Non-Resident Employees	9,054,936
Visitor Induced	0	Multiplier Effect Income	27,838,800
Total New Pupils	<u>408</u>	Generated by Visitors	0
		Total New Income	<u>\$57,142,800</u>
Annual Retail Activity		Annual Service Purchase Activity	
Spending by Resident Employees	0	Purchases of Services by the Facility	0
Spending by Non-Resident Employees	0	Purchases of Services by Resident Employees	0
Facility Retail Purchases	0	Purchases of Services Due to Multiplier Effects	0
Facility Retail Sales	0	Purchases of Services by Visitors	0
Retail Sales from Multiplier Effect	0	Total New Service Purchases	<u>\$ 0</u>
Retail Purchases by Visitors	0		
Total New Retail Spending	<u>\$0</u>		
New Establishments From Multiplier Effects		Business Activity From Multiplier Effects	
New Manufacturing Establishments	0.00	Total Business Revenues	\$0
New Retail Commercial Establishments	0.00	Total Income	\$27,838,800
New Service Companies	0.00	Total Manufacturing Revenues	\$0
New Wholesale Companies	0.00	Total Purchases from Service Firms	\$0
Total New Commercial Firms	<u>0.00</u>	Total Purchases from Wholesale Firms	\$0
Visitor Induced		Visitor Activity	
Retail Establishments (Visitor)	0	Number of Visitors to the Facility	0
Recreational Establishments (Visitor)	0	Duration of Visitor Stays in Days	0.00
Lodging Establishments (Visitor)	0	Average Daily Expenditures per Person	\$0.00
Local Transport Firms (Visitor)	0	Total Visitor Expenditures	\$0

Total Impacts Analysis Report: Miscellaneous Measures

Project: Home Depot (Phase 5/Year 5)

Group: Travis County 2005/ Home Depot

Description: Data Center

Community: Travis County (2005)

Description:

Annual Employment		Additional Households	
Resident Facility Employment	346	New Households from the Facility	229
Non-Resident Facility Employment	155	New Households from Multiplier Effect	451
New Employees Resulting from Multiplier Effect	945	Visitor Induced Households	0
Visitor Induced	0	Total Estimated New Households	689
Total New Employment	1,445		
Additional Pupils		Annual Income	
From Facility	137	Paid to Resident Employees	20,249,064
From Multiplier Effects	270	Paid to Non-Resident Employees	9,054,936
Visitor Induced	0	Multiplier Effect Income	27,838,800
Total New Pupils	408	Generated by Visitors	0
		Total New Income	\$57,142,800
Annual Retail Activity		Annual Service Purchase Activity	
Spending by Resident Employees	0	Purchases of Services by the Facility	0
Spending by Non-Resident Employees	0	Purchases of Services by Resident Employees	0
Facility Retail Purchases	0	Purchases of Services Due to Multiplier Effects	0
Facility Retail Sales	0	Purchases of Services by Visitors	0
Retail Sales from Multiplier Effect	0	Total New Service Purchases	\$ 0
Retail Purchases by Visitors	0		
Total New Retail Spending	\$0		
New Establishments From Multiplier Effects		Business Activity From Multiplier Effects	
New Manufacturing Establishments	0.00	Total Business Revenues	\$0
New Retail Commercial Establishments	0.00	Total Income	\$27,838,800
New Service Companies	0.00	Total Manufacturing Revenues	\$0
New Wholesale Companies	0.00	Total Purchases from Service Firms	\$0
Total New Commercial Firms	0.00	Total Purchases from Wholesale Firms	\$0
Visitor Induced		Visitor Activity	
Retail Establishments (Visitor)	0	Number of Visitors to the Facility	0
Recreational Establishments (Visitor)	0	Duration of Visitor Stays in Days	0.00
Lodging Establishments (Visitor)	0	Average Daily Expenditures per Person	\$0.00
Local Transport Firms (Visitor)	0	Total Visitor Expenditures	\$0

Total Impacts Analysis Report: Miscellaneous Measures

Project: Home Depot (Phase 6/Year 6)

Group: Travis County 2005/ Home Depot

Description: Data Center

Community: Travis County (2005)

Description:

Annual Employment		Additional Households	
Resident Facility Employment	346	New Households from the Facility	229
Non-Resident Facility Employment	155	New Households from Multiplier Effect	451
New Employees Resulting from Multiplier Effect	945	Visitor Induced Households	0
Visitor Induced	0	Total Estimated New Households	<u>689</u>
Total New Employment	<u>1,445</u>		
Additional Pupils		Annual Income	
From Facility	137	Paid to Resident Employees	20,249,064
From Multiplier Effects	270	Paid to Non-Resident Employees	9,054,936
Visitor Induced	0	Multiplier Effect Income	27,838,800
Total New Pupils	<u>408</u>	Generated by Visitors	0
		Total New Income	<u>\$57,142,800</u>
Annual Retail Activity		Annual Service Purchase Activity	
Spending by Resident Employees	0	Purchases of Services by the Facility	0
Spending by Non-Resident Employees	0	Purchases of Services by Resident Employees	0
Facility Retail Purchases	0	Purchases of Services Due to Multiplier Effects	0
Facility Retail Sales	0	Purchases of Services by Visitors	0
Retail Sales from Multiplier Effect	0	Total New Service Purchases	<u>\$ 0</u>
Retail Purchases by Visitors	0		
Total New Retail Spending	<u>\$0</u>		
New Establishments From Multiplier Effects		Business Activity From Multiplier Effects	
New Manufacturing Establishments	0.00	Total Business Revenues	\$0
New Retail Commercial Establishments	0.00	Total Income	\$27,838,800
New Service Companies	0.00	Total Manufacturing Revenues	\$0
New Wholesale Companies	0.00	Total Purchases from Service Firms	\$0
Total New Commercial Firms	<u>0.00</u>	Total Purchases from Wholesale Firms	\$0
Visitor Induced		Visitor Activity	
Retail Establishments (Visitor)	0	Number of Visitors to the Facility	0
Recreational Establishments (Visitor)	0	Duration of Visitor Stays in Days	0.00
Lodging Establishments (Visitor)	0	Average Daily Expenditures per Person	\$0.00
Local Transport Firms (Visitor)	0	Total Visitor Expenditures	\$0

Total Impacts Analysis Report: Miscellaneous Measures

Project: Home Depot (Phase 7/Year 7)

Group: Travis County 2005/ Home Depot

Description: Data Center

Community: Travis County (2005)

Description:

Annual Employment		Additional Households	
Resident Facility Employment	346	New Households from the Facility	229
Non-Resident Facility Employment	155	New Households from Multiplier Effect	451
New Employees Resulting from Multiplier Effect	945	Visitor Induced Households	0
Visitor Induced	0	Total Estimated New Households	<u>689</u>
Total New Employment	<u>1,445</u>		
Additional Pupils		Annual Income	
From Facility	137	Paid to Resident Employees	20,249,064
From Multiplier Effects	270	Paid to Non-Resident Employees	9,054,936
Visitor Induced	0	Multiplier Effect Income	27,838,800
Total New Pupils	<u>408</u>	Generated by Visitors	0
		Total New Income	<u>\$57,142,800</u>
Annual Retail Activity		Annual Service Purchase Activity	
Spending by Resident Employees	0	Purchases of Services by the Facility	0
Spending by Non-Resident Employees	0	Purchases of Services by Resident Employees	0
Facility Retail Purchases	0	Purchases of Services Due to Multiplier Effects	0
Facility Retail Sales	0	Purchases of Services by Visitors	0
Retail Sales from Multiplier Effect	0	Total New Service Purchases	<u>\$ 0</u>
Retail Purchases by Visitors	0		
Total New Retail Spending	<u>\$0</u>		
New Establishments From Multiplier Effects		Business Activity From Multiplier Effects	
New Manufacturing Establishments	0.00	Total Business Revenues	\$0
New Retail Commercial Establishments	0.00	Total Income	\$27,838,800
New Service Companies	0.00	Total Manufacturing Revenues	\$0
New Wholesale Companies	0.00	Total Purchases from Service Firms	\$0
Total New Commercial Firms	<u>0.00</u>	Total Purchases from Wholesale Firms	\$0
Visitor Induced		Visitor Activity	
Retail Establishments (Visitor)	0	Number of Visitors to the Facility	0
Recreational Establishments (Visitor)	0	Duration of Visitor Stays in Days	0.00
Lodging Establishments (Visitor)	0	Average Daily Expenditures per Person	\$0.00
Local Transport Firms (Visitor)	0	Total Visitor Expenditures	\$0

Total Impacts Analysis Report: Miscellaneous Measures

Project: Home Depot (Phase 8/Year 8)

Group: Travis County 2005/ Home Depot

Description: Data Center

Community: Travis County (2005)

Description:

Annual Employment		Additional Households	
Resident Facility Employment	346	New Households from the Facility	229
Non-Resident Facility Employment	155	New Households from Multiplier Effect	451
New Employees Resulting from Multiplier Effect	945	Visitor Induced Households	0
Visitor Induced	0	Total Estimated New Households	<u>689</u>
Total New Employment	<u>1,445</u>		
Additional Pupils		Annual Income	
From Facility	137	Paid to Resident Employees	20,249,064
From Multiplier Effects	270	Paid to Non-Resident Employees	9,054,936
Visitor Induced	0	Multiplier Effect Income	27,838,800
Total New Pupils	<u>408</u>	Generated by Visitors	0
		Total New Income	<u>\$57,142,800</u>
Annual Retail Activity		Annual Service Purchase Activity	
Spending by Resident Employees	0	Purchases of Services by the Facility	0
Spending by Non-Resident Employees	0	Purchases of Services by Resident Employees	0
Facility Retail Purchases	0	Purchases of Services Due to Multiplier Effects	0
Facility Retail Sales	0	Purchases of Services by Visitors	0
Retail Sales from Multiplier Effect	0	Total New Service Purchases	<u>\$ 0</u>
Retail Purchases by Visitors	0		
Total New Retail Spending	<u>\$0</u>		
New Establishments From Multiplier Effects		Business Activity From Multiplier Effects	
New Manufacturing Establishments	0.00	Total Business Revenues	\$0
New Retail Commercial Establishments	0.00	Total Income	\$27,838,800
New Service Companies	0.00	Total Manufacturing Revenues	\$0
New Wholesale Companies	0.00	Total Purchases from Service Firms	\$0
Total New Commercial Firms	<u>0.00</u>	Total Purchases from Wholesale Firms	\$0
Visitor Induced		Visitor Activity	
Retail Establishments (Visitor)	0	Number of Visitors to the Facility	0
Recreational Establishments (Visitor)	0	Duration of Visitor Stays in Days	0.00
Lodging Establishments (Visitor)	0	Average Daily Expenditures per Person	\$0.00
Local Transport Firms (Visitor)	0	Total Visitor Expenditures	\$0

Total Impacts Analysis Report: Miscellaneous Measures

Project: Home Depot (Phase 9/Year 9)

Group: Travis County 2005/ Home Depot

Description: Data Center

Community: Travis County (2005)

Description:

Annual Employment		Additional Households	
Resident Facility Employment	346	New Households from the Facility	229
Non-Resident Facility Employment	155	New Households from Multiplier Effect	451
New Employees Resulting from Multiplier Effect	945	Visitor Induced Households	0
Visitor Induced	0	Total Estimated New Households	689
Total New Employment	1,445		
Additional Pupils		Annual Income	
From Facility	137	Paid to Resident Employees	20,249,064
From Multiplier Effects	270	Paid to Non-Resident Employees	9,054,936
Visitor Induced	0	Multiplier Effect Income	27,838,800
Total New Pupils	408	Generated by Visitors	0
		Total New Income	\$57,142,800
Annual Retail Activity		Annual Service Purchase Activity	
Spending by Resident Employees	0	Purchases of Services by the Facility	0
Spending by Non-Resident Employees	0	Purchases of Services by Resident Employees	0
Facility Retail Purchases	0	Purchases of Services Due to Multiplier Effects	0
Facility Retail Sales	0	Purchases of Services by Visitors	0
Retail Sales from Multiplier Effect	0	Total New Service Purchases	\$ 0
Retail Purchases by Visitors	0		
Total New Retail Spending	\$0		
New Establishments From Multiplier Effects		Business Activity From Multiplier Effects	
New Manufacturing Establishments	0.00	Total Business Revenues	\$0
New Retail Commercial Establishments	0.00	Total Income	\$27,838,800
New Service Companies	0.00	Total Manufacturing Revenues	\$0
New Wholesale Companies	0.00	Total Purchases from Service Firms	\$0
Total New Commercial Firms	0.00	Total Purchases from Wholesale Firms	\$0
Visitor Induced		Visitor Activity	
Retail Establishments (Visitor)	0	Number of Visitors to the Facility	0
Recreational Establishments (Visitor)	0	Duration of Visitor Stays in Days	0.00
Lodging Establishments (Visitor)	0	Average Daily Expenditures per Person	\$0.00
Local Transport Firms (Visitor)	0	Total Visitor Expenditures	\$0

Total Impacts Analysis Report: Miscellaneous Measures

Project: Home Depot (Phase 10/Year 10)

Group: Travis County 2005/ Home Depot

Description: Data Center

Community: Travis County (2005)

Description:

Annual Employment		Additional Households	
Resident Facility Employment	346	New Households from the Facility	229
Non-Resident Facility Employment	155	New Households from Multiplier Effect	460
New Employees Resulting from Multiplier Effect	965	Visitor Induced Households	0
Visitor Induced	0	Total Estimated New Households	689
Total New Employment	1,465		
Additional Pupils		Annual Income	
From Facility	137	Paid to Resident Employees	20,249,064
From Multiplier Effects	276	Paid to Non-Resident Employees	9,054,936
Visitor Induced	0	Multiplier Effect Income	27,838,800
Total New Pupils	413	Generated by Visitors	0
		Total New Income	\$57,142,800
Annual Retail Activity		Annual Service Purchase Activity	
Spending by Resident Employees	0	Purchases of Services by the Facility	0
Spending by Non-Resident Employees	0	Purchases of Services by Resident Employees	0
Facility Retail Purchases	0	Purchases of Services Due to Multiplier Effects	0
Facility Retail Sales	0	Purchases of Services by Visitors	0
Retail Sales from Multiplier Effect	0	Total New Service Purchases	\$ 0
Retail Purchases by Visitors	0		
Total New Retail Spending	\$0		
New Establishments From Multiplier Effects		Business Activity From Multiplier Effects	
New Manufacturing Establishments	0.00	Total Business Revenues	\$0
New Retail Commercial Establishments	0.00	Total Income	\$27,838,800
New Service Companies	0.00	Total Manufacturing Revenues	\$0
New Wholesale Companies	0.00	Total Purchases from Service Firms	\$0
Total New Commercial Firms	0.00	Total Purchases from Wholesale Firms	\$0
Visitor Induced		Visitor Activity	
Retail Establishments (Visitor)	0	Number of Visitors to the Facility	0
Recreational Establishments (Visitor)	0	Duration of Visitor Stays in Days	0.00
Lodging Establishments (Visitor)	0	Average Daily Expenditures per Person	\$0.00
Local Transport Firms (Visitor)	0	Total Visitor Expenditures	\$0



Economic Impact Analysis Report

Project 3: Hewlett-Packard (Tandem and Ed Bluestein Data Centers), 2006
 Location: Austin, TX

Project Details

The following information was provided to CAPCOG by Travis County.

Date (contract signature)	May 2006 ¹
Estimated Project Value (Combined - Tandem and Bluestein Data Centers)	\$500 million (phased - Year 1 - \$132 million, Year 2 - \$438 million, Year 3 - \$484 million, Year 4 - \$500 million)
Project Size	150,000 square feet
Type of Agreement	50% property tax abatement
Term of Agreement	10 years (2008 – 2017)
Number of Jobs	220 jobs (phased – Year 1 - 500, Year 2 - 700)

Running a fiscal impact analysis requires the classification of jobs by type of industry. The 220 jobs created by HP were classified as Data Processing Services (NAICS 5142)ⁱⁱ for this analysis.

Fiscal Impacts of Hewlett-Packard on Travis County (2006)

	Budget Category	Annual Impact
Benefits	Property Tax Revenue	\$689,269
	Revenues from Fines	\$1,882
	Miscellaneous Fees	\$55,435
Costs	Operating Support (Tax Abatement)	\$375,413
	Public Works	\$9,084
	Recreation/Libraries	\$1,710
	Court System	\$23,464
	General Government	\$26,655
	Health Services	\$8,900
	Public Safety	\$31,892
	Other	\$38,690
		\$515,308
Net	Net Benefits (Year 1)	\$230,778
	Net Present Value of Total Net Benefits (2008-17)	\$5,672,203

¹ This analysis was completed using county budget, community, and economic data for 2006, where available, to simulate the historical context in which the Hewlett Packard contract decision was made.

ⁱⁱ North American Industry Classification System

HP_Detailed

Visitor Induced	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Facility Employees	\$0	\$10,270	\$17,971	\$28,241	\$35,944	\$36,663	\$37,396	\$38,144	\$38,907	\$39,685	\$40,479	\$40,479	\$40,479
Multiplier Effect	\$0	\$16,385	\$28,673	\$45,058	\$57,346	\$58,493	\$59,663	\$60,856	\$62,073	\$63,315	\$64,581	\$64,581	\$64,581
Visitor Induced	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Facility Employees	\$0	\$3,429	\$6,000	\$9,429	\$12,002	\$12,242	\$12,487	\$12,737	\$12,991	\$13,251	\$13,516	\$13,516	\$13,516
Multiplier Effect	\$0	\$5,471	\$9,574	\$15,044	\$19,147	\$19,530	\$19,921	\$20,319	\$20,725	\$21,140	\$21,563	\$21,563	\$21,563
Visitor Induced	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Social Welfare	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Facility Employees	\$0	\$12,288	\$21,502	\$33,790	\$43,008	\$43,868	\$44,746	\$45,640	\$46,553	\$47,484	\$48,434	\$48,434	\$48,434
Multiplier Effect	\$0	\$19,604	\$34,308	\$53,912	\$68,615	\$69,987	\$71,387	\$72,815	\$74,271	\$75,757	\$77,272	\$77,272	\$77,272
Visitor Induced	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Visitor Security	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Facility Employees	\$0	\$14,907	\$26,086	\$40,993	\$52,176	\$53,220	\$54,284	\$55,370	\$56,477	\$57,607	\$58,759	\$58,759	\$58,759
Multiplier Effect	\$0	\$23,783	\$41,621	\$65,404	\$83,242	\$84,907	\$86,605	\$88,337	\$90,104	\$91,906	\$93,744	\$93,744	\$93,744
Visitor Induced	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Wastewater Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Solid Waste Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Electric Power Cost	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Other Utility #1 Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Other Utility #2 Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

NPV of Total Benefits \$17,723,665
 NPV of Total Costs \$12,051,462
 NPV of Net Benefits \$5,672,203

Total Impacts Analysis Report: Miscellaneous Measures

Project: HP (Phase 1/Year 1)

Group: Travis County (2006)/ HP Phases

Description: 2 Data Centers (Tandem and Ed Bluestein sites)

Community: Travis County (2006)

Description:

Annual Employment		Additional Households	
Resident Facility Employment	55	New Households from the Facility	37
Non-Resident Facility Employment	25	New Households from Multiplier Effect	58
New Employees Resulting from Multiplier Effect	122	Visitor Induced Households	0
Visitor Induced	0	Total Estimated New Households	<u>241</u>
Total New Employment	<u>202</u>		
Additional Pupils		Annual Income	
From Facility	22	Paid to Resident Employees	3,316,800
From Multiplier Effects	35	Paid to Non-Resident Employees	1,483,200
Visitor Induced	0	Multiplier Effect Income	3,264,000
Total New Pupils	<u>57</u>	Generated by Visitors	<u>0</u>
		Total New Income	<u>\$8,064,000</u>
Annual Retail Activity		Annual Service Purchase Activity	
Spending by Resident Employees	0	Purchases of Services by the Facility	0
Spending by Non-Resident Employees	0	Purchases of Services by Resident Employees	0
Facility Retail Purchases	0	Purchases of Services Due to Multiplier Effects	0
Facility Retail Sales	0	Purchases of Services by Visitors	0
Retail Sales from Multiplier Effect	0	Total New Service Purchases	<u>\$ 0</u>
Retail Purchases by Visitors	0		
Total New Retail Spending	<u>\$0</u>		
New Establishments From Multiplier Effects		Business Activity From Multiplier Effects	
New Manufacturing Establishments	0.00	Total Business Revenues	\$0
New Retail Commercial Establishments	0.00	Total Income	\$3,264,000
New Service Companies	0.00	Total Manufacturing Revenues	\$0
New Wholesale Companies	0.00	Total Purchases from Service Firms	\$0
Total New Commercial Firms	<u>0.00</u>	Total Purchases from Wholesale Firms	\$0
Visitor Induced		Visitor Activity	
Retail Establishments (Visitor)	0	Number of Visitors to the Facility	0
Recreational Establishments (Visitor)	0	Duration of Visitor Stays in Days	0.00
Lodging Establishments (Visitor)	0	Average Daily Expenditures per Person	\$0.00
Local Transport Firms (Visitor)	0	Total Visitor Expenditures	\$0

Total Impacts Analysis Report: Miscellaneous Measures

Project: HP (Phase 2/Year 2)

Group: Travis County (2006)/ HP Phases

Description: 2 Data Centers (Tandem and Ed Bluestein sites)

Community: Travis County (2006)

Description:

Annual Employment		Additional Households	
Resident Facility Employment	97	New Households from the Facility	64
Non-Resident Facility Employment	43	New Households from Multiplier Effect	102
New Employees Resulting from Multiplier Effect	214	Visitor Induced Households	0
Visitor Induced	0	Total Estimated New Households	<u>268</u>
Total New Employment	<u>354</u>		
Additional Pupils		Annual Income	
From Facility	38	Paid to Resident Employees	5,804,400
From Multiplier Effects	61	Paid to Non-Resident Employees	2,595,600
Visitor Induced	0	Multiplier Effect Income	5,712,000
Total New Pupils	<u>100</u>	Generated by Visitors	0
		Total New Income	<u>\$14,112,000</u>
Annual Retail Activity		Annual Service Purchase Activity	
Spending by Resident Employees	0	Purchases of Services by the Facility	0
Spending by Non-Resident Employees	0	Purchases of Services by Resident Employees	0
Facility Retail Purchases	0	Purchases of Services Due to Multiplier Effects	0
Facility Retail Sales	0	Purchases of Services by Visitors	0
Retail Sales from Multiplier Effect	0	Total New Service Purchases	<u>\$ 0</u>
Retail Purchases by Visitors	0		
Total New Retail Spending	<u>\$0</u>		
New Establishments From Multiplier Effects		Business Activity From Multiplier Effects	
New Manufacturing Establishments	0.00	Total Business Revenues	\$0
New Retail Commercial Establishments	0.00	Total Income	\$5,712,000
New Service Companies	0.00	Total Manufacturing Revenues	\$0
New Wholesale Companies	0.00	Total Purchases from Service Firms	\$0
Total New Commercial Firms	<u>0.00</u>	Total Purchases from Wholesale Firms	\$0
Visitor Induced		Visitor Activity	
Retail Establishments (Visitor)	0	Number of Visitors to the Facility	0
Recreational Establishments (Visitor)	0	Duration of Visitor Stays in Days	0.00
Lodging Establishments (Visitor)	0	Average Daily Expenditures per Person	\$0.00
Local Transport Firms (Visitor)	0	Total Visitor Expenditures	\$0

Total Impacts Analysis Report: Miscellaneous Measures

Project: HP (Phase 3/Year 3)

Group: Travis County (2006)/ HP Phases

Description: 2 Data Centers (Tandem and Ed Bluestein sites)

Community: Travis County (2006)

Description:

Annual Employment		Additional Households	
Resident Facility Employment	152	New Households from the Facility	101
Non-Resident Facility Employment	68	New Households from Multiplier Effect	160
New Employees Resulting from Multiplier Effect	337	Visitor Induced Households	0
Visitor Induced	0	Total Estimated New Households	<u>305</u>
Total New Employment	<u>557</u>		
Additional Pupils		Annual Income	
From Facility	60	Paid to Resident Employees	9,121,200
From Multiplier Effects	96	Paid to Non-Resident Employees	4,078,800
Visitor Induced	0	Multiplier Effect Income	8,976,000
Total New Pupils	<u>157</u>	Generated by Visitors	0
		Total New Income	<u>\$22,176,000</u>
Annual Retail Activity		Annual Service Purchase Activity	
Spending by Resident Employees	0	Purchases of Services by the Facility	0
Spending by Non-Resident Employees	0	Purchases of Services by Resident Employees	0
Facility Retail Purchases	0	Purchases of Services Due to Multiplier Effects	0
Facility Retail Sales	0	Purchases of Services by Visitors	0
Retail Sales from Multiplier Effect	0	Total New Service Purchases	<u>\$ 0</u>
Retail Purchases by Visitors	0		
Total New Retail Spending	<u>\$0</u>		
New Establishments From Multiplier Effects		Business Activity From Multiplier Effects	
New Manufacturing Establishments	0.00	Total Business Revenues	\$0
New Retail Commercial Establishments	0.00	Total Income	\$8,976,000
New Service Companies	0.00	Total Manufacturing Revenues	\$0
New Wholesale Companies	0.00	Total Purchases from Service Firms	\$0
Total New Commercial Firms	<u>0.00</u>	Total Purchases from Wholesale Firms	\$0
Visitor Induced		Visitor Activity	
Retail Establishments (Visitor)	0	Number of Visitors to the Facility	0
Recreational Establishments (Visitor)	0	Duration of Visitor Stays in Days	0.00
Lodging Establishments (Visitor)	0	Average Daily Expenditures per Person	\$0.00
Local Transport Firms (Visitor)	0	Total Visitor Expenditures	\$0

Total Impacts Analysis Report: Miscellaneous Measures

Project: HP (Phase 4/Year 4-10)

Group: Travis County (2006)/ HP Phases

Description: 2 Data Centers (Tandem and Ed Bluestein sites)

Community: Travis County (2006)

Description:

Annual Employment		Additional Households	
Resident Facility Employment	193	New Households from the Facility	128
Non-Resident Facility Employment	87	New Households from Multiplier Effect	204
New Employees Resulting from Multiplier Effect	428	Visitor Induced Households	0
Visitor Induced	0	Total Estimated New Households	<u>332</u>
Total New Employment	<u>708</u>		
Additional Pupils		Annual Income	
From Facility	77	Paid to Resident Employees	11,608,800
From Multiplier Effects	123	Paid to Non-Resident Employees	5,191,200
Visitor Induced	0	Multiplier Effect Income	11,424,000
Total New Pupils	<u>199</u>	Generated by Visitors	0
		Total New Income	<u>\$28,224,000</u>
Annual Retail Activity		Annual Service Purchase Activity	
Spending by Resident Employees	0	Purchases of Services by the Facility	0
Spending by Non-Resident Employees	0	Purchases of Services by Resident Employees	0
Facility Retail Purchases	0	Purchases of Services Due to Multiplier Effects	0
Facility Retail Sales	0	Purchases of Services by Visitors	0
Retail Sales from Multiplier Effect	0	Total New Service Purchases	<u>\$ 0</u>
Retail Purchases by Visitors	0		
Total New Retail Spending	<u>\$0</u>		
New Establishments From Multiplier Effects		Business Activity From Multiplier Effects	
New Manufacturing Establishments	0.00	Total Business Revenues	\$0
New Retail Commercial Establishments	0.00	Total Income	\$11,424,000
New Service Companies	0.00	Total Manufacturing Revenues	\$0
New Wholesale Companies	0.00	Total Purchases from Service Firms	\$0
Total New Commercial Firms	<u>0.00</u>	Total Purchases from Wholesale Firms	\$0
Visitor Induced		Visitor Activity	
Retail Establishments (Visitor)	0	Number of Visitors to the Facility	0
Recreational Establishments (Visitor)	0	Duration of Visitor Stays in Days	0.00
Lodging Establishments (Visitor)	0	Average Daily Expenditures per Person	\$0.00
Local Transport Firms (Visitor)	0	Total Visitor Expenditures	\$0



Economic Impact Analysis Report

Project 2: Samsung, 2006
 Location: Austin, TX

Project Details

The following information was provided to CAPCOG by Travis County:

Date (contract signature)	February 2006 ¹
Estimated Project Value	3.5 billion total (phased – Year 1 - \$400 million, Year 2 - \$3.1 billion)
Project Type	300 mm FAB – Semiconductor Plant
Type of Agreement	– 80% property tax abatement – 65% property tax abatement
Term of Agreement	Phase 1 – 10 years (01/2008 – 12/2017) Phase 2 – 10 years (01/2018 – 12/31/2027)
Number of Jobs	700 (phased – Year 1 - 500, Year 2 - 200)

Running a fiscal impact analysis requires the classification of jobs by type of industry. The 700 jobs created by Samsung were classified as Semiconductor and Other Electronic Component Manufacturing (NAICS 3344)¹¹ for this analysis.

Fiscal Impacts of Samsung on Travis County (2006)

	Budget Category	Annual Impact
Benefits	Property Tax Revenue	\$2,282,086
	Revenues from Fines	\$12,693
	Miscellaneous Fees	\$373,880
Costs	Operating Support (Tax Abatement)	\$1,500,872
	Public Works	\$61,271
	Recreation/Libraries	\$11,535
	Court System	\$158,255
	General Government	\$179,773
	Health Services	\$60,024
	Public Safety	\$215,100
	Other	\$260,954
		\$2,447,784
Net	Net Benefits (Year 1)	\$220,875
	Net Present Value of Total Net Benefits (2008-27)	\$42,782,723

¹ This analysis was completed using county budget, community, and economic data for 2006, where available, to simulate the historical context in which the Samsung contract decision was made.

¹¹ North American Industry Classification System

Samsung_Final_Detailed

Facility Employees	\$0	\$56,327	\$78,857	\$80,434	\$82,043	\$83,684	\$85,357	\$87,064	\$88,806	\$90,582
Multiplier Effect	\$0	\$101,928	\$142,700	\$145,554	\$148,465	\$151,434	\$154,463	\$157,552	\$160,703	\$163,917
Visitor Induced	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Facility Employees	\$0	\$63,986	\$89,579	\$91,371	\$93,198	\$95,062	\$96,963	\$98,902	\$100,881	\$102,898
Multiplier Effect	\$0	\$115,787	\$162,102	\$165,344	\$168,651	\$172,024	\$175,464	\$178,974	\$182,553	\$186,204
Visitor Induced	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Facility Employees	\$0	\$21,364	\$29,910	\$30,508	\$31,118	\$31,741	\$32,376	\$33,023	\$33,684	\$34,357
Multiplier Effect	\$0	\$38,660	\$54,125	\$55,208	\$56,312	\$57,438	\$58,587	\$59,758	\$60,954	\$62,173
Visitor Induced	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Social Welfare	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Facility Employees	\$0	\$76,560	\$107,182	\$109,326	\$111,512	\$113,742	\$116,017	\$118,338	\$120,704	\$123,118
Multiplier Effect	\$0	\$138,540	\$193,957	\$197,836	\$201,793	\$205,829	\$209,945	\$214,144	\$218,427	\$222,796
Visitor Induced	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Visitor Security	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Facility Employees	\$0	\$92,880	\$130,031	\$132,632	\$135,284	\$137,990	\$140,750	\$143,565	\$146,436	\$149,365
Multiplier Effect	\$0	\$168,074	\$235,304	\$240,010	\$244,810	\$249,706	\$254,701	\$259,795	\$264,991	\$270,290
Visitor Induced	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Temporary Facilities	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Items Supplied	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Other Visitor Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Water Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Wastewater Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Solid Waste Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Electric Power Cost	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Other Utility #1 Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Other Utility #2 Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

NPV of Total Benefits \$188,907,831
 NPV of Total Costs \$146,125,108
NPV of Net Benefits \$42,782,723

Samsung_Final_Detailed

Facility Employees	\$92,394	\$94,241	\$96,126	\$98,049	\$100,010	\$102,010	\$104,050	\$106,131	\$108,254	\$110,419
Multiplier Effect	\$167,196	\$170,540	\$173,951	\$177,430	\$180,978	\$184,598	\$188,290	\$192,055	\$195,897	\$199,814
Visitor Induced	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Facility Employees	\$104,956	\$107,055	\$109,196	\$111,380	\$113,608	\$115,880	\$118,198	\$120,562	\$122,973	\$125,432
Multiplier Effect	\$189,928	\$193,727	\$197,601	\$201,553	\$205,585	\$209,696	\$213,890	\$218,168	\$222,531	\$226,982
Visitor Induced	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Facility Employees	\$35,044	\$35,745	\$36,460	\$37,189	\$37,933	\$38,692	\$39,466	\$40,255	\$41,060	\$41,881
Multiplier Effect	\$63,416	\$64,684	\$65,978	\$67,298	\$68,644	\$70,016	\$71,417	\$72,845	\$74,302	\$75,788
Visitor Induced	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Social Welfare	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Facility Employees	\$125,581	\$128,092	\$130,654	\$133,267	\$135,933	\$138,651	\$141,424	\$144,253	\$147,138	\$150,081
Multiplier Effect	\$227,252	\$231,797	\$236,433	\$241,161	\$245,984	\$250,904	\$255,922	\$261,041	\$266,261	\$271,587
Visitor Induced	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Visitor Security	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Facility Employees	\$152,352	\$155,399	\$158,507	\$161,677	\$164,911	\$168,209	\$171,573	\$175,005	\$178,505	\$182,075
Multiplier Effect	\$275,696	\$281,210	\$286,834	\$292,571	\$298,422	\$304,391	\$310,479	\$316,688	\$323,022	\$329,482
Visitor Induced	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Temporary Facilities	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Items Supplied	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Other Visitor Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Water Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Wastewater Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Solid Waste Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Electric Power Cost	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Other Utility #1 Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Other Utility #2 Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

NPV of Total Benefits

NPV of Total Costs

NPV of Net Benefits

Total Sales Taxes	\$0
Facility Real Property	\$23,458,625
Facility Furn & Equipment	\$0
Facility Inventory	\$0
Commercial-Multiplier Effect	\$342,327
Commercial-Visitor Induced	\$0
Residential-Facility Employees	\$169,656
Residential Multiplier Effect	\$56,408
Residential Mult Eff-Visitor	\$0
Total Property Taxes	\$24,027,016
Total Franchise Fee Revenue	\$0
Total Bus. License/Oc. Tax	\$0
Total Liquor License Revenues	\$0
Total Alcoholic Beverage Tax	\$0
Total Income Tax Revenues	\$0
Facility and Employees	\$9,034
Multiplier Effect	\$16,346
Visitor Induced	\$0
Residential	\$266,084
Other Fees from Multiplier Effects	\$481,505
Visitor Induced	\$0
Impact Fees	\$0
Total Water Revenues	\$0
Total Wastewater Revenues	\$0
Total Solid Waste Revenues	\$0
Total Electric Power Revenues	\$0
Total Other Utility #1 Revenues	\$0
Total Other Utility #2 Revenues	\$0
Total Salvage Value	\$0
Operations	\$15,248,106
Total Support	\$15,248,106
Total Education	\$0
Facility Employees	\$43,606
Multiplier Effect	\$78,909
Visitor Induced	\$0
Facility Employees	\$8,210
Multiplier Effect	\$14,855
Visitor Induced	\$0

Facility Employees	\$112,627
Multiplier Effect	\$203,811
Visitor Induced	\$0
Facility Employees	\$127,941
Multiplier Effect	\$231,522
Visitor Induced	\$0
Facility Employees	\$42,719
Multiplier Effect	\$77,304
Visitor Induced	\$0
Total Social Welfare	\$0
Facility Employees	\$153,082
Multiplier Effect	\$277,018
Visitor Induced	\$0
Visitor Security	\$0
Facility Employees	\$185,716
Multiplier Effect	\$336,072
Visitor Induced	\$0
Temporary Facilities	\$0
Other Items Supplied	\$0
Total Other Visitor Costs	\$0
Total Water Costs	\$0
Total Wastewater Costs	\$0
Total Solid Waste Costs	\$0
Total Electric Power Cost	\$0
Total Other Utility #1 Costs	\$0
Total Other Utility #2 Costs	\$0
NPV of Total Benefits	
NPV of Total Costs	
NPV of Net Benefits	

Total Impacts Analysis Report: Miscellaneous Measures

Project: Samsung (Phase 1/Year 1)
Description: 300 mm FAB - Semiconductor plant
Community: Travis County (2006)
Description:

Group: Samsung Semiconductor Facility

Annual Employment		Additional Households	
Resident Facility Employment	346	New Households from the Facility	228
Non-Resident Facility Employment	155	New Households from Multiplier Effect	412
New Employees Resulting from Multiplier Effect	865	Visitor Induced Households	0
Visitor Induced	0	Total Estimated New Households	640
Total New Employment	1,365		
Additional Pupils		Annual Income	
From Facility	137	Paid to Resident Employees	20,730,000
From Multiplier Effects	247	Paid to Non-Resident Employees	9,270,000
Visitor Induced	0	Multiplier Effect Income	13,800,000
Total New Pupils	384	Generated by Visitors	0
		Total New Income	\$43,800,000
Annual Retail Activity		Annual Service Purchase Activity	
Spending by Resident Employees	0	Purchases of Services by the Facility	0
Spending by Non-Resident Employees	0	Purchases of Services by Resident Employees	0
Facility Retail Purchases	0	Purchases of Services Due to Multiplier Effects	0
Facility Retail Sales	0	Purchases of Services by Visitors	0
Retail Sales from Multiplier Effect	0	Total New Service Purchases	\$ 0
Retail Purchases by Visitors	0		
Total New Retail Spending	\$0		
New Establishments From Multiplier Effects		Business Activity From Multiplier Effects	
New Manufacturing Establishments	0.00	Total Business Revenues	\$0
New Retail Commercial Establishments	0.00	Total Income	\$13,800,000
New Service Companies	0.00	Total Manufacturing Revenues	\$0
New Wholesale Companies	0.00	Total Purchases from Service Firms	\$0
Total New Commercial Firms	0.00	Total Purchases from Wholesale Firms	\$0
Visitor Induced		Visitor Activity	
Retail Establishments (Visitor)	0	Number of Visitors to the Facility	0
Recreational Establishments (Visitor)	0	Duration of Visitor Stays in Days	0.00
Lodging Establishments (Visitor)	0	Average Daily Expenditures per Person	\$0.00
Local Transport Firms (Visitor)	0	Total Visitor Expenditures	\$0

Total Impacts Analysis Report: Miscellaneous Measures

Project: Samsung (Phase 2/Year 2-20)
Description: 300 mm FAB - Semiconductor plant
Community: Travis County (2006)
Description:

Group: Samsung Semiconductor Facility

Annual Employment		Additional Households	
Resident Facility Employment	484	New Households from the Facility	319
Non-Resident Facility Employment	216	New Households from Multiplier Effect	577
New Employees Resulting from Multiplier Effect	1,211	Visitor Induced Households	0
Visitor Induced	0	Total Estimated New Households	<u>731</u>
Total New Employment	<u>1,911</u>		
Additional Pupils		Annual Income	
From Facility	191	Paid to Resident Employees	29,022,000
From Multiplier Effects	346	Paid to Non-Resident Employees	12,978,000
Visitor Induced	0	Multiplier Effect Income	19,320,000
Total New Pupils	<u>538</u>	Generated by Visitors	0
		Total New Income	<u>\$61,320,000</u>
Annual Retail Activity		Annual Service Purchase Activity	
Spending by Resident Employees	0	Purchases of Services by the Facility	0
Spending by Non-Resident Employees	0	Purchases of Services by Resident Employees	0
Facility Retail Purchases	0	Purchases of Services Due to Multiplier Effects	0
Facility Retail Sales	0	Purchases of Services by Visitors	0
Retail Sales from Multiplier Effect	0	Total New Service Purchases	<u>\$ 0</u>
Retail Purchases by Visitors	0		
Total New Retail Spending	<u>\$0</u>		
New Establishments From Multiplier Effects		Business Activity From Multiplier Effects	
New Manufacturing Establishments	0.00	Total Business Revenues	\$0
New Retail Commercial Establishments	0.00	Total Income	\$19,320,000
New Service Companies	0.00	Total Manufacturing Revenues	\$0
New Wholesale Companies	0.00	Total Purchases from Service Firms	\$0
Total New Commercial Firms	<u>0.00</u>	Total Purchases from Wholesale Firms	\$0
Visitor Induced		Visitor Activity	
Retail Establishments (Visitor)	0	Number of Visitors to the Facility	0
Recreational Establishments (Visitor)	0	Duration of Visitor Stays in Days	0.00
Lodging Establishments (Visitor)	0	Average Daily Expenditures per Person	\$0.00
Local Transport Firms (Visitor)	0	Total Visitor Expenditures	\$0



Economic Impact Analysis Report

Project 1: The Domain. 2003
 Location: Austin, TX

Project Details

The following information was provided to CAPCOG by Travis County.

Date (contract signature)	August 2003 ¹
Estimated Project Value	\$130 million (phased - Year 1 - \$77.5 million, Year 3 - \$86 million, Year 4 - \$130 million)
Project Size	500K to 670K sq. ft. (42 – 55 acres)
Type of Agreement	50% property tax abatement
Term of Agreement	20 years (2007 – 2027)
Number of Jobs	1,100 jobs

Running a fiscal impact analysis requires the classification of jobs by type of industry. The 1,100 jobs created by The Domain were classified as Retail (NAICS 44-45)² for this analysis.

Fiscal Impacts of The Domain on Travis County (2003)

	Budget Category	Annual Impact
Benefits	Property Tax Revenue	\$629,572
	Revenues from Fines	\$5,947
	Miscellaneous Fees	\$202,676
Costs	Operating Support (Tax Abatement)	\$217,286
	Public Works	\$35,151
	Recreation/Libraries	\$11,613
	Court System	\$96,780
	General Government	\$111,978
	Health Services	\$46,173
	Public Safety	\$134,926
	Other	\$169,171
Net	Net Benefits (Year 1)	\$15,117
	Net Present Value of Total Net Benefits (2007-27)	\$1,912,209

¹ This analysis was completed using county budget, community, and economic data for 2003, where available, to simulate the historical context in which The Domain contract decision was made.

² North American Industry Classification System

The Domain_New Investments_Detailed

Visitor Induced	\$0	\$1,580	\$1,612	\$1,644	\$1,677	\$1,710	\$1,744	\$1,779	\$1,815	\$1,851	\$1,888
Facility Employees	\$0	\$91,596	\$93,428	\$95,296	\$97,202	\$99,146	\$101,129	\$103,152	\$105,215	\$107,319	\$109,466
Multiplier Effect	\$0	\$18,553	\$18,924	\$19,303	\$19,689	\$20,082	\$20,484	\$20,894	\$21,312	\$21,738	\$22,173
Visitor Induced	\$0	\$1,829	\$1,866	\$1,903	\$1,941	\$1,980	\$2,019	\$2,060	\$2,101	\$2,143	\$2,186
Facility Employees	\$0	\$37,769	\$38,524	\$39,295	\$40,081	\$40,882	\$41,700	\$42,534	\$43,385	\$44,252	\$45,137
Multiplier Effect	\$0	\$7,650	\$7,803	\$7,959	\$8,118	\$8,281	\$8,446	\$8,615	\$8,787	\$8,963	\$9,142
Visitor Induced	\$0	\$754	\$769	\$784	\$800	\$816	\$832	\$849	\$866	\$883	\$901
Total Social Welfare											
Facility Employees	\$0	\$110,368	\$112,575	\$114,827	\$117,123	\$119,466	\$121,855	\$124,292	\$126,778	\$129,314	\$131,900
Multiplier Effect	\$0	\$22,355	\$22,802	\$23,258	\$23,723	\$24,198	\$24,682	\$25,175	\$25,679	\$26,192	\$26,716
Visitor Induced	\$0	\$2,203	\$2,247	\$2,292	\$2,338	\$2,385	\$2,432	\$2,481	\$2,531	\$2,581	\$2,633
Visitor Security	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Facility Employees	\$0	\$138,379	\$141,147	\$143,970	\$146,849	\$149,786	\$152,782	\$155,837	\$158,954	\$162,133	\$165,376
Multiplier Effect	\$0	\$28,029	\$28,590	\$29,161	\$29,745	\$30,339	\$30,946	\$31,565	\$32,197	\$32,840	\$33,497
Visitor Induced	\$0	\$2,763	\$2,818	\$2,875	\$2,932	\$2,991	\$3,051	\$3,112	\$3,174	\$3,237	\$3,302
Total Solid Waste Costs											
Total Electric Power Cost	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Other Utility #1 Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Other Utility #2 Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

NPV of Total Benefits \$12,045,715
 NPV of Total Costs \$10,133,506
NPV of Net Benefits \$1,912,209

The Domain_New Investments_Detailed

Visitor Induced	\$1,926	\$1,965	\$2,004	\$2,044	\$2,085	\$2,126	\$2,169	\$2,212	\$2,257	\$2,302
Facility Employees	\$111,655	\$113,888	\$116,166	\$118,489	\$120,859	\$123,276	\$125,742	\$128,257	\$130,822	\$133,438
Multiplier Effect	\$22,616	\$23,068	\$23,530	\$24,000	\$24,480	\$24,970	\$25,469	\$25,979	\$26,498	\$27,028
Visitor Induced	\$2,230	\$2,274	\$2,320	\$2,366	\$2,413	\$2,462	\$2,511	\$2,561	\$2,612	\$2,665
Facility Employees	\$46,040	\$46,961	\$47,900	\$48,858	\$49,835	\$50,832	\$51,849	\$52,886	\$53,943	\$55,022
Multiplier Effect	\$9,325	\$9,512	\$9,702	\$9,896	\$10,094	\$10,296	\$10,502	\$10,712	\$10,926	\$11,145
Visitor Induced	\$919	\$938	\$956	\$975	\$995	\$1,015	\$1,035	\$1,056	\$1,077	\$1,098
Total Social Welfare										
Facility Employees	\$134,538	\$137,229	\$139,973	\$142,773	\$145,628	\$148,541	\$151,512	\$154,542	\$157,633	\$160,785
Multiplier Effect	\$27,251	\$27,796	\$28,352	\$28,919	\$29,497	\$30,087	\$30,689	\$31,302	\$31,928	\$32,567
Visitor Induced	\$2,685	\$2,739	\$2,794	\$2,850	\$2,907	\$2,965	\$3,024	\$3,085	\$3,146	\$3,209
Visitor Security	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Facility Employees	\$168,683	\$172,057	\$175,498	\$179,008	\$182,588	\$186,240	\$189,965	\$193,764	\$197,639	\$201,592
Multiplier Effect	\$34,167	\$34,851	\$35,548	\$36,259	\$36,984	\$37,723	\$38,478	\$39,247	\$40,032	\$40,833
Visitor Induced	\$3,368	\$3,435	\$3,504	\$3,574	\$3,646	\$3,719	\$3,793	\$3,869	\$3,946	\$4,025
Total Solid Waste Cost										
Total Electric Power Cost	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Other Utility #1 Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Other Utility #2 Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

NPV of Total Benefits
 NPV of Total Costs
 NPV of Net Benefits

Total Impacts Analysis Report: Miscellaneous Measures

Project: The Domain (Phase 1/Year 1-2)

Group: Travis County (2003)/The Domain

Description: A mixed-used residential and up-scale retail shopping center development.

Community: Travis County (2003)

Description:

Annual Employment		Additional Households	
Resident Facility Employment	599	New Households from the Facility	354
Non-Resident Facility Employment	501	New Households from Multiplier Effect	72
New Employees Resulting from Multiplier Effect	209	Visitor Induced Households	7
Visitor Induced	21	Total Estimated New Households	<u>433</u>
Total New Employment	<u>1,330</u>		
Additional Pupils		Annual Income	
From Facility	212	Paid to Resident Employees	16,150,564
From Multiplier Effects	43	Paid to Non-Resident Employees	13,488,937
Visitor Induced	4	Multiplier Effect Income	13,041,380
Total New Pupils	<u>259</u>	Generated by Visitors	<u>264,500</u>
		Total New Income	<u>\$42,945,380</u>
Annual Retail Activity		Annual Service Purchase Activity	
Spending by Resident Employees	0	Purchases of Services by the Facility	0
Spending by Non-Resident Employees	0	Purchases of Services by Resident Employees	0
Facility Retail Purchases	0	Purchases of Services Due to Multiplier Effects	0
Facility Retail Sales	0	Purchases of Services by Visitors	0
Retail Sales from Multiplier Effect	0	Total New Service Purchases	<u>\$ 0</u>
Retail Purchases by Visitors	2,500,000		
Total New Retail Spending	<u>\$2,500,000</u>		
New Establishments From Multiplier Effects		Business Activity From Multiplier Effects	
New Manufacturing Establishments	0.00	Total Business Revenues	\$0
New Retail Commercial Establishments	0.00	Total Income	\$13,041,380
New Service Companies	0.00	Total Manufacturing Revenues	\$0
New Wholesale Companies	0.00	Total Purchases from Service Firms	\$0
Total New Commercial Firms	<u>0.00</u>	Total Purchases from Wholesale Firms	\$0
Visitor Induced		Visitor Activity	
Retail Establishments (Visitor)	0	Number of Visitors to the Facility	100,000
Recreational Establishments (Visitor)	0	Duration of Visitor Stays in Days	0.25
Lodging Establishments (Visitor)	0	Average Daily Expenditures per Person	\$100.00
Local Transport Firms (Visitor)	0	Total Visitor Expenditures	\$2,500,000

Total Impacts Analysis Report: Miscellaneous Measures

Project: The Domain (Phase 2/Year 3)

Group: Travis County (2003)/The Domain

Description: A mixed-used residential and up-scale retail shopping center development.

Community: Travis County (2003)

Description:

Annual Employment		Additional Households	
Resident Facility Employment	599	New Households from the Facility	354
Non-Resident Facility Employment	501	New Households from Multiplier Effect	72
New Employees Resulting from Multiplier Effect	209	Visitor Induced Households	6
Visitor Induced	19	Total Estimated New Households	<u>433</u>
Total New Employment	<u>1,328</u>		
Additional Pupils		Annual Income	
From Facility	212	Paid to Resident Employees	16,150,564
From Multiplier Effects	43	Paid to Non-Resident Employees	13,488,937
Visitor Induced	4	Multiplier Effect Income	13,041,380
Total New Pupils	<u>259</u>	Generated by Visitors	<u>264,500</u>
		Total New Income	<u>\$42,945,380</u>
Annual Retail Activity		Annual Service Purchase Activity	
Spending by Resident Employees	0	Purchases of Services by the Facility	0
Spending by Non-Resident Employees	0	Purchases of Services by Resident Employees	0
Facility Retail Purchases	0	Purchases of Services Due to Multiplier Effects	0
Facility Retail Sales	0	Purchases of Services by Visitors	0
Retail Sales from Multiplier Effect	0	Total New Service Purchases	<u>\$ 0</u>
Retail Purchases by Visitors	2,500,000		
Total New Retail Spending	<u>\$2,500,000</u>		
New Establishments From Multiplier Effects		Business Activity From Multiplier Effects	
New Manufacturing Establishments	0.00	Total Business Revenues	\$0
New Retail Commercial Establishments	0.00	Total Income	\$13,041,380
New Service Companies	0.00	Total Manufacturing Revenues	\$0
New Wholesale Companies	0.00	Total Purchases from Service Firms	\$0
Total New Commercial Firms	<u>0.00</u>	Total Purchases from Wholesale Firms	\$0
Visitor Induced		Visitor Activity	
Retail Establishments (Visitor)	0	Number of Visitors to the Facility	100,000
Recreational Establishments (Visitor)	0	Duration of Visitor Stays in Days	0.25
Lodging Establishments (Visitor)	0	Average Daily Expenditures per Person	\$100.00
Local Transport Firms (Visitor)	0	Total Visitor Expenditures	\$2,500,000

Total Impacts Analysis Report: Miscellaneous Measures

Project: The Domain (Phase 3/Year 4-20)

Group: Travis County (2003)/The Domain

Description: A mixed-used residential and up-scale retail shopping center development.

Community: Travis County (2003)

Description:

Annual Employment		Additional Households	
Resident Facility Employment	599	New Households from the Facility	354
Non-Resident Facility Employment	501	New Households from Multiplier Effect	72
New Employees Resulting from Multiplier Effect	209	Visitor Induced Households	8
Visitor Induced	22	Total Estimated New Households	433
Total New Employment	1,331		
Additional Pupils		Annual Income	
From Facility	212	Paid to Resident Employees	16,150,564
From Multiplier Effects	43	Paid to Non-Resident Employees	13,488,937
Visitor Induced	5	Multiplier Effect Income	13,041,380
Total New Pupils	260	Generated by Visitors	301,748
		Total New Income	\$42,982,628
Annual Retail Activity		Annual Service Purchase Activity	
Spending by Resident Employees	0	Purchases of Services by the Facility	0
Spending by Non-Resident Employees	0	Purchases of Services by Resident Employees	0
Facility Retail Purchases	0	Purchases of Services Due to Multiplier Effects	0
Facility Retail Sales	0	Purchases of Services by Visitors	625,000
Retail Sales from Multiplier Effect	0	Total New Service Purchases	\$ 625,000
Retail Purchases by Visitors	1,875,000		
Total New Retail Spending	\$1,875,000		
New Establishments From Multiplier Effects		Business Activity From Multiplier Effects	
New Manufacturing Establishments	0.00	Total Business Revenues	\$0
New Retail Commercial Establishments	0.00	Total Income	\$13,041,380
New Service Companies	0.00	Total Manufacturing Revenues	\$0
New Wholesale Companies	0.00	Total Purchases from Service Firms	\$0
Total New Commercial Firms	0.00	Total Purchases from Wholesale Firms	\$0
Visitor Induced		Visitor Activity	
Retail Establishments (Visitor)	0	Number of Visitors to the Facility	100,000
Recreational Establishments (Visitor)	0	Duration of Visitor Stays in Days	0.25
Lodging Establishments (Visitor)	0	Average Daily Expenditures per Person	\$100.00
Local Transport Firms (Visitor)	0	Total Visitor Expenditures	\$2,500,000

Budget Category Explanation (Example: Travis County 2003)

Travis County Expenditures (2003) All Funds

Travis County Expenditure Category	Value
General Government	\$ 83,081,028
Justice System	\$ 71,805,657
Corrections and Rehab	\$ 68,559,146
Public Safety	\$ 31,548,979
Health and Human Services	\$ 34,256,959
Infrastructure and Environmental Services	\$ 26,080,083
Community and Economic Development	\$ 8,616,219
Allocated Reserve	\$ 16,895,914
Unallocated Reserve	\$ 44,158,434
Capital	0
Debt Service	\$ 37,948,524
Interest	\$ 26,513,507
Total (All Funds)	\$ 449,464,450

WebLOCI Expenditure Category Translation

WebLOCI Expenditure Categories	Travis County Expenditure Categories	Translated Values
Education Operations	None	0
Public Works Operations	Infrastructure	\$ 26,080,083
Recreation and Library Operations	Community and Economic Development	\$ 8,616,219
Court System	Justice System	\$ 71,805,657
General Government Operations	General Government	\$ 83,081,028
Health System Operations	Health and Human Services	\$ 34,256,959
Social Welfare Operations	None	0
Public Safety Operations	Public Safety + Corrections and Rehab	\$ 100,108,125
Other Costs	Allocated Reserve + Unallocated Reserve + Debt Service + Interest	\$ 125,516,379
Total (same as Travis County Budget)		\$ 449,464,450

F

Travis County Revenue (2003) All Funds – without additional budget detail I will not be able to better categorize this information. Currently all budget line items that cannot be categorized are included in Miscellaneous Fees.

Travis County Revenue Category	Value
Taxes	\$ 294,677,139
Beginning Balance	\$ 66,451,361
Intergovernmental	\$ 23,300,705
Charges for Services	\$ 25,734,938
Fines and Forfeitures	\$ 4,412,951
Interest	\$ 6,071,871
Miscellaneous Fees	\$ 28,815,485
Transfers	\$ 5,708,035
Total Revenue	\$ 449,464,450

WebLOCI Revenue Category Translation

WebLOCI Revenue Categories	Translated Travis County Categories	Translated Values
Franchise Fees Collected	Not Available	0
Business License and Occupational Tax	Not Available	0
Liquor License Revenue	Not Available	0
Alcohol Tax Revenue	Not Available	0
Income Tax Revenue	N/A	0
Fine Revenue	Fines and Forfeitures	\$ 4,412,951
Permit Revenue	Not Available	0
Miscellaneous Fees	All Categories less Fines and Forfeitures	\$ 445,051,499
	Total (same as Travis County Budget)	\$ 449,464,450

WebLOCI Snapshots

Currently, the WebLOCI system contains the following budget information for Travis County in 2003.

WebLOCI - Windows Internet Explorer
 http://webloci.innovate.gatech.edu/community.loc?CommunityId=976
 WebLOCI
 Page Tools

	Dollars per Household	Dollars per Household
Local Government Revenues		
Franchise fees collected	\$0	\$14
Business license and occup taxes	\$0	\$0
Liquor license revenues	\$0	\$469
Alcohol tax revenues	\$0	\$483
Income tax revenues	\$0	
Total revenues from fines	\$4,412,951	
Total permit revenues	\$0	
Misc fees collected	\$150,374,360	
Total Revenue (excluding property and sales tax)	\$154,787,311	
Local Government Expenditures		
Education operations	\$0	\$107
Public works operations	\$26,080,083	\$0
Recreation and library operations	\$8,616,219	\$312
Court system operations	\$71,805,657	\$391
General government operations	\$83,081,028	\$1,401
Health system operations	\$34,256,959	
Social welfare operations	\$0	
Public safety operations	\$100,108,125	
Other costs	\$125,516,379	
Total Expenditures	\$449,464,450	

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 Internet 100%
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 Microsoft Office
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43

Total Revenues exclude property taxes which are accounted for here.

WebLOCI - Windows Internet Explorer

http://webloci.innovate.gatech.edu/community_loc?CommunityId=976

WebLOCI

Tools

Non-Residential Property Tax and Assessment Rates

	Dollars of Tax per Thousand Dollars of Assessed Value	
	Incorporated Area	Unincorporated Area
Non-Residential Assessment Rates		
Real Property	\$4.918	\$4.918
Personal Property	\$4.918	\$4.918
Inventory Property	\$4.918	\$4.918

	Dollars of Tax per Thousand Dollars of Assessed Value	
	Incorporated Area	Unincorporated Area
Net Assessed Value in the County		
Real Property	\$28,101,171.832	\$4,918
Personal Property	\$1,092,946.281	\$4,918

REQUIRED FOR TOTAL IMPACTS

Total property tax from commercial and industrial property

Done

Internet 100%

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2 Internet Explorer

Sent Items - Micro...

3 Microsoft Office...

WebLOCI

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4:02 PM

72

Calculation Explanation:

Based on TCAD actual property taxes in 2003, I applied corresponding tax percentages to Travis County budget estimates in 2003 to calculate residential property tax (both real and personal) and commercial and industrial property tax.

- The Total Residential Property Taxes = \$ 143,576,673
- Total Commercial and Industrial Property Taxes = \$ 151,100,466
- For a combined total of \$294,677,139 of Property Taxes
- Total Property Taxes + All other Revenue Sources equal Travis County's All fund Revenue of \$449,464,450.

Appendix A: Travis County Revenues

	2003	2004	2005	2006	2007	2008*
Taxes*	\$ 294,677,139	\$299,118,653	\$ 302,306,309	\$320,964,693	\$ 338,091,847	\$ 366,077,808
Beginning Balance	\$ 66,451,361	\$ 76,696,474	\$ 83,959,953	\$ 92,647,811	\$ 129,674,475	\$ 156,900,043
Intergovernmental	\$ 23,300,705	\$ 4,601,602	\$ 2,554,452	\$ 2,760,349	\$ 3,318,865	\$ 4,044,213
Charges for Services	\$ 25,734,938	\$ 52,327,153	\$ 53,975,559	\$ 61,143,441	\$ 73,340,298	\$ 67,733,878
Fines & Forfeitures	\$ 4,412,951	\$ 5,541,857	\$ 6,076,384	\$ 7,270,405	\$ 7,224,893	\$ 7,838,985
Interest	\$ 6,071,871	\$ 2,920,958	\$ 3,972,808	\$ 7,776,539	\$ 12,684,905	\$ 15,737,821
Misc. Fees**	\$ 28,815,485	\$ 45,022,620	\$ 41,535,375	\$ 49,832,094	\$ 56,509,198	\$ 45,317,769
Transfers	\$ 5,708,035	\$ 6,736,431	\$ 10,543,607	\$ 10,155,830	\$ 10,758,138	\$ 12,489,574
Total Revenue	\$ 449,464,450	\$ 486,229,317	\$ 494,380,840	\$ 542,395,332	\$ 620,844,481	\$ 663,650,517

Appendix B: Travis County Expenditures

	2003	2004	2005	2006	2007	2008
General Gov't*	\$ 83,081,028	\$ 85,329,916	\$ 96,152,087	\$ 102,972,902	\$ 115,412,987	\$ 123,152,411
Justice System	\$ 71,805,657	\$ 88,089,950	\$ 84,459,482	\$ 90,649,258	\$ 99,220,810	\$ 105,954,048
Corrections & Rehab	\$ 68,559,146	\$ 67,404,312	\$ 71,651,898	\$ 78,433,906	\$ 83,115,235	\$ 89,935,981
Public Safety	\$ 31,548,979	\$ 34,544,844	\$ 42,623,141	\$ 44,777,580	\$ 51,631,897	\$ 58,042,490
Health & Human Services	\$ 34,256,959	\$ 36,178,373	\$ 32,169,403	\$ 34,381,719	\$ 36,639,866	\$ 40,473,875
Infrastructure & Environmental Services	\$ 26,080,083	\$ 33,122,512	\$ 33,722,482	\$ 35,096,342	\$ 45,674,768	\$ 44,542,274
Community & Econ Dev.***	\$ 8,616,219	\$ 5,362,096	\$ 6,142,997	\$ 6,607,343	\$ 7,837,049	\$ 8,069,824
Allocated reserve**	\$ 16,895,914	\$ 17,120,519	\$ 17,269,217	\$ 32,623,773	\$ 51,103,813	\$ 72,248,484
Unallocated reserve	\$ 44,158,434	\$ 46,377,882	\$ 47,720,157	\$ 44,907,381	\$ 48,543,170	\$ 52,496,261
Capital	\$ -	\$ 8,935,036	\$ -	\$ 8,473,853	\$ 17,360,308	\$ -
Debt Service	\$ 37,948,524	\$ 37,866,451	\$ 38,301,775	\$ 40,482,340	\$ 42,494,241	\$ 44,107,495
Interest	\$ 26,513,507	\$ 25,897,426	\$ 24,168,201	\$ 22,988,935	\$ 21,810,337	\$ 24,727,374
General Fund	\$ 303,794,476	\$ 322,883,952	\$ 336,887,005	\$ 361,882,212	\$ 400,764,006	\$ 436,800,165
All Funds	\$ 449,464,450	\$ 486,229,317	\$ 494,380,840	\$ 542,395,332	\$ 620,844,481	\$ 663,650,517

FS

VS# 32

**TRAVIS COUNTY COMMISSIONER'S COURT
AGENDA REQUEST**

Please consider the following item for Voting Session on: 6/03/08

I. A. Request made by: Sheriff Greg Hamilton - ^{GH}TCSO Phone No. 854-4924

B. Requested Text:
Consider and approve

1. **Contract modification and extension of contract 696-PD-0-1-L-L0306 M-008 Travis County between the Texas Department of Criminal Justice and Travis County for the housing of Releasees for the 2008-2009 contract term.**

C. Approved by: _____
Signature of Commissioner or Judge

II. A. Is backup material attached*: **Yes** No

*Any backup material to be presented to the court must be submitted with this Agenda Request (Original and eight copies).

B. Have the agencies affected by this request been invited to attend the work session? **Yes**
No

Please list those contacted and their phone numbers:

William Derryberry - Planning and Budget
Carolyn Damron - Auditor's Office
James Connolly -County Attorney's Office
Cyd Grimes - Purchasing

III. **PERSONNEL**
_____ A change in your department's personnel (reclass, etc.).

IV. **BUDGET REQUEST:**
If your request involves funding for your department please check:

_____ Additional funding for your department

_____ Transfer of funds within your department budget

_____ A change in your department's personnel

The County Human Resources Department (854-9165) and / or the Budget and Research Office (854-9106) must be notified before submission of this agenda request.



James N Sylvester
Chief Deputy

GREG HAMILTON
TRAVIS COUNTY SHERIFF

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

DARREN LONG
Major - Corrections


SCOTT BURROUGHS
Major - Law Enforcement

MARK SAWA
Major - Administration & Support

May 19, 2008

MEMORANDUM

TO: Honorable Sam Biscoe, County Judge
Honorable Ron Davis, Commissioner, Precinct 1
Honorable Sarah Eckhardt, Commissioner, Precinct 2
Honorable Gerald Daugherty, Commissioner, Precinct 3
Honorable Margaret Gomez, Commissioner, Precinct 4

FROM: Michael G Hemby 783, Research and Planning 

SUBJECT: TDCJ Releasee Housing Contract Amendment 2008-2009
Contract 696-PD-0-1-L0306 Modification M-008

Attached is this year's contract extension between Travis County and the Texas Department of Criminal Justice for the housing of program releases at the Del Valle Correctional Complex.

This amendment will extend the current contract though August 31st, 2009.

Currently, Travis County houses an average of seven TDCJ subjects per month. Anticipated revenue is set at \$131,000 for FY 08/09 with reimbursement for this time period is set not to exceed \$262,800 per the contract terms.

This renewal contract caps our housing of said inmates to not exceed 16. The contract also covers mileage reimbursement to the county for any transport of these individuals should it be necessary.

Your support and approval of this contract renewal is appreciated. If you have any questions, please feel free to contact my office at 854-4924.

CC. File



Texas Department of Criminal Justice

Brad Livingston
Executive Director

April 30, 2008

Michael G. Hemby
Travis County Sheriff's Office
501 W. 11th Street
Austin, Texas 78701

RE: Releasee Housing Agreement – Travis County – Contract No. 696-PD-0-1-L0306, M-008

Dear Mr. Hemby:

Enclosed are three originals of the above referenced modification. Please sign all three originals and return all three originals to my attention at:

TDCJ – Contracts and Procurement
Contracts Branch
Attn: Cheryl Cowart
Two Financial Plaza, Suite 525
Huntsville, Texas 77340

It is imperative I receive these modifications as soon as possible. I will provide your office with a signed original of this contract modification once all required signatures are obtained. If you have any questions, please feel free to contact me at (936) 437-7129.

Respectfully,

A handwritten signature in black ink, appearing to read "Jennifer Gaines". The signature is written in a cursive style with a large initial "J" and a long horizontal stroke.

Jennifer Gaines, CTPM
Contract Administrator

Enclosures

MODIFICATION OF CONTRACT			Page of	Pages
			1	1
1A. Contract No. 696-PD-0-1-L0306 Travis County	1B. Order No. (PO, JO, SA)	2. Modification No. M-008	3. Effective Date September 1, 2008	
4. Issued By: Texas Department of Criminal Justice Contracts and Procurement, Client Services and Governmental Contracts Branch Two Financial Plaza, Suite 525 Huntsville, Texas 77340		5. Name and Address of Contractor (No., street, city, state & ZIP code) Travis County P.O. Box 1748 Austin, Texas 78767		
6. BILATERAL MODIFICATION ISSUED PURSUANT TO AUTHORITY UNDER: Article V, Term of Agreement, Section 5.1 and Article IX, Miscellaneous, Section 9.1				
7. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 3 ORIGINALS TO THE ISSUING OFFICE.				
8. PURPOSE OF MODIFICATION: Extend Contract for FY09.				
9. DESCRIPTION OF MODIFICATION: A. Extend the Contract for one year, September 1, 2008 through August 31, 2009; B. Revise page 1 of the Contract to reflect the Contract Term is 09/01/08 through 8/31/09; C. Revise page 1 of the Contract to reflect the Not to Exceed amount for the Budget Term of September 1, 2008 through August 31, 2009 is \$262,800.00; and D. Revise Article V, Term of Agreement, Section 5.1, to reflect the term of September 1, 2008 through August 31, 2009.				
except as provided herein, all terms and conditions of the contract referenced above, as hereto changed, remain unchanged and in full force and effect.				
9A. Name and Title of Authorized Representative (Type or Print) Samuel T. Biscoe Travis County Judge		9B. Travis County _____ (Signature of Authorized Representative)		9C. Date Signed
10A. Name and Title of Authorized Representative (Type or Print) Charles Marsh Chief Financial Officer		10B. Texas Department of Criminal Justice _____ (Signature of Authorized Representative)		10C. Date Signed

Travis County Commissioners' Court Agenda Request

Meeting Date: June 3, 2008

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

B. Specific Agenda Wording:

CONSIDER AND TAKE APPROPRIATE ACTION ON REQUESTS FROM THE TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 10 AND THE TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 14 TO EXTEND THE DEADLINE TO FILE THEIR 2007 AUDIT WITH THE TRAVIS COUNTY COMMISSIONERS COURT UNTIL JULY 1, 2008.

C. Sponsor: _____
County Commissioner or County Judge

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

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

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

- Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

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

RECEIVED
COUNTY JUDGE'S OFFICE
08 MAY 29 PM 2:49

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

BURNS ANDERSON JURY & BRENNER, L.L.P.

Attorneys and Counselors of Law

A Limited Liability Partnership which includes Professional Corporations

Telephone: 512/338-5322
Facsimile: 512/338-5363

From the Desk of:
KEN CAMPBELL
kcampbell@bajb.com

May 19, 2008

The Honorable Samuel T. Biscoe
Travis County Judge
P. O. Box 1748
Austin, Texas 78767-1748

RE: Travis County Emergency Services District No. 10
Texas Health & Safety Code § 775.082
Our File No.: 019.12867

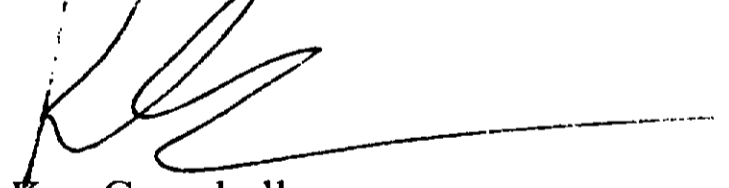
Dear Judge Biscoe:

Per the above statute, the District hereby requests an extension to July 1, 2008 to file its 2007 audit with the Travis County Commissioners Court.

Please call if you have any questions.

Sincerely,

BURNS ANDERSON JURY & BRENNER, L.L.P.


Ken Campbell
KPC/

cc: Board of Commissioners
Travis County Emergency
Services District No. 10
353 South Commons Ford Road
Austin, Texas 78733

08 MAY 21 AM 11:24
COUNTY RECEIVED
JUDGES OFFICE

BURNS ANDERSON JURY & BRENNER, L.L.P.

Attorneys and Counselors of Law

A Limited Liability Partnership which includes Professional Corporations

Telephone: 512/338-5322
Facsimile: 512/338-5363

From the Desk of:
KEN CAMPBELL
kcampbell@bajb.com

May 16, 2008

The Honorable Samuel T. Biscoe
Travis County Judge
P. O. Box 1748
Austin, Texas 78767-1748

RE: Travis County Emergency Services District No. 14
Texas Health & Safety Code § 775.082
Our File No.: 019.13333


Dear Judge Biscoe:

Per the above statute, the District hereby requests an extension to July 1, 2007 to file its 2007 audit with the Travis County Commissioners Court.

Please call if you have any questions.

Sincerely,

BURNS ANDERSON JURY & BRENNER, L.L.P.


Ken Campbell
KPC/

cc: Board of Emergency
Services Commissioners
Travis County Emergency
Services District No. 14
15406 FM 2769
Volente, Texas 78641

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COUNTY JUDGES COURT
08 MAY 19 AM 11:21

§ 775.082. AUDIT OF DISTRICT IN LESS POPULOUS COUNTIES.

(a) The county auditor of a county that contains any part of the district shall have access to the books, records, officials, and assets of the district.

(b) A district shall prepare and file with the commissioners court of each county that contains any part of the district on or before June 1 of each year an audit report of the district's fiscal accounts and records. The audit shall be performed and the report shall be prepared at the expense of the district. The county auditor, with the approval of the commissioners court, shall adopt rules relating to the format of the audit and report. If a district is located in more than one county, the county auditors, with the approval of the commissioners court of each county in which the district is located, shall adopt uniform rules relating to the format of the audit and report.

(c) The person who performs the audit and issues the report must be an independent certified public accountant or firm of certified public accountants licensed in this state, unless the commissioners court by order requires the audit to be performed by the county auditor at least 120 days before the end of the district's fiscal year.

(d) The commissioners court, on application made to the commissioners court by the district, may extend up to an additional 30 days the deadline for filing the audit report.

(e) If the district fails to complete and file the audit report within the time provided by Subsection (b) or (d), the commissioners court may order the county auditor to perform the audit and issue the report. If a district is located in more than one county, the commissioners court of each county in which the district is located shall designate by joint order a county auditor of one of the counties to perform the audit and issue the report.

(f) The district shall pay all costs incurred by the county auditor to perform an audit and issue the report required by this section, unless otherwise ordered by the commissioners court or by joint order of the commissioners courts, if the district is located in more than one county.

(g) This section does not apply to a district located wholly in a county with a population of more than three million.

Added by Acts 1993, 73rd Leg., ch. 195, § 2, eff. Sept. 1, 1993.

Amended by Acts 1997, 75th Leg., ch. 392, § 5, eff. Sept. 1, 1997.

Amended by:

Acts 2005, 79th Leg., Ch. 120, § 2, eff. September 1, 2005.

Acts 2007, 80th Leg., R.S., Ch. 899, § 6, eff. September 1, 2007.

Acts 2007, 80th Leg., R.S., Ch. 899, § 7, eff. September 1, 2007.

§ 775.0825. AUDIT OF DISTRICT IN CERTAIN POPULOUS COUNTIES. (a) This section applies only to a district located wholly in a county with a population of more than three million.

(b) A district shall prepare on or before July 1 of each year an audit of the district's fiscal accounts and records.

(c) The audit shall be performed and the report shall be prepared at the expense of the district.

(d) The audit shall be available for review and inspection at the administrative office of the district.

(e) A copy of the audit shall be filed with the clerk of the county commissioner's court within 30 days after receipt by the board.

Added by Acts 2007, 80th Leg., R.S., Ch. 899, § 8, eff. September 1, 2007.

§ 775.083. ANNUAL REPORT. (a) On or before January

1

of each year, a district shall file with the Office of Rural Community Affairs an annual report that includes the following:

- (1) the district's name;
- (2) the name of each county in which the district is located;
- (3) the district's business address;
- (4) the name, mailing address, and term of office of each commissioner;
- (5) the name, mailing address, and term of office of the district's general manager, executive director, and fire chief;
- (6) the name of each legal counsel or other consultant for the district; and
- (7) the district's annual budget and tax rate for the preceding fiscal year.

(b) The Office of Rural Community Affairs may not charge a fee for filing the report.

(c) The Office of Rural Community Affairs shall develop and maintain an Internet-based system that enables:

- (1) a district to securely file the report and update the district's information; and
- (2) the public to view, in a searchable format, the reports filed by districts under this section.

(d) If the information included in a district's annual report changes, the district shall update the district's information using the Internet-based system before the end of the calendar quarter in which the district's information changes.

Added by Acts 1997, 75th Leg., ch. 392, § 6, eff. Sept. 1, 1997.

Amended by Acts 2003, 78th Leg., ch. 235, § 9, eff. Sept. 1, 2003.

35 ✓

Travis County Commissioners Court Agenda Request

Voting Session: 06/03/2008

Working Session: 06/03/2008

A. **Request made by:** County Attorney Gary Duncan Martin, 854-9510
Assistant County Attorney

Gary Duncan Martin
Signature

Requested Text: Consultation with and receive advice from the County Attorney concerning the McKinney Falls Parkway Road Improvement Project and the condemnation of Parcels No. 6 and No. 6E owned by RKS Texas Investments, LP, a Texas Limited Partnership, and take any appropriate action.

(Gieselman; Condemnation). (Requested by the County Attorney)

Executive session pursuant to TEX. GOV'T. CODE ANN SECTION 551.071 & 551.072.

C. **Approved by:** _____
Signature of Commissioner(s) or County Judge

- Backup memoranda and exhibits are attached and submitted with this Agenda Request (Original and eight copies)
- List of all agencies/officials and telephone numbers that are affected or involved with this request.

Send a copy of this Agenda Request and backup to them:

- Gary Duncan Martin : 4-9510 County Attorney's Office
- Joe Gieselman : 4-9383 TNR
- Gregory Chico : 4-4659 TNR
- Dee Heap : 4-7647 TNR
- Chiddi N'Jie : 4-7585 TNR
- Steve Sun : 4-9383 TNR

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COUNTY JUDGE'S OFFICE
08 MAY 22 PM 3:24

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

RECEIVED
COUNTY JUDGE'S OFFICE

EXECUTIVE SESSION

08 MAY 27 AM 9:48

Travis County Commissioners Court Agenda Request

Voting Session 6/3/08
(Date)

Work Session _____
(Date)

I. A. Request made by: Joseph P. Gieselman, TNR Phone # 854-9383
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

B. Requested Text:

**Consider and take appropriate action on a counter-offer from Texas
Twenty, Ltd. for the sale of parcel #2 needed as right-of-way in the 2005
Bond Program, Slaughter Lane East Roadway Improvement Project,
located in Precinct Four. (Executive Session 1 & 2)**

C. Approved by: _____
Commissioner Margaret Gómez, Precinct 4

II. A. Backup memorandum and exhibits should be attached and submitted with this
Agenda Request (original and eight (8) copies of agenda request and backup).

B. Please list all of the agencies or officials names and telephone numbers that might be
affected or be involved with the request. Send a copy of the Agenda Request and
backup to them:

- | | | | |
|---------------------------------|-----------------|----------------------------------|-----------------|
| <u>Joseph P. Gieselman, TNR</u> | <u>854-9383</u> | <u>Mo Mortazavi, P.E., TNR</u> | <u>854-9383</u> |
| <u>Steve Manilla, P.E., TNR</u> | <u>854-9429</u> | <u>Greg Chico, TNR</u> | <u>854-4659</u> |
| <u>Steve Sun, P.E., TNR</u> | <u>854-9383</u> | <u>Donna Williams-Jones, TNR</u> | <u>854-9383</u> |

III. Required Authorizations: Please check if applicable:

- Planning and Budget Office (854-9106)
- Additional funding for any department or for any purpose
- Transfer of existing funds within or between any line item budget
- Grant
- Human Resources Department (854-9165)
- A change in your department's personnel (reclassifications, etc.)
- Purchasing Office (854-9700)
- Bid, Purchase Contract, Request for Proposal, Procurement
- County Attorney's Office (854-9415)
- Contract, Agreement, Policy & Procedure

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

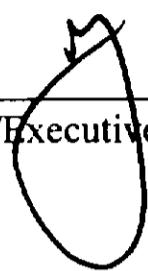


08 MAY 27 AM 9:48 Travis County Commissioners Court Agenda Request

Voting Session 6/3/08
(Date)

Work Session _____
(Date)

I. A. Request made by: Joseph P. Gieselman, TNR Phone # 854-9383
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney



B. Requested Text:

Consider and take appropriate action on a counter-offer for the sale of twelve (12) parcels of real property and / or easement interests needed for right-of-way in the 2005 Bond Program, Howard Lane East (I) Roadway Improvement Project, located in Precinct One. (Executive Session 1 & 2)

C. Approved by: _____
Commissioner Ron Davis, Precinct 1

II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (original and eight (8) copies of agenda request and backup).

B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request. Send a copy of the Agenda Request and backup to them:

<u>Joseph P. Gieselman, TNR</u>	<u>854-9383</u>	<u>Donna Williams-Jones, TNR</u>	<u>854-9383</u>
<u>Steve Manilla, P.E., TNR</u>	<u>854-9429</u>	<u>John Hille, Asst. CA</u>	<u>854-9513</u>
<u>Greg Chico, TNR</u>	<u>854-4659</u>	<u>Chris Gilmore, Asst. CA</u>	<u>854-9513</u>
<u>Dee Heap, TNR</u>	<u>854-9383</u>		

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

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

County Attorney's Office (854-9415)

- X Contract, Agreement, Policy & Procedure

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

RECEIVED
COUNTY JUDGE'S OFFICE

38 ✓

Travis County Commissioners Court Agenda Request AM 10: 53

Voting Session 06/03/08
(Date)

Work Session 06/03/08
(Date)

ANN

I. A. Request made by: COUNTY ATTORNEY –Anthony J. Nelson Phone # 854-9513
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

B. Requested Text: RECEIVE BRIEFING FROM COUNTY ATTORNEY AND/OR TAKE APPROPRIATE ACTION CONCERNING THE EXTENSION OF ADMINISTRATIVE LEAVE WITH PAY FOR STARFLIGHT EMPLOYEE, SLOT 7. PURSUANT TO TEX. GOV'T CODE ANN. 551.071 and 551.074.

C. Approved by:

Signature of Commissioner(s) or County Judge

II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (Original and eight copies of agenda request and backup).

B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request. Send a copy of this Agenda Request and backup to them:

Danny Hobby

854-6463

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (473-9106)

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

Human Resources Department (473-9165)

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

Purchasing Office (473-9700)

- Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (473-9415)

- Contract, Agreement, Policy & Procedure

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

C2

Travis County Commissioners Court Agenda Request

Voting Session 6/3/2008

Work Session _____

I. A. Request made by: Joseph P. Gieselman ✓ Phone # 854-9383
Executive Manager, TNR

B. Requested Text: Approve setting a public hearing date on June 17, 2008 to receive comments regarding request for proposed street name assignment for an unnamed private access easement off Haynie Flat Road to "Haynie Creek Lane", Precinct 3.

C. Approved by: _____
Commissioner Gerald Daugherty, Precinct Three

II. A. Is backup material attached*: Yes X No _____
*Any backup material to be presented to the court must be submitted with this Agenda Request (original and 8 copies).

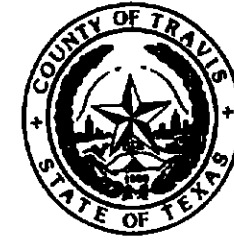
B. Have the agencies affected by this request been invited to attend the Work Session?
Yes X No _____ Please list those contacted and their phone numbers:

Austin American Statesman
Gayla Dembkowski - 854-9383 Jaime Garcia - Sign Shop
Don Ward - 854-9383 Steve Clamons - fax 974-3337

III. Required Authorizations: Please check if applicable:

- Planning and Budget Office (854-9106)
- Additional funding for any department or for any purpose
- Transfer of existing funds within or between any line item budget
- Grant
- Human Resources Department (854-9165)
- A change in your department's personnel (reclassifications, etc.)
- Purchasing Office (854-9700)
- Bid, Purchase Contract, Request for Proposal, Procurement
- County Attorney's Office (854-9415)
- Contract, Agreement, Policy & Procedure

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



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
(512) 473-9383
FAX (512) 473-9436

May 22, 2008

MEMORANDUM

TO: Members of the Commissioners Court

FROM: Joseph P. Gieselman, TNR Executive Manager

SUBJECT: Approve setting a public hearing date on June 17, 2008 to receive comments regarding request for proposed street name assignment for an unnamed private access easement off Haynie Flat Road to "Haynie Creek Lane", Precinct 3.

Summary and Staff Recommendation:

The Travis County Address Coordinating Committee was petitioned by several property owners for a street name assignment so they may be issued a 9-1-1 location address for emergency response and other deliveries. All property owners are in favor of this street name assignment.

The street name assignment does not imply Travis County maintenance in any way. The street sign will be the responsibility of the property owners.

Staff recommends approval of this street name assignment, which has been cleared through 911 Addressing staff. We are requesting a public hearing date of June 17, 2008 pursuant of this street name assignment.

Issues:

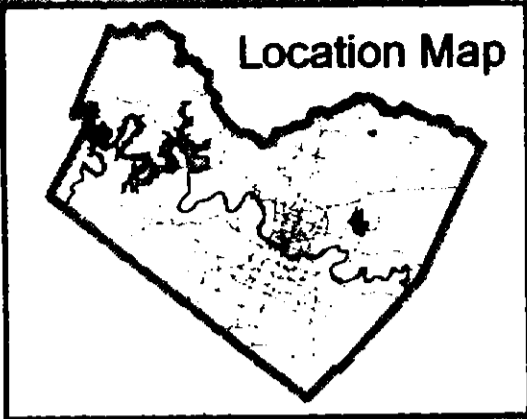
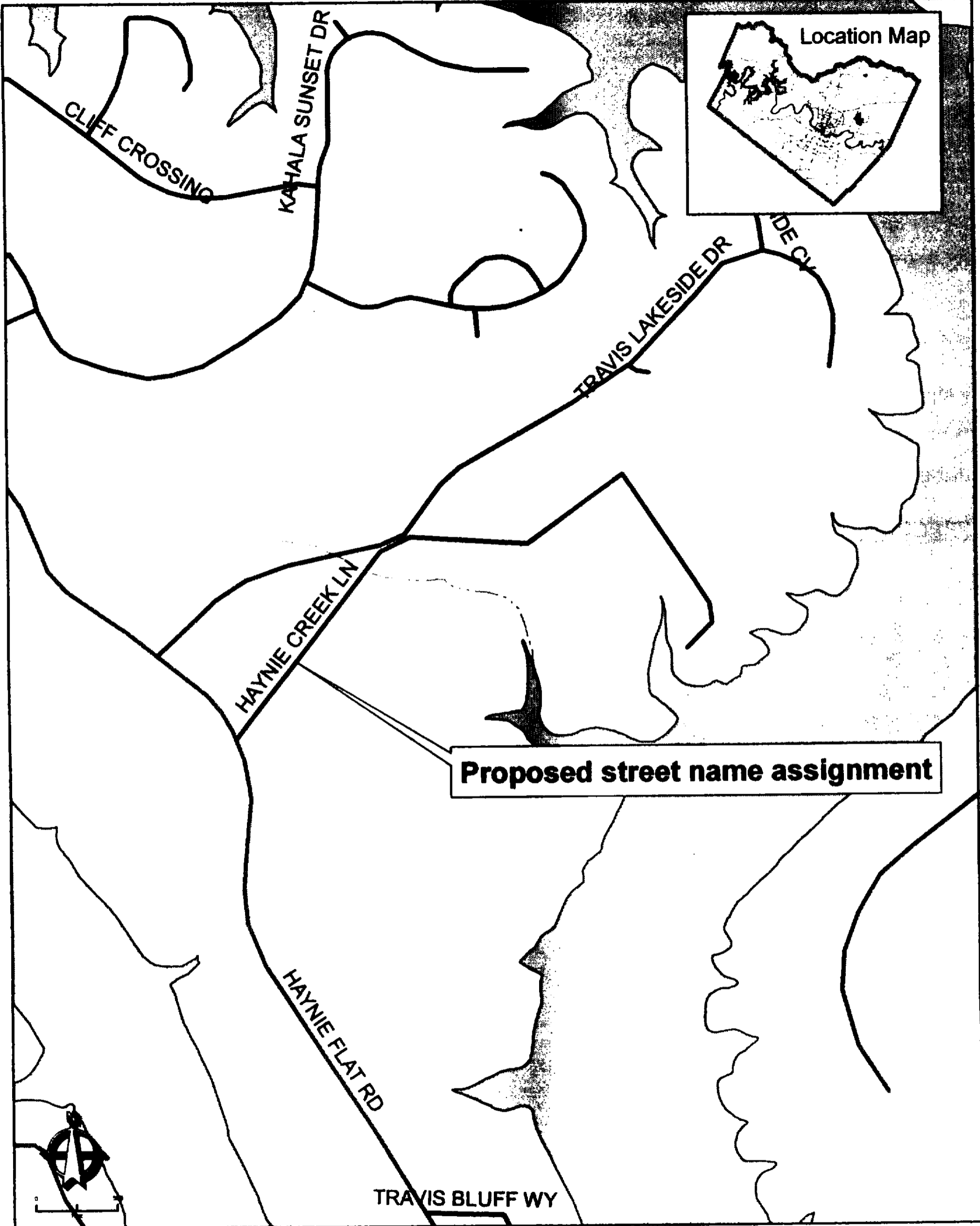
None

Exhibits:

Map

CJ;gd

4100 Haynie Creek Lane



Proposed street name assignment



Date Source(s) Roads - Travis County Files 2/2008, Jurisdiction - Travis County Files 2/2008
 Subdivisions - Travis County Files 5/2008.

Proposed Haynie Creek Lane



Travis County
 Transportation &
 Natural Resources
 5/22/2008

STATE OF TEXAS

§
§
§

COUNTY OF TRAVIS

ORDER NO.

WHEREAS, the Travis County Address Coordinating Committee has determined a need for a street name assignment; and

WHEREAS, the property owners signed a petition for the street name; and

WHEREAS, a public hearing was held on June 17, 2008, pursuant to the street name assignment; then

BE IT THEREFORE ORDERED by the Commissioners' Court of Travis County, Texas, that the access easement be named as follows:

PRECINCT THREE:

UNNAMED EASEMENT TO

“HAYNIE CREEK LANE”

PASSED AND ADOPTED THE _____ DAY OF _____, 2008.

SAMUEL T. BISCOE, COUNTY JUDGE

RON DAVIS,
COMMISSIONER, PCT. ONE

SARAH ECKHARDT,
COMMISSIONER, PCT. TWO

GERALD DAUGHERTY,
COMMISSIONER, PCT. THREE

MARGARET GOMEZ
COMMISSIONER, PCT. FOUR

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT THE COMMISSIONERS' COURT OF TRAVIS COUNTY, TEXAS WILL HOLD A PUBLIC HEARING ON TUESDAY, JUNE 17, 2008 AT 9:00 A.M. PURSUANT TO THE REQUEST FOR A STREET NAME ASSIGNMENT.

THIS ROAD IS OFF HAYNIE FLAT ROAD TO BE KNOWN AS "HAYNIE CREEK LANE".

A PUBLIC HEARING WILL BE HELD IN THE COMMISSIONERS' COURTROOM, TRAVIS COUNTY ADMINISTRATION BUILDING, 314 WEST 11TH STREET, FIRST FLOOR, AUSTIN, TEXAS.

FOR FURTHER INFORMATION ON THIS STREET NAME ASSIGNMENT PLEASE CALL 854-9383.

WS # _____

VS # C3

TRAVIS COUNTY COMMISSIONERS' COURT AGENDA REQUEST

Work Session _____

Voting Session 06/03/08

I. A. Request made by: Joseph P. Gieselman, Executive Manager Phone # 854-9383

B. Requested Text:

Approve setting a Public Hearing on June 24, 2008 to receive comments regarding a request to authorize the filing of an instrument to vacate two 5' public utility easements located along either side of the common lot line of Lots 262 & 263 of Apache Shores, 1st Installment – a subdivision in Travis County, Precinct 3.

C. Approved by: _____
Commissioner Gerald Daugherty, Precinct Three

II. A. Is backup material attached*: Yes X No _____
*Any backup material to be presented to the court must be submitted with this Agenda
Request – 1 original and 8 copies

B. Have the agencies affected by this request been invited to attend?
Yes X No _____ Please list those contacted and their phone number

AB John Hille - 854-9415 Austin American-Statesman
Anna Bowlin - 854-9383 Joe Arriaga - 854-9383

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

IV. BUDGET REQUESTS
If your request involves any of the following please check appropriately:

- ____ Additional funding for your department
- ____ Transfer of funds within your department budget
- ____ A change in your department's personnel

The County Personnel (473-9165) and/or the Budget and Research Office (473-9171) must be notified prior to submission of this agenda request.

AGENDA REQUEST DEADLINES

All Agenda Requests and supporting materials must be submitted to the County Judge's Office in writing by 5:00 p.m. on Tuesdays for the next week's meeting.



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

MEMORANDUM

DATE: May 21, 2008

TO: Members of the Commissioners' Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM: Anna Bowlin, Division Director – Development Services

SUBJECT: Approve setting a Public Hearing on June 24, 2008 to receive comments regarding a request to authorize the filing of an instrument to vacate two 5' public utility easements located along either side of the common lot line of Lots 262 & 263 of Apache Shores, 1st Installment – a subdivision in Travis County, Precinct 3.

Summary and Staff Recommendation:

TNR has received a request to vacate two 5' public utility easements (PUE). The PUEs to be vacated are located along the common lot line of Lots 262 & 263 of Apache Shores, 1st Installment. These two lots front on Great Eagle Trail, a street not considered maintained by Travis County. The purpose for this vacation is so that the already existing house is not encroaching on the PUEs. The existing house is located directly over the common lot line.

The utility companies operating in the area have stated that they have no need for the easements that are to be vacated. TNR recommends the vacation of these easements as described in the attached Order of Vacation and as shown on the attached field notes and sketch.

Budgetary and Fiscal Impact:

None.

Issues and Opportunities:

Travis County has no need for these easements and would not benefit from vacating or not vacating. It has been the responsibility of the applicant to contact the utility companies operating in the area. Travis County has relied on the utility companies to decide if the easements need to be retained for the surrounding property owners. At the time of the submittal the applicant stated that he foresees no reason for opposition to this vacation.

Required Authorizations:

All responding utility companies known to be serving this area have stated that they have no need to retain the easements as described in the attached field notes and sketch. Also, even though not an official requirement of Travis County, we have requested that the constituent contact their HOA in regards to this vacation. The constituent is in the process of doing so at the time of this submittal.

Exhibits:

Order of Vacation

Letter of Request

Field Notes and Sketch

Statements from utility companies (4)

Maps (4)

PS:AB:ps

1105 Great Eagle Trail

08-PUE-03

ORDER OF VACATION

STATE OF TEXAS §

COUNTY OF TRAVIS §

WHEREAS, the property owner requests the vacation of two 5' public utility easements centered along the common lot line of Lots 262 & 263 of Apache Shores, 1st Installment as recorded in Volume 43, Page 29 of the Plat Records of Travis County, Texas, so that the already existing house is not encroaching on the two public utility easements; and

WHEREAS, utility providers serving the area have indicated that they have no need for the two 5' public utility easements requested to be vacated as described in the attached field notes and sketch; and

WHEREAS, the Travis County Transportation and Natural Resources Department recommends the vacation of the two 5' public utility easements as described in the attached field notes and sketch; and

WHEREAS, the required public notice was posted and the Travis County Commissioners Court held a public hearing on June 24, 2008 to consider the proposed action; and

NOW, THEREFORE, by unanimous vote, the Commissioners Court of Travis County, Texas, orders that the two 5' public utility easements located along the common lot line of Lots 262 & 263 within Apache Shores, 1st Installment, as shown on the attached sketch and described in the attached field notes, are hereby vacated.

ORDERED THIS THE _____ DAY OF _____ 2008.

SAMUEL T. BISCOE, COUNTY JUDGE

COMMISSIONER RON DAVIS
PRECINCT ONE

COMMISSIONER SARAH ECKHARDT
PRECINCT TWO

COMMISSIONER GERALD DAUGHERTY
PRECINCT THREE

COMMISSIONER MARGARET GOMEZ
PRECINCT FOUR



May 2, 2008

Transportation and Natural Resources
411 W 13th Street
Executive Office Building, 11th Floor
Austin, TX

RE: Vacating Public Utility Easement at 14615 Great Eagle Tr, Austin, TX
78734

Please consider this letter as our formal request to vacate the PUE that runs between the 2 lots that our home is located on. The PUE we wish to have vacated runs through the middle of our house. This easement would make it very difficult to sell if we ever should desire and it is unsettling just knowing it is there.

Legal Description: Lot 262 & 263 Apache Shores First Installment
Address: 14615 Great Eagle Tr., Austin, TX 78734
Phone Number: 512 914-1774

With this letter I have included:

- Easement Vacation survey
- Easement Vacation Field Notes
- Property Survey
- Release of Easement forms from:
SBC Texas/AT&T
Travis County WCID #17
Time Warner Cable
Austin Energy

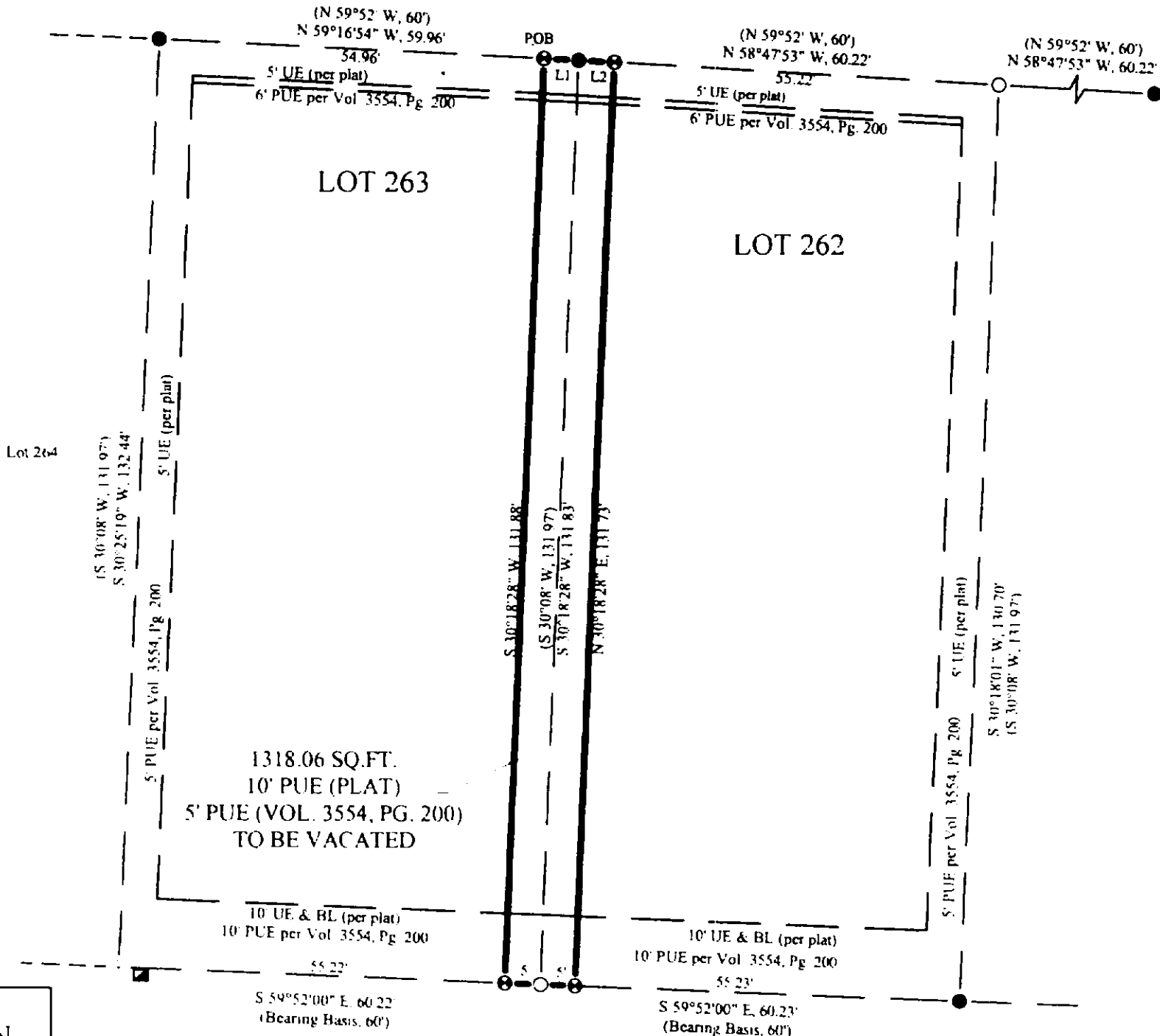
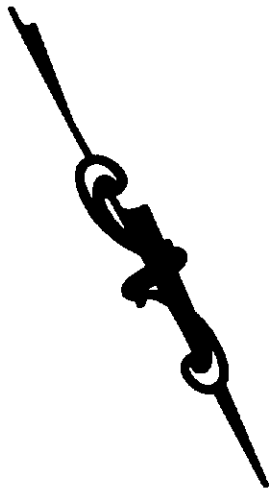
Thank you,

Marilyn Hammond

Barton Hammond

EASEMENT VACATION

Lenoir M. Josey, Inc.
Vol. 1991, Pg. 372
(per plat)



L1 = N 59°16'54" W, 5.00'
L2 = N 58°47'53" W, 5.00'

LEGEND

- CALCULATED POINT
- 1/2" IRON PIPE FOUND
- 1/2" ROD FOUND
- 1/2" ROD SET
- UE UTILITY ESMT
- PUE PUBLIC UTILITY ESMT
- () RECORD INFORMATION

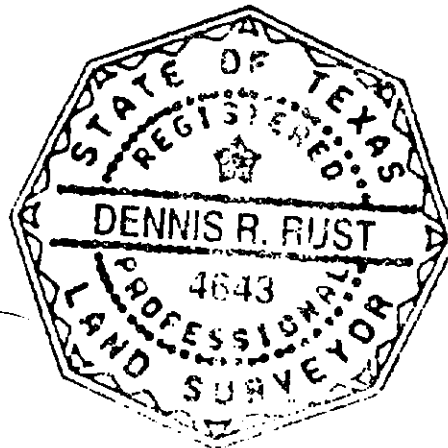
10' PUE AND UE VACATION
14615 GREAT EAGLE TRAIL
LOTS 262-263
APACHE SHORES FIRST
INSTALLMENT
AUSTIN, TRAVIS
COUNTY, TEXAS
VOLUME 43, PAGE 29

SURVEY DATE	APRIL 22, 2008	
JOB NO	A0418408	
CALC BY	JEREMY WARREN	04 22 2008
DRAWN BY	JEREMY WARREN	04 22 2008
CHECKED BY	JEREMY WARREN	04 22 2008
RPLS CHECK	DENNIS RUST	04 22 2008

ALLSTAR
Land Surveying

9020 ANDERSON MILL RD
AUSTIN, TEXAS 78729
(512) 249-8149 PHONE
(512) 331-5217 FAX
WWW.ALLSTARLANDSURVEYING.COM

Dennis R. Rust

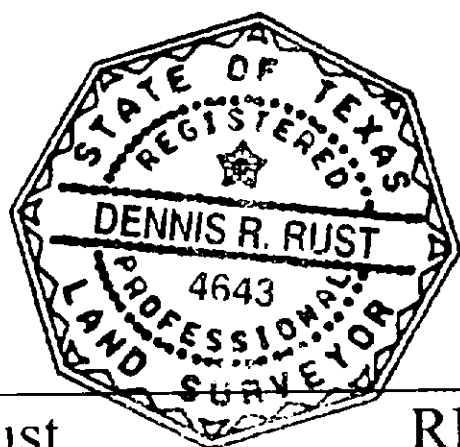
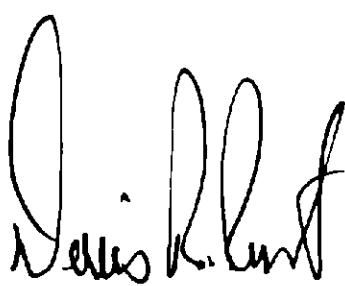


GREAT EAGLE TRAIL
(50' ROW)

EXHIBIT "A"
EASEMENT VACATION
FIELD NOTES
4-22-2008

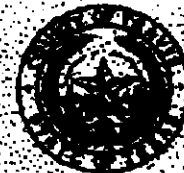
Being a tract or parcel of land situated in Travis County, Texas, and being a part of Lot 262 and Lot 263, APACHE SHORES FIRST INSTALLMENT, a recorded addition to said County, a plat of same being recorded in Volume 43, Page 29, Plat Records of Travis County, Texas, said property being a 10 Public Utility Easement, 5 foot on Lot 262 and 5 foot on Lot 263, said easement being more particularly described as follows:

BEGINNING at a point for corner on the north line of Lot 263, said corner bears S59°16'54"E a distance of 5.00 feet from the southwest corner of Lot 263 and the southeast corner of Lot 262; THENCE N59°16'54"W and with the south line of Lot 263 a distance of 5.00 feet to a ½" iron rod found for corner at the southwest corner of Lot 263 and the southeast corner of Lot 262; THENCE N58°47'53"W and with the south line of Lot 262 a distance of 5.00 feet to a point for corner, corner being the southwest corner this tract of land; THENCE N30°18'28"E a distance of 131.73 feet to a point for corner on the south right-of-way line of Great Eagle Trail a 50 foot public road; THENCE S59°52'00"E and with the south right-of-way line of Great Eagle Trail a distance of 10.00 feet to a point for corner, corner being the northeast corner of this tract of land; THENCE S30°18'28"W a distance of 131.88 feet to return to the Place of Beginning and containing 1318.06 square feet of land.



Dennis R. Rust

RPLS # 4643



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
(512) 854-9383
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 14615 Great Eagle Tr, Austin, TX 78734 (address) and/or Lot 262 & 263 Apache Shores First Installment (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.

Signature
JUDITH E. FOWLER
Printed Name
DISTRIBUTION PROCESS
Title
MANAGER
AUSTIN ENERGY
Utility Company of District
4-14-08
Date

Please return this completed form to:

Marilyn Hammond
14615 Great Eagle Tr
Austin, TX 78734
(512) 914-1774

M:\ADMIN\ACE\PERMITS\FORMS\STMT.WPD
11/27/01 pcc

Revised



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
(512) 854-9383
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 14615 Great Eagle Tr, Austin, TX 78734 (address) and/or Lot 262 & 263 Apache Shores First Installment (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.

Deborah Gernes
Signature

Printed Name

DEBORAH GERNES

Title

General Manager

Utility Company or District

TRAVIS COUNTY W.C. & I.D. #17

Date 4/03/08

Name

Address

City/State/Zip

**Travis County WCID #17
3812 Eck Lane
Austin, TX 78734**

Please return this completed form to:

Marilyn Hammond
14615 Great Eagle Tr.
Austin, TX 78734
(512) 914-1774



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 15th 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 11615 Great Eagle Tr, Austin, TX 78731 (address) and/or Lot 202 of 263 Apache Shores First Installment (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 Schwimpert
Signature
Laurie Schwimpert
Printed Name
Designer
Title
Time Warner Cable - Central TX
Utility Company or District
April 3, 2008
Date

Please return this completed form to:

Warrington Hammond
11615 Great Eagle Tr
Austin, TX 78731
(512) 854-9383

UTILITY EASEMENT PERMITS FORMS-STATE WPD
11-27-01 p.22

Name

Address

City/State/Zip

**STATE OF TEXAS
COUNTY OF TRAVIS**

RELEASE OF EASEMENT

WHEREAS, the plat of Apache Shores First Installment, Austin, Texas, a subdivision in the County of Travis, of record in Volume 43, Page 29 of the Plat Records of Travis County, Texas, easements of record in Volume 3554, Page 200, and said record reflects a 5 foot PUE on either side of the common lot lines of Lots 262 and 263, of said subdivision, of record in Document 2005037412, Property Records of Travis County, Texas and as applicant requests the release of said easements on said property, said property located at 14615 Great Eagle Trail, AND:

WHEREAS, all utilities are in place within other dedicated easements, and no further need exists for the above easements as reflected on said plat:

NOW, THEREFORE, in consideration of the premises and in order to adjust because of proposed encroachment upon these easements, the undersigned do hereby abandon all right, title and interest in and to these easements, as described, on the above addressed property, in said subdivision..

EXECUTED this 7 day of April, 2008

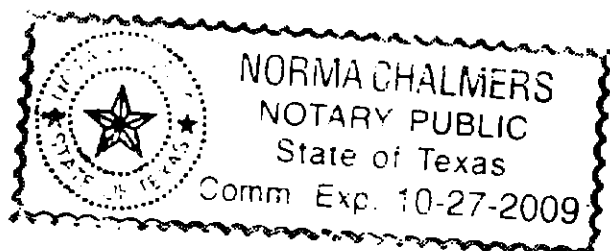

MGR.-ENG. DESIGN

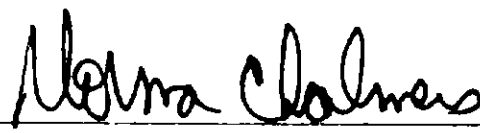
SOUTHWESTERN BELL TELEPHONE, L.P., a Texas limited partnership,
d/b/a AT&T Texas

By: SBC TEXAS, L.L.C.,
a Delaware limited liability company,
its general partner

BEFORE ME, the undersigned authority, on this day personally appeared Philip La Rocca, Manager-Engineering Design, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration there expressed, as the act and deed of **SOUTHWESTERN BELL TELEPHONE COMPANY** and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 7th day of April, 2008




Notary Public, State of Texas
My commission expires 10-27-09

ENCROACHMENT AGREEMENT

Whereas Southwestern Bell Telephone Company, using or entitled to use, under the terms and provisions of our respective franchises with the property owners of Apache Shores First Installment, Austin, Texas, a subdivision in the County of Travis, State of Texas, of record in Volume 43, Page 29, Plat Records of Travis County, Texas, and said record reflects a 10 foot PUE on the front property line of Lots 262 and 263, and a 5 foot PUE on either side of the common side property lines of Lots 261 and 262, of said subdivision, easements of record in Volume 3354, Page 200, Lots of record in Document 2005037412, Property Records of Travis County, Texas, of said subdivision, that portion of this easement, do hereby consent to the encroachment upon said easements, with the requirement that the owner move structure, at owner's expense, to clear said easement should access become necessary:

The address locally known as: 14615 Great Eagle Trail

The request is for: Barton & Marilyn Hammond
14615 Great Eagle Trail
Austin, Texas 78734

SOUTHWESTERN BELL TELEPHONE COMPANY,
a Texas limited partnership,
d/b/a AT&T Texas

By: SBC TEXAS, L.L.C.,
a Delaware limited liability company,
its general partner

By: *[Signature]*

Name: Philip LaRocca

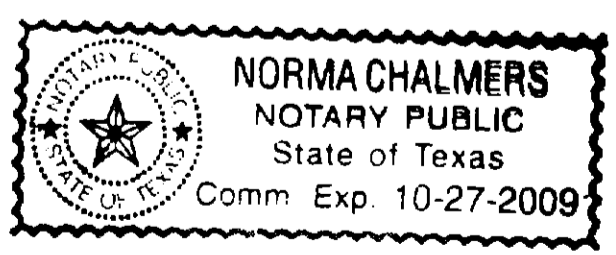
Title: Manager-Engineering Design

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on 7th April, 2008 by Philip La Rocca, Manager, Engineering/Design, SBC, a Delaware limited liability company, as general partner of SOUTHWESTERN BELL TELEPHONE COMPANY, a Texas limited partnership, d/b/a AT&T Texas, on behalf of said limited partnership.

[Signature]
Notary Public by and for
The State of Texas
My commission expires 10-27-2009





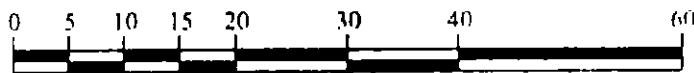
Apache Shores,
 1st Installment
 Lots 262 & 263
 2-5 foot PUE

147755	MAE INC.
4760	4765
4770	4775
4780	4785
4790	4795
4800	4805

SCALE
 1" = 100'

TRAVIS CENTRAL APPRAISAL DISTRICT
 8314 Cross Park Drive
 Austin, Texas 78714
 Internet Address: WWW.TRAVISAD.ORG
 Main Telephone Number: 512-834-1311
 Fax Number: 512-836-8371
 P.O. Box 149012
 Austin, TX 78714
 Appraisal Information: 512-834-1313
 TDD: 512-836-3328

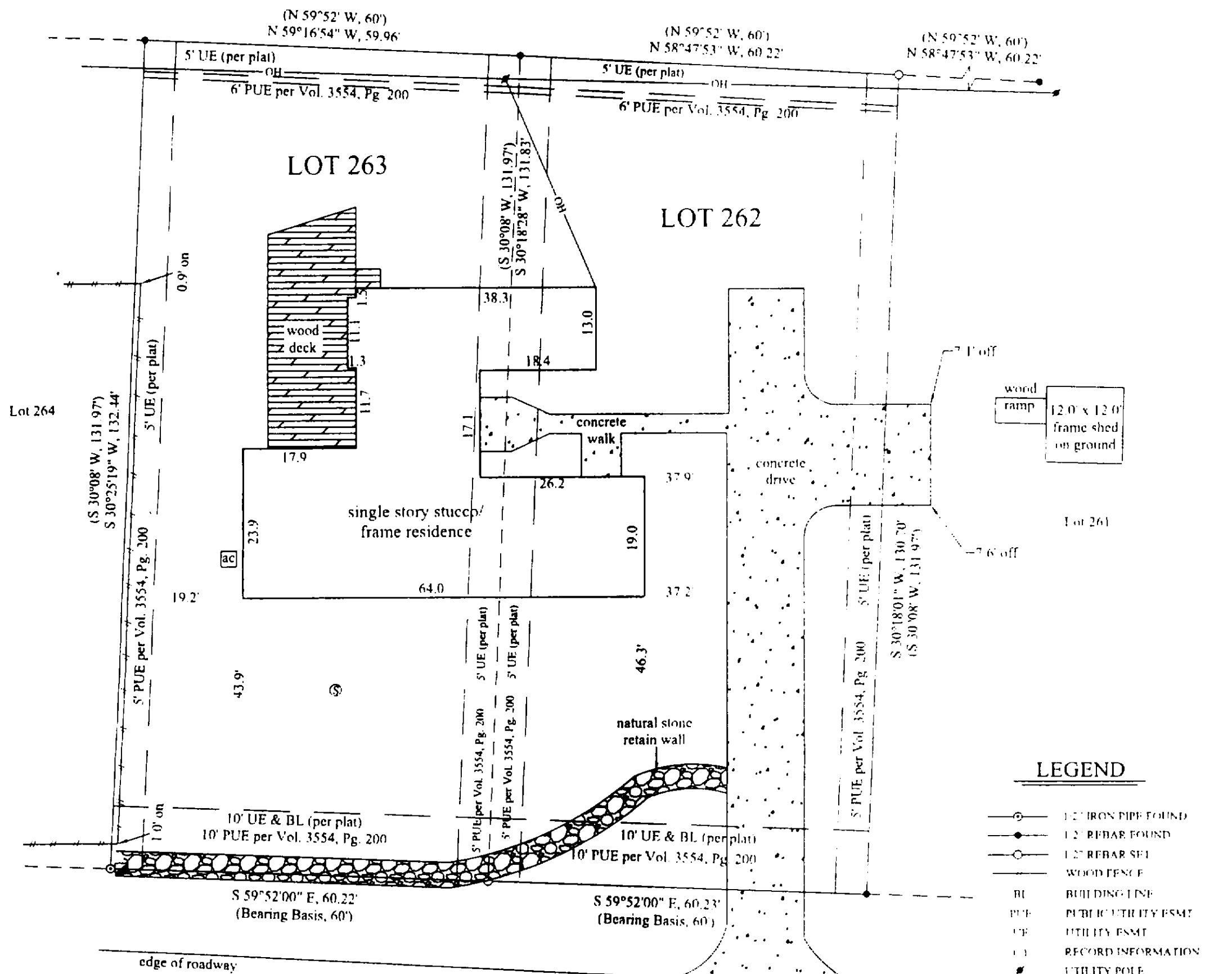
JURISDICTION:
 ALL TRAVIS COUNTY
 TRAVIS COUNTY



Scale 1"=20'



Lenoir M. Josey, Inc.
Vol. 1991, Pg. 372
(per plat)



LEGEND

- 12" IRON PIPE FOUND
- 12" REBAR FOUND
- 12" REBAR SET
- WOOD FENCE
- BL BUILDING LINE
- PUE PUBLIC UTILITY ESMT
- UE UTILITY ESMT
- RI RECORD INFORMATION
- UP UTILITY POLE
- OH OVERHEAD UTILITY LINE(S)
- WM WATER METER
- S SEPTIC

GREAT EAGLE TRAIL

(50' R.O.W.)

ALL STAR Land Surveying
12731 Research Blvd.
Building A, Suite 106
Austin, TX 78759
(512) 249-8149 phone
(512) 331-5217 fax

**BARTON W. HAMMOND AND
MARILYN HAMMOND**
14615 GREAT EAGLE TRAIL
LOT 262 & 263
APACHE SHORES FIRST
INSTALLEMENT
AUSTIN, TRAVIS COUNTY,
TEXAS
VOLUME 43, PAGE 29

SURVEY DATE 2/10/2005
Title Co.: First American Title Ins. Co
G.F. # 51R442-AU91
JOB No. A0206905

FIELD WORK	Chris/Gary	2/9
DRAFTING	Jeremy Warren/L.B.	2/10
FINAL CHECK	Leo Bond	2/10
UP DATE	-	-

Barton W. Hammond
2-28-05

Marilyn Hammond
2-28-05



TO THE LIEN HOLDER AND /OR OWNERS OF THE PREMISES SURVEYED AND TO
FIRST AMERICAN TITLE INSURANCE COMPANY

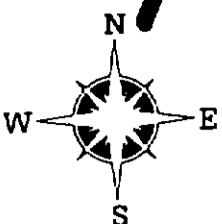
I do hereby certify that this survey was this day made on the ground under my supervision and to the best of my knowledge of the property legally described hereon and that there are no boundary line conflicts, encroachments overlapping of improvements, or roads in place, except as shown hereon, and certifies only to the legal description and easements shown on the referenced title commitment

FLOOD NOTE:
THIS PROPERTY DOES NOT LIE WITHIN THE 100 YEAR FLOODPLAIN, AND HAS A ZONE "X" RATING AS SHOWN ON THE FLOOD INSURANCE RATE MAPS
FIRM MAP No. 48453C0285 E
PANEL 0285 E
DATED 6/16/1993
This certification is for insurance purposes only and is not a guarantee that this property will or will not flood. Contact your local floodplain administrator for the current status of this tract

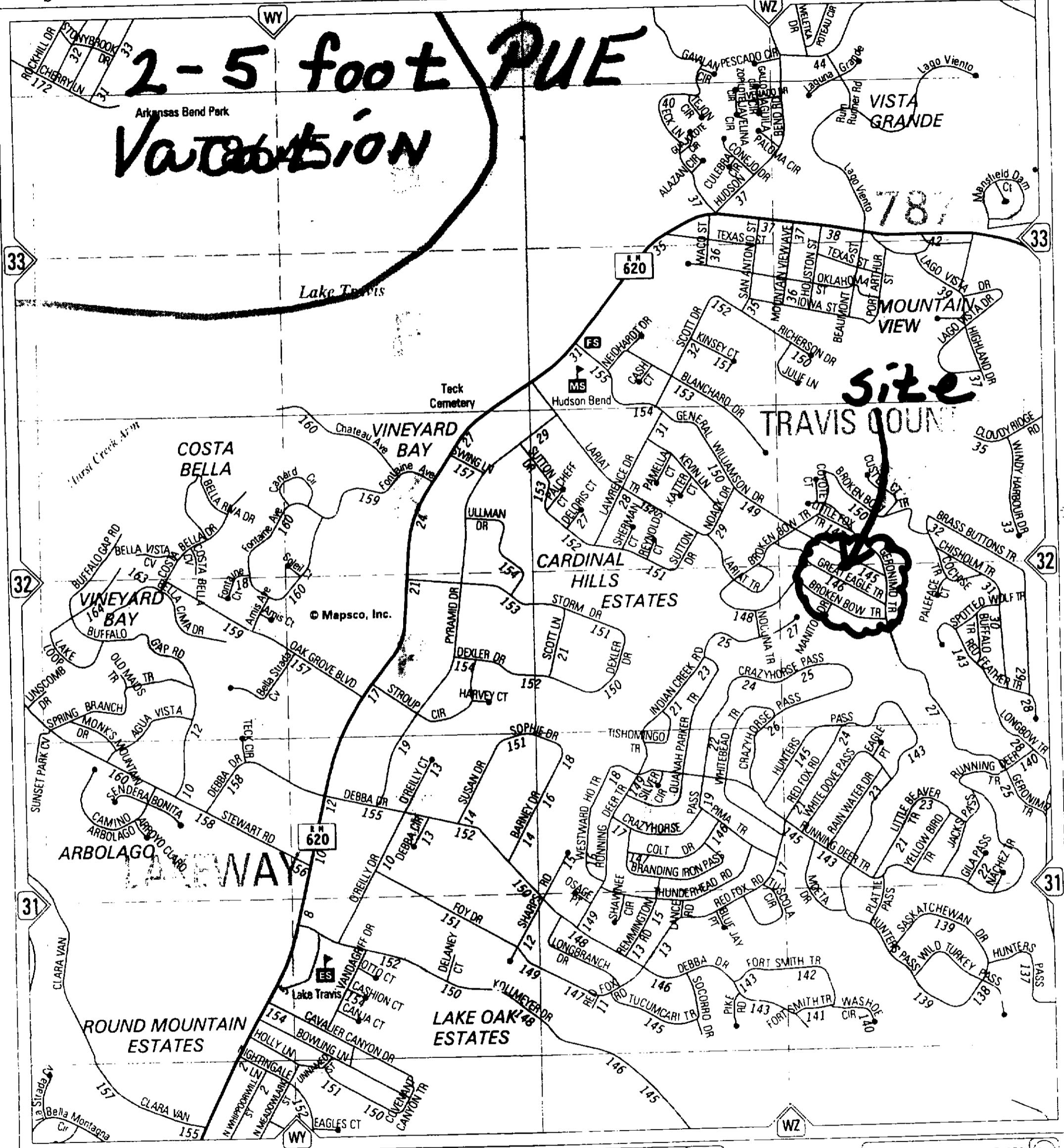
RESTRICTIONS:
Subject to any covenants, conditions or restrictions in Vol. 3554, Pg. 200, Vol. 4820, Pg. 374, Vol. 7831, Pg. 147, Vol. 8102, Pg. 162, Vol. 9072, Pg. 273, Vol. 11752, Pg. 823, Vol. 12235, Pg. 1269, Vol. 12660, Pg. 39, Vol. 14052, Pg. 8, Doc Nos. 2001046286, 2001047841, 2001101400, 2001101401, 2002013444, 2002092096, 2003087784, 2003275618, 2003275619, 2003275620, 2003275621, 2003275622, 2004034272, 2004034273, 2004034274, 2004034275, 2004034276, 2004141796, 2004141797, 2004141798, and 2004141799, and as per plat Book 43, Pg. 29

H Apache Shores, 1st Installment Lots 262 & 263

490

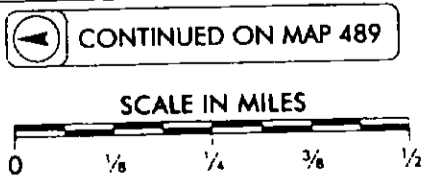


CONTINUED ON MAP 460



**2-5 foot PUE
Variance**

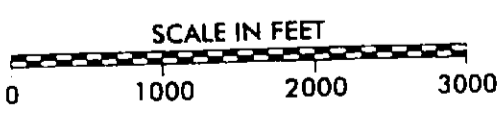
Site



CONTINUED ON MAP 489

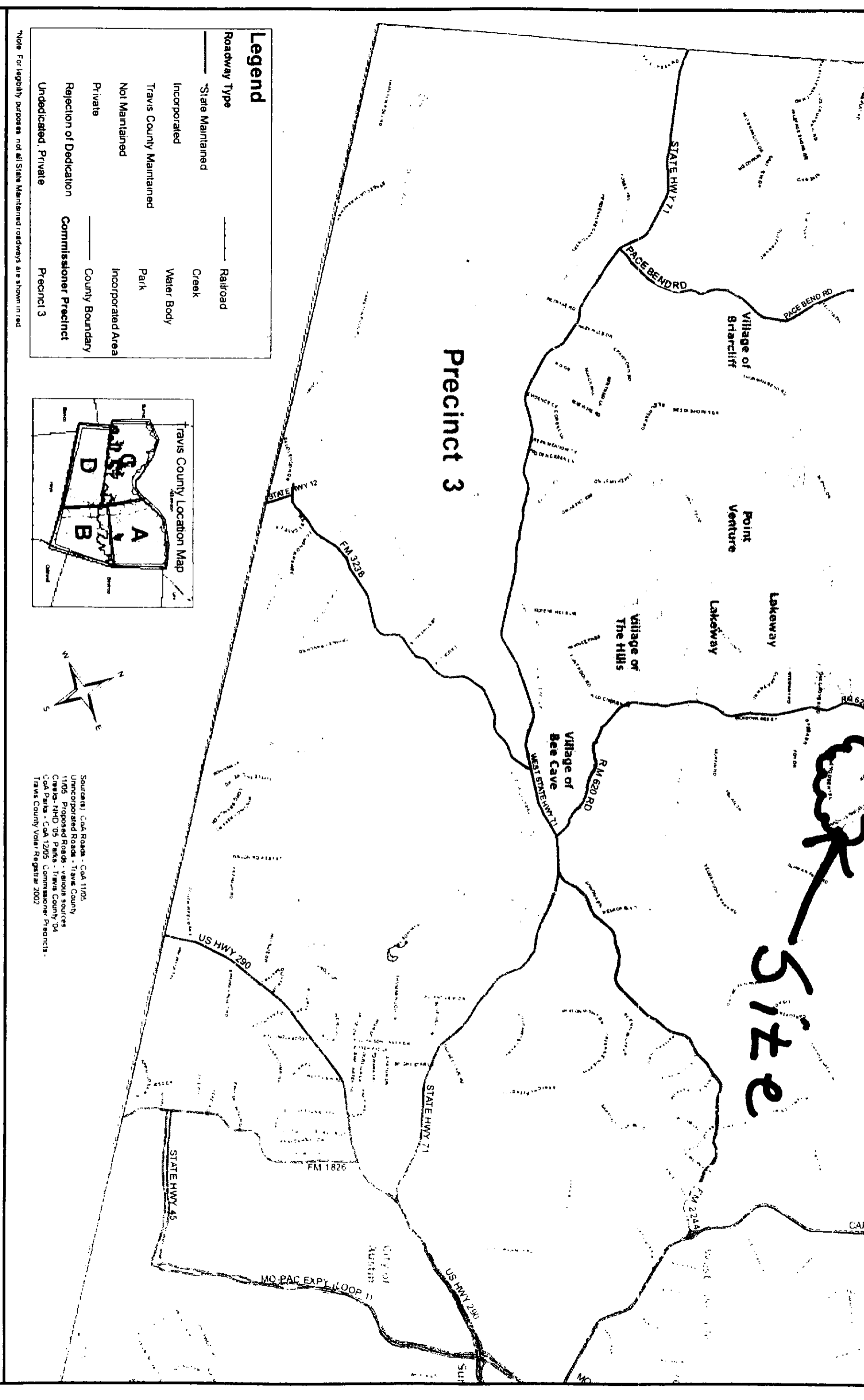
CONTINUED ON MAP 520

CONTINUED ON MAP 491



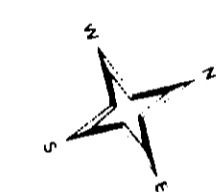
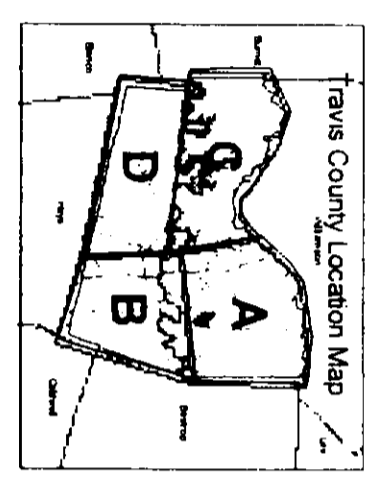
COPYRIGHT 1993, 2006 by MAPSCO INC. - ALL RIGHTS RESERVED

**Apoche Shores, 125 Tinstallment, Lots 262 & 263
 2-5 foot PUE Vaccations Site**



Legend

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



Sources: C&A Roads - C&A 11/05
 Unincorporated Roads - Travis County
 11/05 Proposed Roads - various sources
 C&A - NHD 05 Parks - Travis County 04
 C&A Parks - C&A 12/05 Commissioner Precincts -
 Travis County Voter Registrar 2002

Map Disclaimer: This map was created for the Travis County GIS Crew by identifying Travis County's maintained roadways. The data is provided "as is" with no warranties of any kind. For questions, contact the Travis County GIS Coordinator at (512) 854-9383.

Test Scale: 1 inch equals 1,000 miles
 1 inch equals 5,280 feet

Travis County Roadways, Map D

Map prepared by Travis County Dept. of Transportation, 1201 West Loop West, Austin, TX 78703
 Date: 03/20/2005

C4

Travis County Commissioners Court Agenda Request # _____

Voting Session 6/03/08
(Date)

Work Session _____
(Date)

I. A. Request made by: Joseph P. Gieselman Phone # 854-9383
Executive Manager, TNR

B. Requested Text:
Approve setting a Public Hearing on June 24, 2008 to receive comments regarding requests to authorize the filing of instruments to Reject the Dedication and Quitclaim Deed a 0.78 acre un-named right-of-way (ROW) dedicated by Document #2007152762 across Lot 1 of the Dessau Point subdivision – Travis County, Precinct 2.

C. Approved by: _____
Commissioner Sarah Eckhardt, Precinct 2

II. A. Is backup material attached*: Yes X No _____
*Any backup material to be presented to the court must be submitted with this Agenda Request (original and 8 copies).

B. Have the agencies affected by this request been invited to attend the Work Session? Yes X No _____
Please list those contacted and their phone numbers:

AS Anna Bowlin - 854-9383 John Hille - 854-9415
Austin-American Statesman Sarah Sumner - 854-9383
John Ellis - 854-9383

III. Required Authorizations: Please check if applicable:

- Planning and Budget Office (473-9106)
- Additional funding for any department or for any purpose
- Transfer of existing funds within or between any line item budget
- Grant
- Human Resources Department (473-9165)
- A change in your department's personnel (reclassifications, etc.)
- Purchasing Office (473-9700)
- Bid, Purchase Contract, Request for Proposal, Procurement
- County Attorney's Office (473-9415)
- Contract, Agreement, Policy & Procedure

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



TRANSPORTATION AND NATURAL RESOURCES

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

MEMORANDUM

DATE: May 22, 2008

TO: Members of the Commissioners' Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM:  Anna Bowlin, Division Director - Development Services

SUBJECT: Approve setting a Public Hearing on June 24, 2008 to receive comments regarding requests to authorize the filing of instruments to Reject the Dedication and Quitclaim Deed a 0.78 acre un-named right-of-way (ROW) dedicated by Document #2007152762 across Lot 1 of the Dessau Point subdivision – Travis County, Precinct 2.

Summary and Staff Recommendation:

The owners/developers of Lot 1, Dessau Point, have requested the rejection of a 0.78 acre un-named right-of-way (ROW), which was dedicated by Document #2007152762. This easement is currently dedicated across Lot 1 of the Dessau Point subdivision. This easement and subdivision is also considered to be within the City of Austin's ETJ.

The owners/developers are currently in the process of re-subdividing Lot 1 into 4, which is currently scheduled for final Commissioners Court approval Jun 24, 2008. To gain access to the 4 lots, an easement was going to be needed. Before a final decision was made on the type of easement to be dedicated, the owners/developers drafted a ROW easement dedication and had it recorded without County approval. This ROW easement was dedicated over an already dedicated 25' waste water easement, which was recorded by separate instrument at Volume 13384, Page 60.

Since the County will not allow a public ROW be dedicated over a private easement and with the City of Austin being responsible for the water and waste water in this area of their ETJ, the City was contacted to see if they would be willing to release the 25' easement. They were not willing.

May 22, 2008

Page 2

The decision was then made that a joint use/public utility/drainage easement be dedicated – not a public ROW. Unfortunately, instead of having a correction document recorded for the already recorded ROW dedication, the owners/developers drafted a separate dedication and had it recorded without County approval. Now there are three separate easements dedicated basically across the same piece property.

With that said, the County will allow the private joint use/public utility/drainage easement to remain dedicated over the 25' waste water easement. However, the dedicated public ROW will need to be removed. Therefore, TNR staff has decided to use the Rejection of Unaccepted Dedication option as outlined in Chapter 82.801(c)(5).

The utility companies known to be operating in the area have stated, in writing, they have no need for the ROW to be rejected. TNR staff recommends approval of the rejection.

Budgetary and Fiscal Impact:

There is no budgetary impact.

Issues and Opportunities:

This will allow the owners/developers to move forward with the recording of the Resubdivision of Lot 1, Dessau Point plat.

Required Authorizations:

John Hille, Assistant County Attorney

Exhibits:

Rejection of Dedication Order
Quitclaim Deed – Exhibit B
Dedication to be rejected – Exhibit A
Letter of request
Owner's approval letter
CoA approval letter
Utility sign-offs
Maps (4)

PS:AB:ps

1105 Dessau Point

**ORDER OF THE COMMISSIONERS COURT
OF TRAVIS COUNTY, TEXAS,
REJECTING THE DEDICATION OF
A 0.78 ACRE UN-NAMED RIGHT-OF-WAY AS DEDICATED BY DOCUMENT
#2007152762 AND LOCATED ACROSS LOT 1 OF DESSAU POINT**

STATE OF TEXAS §

COUNTY OF TRAVIS §

WHEREAS, The Commissioners Court of Travis County, Texas, has considered the issue of rejecting a 0.78 acre un-named right-of-way; and

WHEREAS, this un-named right-of-way was dedicated as a separate instrument dedication pursuant to Document #2007152762 of the Official Plat Records of Travis County and located across Lot 1 of the Dessau Point subdivision, a subdivision recorded at Document #200100243; and

WHEREAS, the right-of-way under consideration for rejection of dedication is described in Exhibit A, which is attached hereto and made a part hereof, and is hereinafter referred to as the "Property"; and

WHEREAS, in the Travis County Code, Paragraph (c)(5) of Section 82.801, Vacations, provides that the Commissioners Court may, in its sole discretion, reject an unaccepted public road dedication and quitclaim any interest the County may have in the right-of-way to the underlying owner; and

WHEREAS, the owners of the Dessau Point subdivision has requested that Travis County reject the dedication of the Property; and

WHEREAS, the Property was dedicated as public ROW in error and has never been accepted for maintenance; and

WHEREAS, a private joint use access easement, a public utility easement, and a drainage easement have been dedicated and recorded to replace the Property; and

WHEREAS, the Travis County Transportation and Natural Resources Department foresees no future need for the Property for public roadway purposes; and

WHEREAS, utilities serving the area and owners of land adjacent to the Property have been notified of the possibility that the dedication may be rejected and consented thereto; and

WHEREAS, the Commissioners Court has scheduled an agenda item for this date to consider the matter of the rejection of the dedication of the Property; and

WHEREAS, public notices were posted and the Travis County Commissioners Court held a public hearing on _____, 2008, to consider the proposed action;

NOW, THEREFORE, THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS, FINDS AND ORDERS THAT:

- (1) The recitals to this Order are true and correct and are incorporated in this Order for all purposes.
- (2) The dedication of the Property is hereby rejected and all territory within the boundaries of such dedicated Property will be quitclaimed by the County Judge to the owner of the underlying fee simple interest.
- (3) The form of the Quitclaim Deed is attached hereto as Exhibit B and made a part hereto.

ORDERED THE _____ DAY OF _____ 2008.

SAMUEL T. BISCOE, COUNTY JUDGE

COMMISSIONER RON DAVIS
PRECINCT ONE

COMMISSIONER SARAH ECKHARDT
PRECINCT TWO

COMMISSIONER GERALD DAUGHERTY
PRECINCT THREE

COMMISSIONER MARGARET GOMEZ
PRECINCT FOUR

EXHIBIT "B"
QUITCLAIM DEED

STATE OF TEXAS §
 § **KNOW ALL PERSONS BY THESE PRESENTS:**
COUNTY OF TRAVIS §

That Travis County, a political subdivision of the State of Texas, hereinafter referred to as the "County", HAS QUITCLAIMED and by these presents DOES QUITCLAIM unto DESSAU VENTURES MANAGEMENT, LLC., hereinafter referred to as Transferee, and their successors and assigns, all of the County's right, title and interest, if any, in and to the following described real property situated in Travis County, Texas, to-wit:

That certain tract of land situated in Travis County and being more particularly described as the 0.78 acre dedicated un-named right-of-way, which is described in Exhibit A as recorded at Document #2007152762, which is attached hereto and made a part hereof, and which is located across real property in the Dessau Point subdivision, a subdivision plat of record at Document #200100243, of the Plat Records of Travis County, Texas;

and to the said premises, together with all and singular the rights, privileges, and appurtenances thereto in any manner belonging unto the said County and its assigns forever, so that the County shall not at any time hereafter have, claim, or demand any right of title to the aforesaid property, premises, or appurtenances, or any part thereof.

EXECUTED THIS THE _____ DAY OF _____ 2008.

SAMUEL T. BISCOE
TRAVIS COUNTY JUDGE

STATE OF TEXAS

§

COUNTY OF TRAVIS

§

§

This instrument was acknowledged before me on _____, 2008, by Samuel T. Biscoe, County Judge of Travis County, Texas, on behalf of said county.

Notary Public in and for
The State of Texas

Notary's Name (Printed): _____

My commission expires: _____

Transferee's Address:

After recording please return to:

EXHIBIT A

Legal Description of ROW Tract



5
KMK

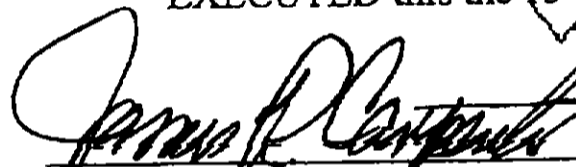
RIGHT OF WAY DEDICATION

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

That I, James R. Carpenter, Manager of Dessau Ventures Management, LLC a Texas limited liability company of Travis County, Texas, being owner of .78 Acres of Land out of Lot 1, Dessau Point, a subdivision of record in document number 200100243 of the Official Public Records of Travis County, Texas and being conveyed to Dessau Ventures Management, LLC by Warranty Deed dated January 25, 2007, recorded in document number 2007014429 of the Official Public Records of Travis County, Texas, do hereby dedicate to the public to use a portion of said land out of the aforementioned tract of land for street and roadway purposes in so far as my interest appears herein.

Said portion of land being more particularly described in metes and bounds as shown on Exhibit 'A'.

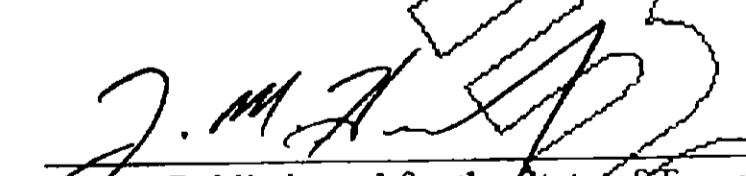
EXECUTED this the 15th day of August, 2007.

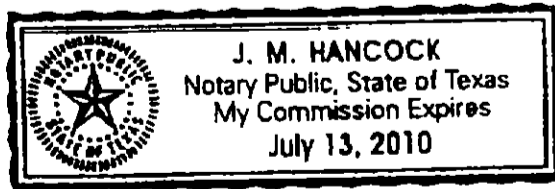

James R. Carpenter, Manager
Dessau Ventures Management, LLC

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 15th day of August, 2007 by James R. Carpenter, Manager of Dessau Ventures Management, LLC, personally known to me or on the basis of legally sufficient identification for the purposes and consideration stated herein.


Notary Public in and for the State of Texas



UNRECORDED

EXHIBIT "A"

Dessau Ventures Management, LLC
To
City of Austin
(Street Deed)

FIELD NOTES

FIELD NOTE DESCRIPTION OF 0.78 ACRE OF LAND OUT OF LOT 1, DESSAU POINT, A SUBDIVISION OF RECORD IN DOCUMENT NUMBER 200100243 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS AND BEING CONVEYED TO DESSAU VENTURES MANAGEMENT, LLC BY WARRANTY DEED DATED JANUARY 25, 2007, RECORDED IN DOCUMENT NUMBER 2007014429 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. THE SAID 0.78 ACRE OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a ½ inch diameter steel pin set with cap stamped Lenz & Assoc. on the southeast right-of-way line of Immanuel Road at the northerly most corner of the said Lot 1, Dessau Point subdivision, the same being the westerly most corner of Lot 1, Block D, Dessau Business Park, Section Two, a subdivision of record in Document Number 200100244 of the Official Public Records of Travis County, Texas;


THENCE, along the southeast right-of-way line of Immanuel Road, with a curve to the right, having a central angle of $11^{\circ}23'30''$, a radius of 505.00 feet, an arc of 100.41 feet and a chord bearing and distance of $S 50^{\circ}26'39'' W$, 100.24 feet to a ½ inch diameter steel pin set with cap stamped Lenz & Assoc. at the **PLACE OF BEGINNING** of the herein described tract;

THENCE, traversing the interior of the said Lot 1, Dessau Point subdivision, the following nine (9) courses and distances:

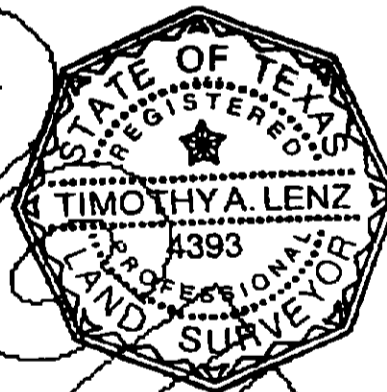
- 1) With a curve to the left, having a central angle of $86^{\circ}25'00''$, a radius of 15.00 feet, an arc of 22.62 feet and a chord bearing and distance of $S 12^{\circ}54'54'' W$, 20.54 feet to a ½ inch diameter steel pin set with cap stamped Lenz & Assoc;
- 2) $S 30^{\circ}17'36'' E$, 77.16 feet to a ½ inch diameter steel pin set with cap stamped Lenz & Assoc;
- 3) With a curve to the left, having a central angle of $15^{\circ}51'33''$, a radius of 452.50 feet, an arc of 125.25 feet and a chord bearing and distance of $S 38^{\circ}13'23'' E$, 124.85 feet to a ½ inch diameter steel pin set with cap stamped Lenz & Assoc. at a point of compound curvature;
- 4) With a curve to the left, having a central angle of $61^{\circ}01'34''$, a radius of 15.00 feet, an arc of 15.98 feet and a chord bearing and distance of $S 76^{\circ}39'56'' E$, 15.23 feet to a ½ inch diameter steel pin set with cap stamped Lenz & Assoc. at a point of reverse curvature;
- 5) With a curve to the right, having a central angle of $292^{\circ}16'36''$, a radius of 75.00 feet, an arc of 382.59 feet and a chord bearing and distance of $S 38^{\circ}57'35'' W$, 83.58 feet to a ½ inch diameter steel pin set with cap stamped Lenz & Assoc. at a point of reverse curvature;

- 6) With a curve to the left, having a central angle of $52^{\circ}09'41''$, a radius of 15.00 feet, an arc of 13.66 feet and a chord bearing and distance of $N 20^{\circ}59'33'' W$, 13.19 feet to a $\frac{1}{2}$ inch diameter steel pin set with cap stamped Lenz & Assoc. at a point of reverse curvature;
- 7) With a curve to the right, having a central angle of $16^{\circ}46'13''$, a radius of 522.50 feet, an arc of 152.93 feet and a chord bearing and distance of $N 38^{\circ}40'42'' W$, 152.39 feet to a $\frac{1}{2}$ inch diameter steel pin set with cap stamped Lenz & Assoc.;
- 8) $N 30^{\circ}17'36'' W$, 80.55 feet to a $\frac{1}{2}$ inch diameter steel pin set with cap stamped Lenz & Assoc.;
- 9) With a curve to the left, having a central angle of $82^{\circ}32'29''$, a radius of 15.00 feet, an arc of 21.61 feet and a chord bearing and distance of $N 71^{\circ}33'51'' W$, 19.79 feet to a $\frac{1}{2}$ inch diameter steel pin set with cap stamped Lenz & Assoc. on the southeast right-of-way line of Immanuel Road;

THENCE, along the southeast right-of-way line of Immanuel Road, with a curve to the left, having a central angle of $11^{\circ}02'30''$, a radius of 505.00 feet, an arc of 97.32 feet and a chord bearing and distance of $N 61^{\circ}38'40'' E$, 97.17 feet to the **PLACE OF BEGINNING**, containing 0.78 acre of land, more or less;


Timothy A. Lenz, R.P.L.S. No. 4393

Lenz & Associates, Inc.,
1714 Fort View Road, Suite 200
Austin, Texas 78704
(512) 443-1174

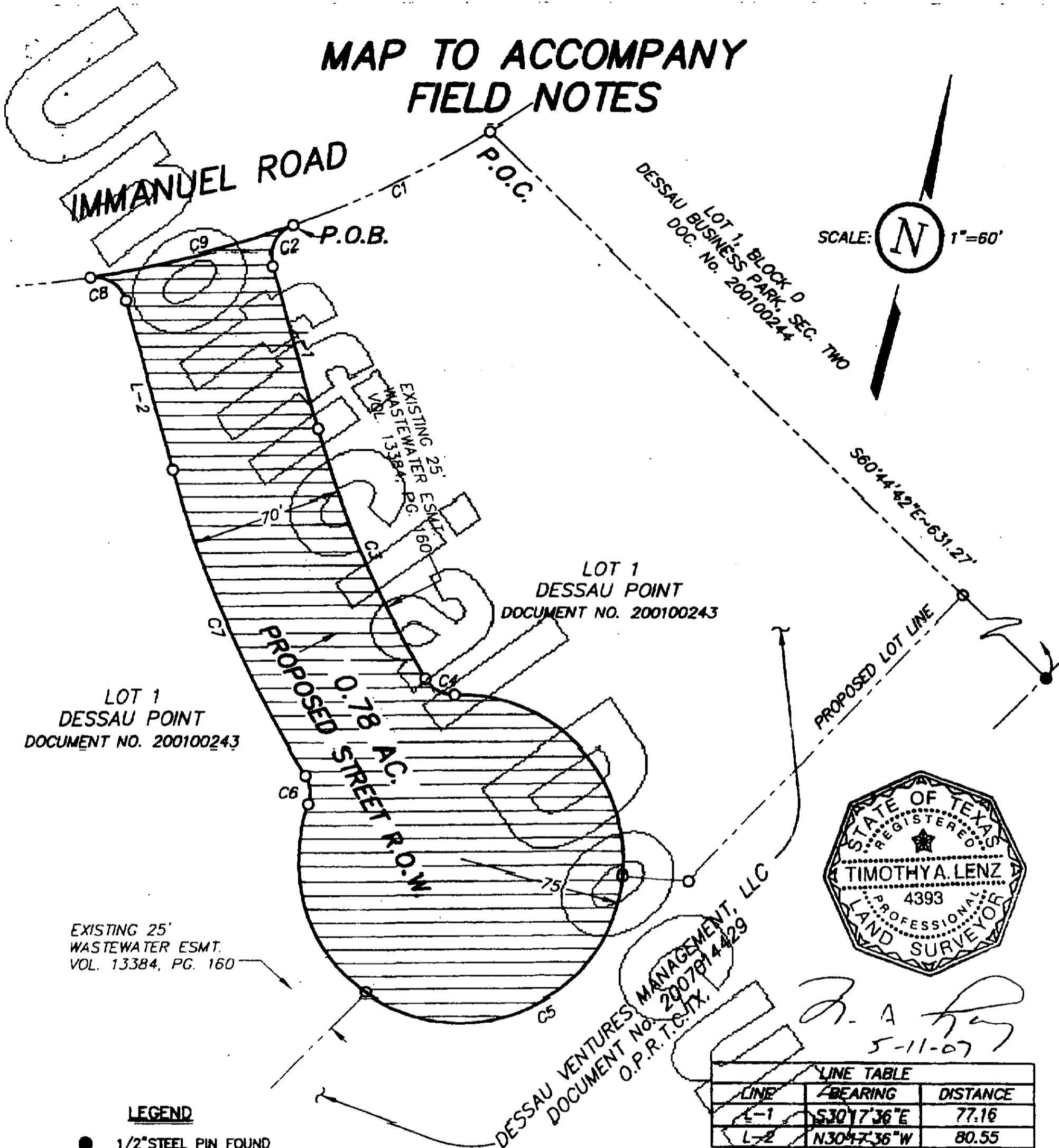


BEARING BASIS

Monumented south line of Lot 5, Block D, Dessau Business Park Section Two, Doc. 200100244,
Official Public Records of Travis County, Texas ($S 60^{\circ}44'46'' E$)
TCAD 02-5636-0503 & 02-5636-0502
Austin Grid P-33

2003-0448F(street).doc

MAP TO ACCOMPANY FIELD NOTES



LOT 1
DESSAU POINT
DOCUMENT NO. 200100243

EXISTING 25'
WASTEWATER ESMT.
VOL. 13384, PG. 160

LEGEND

- 1/2" STEEL PIN FOUND (UNLESS NOTED)
- 1/2" STEEL PIN SET W/CAP MARKED 'LENZ & ASSOC.'
- P.U.E. PUBLIC UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- (BRG.~DIST.) RECORD CALL
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING

PREPARED BY:
LENZ & ASSOCIATES, INC.
1714 FORT VIEW ROAD, SUITE 200
AUSTIN, TEXAS 78704
S:\Land Projects 3\Dessau Business Park Sec 2 - Lot 5 Blk D\dwg\Lot 1-Prop Esmt.dwg, 5/15/2007 1:34:36 PM, atores

LINE TABLE		
LINE	BEARING	DISTANCE
L-1	S30°17'36"E	77.16
L-2	N30°17'36"W	80.55

CURVE TABLE						
CURVE	DELTA	RADIUS	TANGENT	ARC	CHORD	BEARING
C1	11°23'30"	505.00	50.37	100.41	100.24	S50°25'39"W
C2	86°25'00"	15.00	14.09	22.62	20.54	S12°54'54"W
C3	15°51'33"	452.50	63.03	125.25	124.85	S38°13'23"E
C4	61°01'34"	15.00	8.84	15.98	15.23	S76°39'56"E
C5	292°16'36"	75.00		382.59	83.58	S38°57'35"W
C6	52°09'41"	15.00	7.34	13.66	13.19	N20°39'33"W
C7	16°46'13"	522.50	77.02	152.93	152.39	N38°40'40"W
C8	82°32'29"	15.00	13.16	21.61	19.79	N71°35'51"W
C9	11°02'30"	505.00	48.81	97.32	97.17	N61°38'40"E

Return: Carpenter & Associates

923-B N. Capital of TX Hwy

Suite 100

Austin, Tx 78746

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

2007 Aug 15 04:48 PM 2007152762

GONZALES \$32.00

DANA DEBEAUVOIR COUNTY CLERK

TRAVIS COUNTY TEXAS

Recorders Memorandum-At the time of recordation this instrument was found to be inadequate for the best reproduction, because of illegibility, carbon or photocopy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

UNRECORDED DOCUMENT

Dessau Ventures Management, LLC
925-B South Capital of Texas Highway
Suite 115
Austin, Texas 78746
(512) 306-9993
FAX (512) 306-9494

May 9, 2008

Travis County
Attention: Paul Scroggins
Transportation and Natural Resources
411 West 13th Street
PO Box 1748
Austin, Texas 78767

Re: Formal Request for Rejection of Dcdication of Right-of-Way Easement

Dear Paul:

Per your instructions and the advice you received from the County Attorney, please accept this letter as our formal request that the Travis County Commissioner's Court reject the right of way previously dedicated in Document Number 2007152762 of the Official Public Records of Travis County, Texas. As you are aware, we attempted to dcdicate the right-of-way attached as Exhibit 'A' ("ROW Dedication") to the public as we attempted to get our preliminary and final plat approved.

Travis County, in reviewing the plat submittal for transportation purposes, has not accepted the property as public, dedicated right-of-way and has finally refused to accept it.

We re revised our plat showing the ROW Dedication as private access and our final plat is scheduled for approval by Commissioner's Court on June 5, 2008.

It is our hope that this request be formally rejected as soon as possible.

Thank and please contact me with any questions.

Sincerely,



James R. Carpenter, Manager

Dessau Ventures Management, LLC
925-B South Capital of Texas Highway
Suite 115
Austin, Texas 78746
(512) 306-9993
FAX (512) 306-9494

May 9, 2008

Travis County
Attention: Paul Scroggins
Transportation and Natural Resources
411 West 13th Street
PO Box 1748
Austin, Texas 78767

Re: Formal Request for Rejection of Dedication of Right-of-Way Easement

Dear Paul:

Please let this letter serve as our consent to the rejection of the dedication of the Right of Way Easement requested by Dessau Ventures Management, LLC on May 9, 2008.

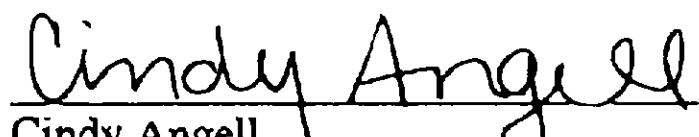
It is our hope that this request be formally rejected as soon as possible.

Thank and please contact me with any questions.

Sincerely,



Wayne Angell



Cindy Angell



TRANSPORTATION AND NATURAL RESOURCES
JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

EASEMENT REQUIREMENT STATEMENT FOR VACATION OF RIGHT-OF-WAY
ROW VACATION (ETJ) Item #6

An application is being made to Travis County for the vacation of right-of-way in your extraterritorial jurisdiction (ETJ) at 13401 Immanuel Road, Austin, Texas 78660 (address) and/or .78 Acre out of Lot 1, Dessau Point filed in (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.

Record No.
2007152762
Travis
County

STATEMENT

- We do not need the easement on the property described above for transportation purposes.
- We do have a need for an easement on the property as described above. A description of the required easement is attached.

Jose R. Almazan
 Signature
 Jose Almazan

Printed Name
Development Services Process Coordinator

Title
 Austin

City of
 Date 5/19/08

Please return this completed form to:
 Dessau Ventures Management, LLC
 925-B S. Capital of Texas Highway #115
 Austin, Texas 78746

Name _____
 Address _____
 City/State/Zip _____
 Fax _____



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
(512) 834-9383
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 ROW Dedicated in Doc # 2007152762 (address) and/or (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.

X 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. The easement already exists (Vol 13384 pg 160)

Signature: Matt Cullen
Printed Name: Matt Cullen
Title: Engineer C
Utility Company or District: Austin Water Utility
Date: 5-19-08

Please return this completed form to:

Name
Address
City/State/Zip



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
(512) 854-9383
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 13401 Immanuel Road, Austin, Texas 78660 (address) and/or right of way dedicated in Doc #2007152762 (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
Designer
Title
Time Warner Cable - Central TX
Utility Company or District
May 21, 2008
Date

Please return this completed form to:
Fax to 306-9494 or
Email to jlmars@realtime.net
and mail to 925-B S Cap Tx Hwy #115
Austin, Texas 78746

Name

Address

City/State/Zip



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
(512) 854-9383
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 13401 Immanuel Road, Austin, Texas 78660 (address) and/or right of way dedicated in Doc #2007152762 (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.

Judith E. Fowler
 Signature
Judith E. Fowler
 Printed Name
Process Manager
 Title
Austin Energy
 Utility Company or District
5-22-08
 Date

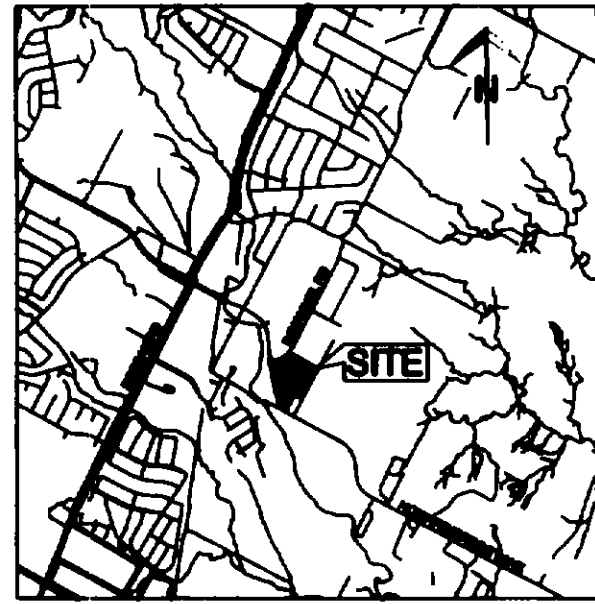
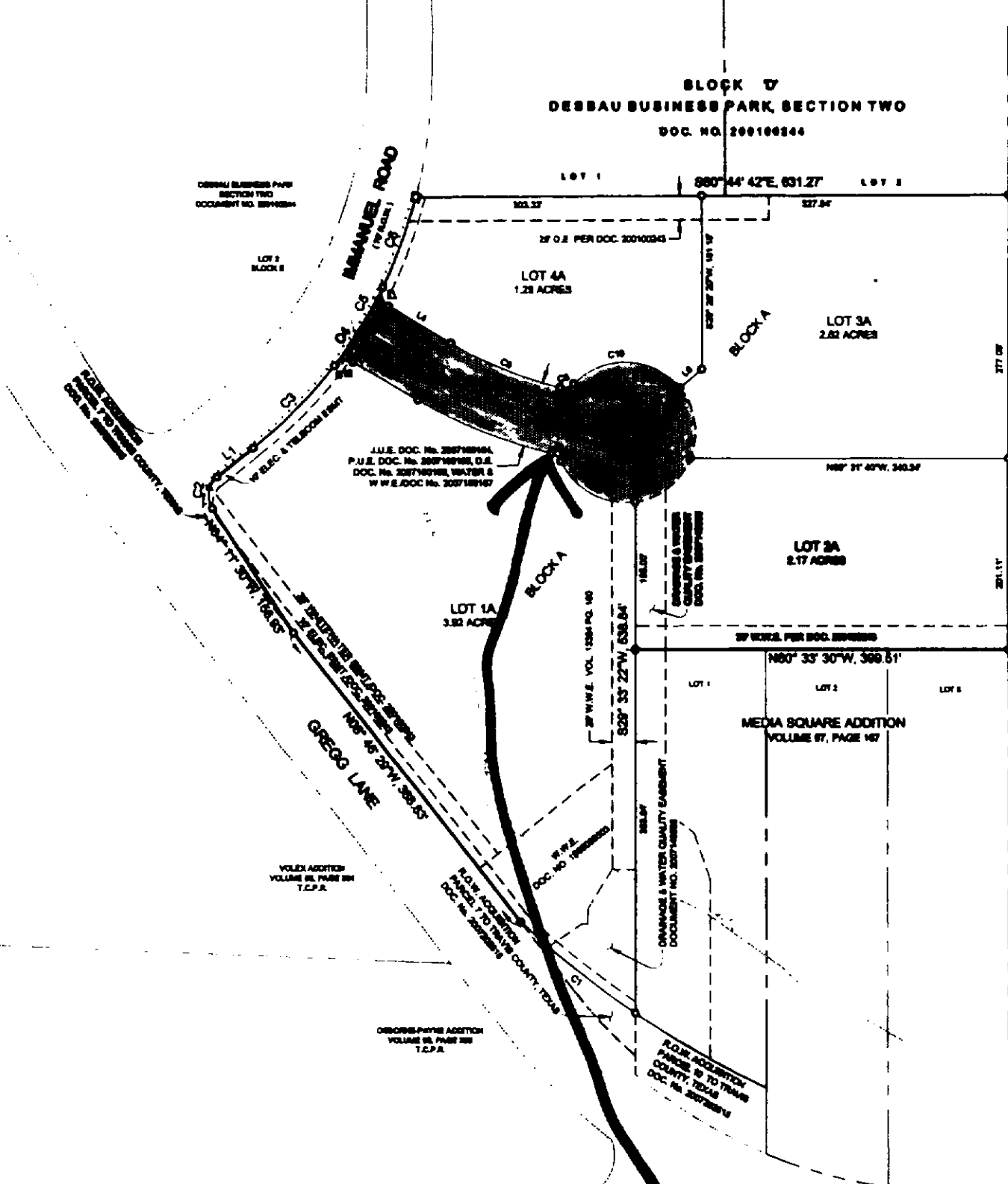
Please return this completed form to:
Fax to 306-9494 or
Email to jlmars@realtime.net
and mail to 925-B S Cap Tx Hwy #115
Austin, Texas 78746

Name

Address

City/State/Zip

Rejection of separate instrument ROW Dedication



BEARING BASIS - MONUMENTED SOUTH LINE OF LOT 5, BLOCK D, DESSAU BUSINESS PARK SECTION TWO, DOC. 200100244, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. (S80°44'46"E)

- LEGEND**
- 1/4" IRON PIN FOUND (SHALL BE NOTED)
 - 1/4" IRON PIN SET W/ CAP (SHALL BE LINE & ASSOC.)
 - 1/4" IRON PIN SET IN CONCRETE W/ CAP (SHALL BE LINE & ASSOC.)
 - P.B.E. PUBLIC UTILITY EASEMENT
 - S.E. SEWER EASEMENT
 - J.U.E. JOINT USE EASEMENT
 - W.W.E. WATERWAY EASEMENT
 - W.Q.T.Z. WATER QUALITY TRANSITION ZONE
 - R.O.W. RIGHT-OF-WAY
 - (S&S) SURVEY DATA
 - PROPOSED SIDEWALK

CURVE TABLE						
CURVE NO.	LENGTH	RADIUS	DELTA	TANGENT	CHORD	BEARING
C1	188.87	1082.07	8°38'41"	77.87	188.87	N22°28'58"W
C2	37.28	28.07	80°22'08"	23.08	23.87	N38°28'38"E
C3	123.87	808.07	14°30'48"	82.08	123.19	N74°10'18"E
C4	48.27	808.07	8°38'21"	24.14	48.27	N64°28'48"E
C5	48.07	808.07	8°34'08"	24.08	48.07	N68°04'28"E
C6	108.41	808.07	11°22'38"	80.37	108.24	N68°28'38"E
C7	22.87	18.07	88°28'00"	14.08	20.84	S12°54'54"W
C8	128.24	482.07	18°01'34"	83.02	124.84	S38°13'22"E
C9	18.87	18.07	81°01'33"	8.84	18.23	S78°38'08"W
C10	127.88	78.07	87°48'28"	86.83	113.07	S68°17'38"E
C11	124.87	487.87	14°38'48"	82.88	124.28	S37°37'01"E
C12	21.87	18.07	82°32'28"	13.18	18.78	S71°33'51"E
C13	182.87	822.87	16°48'13"	77.81	182.38	S38°40'42"E
C14	13.88	18.07	82°08'41"	7.34	13.18	S20°08'38"E
C15	88.87	78.07	73°08'21"	88.36	98.18	S31°48'17"E

LINE TABLE		
LINE NO.	LENGTH	DIRECTION
L1	48.88	N81°10'38"E
L2	80.88	S30°17'38"E
L3	91.48	S30°17'38"E
L4	77.18	S30°17'38"E
L5	183.48	S44°08'28"E
L6	30.72	N78°37'48"E

LAND USE		
DESCRIPTION	ACRES	USE
LOT 1A, BLOCK A	3.82	INDUSTRIAL/OFFICE/RETAIL
LOT 2A, BLOCK A	2.17	INDUSTRIAL/OFFICE/RETAIL
LOT 3A, BLOCK A	2.82	INDUSTRIAL/OFFICE/RETAIL
LOT 4A, BLOCK A	1.28	INDUSTRIAL/OFFICE/RETAIL
TOTAL LOTS:	4	
TOTAL LOT ACRES:	8.89	

ROW Location

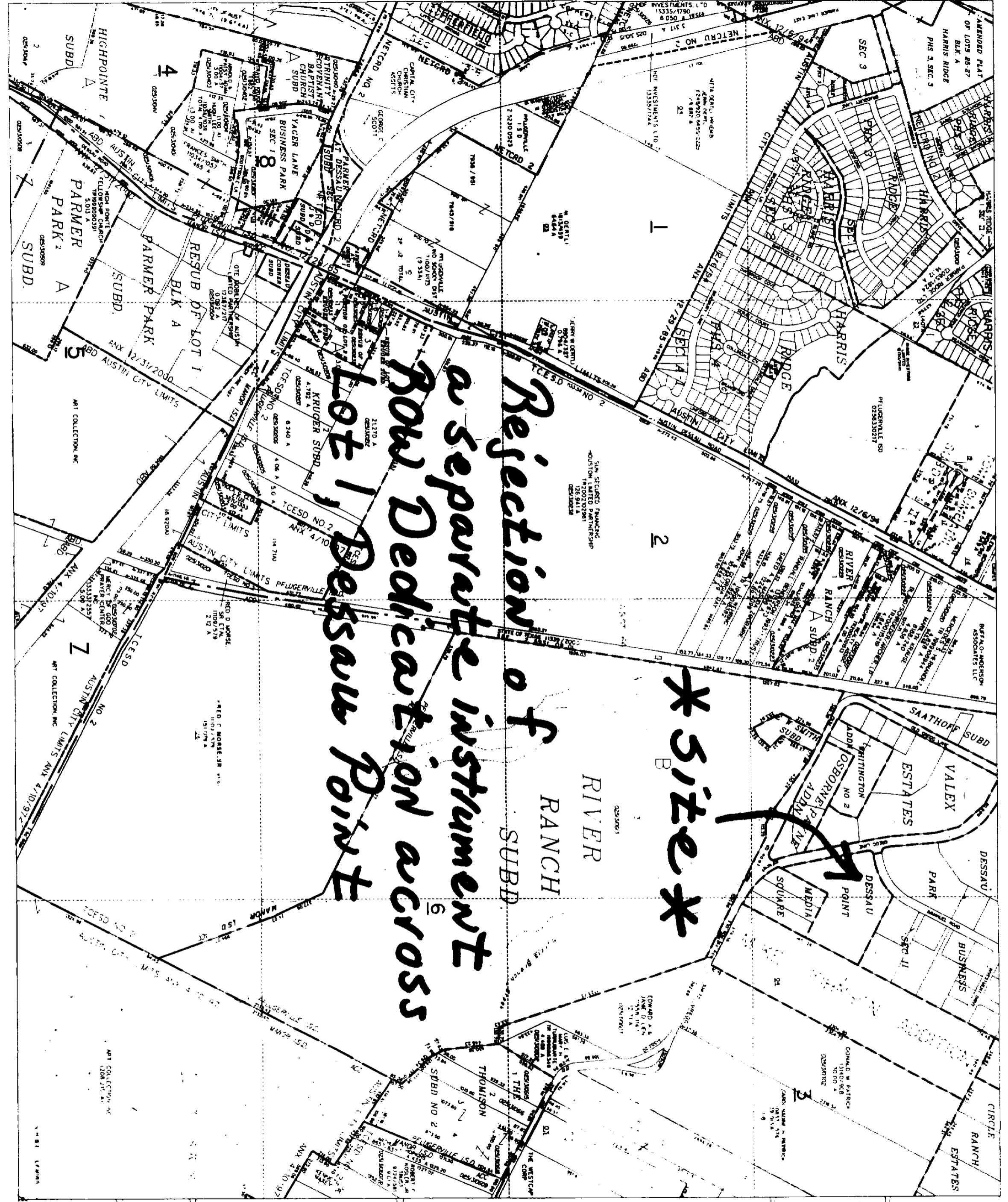
RESUBDIVISION OF LOT 1, DESSAU POINT

A 4 LOT SUBDIVISION
CONSISTING OF 8.89 ACRES
DATE: APRIL 21, 2008

Boyer & Associates
DEVELOPMENT AND ENGINEERING SERVICES, L.P.
100 S. BARRIS ST., SUITE 201
ROUND ROCK, TEXAS 78664
(512) 333-2300 FAX
(512) 333-2347 FAX

*** Site ***

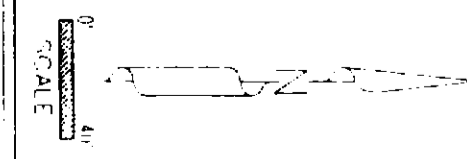
**Rejection of
a separate instrument
for Dedication across
Lot 1, Dessau Point**



MAR 11 2 51 1

2 5921	2 5931	2 5941
2 5121	2 5131	2 5141
2 4221	2 4231	2 4241

1-1000	1-2000	1-3000	1-4000
1-5000	1-6000	1-7000	1-8000
1-9000	1-10000	1-11000	1-12000



TRANSIS CENTRAL APPRAISAL DISTRICT
 8314 Cross Park Drive Austin, Tx 78754
 Internet Address WWW.TRANSISCO.ORG
 Main Telephone Number (512)834-9111
 Fax Number (512)835-5371

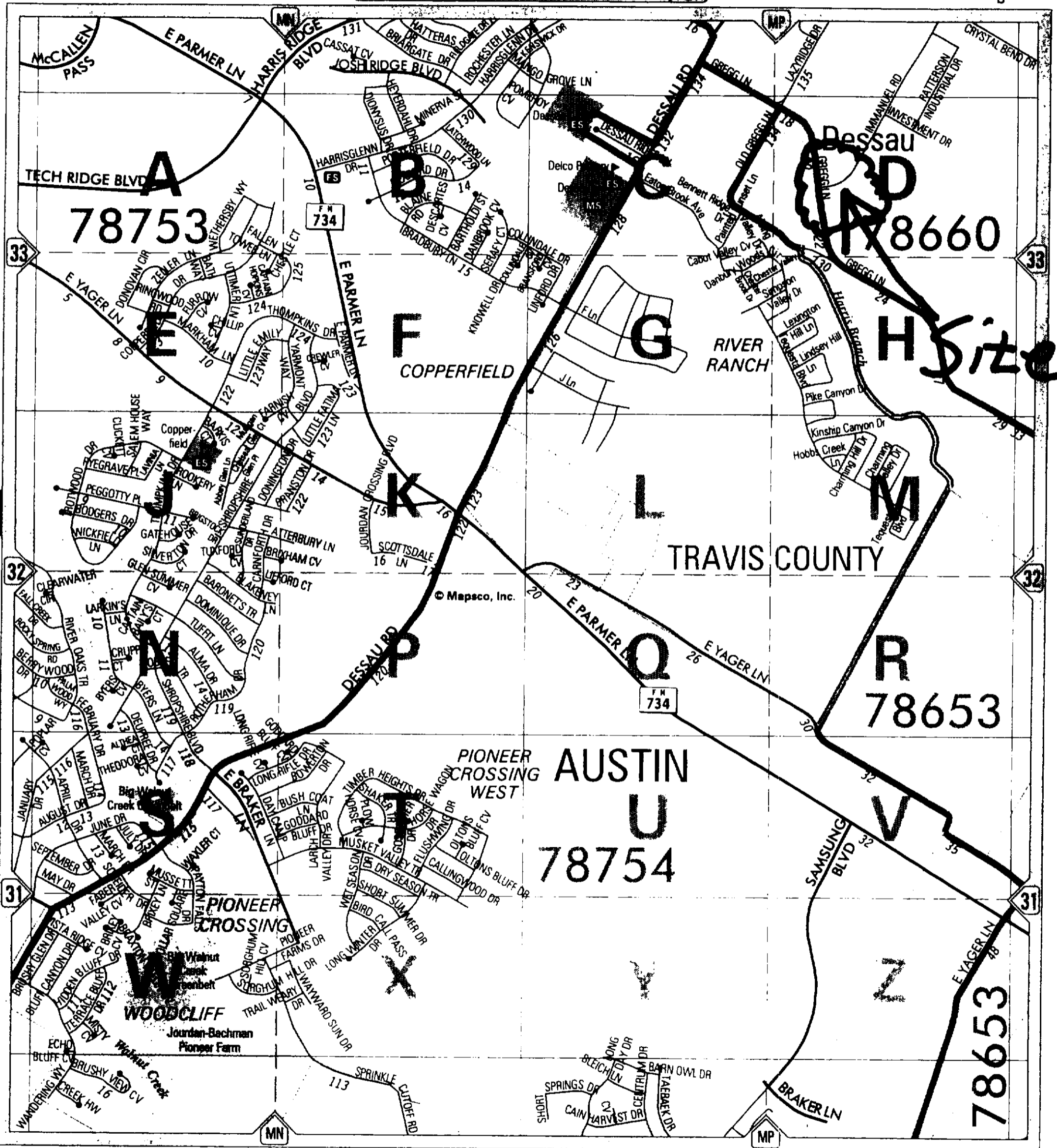
REVISIONS
 06/24/2004 -RUC
 JURISDICTIONS
 AUSTIN COMMUNITY COLLEGE
 CITY OF AUSTIN
 UNDER USE
 Pflugerville Use
 METRO NORTH
 TCECSD NO. 2 & 4
 TRAVIS COUNTY

Separate Instrument ROW Rejection - Lot 1, Dessau Pt

497



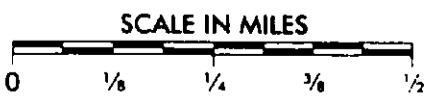
CONTINUED ON MAP 467



CONTINUED ON MAP 496

CONTINUED ON MAP 527

CONTINUED ON MAP 498



COPYRIGHT 1993, 2006 by MAPSCO INC. - ALL RIGHTS RESERVED

The location of a Separate instrument ROW

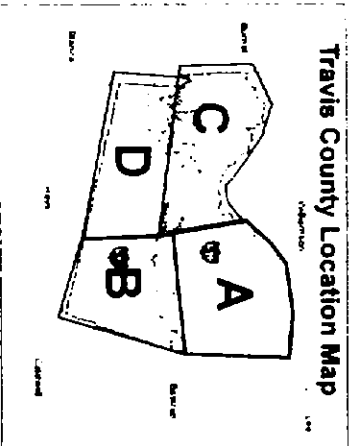
*dedication located a cross
Lot 1, Bessall Bunt*

Site

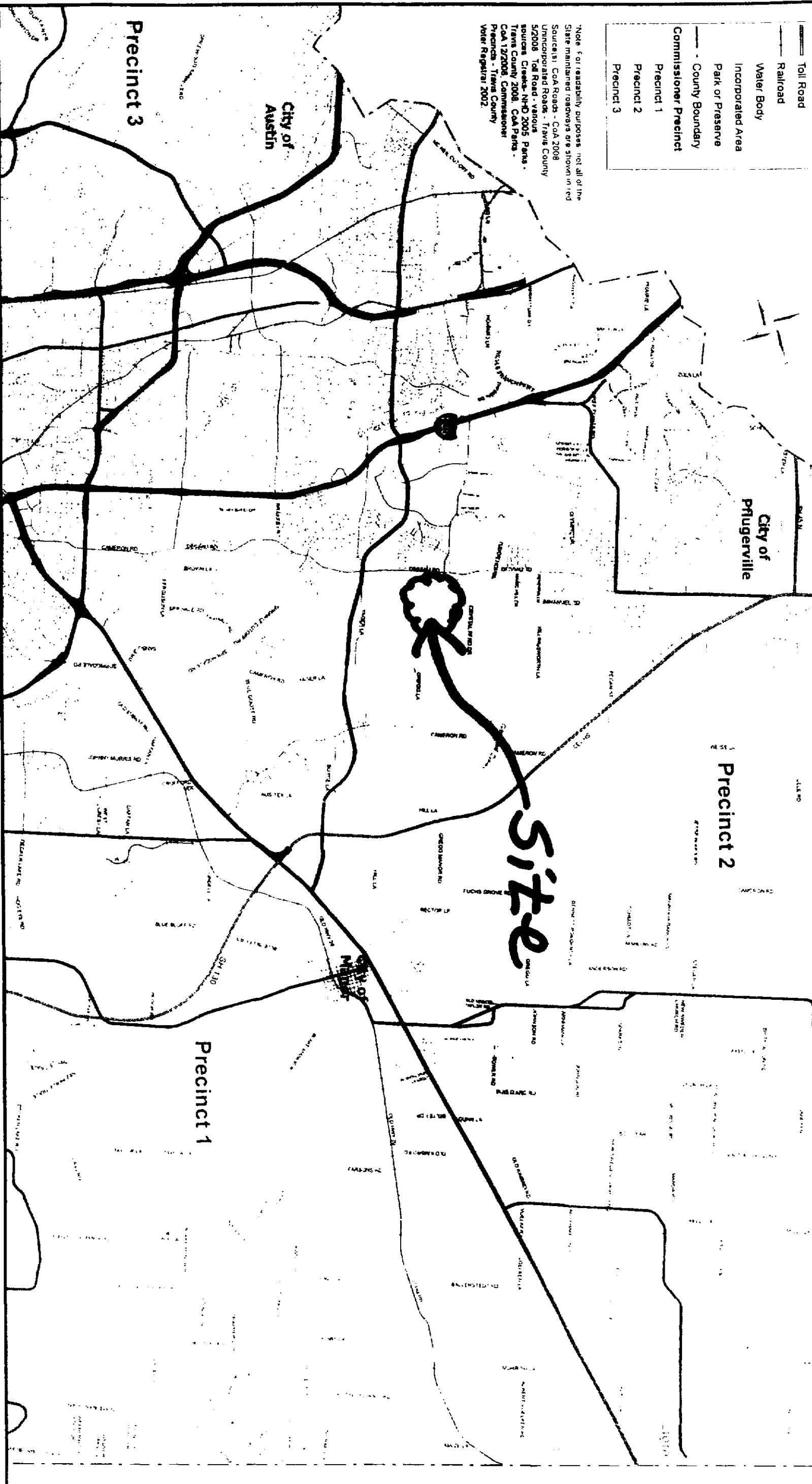


Legend

— State
— Incorporated
— Travis Maintained
— Not Maintained
— Private
— Rel. of Dedication
— Undedicated, Private
— Toll Road
— Railroad
— Water Body
— Incorporated Area
— Park or Preserve
— County Boundary
— Commissioner Precinct
— Precinct 1
— Precinct 2
— Precinct 3



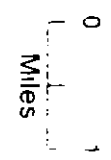
Note: For readability purposes, not all of the State maintained roadways are shown in red. Sources: CoA Roads - CoA 2008
 Unincorporated Roads - Travis County 5/2008
 Toll Road - various
 Source: CoA - NHD 2005 Para - Travis County 2008
 CoA Parks - CoA 12/2008
 Precincts - Travis County
 Voter Registrar 2002



Map Disclaimer: This map was created for the Travis County Sign Crew for identifying Travis County's maintained roadways. The data is provided as is with no warranties of any kind. For questions, contact the Travis County GIS Coordinator at (512) 854-9393.

Text Scale:
 1 inch equals 1,002 miles
 1 inch equals 5,292 feet

Travis County Roadways, Map A



Map prepared by: Travis County, Dept. of Transportation & Planning, 2008
 Date: 5/8/2008
 File: 2008_CoA_Roads_1.mxd

Travis County Commissioners Court Agenda Request

Voting Session 06/03/08
(Date)

Work Session _____
(Date)

I. A. Request made by: Joseph P. Gieselman Phone # 854-9383
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

B. Requested Text:

Approve setting the public hearing for June 24, 2007 to receive comments on:

A. Resubdivision of Dessau Point Lot 1 in Precinct Two (Resubdivision of Dessau Point Lot 1: Four commercial lots – 9.90 Acres – Immanuel Road at Gregg Lane - No Fiscal required – Sewage service to be provided by City of Austin – City of Austin 2 mile ETJ).

C. Approved by:

Commissioner Sarah Eckhardt, Precinct Two

II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (original and eight (8) copies of agenda request and backup).

B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request. Send a copy of the Agenda Request and backup to them:

SB Sarah C. Sumner: 854-7563 Gayla Dembkowski: 854-7642
Anna Bowlin: 854-7561
Dennis Wilson: 854-4217

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

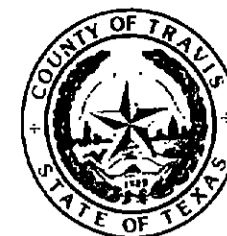
Purchasing Office (854-9700)

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

County Attorney's Office (854-9415)

- ___ Contract, Agreement, Policy & Procedure

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



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

MEMORANDUM

May 23, 2008

TO: Members of the Commissioners Court

THROUGH: Joseph P. Gieselman, Executive Manager

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

SUBJECT: Resubdivision of Dessau Point Lot 1, Precinct Two

PROPOSED MOTION:

A. Resubdivision of Dessau Point Lot 1 in Precinct Two (Resubdivision of Dessau Point Lot 1: Four commercial lots – 9.90 Acres – Immanuel Road at Gregg Lane - No Fiscal required – Sewage service to be provided by City of Austin – City of Austin 2 mile ETJ).

SUMMARY AND STAFF RECOMMENDATION:

This resubdivision will change the 1 existing commercial lot into 4 total commercial and office lots. No parkland dedication or fiscal is required for this non residential plat with no public infrastructure. The applicant had originally dedicated their joint use access driveway to the County as right of way without verifying if Travis County would accept and maintain it. As it only provides access to the two rear lots and is not critical to the road network and the applicant had not vacated an underlying easement, the county would not accept the dedication. Concurrently with the plat, the applicant is now processing the right of way rejection and has gotten approval from the City and all effected utilities. Notification for the resubdivision was completed and a sign will be posted at the site.

As this plat application meets all Travis County standards and has been approved by the City of Austin, TNR staff recommends approval of the plat.

ISSUES:

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

BUDGETARY AND FISCAL IMPACT:

None.

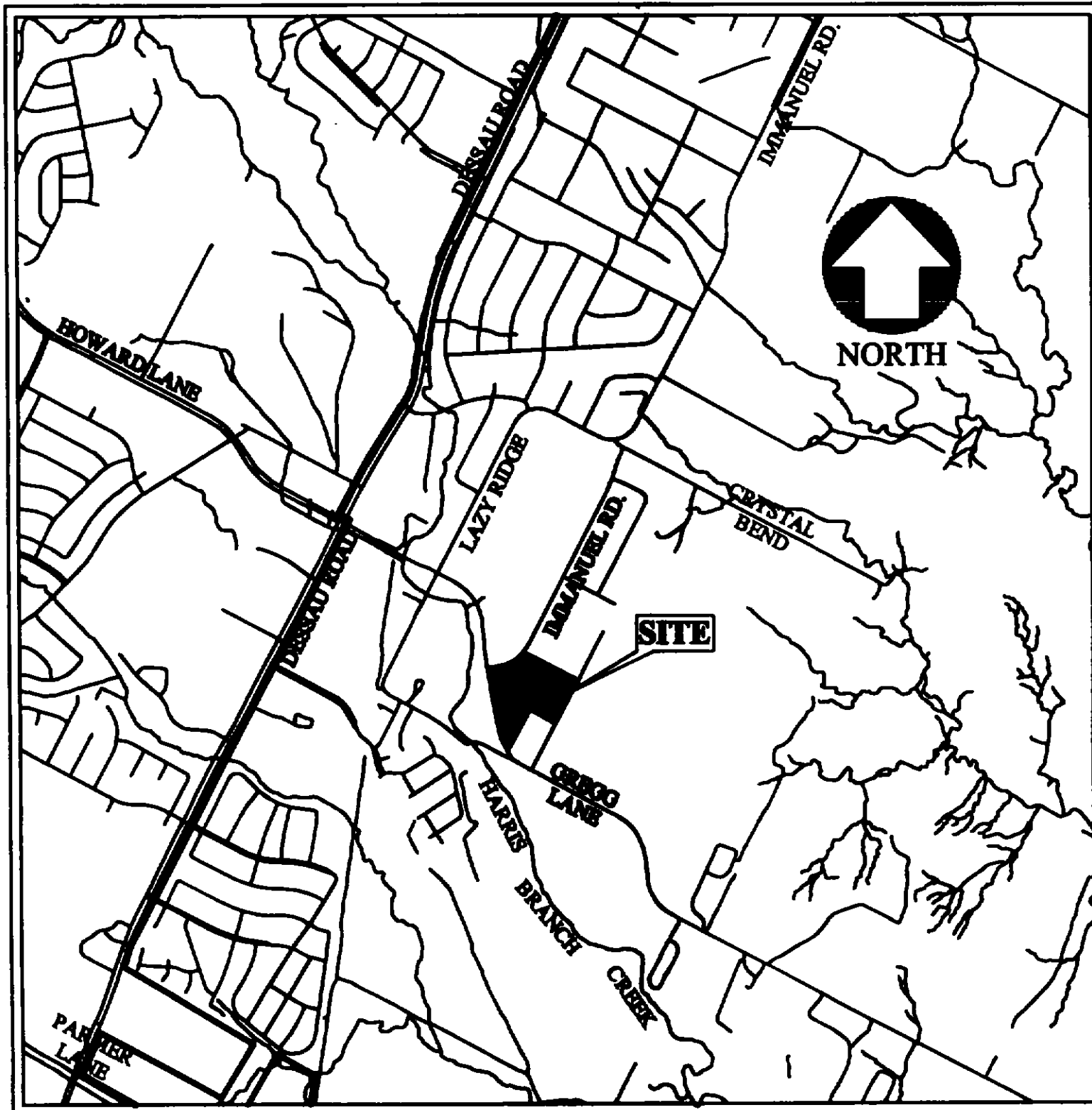
REQUIRED AUTHORIZATIONS:

None.

EXHIBITS:

Location map, Original Plat, Final Plat, Precinct Map

SCS 0508



VICINITY MAP
(NTS)

**Boyer &
Associates**

DEVELOPMENT AND
ENGINEERING SERVICES, L.P.
106 S. HARRIS ST., STE. 231
ROUND ROCK, TEXAS 78664
(512) 255-2300 PHONE
(512) 532-6247 FAX

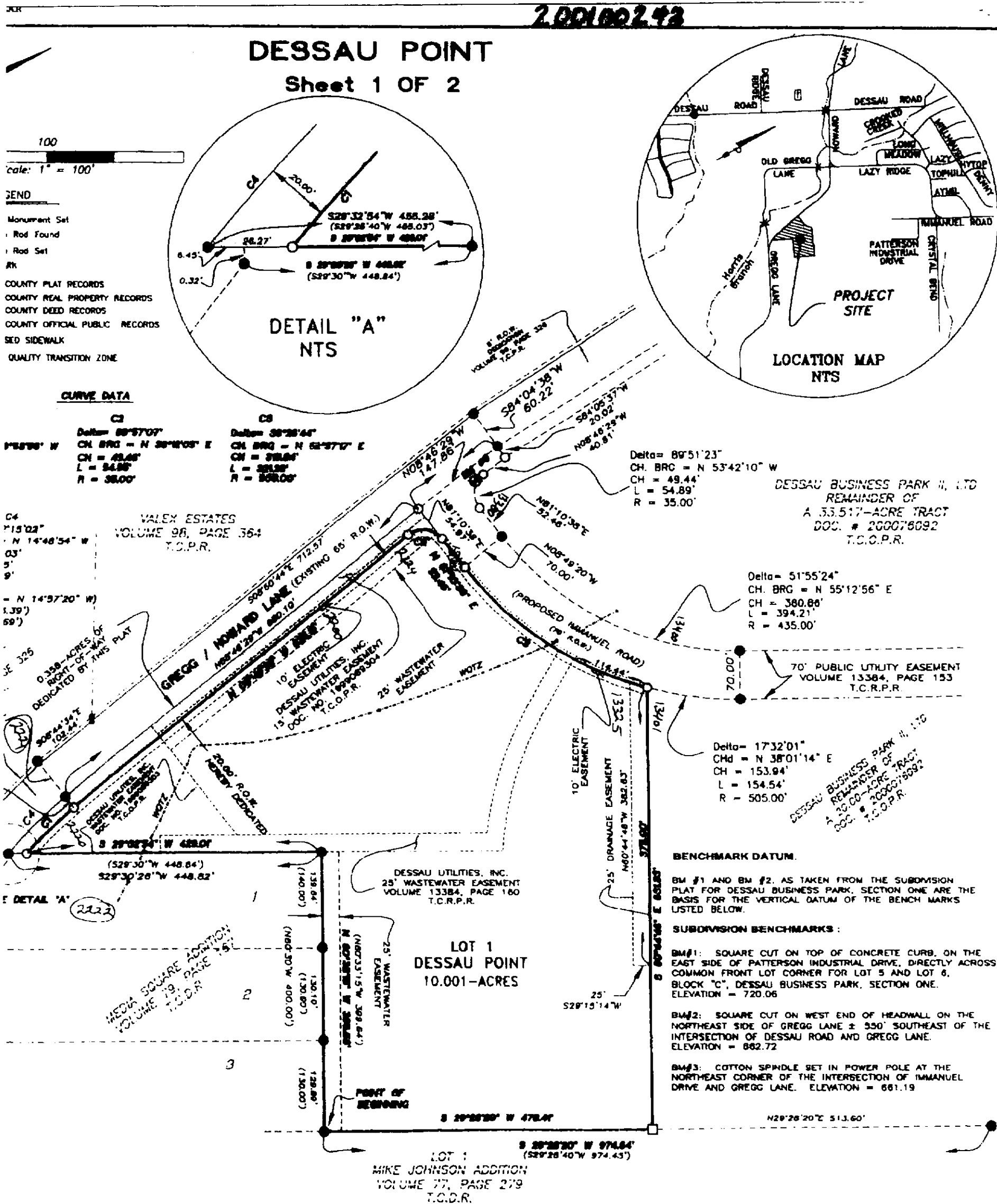
VICINITY MAP

LOT 1, DESSAU POINT
13401 IMMANUEL ROAD

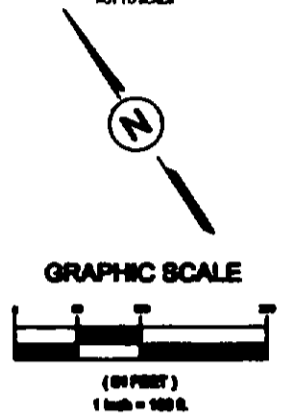
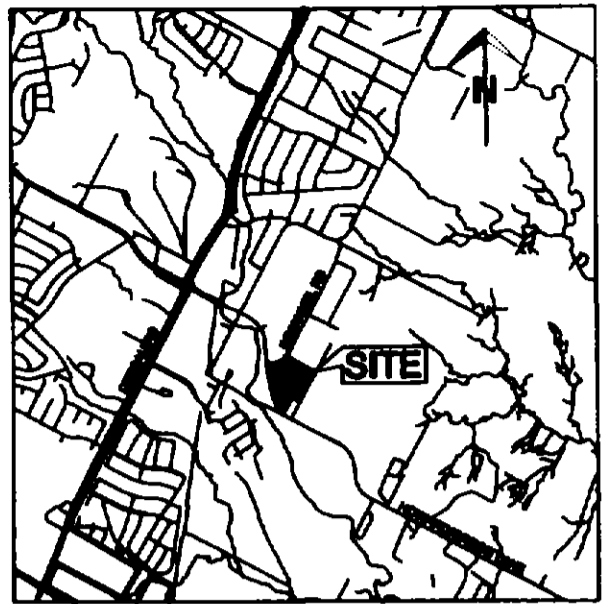
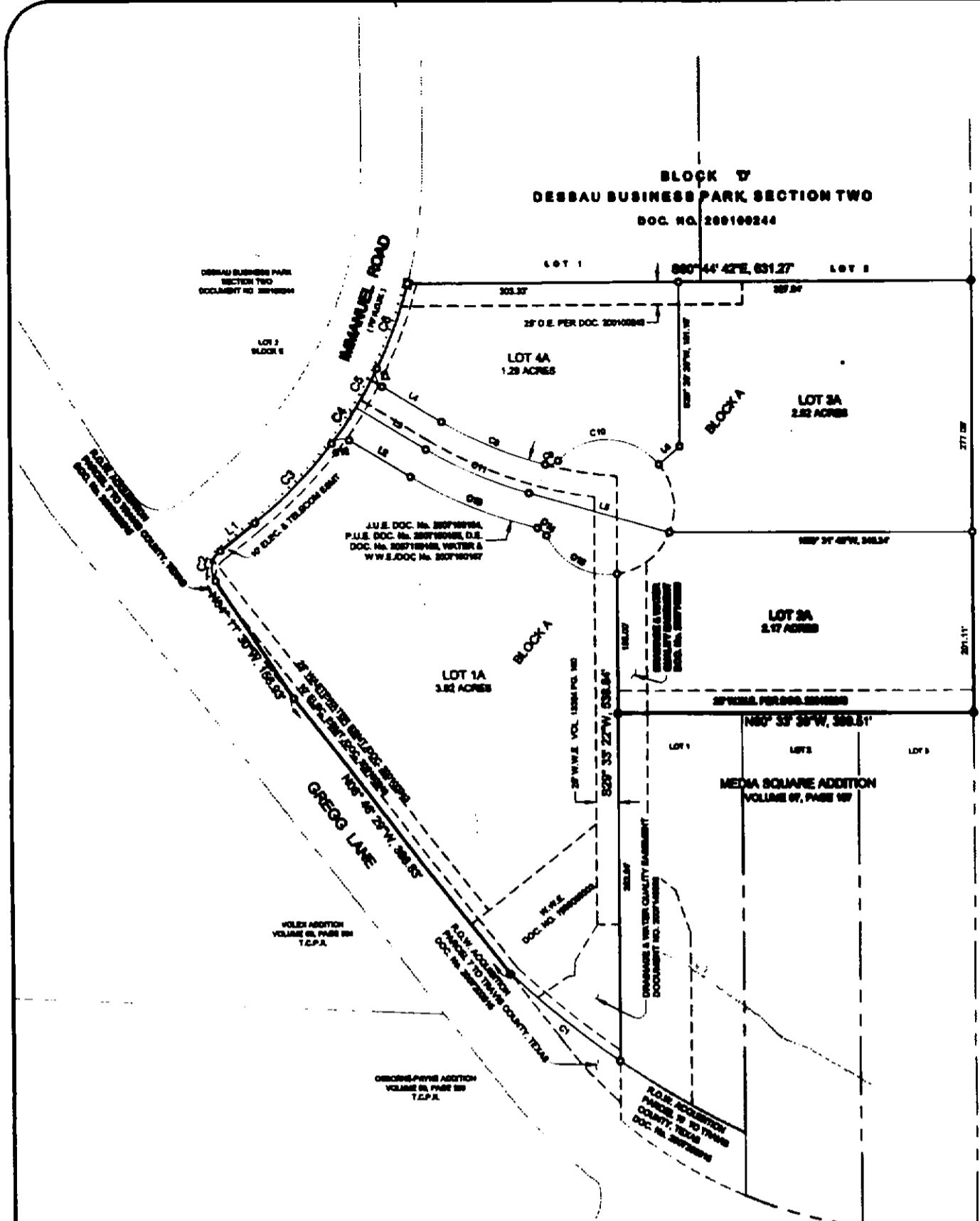
PROJECT NO.: 1043	EXHIBIT NAME: 1043VICINITYMAPEXH.DWG	PLOT DATE/TIME: 11/16/2007 4:42 PM	REV.
SCALE: NTS	PREPARED BY: JB	SHEET: 1 OF 1	

Original Plat

200100243



Proposed Resubdivision



- LEGEND**
- 1/2" IRON PIN FOUND (UNLESS NOTED)
 - 1/2" IRON PIN SET IN CONCRETE MARKED LINE & ASSOC.
 - 1/2" IRON PIN SET IN CONCRETE IN CAP MARKED LINE & ASSOC.
 - P.A.S. PUBLIC UTILITY EASEMENT
 - S.E. SEWER EASEMENT
 - J.U.E. JOINT USE EASEMENT
 - W.W.E. WATER EASEMENT
 - W.Q.T.Z. WATER QUALITY TRANSITION ZONE
 - R.O.W. RIGHT OF WAY
 - (SBS)-(SST) BOUNDING CORNER
 - PROPOSED SIDEWALK

LAND USE		
DESCRIPTION	ACRES	USE
LOT 1A, BLOCK A	3.82 ACRES	INDUSTRIAL/OFFICE/RETAIL
LOT 2A, BLOCK A	2.17 ACRES	INDUSTRIAL/OFFICE/RETAIL
LOT 3A, BLOCK A	2.82 ACRES	INDUSTRIAL/OFFICE/RETAIL
LOT 4A, BLOCK A	1.28 ACRES	INDUSTRIAL/OFFICE/RETAIL
TOTAL LOTS:	4	
TOTAL LOT ACRES:	8.89 ACRES	

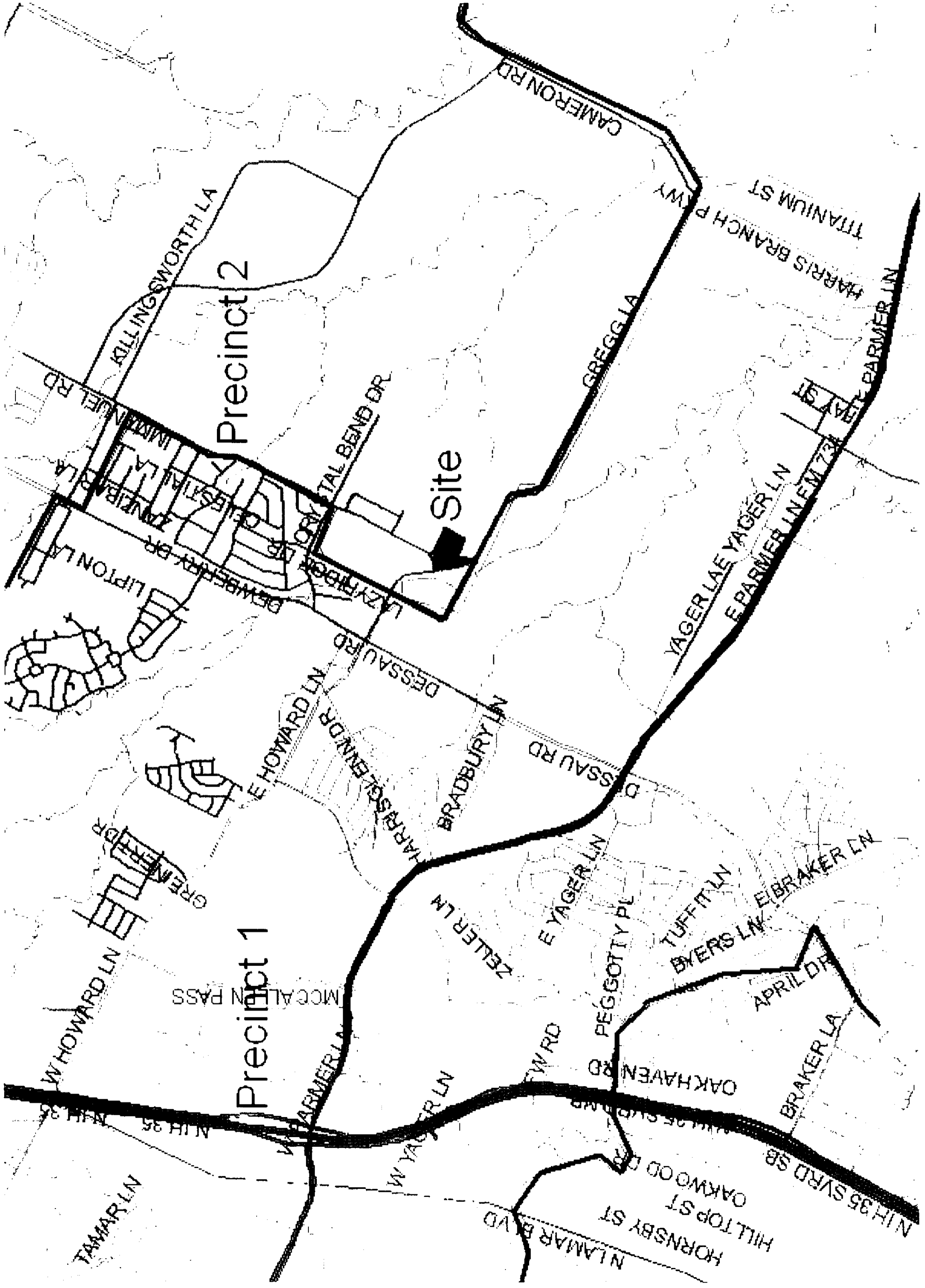
CURVE TABLE						
CURVE NO	LENGTH	RADIUS	DELTA	TANGENT	CHORD	BEARING
C1	188.87	1082.07	8°28'41"	77.57	188.87	N22°28'58"W
C2	37.28	25.07	86°22'08"	23.08	23.88	N38°28'26"E
C3	123.87	888.07	14°00'48"	82.88	123.18	N74°10'18"E
C4	48.37	888.07	8°28'21"	24.14	48.27	N64°28'48"E
C5	48.37	888.07	8°34'08"	24.88	48.57	N58°54'28"E
C6	108.41	888.07	11°22'30"	88.37	108.24	N80°28'38"E
C7	22.87	18.88	88°28'00"	14.88	28.84	S12°54'54"W
C8	128.34	888.07	18°11'34"	88.88	124.84	S38°12'23"E
C9	18.87	18.07	81°01'33"	8.84	18.28	S78°38'58"W
C10	127.88	78.07	87°48'28"	88.88	113.81	S88°17'28"E
C11	134.87	487.88	14°38'48"	82.88	134.28	S27°57'01"E
C12	21.87	18.88	82°32'28"	13.18	18.78	S71°32'51"E
C13	182.88	822.88	18°48'13"	77.81	182.88	S38°48'48"E
C14	13.88	18.07	82°08'41"	7.34	13.18	S20°08'33"E
C15	88.88	78.07	73°57'21"	88.38	88.10	S31°48'17"E

LINE TABLE		
LINE NO	LENGTH	DIRECTION
L1	48.37	N81°10'38"E
L2	88.57	S30°17'38"E
L3	81.48	S38°17'38"E
L4	77.18	S30°17'38"E
L5	183.48	S44°58'28"E
L6	30.72	N79°37'48"E

RESUBDIVISION OF LOT 1, DESSAU POINT

A 4 LOT SUBDIVISION
CONSISTING OF 8.89 ACRES
DATE: APRIL 21, 2008

Boyer & Associates
DEVELOPMENT AND SURVEYING SERVICES, L.P.
186 S. BARRIS ST., SUITE 201
ROUND ROCK, TEXAS 78664
(512) 315-2398 FAX
(512) 315-2378 FAX



Precinct 2

Site

Precinct 1

ALLINGSWORTH LA

CAMERON RD

TITANIUM ST
HARRIS BRANCH Pkwy

GREGG LA

E PARKER LN

IMMANUEL RD

CRYSTAL BEND DR

15th St

YAGER LAE YAGER LN
E PARKER LN

LIPTON LN

DESSAU RD

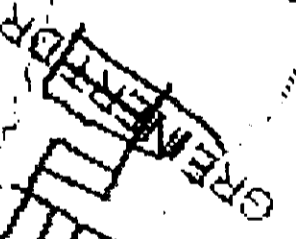
E HOWARD LN

BRADBURY LN

DESSAU RD



HARRISGLENN DR



ZELLER LN

E YAGER LN

TUFFIT LN

BYERS LN

E BRAKER LN

MCCALPIN PASS

W HOWARD LN

Precinct 1

W PARKER LN

W YAGER LN

FW RD

PEGGOTTY PL

APRIL DR

OAKHAVEN RD

BRAKER LA

TAMAR LN

N LAMAR BLVD

HORNBY ST

HILLTOP ST

N IH 35 SRD SB
OAKWOOD DR

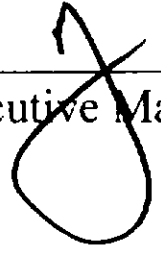
C6

Travis County Commissioners Court Agenda Request

Voting Session 6/3/08
(Date)

Work Session _____
(Date)

I. A. Request made by: Joseph P. Gieselman Phone # 854-9383
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney



B. Requested Text:

Consider and take appropriate action on:

A. Approve setting a public hearing date for July 8, 2008, to receive comments regarding a plat vacation in Precinct Two: Replat of Lot 2, Block A, North Park, Section Two Subdivision (Short form plat – 1 Lot – 5.19 Acres – Grand Avenue Parkway - No Fiscal required – Sewage service to be provided by Windermere Utility Company – City of Austin ETJ).

B. Approved by:

Commissioner Sarah Eckhardt, Precinct Two

- II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (original and eight (8) copies of agenda request and backup).
- B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request. Send a copy of the Agenda Request and backup to them:

 Michael Hettenhausen: 854-7563 Gayla Dembkowski: 854-7642
 Anna Bowlin: 854-7561 Dennis Wilson: 854-4217

III. Required Authorizations: Please check if applicable:

 Planning and Budget Office (854-9106)

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

 Human Resources Department (854-9165)

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

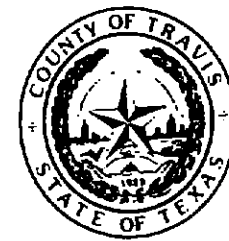
 Purchasing Office (854-9700)

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

 County Attorney's Office (854-9415)

- ___ Contract, Agreement, Policy & Procedure

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



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

MEMORANDUM

May 21, 2008

TO: Members of the Commissioners' Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM:  Anna Bowlin, Director, Development Services

SUBJECT: Vacation of the Replat of Lot 2, Block A, North Park, Section Two
Subdivision, Precinct Two

PROPOSED MOTION:

Consider and take appropriate action on:

- A. Approve setting a public hearing date for July 8, 2008, to receive comments regarding a plat vacation in Precinct Two: Replat of Lot 2, Block A, North Park, Section Two Subdivision (Short form plat – 1 Lot – 5.19 Acres – Grand Avenue Parkway - No Fiscal required – Sewage service to be provided by Windermere Utility Company – City of Austin ETJ).**

SUMMARY AND STAFF RECOMMENDATION:

The property owner of Lot 2 of Block A, North Park, Section Two Subdivision wishes to vacate this plat in order to remove a plat note restricting Lot 2 to a maximum of two driveways. The replat of this lot has been reviewed by Single Office subdivision and transportation staff and staff has no objection to allowing more than two driveways for this lot. Parkland dedication or fees in lieu of dedication are not required for this vacation. The replat of the lot will be approved administratively based on Title 30-2-84(B)(2).

As this application for plat vacation meets all City of Austin/Travis County standards, TNR staff recommends approval of the motion. Prior to the Commissioners' Court public hearing, this vacation will be heard by the City of Austin Zoning and Platting Commission.

ISSUES AND OPPORTUNITIES:

At this time, staff has not received any inquiries from adjacent property owners. As part of the process for revised plats, a notice of public hearing sign will be placed on the subject property. Should the case manager receive any inquiries once the sign is posted, an addendum to this memorandum will be presented to the Court prior to the public hearing.

BUDGETARY AND FISCAL IMPACT:

None.

REQUIRED AUTHORIZATIONS:

None.

EXHIBITS:

Location map

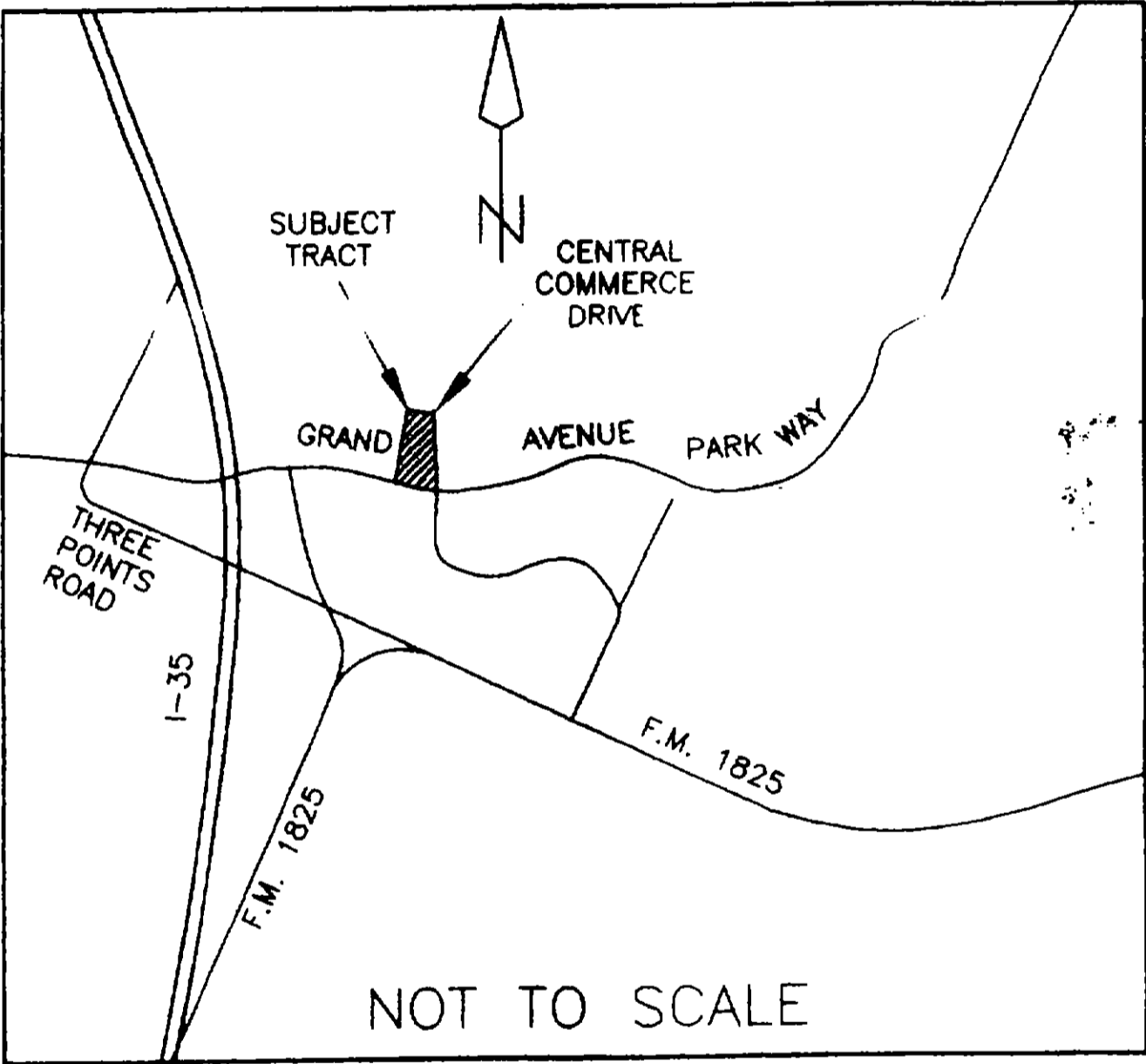
Precinct map

Existing Plat

AMB: mph

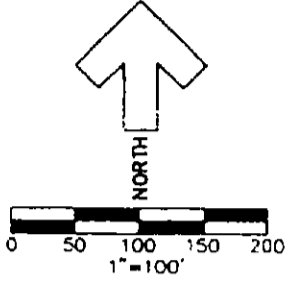
1105

SITE MAP



2000 00268

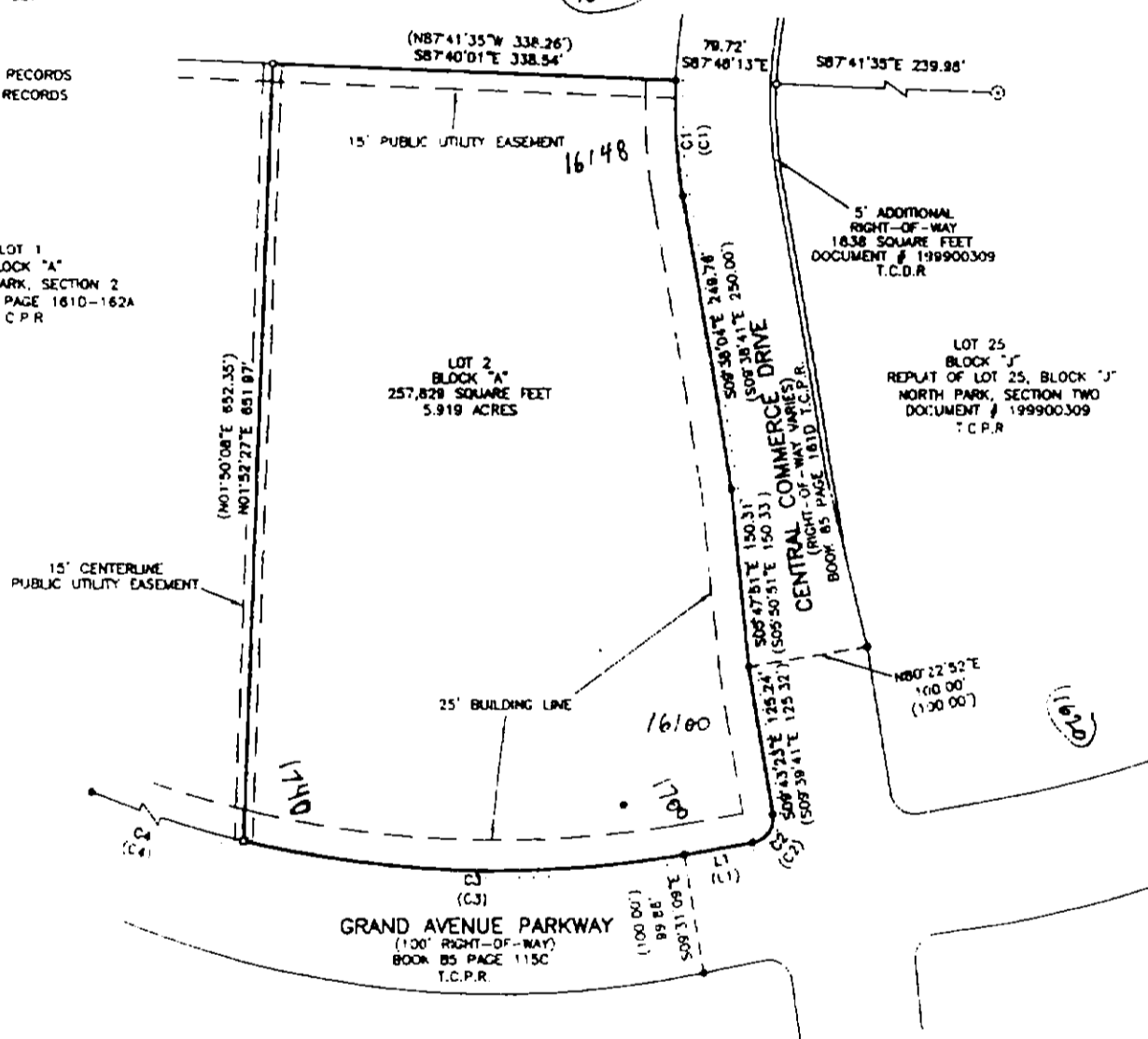
REPLAT OF LOT 2, BLOCK "A" NORTH PARK, SECTION TWO



- LEGEND**
- ⊙ 1" IRON PIPE FOUND
 - 1/2" IRON ROD FOUND
 - IRON ROD SET
 - CONCRETE MONUMENT SET
 - () RECORD INFORMATION
 - 6' SIDEWALK
- T.C.D.R. TRAVIS COUNTY DEED RECORDS
T.C.P.R. TRAVIS COUNTY PLAT RECORDS

LOT 1
BLOCK "A"
NORTH PARK, SECTION 2
BOOK 85, PAGE 1610-162A
T.C.P.R.

LOT 4
BLOCK "B"
REPLAT OF BLOCKS A, B, & C
CENTRAL COMMERCE PARK
BOOK 101, PAGES 176-178
T.C.P.R.



15' CENTERLINE
PUBLIC UTILITY EASEMENT

LOT 2,
BLOCK "A"
257,829 SQUARE FEET
5.919 ACRES

25' BUILDING LINE

GRAND AVENUE PARKWAY
(100' RIGHT-OF-WAY)
BOOK 85, PAGE 115C
T.C.P.R.

5' ADDITIONAL
RIGHT-OF-WAY
1838 SQUARE FEET
DOCUMENT # 199900309
T.C.D.R.

LOT 25
BLOCK "J"
REPLAT OF LOT 25, BLOCK "J"
NORTH PARK, SECTION TWO
DOCUMENT # 199900309
T.C.P.R.

BEARINGS BASED UPON THE NORTH LINE OF
LOT 25, BLOCK "J", NORTH PARK SECTION TWO
BOOK 85, PAGE 1610-162A, T.C.P.R.

- BENCHMARKS:**
1. RAILROAD SPIKE SET IN WEST SIDE AT BASE OF 18" HACKBERRY, TAG NO. 80, 1040± EAST OF NORTHWEST PROPERTY CORNER AND 100± SOUTH PROPERTY LINE. ELEVATION = 820.65'
 2. SQUARE CUT ON TOP OF SOUTH END OF HEADWALL 200± EAST OF OVERPASS AND 330± WEST OF THE WEST PROPERTY LINE. ELEVATION = 824.55'

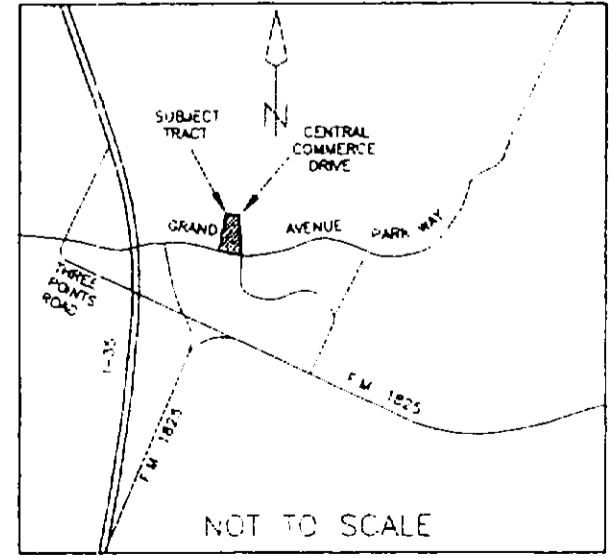
LINE TABLE

No.	Bearing	Distance
L1	S80°12'40"W	58.40'
(L1)	S80°20'18"W	58.42'

CURVE TABLE

No.	Delta	Radius	Arc Length	Chord Length	Chord Bearing
C1		484.06	98.83	98.76	S03°32'17"E
(C1)	11°58'06"	484.06	98.94	98.76	S03°40'30"E
C2		20.00	31.71	28.48	S35°48'23"W
(C2)	90°00'00"	20.00	31.42	28.28	S35°20'18"W
C3		942.81	372.05	389.84	N88°17'48"W
(C3)	27°36'35"	942.81	372.00	389.59	N88°21'29"W
C4		942.81	148.36	148.21	S72°32'40"E
(C4)	08°53'35"	942.81	146.33	148.19	S72°38'29"E

SITE MAP

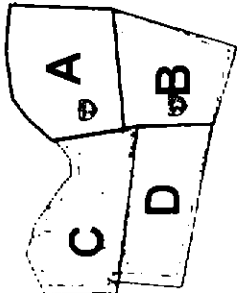


CASE#C8-00-2108.OA

Scale: 1" = 100'	Block: 21 Pg. 63
Date: 3-24-00	
Drawn by: G.S.S.	
File: 1191800.DWG	
Project No.: 119-18-00	

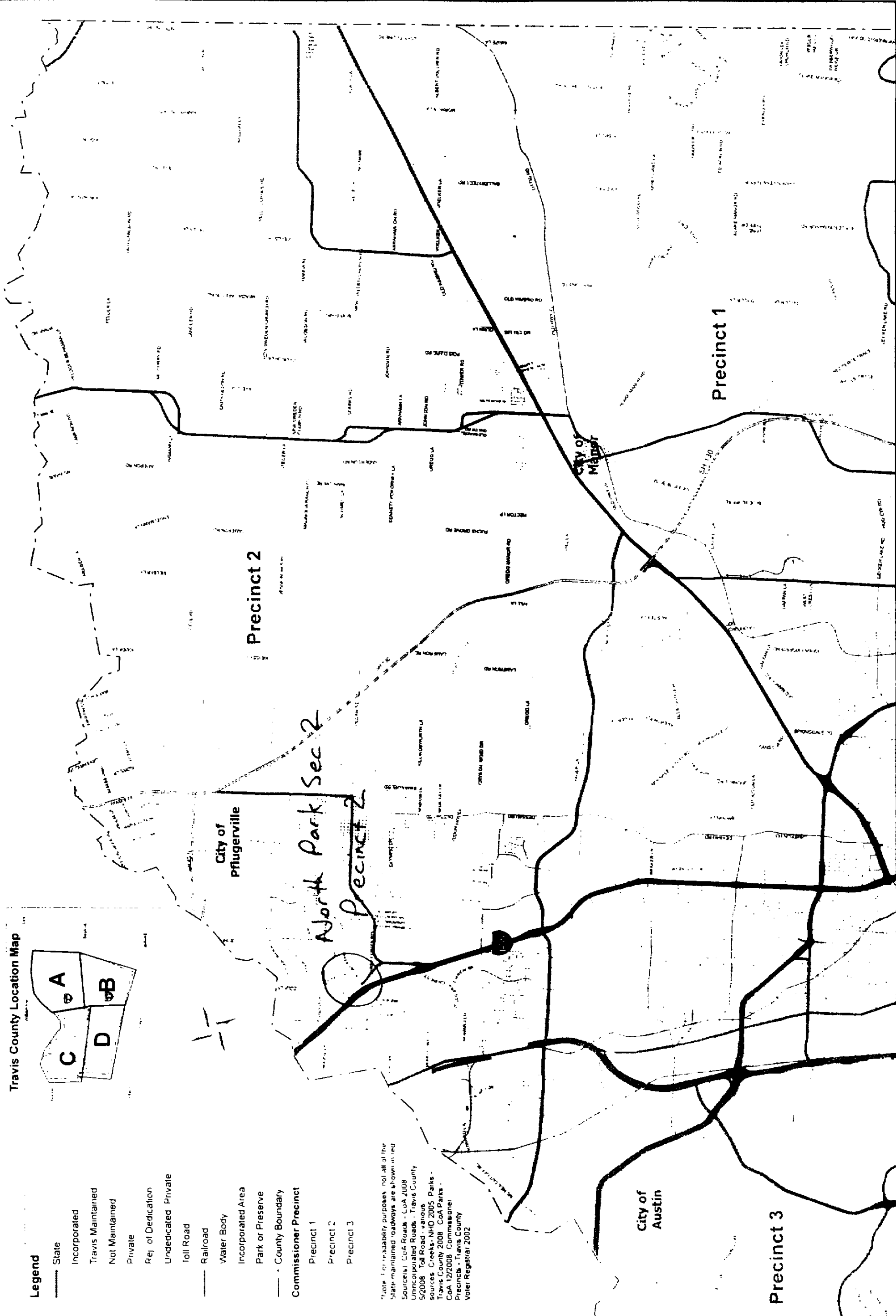
LIVE OAK SURVEYING
12421 WYCLIFF LANE
AUSTIN, TX 78727
(512) 837-1018

Travis County Location Map

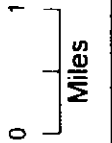


- Legend**
- State
 - Incorporated
 - Travis Maintained
 - Not Maintained
 - Private
 - Rej. of Dedication
 - Undedicated Private
 - Toll Road
 - Railroad
 - Water Body
 - Incorporated Area
 - Park or Preserve
 - County Boundary
 - Commissioner Precinct
 - Precinct 1
 - Precinct 2
 - Precinct 3

Note: For readability purposes, not all of the State-maintained roadways are shown in red. Sources: CoA Roads - CoA 2008
 Unincorporated Roads - Travis County 5/2008
 Toll Road - various sources
 Creeks - NHD 2005
 Parks - Travis County 2008
 CoA Parks - CoA 12/2008
 Commissioner Precincts - Travis County Voter Registrar 2002



Map Prepared by Travis County
 Dept of Transportation & Natural Resources
 Date: 5/8/2008
 http://www.co.travis.tx.us/maps



Travis County Roadways, Map A

Test Scale
 1 inch equals 1.002 miles
 1 inch equals 5.292 feet

Map Disclaimer: This map was created for the Travis County High Speed Rail Authority. Travis County is not responsible for identifying Travis County's maintained roadways. The data is provided as is with no warranties of any kind. For questions, contact the Travis County GIS Coordinator at (512) 854-3333.

TRAVIS COUNTY HOUSING FINANCE CORPORATION
AGENDA REQUEST

Work Session _____ Voting Session June 3, 2008 Executive Session _____
Date Date Date

- I. A. Request made by: Samuel T. Biscoe, President
(Elected Official/Appointed Official/Executive Manager/County Attorney)
- B. Requested Text: Consider and take appropriate action on request to authorize a release of lien for a first-time home buyer that repaid a loan executed on May 25, 2007.

Approved by: _____
Signature of Commissioner(s) or Judge

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

III. Required Authorizations: Please check if applicable.

- Planning and Budget Office (473-9106)
- ___ Additional funding for any department or for any purpose
- ___ Transfer of existing funds within or between any line item
- ___ Grant
- Human Resources Department (473-9165)
- ___ A change in your department's personnel (reclassifications, etc)
- Purchasing Office (473-9700)
- ___ Bid, Purchase Contract, Request for Proposal, Procurement
- County Attorney's Office (473-9415)
- ___ Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to the County Judge's office in writing by 5:00 PM on Mondays for the next week's meeting. Late or incomplete requests may be deferred to the next meeting.

Travis County Housing Finance Corporation

Memo

July 3, 2008

To: Board of Directors

From: Harvey L. Davis 

Re: Release lien – Jose Oviedo

Staff request approval to release the lien on Jose Oviedo's property located at 12307 Highway 183, Mustang Ridge, Texas. Mr. Oviedo's home was sold via eminent domain due to the construction of Hwy 130.

Stewart Title Co. repaid the \$2,000 loan on May 21, 2008 and requests that we execute the attached Release of Lien. The non-interest-bearing loan was made on May 25, 2007, to assist the Mr. Oviedo in the purchase of his first home.

Cliff Blount has reviewed the Release of Lien.

cc: Rodney Rhoades, Executive Manager, Planning and Budget
Leroy Nellis, Budget Manager
Cliff Blount, Esq.
Mary Mayes, Assistant Manager
Mike Gonzalez, Sr. Financial Analyst

RELEASE OF LIEN

DATE: _____, 2008

NOTE:

DATE: May 25, 2007

ORIGINAL AMOUNT: \$2,000.00

MAKER: JOSE OVIEDO

PAYEE: TRAVIS COUNTY HOUSING FINANCE CORPORATION

DATE OF MATURITY: As specified therein.

HOLDER OF NOTE AND LIEN: TRAVIS COUNTY HOUSING
FINANCE CORPORATION

HOLDER'S MAILING ADDRESS:

NOTE AND LIEN ARE RECORDED IN THE FOLLOWING DESCRIBED DOCUMENTS,
RECORDED IN:

Deed of Trust dated May 25, 2007, executed by JOSE OVIEDO to WILLIAM CLIFF BLOUNT, Trustee, securing the payment of one note of even date therewith in the original principal amount of \$2,000.00, payable to the order of TRAVIS COUNTY HOUSING FINANCE CORPORATION, together with all other indebtedness of any kind whatsoever secured or to be secured thereby, and the terms, conditions, and stipulations contained therein, recorded under Document Number 2007097578, of the Official Public Records of Travis County, Texas.

PROPERTY (including any improvements) TO BE RELEASED FROM LIEN:

1.490 acres of land, more or less, out of the A.M. Levy Survey, in Travis County, Texas, and being the same property more fully described by metes and bounds in the attached Exhibit "A".

Holder of the note and lien acknowledges its payment and releases the property from the lien and from all liens held by Holder of the note without regard to how they were created or evidenced.

TRAVIS COUNTY HOUSING
FINANCE CORPORATION

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS)
)
COUNTY OF TRAVIS)

This instrument was acknowledged before me on this _____ day
of _____, 2008, by _____, the
_____ of the TRAVIS COUNTY HOUSING FINANCE
CORPORATION, on behalf of said entity.

NOTARY PUBLIC, STATE OF TEXAS

AFTER RECORDING, RETURN TO:
STEWART TITLE AUSTIN, INC.
100 Congress, Suite 100
Austin, Texas 78701
Attn: Policy Department

PREPARED IN THE LAW OFFICE OF:
CLINT PARSLEY
604 West 12th Street
Austin, Texas 78701



3801 Capital of Texas Highway North
Suite E-120

RECEIVED Austin, Texas 78746

08 MAY 21 AM 10: 22

TRAVIS COUNTY
PLANNING & BUDGET OFFICE

May 20, 2008

Travis County Housing Finance Corporation
Attn: Harvey L. Davis
314 W. 11th Street, Room 540
Austin, Texas 78701

Re: File No.: 03070592
Property: 12307 HIGHWAY 183
Property Owner: Jose Oviedo
Loan No. NA

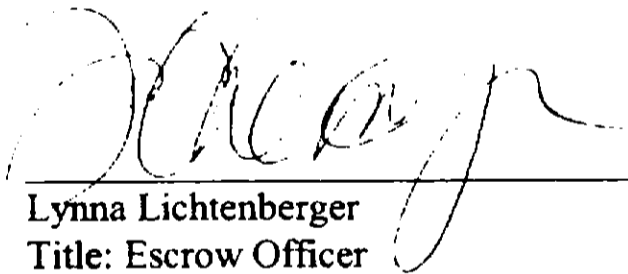
To Whom It May Concern:

Enclosed herewith please find our check number 6-15522 in the amount of \$2,000.00 representing payoff of the above captioned loan.

Please forward the executed Release/Transfer of said loan to the attention of the undersigned at the address shown above.

If you should have any questions, please contact the undersigned immediately at the phone number indicated below.

Sincerely,


Lynna Lichtenberger
Title: Escrow Officer

Encls.

- () Release/Transfer to be prepared by you
- (✓) Release/Transfer enclosed.

<input type="checkbox"/> CONGRESS (512) 472-9231	<input type="checkbox"/> LAKE TRAVIS (512) 263-5651	<input checked="" type="checkbox"/> DAVENPORT (512) 327-4533	<input type="checkbox"/> SHOAL CREEK (512) 346-0641	<input type="checkbox"/> PARMER LANE (512) 342-8881
-----------------------------------------------------	--------------------------------------------------------	-----------------------------------------------------------------	--------------------------------------------------------	--------------------------------------------------------

ORIGINAL COPY OF THIS CHECK IS VOID

6-15522

Stewart Title Austin, Inc.
Escrow Account
100 Congress Avenue, Suite 100
Austin, Texas 78701
(512) 472-4231

TEXAS CAPITAL BANK
P.O. Box 1483
Austin, Texas 78767-1483

5/19/2008

Two Thousand and 00/100 Dollars

\$ ****\$2,000.00

Pay

Travis County Housing Finance Corporation

[Handwritten Signature]

Void after 90 days

File #: 03070592

⑆ 6 1 5 5 2 2 ⑆ ⑆ 1 1 0 1 7 9 7 9 ⑆ ⑆ 0 1 1 0 0 3 6 7 2 ⑆