

# 23 **#1**  
RECEIVED  
COUNTY JUDGE'S OFFICE

Travis County Commissioners Court Agenda Request

Voting Session ~~9/16/08~~ 10/7/08  
(Date)

Work Session 08 SEP 23 PM 3:44  
(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 **October 7, 2008**, to receive comments regarding a plat for recording in Precinct Three: **Miller Subdivision (Resubdivision of Portion of Lot 43, Lake Side Addition) (Short form plat – 1 Lot – 0.47 Acre – Charles Avenue - Appropriate Fiscal Posted with City of Austin – Sewage service to be provided by on-site septic facilities – City of Austin ETJ).**

- B. 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 the Agenda Request and backup to them:

Michael Hettenhausen: 854-7563

Sylvia Limon: 974-2767

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

Last Updated 10-3-08 at 10:06 am

**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

### BACK UP MEMORANDUM

September 8, 2008

TO: Members of the Commissioners' Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM:  Anna Bowlin, Division Director, Development Services Division

SUBJECT: Miller Subdivision (Resubdivision of Portion of Lot 43, Lake Side Addition),  
in Precinct 3

#### **PROPOSED MOTION:**

Consider and take appropriate action on:

- A. Approve setting a public hearing date for October 7, 2008, to receive comments regarding a plat for recording in Precinct Three: Miller Subdivision (Resubdivision of Portion of Lot 43, Lake Side Addition) (Short form plat – 1 Lot – 0.47 Acre – Charles Avenue - Appropriate Fiscal Posted with City of Austin – Sewage service to be provided by on-site septic facilities – City of Austin ETJ).

#### **SUMMARY AND STAFF RECOMMENDATION:**

The property owner of Lot 1 wishes to create a legal lot out of the remainder of Lot 43 of the Lakeside Addition. This revised plat consists of one lot on 0.47 acre. There are no new public or private streets proposed with this revised plat. The appropriate fiscal (\$4,320.00) was posted with the City of Austin. Parkland dedication or fees in lieu of dedication are not required since this subdivision is less than four lots. A variance to Title 30-3-191 (to not construct sidewalks along Charles Avenue) was granted by the Commissioners' Court on July 22, 2008.

As this revised plat meets all Travis County standards and has been approved by the City of Austin Zoning and Platting Commission on September 2, 2008, TNR staff recommends approval of the revised plat.

#### **ISSUES AND OPPORTUNITIES:**

Single Office staff has received several inquiries from adjacent property owners requesting additional information on the project as well as questions concerning any

applicable tree ordinance in the ETJ, septic review and approval, regulations on lot size, and required notification. Written notice was mailed to all current property owners and registered neighborhood associations within 300 feet of the proposed revised plat announcing the item before the Zoning and Platting Commission, as per Texas Local Government Code 212. Also, as part of the requirements for a plat revision for projects within the City of Austin's ETJ, a notice of public hearing sign will be placed on the subject property to announce the date, time, and location of the public hearing, and written notice will be mailed to all registered property owners of the original subdivision as well as all registered neighborhood associations within 300 feet of the proposed revised plat. Should staff receive any inquiries from adjacent property owners as a result of the sign placement and/or the written notice, an addendum to this back up memorandum will be provided to the Court prior to the public hearing.

***BUDGETARY AND FISCAL IMPACT:***

None.

***REQUIRED AUTHORIZATIONS:***

None.

***EXHIBITS:***

Location map  
Precinct map  
Existing Plat  
Proposed plat



\*Note: For legibility purposes, not all State  
Maintained roadways are shown in red.



**Legend**

\_\_\_\_\_ Roadway Type

\_\_\_\_\_ "State Maintained"

\_\_\_\_\_ Incorporated

\_\_\_\_\_ Travis County Maintained

\_\_\_\_\_ Not Maintained

\_\_\_\_\_ Private

\_\_\_\_\_ Rejection of Dedication

\_\_\_\_\_ Undedicated, Private

\_\_\_\_\_ Railroad

\_\_\_\_\_ Creek

\_\_\_\_\_ Water Body

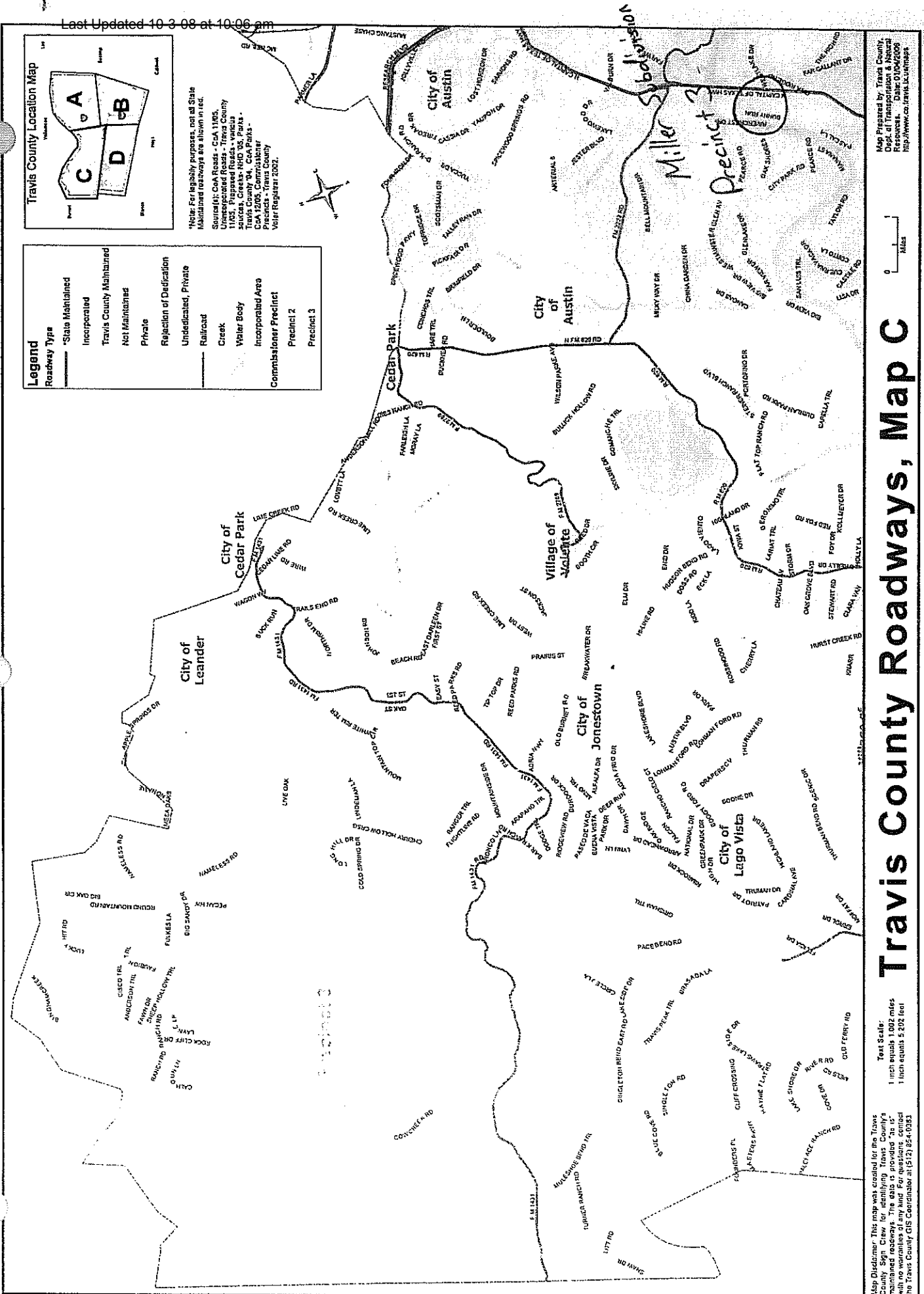
\_\_\_\_\_ Incorporated Area

\_\_\_\_\_ Commissioner Precinct

\_\_\_\_\_ Precinct 1

\_\_\_\_\_ Precinct 2

\_\_\_\_\_ Precinct 3



**Text Scale:**  
1 inch equals 1.002 mms  
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) 854-0383.

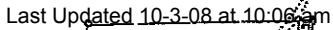
Map Prepared by: Travis County,  
Dept. of Transportation & Natural  
Resources. Date: 01/04/2008  
<http://www.co.travis.tx.us/maps>

# Travis County Roadways, Map C



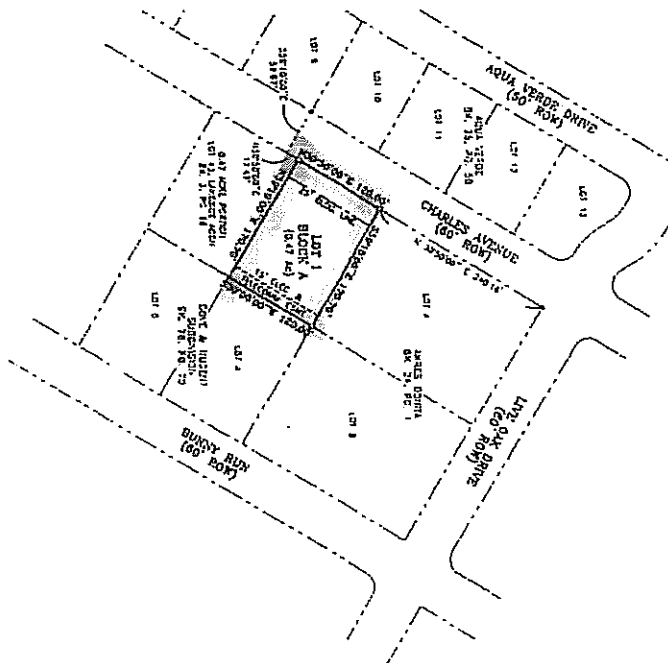
LAKE SIDE ADDITION  
TRAVIS COUNTY TEXAS

LAKE AUSTIN

[illegible]

## Proposed Plat

MILLER SUBDIVISION  
RESUBDIVISION OF PORTION OF LOT 433  
LAKE SIDE ADDITION

STATE OF TEXAS  
COUNTY OF TARRANT[illegible]

RECEIVED AT PORTLAND CT 101 42  
 MAY 21 1961

IN ACCORDANCE WITH THE LAW ON PLAT SHOUL BEHOLDEN, AND DO HEREBY  
OBLIGATE TO THE PUBLIC THE USE OF ALL STREETS AND CARRIAGES SHOW  
HOLDING, SUBJECT TO ANY AND ALL DECISIONS OR RESTRICTIONS HEREAFTER  
GRANTED AND NOT REVOKED.

WITNESSES AT HAND THE SIGNATURE OF ESKEL 2508

WILLIAM W. WILLIAMS  
P.O. BOX 30255  
AUSTIN, TEXAS 78705

STATE &amp; LOCAL GOVERNMENT OF TEXAS

[illegible]

CRISI UNDER MY HAND AND SEAL OF OFFICE THIS DATE 27 CA  
OF April 2023.

MOBILITY POLICE OF AND FOR PUBLIC SECURITY, STATE OF TEXAS  
IDENTITY:

UNIT, STATE OF TEXAS

1  
one dollar

[illegible]

REFUGEE, P.O. BOX 2419  
AUSTIN, TEXAS 78763  
(PH) 512-255-1372 (FX) 512-255-6121

2. FIRST, A SWEDISH AIR AUTHORITY REPORT THE LOSS OF THE STATE OF TEXAS TO PREVENT THE PROSECUTION OF SWEDISH AND NORWEGY CON-  
-TINUED THAT THE PLANE CRASHED WITH THE SURVIVOR RELATED MEMBERS OF  
OF THE 25 OF THE AUSTRIAN CITY CODE OF 1859, IS TRUE AND CORRECT  
AND WAS PREPARED FROM AN ACTUAL ANALYSIS OF THE PROSECUTORY RECORD  
OF THE CRIME OF SWEDISH SUPERSTITION OF THE CRIME

[illegible]

100-443887-100

Single Family Lot	1 Lot
Common Area Lots	0 Lots
Total	1 Lot
Total Acre	0.41 Acre

MEANSUS SURVEYING CO., INC.

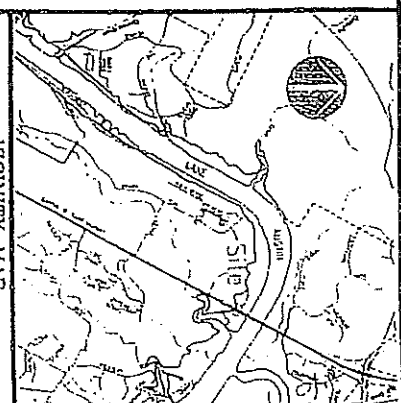
1101 HIGHWAY 360 SOUTH  
BUILDING H, SUITE 100  
AUSTIN, TEXAS 78746  
(512) 328-9302

### LEGEND

א	הוּמְחָר מִסָּה וְחֵלָה וְחֵלָה (מְחֵלָה מְחֵלָה מְחֵלָה)
ב	1/2-1/3 מִסָּה וְחֵלָה וְחֵלָה כִּי מְחֵלָה מְחֵלָה מְחֵלָה
ג	מְחֵלָה מְחֵלָה מְחֵלָה מְחֵלָה
ד	מְחֵלָה מְחֵלָה מְחֵלָה מְחֵלָה

SCALE: 1" = 100'

VICINITY MAP



✓

# 2

**Travis County Commissioners Court Agenda Request**

Voting Session : October 7, 2008  
(Date)

Work Session: \_\_\_\_\_  
(Date)

I. A. Request made by: Sherri E. Fleming Phone: 854-4100  
(Signature of Elected Official/Appointed Official/Executive Manager/County Attorney)

B. Requested Text:

Approve Resolution Celebrating "National 4-H Week" in Travis County.

C. Approved by: \_\_\_\_\_  
Signature of Commissioner(s) or County Judge

\_\_\_\_\_  
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)

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 SEP 29 PM 2:25

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.

WHEREAS, the youth and volunteers of any community are its greatest natural resource;

WHEREAS, 4-H is one of the largest youth organizations in Texas, with nearly one in every 10 Texas youth involved in 4-H;

WHEREAS, 4-H in Texas claims over 658,810 youth members and over 42,500 adult and youth volunteers, while Travis County's 4-H program numbers over 20,000 members and over 400 volunteers;

WHEREAS, 4-H, as part of Texas AgriLife Extension Service, is a program where youth learn together in all kinds of projects, events and activities; and,

WHEREAS, 4-H has been helping youth and adults learn, grow and work together for more than one hundred years.

NOW, THEREFORE, BE IT RESOLVED THAT WE, THE TRAVIS COUNTY COMMISSIONERS COURT, DO HEREBY PROCLAIM OCTOBER 5 - 11, 2008, AS

"TRAVIS COUNTY 4-H WEEK"

AND URGE THE PEOPLE OF THIS COMMUNITY TO TAKE ADVANTAGE OF THE OPPORTUNITY TO BECOME MORE AWARE OF THIS SPECIAL PROGRAM WHICH GIVES YOUTH THE CHANCE TO LEARN TOGETHER AND ON THEIR OWN AS PART OF TRAVIS COUNTY 4-H, AND TO JOIN US IN RECOGNIZING THE UNIQUE PARTNERSHIP BETWEEN TRAVIS COUNTY AND THE TEXAS A&M UNIVERSITY SYSTEM.

SIGNED AND ENTERED THIS \_\_\_\_ DAY OF OCTOBER 2008.

---

SAMUEL T. BISCOE  
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. 11<sup>th</sup> Street, Room 400 Austin, Texas 78701 (512) 854-9700 Fax (512) 854-9185

3

Approved by: \_\_\_\_\_

*Cyd V. Grimes* 9/26/08  
4B

**Voting Session: Tuesday, October 7, 2008**

**REQUESTED ACTION:** APPROVE MODIFICATION NO. 1 TO CONTRACT NO. 07K00314LP, PFLUGERVILLE ROAD EAST (PECAN STREET) CONSTRUCTION, RGM CONSTRUCTORS, L.P. (TNR)

### ***Points of Contact:***

**Purchasing:** J. Lee Perry

**Department:** TNR, Joseph P. Gieselman, Executive Manager,  
Roger Schuck, 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:**

- **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.
- TNR requests the approval of Change Order number one (1) for the above contract. This Change Order is for additional detour work through the project construction zone and gate relocation-repair expenses at the NE Metro Park entrance. This Change Order will increase the contract by \$72,921.05 from \$7,333,159.47 to \$7,406,080.52.
- **Contract Expenditures:** Within the last 12 months \$2,517,280.93 has been spent against this contract.  
☐ Not applicable

### ➤ **Contract-Related Information:**

Award Amount: \$7,333,159.47

Contract Type: Construction

Contract Period: Through completion

### **Contract Modification Information:**

Modification Amount: \$72,921.05 (Firm Amount)

Modification Type: Construction

Modification Period: Through 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: N/A

➤ **Funding Information:**

- ☒ Purchase Requisition in H.T.E.: 451604
- ☒ Funding Account: 473-4931-808-8164  
508-4931-808-8164  
508-4931-808-8164
- ☒ Comments: Purchase Order No. 389213

➤ **Statutory Verification of Funding:**

- ☐ Contract Verification Form: Funds Verified \_\_\_ Not Verified \_\_\_\_\_ by Auditor.
- ☒ Not Applicable





Rec  
9/26/08  
2 p.m.

## 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

September 23, 2008

### MEMORANDUM

TO: Marvin Brice, Assistant County Purchasing Agent

FROM: Steve Manilla P.E., TNR Public Works Director  
*[Signature]*

SUBJECT: Change Order No. 1 to Contract No. 07K00314LP  
RGM Constructors, L.P.  
Pecan Street Construction

RECEIVED  
TRAVIS COUNTY  
708 SEP 26 PM 1:51  
PURCHASING  
OFFICE

The following information is for your use in preparing an agenda item to Commissioners Court to approve Change Order No. 1 the Pecan Street Construction Contract. Please contact me at 854-9429 if you have questions or need additional information.

#### Proposed Motion:

Consider and take appropriate action on a request to approve Changer Order No 1 with RGM Constructors, L.P. for improvements to Pecan Street, in Precinct 2

#### Summary and Staff Recommendations:

This Change Order is for additional detour work through the project construction zone and gate relocation expenses at the NE Metro Park entrance. The increase in pavement quantities is necessary to address safety concerns and differences in field measured quantities versus plan estimated quantities. It will provide wider lanes and lateral clear areas thru the work zone. The cost for this work is \$65,921.05. The gate was to be relocated under the contract bid item for clearing and grubbing however the scope of the relocation work has been determined by staff to exceed the scope of clearing and grubbing because it involves repairing the mechanical operating system and bringing the gate into compliance with current safety standards. The additional cost of relocating the gate is \$7,000.00. The total change order will increase RGM Constructors contract by \$72,921.05, from \$7,333,159.47 to \$7,406,080.52.

TNR recommends approval of Change Order No. 1.

**Budgetary and Fiscal Impacts:**

The County's current approved cash flow for the 2005 bond program provided \$2,447,891 of initial funding for the Pecan Street project in April 2006 and provided an additional \$740,324 in March 2007. Under the terms of this agreement the City of Pflugerville is to provide \$4,971,000. The City's funds will be used to pay for the amount that the private developer would have been expected to provide; an amount for improving a section of Pecan Street within the Pflugerville city limits; an amount for installing street lights within the city section; and, an amount for building an additional two lanes (making a total of six lanes) for a section of the project.

The 2005 Bond program and the Participation Agreement with Pflugerville will provide construction funds for the project. The requisition number for Change Order No. 1 is 451604. The Account Numbers are 473-4931-808-8164 and 508-4931-808-8164 (05B01R). The Commodity/Sub-Commodity numbers are 968/054 and 968/098.

The Agreed Limit for the construction cost established in the Participation Agreement is \$2,750,000 for the County and \$4,971,000 for the City, for a total of \$7,721,000. The bid break-down indicates that the County's share will be \$2,728,656.47 and City share will be \$4,604,503.00. The new contract amount of \$ 7,406,080.52 is still within the Agreed Limit for construction of \$7,721,000.

**Background:**

This project was initiated in 2003 with the county entering into an interlocal agreement with the City of Pflugerville to complete the design of improvements to Pecan Street from Immanuel Road to SH 130. The City proceeded independently with designing improvements to Pecan Street between FM 685 and Immanuel but later requested the County to combine the projects for reasons of cost efficiency. The City paid for the cost of combining the projects in early 2006. Some right-of-way was acquired by the City but the majority was be donated by the developer who is a party to the Participation Agreement.

On July 12, 2005 the Court adopted principles and basic requirements for the construction of public/private partnership projects that were being considered for the 2005 bond referendum. In November 2005 the voters approved the referendum which included \$29,600,000 to construct seven Tier 1 mobility projects in Precincts 1, 2, and 4. Pecan Street was a Tier 1 project for which a Participation Agreement was approved by the Court on October 17, 2006

Attachments: Change order backup

CC: Joseph P. Gieselman, Exective Manager  
Charles Bergh, Parks Director  
Brunilda Cruz, TNR Financial Services  
Steve Sun, P.E., CIP Division Manager  
Roger Schuck, P.E., TNR Project Manager



## 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

September 25, 2006

### MEMORANDUM

TO: Cyd Grimes, Purchasing Agent

FROM: Joseph P. Gieselman, Executive Manager

SUBJECT: Modification #1 – Pecan St. Road Improvement Project  
Contract #07K00314LP  
PO #389213

TNR requests the approval of change order number one (1) for the above contract. This modification is for additional quantities to add detour pavement area and repair and upgrade to OSHA Standards existing motorized entrance gate to Northeast Metro Park. This modification will increase the above contract by \$72,921.05 from \$7,333,159.47 to \$7,406,080.52. The \$72,921.05 is encumbered under requisition number 451604 and the commodity/sub-commodities is 968/054 and 968/098.

If you have any questions or require additional information please contact Brunilda Cruz at extension 47679.

BC:JPG:bc

xc: Lee Perry, Purchasing  
Roger Schuck, TNR  
Brunilda Cruz, TNR

RECEIVED  
TRAVIS COUNTY  
PURCHASING  
OFFICE  
SEP 26 PM 1:51

**Contract No.: 04K00147JJ**

**This change order is requested for the following reason(s):**

[illegible]

NET OVERRUN/(UNDERRUN)	\$ 72,921.05
------------------------	--------------

### TIME Extensions:

The compensation and/or time extension provided by this Change Order constitutes full and complete satisfaction for all direct and indirect costs, and interest related thereto, which has been or may be incurred in connection with this change to the Contract. By affixing my signature to this Change Order, as the Contractor's duly appointed representative, on behalf of the Contractor I hereby waive any rights to seek additional funds or relief of any nature for any event or circumstance arising from this Change Order.

**NOTICE to the CONTRACTOR:**

**This is your authority to proceed with this work at the rates named above.**

Date \_\_\_\_\_

RECOMMENDED FOR APPROVAL BY:

**APPROVED:**

Date \_\_\_\_\_

~~TNR Executive Manager~~

Date \_\_\_\_\_

**Purchasing Agent**

Date \_\_\_\_\_

County Judge

Date \_\_\_\_\_

**TRAVIS COUNTY TNR  
CHANGE ORDER LOG**

**PROJECT NAME:** Pecan St Improvement Project

**CONTRACT NUMBER:** 07K00314LP

**VENDOR:** RGM Constructors, LP

**ORIGINAL CONTRACT AMOUNT:** \$ 7,333,159.47

C.O. No.	C.O. Date	DESCRIPTION	\$+/-	CUMULATIVE C.O. AMOUNTS	(%)	ADJUSTED CONTRACT AMOUNT	CUM (%)	Court/Purchasing Approval Date
1	9/25/2008	CO #1. TO ADD DETOUR PAVEMENT AREA AND REPAIR AND UPGRADE TO OSHA STANDARDS EXISTING MOTORIZED ENTRANCE GATE TO NE METRO PARK.	72,921.05	72,921.05	0.99%	\$ 7,406,080.52	0.99%	
				72,921.05	0.00%	\$ 7,406,080.52	0.99%	
				72,921.05	0.00%	\$ 7,406,080.52	0.99%	
				72,921.05	0.00%	\$ 7,406,080.52	0.99%	
				72,921.05	0.00%	\$ 7,406,080.52	0.99%	
				72,921.05	0.00%	\$ 7,406,080.52	0.99%	
				72,921.05	0.00%	\$ 7,406,080.52	0.99%	
				72,921.05	0.00%	\$ 7,406,080.52	0.99%	
				72,921.05	0.00%	\$ 7,406,080.52	0.99%	
				72,921.05	0.00%	\$ 7,406,080.52	0.99%	
				72,921.05	0.00%	\$ 7,406,080.52	0.99%	
				72,921.05	0.00%	\$ 7,406,080.52	0.99%	

TRAVIS COUNTY  
Purchase Requisition

9/26/08  
09:59:26

Number . . . . . : 0000451604  
 Type . . . . . : 1 PURCHASE REQUISITION  
 Status . . . . . : AUDITOR APPROVAL  
 Reason . . . . . : 53933 ROADS-CIP MOD PO# 389213 CONT 07K00314LP  
 By . . . . . : BRUNILDA CRUZ 854-7679  
 Date . . . . . : 9/23/08  
 Vendor . . . . . : 45448 RGM CONSTRUCTORS LP  
 Contract nbr . . . . . :  
 Ship to . . . . . : AI AS INDICATED BELOW  
 Deliver by date . . . . : 9/23/08  
 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	69275.00	DOL	CONSTRUCTION SERVICES
			CO #1. TO ADD DETOUR PAVEMENT AREA AND
			REPAIR AND UPGRADE TO OSHA STANDARDS

COMMENTS EXIST

Total: 72921.05

F3=Exit F7=Alternate view

F9=Print

F10=Approval info F12=Cancel F20=Comments

TRAVIS COUNTY

9/26/08  
10:00:16

Fiscal Year 2008

Account Balance Inquiry

Account number . . . : 473-4931-808.81-64  
Fund . . . . . : 473 U/T ROAD BONDS 2006  
Department . . . . . : 49 TNR (TRANS & NATRL RESRC)  
Division . . . . . : 31 RD CAPACITY/BRIDGE REPLMT  
Activity basic . . . . : 80 CAPITAL PROJECTS  
Sub activity . . . . . : 8 INFRA&ENV SVS (TRANS&RDS)  
Element . . . . . : 81 CAPITAL OUTLAY  
Object . . . . . : 64 PURCH SVC-INFRASTRCTR RDS

Original budget . . . . . :	0	
Revised budget . . . . . :	8,798,025	08/04/2008
Actual expenditures - current . . :	600,055.14	
Actual expenditures - ytd . . . :	2,017,498.06	
Unposted expenditures . . . . . :	.00	
Encumbered amount . . . . . :	4,477,475.83	
Unposted encumbrances . . . . . :	.00	
Pre-encumbrance amount . . . . . :	1,626,536.04	
Total expenditures & encumbrances:	8,721,565.07	99.1%
Unencumbered balance . . . . . :	76,459.93	0.9

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

TRAVIS COUNTY

9/26/08  
10:00:43

Fiscal Year 2008

Account Balance Inquiry

Account number . . . : 508-4931-808.81-64  
Fund . . . . . : 508 U/T ROAD BONDS, 2007  
Department . . . . . : 49 TNR (TRANS & NATRL RESRC)  
Division . . . . . : 31 RD CAPACITY/BRIDGE REPLMT  
Activity basic . . . . : 80 CAPITAL PROJECTS  
Sub activity . . . . . : 8 INFRA&ENV SVS (TRANS&RDS)  
Element . . . . . : 81 CAPITAL OUTLAY  
Object . . . . . : 64 PURCH SVC-INFRASTRCTR RDS

Original budget . . . . . :	0	
Revised budget . . . . . :	23,565,752	07/30/2008
Actual expenditures - current . :	538,496.87	
Actual expenditures - ytd . . . :	3,280,016.58	
Unposted expenditures . . . . . :	.00	
Encumbered amount . . . . . :	5,501,609.61	
Unposted encumbrances . . . . . :	.00	
Pre-encumbrance amount . . . . . :	8,723,019.71	
Total expenditures & encumbrances:	18,043,142.77	76.6%
Unencumbered balance . . . . . :	5,522,609.23	23.4

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, Room 400 Austin, Texas 78701 (512) 854-9700 Fax (512) 854-9185

4  
Cyd V. Grimes 9/26/08

Approved by: \_\_\_\_\_

**Voting Session: Tuesday, October 7, 2008**

**REQUESTED ACTION:** APPROVE MODIFICATION NO. 14 TO CONTRACT MA960322, EASY ACCESS, INC., FOR TAX OFFICE COMPUTER SYSTEM. (TAX OFFICE/COUNTY CLERK)

### **Points of Contact:**

**Purchasing:** Lori Clyde, 854-4205

**Department:** TAX OFFICE: Dusty Knight, 854-9702; COUNTY CLERK: Sam Castleberry, 854-4483; Gail Fisher, 854-9193; Susan Bell; Dana DeBeauvoir

**County Attorney (when applicable):** Tamara Armstrong

**County Planning and Budget Office:** Leroy Nellis

**County Auditor's Office:** Susan Spataro and Jose Palacios

**Other:**

RECEIVED  
COUNTY CLERK'S OFFICE  
08 OCT - 1

- **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 is for the maintenance of the Tax Office Computer System, which currently includes EZ-Vote, EZ-Tax, EZ-VIP, ITP software applications and the Tax Office Internet home page.

In August, Commissioners Court awarded a contract for an Interactive Voice Response System for the County Clerk Elections Division. At this time, the County Clerk's Office recommends modifying the Easy Access contract for the creation of an IVR File containing voter registration information from the EZ-Vote system. This file will be used for the people calling into the IVR to access their voter registration information automatically. The cost for this modification is \$6,000.00 (40 hours @ \$150.00/hour).

Modification 13, approved in Commissioners Court April 29, 2008, was for enhancements to EZ-VIP and to include an imaging component to EZ-Tax/EZ-Vote.

Modification 12, approved in Commissioners Court January 8, 2008, was for additional EZ-VIP licenses and support.

Modification 11, approved by the Purchasing Agent February 15, 2007, was to create a website for the County Clerk's Office similar in design to the one used by the Tax Office.

Modification 10, approved in Commissioners Court December 20, 2005, was for programming changes to handle the increase in ballot styles simultaneously.

Modifications 8-9, were for modifications and enhancements approved during FY05.

Modifications 4-7, were for modifications and enhancements approved during FY04.

Modification 3, approved in Commissioners Court February 4, 2003, was for the maintenance renewal, an increase in user licenses and the addition of maintenance for the ITP software product.

Modification 2 was for the extension/renewal of the EZ-Vote maintenance of the EZ-Tax/EZ-Vote System.

Modification 1 amended the original contract for the Tax Office computer system.

➤ **Contract Expenditures:** Within the last 12 months \$87,057.43 has been spent against this contract.

➤ **Contract Modification Information:**

Modification Amount: \$6,000.00

Modification Type:

Modification Period: Through February 28, 2009

➤ **Funding Information:**

☐ Purchase Requisition in H.T.E.: 451356

☐ Funding Account(s) 001-2020-532-6099

☐ Comments:

➤ **Statutory Verification of Funding:**

☐ Contract Verification Form: Funds Verified \_\_\_\_\_ Not Verified \_ by Auditor.

Modifications 8-9, were for modifications and enhancements approved during FY05.

Modifications 4-7, were for modifications and enhancements approved during FY04.

Modification 3, approved in Commissioners Court February 4, 2003, was for the maintenance renewal, an increase in user licenses and the addition of maintenance for the ITP software product.

Modification 2 was for the extension/renewal of the EZ-Vote maintenance of the EZ-Tax/EZ-Vote System.

Modification 1 amended the original contract for the Tax Office computer system.

➤ **Contract Expenditures:** Within the last 12 months \$87,057.43 has been spent against this contract.

➤ **Contract Modification Information:**

Modification Amount: \$6,000.00

Modification Type:

Modification Period: Through February 28, 2009

➤ **Funding Information:**

☐ Purchase Requisition in H.T.E.: 451356

☐ Funding Account(s) 001-2020-532-6099

☐ Comments:

➤ **Statutory Verification of Funding:**

☐ Contract Verification Form: Funds Verified \_\_\_\_\_ Not Verified \_ by Auditor.

**From:** Susan Bell  
**To:** Lori Clyde  
**Date:** 9/26/2008 3:31 PM  
**Subject:** EZ Access Contract Mod for IVR Phone Connection to VR Data

**CC:** Denise Carter; Gail Fisher; Michael Winn  
Lori,

We would like to request a modification to the EZ Access contract giving us the ability to ask the vendor to create a file that will allow our new IVR phone system to connect to the EZ Access Voter Registration information. This modification will give voters an automated method to check their voter registration status by phone. The amount of this programming service is \$6000. The requisition number is 451356, and the funds will be coming from 001-2020-532-6099.

Please let me know if you need additional information,  
Susan

Susan Bell  
Chief Deputy  
Travis County Clerk's Office  
512-854-9587  
P.O. Box 149325, Austin, TX 78714-9325  
Two locations:  
5501 Airport Blvd, Austin TX 78751-1410  
and 1000 Guadalupe, Austin, TX 78701-2328  
susan.bell@travis.co.tx.us

PURCHASE REQUISITION NBR: 0000451356

STATUS: READY FOR BUYER PROCESS

REASON: ELECTIONS

DATE: 9/22/08

REQUISITION BY: DENISE/43997

DELIVER BY DATE: 9/25/08

SUGGESTED VENDOR: 30099 EASY ACCESS INC

SHIP TO LOCATION: COUNTY CLERK AIRPORT ADM

1 CREATION OF IVR FILES 1.00 JOB 6000.0000 6000.00

COMMODITY: DP PROCESS & SOFTWARE SVC

SUBCOMMOD: SOFTWARE UPDATING SVCS

REQUISITION TOTAL: 6000.00

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

LINE #	ACCOUNT	OTHER PURCHASED SERVICES	PROJECT PGEN	%	AMOUNT
1	00120205326099	OTHER PURCHASED SERVICES	GENERAL FUNDS NOT ELECT	100.00	6000.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

QUOTE #2619

## TRAVIS COUNTY

9/26/08  
15:02:55

Fiscal Year 2008

## Account Balance Inquiry

Account number . . . : 1-2020-532.60-99  
Fund . . . . . : 001 GENERAL FUND  
Department . . . . . : 20 COUNTY CLERK  
Division . . . . . : 20 ELECTIONS ADMINISTRATION  
Activity basic . . . . : 53 GENERAL GOVERNMENT  
Sub activity . . . . . : 2 COUNTY CLERK  
Element . . . . . : 60 OTHER PURCHASED SERVICES  
Object . . . . . : 99 OTHER PURCHASED SERVICES

Original budget . . . . .	0	
Revised budget . . . . .	8,953	09/23/2008
Actual expenditures - current . . . . .	.00	
Actual expenditures - ytd . . . . .	2,287.48	
Unposted expenditures . . . . .	364.00	
Encumbered amount . . . . .	364.00	
Unposted encumbrances . . . . .	364.00-	
Pre-encumbrance amount . . . . .	6,000.00	
Total expenditures & encumbrances:	8,651.48	96.6%
Unencumbered balance . . . . .	301.52	3.4

F5=Encumbrances F7=Project data

F8=Misc inquiry

F10=Detail trans F11=Acct activity list

F12=Cancel

F24=More keys

**MODIFICATION OF CONTRACT NUMBER: MA960322 – Tax Office Computer System PAGE 1 OF 7 PAGES**

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: Lori Clyde TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: <b>September 25, 2008</b>
ISSUED TO: <b>Easy Access, Inc.</b> <b>4200-A N Bicentennial Dr.</b> <b>McAllen, Texas 78504</b> <b>(956) 682-3466 (v)</b> <b>(956) 682-0906 (f)</b>	MODIFICATION NO.:  <b>14</b>	EXECUTED DATE OF ORIGINAL CONTRACT:  December 13, 1994
ORIGINAL CONTRACT TERM DATES: <u>February 28, 2003–February 29, 2004</u> CURRENT CONTRACT TERM DATES: <u>March 1, 2008 – February 28, 2009</u>		

**FOR TRAVIS COUNTY INTERNAL USE ONLY:**Original Contract Amount: \$ 288,850.00 Current Modified Amount \$ 748,225.24**DESCRIPTION OF CHANGES:** Except as provided herein, all terms, conditions, and provisions of the document referenced above as heretofore modified, remain unchanged and in full force and effect.

The above mentioned contract is hereby modified to enable Easy Access, Inc. to create an IVR File containing voter registration information from the EZVote System in accordance with the attached quote number 2619 and specifications.

The cost of this enhancement will be \$6,000.00.

**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: EASY ACCESS INCBY:   
SIGNATUREBY: William C Hamer  
PRINT NAMETITLE: CEO  
ITS DULY AUTHORIZED AGENT☐ DBA☒ CORPORATION☐ OTHER

DATE:

09/25/2008

TRAVIS COUNTY, TEXAS

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

DATE:

9/26/08

TRAVIS COUNTY, TEXAS

BY: \_\_\_\_\_  
SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE

DATE:

# EZAccess

4200-A N Bicentennial Dr  
McAllen, Texas 78504  
Phone: (956) 682-3466 -- Fax: (956) 682-0906

**Quote Number:**

2619

**Quotation Date:**

09/19/2008

**Client:**

Travis County  
Voter Registration  
5501 Airport Blvd  
Austin, TX 78751-1410  
Attn: Ms Gail Fisher

**Ship To:**

Travis County  
Voter Registration  
5501 Airport Blvd  
Austin, TX 78751-1410  
Attn: Ms Gail Fisher

This quotation is valid for a period of thirty (30) days unless modified in writing by Easy Access Inc.

ITEM	QTY	MODEL NUMBER	DESCRIPTION	\$ UNIT PRICE	EXTENDED \$ AMOUNT
<b>Enhancement</b>					
1.	1	Enhance	Creation of IVR File per Specifications attached.	6,000.00	\$6,000.00

Delivery dates will be confirmed upon acceptance of this quotation.

**Special Instructions:**

<b>Sub Total</b>	\$6,000.00
<b>Sales Tax</b>	Not Applicable
<b>Installation</b>	Not Applicable
<b>Freight</b>	Not Applicable
<b>Insurance</b>	Not Applicable
<b>Gross Amount</b>	\$6,000.00

**Easy Access Inc:**

Authorized Signature: William C Hamer

Typed Name: Mr William C Hamer/ss

Title: CEO

Date: 09/19/2008

As an authorized agent, I accept the items above and the General Terms & Conditions attached hereto or incorporated herein and hereby acknowledged.

Authorized Client Signature: \_\_\_\_\_

Typed Name: \_\_\_\_\_

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

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



# Travis County IVR Export File

Where:

1A = 1 Alphanumeric

8S 0 =8 Numeric Digits

L = ISO Date (ie: 2008-09-19)

VRCPFX	1A	TEXT('VRC PREFIX')
VRCNUM	8S 0	TEXT('VRC NUMBER')
LSTNAM	20A	TEXT('VOTER LAST NAME')
FSTNAM	15A	TEXT('VOTER FIRST NAME')
MIDINI	1A	TEXT('VOTER MIDDLE INITIAL')
VTRDOB	L	TEXT('VOTER DATE OF BIRTH')
VTRAGE	3S 0	TEXT('VOTER AGE')
GENDER	1A	TEXT('GENDER')
EDRDAT	L	TEXT('EFFECTIVE DATE OF REG.')
RADR01	30A	TEXT('RESIDENCE ADDRESS LINE 1')
RADR02	30A	TEXT('RESIDENCE ADDRESS LINE 2')
RADCTY	30A	TEXT('RESIDENCE CITY')
RADSTA	2A	TEXT('RESIDENCE STATE')
RZPCOD	9S 0	TEXT('RESIDENCE ZIP CODE')
MADR01	30A	TEXT('MAILING ADDRESS LINE 1')
MADR02	30A	TEXT('MAILING ADDRESS LINE 2')
MADCTY	30A	TEXT('MAILING CITY')
MADSTA	2A	TEXT('MAILING STATE')
MZPCOD	9S 0	TEXT('MAILING ZIP CODE')
STSCOD	4A	TEXT('STATUS CODE')
CONCOD	4A	TEXT('CONGRESSIONAL DISTRICT')
SENCOD	4A	TEXT('SENATORIAL DISTRICT')
LEGCOD	4A	TEXT('LEGISLATIVE DISTRICT')
COMCOD	4A	TEXT('COMMISSIONER DISTRICT')
RODCOD	4A	TEXT('ROAD DISTRICT')
SPCCOD	4A	TEXT('SPECIAL DISTRICT')
JOPCOD	4A	TEXT('JUSTICE OF PEACE DISTRICT')
SCHCOD	4A	TEXT('SCHOOL DISTRICT')
MUDCOD	4A	TEXT('MUNICIPAL DISTRICT')
FIRCOD	4A	TEXT('FIRE DISTRICT')
CDZCOD	4A	TEXT('CDZ DISCTRICK')
SMDCOD	4A	TEXT('SINGLE MEMBER DISTRICT')
CTYCOD	4A	TEXT('CITY DISTRICT')
MTACOD	4A	TEXT('MTA DISTRICT')
LIBCOD	4A	TEXT('LIBRARY DISTRICT')
SBEDCD	4A	TEXT('STATE BOARD OF EDUCATION')
ACCCOD	4A	TEXT('AUSTIN COMM. COLLEGE')
AV1COD	4A	TEXT('VDC POSITION 18')
AV2COD	4A	TEXT('VDC POSITION 19')

AV3COD	4A	TEXT('VDC POSITION 20')
AV4COD	4A	TEXT('VDC POSITION 21')
AV5COD	4A	TEXT('VDC POSITION 22')
AV6COD	4A	TEXT('VDC POSITION 23')
AV7COD	4A	TEXT('VDC POSITION 24')
PCTCOD	4A	TEXT('PRECINCT CODE')
BALLOT	4A	TEXT('BALLOT STYLE')
SUPRES	1A	TEXT('SUPPRESS DATA')
VLDFRM	L	TEXT('VALID FROM')
VLDEND	L	TEXT('VALID THRU')
VUID	10A	TEXT('VUID NO')
EVRCVCOD	4A	TEXT(EVBM RCVCOD (1 OR 2)
EVAPPDAT	L	TEXT(EVBM APP RECEIVED DATE)
EVAPPREJ	4A	TEXT(EVBM APP REJECT CODE )
EVBALMAL	L	TEXT(EVBM BALLOT MAILED DATE)
EVBALRCV	L	TEXT(EVBM BALLOT RECEIVED DATE)

Example:

192.168.1.12 - Mocha W32 T105250

File Edit View Control Help

WORK WITH DATA IN A FILE

FORMAT : VTXPRGRC

Mode : CHANGE

File : VTXPRG

VRCPEX: C	VRCNUM: 100697	ESTNAM: DOE	VIRBOP: 107 01 17
ESTNAM: JOHN	GENDER: M	EDR001: 2003 05 17	
VERAGE: 50		EDR002:	
RAD001: 2301 VIA CORDOVA CT	RAD002: 1X	APR001: 787220000	
RAD002: AUSTIN TX	MDR002: 1X	MDR001: 787220000	
MAD001: 2101 VIA CORDOVA CT	MDR002: 1X	MDR001: 787220000	
MAD002: AUSTIN TX	MDR002: 1X	MDR001: 787220000	
STSCOD: SUS1	CONCOD: 021	SPR001: N14	SPR002: 48
COMCOD: P03	RODCOD: N04	SPR001: N14	SPR002: 48
SOICOD: S10	NUDCOD: N04	SPR001: N14	SPR002: 48
SMOCOD: B10	CLYCOD: 000	SPR001: N14	SPR002: 48
SBEDCOD: B10	ACCCOD: ALL	SPR001: N14	SPR002: 48
AV3COD: 4A	AV4COD: 4A	AV5COD: 4A	AV6COD: 4A
AV7COD: 4A	PCTCOD: 076	BALLOT: 376A	SUPRES: N
VLDFRM: 2008 01 01	VLDEND: 2009 12 31	VUID: 1100004883	

F3 F9 F5 F10 F6 F11

start

## Travis County Data for Lookup

VOTER REGISTRATION	VOTER INPUT		VTMAST	VTMELE
Voter Search	DOB, Street Number, and Zip		DOB	DOB
			STREET NAME	STREET NAME
			RESIDENCE ZIP	RESIDENCE ZIP

VOTER REGISTRATION	RESPONSE BASED ON VOTER INPUT		VTMAST	VTMELE
Search Results "am I registered?"	Yes, give VUID and Pct #		VUID, PRECINCT	PRECINCT
Search Results "am I registered?"	Yes, but not in time for election, give effective date		VALID FROM DATE	
Search Results "am I registered?"	No		No VUID found	
What is My Precinct?	List precinct		PRECINCT	PRECINCT

POLLING LOCATIONS	RESPONSE BASED ON VOTER INPUT		VTROLL / VTPASG / VTEASG ??
Eday Polling Location?	List polling location	Election Code	ED POLL LOCATION
EV Polling Locations?	List nearest to zip code	Election Code	EV POLL LOCATION

BALLOT INFORMATION	RESPONSE BASED ON VOTER INPUT		VTBCNT?
What district races are on my ballot	List district and local entities on ballot	Election Code	List district and local associations

BALLOTS BY MAIL QUESTIONS	RESPONSE BASED ON VOTER INPUT		VTEVBM
Ballot By Mail Application Received?	Yes,	Election Code	RCV (1) = Yes + Application Received Date
Ballot By Mail Application Received?	No	Election Code	No RCV + no Application Received Date
Ballot By Mail Application Accepted?	Yes	Election Code	RCV (1) + No App Reject Reason
Ballot By Mail Application Accepted?	No	Election Code	RCV (1) + App Reject Reason (BAAD, BACJ, BACR, BAFC, BAID, BAMA, BANE, BANS, BAOC, BAOT, BARA, BAPD BAPP, BAVC, BARE, BAWR, BARM, )
Ballot by Mail Mailed?	Yes, date mailed	Election Code	RCV (1) + Ballot Mailed Date
Ballot by Mail Mailed?	No	Election Code	RCV (1) + No Ballot Mailed Date
Ballot by Mail Received?	Yes, date received	Election Code	RCV (2) = Yes + Ballot Received Date
Ballot by Mail Received?	No, did not receive	Election Code	RCV (1) + No Ballot Received Date
Ballot by Mail Accepted?	Yes	Election Code	Only after Election day RCV (2) + No Bit Reject Reason
Ballot by Mail Accepted?	No, reason rejected	Election Code	Only after election day RCV (2) + Bit Reject Reason (BBAS, BBCE, BBCJ, BBID, BBMA, BBNS, BBOC, BBSR, BBVM, BBVR)

Travis County Data for Lookup

APPLICATION REJECTION CODES	APPLICATION REJECTION REASONS
BAAD	APPL RECEIVED AFTER DEADLINE
BACJ	JAIL OR RELATIVE ADDR NOT PRVD
BACR	NOT CURRENTLY REG'D TO VOTE
BAFC	APPL FAXED FROM W/IN THE CNTY
BAID	ID REQUIRED-NOT PROVIDED
BAMA	MAILING ADDRESS NOT ON RECORD
BANE	NO ELECTION STATED
BANS	APPLICATION NOT SIGNED
BAOC	NOT AN ADDR OUTSIDE THE COUNTY
BAOT	OTHER
BAPD	APPL NOT PROPERLY DELIVERED
BAPP	NO PARTY PREFERENCE
BARA	RESIDENCE ADDRESS NOT PROVIDED
BARE	APPL EARLIER THAN THE 60TH DAY
BARM	NO REASON INDICATED TO VOTE BM
BAVC	WRONG EARLY VOTING CLERK
BAWR	APPLICATION MISTAKE BY WITNESS

BALLOT REJECTION CODES	BALLOT REJECTION REASONS
BBAS	APP AND CRR SIGS DON'T MATCH
BBCE	ISSUES WITH CARRIER ENVELOPE
BBCJ	CHALLENGE AND REJECTION
BBID	ID REQUIRED-NOT PROVIDED
BBMA	MAILING ADDRESS NOT ON RECORD
BBNS	SOR NOT RETURNED
BBOC	NOT AN ADDR OUTSIDE THE COUNTY
BBSR	SOR ADR OUTSIDE POLTCL SUBDVSN
BBVM	NO REASON INDICATED TO VOTE BM
BBVR	NOT CURRENTLY REG'D TO VOTE

Travis County Data for Lookup

ELECTIONS	ELECTION CODES
November 2008	G08
May 2009	GA09
June 2009	GR09
November 2009	G09
March 2010	P10
April 2010	PR10
May 2010	GA10
June 2010	GR10
November 2010	G10



## TRAVIS COUNTY PURCHASING OFFICE

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

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

Approved by: \_\_\_\_\_

*Cyd V. Grimes 9/26/08*

**Voting Session: Tuesday, October 7, 2008**

**REQUESTED ACTION:** APPROVE MODIFICATION NO. 1 TO CONTRACT NO. PS080131JW, C. FAULKNER ENGINEERING, FOR PEER REVIEW OF SUBDIVISION CONSTRUCTION PLANS. (TNR)

### ***Points of Contact:***

**Purchasing:** Jason G. Walker

**Department:** (TNR), Joe Gieselman, Executive Manager; Anna Bowlin

**County Attorney (when applicable):** Gary Martin

**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.
- This modification will add an additional phase to the peer review in order to further understand the drainage problems and identify alternative solutions. Such services will entail gathering additional information using additional survey information (combining aerial surveys to obtain one foot contours over the entire development with on-the-ground survey used to get the exact elevation of critical features) and then performing a quantitative analysis. This additional phase is in the amount of \$49,345.00.
- On January 28, 2008 the Purchasing Agent approved contract no. PS08031JW with C. Faulkner Engineering for a peer review of the construction plans for Cardinal Hills Estates Unit 15 by Primera Homes in the amount of \$19,780.00. This subdivision has become controversial due to the following: 1) the financing mechanisms for the home construction, 2) the unfinished state of the streets and drainage infrastructure, 3) the overlapping drainage easements and septic lines, 4) the workmanship of the homes that were built, 5) contractors not being paid, and 6) persistent drainage problems. Primera Homes has since filed bankruptcy, and Travis County is now working to have the bonding company complete the street and drainage infrastructure.
- **Contract Expenditures:** Within the last 9 months \$19,780.00 has been spent against this contract.

☐ Not applicable

➤ **Contract-Related Information:**

Award Amount: \$19,780.00 (Not-to-Exceed)  
Contract Type: (Professional Services Agreement)  
Contract Period: 1/28/08 through project completion

➤ **Contract Modification Information:**

Modification Amount: \$49,345.00 (See Additional Procurement Comments)  
Modification Type: N/A  
Modification Period: 1/28/08 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.: 451184  
☒ Funding Account(s): 001-4911-621-4007  
☐ Comments:

➤ **Statutory Verification of Funding:**

☒ Contract Verification Form: Funds Verified \_\_\_ Not Verified X by Auditor.



## 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

September 18, 2008

### MEMORANDUM

RECEIVED  
TRAVIS COUNTY  
2008 SEP 19 PM 3:35  
PURCHASING  
OFFICE

TO: Cyd Grimes, Purchasing Agent

FROM: Anna Bowlin, Development Services Division Director

SUBJECT: Request to Modify Contract PS080131JW- Engineering Services for Peer Review with C. Faulker Engineering, LP

#### Summary:

TNR is requesting a modification to Contract PS080131JW - Engineering Services for Peer Review of Subdivision Construction Plans, with C. Faulkner Engineering, LP (CFE). The modification is for continuing analysis of the Cardinal Hills Estates Unit 15 subdivision. TNR is also requesting that as part of the modification, the Court also approve the revised amount of \$50,000.

#### Issues and Opportunities:

The Cardinal Hills Estates Unit 15 subdivision was recorded in November 1970. At that time Travis County did not require construction plans and fiscal for subdivision infrastructure and the streets and drainage were never built. In mid May 2004 Primera Homes (using the marketing name Maravilla) submitted construction plans so they could obtain a basic development permit for the streets and drainage in subdivision. At that time Primera owned 85 of 118 lots in the subdivision. During the same time period as the construction plans were being reviewed, Primera was also issuing separate instrument drainage easements and going through the septic permit review process. At the end of August 2004 the developer posted a bond for the infrastructure improvements and was granted a development permit. The developer started and did not complete the infrastructure improvements approved as part of the permitting process. As a result, the subdivision became very controversial.

On December 18, 2007 the Commissioners Court authorized a consulting contract with CFE for their engineer, Hank Smith, to conduct a peer review of the street and drainage construction plans for Cardinal Hills Estates Unit 15 to determine the cause of the drainage problems. The first phase of this contract, which was completed in the Spring of 2008, concluded that the drainage problems were largely caused as a result of the infrastructure not being constructed as per the original approved construction plans, and infrastructure construction not being completed. The study also found that, although the original design engineer used impervious



cover assumptions consistent with industry standards, completing the infrastructure punch list would likely not remedy all of the drainage problems experienced in the subdivision given the amount of impervious cover built on the lots.

To further understand the drainage problems in the subdivision and to identify alternative solutions, the consulting engineer recommended a second phase of the study. Phase two of the contract includes two parts -- gathering additional information about the subdivision using additional survey information, and performing a quantitative analysis. The survey will provide data necessary for the analysis of the drainage system and it will include a combination of aerial surveys to obtain one foot contours over the entire development with on-the-ground survey used to get the exact elevation of critical features. The cost of the survey portion of Phase two is \$17,545. The second part of Phase two is a detailed quantitative drainage analysis concluding with a series of recommendations regarding improvements required to ensure that the overall drainage system operates appropriately. The cost for the quantitative analysis portion of Phase two is \$31,800. Construction plans and bid documents for the recommended improvements, if needed, are not included in Phase two and would be part of a future contract modification.

On September 16, 2008 the Commissioner's Court authorized \$30,000 for CFE to complete Phase two of this project. The cost for the entire Phase two is \$49,345. (Please see attached scope from CFE.) Unfortunately TNR did not have the scope of work available during Court when the discussion of the amount needed took place, and an estimate of \$30,000 was provided to the Court. The actual amount needed is \$50,000. The analysis authorized by the Court cannot be completed for the original estimate of \$30,000.

#### **Budget and Fiscal Impact:**

The \$50,000 is encumbered under requisition number 451184 in H.T.E., under account 001-4911-621-4007, and the commodity/sub-commodity is 918/031. BAF 13083 has been processed, and is currently in the Auditor-Final queue.

#### **Exhibits:**

Scope of work for Phase Two

AB:ab/ccm



Fiscal Year 2008

## Account Balance Inquiry

Account number . . . : 1-4911-621.40-07  
 Fund . . . . . : 001 GENERAL FUND  
 Department . . . . . : 49 TNR (TRANS & NATRL RESRC)  
 Division . . . . . : 11 LAND DEVELOPMENT SERVICES  
 Activity basic . . . . : 62 INFRA-ENV SCVS (TRNS&RDS)  
 Sub activity . . . . . : 1 TNR (TRANS & NATRL RESRC)  
 Element . . . . . : 40 PROFESSIONAL SERVICES  
 Object . . . . . : 07 CONSULTING

Original budget . . . . . :	0	
Revised budget . . . . . :	70,000	09/19/2008
Actual expenditures - current . . :	.00	
Actual expenditures - ytd . . . :	19,780.00	
Unposted expenditures . . . . . :	.00	
Encumbered amount . . . . . :	.00	
Unposted encumbrances . . . . . :	.00	
Pre-encumbrance amount . . . . . :	49,345.00	
Total expenditures & encumbrances:	69,125.00	98.8%
Unencumbered balance . . . . . :	875.00	1.3

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

9/25/08  
08:19:54

Account number: 01-4911-621-40.07  
PROFESSIONAL SERVICES / CONSULTING  
Position to . . . . Requisition number \_\_\_\_\_  
or Po number . . . . \_\_\_\_\_

Type selections, press Enter.

1=Select

Opt	Requisition Number	Purchase Order	Amount	Year	Project
—	0000451184		49,345.00	2008	

F12=Cancel

PURCHASE REQUISITION NBR: 0000451184

REQUISITION BY: SHERYL HOLDER 854-9383      STATUS: AUDITOR APPROVAL      DATE: 9/19/08  
 REASON: ATTN: JASON WALKER (MARAVILLA - PHASE II)  
 SUGGESTED VENDOR: 123410 C FAULKNER ENGINEERING, LP      DELIVER BY DATE: 12/31/08

SHIP TO LOCATION: TNR ADMIN - 11TH FLR

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

1	CARDINAL HILLS ESTATES UNIT 15 PHASE II (SURVEY) COMMODITY: CONSULTING SERVICES SUBCOMMOD: CONSTRUCTION	17545.00	DOL	1.0000	17545.00
2	CARDINAL HILLS ESTATES UNIT 15 PHASE II (QUANTITATIVE ANALYSIS) COMMODITY: CONSULTING SERVICES SUBCOMMOD: CONSTRUCTION	31800.00	DOL	1.0000	31800.00

REQUISITION TOTAL: 49345.00

A C C O U N T   I N F O R M A T I O N

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	00149116214007	PROFESSIONAL SERVICES CONSULTING	100.00	17545.00
2	00149116214007	PROFESSIONAL SERVICES CONSULTING	100.00	31800.00
				49345.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

20080919 WT

**MODIFICATION OF CONTRACT NUMBER: PS080131JW, Peer Review of  
Subdivision Construction Plans****PAGE 1 OF 4 PAGES**

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: <b>September 23, 2008</b>
ISSUED TO: <b>C Faulkner Engineering</b> <b>907 West 5<sup>th</sup> St., Suite 250</b> <b>Austin, TX 78703</b>	MODIFICATION NO.: <b>1</b>	EXECUTED DATE OF ORIGINAL CONTRACT: <b>January 28, 2008</b>
ORIGINAL CONTRACT TERM DATES: <u>1/28/08</u> – <u>through project completion</u> CURRENT CONTRACT TERM DATES: <u>1/28/08</u> – <u>through project completion</u>		

**FOR TRAVIS COUNTY INTERNAL USE ONLY:**Original Contract Amount: \$19,780.00      Current Modified Amount \$69,125.00**DESCRIPTION OF CHANGES:** Except as provided herein, all terms, conditions, and provisions of the document referenced above as hereofore modified, remain unchanged and in full force and effect.

A. The Additional Phase II Services, as outlined in Contractor's May 20, 2008 letter proposal, are hereby added to the contract. As a result of these Additional Phase II Services, contract pricing is adjusted as follows:

1. Reference Exhibit I, Section 6. The Total Agreement Sum is changed from an NTE amount of \$19,780.00 to an NTE amount of \$69,125.00 (\$19,780.00 Basic Services, and \$49,345.00 Additional Phase II Services), an increase of \$49,345.00.

B. All other terms and conditions remain unchanged.

**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: <u>C. Faulkner Engineering</u>	<input type="checkbox"/> DBA
BY: <u>[Signature]</u>	<input type="checkbox"/> CORPORATION
SIGNATURE	<input checked="" type="checkbox"/> OTHER <u>L.P.</u>
BY: <u>Harold B. Smith</u>	DATE: <u>9/29/08</u>
PRINT NAME	
TITLE: <u>Principal / owner</u>	
ITS DULY AUTHORIZED AGENT	
TRAVIS COUNTY, TEXAS	DATE: <u>9/20/08</u>
BY: <u>Cyd V. Grimes</u>	
CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	
TRAVIS COUNTY, TEXAS	DATE:
BY:	
SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	

**C FAULKNER ENGINEERING**

907 West 5<sup>th</sup> Street, Suite 250  
Austin, Texas 78703

PO Box 1528  
Austin, Texas 78767-1528

P: 512.495.9470  
F: 512.495.9473



May 20, 2008

Anna Bowlin, AICP  
Director, Planning and Engineering Services, Travis County TNR  
P.O. Box 1748  
Austin, TX 78767  
P: (512) 854-9383  
F: (512) 854-4649

**Cardinal Hills Estates Unit 15**

Travis County - TNR

Anna:

As we have been discussing we are prepared to move forward with the second Phase of analysis for the Cardinal Hills Estates Unit 15 "Maravilla Subdivision" development. We believe we have adequately provided the appropriate level of response for Phase I and need more detailed survey information prior to completing further analysis and developing recommendations for the final improvements.

As we discussed previously, Phase I of the analysis did not produce a quantitative solution to the issues at Cardinal Hills Estates Unit 15, but instead provided a qualitative analysis of the engineering design and construction compliance with the approved plans.

**Phase II Scope of Services:**

The first step in this Phase will be to obtain survey information for the site upon which to base our final recommendations. An updated drainage analysis based upon this survey information will be the next deliverable, with a findings report and construction plan preparation to follow.

The survey will include a combination of aerial survey to obtain one foot contours over the entire development with on-the-ground survey used to get exact elevation of critical features and to determine sizes of driveway culverts and other items that are not identified by the aerial survey.

Phase I of the study determined that the as-built construction was, in the engineering sense, largely inconsistent with the approved and permitted construction plans, specifically:

1. Roadside bar ditches throughout the project are inconsistent with the plans.
2. The storm sewer system is currently compromised by interference with inlet capture by degrading erosion protection and construction debris.
3. The County inspection report notes that there are driveway culverts in place that are not consistent with the plans.

Phase I of this study concluded that it is impractical to correct the construction in order to comply with the approved construction plans. The re-construction of virtually all the bar ditches would be extremely intrusive to the neighborhood. This reconstruction would also prevent direct access to residences by owners over what would likely be a significant time frame, and it would be necessary to remove a majority of all driveway culverts to facilitate the ditch re-construction.

May 20, 2008  
Page 2



Phase I of the evaluation concluded that the interests of the jurisdictions and the neighborhood may be better served by a Phase II "quantitative analysis" predicated upon a project survey. The issue of lot grading, and how it would affect the potential for localized or isolated flooding may not be addressed by constructing the improvements in strict conformance to the approved plans. In addition, constructing the improvements in strict conformance with the plans does not address the inadequate conveyance capacity of the lower reach of the storm sewer system. This reach of the storm sewer system lies between houses in many cases where there is a working path less than ten feet wide, less when including roof overhangs. The on-site wastewater treatment disposal fields for many of these houses appear to occupy the upper elevations of the storm sewer path as well.

Based on the findings in Phase I it is our recommendation to proceed with a detailed survey of the development to document the as-built conditions and in some cases the functional condition of the improvements. Our survey estimate is \$17,545 for the basic survey as indicated by items 1-3 below. This survey information will provide data to allow us to analyze the actual conditions under which the system is functioning.

There are 2 additional survey items that may prove beneficial and our recommendations are as follows: Item 4 – It is likely that the solution may include some coordination with the School District property in regards to the way the drainage from this area is routed through or around the project. This additional survey information will provide us the information necessary to analyze alternative solutions for this drainage. Finally, it will be helpful to meet with the residents prior to conducting our survey in an effort to explain what the County is working to accomplish and gather first hand knowledge of some of the problems that may direct some of our survey efforts.

The survey information is summarized below:

Phase II (Survey)	Hours	Billing Rate	Total	
1 Aerial survey information			\$3,650	
2 Control Survey – establish GPS control, set aerial panels, tie random lot corners and monuments	11	\$85	\$935	
	44	\$130	\$5,720	
3 Field Survey to locate storm drain utilities, driveways to 10' beyond ROW and detention pond details	24	\$85	\$2,040	
	40	\$130	\$5,200	
4 Locate drainage structures and add aerial DTM to include AISD Tract	8	\$85	\$680	
	30	\$130	\$3,900	
5 Meetings	5	\$150	\$750	
	10	\$130	\$1,300	
	10	\$85	\$850	

At the conclusion of the Phase II survey work we will deliver a report with all survey data provided as well as a summary of the findings.

Phase I of the investigation concluded that the interests of the community may be better served by in-depth analysis dedicated to understanding the current dynamics of the runoff and function of the drainage systems of this project, including how runoff may travel among the houses. It would allow for the exploration of alternatives to re-constructing every ditch in the project to plan line and grade by assessing the efficacy of the ditches that are actually

May 20, 2008  
Page 3



constructed. Such an approach would also permit the opportunity to evaluate alternatives to re-constructing the inadequate reach of the storm sewer system between the closely spaced houses

Therefore, the initial portion of Phase II will be to complete a detailed "quantitative analysis". The purpose of this analysis will be to evaluate the capacity of the drainage structures as they were constructed and as they are operating in their current condition. The conclusions of this evaluation will be a series of recommendations regarding improvements that will be required to ensure that the overall drainage system operates appropriately.

This "quantitative analysis" will be based on actual conditions as determined from our field survey as opposed to the theoretical analysis used for the original design and for our Phase I "qualitative analysis".

Based on the findings from the survey information we will proceed with a detailed quantitative analysis of the development to document the actual operating characteristics of the overall drainage system and the functional condition of some of the improvements.

Our engineering estimate is \$31,800 to complete the analysis and the estimated costs are summarized below:

Phase II (Quantitative Analysis)	Hours	Rate	Total	
1 Quantitative Drainage Analysis	10	\$150	\$1,500	
	120	\$130	\$15,600	
	40	\$85	\$3,400	
2 Summary Report and Exhibits	10	\$150	\$1,500	
	40	\$130	\$5,200	
	20	\$85	\$1,700	
3 Meetings	5	\$150	\$750	
	10	\$130	\$1,300	
	10	\$85	\$850	

Based on the finding from the Phase II "quantitative analysis" the final step in this process will be to prepare construction plans and other associated bid documents to get a contractor to construct the necessary improvements. Based on the findings in Phase I it is reasonable to assume that the engineering fee for Phase III will be in the range of \$30,000 to \$50,000 depending on the final design requirements that are identified in Phase II.

The engineering and survey fees for the quantitative analysis and construction plan preparation have the most opportunity for revision since we are trying to estimate the cost to fix a problem that will not get identified until we complete the as-built survey. We have attempted to make an educated guess based on the quantitative analysis in Phase I.

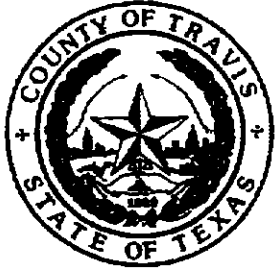
Please feel free to contact me at anytime if you have any questions or comments regarding this proposal.

Sincerely,

A handwritten signature in black ink, appearing to read 'Hank B. Smith'.

Hank B. Smith, P.E.  
Principal / Owner



**TRAVIS COUNTY PURCHASING OFFICE*****Cyd V. Grimes, C.P.M., Purchasing Agent***314 W. 11<sup>th</sup> Street, Room 400 Austin, Texas 78701 (512) 854-9700 Fax (512) 854-9185**25**

Approved by: \_\_\_\_\_

*Cyd V. Grimes 9/19/08***Voting Session: Tuesday, September 30, 2008****REQUESTED ACTION:** APPROVE CONTRACT NO. PS090030RE WITH WORKSOURCE-GREATER AUSTIN AREA WORKFORCE DEVELOPMENT BOARD FOR FY 2009 CHILD CARE LOCAL MATCH TRANSFER AGREEMENT. (HHS & VS).***Points of Contact:*****Purchasing:** Rebecca Gardner**Department:** HHS, Sherri Fleming, Executive Manager**County Attorney (when applicable):** Mary Etta Gerhardt**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 statutes.

WorkSource – Greater Austin Area Workforce Development Board, as the local agent for the Texas Workforce Commission, distributes state and federal child care funding for low-income working families in Travis County. WorkSource can utilize local contributions to draw down additional federal funds for child care. Under the proposed transfer agreement, Travis County will transfer \$223,741 of General Fund money earmarked for child care to WorkSource so the organization can leverage an additional \$490,175 in federal child care funds to produce a total of \$713,916 to provide child care for low-income families in Travis County.

- **Contract Expenditures:** NA

- **Contract-Related Information:**

Award Amount: \$223,741.00

Contract Type: Professional Services

Contract Period: October 1, 2007-September 30, 2008

- **Contract Modification Information:**

Modification Amount: N/A

Modification Type: N/A

Modification Period:

➤ **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.: To be entered after new budget is loaded
- ☒ Funding Account(s): 001-5891-611-6293
- ☐ Comments:

➤ **Statutory Verification of Funding:**

- ☒ Contract Verification Form: Funds Verified X Not Verified    by Auditor.



**TRAVIS COUNTY HEALTH and HUMAN SERVICES  
and VETERANS SERVICE  
100 North I.H. 35  
P. O. Box 1748  
Austin, Texas 78767**

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

**DATE:** September 18, 2008  
**TO:** Members of the Commissioners Court

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

**SUBJECT:** Workforce Solutions Transfer Agreement

**Proposed Motion:**

Consider and take appropriate action to approve the FY'09 Workforce Solutions Transfer Agreement.

**Summary and Staff Recommendations:**

Workforce Solutions – Capital Area Workforce Board, as the local agent for the Texas Workforce Commission, distributes state and federal child care funding for low-income working families in Travis County. Workforce Solutions can utilize local contributions to draw down additional federal funds for child care. Under the proposed transfer agreement, Travis County will transfer \$223,741 of General Fund money earmarked for child care to Workforce Solutions so the organization can leverage an additional \$447,482 in federal child care funds to produce a total of \$671,223 to provide child care for low-income families in Travis County.

TCHHSVS staff recommends approving this agreement.

**Budgetary and Fiscal Impact:**

Travis County will make a single payment of \$223,741 to Workforce Solutions in October 2008. The money is in line item 001-5891-611-6294. This contract follows the county fiscal year. The contract number is PS080002RE. The requisition will be entered once the FY'09 budget is approved and loaded into H.T.E.

**Issues and Opportunities:**

The FY'09 agreement will increase the amount of money available for child care in Travis County and allow Travis County to retain significant control over how the money is spent.

**Background:**

Workforce Solutions also receives money from the City of Austin under a separate agreement which it uses to leverage federal funds for child care.

Cc: Susan A. Spataro, CPA, CMA, Travis County Auditor  
Jose Palacios, Chief Assistant County Auditor  
Mike Crawford, Senior Financial Analyst, Travis County Auditor  
Mary Etta Gerhardt, Assistant County Attorney  
Rodney Rhoades, Executive Manager, Planning and Budget Office  
Travis Gatlin, Analyst, Planning and Budget Office  
Cyd Grimes, C.P.M., Travis County Purchasing Agent  
Rebecca Gardner, Assistant Purchasing Agent, Travis County Purchasing Office

**Child Care Local Match Contribution Agreement  
Local Workforce Development Board**

<b>NAME OF CONTRIBUTOR</b>	<b>Travis County</b>
<b>PLEDGED LOCAL MATCH AMOUNT</b>	
<b>DONATION</b>	
<b>TRANSFER</b>	\$223,741
<b>CERTIFICATION OF EXPENDITURES</b>	

The contributor identified above pledges the local funds as indicated in order for the Texas Workforce Commission (Commission) to draw down additional federal funds. Both the local and matched federal funds will be used for the provision of allowable child care services or activities in the Workforce Solutions - Capital Area Workforce Board area.

All parties understand and agree that (1) the appropriate Federal Medical Assistance Percentage for Texas will be used to determine the amount of federal funds matched as a result of this local contribution; and (2) this agreement is contingent upon acceptance of this agreement in an open meeting by a majority of the Commission.

**SIGNATURES:** The person signing this agreement on behalf of the contributor or the Board hereby warrants that he or she has been fully authorized to:

- execute this agreement on behalf of his or her organization; and
- validly and legally bind his or her organization to all the terms, performances, and provisions of this agreement.

For the faithful performance of this agreement as delineated, the parties below affix their signatures and bind their agencies effective October 1, 2008 and continuing through September 30, 2009.

	<u>Travis County</u> <b>CONTRIBUTOR</b>	<u>Workforce Solutions - Capital Area Workforce Board</u> <b>LOCAL WORKFORCE DEVELOPMENT BOARD</b>
<b>Signature</b>	<b>BY:</b>	
<b>Printed Name</b>	<b>Samuel T. Biscoe</b>	<b>Alan D. Miller</b>
<b>Title</b>	<b>Travis County Judge</b>	<b>Executive Director</b>
<b>E-mail Address</b>	<b>Sam.Biscoe@co.travis.tx.us</b>	<b>Alan.Miller@twc.state.tx.us</b>

## **Child Care Local Match Contribution Agreement GENERAL AGREEMENT TERMS**

### **SECTION 1: Legal Authority**

In the State of Texas, the Texas Workforce Commission (Commission) is designated as the lead agency for the administration of Child Care and Development Funds (CCDF) available under Title VI of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, (42 U.S.C. §9801, et seq.).

Pursuant to federal regulations (45 Code of Federal Regulations §§ 98 and 99), the Commission is the CCDF Lead Agency for Texas and the entity designated to accept donated funds from any private entity or transferred funds from any public entity or certifications of expenditures from public entities that may be used as match for available federal funds. As such, the terms of this agreement are contingent upon the certification of private donations (if applicable) by the Commission and the final acceptance of this agreement in an open meeting by a majority of the Commission.

### **SECTION 2: The contributor, by executing this agreement, certifies that:**

- a. It is not currently a party to an administrative proceeding pending before the Commission. If the contributor should become a party to an administrative proceeding before the Commission prior to acceptance of this agreement, this agreement shall be void.
- b. The contributor, if it is a for-profit entity, does not currently:
  - i) have a contractual relationship with the Commission for services or products of a value of \$50,000.00 or greater; or
  - ii) have a bid before the Commission for such a contract, except for a contract or bid that relates solely to providing child care services.
- c. Upon execution of this agreement, the contributor shall not enter into a contract with the Commission or submit a bid in response to a request for proposal issued by the Commission before the first anniversary of the date on which the Commission accepted a donation from the contributor unless the contract or bid relates only to providing child care services.

### **SECTION 3: The contributor agrees as follows:**

- a. To remit to the Commission the pledged local share in accordance with Item E, Donation/Transfer Payment(s) and Public Entity Certification of Expenditures Schedule.
- b. For donations and transfers of funds, checks remitted by the contributor must be made payable to the **Texas Workforce Commission or to the Board and submitted to the Commission through the Board.**
- c. To keep, and make available to the Commission or the Board upon request, records adequate to show that the contributed funds put forth in this agreement are eligible for matching purposes.

- d. When certifying expenditures of public funds as the local match, to provide the Board and Commission with a statement that certifies the expenditures and includes information detailing services delivered and expenditures in the format and within the time frames prescribed by the Board.
- e. To certify that the expenditures used as child care match are eligible for federal match, and were not used to match other federal funds.
- f. Donations from private entities:
  - (i) are donated without any restriction that would require their use for a specific individual, organization, facility, or institution;
  - (ii) do not revert to the donor's facility or use;
  - (iii) are not used to match other Federal Funds;
  - (iv) shall be certified both by the donor and by the Commission;
  - (v) shall be subject to the audit requirements in 45 CFR §98.65; and
  - (vi) shall provide the Board and the Commission, upon request, data needed for federal reporting purposes.

**SECTION 4:** The Board agrees as follows:

- a. To use the funds donated or transferred by the contributor, and the resulting federal funds, for child care services within the workforce area consistent with the intent of this agreement.
- b. To ensure that child care services provided by funding made available through this agreement are only those provided in accordance with all applicable local, State, and federal laws and regulations.
- c. To ensure that certified public expenditures (if applicable) represent expenditures eligible for federal match; were not used to match other federal funds; and were not federal funds unless authorized by federal law to be used to match other federal funds.
- d. To ensure that donations from private entities:
  - (i) are donated without any restriction that would require their use for a specific individual, organization, facility, or institution;
  - (ii) do not revert to the donor's facility or use;
  - (iii) are not used to match other federal funds;
  - (iv) shall be certified both by the donor and by the Commission;
  - (v) shall be subject to the audit requirements in 45 CFR 98.65; and
  - (vi) shall provide the Commission, upon request, data needed for federal reporting purposes.
- e. To inform the contributor of the time frames and procedures for remitting payment of pledged funds or submitting reports delineating certification of expenditures during the contribution period.

**SECTION 5:** The Board and the contributor agree as follows:

- a. That performance under this agreement is contingent upon the certification of private donations (if applicable) and the final acceptance of this agreement in an open meeting by a majority of the Commission.
- b. "Child Care Local Match Contribution Information" is incorporated by reference.
- c. To comply with federal regulations in 45 CFR 98.53 relating to matching fund requirements and 98.54 relating to restrictions on the use of funds.
- d. To submit a certification of expenditures report, certifying that the child care related expenditures were incurred according to regulations and policies to draw down such federal matching funds, and have not already been used as match for any other federal matching program.
- e. Other agreed-upon local operating plans and procedures used to implement and carry out the terms and intent of this agreement must comply with Board policies and procedures.
- f. This agreement for the contributor to provide matching funds is contingent upon the availability and amount of unmatched federal Child Care and Development Fund appropriations. If such funds are otherwise unavailable or reduced, written notice of termination, payment suspension, or funding reduction will be given by any party.
- g. These terms and conditions may be amended by written agreement of all parties at any time prior to the current agreement end date, as indicated on page one of this agreement, contingent upon acceptance of the amended terms and conditions by all parties.
- h. If federal, State, or local laws or other requirements are amended or judicially interpreted so as to render continued fulfillment of this agreement, on the part of any of the parties, substantially unreasonable or impossible, and if the parties should be unable to agree upon any amendment that would therefore be needed to enable the substantial continuation of the services contemplated herein, the parties shall be discharged from any further obligations created under the terms of this agreement, except for the equitable settlement of the respective accrued interests or obligations incurred up to the date of termination.
- i. This agreement may be terminated by any party, for any reason, upon written notification to the other parties of at least 30 days in advance of such termination. Such written notification will be sent to the contributor's address as specified on Page 5 of this agreement.



**CHILD CARE LOCAL MATCH CONTRIBUTION INFORMATION****A. BOARD INFORMATION:**

Board Name: Workforce Solutions - Capital Area Workforce Board		
Board Address: 6505 Airport Blvd., Suite 101-E, Austin, TX 78752		
Board Staff – Contact Name: Lynne Phillips	Phone: 512 597 7109	Fax: 512 719 4709
E-mail Address: lynne.phillips@twc.state.tx.us		

**B. CONTRIBUTOR INFORMATION:**

Contributor Name: Travis County		
Contributor Address: Travis County Health and Human Services and Veterans Services ATTN: John Bradshaw P.O. Box 1748 Austin, TX 78767		
Type of Entity: Government		
Name of Fiscal Agent (if applicable):		
Vendor ID Number or Federal Employer ID Number of Contributor or Contributor's Fiscal Agent:		17460000192200
Contributor Contact Name: John Bradshaw	Phone: 512 854 4277	Fax: 512 854 4123
E-mail Address: john.bradshaw@co.travis.tx.us		

**C. ORIGINATING AGREEMENT INFORMATION:**

Type of Contribution: <input type="checkbox"/> Donation (Private Entity) <input checked="" type="checkbox"/> Transfer (Public Entity) <input type="checkbox"/> Certification (Public Entity)
Pledged Local Match Amount: \$223,741
Program Number: 07142T02FY08
Did a Board Member assist in securing this local match agreement? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
• If YES, Name of Board Member:
• How did the Board Member assist?

**D. UTILIZATION OF FUNDS DESCRIPTION:**

The planned utilization of funds, including planned amounts, is described below. Utilization of funds must be in compliance with the State's Child Care and Development Fund Plan in effect for the contract period.

1. **Cash Contributions:** The description below addresses the Board's planned utilization of local and federal funds resulting from donation and transfer of funds agreements.

	Description	Planned Funding (Local and Federal)
Direct Child Care	Purchase direct child care for CCDF eligible families receiving care from eligible providers participating in the Texas Rising Star program selected through a competitive process conducted by the City of Austin. At the sixth and ninth month expenditure benchmark, the board, in coordination with the county, may re-allocate any projected lapse in the federal matching share of funding. Re-allocated funding will be utilized to purchase care from eligible providers for other CCDF eligible families living in Travis County.	\$ 671,223
Child Care Quality Improvement	<input type="checkbox"/> Local-level support to promote consumer education provided by 2-1-1 Texas <input type="checkbox"/> Activities to support school readiness, early learning and literacy <input type="checkbox"/> Collaborative Reading Initiatives	\$

2. **Certification of Expenditures:** The descriptions below describe (1) the allowable child care services or activities that resulted in local certified expenditures, the source of the local funds and (2) the Board's planned utilization of the matched federal funds resulting from the certification of expenditures.

	Description	Funding
Direct Child Care	1. Expenditures certified by the contributor resulted from services provided at: Source of Local Funds:	Amount of funding: (Local Share) \$
Direct Child Care	2. Board's planned use of federal funds:	Amount of funding: (Federal Share) \$
Child Care Quality Improvement	1. Expenditures certified resulted from the following activities: <input type="checkbox"/> Consumer Education <input type="checkbox"/> Information and Referral Services <input type="checkbox"/> Professional development activities (i.e. Training, education or technical assistance to providers, including resources) <input type="checkbox"/> Improving salaries or other compensation for providers of CCDF-funded child care <input type="checkbox"/> Activities to support early language, literacy and numeracy development <input type="checkbox"/> Activities to support inclusive child care <input type="checkbox"/> Collaborative Reading Initiatives <input type="checkbox"/> Other – Describe in detail the activities:  Source of Local Funds:	Amount of funding: (Local Share) \$
Child Care Quality Improvement	2. Board's planned use of federal funds: <input type="checkbox"/> Local-level support to promote consumer education provided by 2-1-1 Texas <input type="checkbox"/> Activities to support school readiness, early learning and literacy <input type="checkbox"/> Collaborative Reading Initiatives	Amount of funding: (Federal Share) \$

**E. DONATION/TRANSFER PAYMENT(S) AND CERTIFICATION OF EXPENDITURES SCHEDULE:**

In compliance with Section 3 (a) of this agreement, the contributor will remit payment or reports of actual expenditures in accordance with the completed schedule below.

**1. Donation/Transfer Payment(s) (Local Funds)**

	Donation/Transfer Date	Actual Amount
1.	October 15, 2008	\$223,741
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
<b>TOTAL</b>		<b>\$223,741</b>

❖ Donation/Transfer Date must be within the contract begin and end dates.

**2. Public Entity Certification of Expenditures (Local Funds):**

	Certification Period	Reporting Date *	Planned Amount of Expenditures
1.	From to		
2.	From to		
3.	From to		
4.	From to		
5.	From to		
6.	From to		
7.	From to		
8.	From to		
9.	From to		
10.	From to		
11.	From to		
12.	From to		
<b>TOTAL</b>			

❖ Certification period must be within the contract begin and end dates.

❖ Explanation is required below if reporting dates are outside the contract end date.

*Completed original, signed forms must be sent to Contract Management, 101 East 15th Street, Room 424T, Austin, Texas 78778-0001. Please call TWC Contract Manager, if you have any questions. An individual may receive and review information that the Texas Workforce Commission collects, by sending an e-mail to [open.records@twc.state.tx.us](mailto:open.records@twc.state.tx.us) or writing to TWC Open Records Unit, 101 East 15th Street, Room 264, Austin, Texas 78778-0001.*

**CERTIFICATION OF EXPENDITURES  
BY A PUBLIC ENTITY**

**Name of Contributing Public Entity:** n/a to this agreement

The public entity named above certifies expenditures in the amount of \$\_\_\_\_\_to be used as state matching funds to draw down available federal matching funds as authorized in the Child Care and Development Fund regulations at 45 C.F.R. §98.53.

By signing below, the public entity named above certifies that the funds specified above:

- 1) are not federal funds, or are federal funds authorized by federal law to be used to match other federal funds;
- 2) are not used to match other federal funds;
- 3) represent expenditures eligible for federal match; and
- 4) does not represent expenditures from local pre-kindergarten programs.

Signature of authorized agent: \_\_\_\_\_

Printed name of authorized agent:

Title of authorized agent:

**JOINT CERTIFICATION OF FUNDS  
DONATED FROM PRIVATE SOURCES**

**Name of Donor:** n/a to this agreement

The Donor named above contributes funds in the amount of \$\_\_\_\_\_ to the Texas Workforce Commission (Commission) to be used as state matching funds to draw down available federal matching funds as authorized in the Child Care and Development Fund Regulations at 45 C.F.R. §98.53.

By signing below, the Donor and the Commission certify that the donated funds specified above:

- 1) are available and represent expenditures eligible for federal match.
- 2) are donated without any restriction that would require their use for a specific individual, organization, facility or institution;
- 3) do not revert to the Donor's facility or use; and
- 4) are not used to match other federal funds.

**DONOR'S CERTIFICATION**

Signature of authorized agent: \_\_\_\_\_

Printed name of authorized agent:

Title of authorized agent:

**COMMISSION'S CERTIFICATION**

Signature of authorized agent: \_\_\_\_\_

Printed name of authorized agent: Laurence M. Jones

Title of authorized agent: Director, Workforce Development Division



# 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

Approved by: \_\_\_\_\_

*Cyd V. Grimes 10/1/08 YMB*

**Voting Session: Tuesday, October 7, 2008**

**REQUESTED ACTION:** APPROVE CONTRACT AWARD FOR THE PROVISION OF DENTAL COVERAGE FOR THE MAC AND UCR PLANS FOR TRAVIS COUNTY EMPLOYEES, RFP #P080193-OJ, TO METLIFE. (HRMD)

RECEIVED  
COUNTY JUDGE'S OFFICE  
08 OCT - 3 AM 00

**Points of Contact:**

**Purchasing:** Oralia Jones, 854-4204

**Department:** HUMAN RESOURCE MGMT. DEPT. Dan Mansour, 854-9499, Cindy Purinton, 854-9626

**County Attorney (when applicable):** Barbara Wilson, 854-9567

**Other:** Linda Moore-Smith, HRMD Director, Alicia Perez, Executive Manager, 854-9342

- **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. The contract provides for the Metlife MAC and UCR Plans which are similar to the previous PPO and Indemnity coverage.

The Commissioners Court had previously approved the contract award to MetLife for Dental Coverage for the provision of the Metlife MAC and UCR Plans for the Travis County employees, on July 8, 2008. The contract was negotiated by the County Attorney's office and has been signed by the contractor.

Proposals were opened on May 5, 2008, for Dental Coverage for Travis County employees. MetLife and Safe Guard submitted a proposal together. On July 8, 2008, the Employee Benefits Committee submitted a recommendation to the Commissioners Court for action on the FY'09 Dental Insurance Plan. The Committee recommended contracts be awarded to MetLife for plans that are similar to the PPO and Indemnity plans currently provided, and to Safe Guard for Dental HMO coverage. The combined result is a plan very similar in structure to the current Travis County dental plan with Safeguard.

On July 8, 2008, the Commissioners Court approved the contractors and rates, which are the Safeguard DHMO and MetLife MAC and UCR plans. There will be two contracts to implement this new coverage. The Safe Guard contract was modified for Dental HMO coverage by the Commissioners Court on September 30, 2008. The contract with MetLife

for the MAC and UCR Plans is being presented to the court now. Together MetLife and Safe Guard submitted the best negotiated response which is resulting in this new contract with MetLife. The rates offered by MetLife will remain unchanged during the first two years of this period.

There are no County funds expended on this contract. Funds are 100% paid by the County employees.

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

☒ Not applicable

➤ **Contract-Related Information:**

Award Amount: \$0.00 (Estimated quantity)

Contract Type: Annual Contract

Contract Period: October 1, 2008 through September 30, 2009

➤ **Contract Modification Information:**

Modification Amount: \$0.00

Modification Type: N/A

Modification Period: N/A

➤ **Solicitation-Related Information:**

Solicitations Sent: 31

Responses Received: 7

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:

➤ **Statutory Verification of Funding:**

\* ☐ Purchase Requisition in HTE

\* ☐ Contract Verification Form signed by Auditor and/or P.B.O.

☐ Funding Account(s)

☒ Comments: No County funds. This is 100% paid by County employees.



## *Human Resources Management Department*

1010 Lavaca

• P.O. Box 1748 • Austin, Texas 78767 • (512) 854-9165 / FAX(512) 854-4203

June 20, 2008

TO: Lolly Jones, Purchasing Agent Assistant III  
FROM: Dan Mansour, Risk and Benefits Manager, HRMD *Dgm*  
SUBJECT: Award of Contract for Dental Insurance

The RFP responses to our solicitation for dental insurance have been reviewed and evaluated. Based on evaluation results we are recommending MetLife's plan described as

Triple Option Dental Plan – Two MetLife PDP Plans with Safeguard DHMO  
(MAC Option)

This is a voluntary benefit paid for by employees; therefore, no County funds are involved.

Call me at X49499 with any questions

Cc: Alicia Perez, Executive Manager, Admin Ops  
Linda Moore Smith, Director, HRMD  
Employee Benefits Committee 2008



# 9

Travis County Commissioners Court Agenda Request

Voting Session 10/07/08  
(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 use of a cash security agreement for the Re-subdivision of Lot 2, Block F of the Re-subdivision of Beby's Ranch Subdivision No. 1, Block F (4 total lots) - a 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:

AK Anna Bowlin - 854-9383  
John Ellis - 854-9383

Chris Gilmore - 854-9415  
Sarah Sumner - 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.



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## TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER


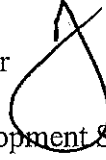
411 West 13th Street  
Executive Office Building  
PO Box 1748  
Austin, Texas 78767  
(512) 854-9383  
(512) 854-4649

### MEMORANDUM

Date: September 24, 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 use of cash security agreement for the Re-subdivision of Lot 2, Block F of the Re-subdivision of Beby's Ranch Subdivision No. 1, Block F (4 total lots) - a subdivision in Precinct 3.**

#### **Summary and Staff Recommendation:**

The developer requests the use of a Cash Security Agreement with Travis County for the purpose of posting fiscal for the construction of 3 detention ponds. The detention ponds will be constructed on 3 of the subdivision's 4 lots (1 pond/lot).

The plat and construction agreement for this subdivision were approved by Commissioners Court on September 23, 2008. This motion will allow the constituent to move forward with the plat recordation and the subdivision's proposed improvements. TNR staff recommends approval of the proposed motion.

#### **Budgetary and Fiscal Impacts:**

There are no budgetary and/or fiscal impacts. Fiscal is posted for the construction of the 3 detention ponds. Fiscal will be posted as a Cash Security Agreement.

#### **Issues and Opportunities:**

The detention ponds will be constructed at the time the lots are improved.

#### **Background:**

This subdivision consists of 9.3 acres, contains 4 lots, and no streets. The subdivision takes access from Hornsby Hill Road.

September 24, 2008

Page 2

**Required Authorizations:**

No additional authorizations are required.

**Exhibits:**

Cash Security Agreement

Maps

PS:AB:ps

1102 Beby's Ranch re-sub

1105

## CASH SECURITY AGREEMENT

TO: Travis County, Texas

DEVELOPER: Gregory Smith

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: \$26,400.00

SUBDIVISION: Resubdivision of Lot 2, Block F, Resubdivision of Beby's Ranch  
Subdivision No. 1, Block F

DATE OF POSTING: October 7, 2008

EXPIRATION DATE: Three years from Date of Posting, unless extended as provided in the  
Subdivision Construction Agreement.

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 private drainage Improvements in the SUBDIVISION (as further described by the Subdivision Construction Agreement) to current Travis County Standards for the construction of Roads and Drainage in Subdivisions ("the "Standards"), so that the private Improvements are performing to the Standards upon the approval of the construction of the private Improvements by the County.

Partial drafts and reductions in the amount of Security are permitted. 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.

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**

  
\_\_\_\_\_  
Gregory Smith

1004 MoPac Circle  
Suite 200  
Austin, Texas 78746  
Phone: \_\_\_\_\_

Date: 5 / 6 / 2008

**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.

 5/6/2008  
\_\_\_\_\_  
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



RESUBDIVISION OF LOT 2, BLOCK F, RESUBDIVISION OF BERRY'S RANCH SUBDIVISION NO. 1, BLOCK F

1. THE ABOVE-NAMED VESSEL IS IN SERVICE, CAPABLE OF BEING EMPLOYED AS A CARRIER OF PERSONS AND PROPERTY OF ANY KIND 20-2 AND CANNOT BE USED FOR THE PURPOSES OF A VESSEL IN DOMESTIC SERVICE.

[illegible]

3. THE CHAIRMAN OF THE SUBCOMMITTEE, AFTER HAVING MADE ADEQUATE AND REASONABLE PROVISIONS FOR THE CARE FOR THE DEPENDENT OF THE DECEASED, MAY, IN HIS DISCRETION, MAKE SUCH OTHER PROVISIONS AS HE MAY DEEM APPROPRIATE AND NECESSARY FOR THE CARE OF THE DEPENDENT OF THE DECEASED, AND MAY, IN HIS DISCRETION, MAKE SUCH OTHER PROVISIONS AS HE MAY DEEM APPROPRIATE AND NECESSARY FOR THE CARE OF THE DEPENDENT OF THE DECEASED, AND MAY, IN HIS DISCRETION, MAKE SUCH OTHER PROVISIONS AS HE MAY DEEM APPROPRIATE AND NECESSARY FOR THE CARE OF THE DEPENDENT OF THE DECEASED.

4. 本行已按照《中国银监会关于印发商业银行内部控制指引的通知》（银监发〔2014〕5号）的要求，建立了完善的内部控制体系，并持续完善。本行已按照《中国银监会关于印发商业银行内部控制指引的通知》（银监发〔2014〕5号）的要求，建立了完善的内部控制体系，并持续完善。

[illegible]

5. AUSTIN ENERGY HAS THE RIGHT TO FRANKLY ASSESS RISK, APPROPRIATE AND OTHER CONTRIBUTIONS TO THE EFFORTS NECESSARY TO MEET THE REQUIREMENTS LATER. AUSTIN ENERGY WILL PERFORM ALL THIS WORK IN COMPLIANCE WITH CHAPTER 30-2, SUBCHAPTER 0 OF THE CITY OF AUSTIN LAND DEVELOPMENT CODE.

THE FOLLOWING INFORMATION OF THIS DISSEMINATED DATA: REVEAL THAT THE ONLY WAY ANY SUBJECTS ARE/ WOULD BE ABLE TO ACCESS THE INFORMATION, FOR AN OUTSIDE AND AN OUTSIDE MEMBER OF THE GROUP AND INFORMATION CONCERNING THE GROUP, THE GROUPS AND THE ACCESS ARE ABILITY TO PROVIDE CLOSING ACCESS TO THE GROUPS AND NOT BE LOCATED SO AS TO BE ABLE TO GET OUT OF THE GROUPS TO THE GROUPS AND BE OF THE GROUPS AND BE OF THE GROUPS.

5. THE AGENCY HAS AN OBLIGATION FOR PROTECTION OF PERSONNEL FROM RADIATION. THESE INCLUDE AND ARE NOT LIMITED TO: A. DURING THE CONDUCT OF THE RESEARCH FOR ANY AREA, PERSONS INVOLVED ARE NOT TO BE EXPOSED TO THE RISK OF THE CREATION OF A CONTAMINATED ENVIRONMENT. B. PERSONS INVOLVED IN THIS PROJECT, THE AGENCY HAS A OBLIGATION TO PROTECT THEM FROM THE RISK OF RADIATION.

2. INSPECTION/INTERVIEWATION CONTROLS ARE REQUIRED FOR ALL CONSTRUCTION ON EACH LOT, INCLUDING SOIL FAULTS AND SURVEY CONSTRUCTION, PURSUANT TO LOC 25-0-15-182 AND THE ENVIRONMENTAL QUALITY ACT.

10. ANY PERSONS INFLUENCED BY EXERCISE OF ANY SUCH POWER SHALL BE LIABLE FOR THE TORTS OF AND  
ADMINISTRATOR OF A RELATED ORIGINATE ENTITY

19. HEREIN BY THE SIGNATURE OF THE PRIVATE ROAD EASEMENT THE OWNERS OF LOT 14, ESTATE RANCH ASSOCIATION, INC. FOR PLAT BOOK 4, PAGE 343 & PLAT BOOK 11, PAGE 107, TRAVIS COUNTY PLAT RECORD.

12. ALL MINERALS AND MINES FROM THE MINERAL ESTATE, SUPERSEDES, STATE LAND, SUPERSEDES NO. 1 AND THE REMAINDER OF BLOCK 1, BUFF LAND, SUPERSEDES NO. 1, SHALL APPLY TO THE SUPERSEDES PLAT.

ALL SIGNS PLACED ON ALL LOTS IN THIS SUBDIVISION SHALL BE PLACED AT LEAST 50 FEET FROM PROPERTY LINE IN THE SUBDIVISION. ALL SIGNS IN THE SUBDIVISION MUST BE PERMANENT, COLORED, IN STARK CONTRAST WITH THE TEXAS ADMINISTRATIVE CODE (TAC) 2009, TABLE 2.

ALL CITY & DISTRICTS ARE REQUESTED TO THE SAME FAMILIAR COURTESY FOR

3. A TRANS COUNTY SITE DEVELOPMENT PERMIT IS REQUIRED PRIOR TO ANY SITE CONSTRUCTION

IS A VARIANCE FROM SECTION 90-3-101 (CONCRETE INSTALLATION IN THERMOWELDS OF TIRE SO WAS GRANTED BY THE TRAVIS COUNTY COMMISSIONERS COURT ON 12/1/2010.

2. A VARIANCE FROM SECTION 50-2-11(A) (ACCESS TO 1015) OF THIS AC AP PROVIDED IN SECTION 50-2-1 PRIVATE EASES TO THE AC WAS GRANTED BY COMMISSIONER WITH THE AC AT 87 708 PAGES AND PLACING

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE

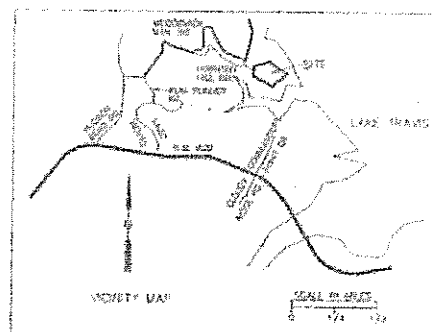
THE MAINTENANCE OF THE RENT OF MINORITY ALL RINGS ABILITY TO JAMES AND TO BE PROVIDED FOR  
THE INTERESTS OF COOPERATIVE DEVELOPMENT AND PROTECTION FOR THE INTERESTS OF THE PEOPLE OF  
THE COUNTRY AND OFFICIAL PUBLIC RECORDS OF THE COUNTRY, TEXAS

[illegible]

1. 姓名	张明华
2. 性别	男
3. 年龄	30岁
4. 职业	教师
5. 籍贯	浙江杭州
6. 学历	本科
7. 婚姻状况	已婚
8. 子女情况	有一个儿子，现年5岁。
9. 工作单位	杭州市教育局
10. 联系电话	138-XXXX-XXXX
11. 电子邮箱	zhangm@163.com
12. 其他信息	无不良嗜好，身体健康。

7. NO SPECIAL PROVISIONS ARE MADE HEREIN TO PROTECT THE RIGHTS OF ANY PERSONS WHO MAY BE AFFECTED BY THE CHANGING OF THE LOCATION OF ANY OF THE TRAMS OR RAILROADS.

20. PROPOSEDLY DRIVE BE LOCATED APPROX. 100 FEET FROM ACCESS TO OR GRASSY EXPOSED AS MAY IN  
RECONSTRUCTION AND SHALL NOT PROVIDE ACCESS BY THE CITY OF NORTH AND TRAVIS COUNTY FOR PROTECTION OF  
MAINTENANCE OF SAID CANYON.

[illegible]

CONFIDENTIAL COPY FOR REVIEW ONLY

[illegible]

1. 在 1949 年 10 月 1 日，即中華人民共和國成立之日，中國政府宣佈，凡在中華人民共和國境內，凡有外國人，均應遵守中國法律，不得享有特權。此項法律，係根據《中華人民共和國憲法》之規定，由全國人民代表大會通過，並經中央人民政府公佈施行。此項法律，係根據《中華人民共和國憲法》之規定，由全國人民代表大會通過，並經中央人民政府公佈施行。

THE CONSTITUTION OF THE STATE OF THE COMMONWEALTH OF MASSACHUSETTS, IN THE SENATE, JANUARY 1, 1900.

574 张 所 能 人 均  
式 能 所 能 均 人 均

I, MARIA DOMINGUEZ, OWNER OF THE COUNTY FRONT OF TRAVIS COUNTY, TEXAS DO HEREBY CERTIFY THAT ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 19\_\_\_\_ THE COMMISSIONERS COURT OF TRAVIS COUNTY TEXAS PASSED AN ORDER AUTHORIZING THE FRANCHISE SECURED BY THIS PLAN AND THAT SAID ORDER WAS FOR THE FRANCHISE OF THE MACHINES OF SAID COURT.

NOTED BY NAME AND SIZE OF OFFICE OF THE COUNTY CLERK OF SAID COUNTY, IN . . . DAY OF . . . 1925

1945年10月1日，苏联红军进入柏林，德国无条件投降。

附註：本報記者採訪時，曾向該公司經理詢問，該公司是否曾向政府申請專利，經理表示，該公司目前尚未申請專利，但該公司表示，該公司目前正積極向政府申請專利，並表示，該公司目前正積極向政府申請專利，並表示，該公司目前正積極向政府申請專利。

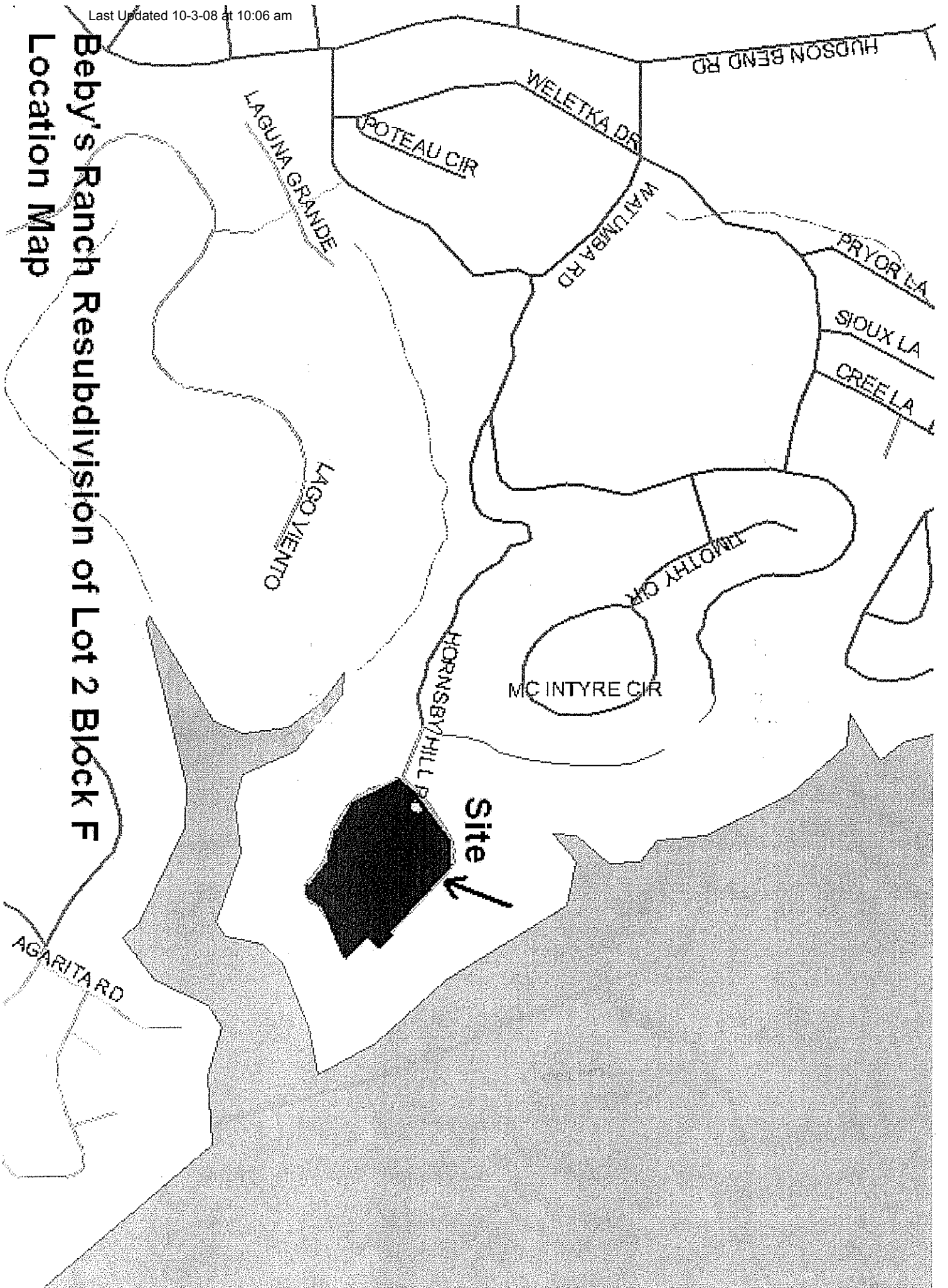
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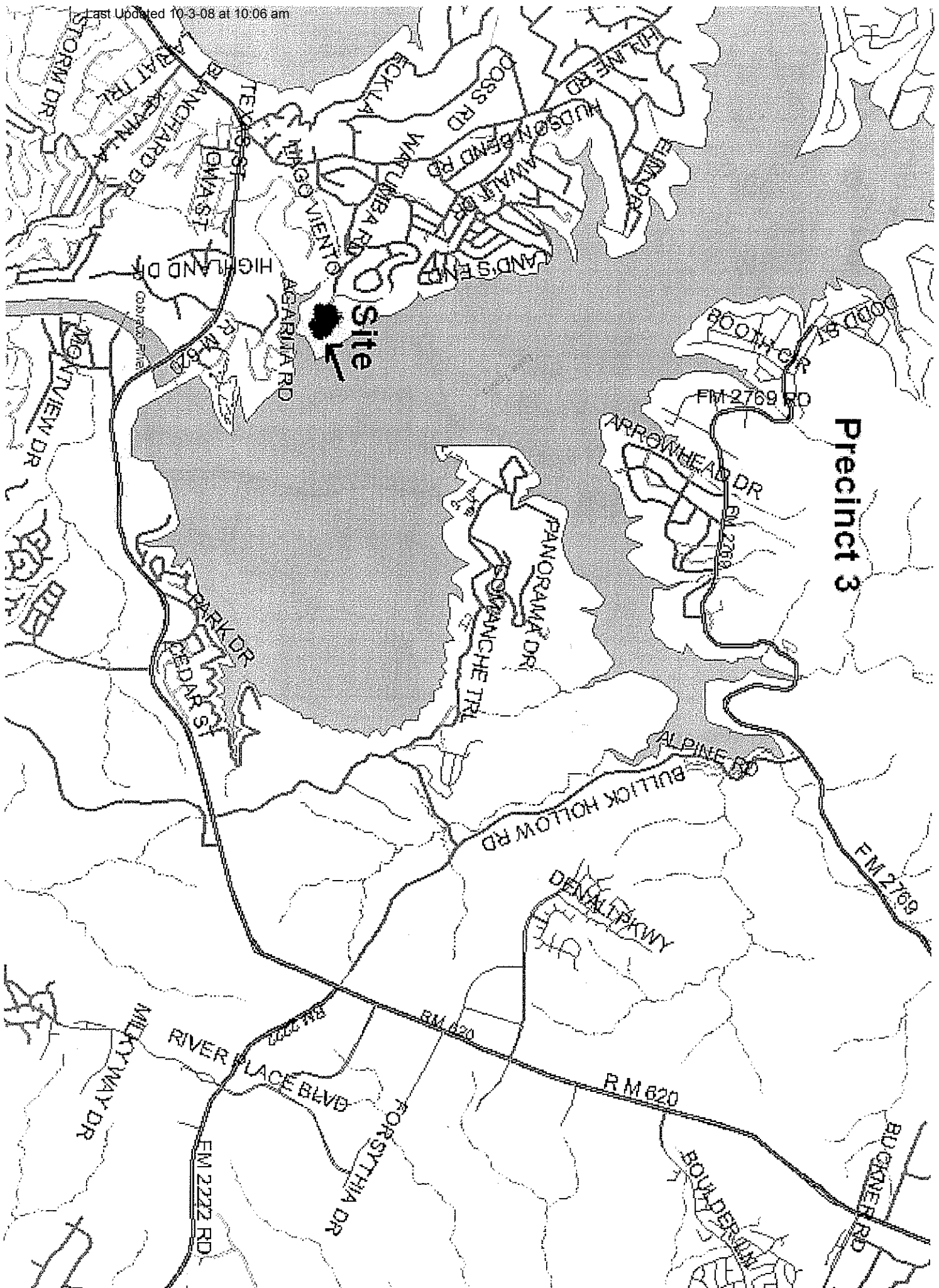
6. 本報告書は、以下の事項を記載するものとする。

DAVID LARRY ALBERT, COAST GUARD  
THAMES POLICE STATION



# Bebby's Ranch Resubdivision of Lot 2 Block F Location Map





Precinct 3

Site

800th Cr

FM 2769 RD

ARROWHEAD DR

FM 2268

ALPINE RD

BULL CREEK HOLLOW RD

FM 2769

DECATUR PKWY

FM 620

FM 620

FM 2222

FM 2222 RD

FORSYTHIA DR

RIVER PLACE BLVD

MILITARY WAY DR

BOULDER BLVD

BUCKNER RD

BLANCHARD DR

HIGHLAND DR

AGUIRRE RD

MINGO VIENTO

WATTLE RD

BOSS RD

HUDSON BEND RD

ALAMO RD

LAND'S END

EMILIO RD

HILLSIDE RD

STORM DR

WAT TRL

KEVIN L A

MONVIEW DR

ST PARK DR

CEEDAR ST

BOULDER BLVD

BUCKNER RD

BOULDER BLVD

BUCKNER RD

BOULDER BLVD

BUCKNER RD

BOULDER BLVD

BUCKNER RD

# 10

Travis County Commissioners Court Agenda Request

Voting Session October 7, 2008  
(Date)

Work Session \_\_\_\_\_  
(Date)

I. A. Request made by: Joseph P. Gieselmann Phone # 49434  
Signature of Executive Manager

B. Requested Text:

Consider and take appropriate action on a request for a Reimbursement Agreement with Creedmore-Maha WSC for existing waterline relocation work that is required to accommodate the proposed improvements of McKinney Falls Parkway in Southeast Travis County, in Precinct 4, (Commissioner Margaret Gomez).

C. Approved by: \_\_\_\_\_  
Signature of Commissioner Margaret Gomez, 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 this Agenda Request and backup to them:

Chris Gilmore----- County Attorney's Office (49455)  
Shawn O'Neal----- PBO (49106)  
Blain Keith----- Auditor's Office (49125)  
Steve Manilla----- TNR (49429)  
Steve Sun----- TNR(49383)  
Chiddi S. N'Jie----- TNR (47585)  
Cynthia McDonalds----- TNR (44239)  
Donna Williams----- TNR (47677)  
Brunilda Cruz----- TNR (47679)

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)

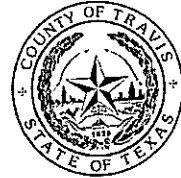
\_\_\_\_\_ A change in your department=s personnel (reclassifications, etc.)

Purchasing Office (473-9700)

\_\_\_\_\_ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney=s Office (473-9415)

X Contract, Agreement, Policy & Procedure



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

MEMORANDUM

DATE: September 23, 2008

TO: Commissioner's Court

THROUGH: Joe Gieselman, Executive Manager

FROM: Steve Manilla, TNR Public Works Director

SUBJECT: Reimbursement Agreement with Creedmore-Maha Water Supply Cooperative  
McKinney Falls Parkway Road and Drainage Improvements

**Proposed Motion:**

Consider and take appropriate action on a request for a Reimbursement Agreement with Creedmore-Maha WSC for existing waterline relocation work that is required to accommodate the proposed improvements of McKinney Falls Parkway in Southeast Travis County, in Precinct 4, (Commissioner Margaret Gomez).

**Summary and Staff Recommendation:**

Creedmore-Maha WSC has private utility easements within the proposed right of way of McKinney Falls Parkway from William-Cannon to Thaxton Road. The existing two lane rural roadway will be widened to a 4 lane arterial roadway with sidewalks and bicycle lanes on both sides of the roadway. The new water line will be located in new easements outside the ROW of the proposed roadway improvements. The Reimbursement Agreement addresses the relocation and adjustments to existing water lines in private easement. The WSC has agreed to cover the cost of acquiring the new easement. The estimated cost to design and construct the new waterline is about \$50,000. Upon completion of the relocation work, an invoice, based on the actual cost, will be presented to Travis County for payment.

Staff recommends approval of the proposed agreement to enable the road and drainage project to proceed to the construction phase of the project as quickly as possible.

TNR has coordinated the review of this agreement with the County Attorney's Office.

**Budgetary and Fiscal Impact:**

A total of \$4,051,017 was authorized for this project through various funding sources. The current remaining amount in the budget is \$2,970,682. The County is planning to solicit bids and award a construction contract by December 2008 if the remaining right-of-way acquisition is completed before that time.

The estimated \$50,000 for the waterline relocation is encumbered under:

Fund Account #:----- 473-4931-808-8164

Requisition #:-----451516

Commodity/Subcommodity #: -----968/054

**Background:**

The proposed McKinney Falls Parkway project authorized under the 2001 Travis County Bond Elections (for roadway capacity improvement) is located in the southeastern portion of Travis County in Precinct 4. It was recommended for funding in anticipation of the projected growth in that area and the transportation corridor which this proposed roadway extension will become a part of. The project limits which are shown on the attached Roadway Alignment Plan are from William Cannon Parkway to Thaxton Road. The proposed construction will extend McKinney Falls Parkway as a four lane divided roadway from William Cannon Drive to Thaxton Road, with sidewalks and bicycle lanes on both sides. It is planned as a two-phase project with two lanes constructed at each phase.

**Required Authorizations:**

County Attorney's Office: Chris Gilmore

Purchasing Office: Cyd Grimes

Planning & Budget Office: Shawn O'Neal

**Attachments:**

1. Reimbursement Agreement
2. Project Location Map
3. Roadway Alignment Plan
4. Waterline Relocation Sketch
5. Engineer's Cost Estimate

Copy: Lee Perry, Purchasing  
Brunilda Cruz, Financial  
Steve Sun, PE, Public Works  
Chiddi N'Jie, PE, Public Works

# **REIMBURSEMENT AGREEMENT**

## REIMBURSEMENT AGREEMENT

STATE OF TEXAS           §  
                                  §       **KNOW ALL MEN BY THESE PRESENTS:**  
COUNTY OF TRAVIS       §

THIS AGREEMENT is made and entered into by and between Travis County, Texas, a political subdivision of the State of Texas, hereinafter referred to as the "County" and Creedmore-Maha WSC, a Texas corporation, hereinafter referred to as the "Company".

WHEREAS, Travis County is presently planning to improve McKinney Falls Parkway from William Cannon Drive to Thaxton Road., hereinafter referred to as the "Project"; and,

WHEREAS, the Project will require relocation of some of the Company's existing water lines and appurtenances that will lie within the proposed County right-of-way, as indicated on the preliminary design schematic attached hereto as Exhibit A, which is incorporated herein; and,

WHEREAS, Travis County requires that any waterline relocations or adjustments associated with the Project, hereinafter referred to as the "Work", occur in advance of road construction activities; and,

WHEREAS, the relocations, adjustments to these existing water lines that will lie within the proposed County right-of-way are the County's financial responsibility; and,

NOW, THEREFORE, it is agreed to as follows:

1. By virtue of a pre-existing easement that is superior to the County's right-of-way, the Company currently has the right to be reimbursed by the County for any relocations or adjustments of the aforementioned existing water lines necessitated by proposed improvements to McKinney Falls Parkway within the unincorporated area. The Company consents to all relocations of the existing water lines that lie within the currently proposed County right-of-way on the condition that, notwithstanding that other existing water lines that lie outside the currently proposed County right-of-way may no longer be within the Company's pre-existing easement upon additional acquisition of County right-of-way, the Company shall retain the right to be reimbursed by the County for any future relocation or adjustment of the existing water lines necessitated by future improvements to McKinney Falls Parkway within the unincorporated area. If the existing water lines to be relocated in connection with the currently identified County right-of-way widening are thereafter to be altered or repaired or new facilities constructed within County right-of-way for reasons other than

improvements to McKinney Falls Parkway, the Company agrees to notify the County prior thereto, to furnish necessary sketches showing location, type of construction and methods to be used for protection of traffic, and if, in the opinion of the County, such alteration, repair, or new construction will injure the road or endanger the traveling public, the County shall have the right to prescribe such regulations as are necessary for the protection of the road and the traveling public. Upon receipt of actual in kind reimbursements for relocation of existing water lines affected by currently proposed new County right-of-way and completion of construction of same, the Company agrees to execute and record vacation instruments for all affected existing private easements that will lie within new County right-of-way.

2. The Company will begin the work within 14 days of the effective date of this Agreement to complete all necessary construction plans and specifications for relocations or adjustments of the existing water lines in an expeditious manner. Travis County will pay for all County associated construction documents review and construction inspection fees in connection with the relocation construction. In areas where it is to the benefit of both the County and the Company, some of the work may be done during construction of the roadway. In any such event, the Company shall submit a schedule and plan for that portion of the work for the County's approval. If approved, the Company shall coordinate all such work with the County's Contractor. The Company will perform or cause the work to be performed and following formal completion of the Work will submit an itemized invoice for the actual cost of the work to the County. The County will reimburse the Company, within thirty (30) days of receiving an acceptable invoice for the in kind replacement cost determined by sealed bid proposal now estimated, for in kind replacement including Engineering, Surveying, legal and inspection, to be the sum of \$50,000.00 (fifty thousand dollars and no cents). Further approval of the Commissioner's Court of the County is required prior to any payment, for in kind replacement including Engineering, Surveying, legal and inspection, of any amount in excess of the estimated \$50,000.00 (fifty thousand dollars and no cents). The County agrees to reimburse the eligible items of any such aforementioned actual excess cost for payment within thirty (30) days of presentation by the Company, or within fifteen (15) days of approval of such aforementioned actual excess amount by County Commissioner's Court, whichever occurs last.
3. The Company agrees to and shall assume full responsibility in connection with the work to be performed by the Company and agrees to and shall indemnify and hold harmless the County, its officers, agents, assigns, and employees from and against all negligence, claims, suits, causes of action, liens, and liability of every kind, including expense of litigation and attorney's fees, for injury to or death of any person or for damage to any property arising out of any action or inaction on the part of the Company, whether wholly or partially responsible, in connection with the construction of the Work.



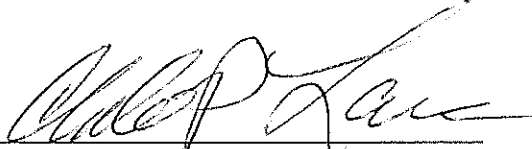
4. This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties hereunder are performable in Travis County, Texas.
5. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns.
6. In the event one or more of the provisions in this contract shall for any reason be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof and this contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
7. This is the entire Agreement between the County and the Company and supersedes all prior negotiations, representations, or agreements, either oral or written, and may be amended only by written instrument signed by both the County and the Company. NO OFFICIAL, EMPLOYEE, AGENT OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COMMISSIONER'S COURT OF THE COUNTY.
8. When mediation is acceptable to both parties in resolving a dispute arising under this agreement, the parties agree to use the Dispute Resolution Center of Austin, Texas as the provider of mediators for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the results 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.
9. Company, by execution of this agreement does not waive or amend any of its rights under the existing right of way grants.
10. This Agreement is effective when executed by both parties.

**TRAVIS COUNTY, TEXAS**

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

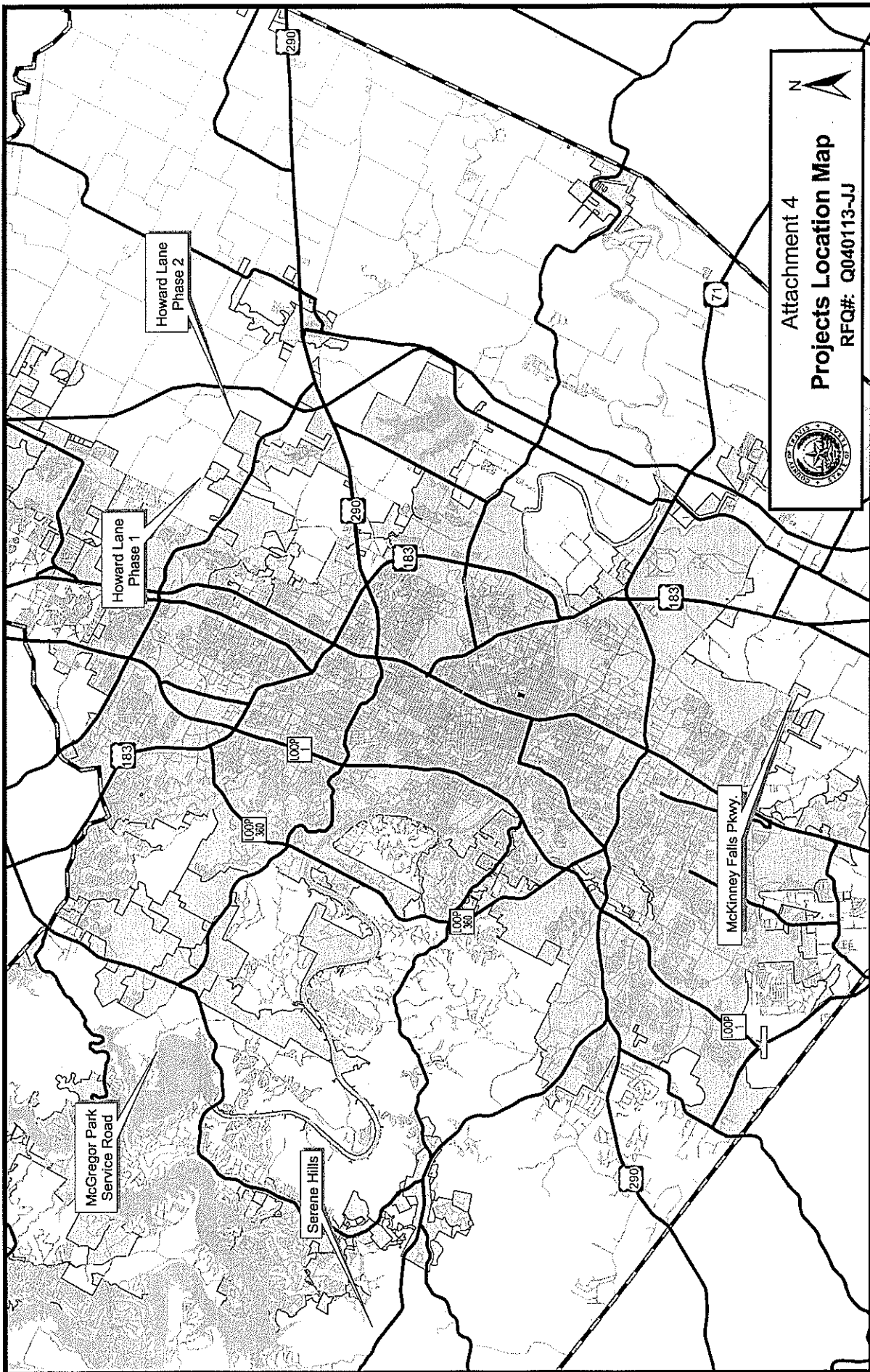
Date: \_\_\_\_\_

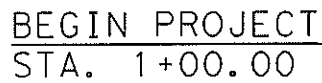
**CREEDMORE-MAHA WATER SERVICE CORPORATION**

By:   
Charles Laws, Creedmore-Maha WSC

Date: 8/26/08

# PROJECT LOCATION MAP

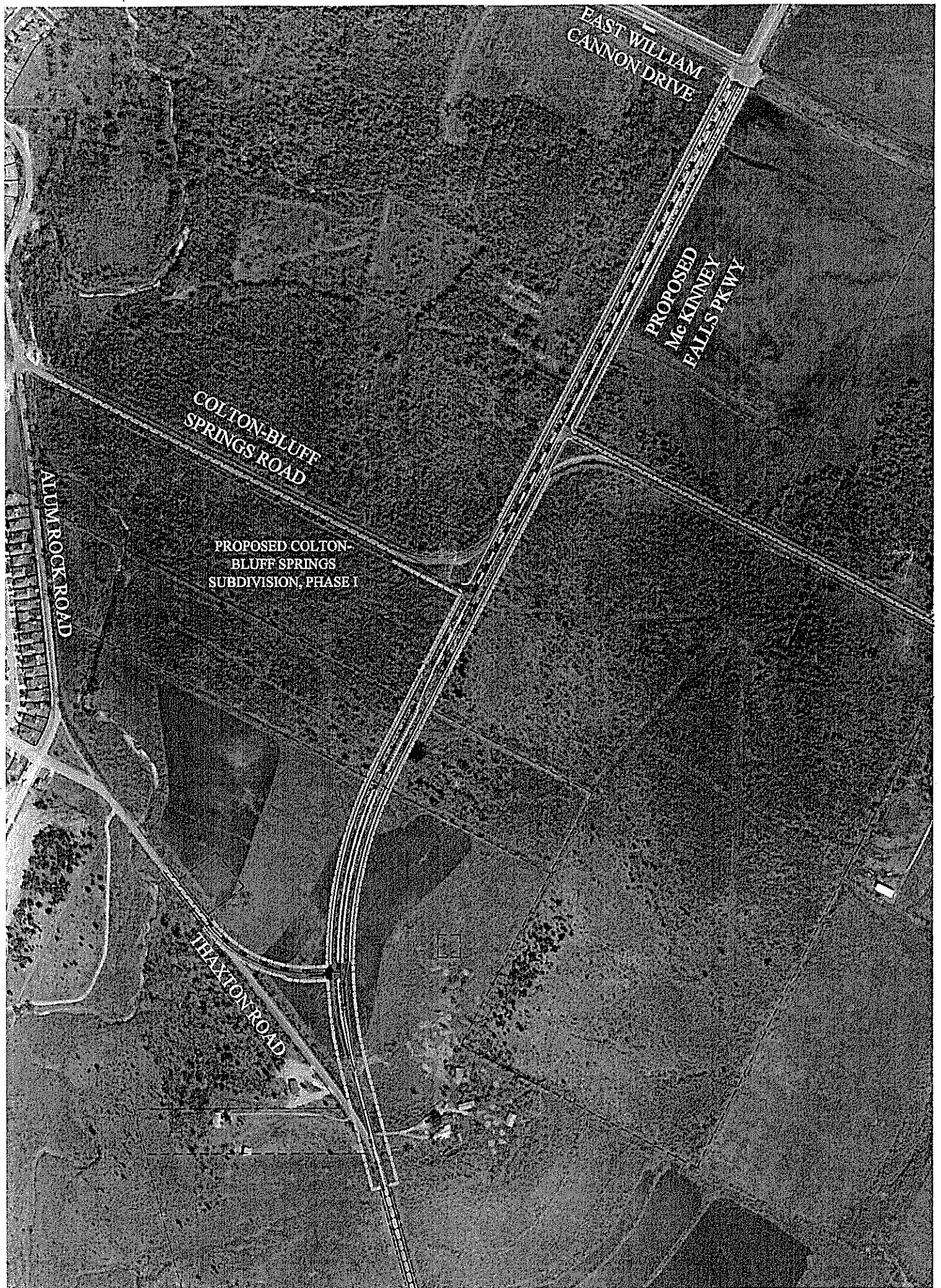




END PROJECT  
STA. 61+38.39

LOCATION MAP  
N. T. S.

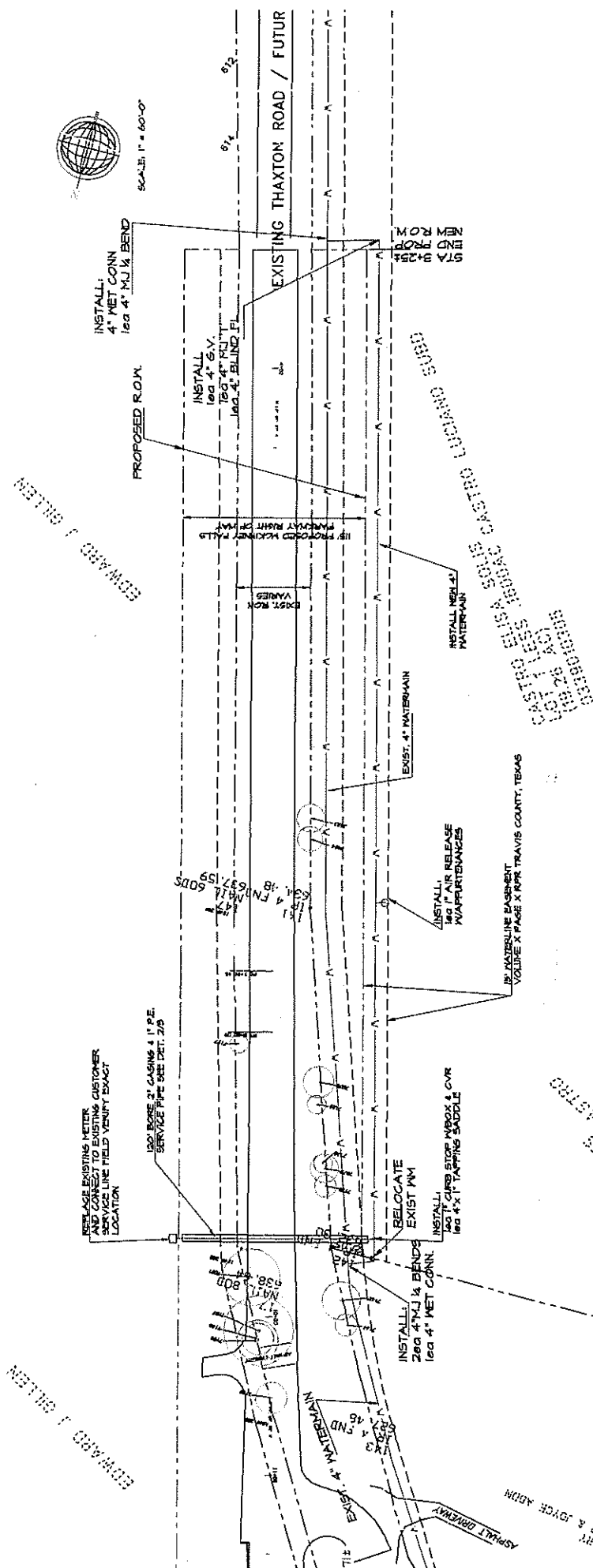
# ROADWAY ALIGNMENT PLAN



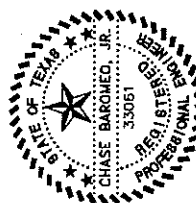
# **WATER LINE RELOCATION SKETCH**



SCA, 1" = 60'-0"



CREEDMOOR MAHA WSC  
EXISTING WATERLINE RELOCATION  
FOR MCKINNEY FALLS PKWY ALIGNMENT  
ROADWAY STATION 3+25 TO 9+53



THE SEAL APPEARING ON  
THIS DOCUMENT WAS

THIS DOCUMENT WAS  
AUTHORIZED BY  
CHASE BARNEO, JR., P.E. 33061

JAMES L. JR.  
8/27/08

8/27/08  
 ALTERATION OF A SEALED DOCUMENT  
 WITHOUT PROPER NOTIFICATION  
 TO THE RESPONSIBLE ENGINEER  
 IS AN OFFENSE UNDER THE  
 TEXAS ENGINEERING PRACTICE ACT

ORIGINAL DOCUMENT WITH SEAL, SIGNATURE AND  
DATE IS ON FILE IN THE OFFICE OF THE ENGINEER  
AND IS AVAILABLE FOR EXAMINATION UPON REQUEST

**TRAVIS ASSOCIATES**  
CONSULTING ENGINEERS, INC.  
CIVIL-STRUCTURAL-ENVIRONMENTAL-MECHANICS-MATERIALS  
1330 Millfield Terrace  
Buda, Texas 78610

1230 Hillside Terrace  
Buda, Texas 78810

# ENGINEER'S COST ESTIMATE



**TRAVIS ASSOCIATES**  
CONSULTING ENGINEERS, INC.  
CIVIL — STRUCTURAL — ENVIRONMENTAL — MECHANICS — MATERIALS  
AUSTIN DALLAS

August 27, 2008

Attn: Chiddi N'Jie, P.E.  
Travis County Transportation and Natural Resource  
P.O. Box 1748  
Austin, TX 78767

Re: McKinney Falls Parkway — Utilities Relocation by Creedmoor-Maha WSC

Dear Mr. N'Jie,

As requested during our meeting this date, I have updated the cost estimate as follows:

**Engineer's Probable Construction Cost Estimate**

Quan.	Unit	Description	4" In Kind Unit Cost	4" In Kind Total Cost	8" Size Incr Unit Cost	8" Size Incr Total Cost
2	ea	4" Wet Connection	\$ 800.00	\$ 1,600.00	\$ 900.00	\$ 1,800.00
1	ls	Fittings	\$3,500.00	\$ 3,500.00	\$4,500.00	\$ 4,500.00
700	lf	PVC SDR 21 Water Main	\$ 14.00	\$ 9,800.00	\$ 25.00	\$ 17,500.00
700	lf	Sand Bedding	\$ 3.00	\$ 2,100.00	\$ 4.00	\$ 2,800.00
120	lf	2" Road Bore w/ svc line carrier	\$ 60.00	\$ 7,200.00	\$ 60.00	\$ 7,200.00
1	ea	Gate Valve	\$ 700.00	\$ 700.00	\$1,100.00	\$ 1,100.00
1	ea	Air Release Valve	\$2,500.00	\$ 2,500.00	\$3,500.00	\$ 3,500.00
2	ea	Water meter relocation	\$ 750.00	\$ 1,500.00	\$ 750.00	\$ 1,500.00
1500	sy	Reveg	\$ 3.00	\$ 4,500.00	\$ 3.00	\$ 4,500.00
850	lf	Silt Fence	\$ 3.00	\$ 2,550.00	\$ 3.00	\$ 2,550.00
		Sub-Total		\$35,950.00		\$ 45,450.00
		Contingencies		\$ 4,000.00		\$ 5,000.00
		Total Estimated Construction Cost:		\$39,950.00		\$ 50,450.00
		Estimated Engineering		\$ 7,500.00		\$ 9,500.00
		Surveying		\$ 1,500.00		\$ 1,500.00
		Administrative & Legal		\$ 500.00		\$ 500.00
		CMWSC Inspection		\$ 350.00		\$ 350.00
		Total Estimated Project Cost		\$49,800.00		\$ 63,800.00

Respectfully,

*Chase Baromeo*

Chase Baromeo, Jr., PE, RPLS, M.ASCE



#

RECEIVED  
COUNTY JUDGE'S OFFICE

Travis County Commissioners Court Agenda Request

Voting Session 10/07/08  
(Date)

Work Session 08 SEP 29 PM 3:59  
(Date)

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

**Consider and take appropriate action on:**

**A. Shadowglen Trace Commercial Section A Final Plat in Precinct 1. (Short Form Plat - 2 Total Lots – 4.002 acres – FM 973 – No Fiscal Required – Sewage service to be provided by Wilbarger Creek M.U.D. No. 1 – City of Manor ETJ).**

B. Approved by:

Commissioner Ron Davis, 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 the Agenda Request and backup to them:

Michael Hettenhausen: 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

Last Updated 10-3-08 at 10:06 am

**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

### BACK UP MEMORANDUM

September 25, 2008

TO: Members of the Commissioners' Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM:  Anna Bowlin, Division Director, Development Services Division

SUBJECT: Shadowglen Trace, Commercial Section A, Final Plat, Precinct One

### **PROPOSED MOTION:**

**Consider and take appropriate action on:**

**Shadowglen Trace Commercial Section A Final Plat in Precinct 1. (Short Form Plat - 2 Total Lots – 4.002 acres – FM 973 – No Fiscal Required – Sewage service to be provided by Wilbarger Creek M.U.D. No. 1 – City of Manor ETJ).**

### **SUMMARY AND STAFF RECOMMENDATION:**

This final plat consists of 2 total lots on 4.002 acres. There are no new public or private roads proposed with this short-form plat. Non-residential notice was mailed by the applicant to Greenbury – Interwork, Goodwin Management Inc., Travis County ESD #12, and the Travis County Fire Marshal on May 5, 2008 (see attached notice and list of notice recipients). The City of Manor is the park provider, and parkland dedication has been satisfied with the City of Manor through a development agreement.

As this final plat meets all Travis County standards and has been approved by City of Manor, TNR staff recommends approval of this final plat.

### **ISSUES:**

Staff has not received any inquiries from any adjacent property owners concerning this project. The subdivision is part of a series of final plats that have been previously approved by Commissioners' Court in this area.

### **BUDGETARY AND FISCAL IMPACT:**

None.

***REQUIRED AUTHORIZATIONS:***

None.

***EXHIBITS:***

Location map

Precinct map

Proposed plat

Non-residential notice

Addresses of non-residential notice recipients

AMB: mph

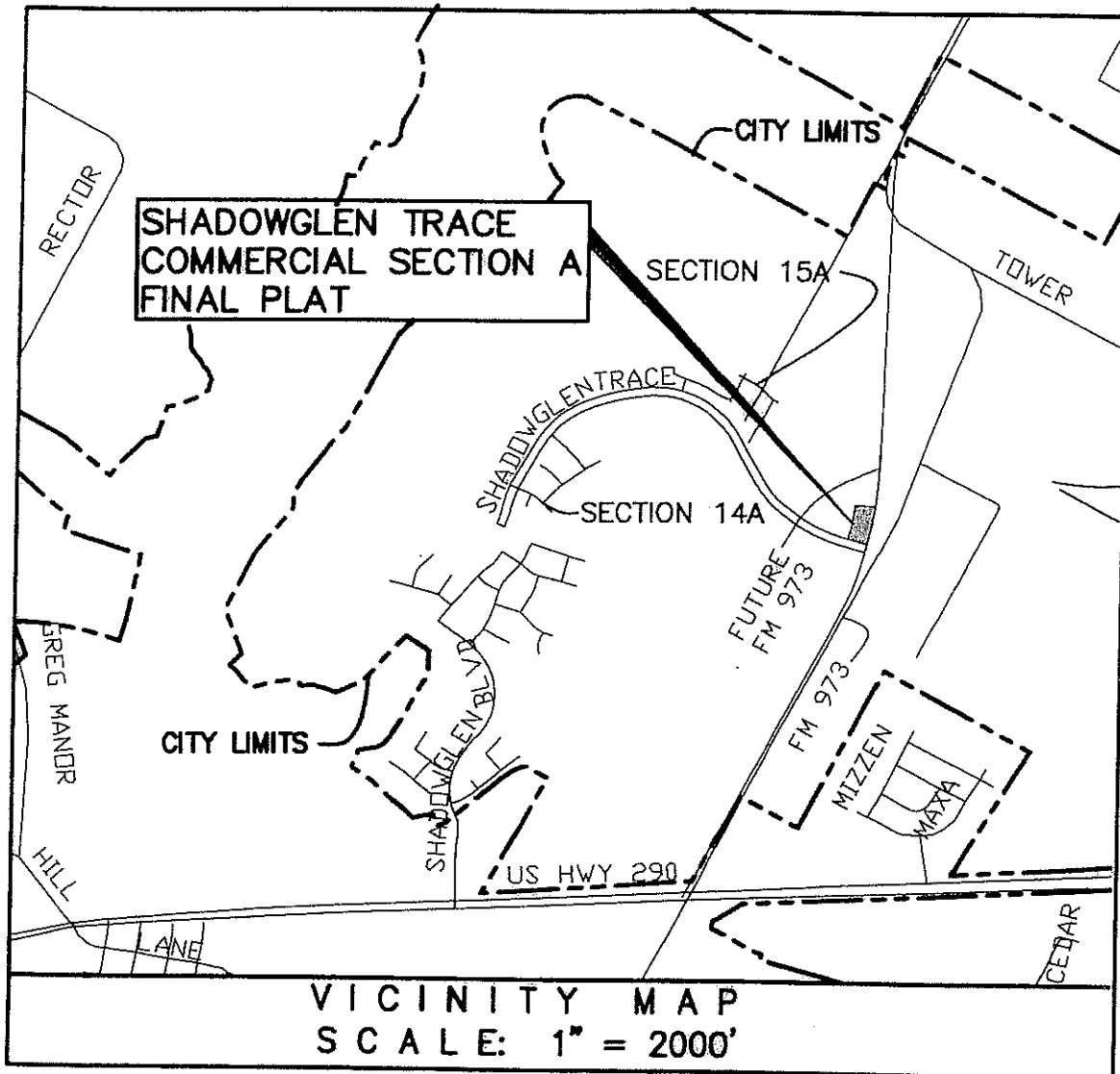
1105

A vertical scale bar labeled "Miles" with a tick mark at 1.

**Text Scale:**  
1 inch equals 1.002 miles  
1 inch equals 5,292 feet

County Sign Crew for identifying Travis County's  
Map Disclaimer: this map was created for the Travis  
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.





## NOTICE OF NON-RESIDENTIAL DEVELOPMENT

Project name: **Shadowglen Trace Commercial Section A**

Mailing date: **May 5, 2008**

Project location: **FM 973 and Shadowglen Trace**

Please be advised that your neighborhood association is within 1,000 feet of a proposed development containing a non-residential land use. The development contains **two 2 acre tracts** that will be used for **Light Commercial (Gasoline station, restaurant, hotels, etc.)**. Please see the attached site location map for clarification.

Travis County Transportation and Natural Resources Department is reviewing this development application to ensure that it is in compliance with applicable regulations. Travis County's development code can be found on the internet at: <http://www.co.travis.tx.us/tnr/subdivision/default.asp>. Travis County does not enforce deed restrictions and does not have the authority to regulate land use. In the event that the applicant meets all applicable code requirements, the development permit will be administratively approved.

Owner's name: Pete Dwyer - Cottonwood Holdings,

Owner's phone number: 327-7415

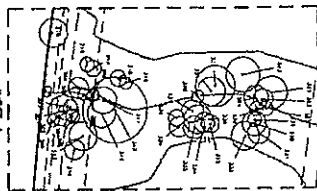
Agent's name: Dan Edwards - TCB

Agent's phone number: 457-7716

Travis County Case Manager: Michael Hettenhausen

Case Manager's phone number: 854-7563

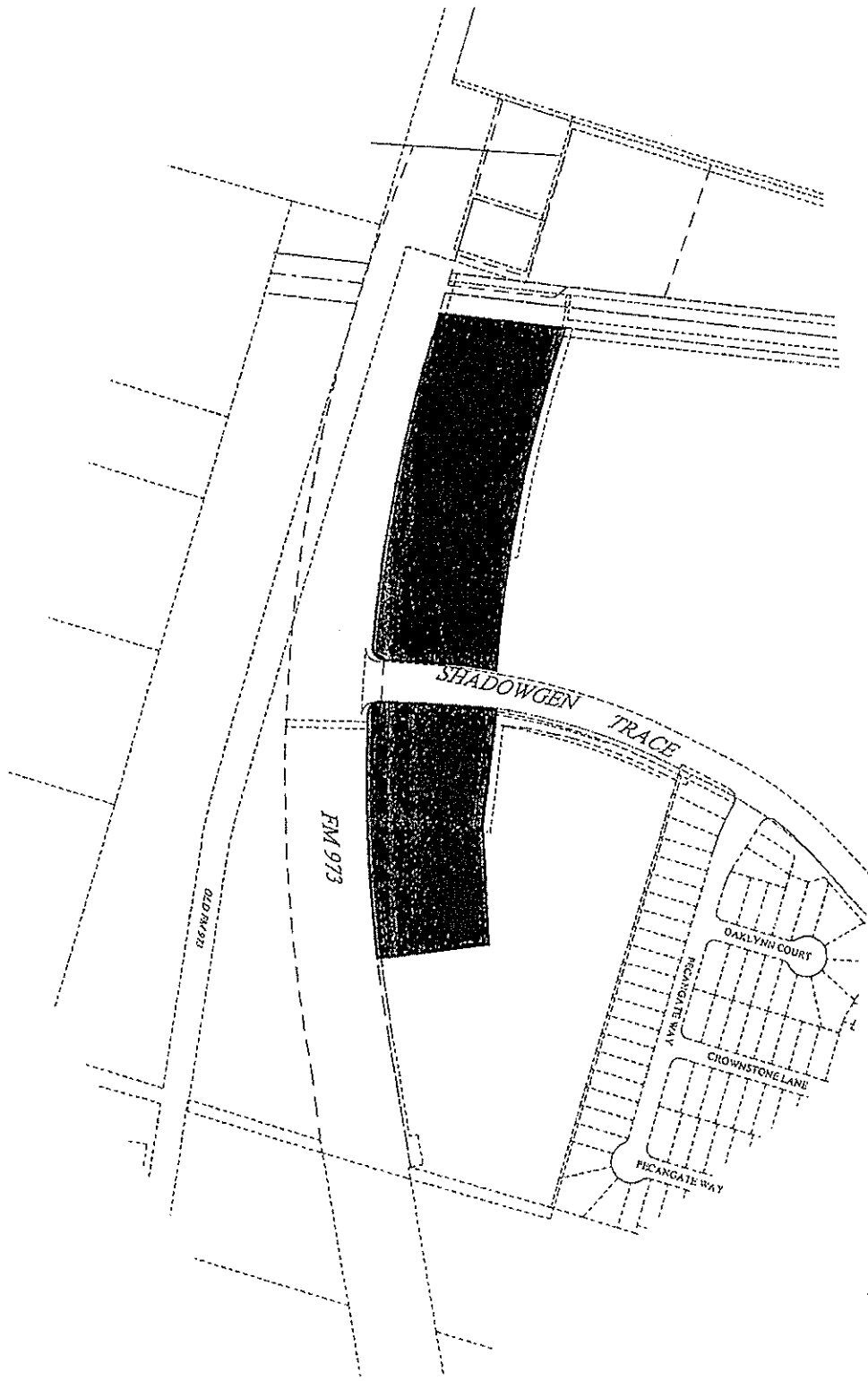
For more information please contact the project's owner, agent or the case manager.  
For copies of the project please make an Open Records Request by calling 854-7683.



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1. AN ARREST WARRANT WAS SUBMITTED TO THE DISTRICT ATTORNEY FOR THE CITY OF NEW YORK.
2. THE DISTRICT ATTORNEY FOR THE CITY OF NEW YORK ADVISED THAT HE HAD NO RECORD FOR THE NAME OF THE INDIVIDUAL NAMED IN THE ARREST WARRANT.
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SHADOWGLEN TRACE COMMERCIAL

VICINITY MAP

TCB AECOM

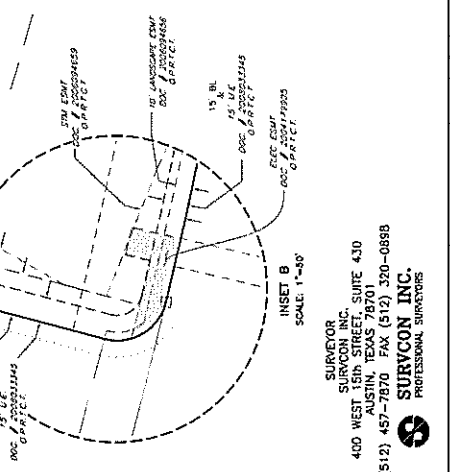
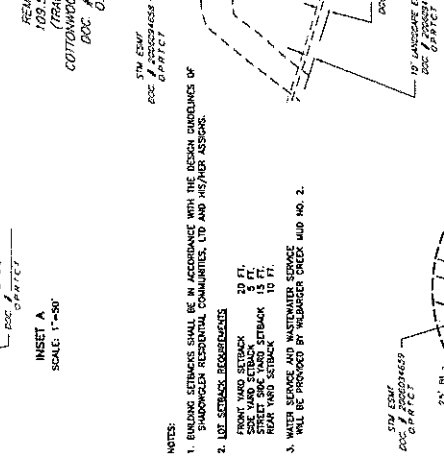
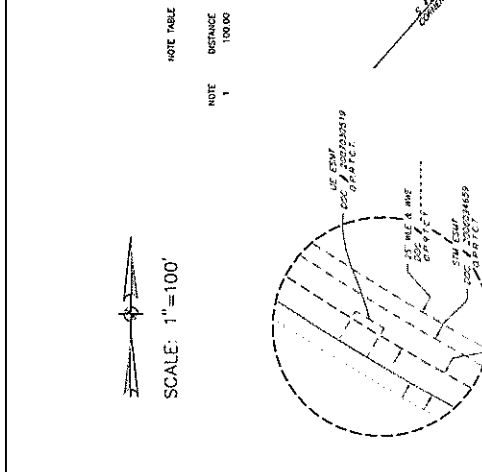
TCB  
100 WEST 11th STREET, SUITE 200  
ARLINGTON, TEXAS 76010  
WWW.TCBACCOM.COM

Brad Beauchamp, Fire Marshal  
5555 Airport Blvd. Ste. 400  
Austin, TX 78751

Travis County ESD #12  
Manor Fire Department  
P.O. Box 846  
405 W. Parsons Street  
Manor, Texas 78653

Greenbury - Interwork  
8506-B Cima Oak Lane  
Austin, Texas 78759

Goodwin Management Inc.  
11149 Research, Suite 100  
Austin, TX 78759-5227





# 12



RECEIVED  
Travis County Commissioners Court Agenda Request COUNTY JUDGE'S OFFICE

Voting Session 10/07/08  
(Date)

Work Session 08 SEP 29 PM 3:59  
(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. Shadowglen Trace Commercial Section B Final Plat in Precinct 1. (Short Form Plat - 3 Total Lots - 6.00 acres - FM 973 - No Fiscal Required - Sewage service to be provided by Wilbarger Creek M.U.D. No. 1 - City of Manor ETJ).**

B. Approved by:

Commissioner Ron Davis, 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 the Agenda Request and backup to them:

Michael Hettenhausen: 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

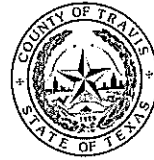
County Attorney's Office (854-9415)

☐ Contract, Agreement, Policy & Procedure



Last Updated 10-3-08 at 10:06 am

**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

### BACK-UP MEMORANDUM

September 25, 2008

TO: Members of the Commissioners' Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM: Anna Bowlin, Division Director, Development Services Division

SUBJECT: Shadowglen Trace, Commercial Section B Final Plat, Precinct One

### ***PROPOSED MOTION:***

**Consider and take appropriate action on:**

- A. Shadowglen Trace Commercial Section B Final Plat in Precinct 1. (Short Form Plat - 3 Total Lots – 6.00 acres – FM 973 – No Fiscal Required – Sewage service to be provided by Wilbarger Creek M.U.D. No. 1 – City of Manor ETJ).**

### ***SUMMARY AND STAFF RECOMMENDATION:***

This final plat consists of 3 total lots on 6.0 acres. There are no public or private streets proposed with this short form final plat. Non-residential notice was mailed by the applicant to Greenbury – Interwork, Goodwin Management Inc., Travis County ESD #12, and the Travis County Fire Marshal on May 5, 2008. The City of Manor is the park provider, and parkland dedication has been satisfied with the City of Manor through a development agreement.

As this final plat meets all Travis County standards and has been approved by City of Manor, TNR staff recommends approval of this final plat.

### ***ISSUES:***

Staff has not received any inquiries from any adjacent property owners concerning this project. The subdivision is part of a series of final plats that have been previously approved by Commissioners' Court in this area.

### ***BUDGETARY AND FISCAL IMPACT:***

None.

***REQUIRED AUTHORIZATIONS:***

None.

***EXHIBITS:***

Location map

Precinct map

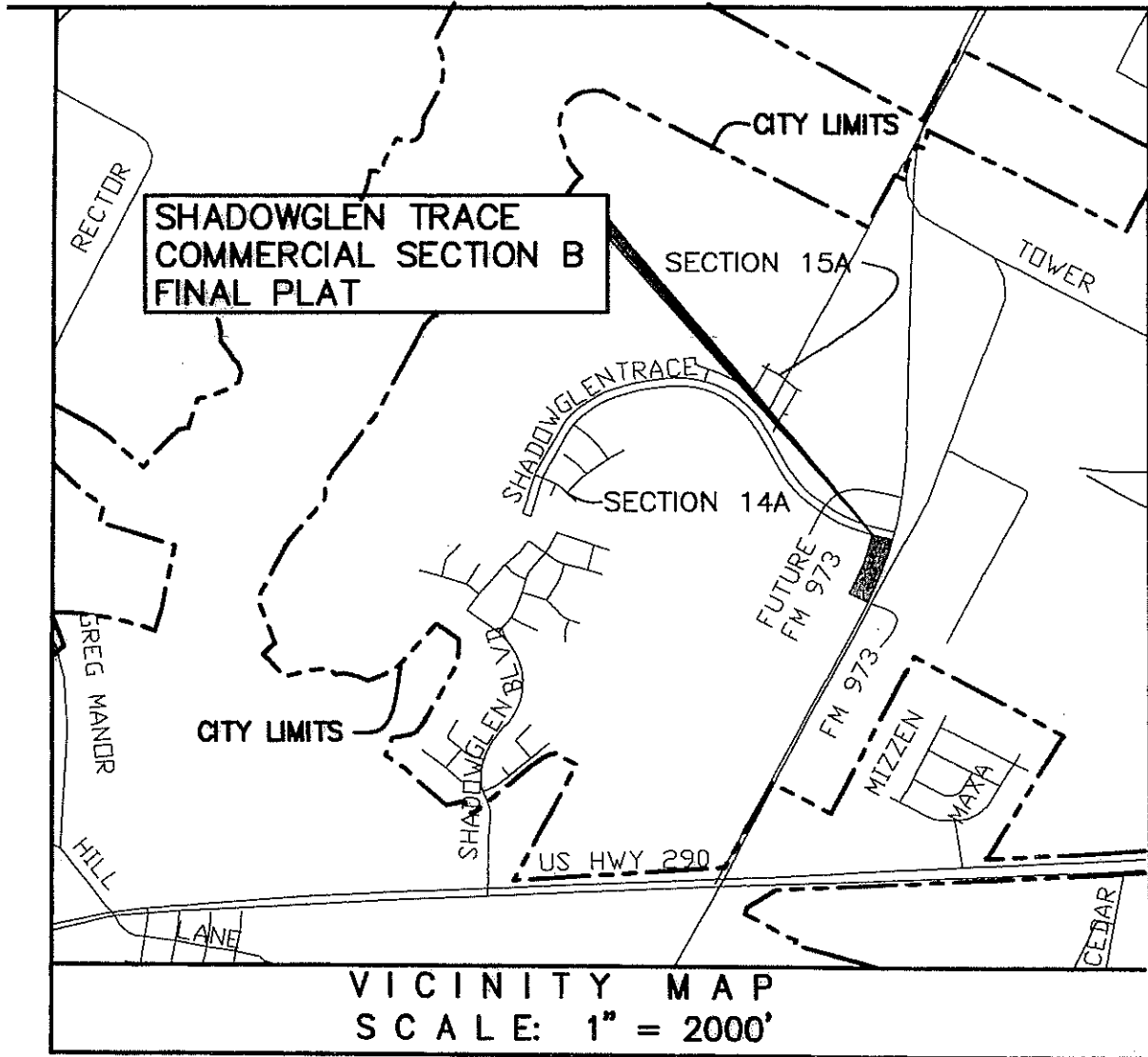
Proposed plat

Non-residential notice

List of notice recipients

AMB: mph

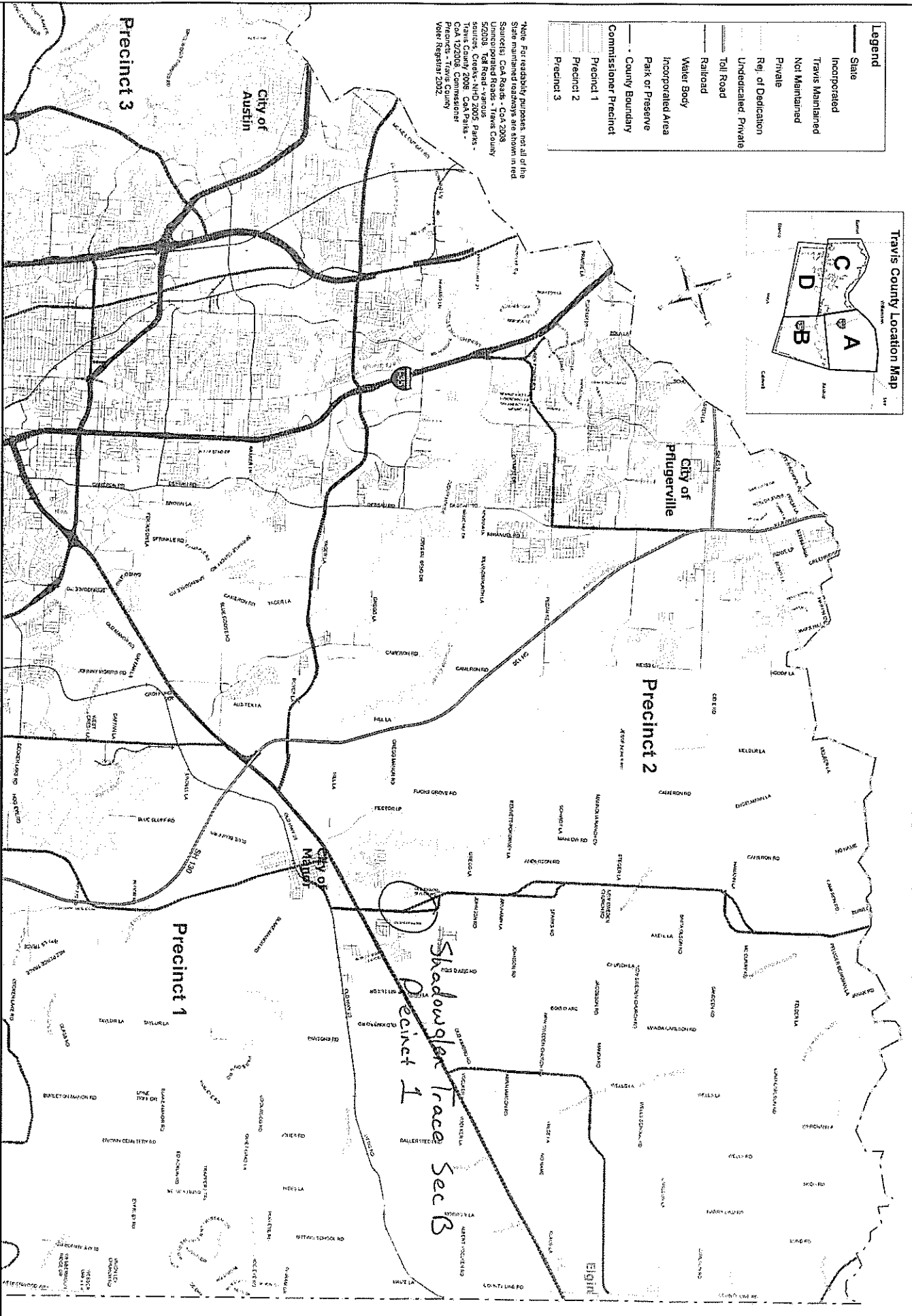
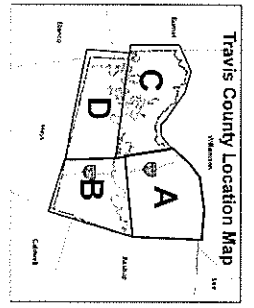
1105



**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: CEA Maps - CEA 2008  
 52000 Road Base - Travis County  
 52000 Road Base - Travis County  
 Sources: CEA Maps - CEA 2008  
 Precincts - Travis County  
 Vote Register 2002



# Travis County Roadways, Map A

Map Delineations: This map was prepared for the Travis County Sign Crew for identifying Travis County's maintained roadways. The data is provided as is with no warranty 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

Map Prepared by: Travis County  
 Dept. of Transportation & Natural Resources  
 Date: 5/9/2008  
 Map Project ID: 2008-10-08

## NOTICE OF NON-RESIDENTIAL DEVELOPMENT

Project name: **Shadowglen Trace Commercial Section B**

Mailing date: **May 5, 2008**

Project location: **FM 973 and Shadowglen Trace**

Please be advised that your neighborhood association is within 1,000 feet of a proposed development containing a non-residential land use. The development contains **three 2 acre tracts** that will be used for **Light Commercial (Gasoline station, restaurant, hotels, etc.)**. Please see the attached site location map for clarification.

Travis County Transportation and Natural Resources Department is reviewing this development application to ensure that it is in compliance with applicable regulations. Travis County's development code can be found on the internet at: <http://www.co.travis.tx.us/tnr/subdivision/default.asp>. Travis County does not enforce deed restrictions and does not have the authority to regulate land use. In the event that the applicant meets all applicable code requirements, the development permit will be administratively approved.

Owner's name: Pete Dwyer - Cottonwood Holdings,

Owner's phone number: 327-7415

Agent's name: Dan Edwards - TCB

Agent's phone number: 457-7716

Travis County Case Manager: Michael Hettenhausen

Case Manager's phone number: 854-7563

For more information please contact the project's owner, agent or the case manager. For copies of the project please make an Open Records Request by calling 854-7683.

## SECTION 8 NOTICES

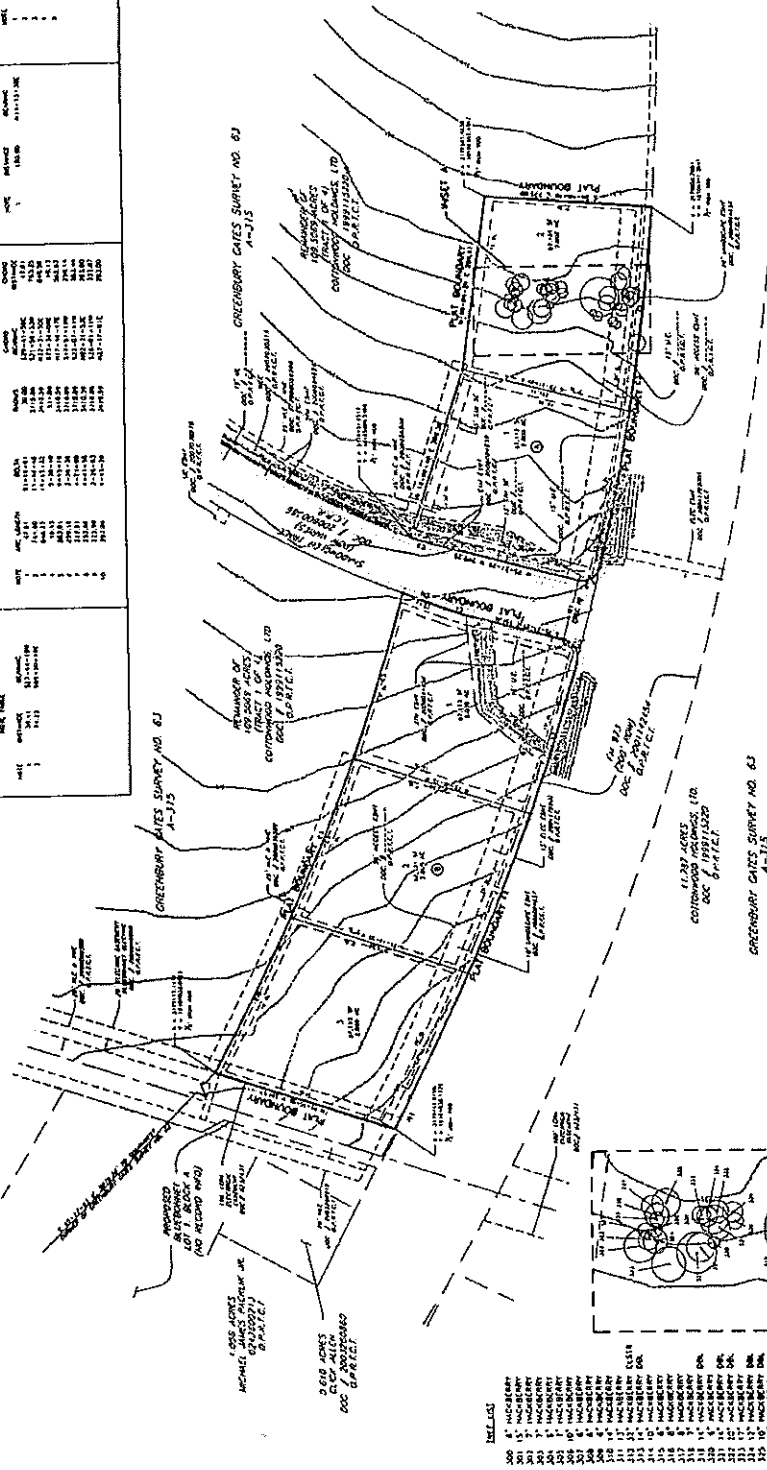
**LEGEND**

○	SET FORM RIG
●	FORM MAIN RIG
○	SET "A" OUT
□	SET CONCRETE MONUMENT
△	WATERLINE
CL	OPEN POINTS REQUEST OF TRAFFIC ENGINEER
CPA	TRAFFIC CONTROL PLAN
CP	POINT OF BEGINNING
BC	BACKSTRAKE
UT	UTILITY (GAS/WATER)
BL	BUILDING SETBACK LINE

SOUTHERN IN TRANS. COMMERICAL SECTION  
 TOTAL ACREAGE 1000 ACRES  
 NUMBER OF COWPENS 100  
 WATER SERVICE AND WASTEWATER SERVICE  
 TO BE PROVIDED BY MANAGER ORIGIN WAO NO. 1

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 TOTAL ACREAGE 1000 ACRES  
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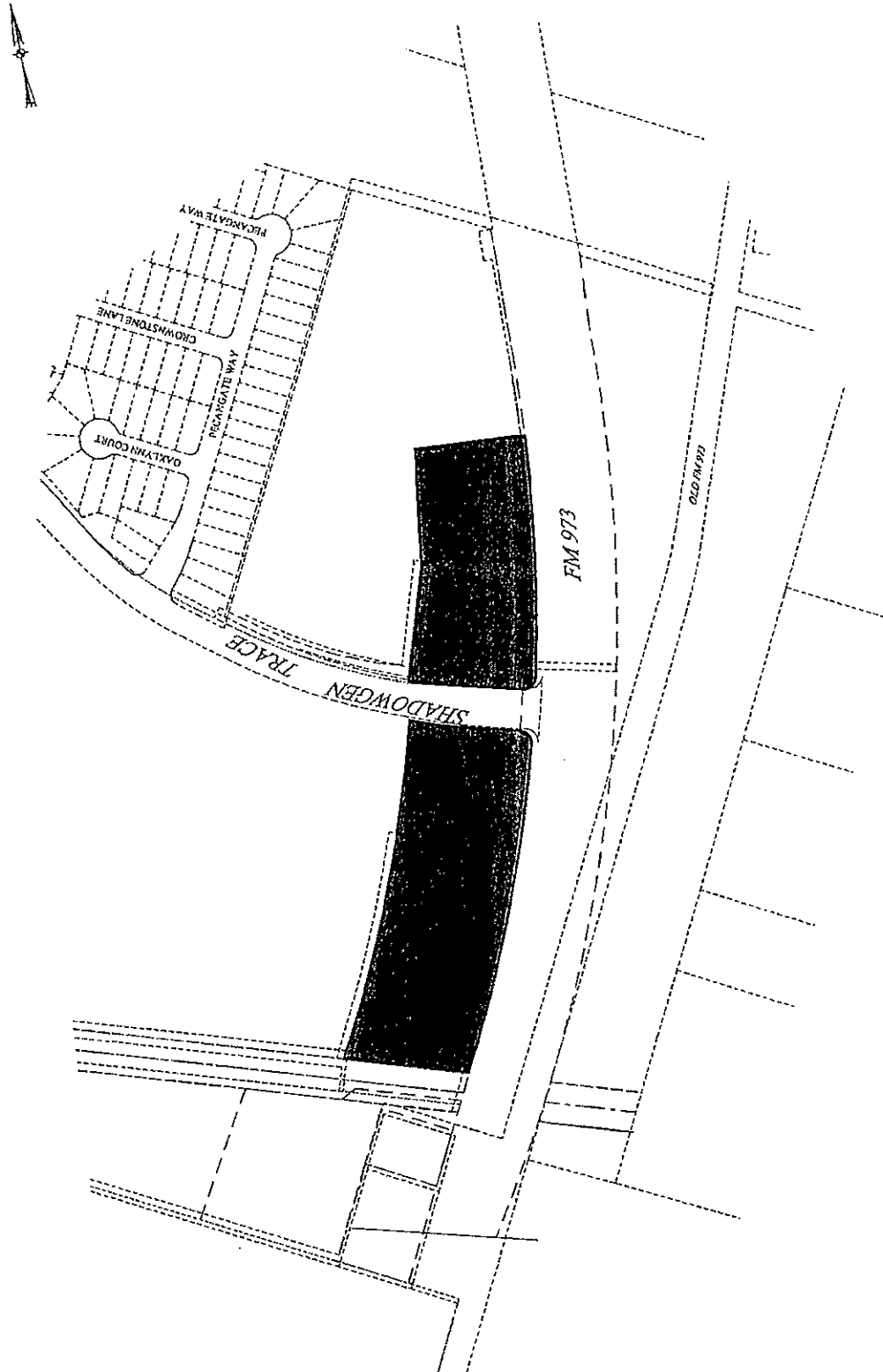
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[illegible][illegible]

1. BUILDING SECTORS SHALL BE IN ACCORDANCE WITH THE DESIGN CHARACTERISTICS OF BUILDING'S RESIDENTIAL COMMUNITIES, LTD. AND NEIGHBORHOOD ASSOCIATION.
2. NO LOT OR BUILDING SECTOR SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO THE NEIGHBORHOOD CENTER.
3. PRIVATE PROPERTY DOCUMENTATION PERMIT IS REQUIRED PRIOR TO ANY DEVELOPMENT OF ANY LOT IN THIS PHASE.
4. UTILITIES/ACCESS ROADS SHALL BE:  
25 FT. FOR ALL RIVER LOTS  
FROM FRONT SETBACK  
500 YARDS SETBACK SETBACK  
15 FT.  
FROM REAR SETBACK  
15 FT.
5. THE FOLLOWING COMPLAINTS WILL PROVIDE SERVICE FOR THIS PROJECT:  
LOCAL LAW ENFORCEMENT  
LOCAL FIRE DEPARTMENT  
TELEPHONE NETWORK SYSTEM WILL
6. THE SUBDIVISION IS WITHIN THE CITY OF MANASSAS, VA.
7. THE LOCATION OF THE TRACT IS WITHIN THE DESIGNATED FLOOD HAZARD AREA, AS SHOWN ON THE FEDERAL FLOOD INSURANCE RATE MAP, DATED JANUARY 14, 1989.  
COMMUNITY LOTS, DATED JANUARY 14, 1989.



SHADOWGLEN TRACE COMMERCIAL

VICINITY MAP

TCB	AECOM
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**TCB**  
400 WEST 13th STREET, SUITE 500  
AUSTIN, TEXAS 78701  
WWW.TCB.AECOM.COM

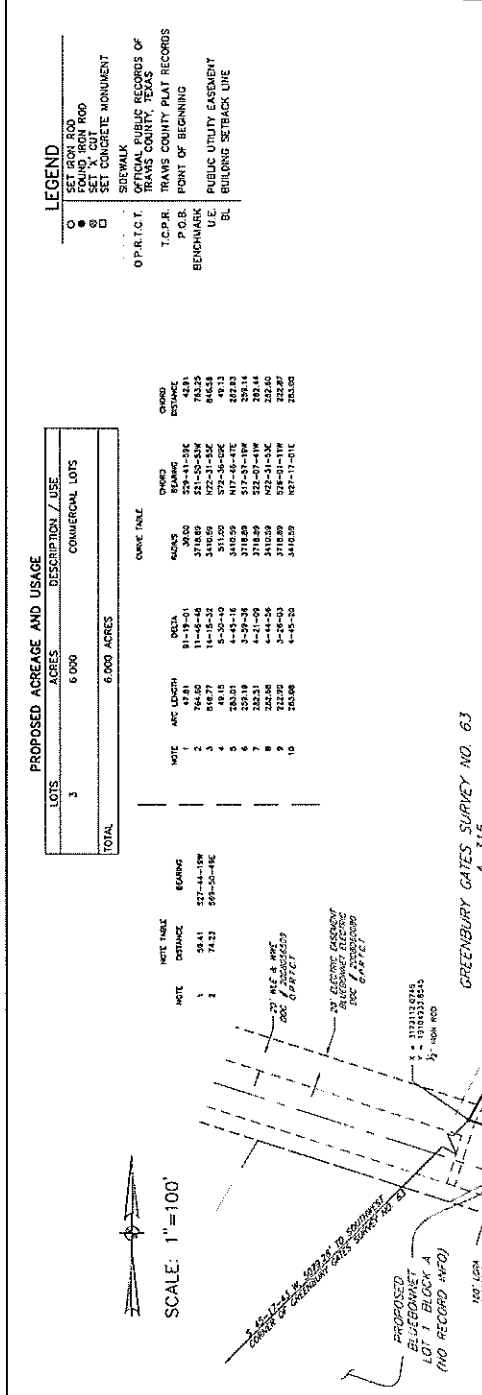


Brad Beauchamp, Fire Marshal  
5555 Airport Blvd. Ste. 400  
Austin, TX 78751

Travis County ESD #12  
Manor Fire Department  
P.O. Box 846  
405 W. Parsons Street  
Manor, Texas 78653

Greenbury - Interwork  
8506-B Cima Oak Lane  
Austin, Texas 78759

Goodwin Management Inc.  
11149 Research, Suite 100  
Austin, TX 78759-5227



GREENBURY GATES SURVEY NO. 63  
A-315

[illegible]

6,000 TOTAL ACRES OUT OF 109,5069 ACRES OF  
THE COTTONWOOD HOLDINGS, LTD. (1999115220).  
GREENBURY GATES SURVEY NO. 63,  
ABSTRACT 315

OWNER:

COTTONWOOD HOLDING, LTD.  
8200 HIGHWAY 280 EAST  
MANOR, TEXAS 78053  
PHONE (512) 327-7415


SHEET 1 OF 2

TCB

TCB, INC.  
400 WEST 15th STREET, SUITE 500  
AUSTIN, TEXAS 78701  
T 512.472.4519

JOB NO. 5003824 JANUARY 2008

**SURVEYOR  
SURVEYOR INC.**  
400 WEST 15th STREET, SUITE 430  
AUSTIN, TEXAS 78701  
(512) 457-7870 FAX (512) 320-0898

 **SURVEYOR INC.**  
PROFESSIONAL SURVEYORS



# 13

TRAVIS COUNTY COMMISSIONERS' COURT AGENDA REQUEST

Voting Session: October 7, 2008

Work Session: \_\_\_\_\_

- I. A. Request made by: Joseph P. Gieselman, TNR Phone # 854-9383
- B. Requested Text:  
Discuss and take appropriate action on proposed motion to approve a Landscaping Maintenance Agreement with Alfredo Rodriguez to maintain the County's floodplain property at 9000 Bluff Springs Road.

C. Approved by: \_\_\_\_\_  
Margaret Gomez, Precinct 4 Commissioner

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

John Hille, County Attorney	854-9415
Julie Joe, County Attorney	854-9415
Charles Bergh, Division Director, Parks	854-9408
Robert Armistead, Parks Division Manager	854-9831
Kurt Nielsen, District Manager, Parks	854-7218
J.D. Taylor, Park Supervisor	247-2247

- 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 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 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.



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

---

205 W. 9<sup>th</sup> Street, Suite 220  
PO Box 1748  
Austin, Texas 78767  
(512) 854-9437  
FAX (512) 854-6474

September 25, 2008

**MEMORANDUM**

**TO:** Members of the Commissioners' Court

**FROM:** Joseph P. Gieselman, Executive Manager, TNR

**SUBJECT:** Landscaping Maintenance Agreement

**Proposed Motion:**

Discuss and take appropriate action regarding the proposed motion to approve a Landscaping Maintenance Agreement with Alfredo Rodriguez to maintain the County's floodplain property at 9000 Bluff Springs Road.

**Summary and Recommendation:**

Travis County's Transportation and Natural Resource Department (TNR) purchased the property at 9000 Bluff Springs Road in March of 2001 as part of the County's floodplain buyout program. The property is in the Onion Creek floodplain and the former residence had flooded several times prior to the County's acquisition. Since the acquisition, TNR's park staff have been maintaining the property.

Mr. Rodriguez has approached (TNR) staff and requested permission to maintain the property at 9000 Bluff Springs Road. Mr. Rodriguez lives approximately two tenths of a mile from the tract at 2501 Perkins Road. He drives past 9000 Bluff Springs Road on a regular basis and is interested in keeping the property mowed on a more regular basis. TNR Park's crew currently mows the property six to eight times per year. As the floodplain program has grown, park staff has found themselves unable to keep up with the maintenance while keeping the parks maintained at our established standards.

**Budgetary and Fiscal Impact:**

The Court approved funds in the FY'09' budget to contract services for maintenance of our floodplain properties. The estimated cost of this service was \$895.00 per property per year. We do not anticipate Mr. Rodriguez's contribution to defer all of this expense; however we do foresee some savings. This property is the only floodplain parcel we have in the area which accentuates the cost of maintenance due to travel time. As the County continues to acquire more floodplain properties the need to pursue alternative methods of maintaining the properties is essential.

**Required Authorization:**

Travis County Commissioners' Court

**Attachments:**

License Agreement

JPG:kn

cc: Julie Joe, County Attorney  
Charles Bergh, Division Director, Parks  
Robert Armistead, Division Manager, Parks  
Kurt Nielsen, District Park Manager

## LANDSCAPING MAINTENANCE AGREEMENT

THE STATE OF TEXAS       §  
                                      §  
COUNTY OF TRAVIS       §

THIS AGREEMENT is made and entered into by and between Travis County, Texas, a political subdivision of the State of Texas ("County") and Alfredo Rodriguez ("Licensee").

WITNESSETH

WHEREAS, the County owns floodplain property located at 9000 Bluff Springs, Texas, being described as Valdes Acre, Travis County, Texas, hereinafter called the "Property;"

WHEREAS, the County purchased the Property as part of the County's FEMA buyout program;

WHEREAS, the Property is subject to periodic flooding;

WHEREAS, proper maintenance of the Property is necessary in order to minimize damage caused by floods and to protect the Property's natural function as a bearer of floodwaters;

WHEREAS, Licensee desires to landscape, mow, plant, maintain, and replace shrubs, trees, plants, grass, and other vegetation ("Landscape Maintenance Activities") on the Property;

NOW, THEREFORE, the County and the Licensee agree as follows:

### I. NON-EXCLUSIVE RIGHTS GRANTED

Subject to the terms and provisions set forth herein, the County grants to Licensee, at Licensee's sole expense, permission to perform Landscape Maintenance Activities on the Property as of the date of this Agreement.

Licensee shall not conduct any activities on the Property that violate any applicable city, state, or federal rules or statutes. Licensee shall not plant any landscaping on the Property without securing prior written approval of the County's Floodplain Administrator of the plans therefore. Licensee shall not plant or perform any landscaping on the Property that interferes with the use of the Property for flood control or drainage purposes. Licensee shall not construct or place structures, fences, signs, fixtures, improvements, or other tangible items of any kind whatsoever on the Property. Licensee's use of the Property for the purposes herein stated is non-exclusive.

## II. CONSIDERATION FOR LIMITED USE

The County and the Licensee 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 protection of the public from flood losses by maintaining the integrity of the Property as a natural bearer of floodwaters;
2. The beautification to be afforded to the community, including Licensee, by the Landscape Maintenance Activities;
3. The prevention of health hazards and unsanitary conditions;
4. The reduction of flood hazards to the Licensee's property;
5. The agreement by the Licensee to perform the Landscape Maintenance Activities and to assume all responsibility therefor; and
6. The agreement by the Licensee to provide the below-specified insurance and indemnification in favor of the County.

## III. COUNTY'S RIGHTS PARAMOUNT

Notwithstanding any statement herein which might be interpreted otherwise, the County's rights in the Property remain paramount to those of Licensee, and the County may at any time enter upon the Property, flood the Property, and remove, destroy, or alter any landscaping, structure(s), sign(s), or other tangible items(s) on the Property to the extent the Floodplain Administrator deems necessary for proper maintenance of drainage structures or for performing other powers or duties of the County. THE COUNTY AND ITS OFFICIALS, SERVANTS, AGENTS, EMPLOYEES, REPRESENTATIVES, LICENSEES, INVITEES, AND CONTRACTORS SHALL NOT BE LIABLE TO LICENSEE HEREIN FOR SUCH ACTIONS, EVEN IN THE EVENT OF NEGLIGENCE OF THE COUNTY OR ITS OFFICIALS, SERVANTS, AGENTS, EMPLOYEES, REPRESENTATIVES, LICENSEES, INVITEES, AND/OR CONTRACTORS. NEITHER THE DISTRICT NOR MAINTAINER WILL BE REQUIRED HEREUNDER TO REPLACE OR REPAIR ANY PART OF THE LANDSCAPING, STRUCTURE(S), SIGN(S), OR OTHER TANGIBLE ITEM(S) SO REMOVED, ALTERED, OR DESTROYED. LICENSEE SHALL BE RESPONSIBLE FOR CONTINUED MAINTENANCE OF THE PROPERTY AS ALTERED DURING THE CONTINUED EXISTENCE OF THIS AGREEMENT.

## IV. TERM

The term of this Agreement is one year, commencing on the date executed by the last party executing this Agreement and continuing thereafter on a year to year basis, unless terminated as hereinafter provided. Either the County, through the Travis County Commissioners Court, or the Licensee may terminate this Agreement prior to the expiration of the term set forth above, with or without cause, upon ten (10) days prior written notice to the other party. All landscaping, structures, signs, and other tangible items placed upon the Property under this Agreement will become the property of the County.



## V. CONDITIONS FOR LIMITED USE

1. Licensee shall exercise due diligence in protecting the Property against damage or destruction by fire or causes other than flooding, and will properly maintain the landscaping within the Property and mow the grass on the Property with sufficient frequency to prevent the grass from attaining a height in excess of six inches. Licensee shall ensure that the Property is maintained in a manner that does not create an unsanitary condition likely to attract or harbor mosquitoes, rodents, vermin, or disease-carrying pests. Licensee shall prevent the accumulation of trash, refuse, garbage, litter, waste, or junk upon the Property, and shall promptly remove from the Property, at Licensee's sole cost, all trash, refuse, garbage, litter, waste, or junk of any type whatsoever, whether deposited or placed on the Property by Licensee or others, whether known or unknown to Licensee. Should the Floodplain Administrator at any time determine that any of the landscaping upon the Property has not been maintained properly, the Floodplain Administrator may notify Licensee of the needed maintenance. If the problem is not corrected within five (5) days of such notice, the County and/or its contractors may perform such maintenance and terminate this Agreement as provided herein. Licensee shall pay all costs of any such maintenance.
2. Licensee shall not place any structure, fence, sign, fixture, improvement, or other tangible item on the Property without prior express written permission of the Floodplain Administrator. Licensee shall not allow or cause any automobile, truck, motorcycle, motorized-vehicle, all terrain vehicle, bicycle, mobile home, camper, trailer, recreational vehicle, portable building, temporary housing or any form of manufactured housing, or any other type of vehicle to be parked, placed, or driven upon, or affixed to the Property. Licensee shall not permit any camping or commercial use of the Property. Licensee shall not place or store, or allow to be placed or stored, any type of building materials or other supplies on the Property. Licensee shall not cause or permit the use, generation, storage, or disposal in, on, or about the Property of any substance, material, or waste subject to regulation under any federal, state, or local laws from time to time in effect concerning hazardous, toxic, or radioactive materials.
3. Licensee shall not cut timber; remove sand, gravel, or similar substances from the ground; commit waste of any kind; or in any manner change the contour or condition of the Property except with the prior express written permission of the Floodplain Administrator.

## VI. TERMINATION

This Agreement may be terminated by either party by giving thirty days written notice to the other party.

## VII. SAFETY

Licensee shall exercise all reasonable care and caution while carrying out the Landscaping Maintenance Activities under this Agreement. Licensee shall assume full responsibility for the safety of any employee or agent of the Licensee who enters the License Area for the purposes of performing the Landscaping Maintenance Activities.

## VIII. ASSUMPTION OF RESPONSIBILITY

Licensee assumes full responsibility for any injuries, claims, losses, or damages to the extent they result from Licensee's use of the Property.

## IX. DISCLAIMER OF WARRANTY

1. THE COUNTY AND ITS OFFICIALS, AGENTS, SERVANTS, EMPLOYEES, REPRESENTATIVES, LICENSEES, INVITEES, AND CONTRACTORS ARE NOT AND SHALL NOT BE RESPONSIBLE FOR DAMAGES TO PROPERTY OR INJURIES TO OR DEATH OF PERSONS ARISING FROM OR INCIDENT TO THE USE OR OCCUPATION OF THE PROPERTY, OR FOR DAMAGES TO THE PROPERTY OR IMPROVEMENTS LOCATED ON THE PROPERTY, OR FOR INJURIES TO THE PERSON OF LICENSEE (IF AN INDIVIDUAL) OR DEATH OF LICENSEE (IF AN INDIVIDUAL) OR FOR DAMAGES TO THE PROPERTY, OR INJURIES TO OR THE DEATH OF THE PERSON OF LICENSEE'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVANTS, REPRESENTATIVES, CONTRACTORS, INVITEES, LICENSEES, OR OTHERS WHO MAY BE ON THE PROPERTY AT THEIR INVITATION OR THE INVITATION OF ANY ONE OF THEM, WHETHER OR NOT ARISING FROM OR INCIDENT TO THE FLOODING OF THE PROPERTY BY THE COUNTY OR FLOODING FROM ANY OTHER CAUSE, OR ARISING FROM OR INCIDENT TO ANY OTHER COUNTY ACTIVITY, OR FROM ANY OTHER CAUSE, ANY DEFECT IN OR CONDITION OF THE PROPERTY, WHETHER OR NOT SUCH DEFECT OR CONDITION IS KNOWN OR SHOULD HAVE BEEN KNOWN TO THE COUNTY, ITS OFFICIALS, AGENTS, SERVANTS, EMPLOYEES, REPRESENTATIVES, LICENSEES, INVITEES, OR CONTRACTORS, AND WHETHER OR NOT SUCH CLAIMS ARISE FROM NEGLIGENCE ATTRIBUTABLE TO THE COUNTY, ITS OFFICIALS, AGENTS, SERVANTS, EMPLOYEES, REPRESENTATIVES, LICENSEES, INVITEES, OR CONTRACTORS.

2. LICENSEE AGREES TO AND SHALL INDEMNIFY, RELEASE, COVENANTS NOT TO SUE, AND HOLDS THE COUNTY, ITS OFFICIALS, AGENTS, SERVANTS, EMPLOYEES, REPRESENTATIVES, LICENSEES, INVITEES, AND CONTRACTORS HARMLESS FROM ANY AND ALL SUCH CLAIMS. IT IS THE EXPRESS INTENTION OF THE COUNTY AND LICENSEE THAT THE INDEMNITY PROVIDED HEREIN IS AN AGREEMENT BY LICENSEE TO INDEMNIFY AND PROTECT THE COUNTY FROM ITS OWN NEGLIGENCE WHERE SAID NEGLIGENCE IS AN ALLEGED OR ACTUAL CONCURRING PROXIMATE CAUSE OF ANY ALLEGED THIRD PARTY HARM OR DAMAGE. LICENSEE IS AND SHALL BE SOLELY RESPONSIBLE FOR LICENSEE, LICENSEE'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVANTS, REPRESENTATIVES, CONTRACTORS, INVITEES, LICENSEES, AND FOR ANY OTHER PERSON WHO MAY BE ON THE PROPERTY, WITH OR WITHOUT THE CONSENT OR PERMISSION OF LICENSEE. LICENSEE HOLDS AND SHALL HOLD THE COUNTY, ITS OFFICIALS, AGENTS, SERVANTS, EMPLOYEES, REPRESENTATIVES, LICENSEES, INVITEES, AND CONTRACTORS HARMLESS FROM ANY CLAIM, DEMAND, LAWSUIT, AND LIABILITY FOR PROPERTY DAMAGES, INJURY, OR DEATH SUFFERED BY ALL PERSONS ON THE PROPERTY.

#### X. NON-EMPLOYEE OR AGENT

It is understood that Licensee, in performing the services under this Agreement, does not do so as an employee, servant, agent, representative, or official of the County.

It is agreed that the County and the County's personnel shall not be considered an employee, agent, partner, joint venturer, ostensible or apparent agent, servant or borrowed servant of Licensee. It is also agreed that Licensee and Licensee's personnel shall not be considered an employee, agent, partner, joint venturer, ostensible or apparent agent, servant, or borrowed servant of the County.

Nothing herein shall be construed as creating any liability on the part of the County, its officials, servants, agents, employees, representatives, licensees, invitees, or other contractors.

#### XI. NON-WAIVER

Forbearance by the County to exercise one of its remedies or powers hereunder will not be deemed or construed to constitute a waiver or abandonment of such remedy or power or the waiver of any default by Licensee. Failure of the County to object to Licensee's performance hereunder will not be construed as approval of such performance by the County. Pursuit of any remedies or powers hereunder or otherwise allowed by law does not preclude pursuit of any other such remedies or powers.

#### XI. ASSIGNMENT

The Licensee shall not assign this Agreement or any of Licensee's rights or obligations hereunder without the prior express written permission of the County. . If such consent is granted, it shall then be the duty of the Licensee, its successors and assigns, to give prompt written notice to the County of any assignment or transfer of any of the Licensee's rights in this Agreement, giving the name, date, address, and contact person for the assignee. Any attempted assignment in violation of this provision will be void and of no force or effect.

#### XII. AMENDMENTS

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

#### XIII. VENUE AND CHOICE OF LAW

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.

#### XIV. SEVERABILITY

This Agreement shall be governed by the laws of the State of Texas. In case one or more of the provisions contained in this Agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision of the Agreement had never been included in this Agreement.

#### XV. ENTIRETY OF AGREEMENT

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

XVI. NOTICES

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

If to Licensee: (or successor)

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

And: Joe Gieselman (or successor)  
Executive Manager  
Travis County Transportation and  
Natural Resources Department  
P.O. Box 1748  
Austin, Texas 78767

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

TRAVIS COUNTY:

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

LICENSEE:

By: Alfredo Rodriguez

Date: 11 SEPTEMBER, 2008

# 14

Travis County Commissioners Court Agenda Request

Voting Session October 7, 2008  
(Date)

Work Session \_\_\_\_\_  
(Date)

I. A. Request made by: Joseph P. Gieselman Phone # 49434  
Signature of Executive Manager

B. Requested Text:

Consider and take appropriate action on a request for a Reimbursement Agreement with Blue Bonnet Electric Cooperative for existing Electric line relocation work that is required to accommodate the proposed improvements of McKinney Falls Parkway in Southeast Travis County, in Precinct 4, (Commissioner Margaret Gomez).

C. Approved by: \_\_\_\_\_  
Signature of Commissioner Margaret Gomez, 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 this Agenda Request and backup to them:

Chris Gilmore----- County Attorney's Office (49455)  
Shawn O'Neal----- PBO (49106)  
Blain Keith----- Auditor's Office (49125)  
Steve Manilla----- TNR (49429)  
Steve Sun-----TNR(49383)  
Chiddi S. N'Jie-----TNR (47585)  
Cynthia McDonalds-----TNR (44239)  
Donna Williams-----TNR (47677)  
Brunilda Cruz-----TNR (47679)

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

GENDA REQUEST DEADLINE: This Agenda Request complete with the backup memorandum and exhibits should be submitted to the County Attorney'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 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) 854-4626

**MEMORANDUM**

DATE: September 23, 2008

TO: Commissioner's Court

THROUGH: Joe Gieselman, Executive Manager

FROM: Steve Manilla, TNR/Public Works Director

SUBJECT: Reimbursement Agreement with Blue Bonnet Electric Cooperative  
McKinney Falls Parkway Road and Drainage Improvements

**Proposed Motion:**

Consider and take appropriate action on a request for a Reimbursement Agreement with Blue Bonnet Electric Cooperative for existing Electric line relocation work that is required to accommodate the proposed improvements of McKinney Falls Parkway in Southeast Travis County, in Precinct 4, (Commissioner Margaret Gomez).

**Summary and Staff Recommendation:**

Blue Bonnet Electric Cooperative has private utility easements within the proposed right of way of McKinney Falls Parkway from William-Cannon to Thaxton Road. The existing two lane rural roadway will be widened to a 4 lane divided arterial roadway with sidewalks and bicycle lanes on both sides of the roadway. The new Electric line will be located in the same easement inside the new ROW of the proposed roadway improvements. The Reimbursement Agreement addresses the relocation and adjustments to existing Electric lines in private easement. Blue Bonnet Electric Cooperative has agreed to relocate the new Electric lines within the proposed ROW rather than requiring the County to reimburse them for the cost of acquiring new private easements. The estimated cost to design and construct the new Electric line is \$65,534 of which \$40,347.79 is the estimated amount to be reimbursed by the County. Upon completion of the relocation work, an invoice, based on the actual cost, will be presented to Travis County for payment.

Staff recommends approval of the proposed agreement to enable the road and drainage project to proceed to the construction phase of the project as quickly as possible.

TNR has coordinated the review of this agreement with the County Attorney's Office.

**Budgetary and Fiscal Impact:**

A total of \$4,051,017 was authorized for this project through various funding sources. The current remaining amount in the budget is \$2,970,682. The County is planning to solicit bids and award a construction contract by December 2008 if the remaining right-of-way acquisition is completed before that time.

The estimated \$40,347.79 for the Electric line relocation is encumbered under:

Fund Account #:----- 473-4931-808-8164

Requisition #:-----451520

Commodity/Subcommodity #: -----968/054

**Background:**

The proposed McKinney Falls Parkway project authorized under the 2001 Travis County Bond Elections (for roadway capacity improvement) is located in the southeastern portion of Travis County in Precinct 4. It was recommended for funding in anticipation of the projected growth in that area and the transportation corridor which this proposed roadway extension will become a part of. The project limits which are shown on the attached Roadway Alignment Plan are from William Cannon Parkway to Thaxton Road. The proposed construction will extend McKinney Falls Parkway as a four lane divided roadway from William Cannon Drive to Thaxton Road, with sidewalks and bicycle lanes on both sides. It is planned as a two-phase project with two lanes constructed at each phase.

**Required Authorizations:**

County Attorney's Office: Chris Gilmore

Purchasing Office: Cyd Grimes

Planning & Budget Office: Shawn O'Neal

**Attachments:**

1. Reimbursement Agreement
2. Project Location Map
3. Roadway Alignment Plan
4. Electric line Relocation Sketch
5. Engineer's Cost Estimate

Copy: Lee Perry, Purchasing

Brunilda Cruz, Financial

Steve Sun, PE, Public Works

Chiddi N'Jie, PE, Public Works



# **REIMBURSEMENT AGREEMENT**

## REIMBURSEMENT AND JOINT USE AGREEMENT

STATE OF TEXAS           §  
                                  §       **KNOW ALL MEN BY THESE PRESENTS:**  
COUNTY OF TRAVIS       §

THIS AGREEMENT is made and entered into by and between Travis County, Texas, a political subdivision of the State of Texas, hereinafter referred to as the "County" and Bluebonnet Electric, a Texas corporation, hereinafter referred to as the "Company".

WHEREAS, Travis County is presently planning to improve McKinney Falls Parkway from William Cannon Drive to Thaxton Road., hereinafter referred to as the "Project"; and,

WHEREAS, the Project will require relocation of some of the Company's existing Power poles and Electric lines hereinafter referred to as "Electric lines", as indicated on the design plans attached hereto as Exhibit A, which is incorporated herein; and,

WHEREAS, Travis County requires that any Electric line relocations or adjustments associated with the Project, hereinafter referred to as the "Work", occur in advance of road construction activities; and,

WHEREAS, the relocations, adjustments to these Electric lines are the County's financial responsibility; and,

NOW, THEREFORE, it is agreed to as follows:

1. By virtue of a pre-existing easement that is superior to the County's right-of-way, the Company currently has the right to be reimbursed by the County for any relocations or adjustments of the Electric lines necessitated by improvements to McKinney Falls Parkway within the unincorporated area. The Company consents to all relocations of the Electric lines on the condition that, notwithstanding that the Electric lines will no longer be within the Company's pre-existing easement, the Company shall retain the right to be reimbursed by the County for any future relocation or adjustment of the Electric lines necessitated by future improvements to McKinney Falls Parkway within the unincorporated area. If the Electric lines are thereafter to be altered or repaired or new facilities constructed within County right-of-way for reasons other than improvements to McKinney Falls Parkway, the Company agrees to notify the County prior thereto, to furnish necessary sketches showing location, type of construction and methods to be used for protection of traffic, and if, in the opinion of the County, such alteration, repair, or new construction will injure the road or endanger the traveling public, the County shall have the right to prescribe such regulations as are necessary for

the protection of the road and the traveling public. Upon receipt of actual in kind reimbursements for relocation of existing Electric lines affected by currently proposed new County right-of-way and completion of construction of same, the Company agrees to execute and record vacation instruments for all affected existing private easements that will lie within new County right-of-way.

2. The Company or its subcontractor will begin the work within 14 days of the effective date of this Agreement and complete all relocations or adjustments of the Electric lines in an expeditious manner. In areas where it is to the benefit of both the County and the Company, some of the work may be done during construction of the roadway. In any such event, the Company shall submit a schedule and plan for that portion of the work for the County's approval. If approved, the Company shall coordinate all such work with the County's Contractor. The Company will perform or cause the work to be performed and following formal completion of the Work will submit an itemized invoice for the actual in kind replacement cost of the work to the County. The County will reimburse the Company, within thirty (30) days of receiving an acceptable invoice for the actual costs incurred now estimated to be the sum of \$40,347.79 (Forty thousand three hundred forty seven dollars and seventy nine cents). Further approval of the Commissioner's Court of the County is required prior to any payment of any amount in excess of the estimated \$40,347.79 (Forty thousand three hundred forty seven dollars and seventy nine cents). The County agrees to reimburse the eligible items of any such excess cost for payment within thirty (30) days of presentation by the Company, or within fifteen (15) days of approval of such excess amount by County Commissioner's Court, whichever occurs last.
3. The Company agrees to and shall assume full responsibility in connection with the work to be performed by the Company and agrees to and shall indemnify and hold harmless the County, its officers, agents, assigns, and employees from and against all negligence, claims, suits, causes of action, liens, and liability of every kind, including expense of litigation and attorney's fees, for injury to or death of any person or for damage to any property arising out of any action or inaction on the part of the Company, whether wholly or partially responsible, in connection with the construction of the Work.
4. This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties hereunder are performable in Travis County, Texas.
5. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns.
6. In the event one or more of the provisions in this contract shall for any reason be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or

unenforceability shall not affect any other provisions hereof and this contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

7. This is the entire Agreement between the County and the Company and supersedes all prior negotiations, representations, or agreements, either oral or written, and may be amended only by written instrument signed by both the County and the Company. NO OFFICIAL, EMPLOYEE, AGENT OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COMMISSIONER'S COURT OF THE COUNTY.
8. When mediation is acceptable to both parties in resolving a dispute arising under this agreement, the parties agree to use the Dispute Resolution Center of Austin, Texas as the provider of mediators for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the results 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.
9. Company, by execution of this agreement does not waive or amend any of its rights under the existing right of way grants.
10. This Agreement is effective when executed by both parties.

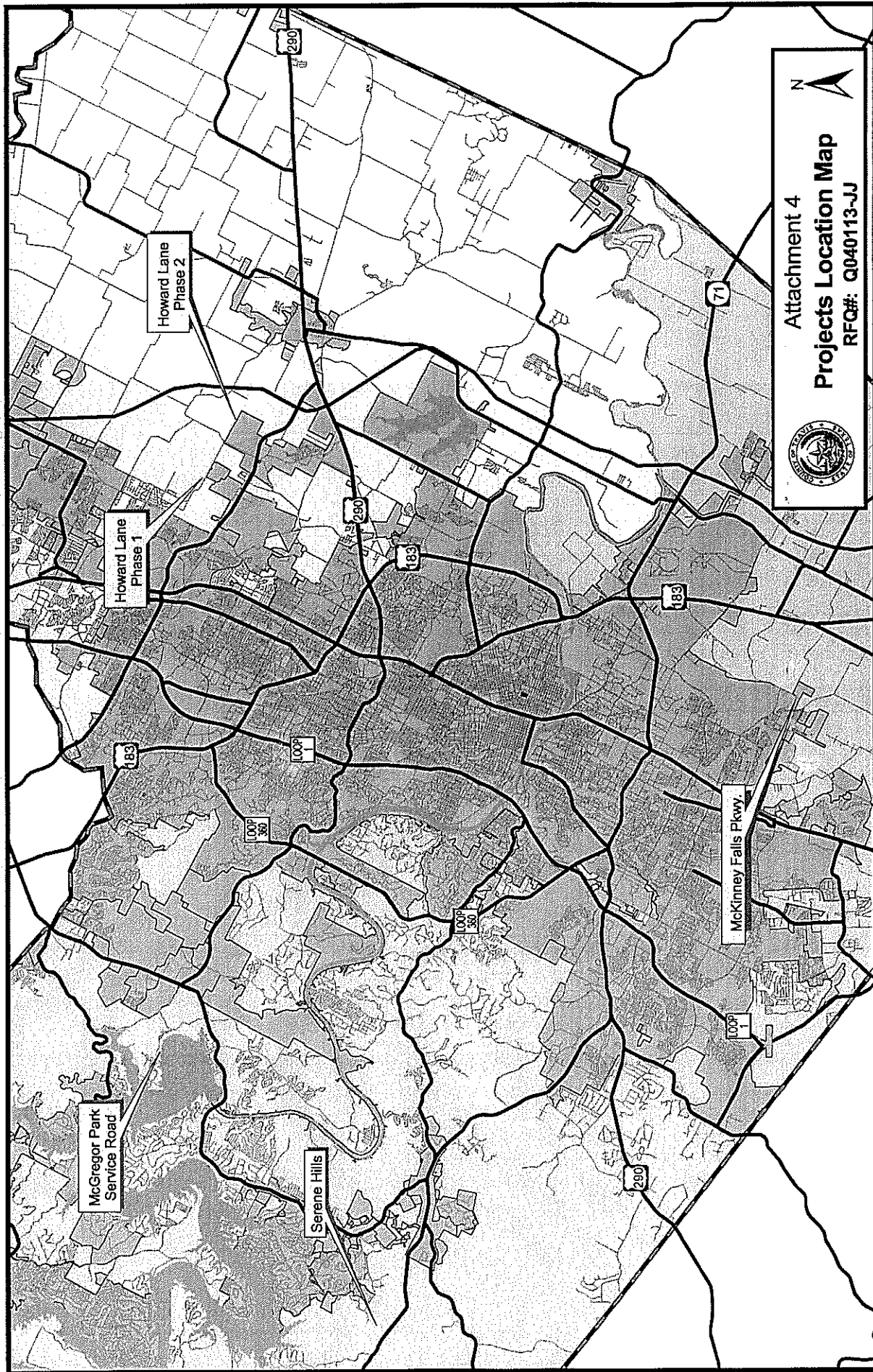
**TRAVIS COUNTY, TEXAS**

By: \_\_\_\_\_  
Sam Biscoe, Travis County Judge  
Date: \_\_\_\_\_

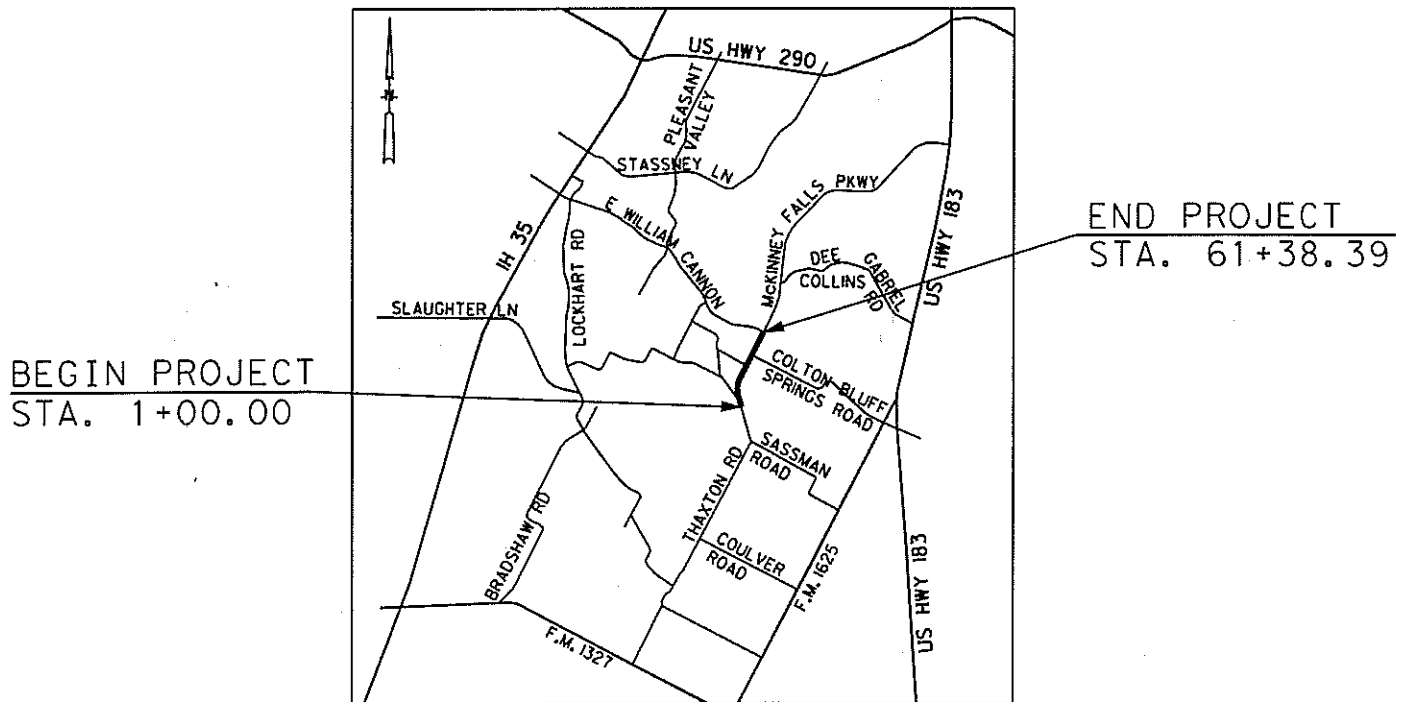
**BLUEBONNET ELECTRIC  
COOPERATIVE, INC.**

By: William Frank Mgr of Engr Design  
Name & Title:  
Date: 9/19/08

# PROJECT LOCATION MAP



# MCKINNEY FALLS PARKWAY ROADWAY IMPROVEMENTS LOCATION MAP

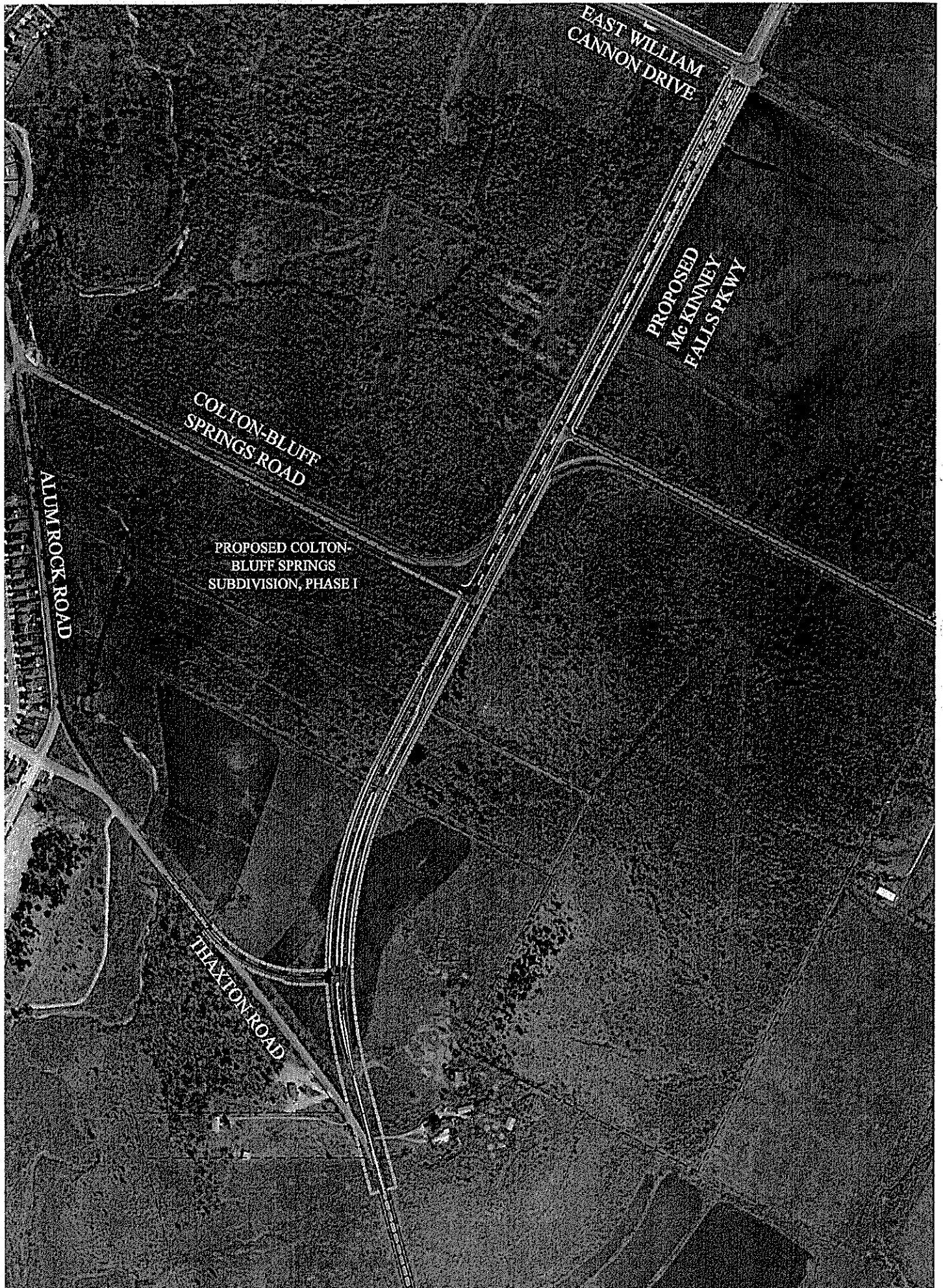


LOCATION MAP

N. T. S.

# ROADWAY ALIGNMENT PLAN





# **ELECTRIC LINE RELOCATION SKETCH**



# ENGINEER'S COST ESTIMATE

## **COST SUMMARY SHEET**

<b>NEW CONSTRUCTION COST:</b>	<b>\$ 48,153.00</b>
<b><u>REMOVAL (RETIREMENT) COST:</u></b>	<b><u>\$ 17,381.00</u></b>

<b>SUBTOTAL:</b>	<b>\$ 65,534.00</b>
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<b>RETIREMENT SALVAGE VALUE (CREDIT):</b>	<b><u>\$ 13,032.00</u></b>
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<b>PROJECT GRAND TOTAL:</b>	<b>\$ 52,502.00</b>
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<b>REIMBURSABLE PORTION (76.85%)</b>	<b>\$ 40,347.79</b>
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Bluebonnet Electric Cooperative, Inc.  
W.O.#50004173

McKinney Falls Parkway  
Cost Estimate - New Construction

1

		COST (\$) PER 1 ASSEMBLY				
ASSEMBLY UNIT	ASSEMBLY DESCRIPTION	QTY.	LABOR	MATERIAL	TOTAL	TOTAL COST \$
40-5	40' Class 5 Wood Pole	1	\$239.19	\$283.18	\$522.37	\$522.37
45-4	45' Class 4 Wood Pole	15	\$263.34	\$373.10	\$636.44	\$9,546.60
VC1-2	3 Ph. X-Arm Construction, 0-2 Deg.	1	\$104.44	\$143.69	\$248.13	\$248.13
VC1-3	3 Ph. X-Arm Construction, 0-5 Deg.	12	\$210.86	\$293.00	\$503.86	\$6,046.32
VC7	3 Ph. X-Arm Construction, Dead-end	2	\$208.97	\$186.40	\$395.37	\$790.74
VC7-1	3 Ph. X-Arm Construction Dead-end	1	\$250.39	\$232.27	\$482.66	\$482.66
VC7-5	3 Ph. X-Arm Construction Dead-end	2	\$409.75	\$492.65	\$902.40	\$1,804.80
VC8	3 Ph. X-Arm Construction, Dead-end	1	\$409.27	\$378.30	\$787.57	\$787.57
VM2-11	Grounding Assembly, Ground Rod Type	1	\$55.87	\$30.80	\$86.67	\$86.67
VM2-11X	Spcl. Equip., Grounding Assembly, Ground Rod Type	4	\$54.78	\$62.39	\$117.17	\$468.68
VM2-12	Pole Protection Assembly, Plate Type	11	\$43.73	\$24.37	\$68.10	\$749.10
VE1-3	Single Down Guy, Through Bolt Type	9	\$105.80	\$36.94	\$142.74	\$1,284.66
E3-10	Single Down Guy, Wrapped Type	6	\$11.11	\$6.47	\$17.58	\$105.48
F1-1	Line Anchor Assembly	17	\$83.66	\$19.57	\$103.23	\$1,754.91
K14	Service Assembly	1	\$24.28	\$4.43	\$28.71	\$28.71
SC4	Wedge Clamp	1	\$0.89	\$1.24	\$2.13	\$2.13
FX2-1/2	Fuse Link, 2.5A Type X, Fit-All	1	\$11.10	\$5.28	\$16.38	\$16.38
G39P	Tran Assembly, 1 Ph. Tran on 3 Ph. Tangent	1	\$133.20	\$129.57	\$262.77	\$262.77
M5-6X3	3 Ph. Arrester Assembly	3	\$381.00	\$202.46	\$583.46	\$1,750.38
M5-6	Arrester Assembly, Polymer 9kV	10	\$46.62	\$29.64	\$76.26	\$762.60
M52-3	Pole Numbering Guide	5	\$1.85	\$0.00	\$1.85	\$9.25
(M52-3)	Pole Numbering Guide	11	\$1.85	\$0.00	\$1.85	\$20.35
VM3-25A	3 OCR Assembly, 35-50A 1 Ph OCRs	1	\$1,093.14	\$1,624.16	\$2,717.30	\$2,717.30
VM5-5	Insulator Assembly, Crossarm Pin	4	\$21.42	\$16.28	\$37.70	\$150.80
DVGH-15	1 Ph. Transformer Bank and Assembly	1	\$209.58	\$857.27	\$1,066.85	\$1,066.85
I-ARD336	Armor Rod	39	\$4.44	\$16.70	\$21.14	\$824.46
I-TSP1/0	Neutral Wrap	13	\$4.44	\$2.17	\$6.61	\$85.93
I-DEC477	Dead-End Shoe	21	\$4.44	\$9.15	\$13.59	\$285.39
I-DEC1/0	Dead-End Shoe	7	\$4.44	\$5.87	\$10.31	\$72.17
KT4AL	#4 Cable, Triplex (feet)	23	\$0.96	\$0.65	\$1.61	\$37.03
#336 ACSR	#336 ACSR Conductor (feet)	10931	\$0.86	\$0.00	\$0.86	\$9,400.66
#1/0 ACSR	#1/0 ACSR Conductor (feet)	3644	\$0.44	\$0.00	\$0.44	\$1,603.36
						\$43,775.21
TOTAL LABOR						\$26,496.22
TOTAL MATERIAL						\$17,278.99
TOTAL						\$43,775.21
ENGINEERING & OVERHEAD					10.00%	\$4,377.52
GRAND TOTAL						\$48,152.73
ROUNDED TO						\$48,153

Bluebonnet Electric Cooperative, Inc.  
W.O.#50004173

McKinney Falls Parkway  
Cost Estimate - Retirement

1

		<u>COST (\$)</u> PER 1 ASSEMBLY				
<u>ASSEMBLY UNIT</u>	<u>ASSEMBLY DESCRIPTION</u>	<u>QTY.</u>	<u>LABOR</u>	<u>MATERIAL</u>	<u>TOTAL</u>	<u>TOTAL COST \$</u>
40-4	40' Class 4 Wood Pole	1	\$177.06	\$0.00	\$177.06	\$177.06
40-5	40' Class 5 Wood Pole	12	\$177.06	\$0.00	\$177.06	\$2,124.72
45-4	45' Class 4 Wood Pole	3	\$162.23	\$0.00	\$162.23	\$486.69
VC1-2	3 Ph. X-Arm Construction, 0-2 Deg.	1	\$71.07	\$0.00	\$71.07	\$71.07
VC1-3	3 Ph. X-Arm Construction, 0-5 Deg.	12	\$153.09	\$0.00	\$153.09	\$1,837.08
VC7	3 Ph. X-Arm Construction, Dead-end	2	\$151.26	\$0.00	\$151.26	\$302.52
VC7-1	3 Ph. X-Arm Construction, Dead-end	1	\$182.24	\$0.00	\$182.24	\$182.24
VC7-5	3 Ph. X-Arm Construction, Dead-end	2	\$277.74	\$0.00	\$277.74	\$555.48
VC8	3 Ph. X-Arm Construction, Dead-end	1	\$295.23	\$0.00	\$295.23	\$295.23
VM2-11	Grounding Assembly, Ground Rod Type	3	\$35.05	\$0.00	\$35.05	\$105.15
VM2-11X	Spcl. Equip., Gmnding Assembly, Grnd Rod Type	2	\$34.36	\$0.00	\$34.36	\$68.72
VM2-12	Pole Protection Assembly, Plate Type	11	\$27.43	\$0.00	\$27.43	\$301.73
VE1-3	Single Down Guy, Through Bolt Type	9	\$66.58	\$0.00	\$66.58	\$599.22
E3-10	Single Down Guy, Wrapped Type	3	\$6.27	\$0.00	\$6.27	\$18.81
F1-4	Line Anchor, Expanding, Twin Eye	3	\$61.42	\$0.00	\$61.42	\$184.26
SC4	Wedge Clamp	1	\$0.89	\$0.00	\$0.89	\$0.89
F-X2-1/2	Fuse Link, 2.5A Type X, Fit-all	1	\$11.10	\$0.00	\$11.10	\$11.10
G39P	Tran Assembly, 1 Ph. Tran on 3 Ph. Tangent	1	\$133.20	\$0.00	\$133.20	\$133.20
M5-6X3	3 Ph. Arrester Assembly	3	\$236.93	\$0.00	\$236.93	\$710.79
M5-6	Arrester Assembly, Polymer 9kV	6	\$29.23	\$0.00	\$29.23	\$175.38
M52-3	Pole Numbering Guide	5	\$0.91	\$0.00	\$0.91	\$4.55
(M52-3)	Pole Numbering Guide	11	\$0.91	\$0.00	\$0.91	\$10.01
VM3-25A	3OCR Assembly, 35-50A 1Ph OCRs	1	\$685.88	\$0.00	\$685.88	\$685.88
VM5-5	Insulator Assembly, Crossarm Pin	4	\$14.29	\$0.00	\$14.29	\$57.16
GH-15	1 Ph. 15kVA Transformer Bank	1	\$131.50	\$0.00	\$131.50	\$131.50
KT-4AL	#4 Cable, Triplex (feet)	17	\$0.70	\$0.00	\$0.70	\$11.90
#336 ACSR	#336 ACSR Conductor (feet)	10931	\$0.51	\$0.00	\$0.51	\$5,574.81
#1/0 ACSR	#1/0 ACSR Conductor (feet)	3644	\$0.27	\$0.00	\$0.27	\$983.88
						<b>\$15,801.03</b>
		TOTAL LABOR				\$15,801.03
		TOTAL MATERIAL				\$0.00
		TOTAL				\$15,801.03
		ENGINEERING & OVERHEAD		10.00%		\$1,580.10
		GRAND TOTAL				\$17,381.13
		ROUNDED TO				\$17,381.00

Bluebonnet Electric Cooperative, Inc.  
W.O.#50004173

McKinney Falls Parkway  
Retirement Facilities - Depreciation Values

1

ASSEMBLY UNIT	ASSEMBLY DESCRIPTION	QTY.	MATERIAL	TOTAL	TOTAL COST \$
40-4	40' Class 4 Wood Pole	1	\$316.30	\$316.30	\$316.30
40-5	40' Class 5 Wood Pole	12	\$283.18	\$283.18	\$3,398.16
45-4	45' Class 4 Wood Pole	3	\$373.10	\$373.10	\$1,119.30
VC1-2	3 Ph. X-Arm Construction, 0-2 Deg.	1	\$143.69	\$143.69	\$143.69
VC1-3	3 Ph. X-Arm Construction, 0-5 Deg.	12	\$293.00	\$293.00	\$3,516.00
VC7	3 Ph. X-Arm Construction, Dead-end	2	\$186.40	\$186.40	\$372.80
VC7-1	3 Ph. X-Arm Construction, Dead-end	1	\$232.27	\$232.27	\$232.27
VC7-5	3 Ph. X-Arm Construction, Dead-end	2	\$492.65	\$492.65	\$985.30
VC8	3 Ph. X-Arm Construction, Dead-end	1	\$378.30	\$378.30	\$378.30
VM2-11	Grounding Assembly, Ground Rod Type	3	\$30.80	\$30.80	\$92.40
VM2-11X	Spcl. Equip., Grounding Assembly, Ground Rod Ty	2	\$62.39	\$62.39	\$124.78
VM2-12	Pole Protection Assembly, Plate Type	11	\$24.37	\$24.37	\$268.07
VE1-3	Single Down Guy, Through Bolt Type	9	\$36.94	\$36.94	\$332.46
E3-10	Single Down Guy, Wrapped Type	3	\$6.47	\$6.47	\$19.41
F1-4	Line Anchor, Expanding, Twin Eye	3	\$52.38	\$52.38	\$157.14
SC4	Wedge Clamp	1	\$1.24	\$1.24	\$1.24
F-X2-1/2	Service Assembly	1	\$5.28	\$5.28	\$5.28
G39P	Tran Assembly, 1 Ph. Tran on 3 Ph. Tangent	1	\$129.57	\$129.57	\$129.57
M5-6X3	3 Ph. Arrester Assembly	3	\$202.46	\$202.46	\$607.38
M5-6	Arrester Assembly, Polymer 9kV	6	\$29.64	\$29.64	\$177.84
M52-3	Pole Numbering Guide	5	\$0.00	\$0.00	\$0.00
(M52-3)	Pole Numbering Guide	11	\$0.00	\$0.00	\$0.00
VM3-25A	3OCR Assembly, 35-50A 1Ph OCRs	1	\$1,064.16	\$1,064.54	\$1,064.54
VM5-5	Insulator Assembly, Crossarm Pin	4	\$16.28	\$16.28	\$65.12
GH-15	1 Ph. 15kVA Transformer Bank	1	\$356.53	\$356.53	\$356.53
KT-4AL	#4 Cable, Triplex (feet)	17	\$0.65	\$0.65	\$11.05
#336 ACSR	#336 ACSR Conductor (feet)	10931	\$0.93	\$0.93	\$10,165.83
#1/0 ACSR	#1/0 ACSR Conductor (feet)	3644	\$0.28	\$0.28	\$1,020.32
					\$25,061.08
					TOTAL MATERIAL \$25,061.08
(1) AVERAGE LIFE OF RETIRED MATERIALS, 14.5 YRS.					APPLIED DEPRECIATION (48%) \$12,029.32
(2) RATIO DETERMINED BASED ON 30 YEAR LIFESPAN OF MATERIAL					
					FINAL DEPRECIATED \$13,031.76
					VALUE OF MATERIALS
					MATERIAL SALVAGE VALUE \$13,031.76
					ROUNDED TO \$13,032.00



## ATTACHMENT

### Eligibility Ratio

Total Length of Overhead Electrical Facilities Being Relocated = 3,624'

Length of Overhead Electrical Facilities Being Relocated From Private  
Easement = 2,785'

### CALCULATIONS

Reimbursable portion:

$$2,785 \text{ feet divided by } 3,624 \text{ feet} = 0.7685 = 76.85\%$$

Therefore, 76.85% is the eligibility ratio to be applied at the time of billing.

(see attached plans)

RECEIVED  
COUNTY JUDGE'S OFFICE  
#

15

08 SEP 29 PM 3:58

Travis County Commissioners Court Agenda Request

Voting Session 10/14/08  
(Date)

Work Session \_\_\_\_\_  
(Date)

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

B. Requested Text:

**Consider and take appropriate action on:**

**A. Consider a Variance to Title 30-3-191, Land Development Code  
– Single Office case to not provide sidewalks for Slaughter  
Creek Drive and Chappell Lane for a subdivision in Precinct  
One: Slaughter Creek, Resubdivision of Lot 1, Block D,  
Subdivision.**

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 the  
Agenda Request and backup to them:

Joe Arriaga: 854-7562 Dennis Wilson, 854-4217  
Anna Bowlin: 854-7561

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

### MEMORANDUM

September 26, 2008

TO: Members of the Commissioners Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM:  Anna Bowlin, Director of Development Services,

SUBJECT: Variance Only – Slaughter Creek Acres, Resubdivision of Lot 1, Block D

#### *PROPOSED MOTION:*

- A. Consider a Variance to Title 30-3-191, Land Development Code – Single Office case to not provide sidewalks for Slaughter Creek Drive and Chappell Lane for a subdivision in Precinct One: Slaughter Creek Acres, Resubdivision of Lot 1, Block D, Subdivision.**

#### ***SUMMARY AND STAFF RECOMMENDATION:***

The applicant is requesting a variance to Title 30-3-191 that requires that all subdivisions under this code construct sidewalks. This variance is being requested as per Title 30 of the Single-Office. The staff is recommending this variance because the installation of sidewalks would not provide continuity in the pedestrian system, as there are no sidewalks in the area and a short, isolated segment would result. There are no worn paths along either Slaughter Creek Drive or Chappell Lane to indicate pedestrian activity. In addition, both streets are located in the County and are constructed without curb and gutter which would not accommodate the construction of sidewalks.

The proposed subdivision is made up of 2 single-family residential lots. TNR staff recommends approval of the proposed variance.

#### ***ISSUES:***

The staff has not received any inquiries from any adjacent property owners or from anyone else regarding this application.

***BUDGETARY AND FISCAL IMPACT:***

None

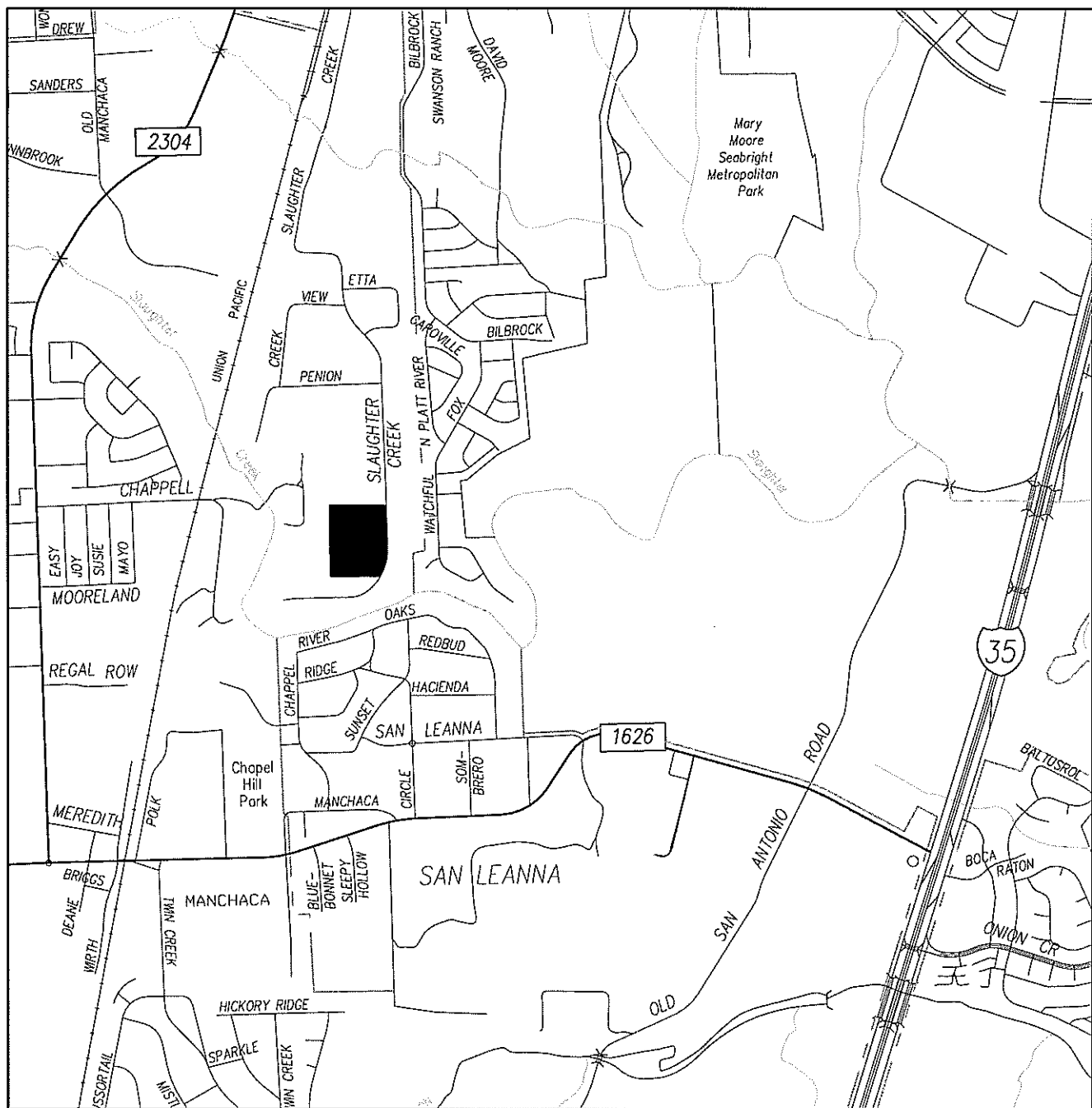
***REQUIRED AUTHORIZATIONS:***

None

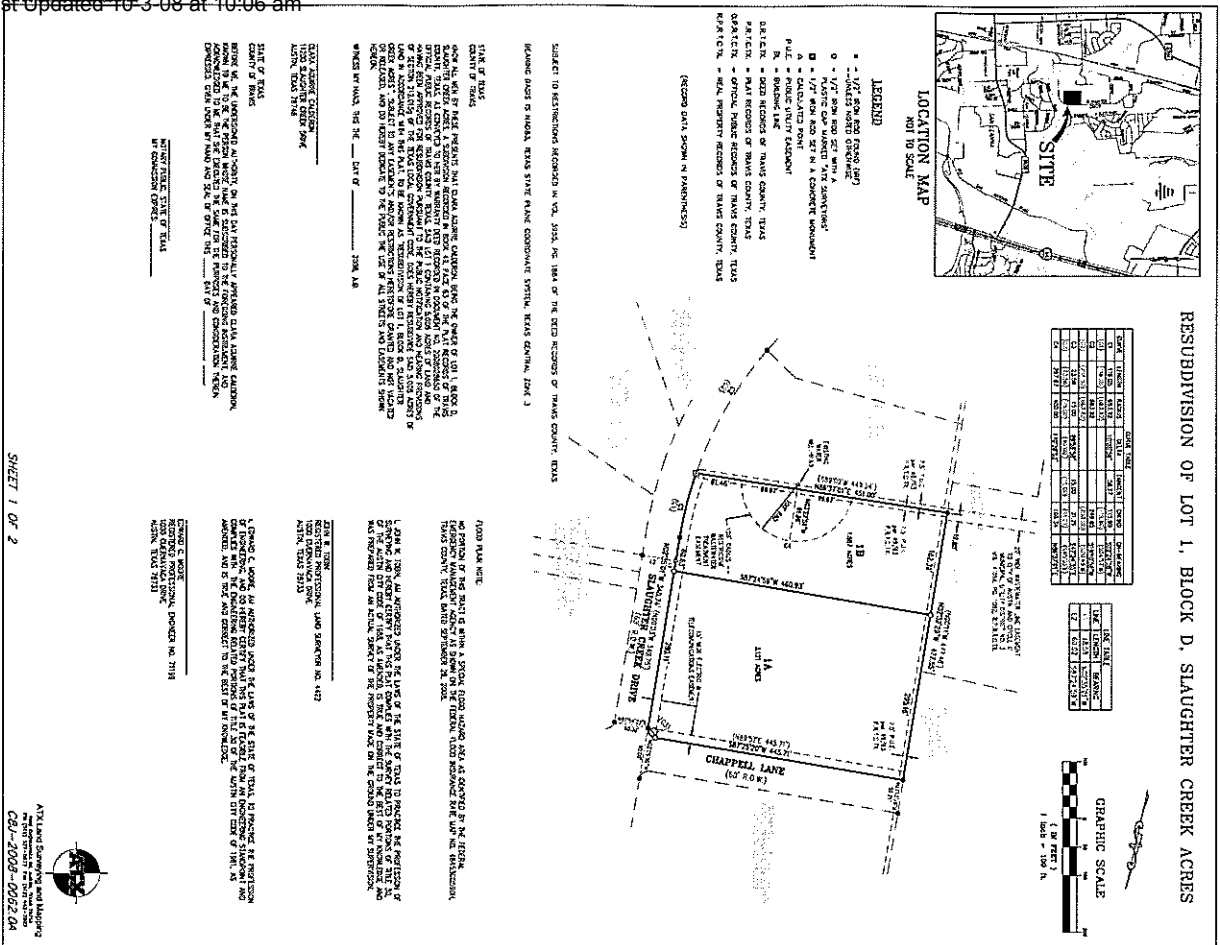
***EXHIBITS:***

Location map, proposed plat and applicant's variance justification letter.

AMB: ja  
0508



LOCATION MAP  
NOT TO SCALE



# THE MOORE GROUP

Engineering, Planning and Construction Services

1000 Cuernavaca

Austin, Texas 78733

August 13, 2008

Samuel T. Biscoe, Travis County Judge  
c/o: Joe Arriaga, Travis County TNR  
314 W. 11<sup>th</sup> Street, #520  
Austin, Texas 78701

Re: Slaughter Creek Acres, Resubdivision of Lot 1, Block D Sidewalk Variance Request

Dear Judge Biscoe:

I am writing to you on behalf of my client, Clara Calderon, to formally request that the variance below be granted:

## **Section 30-3-191: Sidewalk Installation in Subdivisions**

This provision states that, "A person who subdivides property shall install sidewalks in a subdivision in accordance with state and federal accessibility standards and the Transportation Criteria Manual. A preliminary subdivision plan and a final plat must indicate the location of a proposed sidewalk."

The Applicant is requesting this variance be granted based on the following reasons

- The current street section of Slaughter Creek Drive is that of a "rural" road section, or one that is comprised of the street pavement, bar ditches, and no existing sidewalks. This being this case for the entire street we feel that our client should not be required to construct sidewalks along the perimeter of their property at this time. We have noted that several recent plats that have been approved in the surrounding area, including along Slaughter Creek Drive itself, have been approved with the following note:
  - Sidewalk Note: Sidewalks, built to City of Austin standards, are required along Slaughter Creek Drive and Chappell Lane as shown by a dotted line on the face of the plat. The sidewalks are required to be constructed by the property owner after the abutting roadway is improved and concrete curbs are in place. Failure to construct the required sidewalks may result in the withholding of certificates of occupancy, building permits, or utility connections by the governing body or utility company.

As a condition of this variance approval the applicant is willing to add the above mentioned note to this plat.

- In addition to the above information it should also be noted that Chappell Lane, at the time of this letter, has not been constructed and we feel that we should not be required to



Samuel T. Biscoe, Travis County Judge  
Slaughter Creek Acres Variance Request  
August 13, 2008  
Page 2 of 2

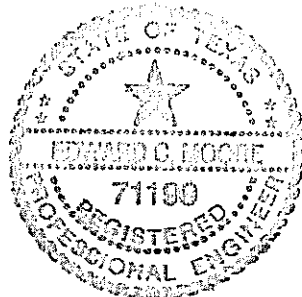
build sidewalks along a road ROW in which the road pavement has not been constructed. Should at any time in the future the road be built with concrete curbs then the above mentioned note would require the property owner to construct sidewalks in accordance with the plat.

For these reasons we request that a variance from 30-3-191 be granted for Slaughter Creek Acres, Resubdivision of Lot 1, Block D.

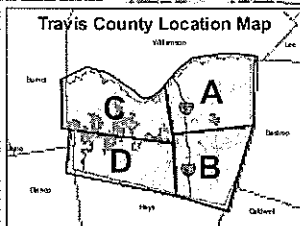
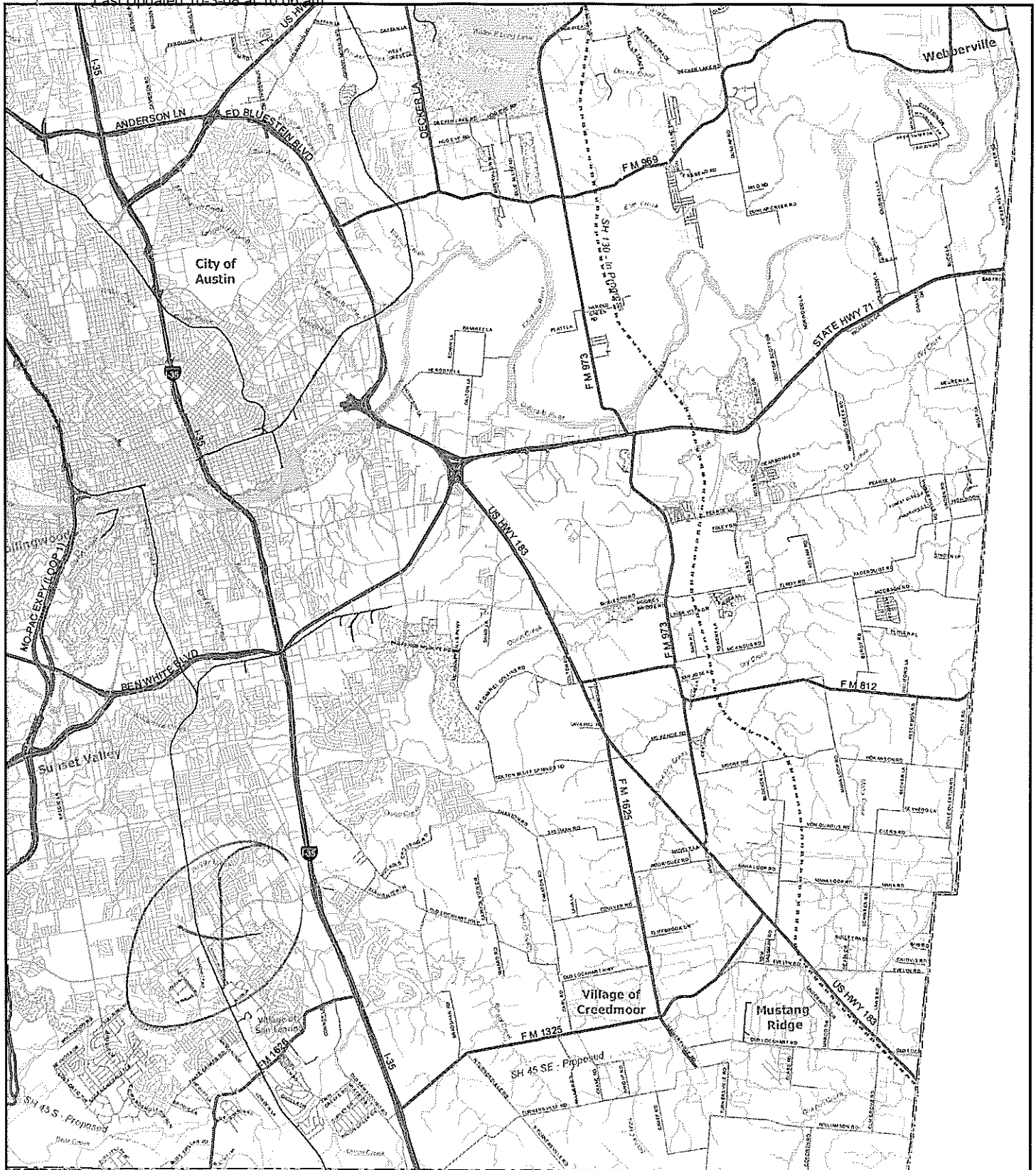
Sincerely,



Edward Moore, P.E.



Cc: Clara Calderon



Source(s): CoA Roads - CoA 11/05, Unincorporated Roads - Travis County 11/05, Proposed Roads - various sources, Creeks - NHD '05, Parks - Travis County '04, CoAP Parks - CoA 12/05, Commissioner Precincts - Travis County Voter Registrar 2002



Legend	
<b>Roadway Type</b>	<b>Proposed In Progress Roadway</b>
State Maintained	Commissioner Precinct 1
Incorporated	Commissioner Precinct 2
Travis County Maintained	Commissioner Precinct 3
Not Maintained	Commissioner Precinct 4
Private	
Rejection of Dedication	
Undedicated, Private	
Railroad	
County Boundary	
Creek	
Water Body	
Park	
Incorporated Area	

\*Note: For legibility purposes, not all State Maintained roadways are shown in red.

Map Disclaimer: This map was created for the Travis County Sign Crew to identify Travis County maintained roadways. The data is provided "as is" with no warranties of any kind. Please contact the Travis County GIS Coordinator at 854-9383 for questions.

# Travis County Roadways, Map B

Map Prepared by: Travis County, Dept. of Transportation & Natural Resources Date: 01/03/2006  
<http://www.co.travis.tx.us/maps>

17 ✓

**TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST**

COUNTY JUDGE'S OFFICE

Please consider the following item for:  
10-07-08

08 OCT -2 AM 10:15

I. A. Request made by: Planning & Budget Office

Review and approve requests regarding grant proposals, applications, contracts, and permissions to continue, and take other appropriate actions:

- a) Approve grant contract with the Governor's Division of Emergency Management, for the FY 08 Emergency Management Performance Grant (EMPG).
- b) Approve grant contract amendment with Texas Task Force on Indigent Defense to correct award amount of Mental Health Public Defender's Office Grant.

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

10/7/2008

## GRANT APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE FY 2008

*The following list represents those actions required by the Commissioners Court for departments to apply for, accept, or continue to operate grant programs.  
This regular agenda item contains this summary sheet, as well as backup material that is attached for clarification.*

Dept	Grant Title	Grant Period	Grant Amount	County Match	Indirect Costs	FTEs	Notes	Page #
<b><i>Contracts</i></b>								
<b><i>a</i></b>	47	Emergency Management Performance Grant	10/1/2007 - 9/30/2008	\$67,200	\$67,200		<sup>1</sup>	2
<b><i>b</i></b>	55	Travis County Mental Health Public Defenders Office	10/2/2008 - 9/30/2009	\$375,000	\$250,000	8	<sup>1</sup>	27

***Notes:***

- 1 PBO recommends approval.
- 2 PBO does not recommend approval
- 3 Please see PBO recommendation for more information

**GRANT SUMMARY SHEET**

Check One:	Application Approval: <input type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input checked="" type="checkbox"/>	Status Report: <input type="checkbox"/>

Department/Division:	Emergency Service/Emergency Management
Contact Person:	Pete Baldwin
Title:	Emergency Management Coordinator
Phone Number:	974-0472

Grant Title:	Emergency Management Performance Grant		
Grant Period:	From:	10/1/2007	To: 9/30/2008
Grantor:	Governor's Division of Emergency Management		

Check One:	New: <input type="checkbox"/>	Continuation: <input checked="" type="checkbox"/>	Amendment: <input checked="" type="checkbox"/>
Check One:	One-Time Award: <input type="checkbox"/>	Ongoing Award: <input checked="" type="checkbox"/>	
Type of Payment:	Advance: <input type="checkbox"/>	Reimbursement: <input checked="" type="checkbox"/>	

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	<i>County Match</i>	In-Kind	<b>TOTAL</b>
Personnel:						0
Operating:	67,200			67,200		67,200
Capital Equipment:						0
Indirect Costs:						0
Total:	67,200	0	0	67,200	0	67,200
FTEs:						0.00

Performance Measures	Projected FY 08 Measure	Progress To Date:				Projected FY 09 Measure
		12/31/07	3/31/08	6/31/08	9/30/08	
Applicable Depart. Measures						
Assist Cities/Agencies	30	10	12	13	14	30
EM Training Provided	10	3	5	7	8	10
Drills/Activations	8	0	2	2	3	6
Measures For Grant						
See Attached Work Plan						

Auditor's Office Contract Approval: <input type="checkbox"/>	Staff Initials: _____
Auditor's Office Comments: See attached email.	

**PBO Recommendation:**

PBO recommends approval of this grant acceptance.

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

The Emergency Mangement Performance Grant (EMPG) has been received by Travis County OEM for the past eleven years. The purpose of the grant is to help pay for emergency management activities. The Travis County OEM has maintained State and Federal requirements to keep the program in compliance. The work plan that is associated with the EMPG incorporates what is being done at this time. The EMPG enhances the existing Travis County OEM program. In pevious years Travis County OEM received the amounts between \$58,000 and \$62,000. The FY08 allocation was based on the federal program funding availablity and Travis County received \$67,200.

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

There are no long term funding requirements.

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

The EMPG is a 50-50 match that is reimbursed after expenditures. Travis County uses the budgeted salaries of the three OEM FTEs as the match.

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

The EMPG states "In order to be allowable, indirect costs must be covered by an approved cost allocation plan. Salaries and administrative expenses of performing audits and eligible costs that cross program lines for programs authorized by the Federal Civil Defense Act of 1950, as amended, but which are not covered by a cost allocation plan, may be charged under the EMPG Program as direct costs."

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

The Travis County OEM is funded under normal budget procedures and would not be discontinued with the loss of the EMPG.

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

The EMPG is an enhancement of an existing program.

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

The EMPG allows Travis County to meet costs associated with a new shared Emergency Operations Center without requesting appropriations from the general fund and to acquire needed equipment and support services. This will assist Travis County OEM in meeting the performance measures for providing emergency management planning activities.

## **Randy Lott - Re: Emergency Services FY 08 Emergency Management Performance Grant Award**

---

**From:** Ellen Heath  
**To:** Randy Lott  
**Date:** 9/29/2008 3:26 PM  
**Subject:** Re: Emergency Services FY 08 Emergency Management Performance Grant Award  
**CC:** DeDe Bell; Kimberly Walton

---

We are fine with this going on the Commissioners Court Oct 7th Agenda. Thanks.

Ellen Heath  
Financial Analyst  
Travis County Auditor's Office  
512 854 8821

>>> Randy Lott 9/26/2008 9:19 AM >>>  
Ellen,

I've got the package from Pete Baldwin. Checking in with you to make sure that the Auditor's Office is ok with this going on the Commissioners Court Oct 7th Agenda. Thanks.

Randy





# EMERGENCY SERVICES

DANNY HOBBY, EXECUTIVE MANAGER

P.O. Box 1748, AUSTIN, TEXAS 78767

(512) 854-4416, FAX (512) 854-4786

TRAVIS COUNTY

PLANNING & BUDGET OFFICE

Emergency Management  
Pete Baldwin, Emergency Mgmt.  
Coordinator

Fire Marshal  
Brad Beauchamp

Medical Examiner  
Dr. David Dolinak

STAR Flight  
Casey Ping, Program Manager

## MEMORANDUM

**To:** Members of the Commissioners Court

**Through:** Danny Hobby, Executive Manager

**From:** Pete Baldwin, Emergency Management Coordinator

**Date:** September 9, 2008

**Subject:** FY08 Emergency Management Performance Grant Award

The Commissioners Court approved an application for the FY08 Emergency Management Performance Grant (EMPG) on December 21, 2007, and amended the application on April 1, 2008, after consultation regarding the assurances associated with the grant. Travis County has been notified that it is eligible to receive \$67,200 for the FY08 EMPG. This is an increase of \$7,075 over the FY07 allocation. The EMPG has been received by the Travis County Office of Emergency Management (OEM) for the past twelve years. To be eligible, a jurisdiction must maintain at least a Basic Emergency Operations Plan, conduct several exercises, and provide training opportunities and public awareness activities on an annual basis. Travis County has maintained an Advanced Planning status since the category was available several years ago which means additional requirements are being met. The purpose of the EMPG is to help pay for emergency management activities. The grant is a reimbursable type grant and requires a fifty percent match which is accomplished by using the OEM payroll as the County's share. The Department of Emergency Services recommends approval to accept the FY08 EMPG for the Travis County OEM.



**DIVISION OF EMERGENCY MANAGEMENT**  
**Office of the Governor**

**RICK PERRY**  
Governor

Mailing Address:  
PO Box 4087  
Austin, Texas 78773-0220

Contact Numbers:  
512-424-2138 Duty Hours  
512-424-2277 Non-Duty Hours  
512-424-2444 Fax

Physical Address:  
5805 N. Lamar Blvd.  
Austin, Texas 78752

**STEVEN McCRAW**  
Director  
Office of Homeland Security

**JACK COLLEY**  
Chief

RECEIVED  
COUNTY JUDGE'S OFFICE  
08 AUG 28 AM 11:23

August 8, 2008

The Honorable Samuel Biscoe  
County Judge, Travis County  
P.O. Box 1748  
Austin, TX 78767-1748

Dear Judge Biscoe

This letter is to advise you that your application to participate in the Emergency Management Performance Grant (EMPG) program during Fiscal Year 2008 (FY 08) has been accepted.

The award is late because Congress delayed approving an appropriations bill, and the bill was not signed by President Bush until December 2007. As a result, the State did not receive the EMPG award until May 23, 2008. We anticipate EMPG awards will be delayed again next year due to the Presidential elections. I encourage you to make financial management plans to prepare for this possibility.

1. Grant Award

- A. The Notice of Sub-recipient Grant Award, Attachment 1 specifies the federal EMPG program funding that will be provided during FY 08 and also provides other important terms and conditions relating to the grant.
- B. An individual authorized by your Commissioner's Court to accept grants on behalf of the jurisdiction, Mayors, City Managers, or County Judges must sign the yellow cover sheet for the award and return it to the Division *within 45 days* to activate your grant. Retain a copy of the signed grant acceptance for your records and provide a copy of the entire grant award package to your local financial manager.

2. Required EMPG Tasks

- A. Your FY 08 EMPG Program Application is approved. The document may have changed to meet FY 08 program requirements since you originally submitted it. Therefore, you should carefully review the attached EMPG Statement of Work & Progress Report and the eight EMPG tasks.

- B. The process for reporting results of Task 5, Exercise Participation & Schedule on the EMPG Statement of Work & Progress Report has changed. All EMPG participants must prepare and submit an After Action Report (AAR) and Improvement Plan (IP), in the format prescribed by the DHS Homeland Security Exercise Evaluation Program (HSEEP) to GDEM. The full HSEEP document can be accessed at <http://www.ojp.usdoj.gov/odp/exercises.htm>. A sample AAR and IP is located on our website at <http://www.txdps.state.tx.us/dem/documents/exerciseaarsips.doc>.
  - C. FY 08 NIMS Compliance Requirements. The US Department of Homeland Security has identified steps that States, territories, tribal, and local entities should take during FY 2008 to become compliant with the NIMS. A copy of the full NIMS document can be found at [www.dhs.gov](http://www.dhs.gov) or <http://www.fema.gov/emergency/nims/index.shtm>. All jurisdictions awarded EMPG funds must complete NIMS compliance requirements for FY 08.
  - D. Incorporate the National Response Framework and the National Incident Management System policies and procedures into your Emergency Management Plan. GDEM completed this process with the Local Planning Samples, State Planning Standards, and Planning Notes. These sample documents can be found on our web site at <http://www.txdps.state.tx.us/dem/pages/downloadableforms.htm#annexindex>.
  - E. Participate in the Texas Regional Response Network (TRRN) by registering as a user and identifying resources that jurisdiction(s) participating in the local emergency management program are prepared to make available to other jurisdictions through mutual aid.
  - F. As indicated in the FY 08 EMPG Guidance, grant recipients must apply no less than 25 percent of their grant award toward planning activities. The attached *Staffing Commitment Certification* should be submitted semi-annually with each Progress Report. **For FY 08, the first report should be received by GDEM no later than September 15, 2008.**
3. Task Progress & Reporting
- A. As noted in the *Fiscal Year 2008 Local Emergency Management Program Guide*, continued participation in the EMPG program is in part conditioned on making proportional progress on your Work Plan tasks and the timely submission of progress and financial reports.
  - B. A. Proportional Progress in Program Tasks. Proportional progress on Work Plan tasks means you should complete a portion of those tasks each quarter rather than deferring most planning tasks, training, exercises, and other activities until the last several months of the fiscal year. Those who try to complete a year's work in several months frequently fail when major emergencies occur late in the year.
  - C. Financial Reports. Financial reports are due to the Division 30 days after the close of each quarter of the federal Fiscal Year. Quarterly Financial Reports are due January 15, April 15, July 15, and October 15. These reports should be sent directly to the GDEM Support Services Section at the P.O. Box address at the top of the first page of this letter.
  - D. Progress Reports. Your first semi-annual progress report was due to the GDEM Preparedness Section on April 15, 2008. The final progress report is due October 15, 2008. As noted previously, these reports should reflect progress in completing the tasks contained in your Statement of Work.

- E. Failure to complete the tasks outlined in the approved Statement of Work or to submit quarterly financial reports and semi-annual progress reports by the required due dates is cause for elimination from the EMPG program.

If after reviewing the Notice of Grant Award you determine you do not wish to participate in the FY 08 EMPG program, please advise me as soon as possible.

Should you have any questions regarding the Notice of Grant Award, please contact Doris Grisham of the Division's Support Services Section at 512-424-2448. If you have questions regarding EMPG tasks or your Jurisdiction Profile, please contact Rex Ogle of the Preparedness Section at 512-424-7051.

Sincerely,



Rex Ogle  
Chief

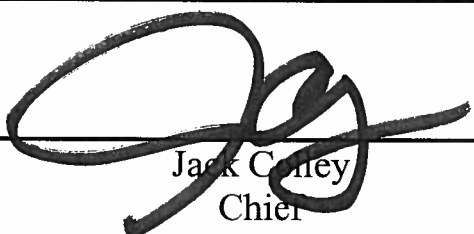
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Attachments: 1- Notice of Sub-Recipient Grant Award  
2-Terms and Conditions  
3- Approved Statement of Work  
4- DEM 71- Staffing Commitment Certification

## NOTICE OF SUBRECIPIENT GRANT AWARD

### GOVERNOR'S DIVISION OF EMERGENCY MANAGEMENT

<b>Program Title:</b> FY 2008 Emergency Management Performance Grant (EMPG)	
<b>DHS Instrument Number:</b> 2008-EM-E8-0013	
<b>GDEM Grant Number:</b> 08TX-EMPG-1403	
<b>Administered By:</b>	Governor's Division of Emergency Management Texas Department of Public Safety P.O. Box 4087 Austin, Texas 78773-0220
<b>Recipient:</b>	Travis County P.O. Box 1748 Austin, TX 78767-1748
<b>Amount of Grant:</b> \$67,200	
<b>Period of Grant:</b> October 1, 2007 to September 30, 2008	

AGENCY APPROVAL	GRANT ACCEPTANCE
 Jack Conley Chief	Original Signature Required
Date: July 31, 2008	Printed Name/Title: Samuel T. Biscoe Travis County Judge  Date:

**Return Signed Copy of This Page *within 45 days* to:**  
Governor's Division of Emergency Management  
Attention: Rex Ogle, Preparedness Section  
PO Box 4087  
Austin, TX 78773-0220

**FY 2008 EMPG  
Terms and Conditions**

1. **Purpose:** Grant funds will be used to support local comprehensive emergency management programs to encourage improvement of mitigation, preparedness, response, and recovery capabilities for all hazards. Funding may be used to support activities that contribute to the capability to manage consequences of acts of terrorism. Funds provided may also be used to accomplish initiatives described in the Federal Program Guidelines, including local implementation of the National Incident Management System (NIMS), incorporation of appropriate references to the National Response Framework (NRF) into local plans, homeland security assessment and strategy integration, and assessment of the local emergency management program using Emergency Management Assessment Program (EMAP) standards.
2. **Grant Conditions:** If federal or state grant funds are involved in funding of this contract, then the conditions of those respective grants are incorporated herein by reference and made a part hereof for all intents and purposes.
3. **Grant Acceptance:** The Notice of Subrecipient Grant Award is only an offer until the Subrecipient returns the signed copy of the Acceptance of Subrecipient Grant Award in accordance with the instructions provided in the transmittal letter.
4. **Work to Be Performed:** The approved FY 08 Statement of Work & Progress Report outlines eight tasks that the grantee must perform during the grant period. The following additional tasks are also required of subrecipients:
  - A. Implement the National Incident Management System (NIMS) at the local level.
  - B. Incorporate pertinent information concerning the National Response Framework (NRF) into the local or inter-jurisdictional emergency management plan and its annexes.
  - C. Participate in the Texas Regional Response Network (TRRN) by registering as a user and identifying resources that the jurisdiction(s) participating in the local emergency management program are prepared to make available to other jurisdictions through mutual aid.
  - D. During the performance period of this grant, sub-recipient must maintain an emergency management plan at the Basic Level of planning preparedness or higher, as prescribed by GDEM. This may be accomplished by a jurisdiction maintaining its own emergency management plan or participating in an inter-jurisdictional emergency management program that meets the required standards. If GDEM identifies deficiencies in the sub-recipient's plan, sub-recipient will correct deficiencies within 60 days of receiving notice of such deficiencies from GDEM.
  - E. Projects identified in the State Preparedness Assessment Report System (SPARS) ([www.texasdpa.com](http://www.texasdpa.com)) must identify and relate to the goals and objectives indicated by the applicable 14 approved project investments for the period of performance of the grant.

- F. During the performance period of this grant, sub-recipient agrees that it will participate in a legally-adopted county and/or regional mutual aid agreement.
  - G. Sub-recipients must submit Fiscal Year 2007 Indirect Cost Allocation Plan signed by Cognizant Agency. Plan should be forwarded to the SAA along with the Planning and Administration Grant Budget Form.
  - H. Council of Governments (COG) will follow guidelines listed in the FY 07 COG Statement of Work.
  - I. Up to 15% of the program funds for SHSP, UASI and LETPP may be used to support the hiring of full or part-time personnel to conduct program activities that are allowable under the FY 2007 HSGP (i.e., planning, training program management, exercise program management, etc) The ceiling on personnel costs does not apply to contractors, and is in addition to eligible management and administrative (M&A) costs and eligible hiring of intelligence analysts. Sub-recipients may hire staff only for program management functions, not operational duties. Hiring planners, training program coordinators, exercise managers, and grant administrators fall within the scope of allowable program management functions.
  - J. Sub-recipient agrees that, during the performance period of this grant, any and all changes to their sub-recipient agreement regarding planning, training, equipment, and exercises must be routed through the appropriate reviewing authority, either the local Council of Governments or Urban Area Security Initiative (UASI) Working Group.
  - K. Sub-recipients must maintain an updated inventory of equipment purchased through this grant program in accordance with Uniform Grant Management Standards – III, State Uniform Administrative Requirements for Grants and Cooperative Agreements, Subpart C - Post-Award Requirements, Reports, Records, Retention, and Enforcement, .32 Equipment and the *Office of Grant Operations Financial Management Guide*.
  - L. The sub-recipient agrees that any equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security." Exceptions to this requirement are limited to items where placing of the marking is not possible due to the nature of the equipment.
5. Urban Areas Securities Initiative (UASI) Grants:
- A. If the sub-recipient is a participant in a UASI program, during the performance period of this grant, sub-recipient agrees to adhere to the UASI strategy, goals, objectives, and implementation steps.
  - B. Sub-recipient agrees that, during the performance period of this grant, all communications equipment purchases must be reviewed and approved by the Regional Interoperable Communications Committee and the UASI points of contact (voting members), if applicable.
6. Grant Funding: The amount of this grant may be less than the amount requested in your Application for Federal Assistance due to limits on federal funding for the EMPG program. However, EMPG grant recipients should continue to report all eligible expenses in quarterly financial reports. In the event additional program funding becomes available from the

federal government or unspent EMPG funds remain at the end of the fiscal year, the Governor's Division of Emergency Management (GDEM) may be able to allocate additional funds to EMPG program participants.

7. Financial and Administrative Requirements: Subrecipient agrees to comply with the applicable financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide located at <http://www.ojp.usdoj.gov/oc/>.
  - A. All emergency management program costs for which the Subrecipient seeks reimbursement must be eligible in accordance with Attachment A to OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments. A copy of that document is available at: <http://www.whitehouse.gov/omb/circulars/index.html>.
  - B. Sub-recipient will comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, as further described in the current edition of the *Office of Grant Operations (OGO)'s Financial Management Guide (January 2006)* at: [http://www.ojp.usdoj.gov/odp/docs/Financial\\_Management\\_Guide.pdf](http://www.ojp.usdoj.gov/odp/docs/Financial_Management_Guide.pdf)
  - C. When implementing FEMA National Preparedness Directorate funded activities, the sub-recipient must comply with all federal civil rights laws, to include Title VI of the Civil Rights Act, as amended. The sub-recipient is required to take reasonable steps to ensure persons of limited English proficiency have meaningful access to language assistance services regarding the development of proposals and budgets and conducting FEMA funded activities.
  - D. Sub-recipient will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321). (Federal Assurance).
  - E. Sub-recipient agrees to make no request for reimbursement for goods or services procured by the Subrecipient prior to the start of the period of performance stated in this award document or after the end of the period of performance.
  - F. Notwithstanding any other provisions of this document, the parties hereto understand and agree that the obligations of GDEM under this Agreement are contingent upon the availability of adequate funds to meet GDEM's liabilities hereunder. GDEM shall not be liable to the Subrecipient for costs under this Agreement that exceed the amount specified in the Notice of Subrecipient Grant Award.
8. Single Audit Act Requirements: If Subrecipient has expenditures in excess of \$500,000 in federal funds of all types within a single fiscal year, it must have an audit performed in accordance with the Single Audit Act Amendment. Subrecipient agrees to comply with the audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-profit Organizations.
9. Reporting Requirements: Subrecipient agrees to comply with all reporting requirements and shall provide such information as required by GDEM. Sub-recipients may be required to



submit additional information and data requested by GDEM and/or the State Administrative Agency after the end of the period of performance in order to close out the grant.

10. Sub-recipient must prepare and submit performance reports to GDEM/SAA for the duration of the grant performance period or until all grant activities are completed and the grant is formally closed. Sub-recipient may also be required to submit additional information and data requested by GDEM/SAA.
11. Review of Work and Expenditures: GDEM may review the work of the Subrecipient with respect to approved program tasks and also review expenditures for which reimbursement is requested as necessary to ensure the federal awards are used for authorized purposes in compliance with laws, regulations, and the provisions of contracts or grant agreements and that performance goals are achieved. These reviews may include, without limitation: comparing actual subrecipient activities to those approved in the sub-award application and subsequent modifications if any; ensuring that grant funds have been expended in accordance with applicable guidelines; confirming compliance with grant assurances, and verifying information provided on performance reports and payment requests.
12. Grant Suspension or Termination: GDEM may suspend or terminate sub-award funding, in whole or in part, or other measures may be imposed for any of the following reasons: failing to comply with the requirements of federal or state law, failing to make satisfactory progress toward the goals or objectives set forth in the sub-award application, failing to follow grant agreement requirements or special conditions, failing to submit required reports, filing a false certification in the application or other report or document.
13. Lobbying:
  - A. As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the sub-recipient certifies that:
  - B. No Federal appropriated funds have been paid or will be paid, by or on behalf of the sub-recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
  - C. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
14. Debarment, Suspension, and other Responsibility Matters:
  - A. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510. (Federal Certification)

- B. The sub-recipient certifies that it and its principals and vendors:
- C. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency; sub-recipients can access debarment information by going to [www.epls.gov](http://www.epls.gov) and the State Debarred Vendor List [www.tbpc.state.tx.us/communities/procurement/prog/vendor\\_performance/debarred](http://www.tbpc.state.tx.us/communities/procurement/prog/vendor_performance/debarred).
- D. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- E. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- F. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and
- G. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application. (Federal Certification)

15. Monitoring:

- A. Sub-recipient will provide GDEM, State Auditor, or DHS personnel or their authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
- B. Sub-recipient agrees to monitor their program to ensure that federal awards are used for authorized purposes in compliance with laws, regulations, and the provisions of contracts or grant agreements and that the performance goals are achieved. In addition, Councils of Governments will perform periodic monitoring of grant recipients to ensure compliance.
- C. GDEM/SAA may perform periodic reviews of sub-recipient performance of eligible activities and approved projects. These reviews may include, without limitation: performance of on-site audit and compliance monitoring, including inspection of all grant-related records and items, comparing actual sub-recipient activities to those approved in the sub-award application and subsequent modifications if any, ensuring that advances have been disbursed in accordance with applicable guidelines, confirming compliance with grant assurances, verifying information provided in performance reports and reviewing payment requests, needs and threat assessments and strategies.
- D. Sub-recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA National Preparedness Directorate.

- E. The sub-recipient agrees that all allocations and use of funds under this grant will be in accordance with the Homeland Security Grant Program Guidelines and Application Kit for that fiscal year and must support the goals and objectives included in the State Homeland Security Strategic Plan and the Urban Area Homeland Security (UASI) Strategies.
- F. The sub-recipient official certifies federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Sub-recipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

**16. Reimbursement for Expenses:**

- A. Reimbursement for expenses incurred during the second and fourth quarter of Fiscal Year 2008 will not be disbursed until GDEM receives the first and second semi-annual EMPG Progress Reports, which are due on April 15, 2008 and October 15, 2008 respectively.
- B. As GDEM plans to promptly close out the Fiscal Year 2008 EMPG program with the State Administrative Agency, requests for reimbursement of expenses that are delivered or postmarked more than 45 days after the end of the stated period of performance will not be paid.

**17. Choice of Law:** This agreement shall be construed and governed by Texas law.

**18. Changes to the Law:** DPS is a state agency whose authority and appropriations are subject to the actions of the Texas Legislature and the United States Congress. If DPS and/or the subject matter of this contract become subject to a legislative or regulatory change, revocation of statutory or regulatory authority, or lack of funds that would render the services and/or goods and/or payment to be provided under this agreement impossible, unnecessary, void, or substantially amended, DPS may terminate this agreement without penalty to, or any liability whatsoever on the part of, DPS, the State of Texas, and the United States. This contract does not grant vendor a franchise or any other vested property right.

**19. Written Modification:** No modification or amendment to this Agreement shall become valid unless in writing and signed by both parties.

**20. To the extent it applies, Subrecipient shall comply with Texas Government Code, Chapter 783, 1 TAC §§5.141 *et seq.*, and the Uniform Grant Management Standards, State Uniform Administrative Requirements for Grants and Cooperative Agreements, Subpart B, §\_14. See attached.**

**21. To the extent it applies, Subrecipient shall comply with the General Appropriations Act, 80<sup>th</sup> Legislature, Article IX, Part 17, Sections 17.02, 17.03, and 17.05). See attached.**

**22. GDEM/SAA may suspend or terminate sub-award funding, in whole or in part, or other measures may be imposed for any of the following reasons: failing to comply with the requirements or statutory objectives of federal law, failing to make satisfactory progress toward the goals or objectives set forth in the sub-award application, failing to follow grant agreement requirements or special conditions, failing to submit required reports, or filing a**

false certification or other report or document. Satisfactory Progress is defined as accomplishing the following during the performance period of the grant: requesting federal funds for purchases, training, etc. and deciding what purchases will be made, ordering the equipment, ensuring the equipment is shipped and received, and training is accomplished with the equipment (or readied for deployment). All of the aforementioned tasks must be accomplished in a timely manner. **Special Conditions may be imposed on sub-recipient's use of grant funds until problems identified during grant monitoring visits conducted by GDEM audit and compliance personnel are resolved**

23. The sub-recipient will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

## **Subpart B—Pre-Award Requirements**

### **\_\_\_\_.14 State assurances**

Scope. In addition to federal requirements, state law requires a number of assurances from applicants for federal pass-through or other state-appropriated funds. An attempt has been made below to list major state and federal assurances. Generally, not all of these assurances will be required for any one grant. However, it is the applicant's responsibility to ensure that all assurances required by the awarding agency are submitted.

**The legal instrument for awarding state funds must be consistent with the standards prescribed herein; however, these standard conditions or assurances may be incorporated into contracts or grant agreements by reference rather than by being reproduced in their entirety.**

(1) A subgrantee must comply with Texas Government Code, Chapter 573, Vernon's 1994, by ensuring that no officer, employee, or member of the applicant's governing body or of the applicant's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.

(2) A subgrantee must insure that all information collected, assembled or maintained by the applicant relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, Vernon's 1994, unless otherwise expressly prohibited by law.

(3) A subgrantee must comply with Texas Government Code, Chapter 551, Vernon's 1994, which requires all regular, special or called meeting of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

(4) A subgrantee must comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.

(5) When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and local subrecipients shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met. (See Section \_\_\_\_\_.36 for additional guidance on contract provisions.)

(6) Subgrantees will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans With Disabilities Act of 1990; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

(7) Subgrantees will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. §§ 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction subagreements.

(8) Subgrantees will comply with the provisions of the Hatch Political Activity Act (5 U.S.C. § 7321-29) which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.

(9) Subgrantees will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.

(10) Subgrantees will comply with Public Law 103-277, also known as the Pro-Children Act of 1994 (Act), which prohibits smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

(11) Subgrantees will comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.

(12) Subgrantees will comply with all applicable requirements of all other federal and state laws, executive orders, regulations and policies governing this program.

(13) The applicant must certify that they are not debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs.

(14) Subgrantees must adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

### **Subpart C—Post-Award Requirements - Reports, Records, Retention, and Enforcement**

#### **\_\_\_\_.42 Retention and access requirements for records.**

(a) Applicability. Certain additional standards for retention of public records in Texas are codified at 13 TAC Chap. 6 for state agencies and at 13 TAC Chap. 7 for local governments. The Texas State Library and Archives Commission, through the Records Preservation Advisory Committee has established recommended retention periods longer than three years for many types of public documents, whether in original hard copy or in microfilm form. State awarding agencies may obtain a copy of the Recommended Retention Schedule by contacting the ***State Library and Archives Commission***.

(1) This section applies to all financial and programmatic records, supporting documents, statistical records, and other records of grantees or subgrantees which are:

(i) Required to be maintained by the terms of this Part, program regulations or the grant agreement, or

(ii) Otherwise reasonably considered as pertinent to program regulations or the grant agreement.

(2) This section applies to records maintained by contractors or subcontractors for purchases of goods or services funded in whole or in part from state funds.

**For a requirement to place a provision concerning records in certain kinds of contracts, see Section \_\_\_\_\_.36 (i) (10).**

(b) Length of retention period.

(1) Except as otherwise provided, records must be retained for three years from the starting date specified in paragraph (c) of this section.

(2) If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 3-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 3-year period, whichever is later.

(3) To avoid duplicate recordkeeping, awarding agencies may make special arrangements with grantees and subgrantees to retain any records which are continuously needed for joint use. The awarding agency will request transfer of records to its custody when it determines that the records possess long-term retention value. When the records are transferred to or maintained by the federal *or state* agency, the 3-year retention requirement is not applicable to the grantee or subgrantee.

(c) Starting date of retention period.

(1) General. When grant support is continued or renewed at annual or other intervals, the retention period for the records of each funding period starts on the day the grantee or subgrantee submits to the awarding agency its single or last **audit** report for that period. However, if grant support is continued or renewed quarterly, the retention period for each year's records starts on the day the grantee submits its expenditure report for the last quarter of the federal, **state, or other designated** fiscal year. In all other cases, the retention period starts on the day the grantee submits its final **audit** report. If an **expenditure or audit** report has been waived, the retention period starts on the day the report would have been due.

(2) Real property and equipment records. The retention period for real property and equipment records starts from the date of the disposition or replacement or transfer at the direction of the awarding agency.

(3) Records for income transactions after grant or subgrant support. In some cases grantees must report income after the period of grant support. Where there is such a requirement, the retention period for the records pertaining to the earning of the income starts from the end of the grantee's fiscal year in which the income is earned.

(4) Indirect cost rate proposals, cost allocations plans, etc. This paragraph applies to the following types of documents, and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

(i) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the federal government (or to the grantee) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.



(ii) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the federal government (or to the grantee) for negotiation purposes, then the 3-year retention period for the proposal plan, or computation and its supporting records starts from end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

(d) Substitution of microfilm. Copies made by microfilming, photocopying, or similar methods may be substituted for the original records.

(e) Access to records--

(1) Records of grantees and subgrantees. The awarding agency and the Comptroller General of the United States, **the Texas State Auditor**, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of grantees and subgrantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts.

(2) Expiration of right of access. The right of access in this section must not be limited to the required retention period but shall last as long as the records are retained.

(f) Restrictions on public access. The federal Freedom of Information Act (5 U.S.C. 552) does not apply to records. Unless required by federal, state, or local law, grantees and subgrantees are not required to permit public access to their records.

## Examples of Allowable Planning Costs

Following are examples of allowable FY 2008 HSGP planning costs:

- Developing scenario plans that incorporate the range of prevention, protection, response, and recovery activities for a scenario
- Developing and implementing homeland security support programs and adopting DHS national initiatives including but not limited to the following:
  - Implementing the National Preparedness Guidelines
  - Costs associated with the adoption, implementation and adherence to NIMS compliance requirements; including implementing the NIMS National Credentialing Framework.
  - Modifying existing incident management and EOPs to ensure proper alignment with the NRF coordinating structures, processes, and protocols
  - Establishing or enhancing mutual aid agreements
  - Developing communications and interoperability protocols and solutions
  - Conducting local, regional, and Tribal program implementation meetings
  - Developing or updating resource inventory assets in accordance to typed resource definitions issued by the NIMS Integration Center (NIC)
  - Designing State and local geospatial data systems
  - Conducting public education and outreach campaigns, including promoting individual, family and business emergency preparedness; alerts and warnings education; and evacuation plans as well as IED or bombing prevention awareness
  - Preparing materials for the State Preparedness Report (SPR)
- Developing related terrorism prevention activities including:
  - Developing law enforcement prevention activities, to include establishing and/or enhancing a fusion center
  - Hiring an IT specialist to plan, develop, and implement the IT applications necessary for a fusion center
  - Developing and planning for information/intelligence sharing groups
  - Hiring contractors and consultants to make recommendations on the development of a fusion center
  - Integrating and coordinating private sector participation with fusion center activities
  - Acquiring systems allowing connectivity to State, local, and Federal data networks, such as the National Crime Information Center (NCIC) and Integrated Automated Fingerprint Identification System (IAFIS), as appropriate
  - Planning to enhance security during heightened alerts, during terrorist incidents, and/or during mitigation and recovery

U.S. DEPARTMENT OF HOMELAND SECURITY | HOMELAND SECURITY GRANT PROGRAM

- Multi-discipline preparation across first responder community, including EMS for response to catastrophic events and acts of terrorism
  - Public information/education: printed and electronic materials, public service announcements, seminars/town hall meetings, web postings coordinated through local Citizen Corps Councils
  - Citizen Corps volunteer programs and other activities to strengthen citizen participation
  - Conducting public education campaigns, including promoting individual, family and business emergency preparedness; promoting the *Ready* campaign; and/or creating State, regional or local emergency preparedness efforts that build upon the *Ready* campaign
  - Evaluating CIP security equipment and/or personnel requirements to protect and secure sites
  - CIP cost assessments, including resources (e.g., financial, personnel) required for security enhancements/deployments
  - Multi-Jurisdiction Bombing Prevention Plans (MJBPP)<sup>1</sup>
  - Underwater Terrorist Protection Plans
- Developing and enhancing plans and protocols, including but not limited to:
    - Developing or enhancing EOPs and operating procedures
    - Developing terrorism prevention/deterrence plans
    - Developing plans, procedures, and requirements for the management of infrastructure and resources related to HSGP and implementation of State or Urban Area Homeland Security Strategies
    - Developing or enhancing border security plans
    - Developing or enhancing cyber security plans
    - Developing or enhancing cyber risk mitigation plans
    - Developing or enhancing agriculture/food security risk mitigation, response, and recovery plans
    - Developing public/private sector partnership emergency response, assessment, and resource sharing plans
    - Developing or enhancing plans to engage and interface with, and to increase the capacity of, private sector/non-governmental entities working to meet the human service response and recovery needs of victims
    - Developing or updating local or regional communications plans
    - Developing plans to support and assist special needs jurisdictions, such as port authorities and rail and mass transit agencies
    - Developing or enhancing continuity of operations and continuity of government plans

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<sup>1</sup> The SAA should examine current bombing prevention and explosive device response capabilities as an import risk reduction activity. An explosive device recognition capability analysis can assist in determining their opportunities for increasing the capability to execute steady state and threat initiated tasks to prevent and respond to a bombing incident.

U.S. DEPARTMENT OF HOMELAND SECURITY | HOMELAND SECURITY GRANT PROGRAM

- Developing or enhancing existing catastrophic incident response and recovery plans to include and integrate Federal assets provided under the NRF
- Developing or enhancing evacuation plans
- Developing or enhancing citizen surge capacity
- Developing or enhancing plans for donations and volunteer management and the engagement/integration of private sector/non-governmental entities in preparedness, response, and recovery activities
- Developing or enhancing Bombing Prevention Plans
- Developing school preparedness plans
- Ensuring jurisdiction EOPs adequately address warnings, emergency public information, evacuation, mass care, resource management from non-governmental sources, unaffiliated volunteer and donations management, and volunteer resource integration to support each Emergency Support Function, to include appropriate considerations for special needs populations
- Developing and implementing civil rights, civil liberties and privacy policies, procedures, and protocols
- Designing and developing State and local geospatial data systems
- Developing or conducting assessments, including but not limited to:
  - Conducting point vulnerability assessments at critical infrastructure sites/key assets and develop remediation/security plans
  - Developing border security operations plans in coordination with CBP
  - Developing, implementing, and reviewing Area Maritime Security Plans for ports, waterways, and coastal areas
  - Updating and refining threat matrices
  - Conducting cyber risk and vulnerability assessments
  - Conducting assessments and exercising existing catastrophic incident response and recovery plans and capabilities to identify critical gaps that cannot be met by existing local and State resources
  - Conducting Bombing Prevention Capability Analysis
  - Activities that directly support the identification of specific catastrophic incident priority response and recovery projected needs across disciplines (e.g. law enforcement, fire, EMS, public health, behavioral health, public works, agriculture, information technology, and citizen preparedness)
  - Activities that directly support the identification of pre-designated temporary housing sites
  - Conducting community assessments, surveys, and research of vulnerabilities and resource needs, and determine citizen education and participation to meet the needs
  - Conducting Citizen Corps program assessments and evaluations, citizen preparedness surveys, volunteer impact studies, and cost/benefit analysis
  - Soft target security planning (public gatherings)

## **PART 17. GRANT-MAKING PROVISIONS**

**Sec. 17.01. Emergency and Deficiency Grants Out of Special Funds.** For the purposes of §§ 401.061 and 403.075, Government Code, appropriations to the Office of the Governor from "special funds" include excess revenues from General Revenue Fund—Dedicated accounts that were previously special funds above those estimated by the Comptroller in certifying this Act.

**Sec. 17.02. Limitation on Grants to Units of Local Government.**

(a) The funds appropriated by this Act may not be expended in the form of a grant to, or a contract with, a unit of local government unless the terms of the grant or contract require that the funds received under the grant or contract will be expended subject to limitations and reporting requirements similar to those provided by:

(1) Parts 2 and 3 of this Article (except there is no requirement for increased salaries for local government employees);

(2) §§ 556.004, 556.005, and 556.006, Government Code;

(3) §§ 2113.012 and 2113.101, Government Code;

(4) § 6.15 of this Article (Performance Rewards and Penalties);

(5) § 7.01 of this Article (Budgeting and Reporting);

(6) § 7.02 of this Article (Annual Reports and Inventories); and

(7) § 2102.0091, Government Code.

(b) In this section, "unit of local government" means:

Art IX-Conf IX-72 May 25, 2007

(1) a council of governments, a regional planning commission, or a similar regional planning agency created under Chapter 391, Local Government Code;

(2) a local workforce development board; or

(3) a MHMR community center.

**Sec. 17.03. Grant Restriction.** Funds appropriated by this Act may not be expended for a grant to a law enforcement agency regulated by Chapter 1701, Occupations Code, unless:

(1) the law enforcement agency requesting the grant is in compliance with all rules developed by the Commission on Law Enforcement Officer Standards and Education; or

(2) the Commission on Law Enforcement Officer Standards and Education certifies that the requesting agency is in the process of achieving compliance with such rules.

**Sec. 17.04. Grants.**

(a) Funds appropriated by this Act for grants of money to be made by state agencies, including the agencies in the legislative branch, are appropriated for the statutory purposes as the grantor agency may specify. A state agency shall distribute grants on a reimbursement or as needed basis unless otherwise provided by statute or otherwise determined by the grantor agency to be necessary for the purposes of the grant.

(b) Funds appropriated by this Act for grants to be made by a state agency for a particular fiscal year may be distributed in subsequent fiscal years so long as the grant has been awarded and treated as a binding encumbrance by the grantor agency prior to the end of the appropriation year of the funds appropriated for grant purposes. Distribution of the grant funds is subject to § 403.071, Government Code.

**Sec. 17.05. Grants for Political Polling Prohibited.** None of the funds appropriated by the Act may be granted to or expended by any entity which performs political polling. This prohibition regarding political polling does not apply to a poll conducted by an academic institution as a part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party.

**GRANT SUMMARY SHEET**

Check One:	Application Approval: <input type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input checked="" type="checkbox"/>	Status Report: <input type="checkbox"/>

Department/Division:	Criminal Justice Planning (MHPD)/ Justice and Public Safety
Contact Person:	Kimberly Pierce
Title:	Planning Manager CJP
Phone Number:	854-4759

Grant Title:	Travis County Mental Health Public Defenders Office		
Grant Period:	From:	10/1/2008	To: 9/30/2009
Grantor:	Texas Task Force on Indigent Defense		

Check One:	New: <input type="checkbox"/>	Continuation: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	One-Time Award: <input type="checkbox"/>	Ongoing Award: <input checked="" type="checkbox"/>	
Type of Payment:	Advance: <input checked="" type="checkbox"/>	Reimbursement: <input type="checkbox"/>	

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	<i>County Match</i>	In-Kind	<b>TOTAL</b>
Personnel:		251,663		167,775		419,438
Operating:		123,337		82,225		205,562
Capital Equipment:		0				0
Indirect Costs:		0				0
Total:	0	375,000	0	250,000	0	625,000*
FTEs:	8.00					8.00

Performance Measures	Projected FY 08 Measure	Progress To Date:				Projected FY 09 Measure
		12/31/07	3/31/08	6/31/08	9/30/08	
Applicable Depart. Measures						
Total Legal Cases Accepted	500	88	178	269		500
Total Social Work Cases Accepted	1,200	98	213	333		1,200

It should be noted that the MHPDO is currently installing a case management software package and is currently unable to track some of the information such as cases diverted from jail or the court system. The Office has contracted with DefenderData and the database and reporting capability are near completion. To date, the Office has been tracking its data on an excel spreadsheet; the new system will be available soon to provide a full complement of performance indicators.

**Auditor's Office Contract Approval:** ☒      Staff Initials: \_\_\_\_\_

**Auditor's Office Comments:**

**PBO Recommendation:**

This grant contract amendment is for the continuation of the Mental Health Public Defender's Office managed by Criminal Justice Planning. The original contract approved in August was for \$330,776 and this amendment will increase the award amount to the expected \$375,000. The FY09 Adopted Budget includes a \$250,000 grant match in CJP to cover Travis County's portion of the grant for next year. This grant has been reviewed and approved by the Auditor's Office

PBO recommends approval of this grant contract amendment.

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

The Mental Health Public Defender Office (MHPDO) provides legal representation to those who have been charged with a crime, are indigent, and have been diagnosed with an Axis-I mental illness. This five year program, funded by a grant from the Texas Task Force on Indigent Defense (TTFID) and Travis County, has been fully staffed and operational since November 2007. This grant award covers FY 09, the second full year of the program.

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

The total program cost is \$625,000. According to the grant provisions, Travis County is to provide matching funds at 20% the first year, 40% the second year, 60% the third year, and 80% the fourth year. The balance for each year will be funded by the TTFID. FY09 will be the second year of the grant; therefore, the county match will be 40% or \$250,000. Please note that due to an error by TTFID, the award in FY09 will come in two separate pieces. This award is second piece indicating the TTFID is fully funding the Office in the amount of \$375,000 and the county's match is \$250,000.

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

The County will provide a \$250,000 match from the General Fund for FY 09.

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

The program does not have an indirect cost allocation as per terms of the grant.

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

The County will formally evaluate the effectiveness of the Mental Health Public Defender Office to determine if the program will continue after the grant has ended. If continuation is recommended, the County will identify full funding for the program at that time.

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

As funding for mental health and mental retardation services has been cut, many people who have been unable to obtain needed community services have migrated to the criminal justice system. Many of these people are indigent and require court-appointed counsel. However, few criminal defense attorneys have the expertise to adequately address mental health or mental retardation issues, and fewer still have the support they need to connect their clients to social services and treatment options. More important, there is no institutional voice within the criminal justice system for defendants with mental illness or mental retardation. As a result, programs that would help get and keep these defendants out of the criminal justice system are not developed.

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

The MHPDO office will aid in the County's effort to more effectively manage the jail population, as well as provide continued assistance to mental health defendants. In June 2005, the Travis County criminal court judges established a MH Wheel, which currently consists of 10 lawyers who are specially trained to deal with defendants with serious mental health issues. The development of the MH Wheel has improved the quality of representation provided to indigent defendants with serious mental health issues. However, many wheel attorneys are the first to admit that they do not have the resources to address their clients' legal issues, and, at the same time, get their clients what they most need—access to medication and/or services while in jail and a connection to services and treatment in the community once they are released.

Staffed with attorneys, social/case workers, and two administrative positions, the MHPDO can represent clients in their criminal cases, while at the same time connecting them to available services and treatment options. In addition, the MHPDO will support the Mental Health (MH) Wheel attorneys in their efforts to provide this type of holistic representation to their clients. The office also seeks out systemic solutions to get and keep defendants with mental illness or mental retardation out of the criminal justice system.

We currently track several performance measures that indicate volume and types of both legal and social work cases; types of referral; case dispositions; and attorney and case worker case loads. This information will assist in the effort to improve the operations of the office and will aid in the overall evaluation of the effectiveness of the program.

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## TEXAS TASK FORCE ON INDIGENT DEFENSE

205 West 14<sup>th</sup> Street, Suite 700 Tom C. Clark Building (512)936-6994

P.O. Box 12066, Austin, Texas 78711-2066

[www.courts.state.tx.us/tfid](http://www.courts.state.tx.us/tfid)

CHAIR:

THE HONORABLE SHARON KELLER  
Presiding Judge, Court of Criminal Appeals

DIRECTOR:

MR. JAMES D. Bethke

VICE CHAIR:

THE HONORABLE OLEN UNDERWOOD

August 27, 2008

The Honorable Samuel T. Biscoe  
P.O. Box 1748  
Austin, TX 78767-1748  
VIA FAX: 512-854-9535

Dear Judge Biscoe:

I am pleased to inform you that the Texas Task Force on Indigent Defense has awarded Travis County a revised FY09 Discretionary Grant in the amount of **\$375,000** in response to your application titled **Travis County Mental Health Public Defender Office**. Your Revised Statement of Grant Award for fiscal year 2009 is attached. Please sign and return via fax the first two pages of the Statement of Grant Award to fax number 512-475-3450 on or before **October 1, 2008**. You do not need to mail a copy.

Congratulations to Travis County on taking the lead in Texas by developing this indigent defense program. If you have any questions or need clarification on the information contained in this letter or attached Statement of Grant Award, please contact Whitney Stark at the Task Force Office at (512) 936-6996.

Sincerely,

Sharon Keller  
Chair, Task Force on Indigent Defense  
Presiding Judge, Court of Criminal Appeals

Copy: Roger Jeffries, Criminal Justice Planning Director, Via Fax: (512) 854-4417

## **Attachment A**

### **Required Conditions and Reports**

#### **Program Requirements**

In addition to the program requirements stated in the Request for Applications (RFA) these specific program requirements apply to this funded program:

- The county will submit reports to obtain reimbursement of expended funds based on actual expenditures. The reimbursements will be based proportional to the county's required match;
- The County must maintain a public defender board to consisting of: (1) two county commissioners or their appointees; (2) two criminal court judges; (4) one criminal defense attorney not on the Mental Health Wheel ; (5) one criminal defense attorney on the Mental Health Wheel; and (6) one mental health advocate. The purpose of this board is to recommend the selection of the Chief Public Defender and to provide guidance and assistance in developing internal office policy when necessary;
- The County must maintain a written policy that includes caseload standards for each attorney and for the operation of this program. In developing caseload standards, nationally recognized standards and standards used by other states shall be taken into consideration. The policy on the caseload standard must require the Chief Public Defender to review the caseload status at least quarterly. The Chief Public Defender is responsible for determining overload. The Chief Public Defender must notify the public defender board in writing if an exception to the caseload standards is authorized;
- The County must provide a copy of the program evaluation reports developed by any independent evaluator hired by the county or selected by the Task Force.

#### **Activity**

Travis County seeks to improve the quality of representation to indigent defendants with serious mental illness by establishing a Mental Health Public Defender Office ("MHPD"). Staffed with attorneys, social/case workers, and two administrative positions, the MHPD will represent clients in their criminal cases and will help connect them to available services and treatment options. In addition, the MHPD will support the Mental Health (MH) Wheel attorneys in providing holistic representation to their clients. The office also will seek systemic solutions to get and keep defendants with mental illness out of the criminal justice system.

#### **Project evaluation**

This grant requires quarterly progress reports to provide information on the effectiveness of the program. The Task Force grant administrator will construct an on-line progress report that best reflects the actual work being performed in this program and is consistent with the FY2007 Discretionary Grant Statement of Grant Award. The county will be able to request modifications to the on-line report when the performance measures are determined to not accurately reflect the work performed.

**Task Force on Indigent Defense  
REVISED Statement of Grant Award  
FY2009 Discretionary Grant**

Grant Number: 212-79-D08  
 Grantee Name: Travis County  
 Program Title: Travis County Mental Health Public Defender Office  
 Grant Period: 10/1/2008-9/30/2009  
 Grant Award Amount: \$375,000

The Task Force on Indigent Defense (Task Force) has awarded the above-referenced grant for indigent defense services. The authorized official named on the grant application must sign this Statement of Grant Award and return it to the Task Force by September 29, 2008. Requests to return the award statement after this date must be submitting from the County judge to the Task Force grants administrator in writing. The grantee will not receive any grant funds until this notice is executed and returned to the Task Force. Funding is provided as listed in the categories in the table below:

<b>Direct Costs</b>	
<b>1) Personnel (Total Number of FTEs: 8 )</b>	419,438
<b>2) Fringe Benefits</b>	138,842
<b>3) Travel and Training</b>	12,101
<b>4) Equipment</b>	0
<b>5) Supplies</b>	17,019
<b>6) Contract Services</b>	37,600
<b>Total Direct Costs</b>	625,000
<b>Indirect Costs:</b>	
<b>7) Indirect Costs</b>	0
<b>Total Indirect Costs</b>	0
<b>Total Proposed Costs</b>	625,000
Less Cash from Other Sources	250,000
<b>Total Amount Funded by Task Force</b>	375,000

**Standard Grant Conditions:**

- The authorized official for the grantee accepts the grant award.
- The authorized official, financial officer, and program director, referred to below as grant officials, agree to the terms of the grant as written in the Request for Applications issued on December 21, 2007, including the rules and documents adopted by reference in the Task Force on Indigent Defense's Grant Rules in Title 1, Part 8, Chapter 173, Texas Administrative Code.
- The grant officials understand that a violation of any term of the grant may result in the Task Force placing a temporary hold on grant funds, permanently deobligating all or part of the grant

funds, requiring reimbursement for funds already spent, or barring the organization from receiving future grants.

- Disbursement of funds is always subject to the availability of funds.
- The grant officials agree to follow the grant terms contained in the "Required Conditions and Report" contained in Attachment A.
- Any plan documents submitted to the Task Force must continue to meet all grant eligibility requirements.

Special Grant Conditions:

The grant officials understand that they must satisfy all special conditions placed on this grant as listed below before receiving any funds:

The authorized official for this grant program has read the preceding and indicates agreement by signing this Statement of Grant Award below:

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Name & Title (must print or type)

\_\_\_\_\_  
Date

### **Timeline for Reporting and Fund Distribution**

Reports will be submitted on-line over the Internet.

Reporting Period	Type Report Due	Date Report Due	Expected Fund Distribution Date
October through December	Budget Status Report Progress report	January 15, 2009	January 2009
January through March	Budget Status Report Progress report	April 15, 2009	April 2009
April through June	Budget Status Report Progress report	July 15, 2009	July 2009
July through September	Final Budget Status Report Final Progress report	November 16, 2009	November 2009

**Travis County Commissioners Court Agenda Request**

RECEIVED  
COUNTY JUDGE'S OFFICE

08 SEP 30 PM 3:03

Voting Session October 7, 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 \$521,949.14, for the period of September 19, 2008 to September 25, 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)

**TRAVIS COUNTY  
RECOMMENDATION FOR TRANSFER OF FUNDS**

**DATE:** October 7, 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:** September 19, 2008 to September 25, 2008

**REIMBURSEMENT REQUESTED  
FOR THIS PERIOD:** \$521,949.14

**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 \$521,949.14.

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  
SEPTEMBER 19, 2008 TO SEPTEMBER 25, 2008**

-

- Page 1.** Detailed Recommendation to Travis County Auditor for transfer of funds.
- Page 1a.** Unavailable to Sign Document
- 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.



DATE: October 7, 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: September 19, 2008  
TO: September 25, 2008

REIMBURSEMENT REQUESTED: \$ 521,949.14

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:	\$ 1,254,100.04
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT: September 30, 2008	\$ (732,151.07)
	\$ -
Adjust to balance per UHC	\$ 0.17
TOTAL REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**:	\$ 521,949.14
PAYMENTS DEEMED NOT REIMBURSABLE	\$ -
TRANSFER OF FUNDS REQUESTED:	\$ 521,949.14

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

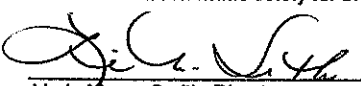
All claims over \$25,000 (3 this week totaling \$148,006.00) have been audited for data entry accuracy and the following information is correct for each claim audited: date of service, eligibility, nature of service, name of and amount billed by provider, amount billed by date and amount paid by UHC.

Fifteen percent (15%) of all claims under \$25,000 (\$78,973.88) 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 \$73,802.87.

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


9/30/08  
Date

  
Dan Mansour, Risk Manager

9/29/08  
Date

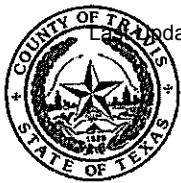
Unavailable to sign  
Cindy Purinton, Benefit Contract Administrator

Date

  
Norman McRee, Financial Analyst

9/29/08  
Date

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



dated 10-3-08 at 10:06 am

## *Human Resources Management Department*

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1010 Lavaca Street, 2<sup>nd</sup> Floor • P.O. Box 1748 • Austin, Texas 78767 • (512) 854-9165 / FAX(512) 854-4203

### MEMORANDUM

Date: October 7, 2008

To: Susan Spataro, County Auditor

From: Norman McRee, HR Financial Analyst, Lead  
Human Resources Management Department

Subject: Benefits Administrator Unavailable to Sign  
Recommendation for Transfer of Funds  
For Period September 19, 2008 – September 25, 2008

Cindy Purinton, Benefits Administrator, Human Resources Management Department, is out of the office and unavailable to sign the Recommendation for Transfer of Funds document for the period September 19, 2008 – September 25, 2008.

All appropriate reviews and audits have been performed on claims for the above period.

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

FROM: UNITEDHEALTH GROUP  
 AB5

NOTIFICATION OF AMOUNT OF REQUEST FOR: TRAVIS COUNTY

DATE: 2008-09-26 REQUEST AMOUNT: \$1,254,100.04

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

CALCULATION OF REQUEST AMOUNT  
 + ENDING BANK ACCOUNT BALANCE FROM: 2008-09-25 \$749,580.53  
 - REQUIRED BALANCE TO BE MAINTAINED: \$1,938,718.00  
 + PRIOR DAY REQUEST: \$00.00  
 - UNDER DEPOSIT: \$1,189,137.47  
 + CURRENT DAY NET CHARGE: \$64,962.57  
 + FUNDING ADJUSTMENTS: \$00.00  
 REQUEST AMOUNT: \$1,254,100.04

ACTIVITY FOR WORK DAY: 2008-09-19

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$28,221.14-	\$00.00	\$28,221.14-
TOTAL:	\$28,221.14-	\$00.00	\$28,221.14-

ACTIVITY FOR WORK DAY: 2008-09-22

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$110,549.48	\$00.00	\$110,549.48

## UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2008\_09\_25

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	1.76 Q6		64914975 AI		11	9/22/2008	100	9/24/2008	9/25/2008
701254	632	1.76 Q6		64914974 AI		11	9/22/2008	100	9/24/2008	9/25/2008
701254	632	1.76 UV		49091193 AI		3	9/11/2008	20	9/25/2008	9/25/2008
701254	632	1.72 UV		43436161 AI		3	9/2/2008	20	9/24/2008	9/25/2008
701254	632	0.71 Q6		64978197 AH		6	9/22/2008	100	9/24/2008	9/25/2008
701254	632	0.26 Q6		62909932 AH		6	9/19/2008	100	9/23/2008	9/25/2008
701254	632	0.11 UV		52216414 AH		9	9/16/2008	20	9/24/2008	9/25/2008
701254	632	0.01 Q6		64978212 AH		6	9/22/2008	100	9/24/2008	9/25/2008
701254	632	-41 NN		SSN000000 AL		0	9/16/2008	600	9/22/2008	9/25/2008
701254	632	-57.81 Q3		60033431 AH		1	7/7/2008	50	9/22/2008	9/25/2008
701254	632	-161.37 NN		SSN000000 AL		0	9/16/2008	600	9/22/2008	9/25/2008
701254	632	-185.89 NN		SSN000000 AL		0	9/16/2008	600	9/22/2008	9/25/2008
701254	632	-400 US		11866264 AH		9	9/17/2008	50	9/23/2008	9/25/2008
701254	632	-799.2 NN		SSN000000 AL		0	9/18/2008	600	9/24/2008	9/25/2008
701254	632	-924 UU		81366921 A		3	9/16/2008	50	9/22/2008	9/25/2008
701254	632	-5118.32 NN		SSN000000 AL		0	9/16/2008	600	9/22/2008	9/25/2008
701254	632	-5891.92 NN		SSN000000 AL		0	9/19/2008	600	9/25/2008	9/25/2008
701254	632	-18996 NN		SSN000000 AL		0	9/16/2008	600	9/22/2008	9/25/2008
701254	632	-41227.36 NN		SSN000000 AL		0	9/16/2008	600	9/22/2008	9/25/2008

521,949.14

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

For the payment week ending: 09/25/2008

CONTR_#	TRANS_AMT	SRS	CHK_#	GRP	ACCT#	CLAIM	ISS_DATE	TRANS_CODE	TRANS_DATE
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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: 9/25/2008

TYPE	MEMBER TYPE	TRANS_AMT
<b>CEPO</b>		
EE	526-1145-522.45-28	47,781.06
RD	526-1145-522.45-29	127.83
RR	526-1145-522.45-29	4,620.79
Total CEPO		\$52,529.68
<b>EPO</b>		
EE	526-1145-522.45-20	125,538.35
RR	526-1145-522.45-21	95,149.72
Total EPO		\$220,688.07
<b>PPO</b>		
EE	526-1145-522.45-25	223,490.19
RR	526-1145-522.45-26	25,241.20
Total PPO		\$248,731.39
Grand Total		\$521,949.14

# 19

**Travis County Commissioners Court Agenda Request**

Voting Session 10/7/08  
(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

Routine Personnel Actions

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)



# HRMD

*Human Resources Management Department*

1010 Lavaca Street, 2<sup>nd</sup> Floor

• P.O. Box 1748

• Austin, Texas 78767

• (512) 854-9165 / FAX(512) 854-4203

**October 7, 2008**

**ITEM # :**

**DATE:** September 24, 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 *lms/LAS*

**SUBJECT:** Weekly Personnel Amendments

Attached are Personnel Amendments for Commissioners Court approval.

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

**FY 09 Temporary Slot Extensions – Pages 7 - 9.**

Approval requested to **extend** temporary slots, end dates, and employee status codes.

- \* Temporary employees "02" (less than 6 months) October 1, 2008 through March 31, 2009.
- \* Project workers "05" (more than 6 months, includes Retirement Benefits) October 1, 2008 through September 30, 2009.

HRMD has reviewed appropriate documentation; PBO has confirmed FY 09 funding.

**FY 09 Temporary Slot Conversion – Page 7.**

Approval requested to **convert** temporary slot - temporary employee (less than 6 months) to project worker (more than 6 months, includes Retirement Benefits), end dates, and employee status codes from October 1, 2008 through September 30, 2009. HRMD has reviewed appropriate documentation; PBO has confirmed FY 09 funding.

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**

<b>NEW HIRES</b>				
<b>Dept.</b>	<b>Slot</b>	<b>Position Title</b>	<b>Dept. Requests Level/Salary</b>	<b>HRMD Recommends Level/Salary</b>
County Atty	55	Law Clerk I (Part-time)	14 / Minimum / \$15,778.26	14 / Minimum / \$15,778.26
County Atty	68	Office Specialist	10 / Level 5 / \$27,684.80	10 / Level 5 / \$27,684.80
County Atty	185	Victim Counselor Sr	16 / Level 4 / \$40,456.00	16 / Level 4 / \$40,456.00
County Clerk	51	Court Clerk Asst*	11 / Minimum / \$25,773.07	11 / Minimum / \$25,773.07
District Atty	162	Court Bailiff*	10 / Level 1 / \$24,793.60	10 / Level 1 / \$24,793.60
Fac Mgmt	148	Building Maint Supt	16 / \$42,500.00	16 / \$42,500.00
Probate Court	10	Attorney II (Part-time)	22 / \$38,822.17	22 / \$38,822.17
Sheriff	624	Administrative Assoc	14 / Level 1 / \$32,510.40	14 / Level 1 / \$32,510.40
Sheriff	1179	Cadet**	80 / Step 1 / \$33,750.91	80 / Step 1 / \$33,750.91
Sheriff	1556	Cadet**	80 / Step 1 / \$33,750.91	80 / Step 1 / \$33,750.91
Sheriff	1619	Security Coord	12 / Level 5 / \$31,699.20	12 / Level 5 / \$31,699.20
Tax Collector	42	Tax Specialist I	12 / Level 2 / \$29,224.00	12 / Level 2 / \$29,224.00
Tax Collector	103	Tax Specialist I	12 / Level 1 / \$28,392.00	12 / Level 1 / \$28,392.00
TCCES	45	Chem Dependency Counselor	15 / Level 4 / \$37,814.40	15 / Level 4 / \$37,814.40
TNR	180	Engineering Tech	13 / Minimum / \$29,501.26	13 / Minimum / \$29,501.26
TNR	520	Road Maint Worker	8 / \$25,168.00	8 / \$25,168.00
<b>* Temporary to Regular</b>			<b>** Actual vs Authorized</b>	

<b>TEMPORARY APPOINTMENTS</b>					
<b>Dept.</b>	<b>Slot</b>	<b>Position Title</b>	<b>Dept. Requests Grade/Salary</b>	<b>HRMD Recommends Grade/Salary</b>	<b>**Temporary Status Type Code</b>
County Clerk	20236	Elec Clk – Operations Clk IV	11 / \$13.00	11 / \$13.00	02
County Clerk	20323	Elec Clk – Operations Clk II	7 / \$10.00	7 / \$10.00	02
<b>* Actual vs Authorized</b>			<b>**Temporary Status Type Codes:</b> (Temporary less than 6 mos. = 02) (Project Worker more than 6 mos. = 05, includes Retirement Benefits).		

<b>TEMPORARY APPOINTMENTS</b>					
<b>Dept.</b>	<b>Slot</b>	<b>Position Title</b>	<b>Dept. Requests Grade/Salary</b>	<b>HRMD Recommends Grade/Salary</b>	<b>**Temporary Status Type Code</b>
County Clerk	20435	Elec Clk – Operations Clk II	7 / \$10.00	7 / \$10.00	02
County Clerk	20443	Elec Clk – Operations Clk IV	11 / \$13.00	11 / \$13.00	02
County Clerk	20446	Elec Clk – Operations Clk IV	11 / \$13.00	11 / \$13.00	02
County Clerk	20455	Elec Clk – Operations Clk IV	11 / \$13.00	11 / \$13.00	02
County Clerk	20458	Elec Clk – Operations Clk IV	11 / \$13.00	11 / \$13.00	02
County Clerk	20460	Elec Clk – Operations Clk IV	11 / \$13.00	11 / \$13.00	02
County Clerk	20462	Elec Clk – Operations Clk IV	11 / \$13.00	11 / \$13.00	02
County Clerk	20465	Elec Clk – Operations Clk IV	11 / \$13.00	11 / \$13.00	02
County Clerk	20481	Elec Clk – Operations Clk IV	11 / \$13.00	11 / \$13.00	02
County Clerk	20498	Elec Clk – Operations Clk IV	11 / \$13.00	11 / \$13.00	02
County Clerk	20524	Elec Clk – Operations Clk IV	11 / \$13.00	11 / \$13.00	02
County Clerk	20577	Elec Clk – Operations Clk II	7 / \$10.00	7 / \$10.00	02
County Clerk	20580	Elec Clk – Operations Clk IV	11 / \$13.00	11 / \$13.00	02
County Clerk	20581	Elec Clk – Operations Clk IV	11 / \$13.00	11 / \$13.00	02
County Clerk	20582	Elec Clk – Operations Clk IV	11 / \$13.00	11 / \$13.00	02
County Clerk	20658	Elec Clk – Operations Clk II	7 / \$10.00	7 / \$10.00	02
County Clerk	20660	Elec Clk – Operations Clk II	7 / \$10.00	7 / \$10.00	02
County Clerk	23015	Elec Clk – Operations Clk IV	11 / \$13.00	11 / \$13.00	02
County Clerk	50225	Office Asst	8 / \$10.45	8 / \$10.45	05
<b>* Actual vs Authorized</b>		<b>**Temporary Status Type Codes:</b> (Temporary less than 6 mos. = 02) (Project Worker more than 6 mos. = 05, includes Retirement Benefits).			

<b>TEMPORARY APPOINTMENTS</b>					
<b>Dept.</b>	<b>Slot</b>	<b>Position Title</b>	<b>Dept. Requests Grade/Salary</b>	<b>HRMD Recommends Grade/Salary</b>	<b>**Temporary Status Type Code</b>
<b>District Atty</b>	50049 (2 <sup>nd</sup> Job)	Attorney III	24 / \$32.00	24 / \$32.00	05
<b>Fac Mgmt</b>	20027	Custodian	5 / \$11.00	5 / \$11.00	02
<b>Juvenile Court</b>	50143	Juvenile Detention Ofcr Asst♦	10 / \$11.58	10 / \$11.58	05
<b>TNR</b>	50112	School Crossing Guard I*♦	5 / \$10.00	5 / \$10.00	05
<b>TNR</b>	50116	School Crossing Guard I*♦	5 / \$10.00	5 / \$10.00	05
<b>* Actual vs Authorized</b> <b>**Temporary Status Type Codes:</b> (Temporary less than 6 mos. = 02) (P. Project Worker more than 6 mos. = 05, includes Retirement Benefits). ♦ FY 08 JA Project Title/Pay Grade prior to 9/16/08 implementation					

<b>TEMPORARY PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS</b>				
<b>Dept. (From)</b>	<b>Slot – Position Title – Salary</b>	<b>Dept. (To)</b>	<b>Slot – Position Title – Salary</b>	<b>Comments</b>
<b>County Clerk</b>	Slot 20126 / Elec Clk – Erly Vting Clk / Grd 6 / \$9.00	<b>County Clerk</b>	Slot 20661 / Elec Clk – Operations Clk II / Grd 7 / \$10.00	Election worker reassignment.

<b>CAREER LADDERS – POPS</b>						
<b>Dept.</b>	<b>Slot</b>	<b>Current Position Title/Grade</b>	<b>New Position Title/Grade</b>	<b>Current Annual Salary</b>	<b>Proposed Annual Salary</b>	<b>Comments Current HRMD Practice</b>
<b>Sheriff</b>	301	Cadet* / Grd 80	Corrections Officer* / Grd 81	\$33,750.91	\$38,737.92	Career Ladder. Peace Officer Pay Scale (POPS).
<b>Sheriff</b>	1175	Cadet* / Grd 80	Corrections Officer* / Grd 81	\$33,750.91	\$38,737.92	Career Ladder. Peace Officer Pay Scale (POPS).
<b>Sheriff</b>	1612	Cadet* / Grd 80	Corrections Officer / Grd 81	\$33,750.91	\$38,737.92	Career Ladder. Peace Officer Pay Scale (POPS).
<b>* Actual vs Authorized</b>						

<b>CAREER LADDERS – NON-POPS</b>						
<b>Dept.</b>	<b>Slot</b>	<b>Current Position Title/Grade</b>	<b>New Position Title/Grade</b>	<b>Current Annual Salary</b>	<b>Proposed Annual Salary</b>	<b>Comments Current HRMD Practice</b>
<b>Juvenile Court</b>	310	Juvenile Detention Ofcr II* ♦ / Grd 12	Juvenile Detention Ofcr III♦ / Grd 13	\$31,842.64	\$33,434.77	Career Ladder. Pay is between min and midpoint of pay grade.
* Actual vs Authorized ♦ FY 08 JA Project Title/Pay Grade prior to 9/16/08 implementation						

<b>PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS</b>				
<b>Dept. (From)</b>	<b>Slot – Position Title – Grade – Salary</b>	<b>Dept. (To)</b>	<b>Slot – Position Title – Grade – Salary</b>	<b>Comments</b>
<b>Constable 4</b>	Slot 26 / Accountant Assoc / Grd 13 / \$37,308.21	<b>Constable 4</b>	Slot 22 / Office Manager♦ / Grd 19 / \$46,904.00	Promotion. Pay is between min and midpoint of pay grade.
<b>Fac Mgmt</b>	Slot 20 / Building Maint Worker / Grd 9 / \$36,778.14	<b>Fac Mgmt</b>	Slot 127 / Building Maint Worker Sr / Grd 11 / \$37,369.90	Promotion. Pay is between midpoint and max of pay grade.
<b>Fac Mgmt</b>	Slot 29 / Custodian Lead / Grd 7 / \$29,159.94	<b>Fac Mgmt</b>	Slot 141 / Custodial Svcs Supv / Grd 10 / \$29,499.39	Promotion. Pay is between midpoint and max of pay grade.
<b>Juvenile Court</b>	Slot 192 / Juvenile Probation Ofcr III♦ / Grd 15 / \$39,137.90	<b>Juvenile Court</b>	Slot 232 / Juvenile Probation Ofcr III♦ / Grd 15 / \$39,137.90	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
<b>Juvenile Court</b>	Slot 393 / Juvenile Shift Supv♦ / Grd 17 / \$44,315.38	<b>Juvenile Court</b>	Slot 521 / Juvenile Case Work Mgr♦ / Grd 17 / \$44,315.38	Lateral transfer. Employee transferred to different slot, different position, same department, same pay grade, retains current pay.
<b>Pretrial Services</b>	Slot 29 / Pretrial Officer I / Grd 15 / \$32,078.82	<b>Pretrial Services</b>	Slot 18 / Pretrial Officer II* / Grd 16 / \$36,121.07	Promotion. Pay is at minimum of pay grade.
* Actual vs Authorized ♦ FY 08 JA Project Title/Pay Grade prior to 9/16/08 implementation				

<b>PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS</b>				
<b>Dept. (From)</b>	<b>Slot – Position Title – Grade – Salary</b>	<b>Dept. (To)</b>	<b>Slot – Position Title – Grade – Salary</b>	<b>Comments</b>
<b>Sheriff</b>	Slot 224 / Deputy Sheriff Sr Law Enfrmnt / Grd 74 / \$55,127.90	<b>Sheriff</b>	Slot 1615 / Detective Law Enforcement / Grd 75 / \$70,042.96	Promotion. Peace Office Pay Scale (POPS).
<b>Sheriff</b>	Slot 726 / Office Specialist Sr / Grd 12 / \$34,960.18	<b>Sheriff</b>	Slot 783 / Office Specialist Sr / Grd 12 / \$34,960.18	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
<b>Sheriff</b>	Slot 1615 / Detective Law Enforcement / Grd 75 / \$79,292.93	<b>Sheriff</b>	Slot 1357 / Sergeant Law Enforcement / Grd 76 / \$87,028.03	Promotion. Peace Office Pay Scale (POPS).
<b>Sheriff</b>	Slot 1619 / Security Coord / Grd 12 / \$36,008.99	<b>Sheriff</b>	Slot 908 / Office Specialist Sr / Grd 12 / \$36,008.99	Lateral transfer. Employee transferred to different slot, different position, same department, same pay grade, retains current pay.
<b>TNR</b>	Slot 237 / Road Maint Worker / Grd 8 / \$27,079.31	<b>TNR</b>	Slot 92 / Equipment Operator / Grd 10 / \$30,409.60	Promotion. Pay is between midpoint and max of pay grade.
<b>TNR</b>	Slot 340 / Road Maint Worker / Grd 8 / \$26,436.80	<b>TNR</b>	Slot 121 / Equipment Operator / Grd 10 / \$29,681.60	Promotion. Pay is between midpoint and max of pay grade.
<b>* Actual vs Authorized</b>				

THIS SECTION LEFT BLANK INTENTIONALLY.

**FY 09 TEMPORARY SLOT EXTENSIONS - TEMPORARY EMPLOYEES "02" - STATUS  
EFFECTIVE OCTOBER 1, 2008 THROUGH MARCH 31, 2009**

<b>Dept.</b>	<b>Slot</b>	<b>Actual Position Title</b>	<b>EE Status Code</b>
County Clerk	20236, 20239, 20437, 20440, 20441	Elec Clk-Operations Clk IV	02
HRMD	20029	Office Asst	02
JP Pct 2	20013, 20021	Court Clerk Asst	02
JP Pct 2	20014, 20016	Court Clerk I	02
JP Pct 2	20026, 20027, 20023	Office Asst	02
Probate Court	20021	Accountant Assoc	02
Probate Court	20006, 20019, 20020	Law Clerk I	02
Purchsg & Inventory Mgmt	20005	Pur Purchasing Supprt Spec I	02

**FY 09 TEMPORARY SLOT STATUS CODE CONVERSION FROM TEMPORARY EMPLOYEES  
"02" TO PROJECT WORKERS "05" - STATUS EFFECTIVE OCTOBER 1, 2008 THROUGH  
SEPTEMBER 30, 2009**

<b>Dept.</b>	<b>Slot</b>	<b>Actual Position Title</b>	<b>EE Status Code</b>
JP Pct 2	50025	Accounting Clerk	05
HRMD	50029	Physician I Temp	05



**FY 09 TEMPORARY SLOT EXTENSIONS - TEMPORARY EMPLOYEES "05" - STATUS  
EFFECTIVE OCTOBER 1, 2008 THROUGH SEPTEMBER 30, 2009**

<b>Dept.</b>	<b>Slot</b>	<b>Actual Position Title</b>	<b>EE Status Code</b>
<b>Criminal Courts</b>	50006, 50007, 50010, 50011, 50027	Court Bailiff	05
<b>Criminal Courts</b>	50029	Judicial Aide	05
<b>Criminal Courts</b>	50005	Judicial Aide Spec	05
<b>Criminal Courts</b>	50028	Law Clerk II	05
<b>Criminal Justice Planning</b>	50006	Planner/Mgmt/Res Asst	05
<b>Fac Mgmt</b>	50054, 50057, 50060, 50062	Custodian	05
<b>HRMD</b>	50028	Registered Nurse II	05
<b>JP Pct 2</b>	50006, 50007	Court Clerk I	05
<b>JP Pct 2</b>	50008	Court Clerk II	05
<b>JP Pct 2</b>	50005	Court Clerk II Sr	05
<b>Probate Court</b>	50015	Social Svcs Asst	05

<b>FY 09 TEMPORARY SLOT EXTENSIONS - TEMPORARY EMPLOYEES "05" - STATUS EFFECTIVE OCTOBER 1, 2008 THROUGH SEPTEMBER 30, 2009</b>			
<b>Dept.</b>	<b>Slot</b>	<b>Actual Position Title</b>	<b>EE Status Code</b>
<b>TCCES</b>	50005, 50007, 50008, 50014, 50016, 50017, 50019, 50020, 50021, 50022, 50023, 50024, 50025, 50026, 50028, 50029, 50030, 50031, 50032, 50034,  50035, 50036, 50037, 50038, 50039, 50040, 50041, 50042, 50044, 50045, 50048, 50050, 50051, 50054, 50055, 50056, 50058, 50074, 50075, 50131,  50133, 50134, 50137, 50138, 50140, 50141, 50143, 50144, 50145, 50170	Counselor	05
<b>TCCES</b>	50003, 50004, 50060, 50062, 50063, 50064, 50065, 50066, 50067, 50068, 50097, 50098, 50135	Office Specialist	05

**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**



WS # \_\_\_\_\_

VS #

21

AGENDA REQUEST

I. Please consider the following item for:

Work Session 10/07/08 Executive Session \_\_\_\_\_ Voting Session 10/07/08

- A. Request made by: COUNTY AUDITOR Phone No. 854-9125
- B. Requested Text: APPROVE ORDER TO DIRECT DEPOSITING  
SALARY FUND MONIES INTO THE GENERAL FUND OF TRAVIS  
COUNTY

C. Approved by:

Signature of Commissioner or Judge

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 & Eight 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:

Rodney Rhoades, Executive Manager PBO 854-9106

Susan Spataro, County Auditor 854-9125

Barbara Wilson, Assistant County Attorney 854-9567

III. PERSONNEL

\_\_\_\_\_ A Change in your department's personnel. (reclass, etc.)

IV. BUDGET REQUEST:

If your request involves any of the following please check:

\_\_\_\_\_ Additional funding for your department

\_\_\_\_\_ Transfer of funds within your department budget

\_\_\_\_\_ A change in your department's personnel

The County Personnel (854-9165) and/or Budget and Research Office (854-9171) 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.

**DAVID A. ESCAMILLA**  
COUNTY ATTORNEY

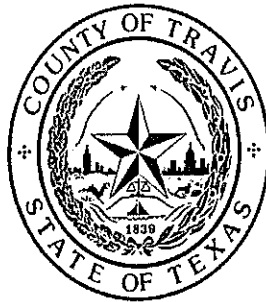
RANDY T. LEAVITT  
FIRST ASSISTANT

JAMES W. COLLINS  
EXECUTIVE ASSISTANT

314 W. 11<sup>TH</sup>, STREET  
GRANGER BLDG., SUITE 420  
AUSTIN, TEXAS 78701

P. O. BOX 1748  
AUSTIN, TEXAS 78767

(512) 854-9513  
FAX: (512) 854-4808



**TRANSACTIONS DIVISION**

JOHN C. HILLE, JR., DIRECTOR †

BARBARA J. WILSON

MARY ETTA GERHARDT

STACY WILSON

TAMARA ARMSTRONG

JAMES M. CONNOLLY

TENLEY A. ALDREDGE

JULIE JOE

DANIEL BRADFORD

\*CHRISTOPHER GILMORE

SARAH F. CHURCHILL

† Member of the College  
of the State Bar of Texas  
\*Board Certified  
Commercial Real Estate Law  
Texas Board of Legal Specialization

September 19, 2008

Commissioners Court  
P. O. Box 1478  
Austin, Texas 78767

Re: Use of General Fund instead of Salary Fund

Dear Judge and Commissioners:

The Local Government Code establishes a general rule that salary funds must be set up for each elected officials and that the payroll and expenses of their offices be paid from this fund.

If the commissioners court adopts an order directing that all money that would otherwise be deposited in these salary funds be deposited in the general fund, then it is not necessary to establish these funds. This order must be approved at the first regular meeting in the first month of the fiscal year. A similar order has been approved annually for the past several years. Accounting for these funds in the general fund is simpler than accounting for them in separate funds.

Sincerely,

Barbara Wilson  
Assistant County Attorney

AN ORDER TO  
DIRECT DEPOSITING SALARY FUND MONIES  
INTO THE GENERAL FUND OF TRAVIS COUNTY

RECITALS

The creation of a salary fund for each district, county and precinct officer is required by Local Government Code section 154.042.

The Commissioners Court is authorized to direct that all money that would otherwise be deposited in a salary fund is deposited in the general fund of the county by Local Government Code section 154.007.

ORDER

The Commissioners Court of Travis County, Texas hereby orders that all fees, commissions, and other compensation collected by all district, county and precinct officers in Travis County and all other money that would be deposited in these officers' salary funds be deposited in the general fund of Travis County during the fiscal year commencing October 1, 2008 and ending September 30, 2009.

Date of Order: \_\_\_\_\_

TRAVIS COUNTY COMMISSIONERS COURT

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

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

\_\_\_\_\_  
Sarah Eckhardt  
Commissioner, Precinct 2

\_\_\_\_\_  
Gerald Daugherty  
Commissioner, Precinct 3

\_\_\_\_\_  
Margaret Gómez  
Commissioner, Precinct 4

Item # 22

## Travis County Commissioners' Court Agenda Request

Meeting Date: OCTOBER 7, 2008

I. A. Requestor: COUNTY JUDGE Phone # 854-9555

B. Specific Agenda Wording:

APPROVE BOND FOR SCOTT DAVIS TO SERVE AS VISITING TRAVIS  
COUNTY JUSTICE OF THE PEACE.

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

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.

RECEIVED  
COUNTY JUDGE'S OFFICE  
08 OCT - 1 AM 9:59

Item #

23

**TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST**

Please consider the following item for **VOTING SESSION: October 7, 2008**

**A. REQUEST MADE BY:** Sheriff Greg Hamilton  
(Elected/Appointed Official/Executive Mgr/County Attorney)

**B. REQUESTED TEXT:** Consider and take appropriate action on request for Sheriff's Office personnel to take a County vehicle out of state for the purpose of attending The Construction & Maintenance Institute for Criminal Justice Agencies Conference in Baton Rouge, LA., October 27 through October 30.

**COUNTY JUDGE OR COMMISSIONER**

- A. Any backup material to be presented to the Court must be submitted with this Agenda Request (Original(s) & 8 copies).
- B. Please list all of the agencies or officials' names and telephone numbers that might be affected by or involved with this request. The originating department should send a copy of this Agenda Request and backup to them:

Sheriff Greg Hamilton, 854-9788; Chief James N. Sylvester, 854-9787;  
Major Mark Sawa, 854-9758

**REQUIRED AUTHORIZATIONS: PLEASE CHECK IF APPLICABLE:**

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

**PURCHASING OFFICE (854-9700)**

☐ Bid, Purchase Contract, Request for Proposals

**COUNTY ATTORNEY'S OFFICE (854-9415)**

☐ Contract, Agreement, Policy & Procedure

RECEIVED  
COUNTY JUDGE'S OFFICE  
08 OCT -2 AM 11:04

**AGENDA REQUEST DEADLINE:** All agenda requests and supporting materials must be submitted to County Judge's office, Room 520, in writing by Tuesday at 12:00 p.m. for the next week's meeting. Late or incomplete requests may be deferred to the following week's meeting.



JAMES N. SYLVESTER  
Chief Deputy

## GREG HAMILTON TRAVIS COUNTY SHERIFF

P.O. Box 1748  
Austin, Texas 78767  
(512) 854-9770  
[www.tcsheriff.org](http://www.tcsheriff.org)

DARREN LONG  
Major - Corrections

SCOTT BURROUGHS  
Major - Law Enforcement

MARK SAWA  
Major - Administration & Support

### Memorandum

Date: Tuesday, September 26, 2008

To: Members of the Travis County Commissioners Court

Via: Greg Hamilton, Travis County Sheriff

CC: Mark Sawa, Major - Administration & Support  
James N. Sylvester, Chief Deputy

From: Mark Stefanov, P.E.  
Facilities Bldg Maint. Eng Sr.

Two handwritten signatures are present. The first signature is "Mark Stefanov" and the second is a cursive signature, likely of the Chief Deputy James N. Sylvester.

Re: Backup data for request for out of state vehicle travel

Each year, the Construction and Maintenance Institute for Criminal Justice Agencies (CMI), a non-profit, non-political, non-partisan professional organization with membership comprised of public employees meets to assist agencies with continuing education. CMI is dedicated to sharing knowledge, education, and advancement of all professionals employed in the construction as well as maintenance fields, who work within prison systems, jails and court facilities. CMI is designed to act as a clearinghouse for information related to issues and concerns in designing, constructing and maintaining all types of Criminal Justice facilities. More information about the organization can be found at [http://cmi-cja.org/Home\\_Page.html](http://cmi-cja.org/Home_Page.html).

The 2008 CMI Conference will be held at the Sheraton Baton Rouge Convention Center Hotel from October 27 thru October 30. Conferences in years past attended by this requestor have been in Arizona and Virginia. In years before, the locations have been in areas where airfare, rental of a temporary vehicle, and other vehicular costs of attending were less costly. This location is directly adjacent to Texas, within 450 miles of the offices of the three Travis County Sheriff's employees authorized to attend. The three employees will travel together in the same vehicle, TC#3155.

Airfare and associated transportation costs to the location has been estimated to be more costly by a factor of approximately 50% using current mileage reimbursement rates as the basis for the vehicle costs. Additionally, due to the relatively close proximity of the conference and when all factors are considered, travel time for each of the three employees will be less by several hours.



*Safety, Integrity, Tradition of Service*

## Travis County Commissioners' Court Agenda Request

Meeting Date: September 30, 2008

I. A. Requestor: County Judge Phone # 854-9555

B. Specific Agenda Wording:

CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST FROM CITY OF AUSTIN REGARDING THE CREATION OF A TAX INCREMENT FINANCING REINVESTMENT ZONE FOR THE SEAHOLM REDEVELOPMENT PROJECT, INCLUDING THE FOLLOWING:

A. PRESENTATION REGARDING THE PROJECT;

B. APPROVAL OF COUNTY PARTICIPATION;

C. WAIVER OF 60-DAY NOTICE REQUIREMENT FOR PUBLIC HEARING TO RECEIVE PUBLIC COMMENT ON THE PROJECT;

D. DESIGNATION OF COUNTY REPRESENTATIVE ON PROJECT; AND

E. APPOINTMENT OF COUNTY REPRESENTATIVE TO TIF ZONE'S BOARD OR WAIVER OF THE RIGHT TO APPOINT A MEMBER.

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.


**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.

08 SEP 25 PM 3:59  
COUNTY CLERK  
TRAVIS COUNTY



City of Austin  
Economic Growth and Redevelopment Services Office  
301 W. 2<sup>nd</sup> Street, Suite 2030  
Austin, Texas 78701  
Telephone: (512) 974-7819 FAX: (512) 974-7825

RECEIVED  
COUNTY CLERK  
08-27-08 PM 2:15

NOTICE OF THE INTENTION OF THE CITY OF AUSTIN TO ESTABLISH  
A REINVESTMENT ZONE FOR TAX INCREMENT FINANCING PURSUANT TO THE TAX  
INCREMENT FINANCING ACT, TEXAS TAX CODE CHAPTER 311

September 5, 2008

Samuel T. Biscoe, County Judge  
Travis County  
314 West 11<sup>th</sup> Street, #520  
Austin, Texas 78701

Doyle Valdez, President, Board of Trustees  
Austin Community College  
5930 Middle Fiskville Road  
Austin, Texas 78752

Dr. Barbara Mink, Chair, Board of Trustees  
Austin Independent School District  
1111 West 6<sup>th</sup> Street  
Austin, Texas 78703

Clarke Heidrick, Chair  
Travis County Healthcare District  
314 West 11<sup>th</sup> Street, #520  
Austin, Texas 78701

HONORABLE MEMBERS OF THE ABOVE GOVERNING BODIES:

The City of Austin is proposing the creation of a tax increment financing reinvestment zone for the Seaholm Redevelopment Project ("the TIF Zone"). On August 28, 2008, the Austin City Council adopted a resolution approving the City's preliminary project and financing plan for the TIF Zone and authorizing the City Manager to distribute to all taxing units the City's notice of intent to create the TIF Zone. A copy of the approved plan accompanies this letter.

The purpose of this letter is to provide you with a copy of the City's preliminary project and financing plan, which is enclosed with this letter, and to officially notify you of the City's: (1) intent to create the TIF Zone, and (2) plan to hold a public hearing on the creation of the TIF Zone, pursuant to Texas Tax Code Chapter 311, the Tax Increment Financing Act (the "Act").

The area within the proposed TIF Zone comprises approximately 7.1 acres in total, including right-of-way and parkland owned by the City of Austin. The area will be benefited by the rehabilitation of the historic Seaholm Power Plant, the construction of two north-to-south roadways connecting Cesar Chavez Street and Third Street, the construction of a public plaza, and the construction of an office building and hotel/condominium tower. It is estimated that this redevelopment will add significantly to all jurisdictions' tax base, thereby benefiting all taxing units.

The City has determined that it can finance the Seaholm Redevelopment Project without financial participation in the TIF Zone from AISD, Travis County, Austin Community College, or the Travis County Healthcare District.



However, there are several actions we are requesting of the taxing jurisdictions, which are summarized in the table below. Please notify us of your jurisdiction's decision regarding the following matters.

<b><u>City Request</u></b>	<b><u>Taxing Jurisdictions Affected</u></b>
Take formal action to waive the 60-day notice requirement for holding a public hearing on the creation of the TIF Zone, to allow the hearing to be held on October 16, 2008.	All Jurisdictions
Agree to a joint formal presentation on the TIF Zone	All Jurisdictions
Designate in writing a representative for your jurisdiction (either staff or elected official) by September 20, 2008 to meet with City staff on any questions related to the TIF Zone.	All jurisdictions
Notify the City if you intend to appoint a representative to the board of directors of the TIF Zone.	All jurisdictions

The City has determined that the best method to accomplish financing the project is through the creation of a TIF Zone. To that end, the preliminary project and financing plan includes the following elements:

- List of estimated project costs of the TIF Zone
- Discussion of the economic feasibility study for the Seaholm Redevelopment Project
- The current appraised value of taxable real property in the TIF Zone
- Map of the TIF Zone boundaries
- Renderings of the Seaholm Redevelopment Project
- Seaholm Tax Revenue Schedule

There may be some changes to the project and financing plan as the City continues to refine its analysis, and these changes will be incorporated into the final project and financing plan that the Council and the TIF Zone board expect to approve later this year.

Again, please note that the City of Austin requests that all taxing jurisdictions take formal action to agree to waive the requirement set forth in Section 311.003(e) of the Act, that not later than the 60th day before the date of the public hearing, the City notify each taxing unit that levies real property taxes in the proposed TIF Zone that the City intends to establish the TIF Zone. Waiver of this 60-day notice requirement will allow the City to expedite the public hearing and the other steps required to form the TIF Zone.

If all jurisdictions agree to waive this 60-day advance notice requirement, a public hearing to receive public comment on the creation of the proposed TIF Zone and its benefits to the City and other taxing jurisdictions in the proposed TIF Zone, will be held at 6:00 p.m. on either October 16, 2008, or October 23, 2008, at the Austin City Hall, 301 West 2<sup>nd</sup> Street, Austin, Texas.

If the 60-day notice requirement is not waived, the public hearing will be held on November 6, 2008.

The City further requests that you designate within 15 days after the date of this letter (by September 18, 2008), a representative to meet with City staff to discuss any questions your jurisdiction may have regarding the TIF Zone project and financing plan. This person may be a staff member or an elected official.

In addition to the public hearing, the City is also required to provide formal presentations on the TIF Zone to the taxing jurisdictions. However, the presentations may be accomplished at one joint meeting if agreed to by all taxing jurisdictions. Please note that there is no requirement for a quorum of either governing body at the joint presentation. If the joint presentation approach is acceptable to all taxing jurisdictions, City staff will work with the governing bodies to schedule the most convenient time and place for the joint presentation.

Upon designating your representative, please advise the City in writing of his/her name and title. Please also send a certified copy of the action taken by your governing board waiving the 60-day notification requirement described above. Please forward this information to:

Rodney Gonzales  
Acting Director  
Economic Growth and Redevelopment Services Office  
City of Austin  
301 W. 2<sup>nd</sup> Street, Suite 2030  
Austin, Texas 78701  
rodney.gonzales @ci.austin.tx.us

Finally, as a taxing unit, you also have the right to appoint a member to the TIF Zone's board, once the board has been established by the City Council. If possible, the City would also like to know as soon as possible whether your taxing unit intends to appoint a TIF Zone board member, or will waive its right to an appointment.

Thank you for your assistance in this matter. If you need more information or have questions, please contact Rodney Gonzales at 974-2313 or Jeff Knodel at 974-2589.

Copy: Marc Ott, City Manager  
Leslie Browder, Chief Financial Officer  
David Lloyd, Senior Attorney

Sue Edwards, Assistant City Manager  
Jeff Knodel, Deputy Chief Financial Officer

Enclosure:  
TIF Zone No. 18 Preliminary Project Plan and Reinvestment Zone Financing Plan and Exhibits

**City of Austin  
Seaholm Redevelopment Project  
Tax Increment Financing Reinvestment Zone No. 18**

**Preliminary  
Project Plan and Reinvestment Zone Financing Plan**

**August 2008**

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## Exhibits

Exhibit 1	Map - TIF Boundaries
Exhibit 2	Renderings – Seaholm Redevelopment Project
Exhibit 3	Seaholm District Master Plan
Exhibit 4	Seaholm Tax Revenue Schedule

## I. Executive Summary

The City of Austin is proposing to create Tax Increment Financing Reinvestment Zone No. 18 (the “TIF”) to finance the construction of public improvements for the Seaholm Redevelopment Project (the “Project”). The proposed boundaries are located within the area bounded on the west by the planned Seaholm Drive from Third Street south to Cesar Chavez Street; on the south by Cesar Chavez Street from the planned West Avenue east to Seaholm Drive; on the east by West Avenue from Cesar Chavez Street north to Third Street; and on the north by Third Street between Seaholm Drive and West Avenue. Exhibit 1 depicts the boundaries for the TIF.

In accordance with State law, this preliminary project plan and financing plan has been prepared to describe the Project and associated financing using dedicated tax increment revenue from the City of Austin as the sole taxing unit participating in the TIF.

The Seaholm Power Plant is a circa 1950 Art Deco industrial building, designed by the renowned national engineering firm, Burns and McDonnell. The name Seaholm pays homage to Walter Seaholm, Austin’s fourth City Manager and a former utility director. Seaholm served for many years as Austin’s primary electrical generation facility and stopped generating power in 1989. In 1996, the Austin City Council authorized the environmental remediation of the Seaholm Power Plant with a view to its eventual adaptive reuse as “a unique and exceptional cultural facility in Downtown Austin.” In 1997, the Seaholm Reuse Planning Committee, made up of interested community representatives, led a public polling process to determine the best use or uses for the power plant structures. The Committee’s 1998 report recommended preserving the facility for a multi-use public attraction developed through a public-private partnership. A master plan for the district was also recommended to address issues of parking transit, and pedestrian and bicycle linkages. In the summer of 2000, ROMA Design Group was commissioned by the City to prepare a Seaholm District Master Plan. The purpose of the master plan was to establish an appropriate context for the redevelopment and reuse of the Seaholm Power Plant site as a successful mixed-use public attraction.

On August 27, 2004, the City issued a request for qualifications for an entity to redevelop the Seaholm Power Plant site. On April 28, 2005, Seaholm Power Development, LLC (SPD) was selected by the City Council from a pool of respondents as the master developer. On November 14, 2005, the City and SPD entered into an exclusive negotiating agreement. On April 10, 2008, the City Council authorized the negotiation and execution of a master development agreement (MDA) with SPD. The MDA was executed on June 17, 2008.

The purpose of the Project, which is to be partially financed through the TIF, is to provide for the redevelopment of the historically significant Seaholm Power Plant and its immediate grounds. The site impairs the City’s growth because of deteriorating structures, inadequate street layout, and unsafe conditions.

In addition to rehabilitation for the historic power plant, the Project will relocate utilities, provide for new street infrastructure to connect Cesar Chavez Street and Third Street, and provide for the development of an office building and hotel/condo tower. The new street infrastructure will

provide access to the office building and hotel/condo tower thereby supporting the economic viability for the Project.

To finance the public infrastructure and power plant rehabilitation components of the Project, the City intends to form the TIF in accordance with State law. In a tax increment reinvestment zone, one or more political subdivisions contribute up to 100% of the property tax on the increase in value of real property in the district (tax increment) as generated. Under the terms of the TIF, the City of Austin will contribute 100% of its property tax and sales tax increment. Tax increment revenues so generated may be expended only for purposes described in the project and financing plan for the TIF. The public infrastructure and power plant rehabilitation components of the Project will be primarily funded by the issuance of debt that will be repaid from the tax increment revenues, both property taxes and sales taxes, collected during the 30-year duration of the TIF.

## **II. Project Plan**

### **A. Introduction**

This section describes the project plan for the TIF and the Project, in the City of Austin, Texas, as required by Chapter 311 of the Texas Tax Code. The purpose of the TIF is to finance the construction of public improvements at the Project site.

The City of Austin will be solely responsible for managing the MDA for the Project, and administering the TIF, which is located on the Southwestern edge of the downtown area of Austin, Texas. It is anticipated that the investment in private development will benefit the City financially and will also benefit Austin citizens through the creation of jobs and recreational amenities.

The Project represents a very important opportunity for the City to redevelop publicly-owned land and will spur economic development within the Southwest quadrant of downtown. Recently, several residential development projects have been located in Southwest Downtown. Development within the Reinvestment Zone area has lagged in comparison to Southwest Downtown and other sections of the City. The Project will:

- Enhance and contribute to Downtown Austin and the Seaholm District
- Complement and enhance Lady Bird Lake, Shoal Creek and Sand Beach Reserve
- Incorporate sustainability, green building and alternative energy
- Provide a positive economic and financial impact to the City
- Enable the development of a central rail transit hub

Once complete, the Project site will feature a mix of uses, including retail shops, condominiums, a boutique hotel, office space, special event space, and an outdoor terrace that overlooks Lady Bird Lake.

#### Seaholm Power Plant

The centerpiece of the Project is the historic preservation of the Seaholm Power Plant. The building is a 136,000 square foot iconic structure that has more than 110,000 square feet of useable floor space. The building features a turbine hall that measures 110 by 235 feet with a ceiling that is 65 feet high. Once renovated, the building will house an event center, office, retail, and restaurant uses. Part of the renovation includes creating a dynamic entrance on the west end of the building.

#### Street Infrastructure

The Project's street infrastructure will create a link between Cesar Chavez Street and Third Street. New street infrastructure includes the construction of Seaholm Drive to the west of the Project site and West Avenue to the east of the Project site. Seaholm Drive will lead to the drop off area for the entry point into the power plant building and will serve as an entry to the below grade garage that will serve the Project from below the plaza. Additionally, Seaholm Drive will connect the City-owned parking garage to the Project site. West Avenue is to the east of the Project site and will also connect Cesar Chavez and Third Street. West Avenue will intersect with the planned 2<sup>nd</sup> Street extension, connecting both the new Central Library and future redevelopment on the Green Water Treatment Plant site. With the connection to 2<sup>nd</sup> Street, the

Project will be the west anchor for residential and retail development occurring within the 2<sup>nd</sup> Street area.

#### Plaza

Aside from providing enhanced streetscapes, the Project will provide open space for pedestrians traversing the Seaholm District. An inner plaza will be at the center of the Project and is designed for events, retail, and restaurant activity. The plaza will link the renovated Seaholm Power Plant to the office building and hotel/condo tower. The pedestrian-friendly plaza will provide connections from the Green Water Treatment Plant redevelopment and new Central Library to the proposed Seaholm Intermodal Station located just west of the Project.

With its parkland enhancement and anticipated economic development stimulus, the Project will promote tourism by convention center visitors and other visitors. The Project will incorporate a portion of the Lance Armstrong Bikeway and connections to the planned Pfluger Bridge Extension and Bowie Street Underpass. There is a possibility to have a stop for the proposed Downtown Circulator at the plaza near West Avenue and Third Street.

#### **B. Adopted Zoning Ordinance, Use and Site Development Regulations, and Conditional Overlay, and Plans of the Municipality**

All project construction is anticipated to adhere to existing design and building criteria and regulations. Currently, there are no proposed changes to City ordinances, master plans or building codes. On January 10, 2008, City Council approved Ordinance No. 20080110-075 rezoning the property, and establishing use and site development regulations for the Project site.

The zoning ordinance rezoned the site from Public (P) district and unzoned (UNZ) to Downtown Mixed Use-Central Urban Redevelopment District-Conditional Overlay (DMU-CURE-CO) combining district. The Zoning Case No. C14-2007-0164 file is available at the City's Neighborhood Planning and Zoning Department regarding the rezoning.

Generally, use and site development regulations were modified as follows:

- The maximum height is 393 feet from ground level for the proposed hotel/condo tower lot
- Outdoor entertainment is a permitted use of the property
- Public right-of-way is allowed to be used for off-street loading and trash collection

The conditional overlay adds the following conditions:

- A cocktail lounge is a permitted use for a maximum gross floor area of 9,000 square feet
- A convenience storage is a permitted use for a maximum gross floor area of 25,000 square feet

#### **C. Seaholm District Master Plan**

In June 2000 ROMA Design Group was commissioned by the City to prepare the Seaholm District Master Plan, generally bounded by 5<sup>th</sup> Street on the north, San Antonio Street on the east, Lady Bird Lake on the south and Lamar Boulevard on the west. The purpose of the master plan is to establish an appropriate context for the redevelopment and reuse of Seaholm as a successful mixed-use public attraction.



Key goals of the master plan are:

- Preserve and reuse the historic structures on the site and in the surrounding district
- Ensure adequate parking for the future major public attraction that can be developed in close proximity to the facility
- Preserve and enhance the open space character of the Sand Beach Reserve
- Achieve an appropriate balance between pedestrian, transit, bicycle and automobile transportation, recognizing that the district is an important hub of pedestrian, bicycle and transit systems entering into the downtown area
- Explore the potential for redevelopment of public and privately owned properties in the district

**D. List of Estimated Non-Project Costs**

The City anticipates constructing a City-owned parking garage outside, but in the immediate vicinity, of the boundaries of the TIF. Surplus revenues from the parking garage will be contributed to the Project.

**E. Statement of Method of Relocating Persons to be Displaced as a Result of Implementing the Project**

No persons will be displaced as a result of the construction or implementation of the Project.

### III. Reinvestment Zone Financing Plan

The City of Austin will contribute 100% of its tax increment, both property tax and sales tax, to the TIF. This section describes the financing plan for the TIF and the Project.

#### A. List of Estimated Project Costs of the Zone

The total estimated development cost of the Project is \$113.4 million (in July 2008 dollars). The Project will include an office building, hotel/condo tower, plaza, terrace, rehabilitation of the Seaholm Power Plant, and construction of two roadways running north to south on the east and west side of the Seaholm Power Plant site.

The following table itemizes the estimated Project and non-Project costs (in millions). The Project is expected to incur bond financing costs but these costs have not been included in the list below.

**Table 1: Project and Non-Project Costs (in millions)**

Project Costs					
Office Building	14.8				\$ 14.8
Hotel/Condo	63.0				63.0
Power Plant Rehabilitation	19.1	4.5			23.6
Plaza	1.7	2.1			3.8
Street Work		1.5		2.7	4.2
Utility Relocations			4.0		4.0
<b>Totals</b>	<b>\$ 98.6</b>	<b>\$ 8.1</b>	<b>\$ 4.0</b>	<b>\$ 2.7</b>	<b>\$ 113.4</b>

Non-Project Costs	
<b>City-Owned Parking Garage (Anticipated to be funded by revenue bonds)</b>	<b>\$3.8</b>

#### B. Statement Listing the Kind, Number, and Location of All Proposed Public Works or Public Improvements in the Zone

The proposed public infrastructure for the Project is located throughout the TIF zone and is shown in Exhibit 2.

#### C. Economic Feasibility Study

In April 2008, the City Council approved the negotiation and execution of the MDA with Seaholm Power Development, LLC for the redevelopment of the Seaholm Power Plant. In developing the MDA, the City contracted with Economic and Planning Systems, Inc., to conduct a financial feasibility assessment of the Project and to analyze pro forma financial statements for the Project. The Seaholm Tax Revenue Schedule is attached as Exhibit 4 and indicates the TIF build out, property tax revenue, and sales tax revenue from the Project.

Table 2 below reflects all revenues and expenses for the City of Austin, including the City-owned parking garage, which as indicated previously, will have surplus revenues used to supplement TIF revenues. The financial feasibility assessment indicates that revenues from the Project and the City-owned parking garage will be sufficient to pay for expenses.

**Table 2: Financial Feasibility (in millions)**

	<b>Subtotal</b>	<b>Total</b>
<b>Estimated Revenues (Net Present Value, August 2008)</b>		
Property Taxes (30 Years @ 100%)	\$ 6.3	
Sales Taxes (30 Years @ 100%)	2.4	
Parking Gross Revenues (30 Years @ 100%)	7.1	
1/4 Cent Capital Improvement Project (CIP) Funding	2.7	
Water Utility CIP	.5	
Electric Utility CIP	.4	
<b>Total Estimated Revenues</b>		<b>\$ 19.4</b>
<b>Less: Estimated Expenses</b>		
Power Plant Rehabilitation	- 4.5	
Plaza	- 2.1	
Street Work	- 4.2	
Utility Relocations	- 4.0	
City-Owned Parking Garage	- 3.8	
<b>Total Estimated Expenses</b>		<b>- 18.6</b>
<b>Difference</b>		<b>\$ 0.8</b>

CIP funding from the 1/4 cent program, water utility, and electric utility is allocated toward utility extensions and a portion of the street improvements for the Project.

**D. Estimated Amount of Bonded Indebtedness**

The estimated amount of bonded indebtedness to be incurred by the TIF is \$8.1 million.

**E. Time When Monetary Obligations are to be Incurred**

Monetary obligations are to begin in the late summer of 2009, beginning with the development of the plaza area.

**F. Description of the Method of Financing of All Estimated Project Costs and the Expected Sources of Revenue to Finance or Pay Project Costs Including the Percentage of Tax Increment to Be Derived from the Property Taxes of Each Taxing Unit that Levies Taxes of Real Property in the Zone**

Description of the Methods of Financing

The City of Austin is allowed, under the provisions of Section 311.015 of the Tax Increment Financing Act, to issue tax-exempt bonds or notes, the proceeds of which may be used to provide for project related costs. The City possesses the authority under Texas law to issue certificates of obligation to finance public improvements such as those described in the project plan. The City

will issue debt under its own authority to finance the City's portion of the power plant rehabilitation, street improvements, and the development of the plaza area as outlined in the MDA with Seaholm Power Development, LLC. When the City issues certificates of obligation to fund Project costs described in this project plan, revenues deposited to the credit of the TIF will be made available to the City for the purpose of paying debt service on the certificates of obligation.

#### Sources of Tax Increment Revenue

The tax increment revenues necessary to pay the Project costs are expected to come from two sources and are shown in Exhibit 4, Seaholm Tax Revenue Schedule. Revenue will come from the incremental growth in property tax revenue due to new commercial and residential investment in the area adding taxable value to property in the TIF. The City of Austin is currently the only taxing entity in the appraisal jurisdiction participating in the TIF. The financing plan is based on the City of Austin contributing 100% of their collected incremental property tax revenue to the TIF. The tax rate for the City of Austin for Fiscal Year 2008 is \$0.4034 per \$100 of valuation.

Tax increment revenues are also anticipated from the increase in sales taxes generated in the TIF from the development of retail businesses in the area. The current sales tax rate in the City is 8 1/4% of which 1% is the City's portion. It is this 1% in sales tax receipts from retail sales in the TIF that is the second source of increment revenue. Current sales tax receipts in the TIF are \$0.

#### **G. The Current Appraised Value of Taxable Real Property in the Zone**

The current appraised value for the TIF is \$0 because in 2008, the base year for the TIF, the property included in the TIF is City owned and is considered tax-exempt. The City intends to sell and lease the land bounded by the TIF to Seaholm Power Development, LLC as agreed to in the MDA, thereby making the real property taxable.

#### **H. The Estimated Captured Value of the TIF During Each Year of its Existence**

The estimated captured appraised value of the TIF is shown in the Seaholm Tax Revenue Schedule, Exhibit 4.

#### **I. Duration of the Zone**

The proposed duration of the TIF is 30 years. The proposed first year of the TIF begins January 1, 2008 with the TIF base valuation dated January 1, 2008. January 1, 2008 will be the first date for which the TIF captured appraisal value will be recorded. No sales taxes have been assessed or levied as of the date of the TIF creation. Fiscal year 2009 will be the first year the associated tax increment will be paid into the TIF. The TIF will terminate September 30, 2038, or the date the project has been fully implemented and all Project costs of the TIF, including any debt or interest on that debt, issued by the City in accordance with the financing plan have been paid or otherwise satisfied in full.

Exhibit 1  
Map – TIF Boundaries

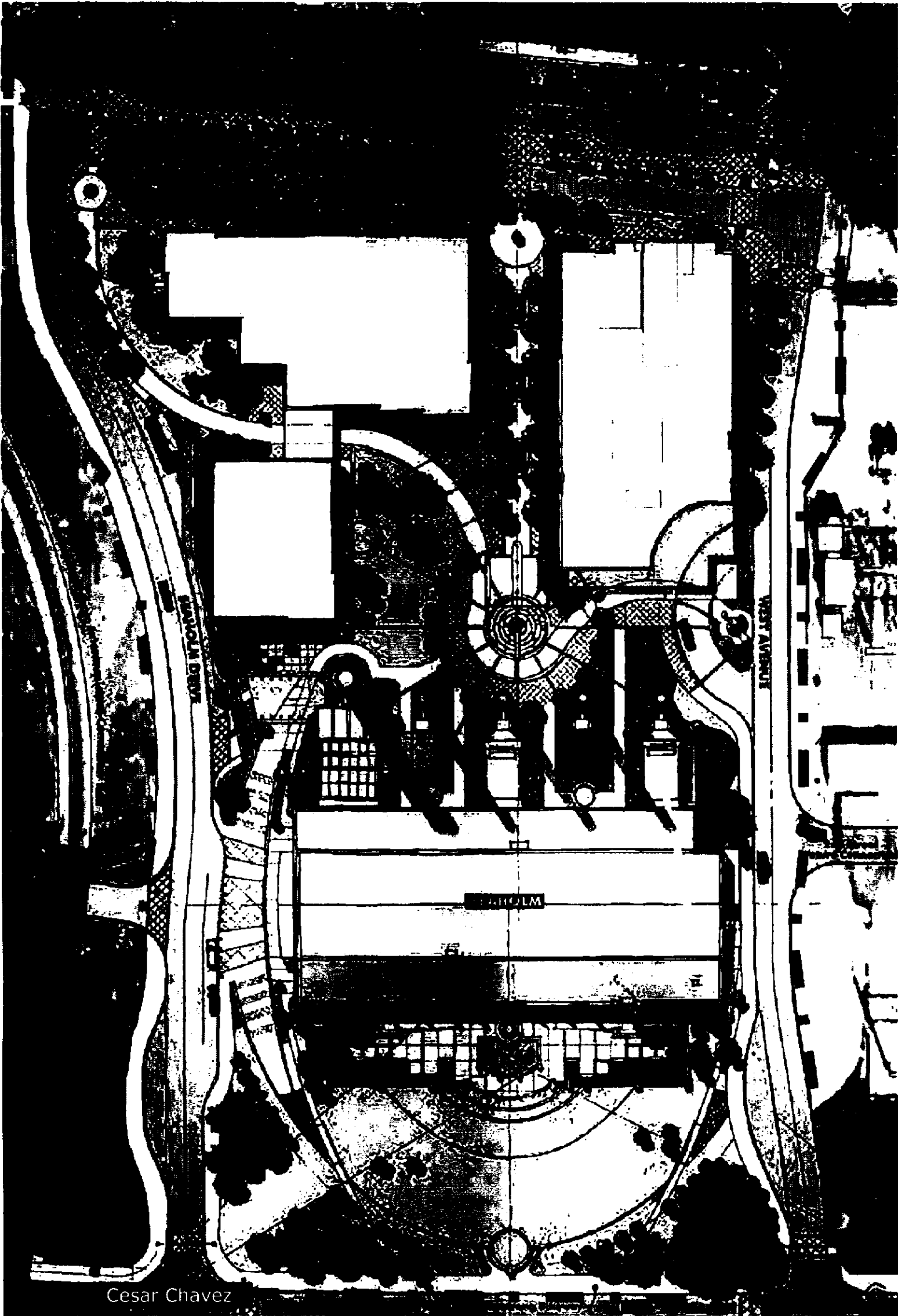
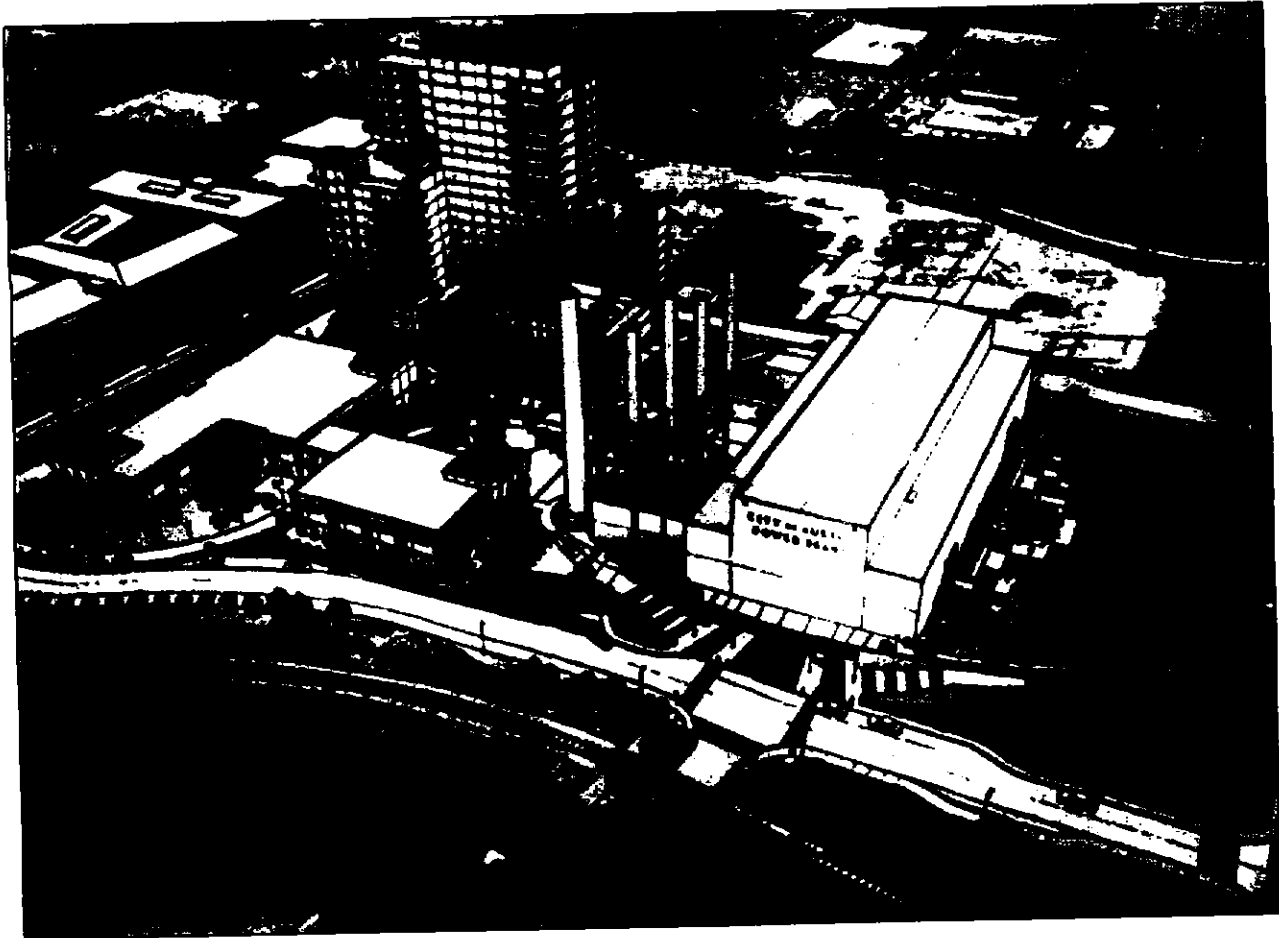
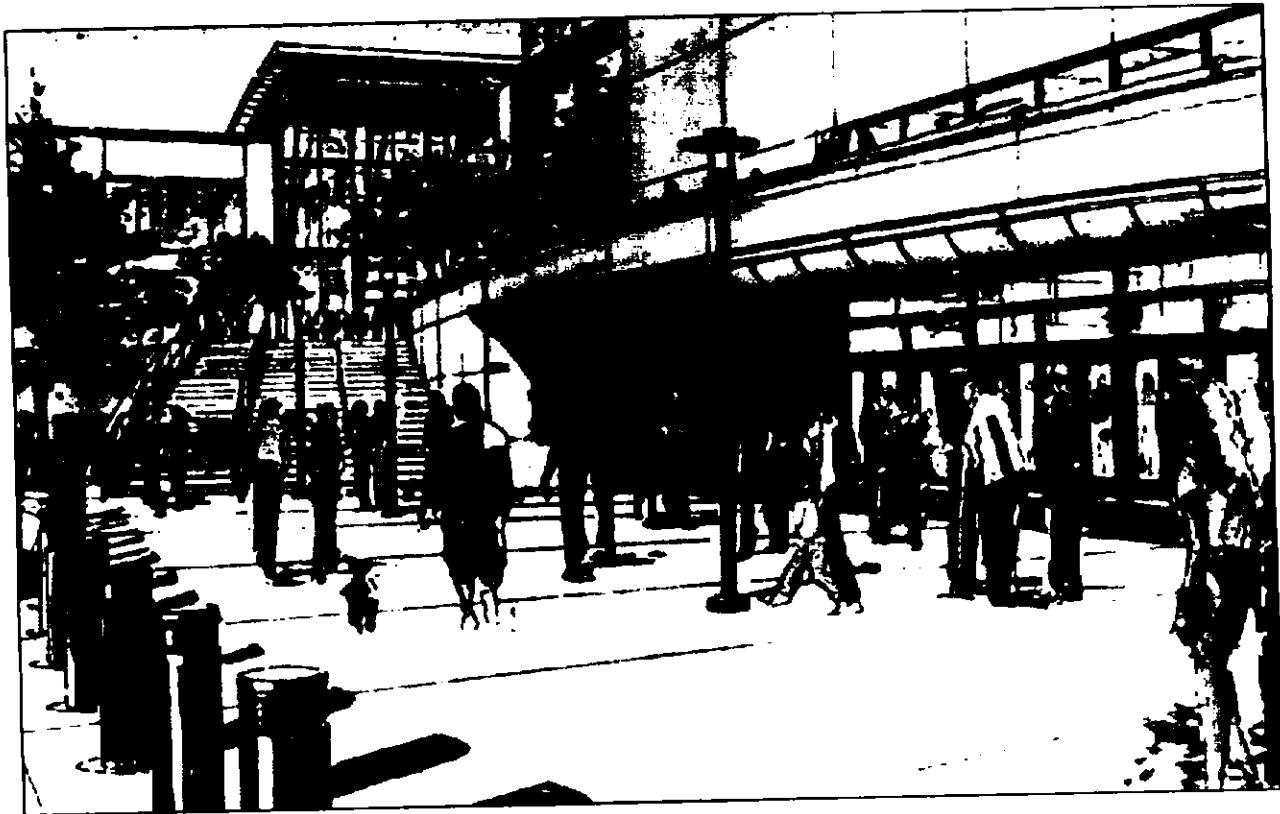


Exhibit 2  
Architectural Renderings – Seaholm Redevelopment Project

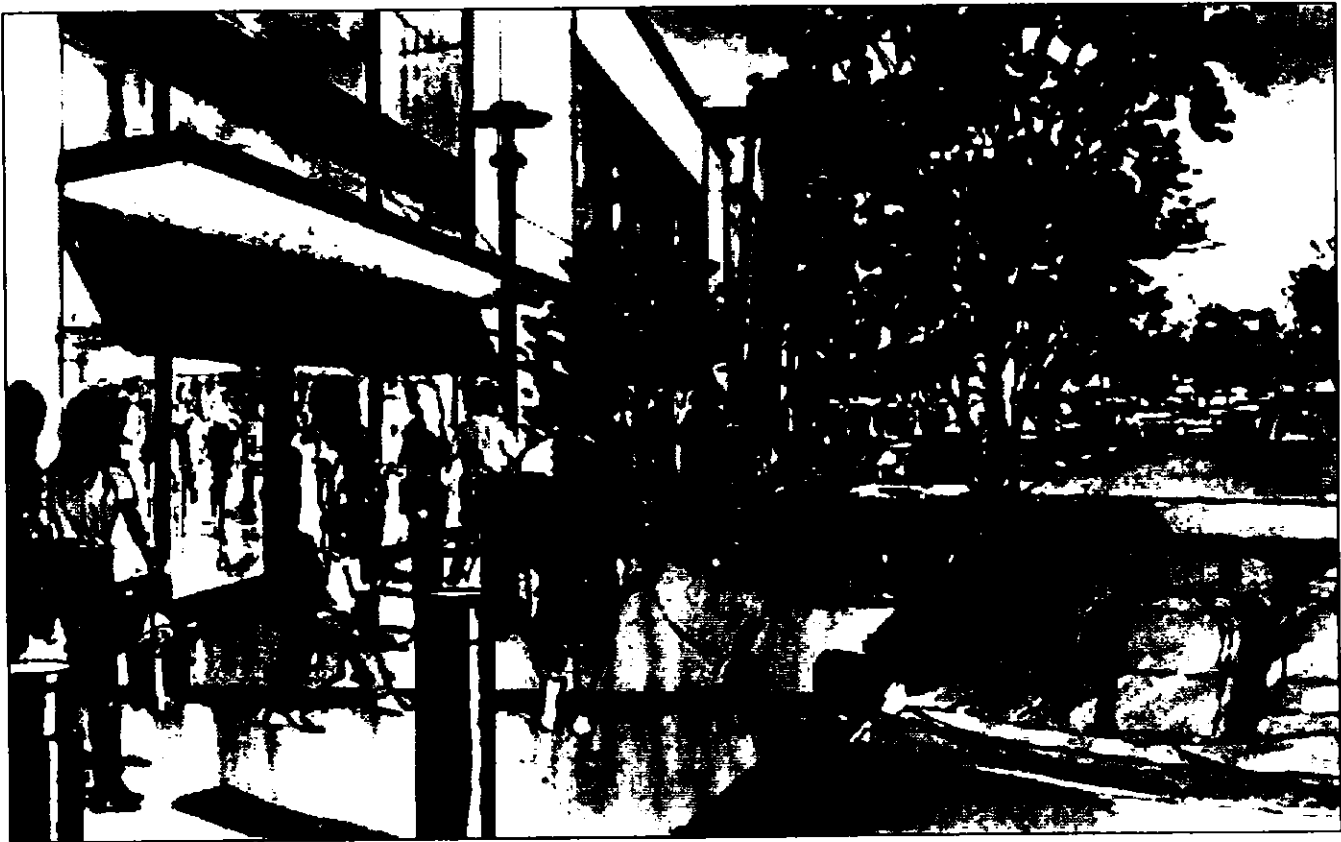


*Overall Project Aerial*



*Lower Entry to Power Plant Building*

Exhibit 2  
(continued)  
Architectural Renderings – Seaholm Redevelopment Project



*Streetscape Improvements*



*Plaza*

## Exhibit 3 Seaholm District Master Plan

[see Internet link below]

<http://www.ci.austin.tx.us/planning/seaholmdraft.htm>



[illegible]

## Travis County Commissioners Court Agenda Request

Please consider the following item for: **Tuesday, October 7, 2008**

### **Discuss and take appropriate action on proposed Scope of Services for the Travis County Central Campus Study Needs Analysis and Master Plan and related issues**

I. A. Request made by: Christian Smith Phone 854-9465

C. Approved by: \_\_\_\_\_  
Signature of Commissioner or County Judge

II. A. All backup material needs to be attached to the Agenda and 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 or be involved with the request and send a copy of this Agenda Request and backup to them:

Judge John Dietz	Judge Eric Shepperd	Judge Bob Perkins
Judge Wilford Flowers	Sheriff Greg Hamilton	Judge Guy Herman
Judge Herb Evans	District Attorney Ronnie Earle	County Clerk Dana Debeauvoir
County Attorney David Escamilla		District Clerk Amalia Rodriguez-Mendoza
Treasurer Ortega-Carter		Tax Assessor Collector Nelda Wells Spears

Peg Liedtke	Debra Hale	Caryl Colburn	Dr. Geraldine Nagy
Cecelia Burke	Bruce Elfant	Steven Broberg	Susan Spataro
Cyd Grimes	Joe Gieselman	Roger Jefferies	Rodney Rhoades
Alicia Perez	Linda Moore Smith	Roger El Khoury	Joe Harlow
Walter Lagrone	Sherri Fleming		

III. BUDGET OR PERSONNEL REQUESTS. Please check if applicable:

\_\_\_\_\_ Additional funding for any department or for any purpose  
\_\_\_\_\_ Transfer of existing funds within or between any budget  
\_\_\_\_\_ A change in your department's personnel (reclassifications, etc.)

Please coordinate through the County Planning and Budget Office (473-9106) or the Human Resources Department BEFORE submitting any agenda item that involves any budget or personnel issue.

AGENDA REQUEST DEADLINES

08 OCT 08 11:22 AM  
COUNTY CLERK'S OFFICE  
RECEIVED



## Special Assistant to the Commissioners Court

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

October 1, 2008

**To: Members of the Commissioners Court**

**Re: Scope of Services for the Downtown Needs Assessment and Master Plan**

Enclosed is the Scope of Services for a consultant to help us complete the Downtown Needs Assessment and Master Plan. This Scope of Services has been reviewed by Judge Dietz and contains his input along with the members of the Commissioners Court's Sub-Committee. It also includes the technical expertise from staff in Facilities Management, PBO, and ITS. It is now ready for your review and approval at your meeting on October 7.

This Scope of Services has incorporated the organizational leadership changes that you approved yesterday. It has removed some cumbersome language that referenced internal conflict resolution among officials, now that you have established a single point of leadership. It has divided the project into two parts in accordance with your prior actions and approval. The first part is the Needs Assessment and the second part is the Facilities Master Plan. The Scope of Services indicates that we intend to hire a consultant who is the most highly qualified to complete both the Needs Assessment and the Facilities Master Plan. However, the award of the second part of this study will be dependent upon the consultant's successful performance on the Needs Assessment.

I am also enclosing a one-page summary of the basic structure of the study and the types of generic questions we expect to have answered. During the time that Purchasing is coordinating the RFQ process to solicit, evaluate and choose a consultant, we will be harnessing the analytic resources of the PBO analysts for data gathering and staff analyses with each department. This will allow the consultant to hit the ground running this spring with a Needs Assessment completed in summer, 2009. I will provide you with a schedule for this effort under separate cover this week.

Those copied below worked on the technical aspects of this effort. I am also sending a copy of the agenda back-up to the heads of thirty officials who lead departments located downtown affected by this study so they are fully informed. I urge you to read the Scope of Services in its entirety before October 7 as it establishes the basic foundation for what we all anticipate will be a very important body of work for the future.

A handwritten signature in black ink, reading "Christian R. Smith", is positioned above the typed name.

**Christian R. Smith**  
**Special Assistant to the Commissioners Court**

<b>CC: Alicia Perez</b>	<b>Belinda Powell</b>	<b>Judge John Dietz</b>
<b>Judge Eric Shepperd</b>	<b>Rodney Rhoades</b>	<b>Roger El Khoury</b>
<b>Joe Harlow</b>	<b>Walter Lagrone</b>	<b>Leslie Stricklan</b>
		<b>PBO</b>

## ATTACHMENT A TASKS AND ROLES FOR CENTRAL CAMPUS MASTER PLAN

### PHASE 1: NEEDS ASSESSMENT

**Project Executive:** C. Smith, Special Assistant to the Commissioners Court

**Project Manager:** B. Powell, Strategic Planning Mgr. & Capital Planning Coordinator

#### **General Questions Addressed**

- What operations and staff do we need?
- Where do we need them?
- How do operations, staffing, technology & location interrelate?
- How much space do we need?
- How much parking do we need, public and employee?
- What transportation issues need to be addressed

**Operational & Staffing Projections, Technology, Location, Parking, Transportation and Adjacency Needs:** 5, 10, 15 and 25 years.

#### **Sample Questions Addressed**

- Who must/should be at the Downtown Campus? Who could/should be elsewhere? Who is flexible and could operate anywhere?
- How does location impact operations & staffing?
- What departments need to be together in the same building within the same campus? What departments or functions should be in the same building as the District Courts? As the Commissioners Court?
- How do location and adjacency choices impact operations and staffing?
- Are there ways in which courtrooms can be more efficiently utilized and what are the implications?
- How does technology impact operations, staffing and location?
- What are the projected high and low departmental space needs?
- What is the projected high and low parking need, divided by public and staff?

### PHASE 2: MASTER PLAN

Project Executive and Project Manager to be determined

#### **General Questions Addressed**

- How do we get what we need and where to meet the Needs Assessment?
- How do site, facility and parking alternatives interrelate?

**Reuse and Renovation of Existing Facilities and New Facility Alternatives:** 5, 10, 15 and 25 years.

#### **Sample Questions Addressed**

- How is this space need impacted by facility alternatives?
- How do City zoning and County policy alternatives impact parking needs?
- What are the opportunities for partnering with other public or private groups for parking development?
- What is the value of existing owned facilities, remaining useful life, and potential re-use? What is highest and best use of currently owned properties— renovate existing or redevelop new?
- What is maximum or desirable development capacity of existing property?
- How much new land do we need where?
- How do security alternatives impact operations and staffing?
- What are the alternatives for renovating existing buildings and constructing new buildings and parking facilities?
- What are costs and schedule implications for the alternatives?

**September 30, 2008**

**SCOPE OF SERVICES  
TRAVIS COUNTY CENTRAL CAMPUS STUDY  
FOR A  
NEEDS ANALYSIS AND MASTER PLAN**

**1 OVERVIEW**

The Travis County Commissioners Court, (the County) seeks Qualification Statements from interested firms and/or teams to provide services for the Needs Analysis and Master Plan ("Study") for the Travis County Central Campus. This comprehensive Study will create an integrated framework for making coordinated decisions about facility needs and development options.

The County wishes to take a comprehensive approach toward locating any potential building programs in their central campus which is in downtown Austin, Texas. Therefore, this Study considers all of the functions currently located in the downtown central campus with an eye toward developing a long-range utilization plan and master plan for existing and new county facilities. The County seeks to develop a central campus which is appropriate for the historic significance of this location, with high quality facilities that are functional, economical and sustainable, and which symbolize democracy, justice and community pride.

**Overall Study Context**

Austin, Texas is the County Seat of Travis County and the largest municipality in the county. It is also the Capital of the State of Texas. Travis County is the home of the University of Texas at Austin, as well as St. Edwards University, Huston Tillotson University and Concordia University. According to the City of Austin Demographer, the population of Travis County is approximately 979,000 and has a projected net average growth rate of approximately 30,000 people per year. The Fiscal Year 2009 operating budget for Travis County government includes funding for 4,644 full-time equivalent/employees (FTE). The basic economy for Travis County is government, education, technology and the creative arts, attracting people and businesses from around the world. The Travis County Commissioners Court serves as the chief legislative and governing body of Travis County government. The Commissioners Court is comprised of five members: four Commissioners elected from designated precincts and the County Judge, who is elected at large.

**Overall Study Design**

The Study is divided into two phases. The first phase is a "Statement of Need" while the second phase is an "Execution Plan" for meeting those needs. The County will contract with a consultant to complete Phase One, and reserves the right to award Phase Two to the same consultant depending upon the consultant's performance.

**2 PROJECT BACKGROUND**

**Introduction**

The Study will result in a comprehensive statement of long term operational, programmatic and

space needs in Phase One, and establish a strategic facilities master plan to develop the necessary facilities supporting the civil and criminal justice system and certain general government functions well into the future in Phase Two. The long-range planning horizon for the Study is 2035. Attachment A to this scope of work statement summarizes sample questions that the Commissioners Court expects to be addressed by the Study.

### **Urban Context**

The County Central Campus is significantly located on the northwest corner of the Austin downtown core, within walking distance of the State Capitol and focused around the historic Heman Marion Sweatt Travis County Courthouse. Primary urban design factors for this County Central Campus include:

- Response to Wooldridge Park, the first park in Austin, dedicated in 1909 and one of the four town squares designated in the original 1839 town plan, known as the Waller Plan.
- Recognition of the Capitol of the State of Texas, the influence of which is specifically regulated through State and City Capitol View Corridors and Capitol Dominance Zone height regulations.
- Sensitivity to historic buildings and neighborhoods, besides the Heman Marion Sweatt Travis County Courthouse which is protected by State Law, including the Governors mansion to the east, the Austin History Center (former Carnegie Library), and numerous historic residences, both individually registered as well as those contributing to potential historic districts.
- Conformance with the City of Austin development guidelines and regulations, including the Downtown Austin Plan (currently in development), Urban Design Guidelines (partially codified by the City) and the existing city zoning ordinance development regulations. Of particular interest is the potential for and implications of the incorporation of any private commercial and retail uses in the County Central Campus.

Attachment B is a summary table of the current County-owned facilities located within the Central Campus and Attachment C is a map showing specific facility locations. Attachment D is a description of the Scope of Work expected to be completed in Phase Two.

### **County Internal Stakeholders**

The county offices and departments who will be affected by and should be included in the Study, at a minimum are the following:

#### Courts System

District Civil Courts

District Criminal Courts

Civil County Courts-At-Law

Criminal County Courts-At-Law

Probate Courts

Justice of the Peace, Precinct 5

Travis County Sheriff's Office (courts-related functions only)\*

County Clerk (courts-related functions)\*  
District Clerk  
County Attorney (courts-related functions)  
District Attorney  
Civil Court Administration  
Criminal Court Administration  
Adult Probation (Intake, Central Administration, other functions currently located in the downtown)  
Counseling and Education Services (intake and assessment functions only)\*  
Pretrial Services  
Domestic Relations Office  
Parent /Child Public Defender Offices for CPS cases  
Tax Office (court fee collection function only)\*  
Law Library  
Constable, Precinct 5

\*Only those divisions of these departments currently located downtown will be a part of this analysis unless a specific recommendation is made otherwise during the negotiations for the contract for services. In particular, in the case of the Sheriff's Department, only those functions related to courthouse security and court transfer are contemplated under this analysis. Additional work will be needed at a later date to address specific needs related to inmate housing and central booking. This work is not contemplated under the current scope of work.

#### General Government

Commissioners Court Offices and Court Room  
County Attorney (non-courts related functions)  
Treasurer's Office  
Auditor's Office  
Purchasing Office  
Transportation and Natural Resources  
Criminal Justice Planning  
Planning & Budget Office with Cash/Investment Management  
Administrative Operations  
Human Resource Management  
Facilities Management  
Information & Telecommunications Systems  
ITS Data Center  
Records Management  
Health, Human and Veteran's Services Administration (located at Palm Square)

#### Other Departments, Advisory Groups and Committees as necessary

#### **Collaborative Process**

The primary client for this Study is the Travis County Commissioners Court. However, the Commissioners Court expects this Study will be a collaborative process to include all affected departments. The Consultant will be expected to facilitate dialogue and communication among a diverse and divergent group of County officials. The Consultant will be expected to either:(a) build

consensus among such officials; or (b) clearly articulate strategic and policy choices from which the Commissioners Court can choose.

The project will be under the strategic guidance of a Project Executive, the Special Assistant to the Commissioners Court. This executive will oversee the contract on behalf of the Commissioners Court and help to ensure that full stakeholder and technical input is available and utilized. The Project Manager for Phase One will be the Strategic Planning Manager/Capital Planning Coordinator in the Planning and Budget Office. County leadership and a single point of contact for Phase Two will be determined at a later time. The Consultant will work directly with each affected office and department to obtain input and seek approvals of final work products. The Consultant will also participate in public meetings with the Commissioners Court and work with the Project Executive to obtain final approvals of major milestones and all final work-product through the Commissioners Court.

As directed by the County, the Consultant will also collaborate with other consultants under direct contract with the County, such as a real estate broker.

An important aspect of the Study will be collaboration with public agencies at both City and State level, who are external stakeholders for this project. As noted below, the Consultant should also develop recommendations for public input process as part of the project approach.

#### **Areas of Special Inquiry**

These “areas of special inquiry” are being noted to ensure that they are included in the scope of the Study.

- Historic Heman Marion Sweatt Travis County Courthouse

The County wishes to develop a strategy and recommendations for preservation, renovation and restoration of the historic Heman Marion Sweatt Travis County Courthouse as the centerpiece of the Central Campus, through adaptive reuse. This courthouse is the present home of the civil and probate courts and related functions. In accordance with Texas statutory protections of historic courthouses, the Study will focus on high-level issues and strategies for preservation, renovation and restoration of historic building elements and determining what functions are best suited to be located in this special building. Any restoration approach considered should focus on cost effective and reasonable improvements that will revitalize the building, improve functionality and retain the original purpose of housing vital services in support of the County’s justice system. Detailed room-by-room historical fabric inventory and detailed preservation, renovation or restoration plans are not in the scope of this Study, and will be addressed later.

- Courts

The Travis County Judiciary are interested in planning for projects that will respond to the demands on the current justice system to provide safe, secure, sustainable and technologically responsive facilities that support the physical and human aspects of their business. Therefore, the County wishes to create a Strategic Facilities Master Plan that identifies the facilities needed now and into the future to support the Court System currently located in the Central Campus. A comprehensive approach must be taken that analyzes the current configuration of Civil and Criminal Court structures while considering the current location of Juvenile Court proceedings at the Juvenile Justice Campus or “South Campus”



and the remote location of the Travis County Correctional Center (TCCC) in Del Valle. Any analyses of the Court System should consider the challenges facing justice systems today and look to the future when considering what environments offer the best opportunity for the courts to remain adaptable over time. Special note should be taken of recent initiatives undertaken by Travis County through pilot programs and/or grant programs related to judicial defense services for the mentally ill, juveniles, indigent parents, drug court, DWI court, assessment and treatment options, etc. Some of the programs are still in the early stages of development, but their needs and impacts to the overall system should not be overlooked. Of special interest is the consideration for the youngest of those who are touched by the justice system, in many cases, not by their own actions.

- General Government

The Commissioners Court is considering which general government services should remain in the Central Campus along with the Commissioners Court offices and courtroom. The County owns 13 acres of underdeveloped land located on Airport Boulevard (approximately 4 ¼ miles from the Central Campus). This land has been identified by the Commissioners Court as the potential location for various general government functions. As in the case of the courts analysis, each stage of the work performed should consider the implications of locating some or all of the general government offices and departments farther away from the Commissioners Court. The detailed needs analysis for departments which may relocate and the development of recommendations of which departments should remain in the Central Campus and which should relocate elsewhere is included in the scope of this Study. The continuation of more detailed space planning and facility programming for any departments relocating from the Central Campus is outside the scope of this Study.

- ITS Data Center

The Study will analyze the needs for the ITS Data Center, which is currently located in the Central Campus. The study shall identify and analyze business driven tactical and strategic technology needs. The current facility is at space, power distribution, and air-conditioning capacity and faces a critical and immediate need to expand to meet current County official organizational business needs. This study shall address both this immediate expansion need as well as for the needs of the Data Center(s) through 2035. Deliverables developed specifically related to the Data Center should allow the Commissioners Court to make a decision(s) to authorize implementation of a short term solution to address the immediate Data Center issues without waiting for the completion of the entire Study. The County reserves the option to contract separately with network engineering sub-consultants and other members of the Central Campus planning team or other independent contractors to support implementation of the short term solution(s).

### **3 SCOPE OF SERVICES**

The scope of this Study should include all tasks in keeping with trends for best practices that in the Consultant's professional judgment will provide the County with a complete Needs Analysis and Master Plan for the central campus, which the County may then use to define specific projects for design, funding and implementation. The Study scope of work shall include at a minimum the tasks outlined in the following section. The suggested tasks are not intended to limit the Consultant, but to give an overview of what is anticipated. Additionally, it is anticipated that an appropriate process to

secure input from special interests, and specific offices and departments for each phase of the work will be included in the project approach developed by the Consultant. Consultant will suggest an appropriate approach for public input, based on their past success with such projects.

### **Deliverables Summary**

This scope of work generally includes gathering and analyzing data; developing cost estimates, schedules, charts and graphics; initiating, leading, attending and documenting meetings; visiting existing buildings and proposed sites; preparing narrative reports and quantitative analysis; preparing presentation materials; and public presentations of findings. Specific content of each deliverable should be sufficient to clearly document the analysis, explain the evaluation of alternatives and reasons for recommendations. The need for interim deliverables should be addressed in the Consultant's project approach. The Study will create deliverables which address the issues through the 2035 planning horizon.

- Phase One, Needs Assessment (Strategic Planning and Space and Parking Projections) - Suggested planning intervals should not be less than 7 years for the first interval, 5 years for out years, and should consider the State of Texas legislative cycles where appropriate.
- Phase Two Master Plan – Planning intervals should be appropriate for the proposed development(s) and should consider a 4 to 6 year bond cycle to fund major improvements.

The two phases of the work outlined below should include detailed analysis milestone reports and a summary report at the end of each phase. A Final Report will be developed to summarize the findings and final recommendations for the Study.

- **Phase One – Needs Assessment**

This Phase One study is intended to:

- assess the current operations of the various programs and services of each office or department;
- reflect past growth of those programs and services;
- forecast future growth and staffing requirements to support the projected growth in each office or department;
- forecast estimated square footage needed to support operational needs and objectives; and
- forecast appropriate public and employee parking demand.

Additionally, this analysis should discuss the general condition of the current facilities that support the various programs and services. It should also highlight existing facility configurations that might hinder or preclude adopting the operational objectives articulated. The following suggested tasks for this Phase are shown below under “Strategic Planning” and “Space and Parking Projections”.

- **Strategic Planning**

- Develop growth trends and forecast models for programmatic growth and develop an analysis report that recommends the number of judges and support staff needed for the courts to the year 2035. Such models should reflect minimum and maximum growth

projections. This analysis should include the validation and updating of the internal forecast already developed for the District Civil Courts, as well as the development of a forecast for the Probate Court, County Courts-at-Law (both civil and criminal), the District Criminal Courts and the Justice of the Peace Precinct 5. Travis County will provide the historical growth of the other Courts support departments that need to be included in the forecast.

- Develop minimum and maximum staffing forecasts along with program and service growth trends for all general government functions currently located in the central campus. Travis County will provide the historical growth information for the offices and departments and a forecast based in historical pattern for analysis and further development and comment. All forecasts should be developed in a manner that facilitates discussion related to what general government functions will need to remain in close proximity to the Commissioners Court and what functions should be considered for location(s) elsewhere.
- Develop assumptions and statement of need to achieve the operational objectives of the offices and departments for multiple location and adjacency alternatives for centralization and decentralization of courts and general government. Court alternatives should include maintaining the current physical relationships between the Civil, Criminal and Juvenile Court Systems; and Juvenile and Adult Correctional Systems and any suggested changes to those relationships so that a thorough understanding of all operational implications can be evaluated. The study should address any changes in the manner that the courts conduct their business in the future. General government alternatives should include relocating some functions out of the Central Campus. Data Center alternatives should include keeping this function in the Central Campus, relocating out of the central campus, or more than one location.
- Identify functional and operational issues facing the offices and departments. Include the impact of technology trends on operations. Discuss the desired relationships and proximity objectives to support the desired operational outcomes. Develop a statement of the operational intentions and objectives for the offices and departments that provide the resolution of the issues identified. The solutions suggested may be programmatic, technological, or facility driven. This analysis will illustrate proximity relationships to be developed with "bubble diagrams" and identify which offices or departments are best suited for which campus.
- Develop operational objectives in the form of criteria to be used in Phase Two when evaluating facilities planning alternatives for re-use of existing facilities, new construction and/or in-fill opportunities on existing sites or new sites.
- Contrast the current operational needs with the existing facility conditions and articulate any deficiencies. Highlight existing facility configurations that might hinder or preclude adopting the operational objectives articulated.

- Develop options and recommendations for addressing short-term Data Center issues beginning in FY 2010 in order to meet immediate technology requirements and for the next 5 to 7 years thereafter.
- Evaluate and factor into the study the growing information needs for all county departments and provide projections of operational changes, technology usage trends that include computing platforms, networks, and infrastructure growth. This must include analysis of the current capacity, design, and configuration of both the County's private fiber networks which serve the central campus as well as the shared metropolitan area network the Greater Austin Area Telecommunications Network (GAATN) which serves the county facilities outside of the Central Campus.

▪ **Space and Parking Projections**

This work will provide a statement of the estimated new square footage needed to support the operational needs and objectives developed above. Additionally, this work will forecast the appropriate minimum and maximum parking demand to support the operational analysis. The analysis should discuss the current utilization of facilities and determine what deficiencies the building(s) may have in terms of available square footage to support the projected growth of the courts and the various county offices and departments. The following is a list of suggested tasks to be performed.

- Assess current utilization of existing facilities and parking and discuss apparent space and parking deficiencies to support the current need. Current space and parking usage information will be provided for the Consultant's reference.
- Develop departmental gross square footage space standards for each office or department and the specialized areas needed to support the courts and general government functions, including the Data Center(s).
- Develop parking standards and requirements for public and employee use. This analysis should address not just vehicular uses but various transportation alternatives and emerging parking opportunities in the Central Business District. Analysis includes establishing assumptions about minimum and maximum parking demand factors.
- Develop the square footage needs forecasts (minimum and maximum) and contrast the results to the existing square footage allocations and conditions as a deficiency statement to use when developing likely scenarios for meeting the future needs for the courts system and other offices and departments.
- Evaluate specific standards that might be used by Travis County for estimating the size of and locating building areas to support IT infrastructure needs, specifically Main Distribution Facilities (MDF) and Intermediate Distribution Facilities (IDF). A capacity report and site impacts, if any, of increasing network capacities in existing facilities should be included to assist with the recommendations developed in Phase Two.

▪ **Phase Two Master Plan (See Attachment D)**

This Phase is contained in Attachment D. The Commissioners Court intends to select the most qualified respondent to complete both Phases One and Two. While the county reserves the right to choose another consultant to complete Phase Two through another competitive process, the county would like to award Phase Two to the respondent selected under this RFQ without further competition, subject to the successful performance of the respondent in Phase One and funding availability. The County's Project Executive and Project Manager for Phase Two will be determined at a later time.

**End of Scope of Work**

List of Attachments

- A Tasks and Roles for Central Campus Master Plan
- B List of County Facilities within the central campus
- C Map of the central campus
- D Phase Two Scope of Work

## **ATTACHMENT A**

### **TASKS AND ROLES FOR CENTRAL CAMPUS MASTER PLAN**

#### **PHASE 1: NEEDS ASSESSMENT**

**Project Executive:** C. Smith, Special Assistant to the Commissioners Court

**Project Manager:** B. Powell, Strategic Planning Mgr. & Capital Planning Coordinator

##### **General Questions Addressed**

- What operations and staff do we need?
- Where do we need them?
- How do operations, staffing, technology & location interrelate?
- How much space do we need?
- How much parking do we need, public and employee?
- What transportation issues need to be addressed

**Operational & Staffing Projections, Technology, Location, Parking, Transportation and Adjacency Needs:** 5, 10, 15 and 25 years.

##### **Sample Questions Addressed**

- Who must/should be at the Downtown Campus? Who could/should be elsewhere? Who is flexible and could operate anywhere?
- How does location impact operations & staffing?
- What departments need to be together in the same building within the same campus? What departments or functions should be in the same building as the District Courts? As the Commissioners Court?
- How do location and adjacency choices impact operations and staffing?
- Are there ways in which courtrooms can be more efficiently utilized and what are the implications?
- How does technology impact operations, staffing and location?
- What are the projected high and low departmental space needs?
- What is the projected high and low parking need, divided by public and staff?

#### **PHASE 2: MASTER PLAN**

Project Executive and Project Manager to be determined

##### **General Questions Addressed**

- How do we get what we need and where to meet the Needs Assessment?
- How do site, facility and parking alternatives interrelate?

**Reuse and Renovation of Existing Facilities and New Facility Alternatives:** 5, 10, 15 and 25 years.

##### **Sample Questions Addressed**

- How is this space need impacted by facility alternatives?
- How do City zoning and County policy alternatives impact parking needs?
- What are the opportunities for partnering with other public or private groups for parking development?
- What is the value of existing owned facilities, remaining useful life, and potential re-use? What is highest and best use of currently owned properties— renovate existing or redevelop new?
- What is maximum or desirable development capacity of existing property?
- How much new land do we need where?
- How do security alternatives impact operations and staffing?
- What are the alternatives for renovating existing buildings and constructing new buildings and parking facilities?
- What are costs and schedule implications for the alternatives?

## **ATTACHMENT B**

### **COUNTY-OWNED FACILITIES WITHIN THE CENTRAL CAMPUS**

<b>Block</b>	<b>Building Name</b>	<b>Floors</b>	<b>Gross Area</b>	<b>Function</b>
107	San Antonio Garage			Parking
108	Rusk Building	2	7,487 SF	General Government
126	Holt Building	1	9,280 SF	Courts-related
126	U.S.B. Building	5	53,067 SF	Courts-related / General Government
127	HMS Courthouse	7	158,133 SF	Courts
128	Blackwell /Thurman Criminal Justice Center	11	232,000 SF	Courts / parking
128	N.L. Gault Building	4	66,781 SF	Courts-related / General Government
128	Travis County Jail (not included in this study)	8	97,574 SF	Jail
132	1101 Nueces Building	1	4,300 SF	General Government
134	Ned Granger Building	5	109,797 SF	Courts-related / General Government
150	EOB Building	11	60,547 SF	Courts-related / General Government / parking

Note: The County also leases additional facilities and parking nearby.

**ATTACHMENT C – MAP OF CENTRAL CAMPUS**  
*(Insert Map)*



**TRAVIS COUNTY DOWNTOWN CAMPUS**



## **ATTACHMENT D**

### **Phase Two – Facilities Master Plan**

This section is intended to develop conceptual facilities planning alternatives which lead to a Facilities Master Plan. The facilities alternatives will be evaluated for how well they meet the operational criteria defined in Phase One. Alternatives for locations and adjacencies identified in Phase One should be developed in Phase Two as the Facilities Master Plan. The Strategic Facilities Master Plan is not intended to establish a complete architectural program or final design concept for one or more buildings, but it is expected that the Strategic Facilities Master Plan will incorporate site selection for future buildings, for which architectural programming and design will be done under a future scope of work. The following is a list of suggested tasks to be performed.

- Quantify and summarize the space and parking projections, the operational and functional objectives which must be satisfied, and the alternatives for location and adjacency to be considered, into a conceptual facilities planning program. Expand this program to include needs and goals for design quality, sustainability, energy-efficiency, security and accessibility needs which will guide conceptual facilities planning and cost estimates.
- Review and understand conditions reports for existing facilities which are provided by the County. (See the list of existing County facilities in the central campus attached to the RFQ.) Evaluate the remaining useful life and value of the existing buildings and compare this with the useful life and value of potential new development on these sites. As appropriate, analyze the potential for horizontal or vertical expansion of existing facilities. Highlight existing facility configurations that might hinder or preclude adopting the operational objectives articulated. Suggest any reasonable near term remedies for existing facility deficiencies.
- Expand the current conditions report for the historic Heman Marion Sweatt Travis County Courthouse to identify significant spaces and types or elements of the historic building features which should be preserved and/or restored. Determine the potential or desirability for internal renovation. The prior study about potential adaptation of the 6<sup>th</sup> and 7<sup>th</sup> floor abandoned jail areas into usable space will be provided for the Consultant's reference.
- Detailed room-by-room historical fabric inventory and detailed preservation, renovation or restoration plans are not in the scope of this Study, and will be addressed later.
- Develop alternatives for reuse of existing facilities which have been selected to remain. Include alternatives for expansion or major interior reconfiguration as appropriate.
- Develop alternatives for new facilities to meet the operational and space needs which cannot be met by the existing or renovated facilities.
  - Finalize criteria for site selection and analyze sites as needed to determine development potential, including approximate size (height and area) of buildings and the extent of underground construction anticipated.

- The County will provide prior site analysis study for the Consultant's reference.
- Consider input from County's real estate broker on alternatives to purchase buildings to reuse versus purchasing sites on which to demolish existing structures and build new facilities.
- The number of additional sites to be evaluated will be established during contract negotiations.
- Any analysis undertaken should assume and consider the following to evaluate the impacts of and trade-offs between various conceptual facilities planning alternatives:
  - Evaluation criteria for the final selection of sites for new buildings should consider the technical aspects/constraints of the site as well as the operational objectives and criteria developed in Phase One.
  - Existing Capitol View Corridors will remain in place, but should articulate the impacts of not pursuing a variance to the corridors.
  - Consider operational, physical, transportation, public service and financial implications of moving selected courts outside the Central Campus.
  - Evaluate impacts to the urban context of Wooldridge Park and the historic buildings in and around the Central Campus.
  - Any new facility alternatives should explain the assumptions and tradeoffs for underground parking or office space.
  - Evaluate pedestrian circulation impacts and pros/cons of underground connections between buildings.
  - Develop specific parking solutions to meet parking needs, including phasing of parking development. Parking and transportation issues for various alternatives will need to be addressed, especially as they may relate to the general government functions and the desirability of locating some of them within the downtown region.
  - Traffic impact analysis should also be addressed.
  - Evaluate impacts to utility infrastructure and identify needs for utility infrastructure expansion. Of particular concern and focus should be the migration of all data, telephony and video services to a new Data Center and the requisite changes to the downtown public and private

network facilities, both copper, fiber and wireless networks, currently supporting all county services.

- Develop recommendations for conceptual phased approach to the renovation and addition of the space. Discuss how to effectively maintain the operational objectives of the offices and departments while phasing development over time.
- Develop conceptual estimates of construction and overall project costs for selected conceptual facility planning alternatives for renovation and new construction.

### **Final Report**

When the Phase Two report is delivered, the Consultant will facilitate the collaborative County decision making process to reach a preliminary selection of preferred strategic facility alternatives, factoring in community and agency input per the agreed upon project approach. The Consultant will then prepare the final report which outlines a single integrated development strategy identified as the recommended "Facilities Master Plan", based on the Statement of Need from Phase One , and integrating the selected alternatives from Phase Two. The following should be included in the Final Report:

- summary of the operational objectives, forecasts and projections,
- conceptual phasing and costs for the most feasible set of conceptual facility planning alternatives,
- recommendations of site or sites for new development,
- executive level logistics plan for the implementation of the recommended alternatives considering the phasing of costs, and
- any interim occupancy strategies necessary to reach the full Master Plan build-out.

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## Travis County Commissioners Court Agenda Request

Please consider the following item for: **Tuesday, October 7, 2008**

**Discuss and take appropriate action on presentation of Request for Qualifications (RFQ) Procurement Process in preparation for Downtown Master Plan Study and related issues**

RECEIVED  
COUNTY JUDGE'S OFFICE  
OCT - 2 AM 9:29

I. A. Request made by: Christian Smith Phone 854-9465

C. Approved by: \_\_\_\_\_  
Signature of Commissioner or County Judge

II. A. All backup material needs to be attached to the Agenda and 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 or be involved with the request and send a copy of this Agenda Request and backup to them:

Judge John Dietz	Judge Eric Shepperd	Judge Bob Perkins
Judge Wilford Flowers	Sheriff Greg Hamilton	Judge Guy Herman
Judge Herb Evans	District Attorney Ronnie Earle	County Clerk Dana Debeauvoir
County Attorney David Escamilla	District Clerk Amalia Rodriguez-Mendoza	
Treasurer Ortega-Carter	Tax Assessor Collector Nelda Wells Spears	

Peg Liedtke	Debra Hale	Caryl Colburn	Dr. Geraldine Nagy
Cecelia Burke	Bruce Elfant	Steven Broberg	Susan Spataro
Cyd Grimes	Joe Gieselman	Roger Jefferies	Rodney Rhoades
Alicia Perez	Linda Moore Smith	Roger El Khoury	Joe Harlow
Walter Lagrone	Sherri Fleming		

III. BUDGET OR PERSONNEL REQUESTS. Please check if applicable:

\_\_\_\_\_ Additional funding for any department or for any purpose  
\_\_\_\_\_ Transfer of existing funds within or between any budget  
\_\_\_\_\_ A change in your department's personnel (reclassifications, etc.)

Please coordinate through the County Planning and Budget Office (473-9106) or the Human Resources Department BEFORE submitting any agenda item that involves any budget or personnel issue.

AGENDA REQUEST DEADLINES

# Request for Qualifications (RFQ) Procurement Process

**RFQ Specific to a Master Plan for the Travis County  
Downtown Redevelopment Project - July 2008**

Office of the Travis County Purchasing Agent  
Ms. Cyd V. Grimes, C.P.M.

# Overview

- Background
- Legal Authority to Issue RFQ
- Preparing the Scope of Work
- Developing the Evaluation Criteria
- Finalize RFQ Solicitation Document
- RFQ Issuance and Rules
- Evaluation Process
- Contract Negotiations
- Contract Award
- Project and Contract Management
- Summary

# Background

Historic Travis County Courthouse (Heman Marion Sweatt) is overcrowded, not wired for 21<sup>st</sup> century technology, and is being architecturally abused. Civil Judges, Bar Association, Historic Commission and others have requested a new civil courthouse and restoration of the historic courthouse.

Commissioners Court wishes to develop a comprehensive, long-term Capital Improvement Project to provide needed facilities in the downtown, south congress, and airport campuses.

Commissioners Court wishes to hire an expert to perform a needs analysis to study current and future facility needs in the county, including re-use of the Historic Courthouse.

Internal teams, committees, project managers, lines of authority still being discussed. FM, PBO, Admin. Ops, and Special Assistant to the Court is taking the lead on overall project planning, budgeting, and coordination.



# Legal Authority to Issue RFQ

## **Texas Government Code 2254**

- Counties must contract with the most highly qualified Architects and Engineers (A/E) based on demonstrated competence and qualifications
- A/E's are the only professionals that do not have to submit their cost at the time of evaluation and competitive ranking
- Travis County uses RFQ process to competitively rank firms. Once ranked, county attempts to negotiate with highest ranked firm for a contract at a fair and reasonable price
- If cost and terms cannot be agreed to, then negotiations must formally end with that firm, and negotiations start over with the next highest ranked firm

## **Local Government Code 262**

- Purchasing Agent shall supervise everything on competitive procurement
- Purchasing Agent shall adopt the rules and procedures necessary to implement the agent's duties under the law, subject to approval by commissioners court
- Purchasing Agent is a statutorily Appointed Official and is not under the supervision of Commissioners Court This independence helps to ensure a fair procurement process
- Purchasing Assistants answer to the Purchasing Agent, and cannot act in their own right



# Preparing the Scope of Work

- Identify technical and other staff that will prepare the SOW
- Clearly define the project
- Clearly state the objective of the work
- Clearly define the tasks to be accomplished
- Determine the level of detail that we need in each Phase
- Clearly define all deliverables that we expect for each task - will be tied to contractor payments

# Develop Evaluation Criteria with Weighted Factors

- **Criteria must be tied to your SOW**
- Minimum qualifications of staff (team)
- Minimum experience of each staff member and team as whole
- Work Plan Approach (methodology used to gather data from each user department, process to coordinate with county project manager(s), timelines, resources that will be used by contractor team and what expectations does contractor have of County resources and deadlines for decisions)
- Assign weights to each evaluation criteria (Purchasing prepares Matrix for scoring – see sample)
- **Criteria must be tied to your SOW**

# Evaluation Matrix

FIRM NAME:		EVALUATION MATRIX for		9/4/2008
Criteria		Weighted Factor	Raw Score	Total Score
Candidate firm must show substantial experience in Downtown Austin commercial real estate transactions and experience in assembling coordinated purchase of multiple parcels.		30%		
Candidate firm must show at least \$100 million annually from January 1, 2003 to December 31, 2007 in transactions for commercial properties located within Travis County.		25%		
Candidate firm must have experience representing governmental and quasi-governmental agencies.		20%		
Candidate firm must submit information relevant to assessing the size of their corporate presence within Travis County, i.e., location of office(s), number of employees, abilities of the employees to be assigned to this project, etc.		15%		
At least two principals at the candidate firm's office located within Travis County must hold and have held continuously since January 1, 2000 an active Texas Real Estate Commission Broker's license.		10%		
			Total Overall Score	
<b>Evaluation Instructions:</b> Each factor above is worth up to 5 points. Evaluate each proposal against the criteria and assign points (1-5) for each factor, based on the following scale: 1 - Minimally acceptable 2 - Acceptable 3 - Slightly above acceptable 4 - Significantly above acceptable 5 - Superior e.g. 30% x 4 = 1.2 (total score)				

Signature \_\_\_\_\_ Date \_\_\_\_\_

# Finalize RFQ Document

- Clearly explain the rules of the procurement process (all communications directed to purchasing)
- Clearly identify submittal requirements
- Clearly explain the evaluation process
- Decision made regarding whether winning A/E can compete on future RFQ's for specific buildings recommended in Master Plan
- Purchasing Agent will work with County Attorney to finalize RFQ document
- Purchasing gets input from other departments (Auditor and others assigned to this project) on RFQ
- Purchasing will bring final draft RFQ to Commissioners Court for approval
- Purchasing Agent will seek approval from Court to release RFQ and begin formal process



# RFQ Issuance

- Decision regarding length of time on street (45 days)
- Legal notice requirements must be met
- Pre-submittal conference date decided
- Amendments issued (if necessary) after pre-submittal conference
- Legal Receipt of RFQ's –Sealed and received in Purchasing Office by deadline (not accepted after deadline)
- Legal Opening of RFQ's– Only the names of firms submitting qualifications are identified at public opening (contents are secret until after contract award)

# Evaluation Process

- Purchasing Agent supervises the process
- Purchasing Agent with Court input decides Evaluation Committee Members (Do not recommend Commissioner Court members on evaluation committee)
- All evaluation members are listed in RFQ on “Key Contracting List”
- All members must sign “Confidentiality” and “Purchasing Code of Ethics” acknowledgement forms prior to receiving firms proposals
- Must have technical members on the committee
- Must have operational members on the committee
- Prefer no more than 5 to 7 members on committee
- Offerors must be accorded fair and equal treatment (reason all communications are directed through Purchasing)

# Evaluation Committee Roles

- Individual committee members will read carefully and score each proposal against the evaluation criteria (not against other proposals)
- Member should keep working notes to justify scoring and use if necessary in contractor de-briefing
- Committee will meet to discuss each proposal and finalize their individual scores
- Purchasing will calculate overall scores and verify all submission requirements
- Committee will decide short list recommendation
- Purchasing will take short list recommendation to Commissioners Court for approval to begin interviews
- If desired, interviews can be scheduled with the Commissioners Court (open meeting) Or, interviews can be with Evaluation Committee Only (not open)
- After interviews, committee decides final ranking to be recommended to Commissioners Court
- Purchasing Agent takes recommendation to Court
- Court authorizes Purchasing Agent to commence contract negotiations
- Purchasing takes contract award recommendation to Commissioners Court for approval

# Evaluation Committee Member Rules

- Members name must appear in RFQ on “Key Contracting List”
- All information in proposals is confidential until after contract award
- No discussions are to occur regarding subject RFQ’s with anyone outside the evaluation committee
- Any requests for information regarding proposals or issues must be reported and referred to purchasing agent
- No individual discussions with members of any A/E team or otherwise
- Must read “Purchasing Code of Ethics” (See on website, purchasing policy and procedures, chapter 3) and sign “Confidentiality Form” prior to receiving proposals to evaluate
- Must report any conflicts of interest to the Purchasing Agent immediately
- Decisions must be defensible
- Be prepared to justify your score
- You are now working in a fishbowl!!! Smile...and look your best!



# Contract Negotiations

- Purchasing Agent supervises negotiations
- Purchasing Agent might chose to include entire evaluation committee or only a few members to participate
- County Attorney advises and drafts legal contract
- County Auditor reviews and verifies funding
- Fair and reasonable price to the BUYER (County) means a price that is in line with the current fair market values, and a total allowable cost plus a reasonable profit
- Fair and reasonable price to the SELLER (A/E Team) means a price that is realistic in terms of the seller's ability to perform.
- Lack of a realistic price puts the buyer at risk when seller:
  1. Cuts corners on product quality;
  2. Delivers late; defaults

# Contract Award

- Purchasing Agent will present contract to Commissioners Court for approval
- Purchasing, after completing contract award documents, distributes contract to contractor and others
- Purchasing Agent issues notice- to- proceed (NTP) after contractor submits all required bonds and insurance and she receives written request from Facilities Director to proceed
- Work begins (I mean the Fun!)

# Project and Contract Management

- Project managed on a daily basis by a project manager (should be on evaluation and negotiation committees)
- Project manager responsible to ensure that county gets the professional services contracted to be performed. Must ensure contractor's compliance with work plan, schedules, budgets, etc.
- Project manager certifies payment of contractor's invoice, sends to purchasing for approval, then to Auditor for payment
- Any changes in the contract must be approved by written contract modification approved by contractor, FM Director and the Purchasing Agent and/or Commissioners Court
- Any conflicts that cannot be worked out between the A/E and FM will be forwarded to Purchasing for resolution
- Any conflicts that cannot be worked out between the A/E, FM, and Purchasing will be forwarded to Commissioners Court for resolution

# Summary

- Travis County needs a Master Facilities Plan based on Needs Analysis of current and future facilities, staffing and workload
- FM, PBO, Admin. Ops, and Special Assistant to the Court is taking the lead on overall project planning, budgeting, and coordination.
- Purchasing Agent is tasked with overseeing the procurement process
- Compliance with the RFQ Procurement process (as outlined) helps ensure a fair, thorough and coordinated effort for all parties interested.

# C2

Travis County Commissioners Court Agenda Request

Voting Session 10/07/08  
(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 approving the setting of a Public Hearing on October 28, 2008 to receive comments regarding a request to authorize the filing of an instrument to vacate 25' wide drainage easement located over and across Lot 21 of Majestic Hills Ranchettes – a subdivision in Travis County, Precinct 3.**

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:

<u>John Hille:</u>	<u>854-9415</u>	<u>Joe Arriaga:</u>	<u>854-7562</u>
<u>Anna Bowlin:</u>	<u>854-7561</u>	<u>Don Grigsby:</u>	<u>854-7560</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 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  
FAX (512) 854-4697

**MEMORANDUM**

DATE: September 25, 2008

TO: Members of the Commissioners' Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM: Anna Bowlin, Division Director of Development Services

SUBJECT: **Consider and take appropriate action on approving the setting of a Public Hearing on October 28, 2008 to receive comments regarding a request to authorize the filing of an instrument to vacate 25' wide drainage easement located over and across Lot 21 of Majestic Hills Ranchettes – a subdivision in Travis County, Precinct 3.**

**Summary and Staff Recommendation:**

TNR has received a request from the property owner's agent requesting to vacate a 25' wide drainage easement located over and across Lot 21 of Majestic Hills Ranchettes as recorded at Volume 77, Page 17 of the Official Public Records of Travis County. Lot 21 fronts on Serene Hills Court, a Travis County maintained street. The property owner is requesting this vacation stating "The Drainage Easement's current location restricts home and site construction on the Lot's building pad..."

Travis County Engineer, Don Grigsby, reviewed the submittal, which included a drainage study sealed by the professional Engineer, Danny R. Martin. After reviewing the submittal, Don stated that there is no concentrated runoff that would require this easement to remain. Therefore, Don had no objections to this vacation. TNR recommends the vacation of the 25' wide drainage easement 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 relied on professional engineer Danny R. Martin's drainage study with regards to this vacation. With the information supplied, Travis County feels that vacating this drainage easement will have no negative impact on surrounding properties. The lot owner will dedicate a 25'

September 26, 2008

Page 2

wide replacement drainage easement, which will be located along the common lot line of Lots 21 and 22.

**Required Authorizations:**

None.

**Exhibits:**

Order of Vacation

Letter of Request

Drainage Study

Field Notes and Sketch

Location Maps

PS:AB:ps

1105 Serene Hills Court

08-DE-03

## ORDER OF VACATION

STATE OF TEXAS           §

COUNTY OF TRAVIS       §

WHEREAS, the property owner's agent requests the vacation of a 25' wide drainage easement located over and above Lot 21 of Majestic Hills Ranchettes as recorded at Volume 77, Page 17 of the Real Property Records of Travis County, Texas, so that future lot improvements do not encroach on the easement; and

WHEREAS, a Professional Engineer has demonstrated through a drainage study that the existing easement is not necessary and vacating the said easement will have no adverse impact on the drainage system; and

WHEREAS, a Travis County Engineer has stated that, after review of the request and drainage study, there is no objection to the vacation of the drainage easement as described in the attached field notes and sketch; and

WHEREAS, the Travis County Transportation and Natural Resources Department recommends the vacation of the 25' wide drainage easement 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 October 28, 2008 to consider the proposed action; and

NOW, THEREFORE, the Commissioners Court of Travis County, Texas, orders that the 25' wide drainage easement, as described in the attached field notes and sketch, located over and above Lot 21 of the Majestic Hills Ranchettes, as recorded in Volume 77, Page 17 of the Real Property Records of Travis County, is, in accordance with State Law, 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





1700 Buffalo Gap Rd.  
Lakeway, TX 78734  
p.512.266.6667  
f.512.266.6671

9/2/2008

09-04-08A09:21 RCVD

Paul Scoggins  
Engineering Specialist  
Travis County - Transportation & Natural Resources  
411 West 13<sup>th</sup> St., 8<sup>th</sup> Floor  
Austin, Texas 78701

RE: LOT 21 MAJESTIC HILLS RANCHETTES, VOL. 77, PG. 17  
Vacation of Existing Drainage Easement and Dedication of New Drainage Easement

Dear Mr. Scoggins,

As agent for Leo and Dorie DeGeest, the owner of Lot 21 in the Majestic Hills Ranchettes subdivision, we respectfully request that Travis County Vacate the 25 foot drainage easement over and across Lot 21, Majestic Hills Ranchettes as seen in Exhibit 'A'. A proposed 25 foot drainage easement over and across Lot 21, Majestic Hills Ranchettes as seen in Exhibit 'B' shall be dedicated to Travis County following vacation of the existing easement. The drainage easement's current location restricts home and site construction on the Lot's building pad as seen in Exhibit 'C'. The down hill subdivision drainage plan has been designed to accommodate the relocation of said drainage easement.

Enclosure:

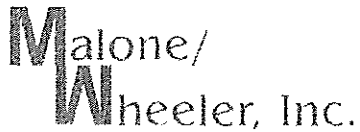
Exhibit 'A': Existing Drainage Easement  
Exhibit 'B': New 25 Foot Drainage Easement  
Exhibit 'C': Site Plan Lot 21 Majestic Hills Ranchettes  
Exhibit 'D': Majestic Hills Ranchettes Plat  
Exhibit 'E': Drainage Study

If you need any additional information regarding this request please contact us.

Sincerely,

A handwritten signature in black ink, appearing to be "B. Freeman", written over a horizontal line.

Blake Freeman  
Managing Partner



**Engineering & Development Consultants**

September 26, 2008

Mr. Leo De Geest  
3408 Serene Hills Court  
Austin, TX 78738

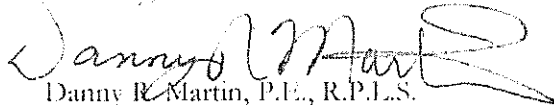
Re: Majestic Hills Ranchettes Lot 21; Existing Drainage Easement Vacation and  
Proposed Drainage Easement Dedication  
M/W Project No. 07-035

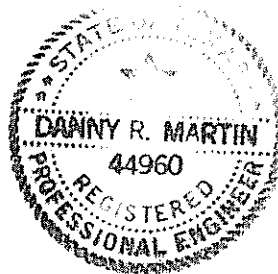
Dear Mr. De Geest,

It is my opinion that the rainfall runoff from Serene Hills Court that is currently draining through the existing drainage easement that crosses your lot can be conveyed within the proposed drainage easement that is parallel and adjacent to the east lot line of your lot. Minor grading to create a swale within the proposed easement will be required to convey the runoff to the proposed drainage improvements associated with the Madrone Canyon Estates Project.

Please contact me if you have any questions regarding the drainage easements on your lot.

Sincerely,

  
Danny R. Martin, P.E., R.P.L.S.  
Project Manager





[illegible][illegible][illegible][illegible]

PAGE 2 OF 2



2250 US 281 N  
Blanco, TX 78606  
Phone: 830-833-2250  
Toll Free: 877-833-2250  
FAX: 830-833-2257  
EMAIL: [abakersurvey.com](mailto:abakersurvey.com)

Field notes of a 0.18 of an acre, 25.00 foot wide Existing Drainage Easement, to be released, situated in Travis County, Texas out of the C. W. Waldron Survey No. 79, being over a part of Lot 21, Majestic Hills Subdivision of record in Volume 77, Page 17 of the Official Public Records of Travis County, Texas and being more particularly described by metes and bounds with its centerline as follows:

Beginning at a 1/2" iron pin found in a cul-de-sac in the northeast line of Serene Hills Court at the northwest end of said street and the southwest line of Lot 21 for the south end of this easement, said point being N 07° 32' W. 35.72 feet from a 1/2" iron pin found in said cul-de-sac at the beginning of a curve into the northeast line of Serene Hills Court.

Thence with the center line of this easement as follows:

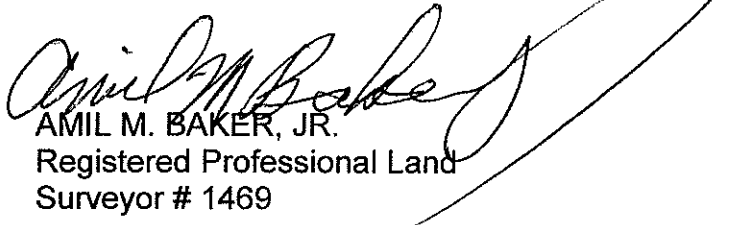
N 01° 36' 10" W. 129.09 feet to an angle point.

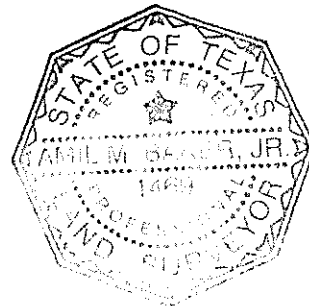
N 17° 50' 09" W. 66.84 feet to an angle point.

N 11° 56' 09" W. 67.61 feet to a point in the north line of Lot 21 and the south line of a Variable Width Ingress-Egress and the proposed Madrone Canyon Estates Drive for the north end of this easement, said point being N 77° 57' 44" W. 83.81 feet from a 1/2" iron pin found at an angle in said line and covering 0.18 of an acre of land according to a survey on the ground on August 4, 2008 by Baker Surveying, Inc.

Job No. 07-193

Accompanying Plat Prepared  
File: N/draw2007/07-193 Lot 21  
Released Easement.

  
AMIL M. BAKER, JR.  
Registered Professional Land  
Surveyor # 1469

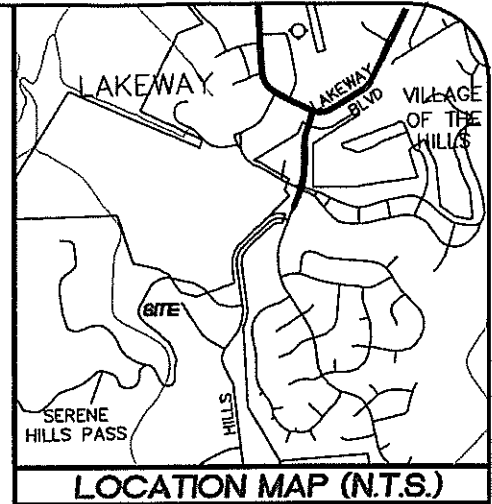


## EXHIBIT 'A'

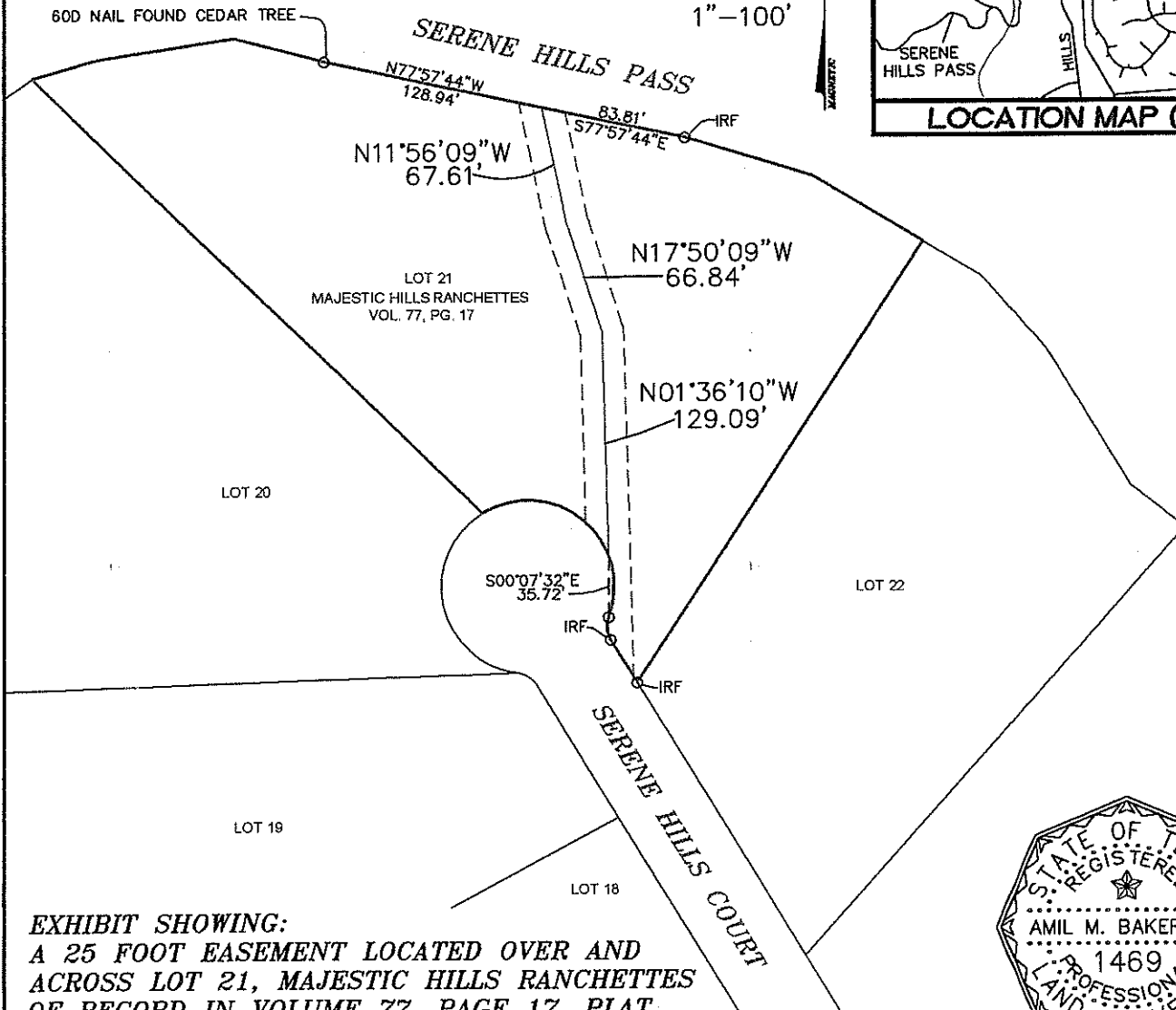
## NOTES:

- 1) ALL SET IRON PINS ARE 1/2" DIAMETER REBAR WITH A YELLOW PLASTIC CAP STAMPED "BAKER SURVEYING".
- 2) BASIS OF BEARING IS THE CENTRAL TEXAS ZONE 4203, NAD 83.
- 3) NO CURRENT TITLE OPINION OF COMMITMENT FOR TITLE INSURANCE WAS FURNISHED AT THE TIME OF SURVEY; THEREFORE, NO CERTIFICATION IS MADE THAT ALL EASEMENTS AND DEDICATIONS OR OTHER ENCUMBRANCES ARE SHOWN ON THIS SURVEY.
- 4) CORRESPONDING METES AND BOUNDS DESCRIPTION PREPARED.
- 5) IMPROVEMENTS NOT SHOWN.

SCALE:  
1"=100'



LOCATION MAP (N.T.S.)

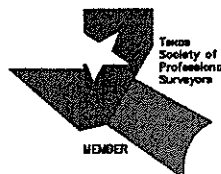


## EXHIBIT SHOWING:

A 25 FOOT EASEMENT LOCATED OVER AND ACROSS LOT 21, MAJESTIC HILLS RANCHETTES OF RECORD IN VOLUME 77, PAGE 17, PLAT RECORDS OF TRAVIS COUNTY, TEXAS.

**BAKER**  
SURVEYING, INC.

PH. (830) 833-2250  
FAX. (830) 833-2257  
2250 US 281 N.  
BLANCO TX. 78606



THIS DRAWING IS THE PROPERTY OF BAKER SURVEYING AND SHALL NOT BE USED FOR ANY PURPOSE WITHOUT THE WRITTEN CONSENT OF AN AUTHORIZED AGENT OF BAKER SURVEYING. BAKER SURVEYING ACCEPTS NO RESPONSIBILITY FOR THE USE OF THIS DRAWING FOR ANY PURPOSE AFTER SIX MONTHS FROM THE DATE INDICATED ON THIS DRAWING. ALL RIGHTS RESERVED. COPYRIGHT 2006, BAKER SURVEYING, INC.

STATE OF TEXAS :  
COUNTY OF BLANCO:

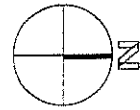


I, AMIL M. BAKER JR., DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND BY PERSONS WORKING UNDER MY SUPERVISION.

*Amil M. Baker Jr.*  
AMIL M. BAKER JR.

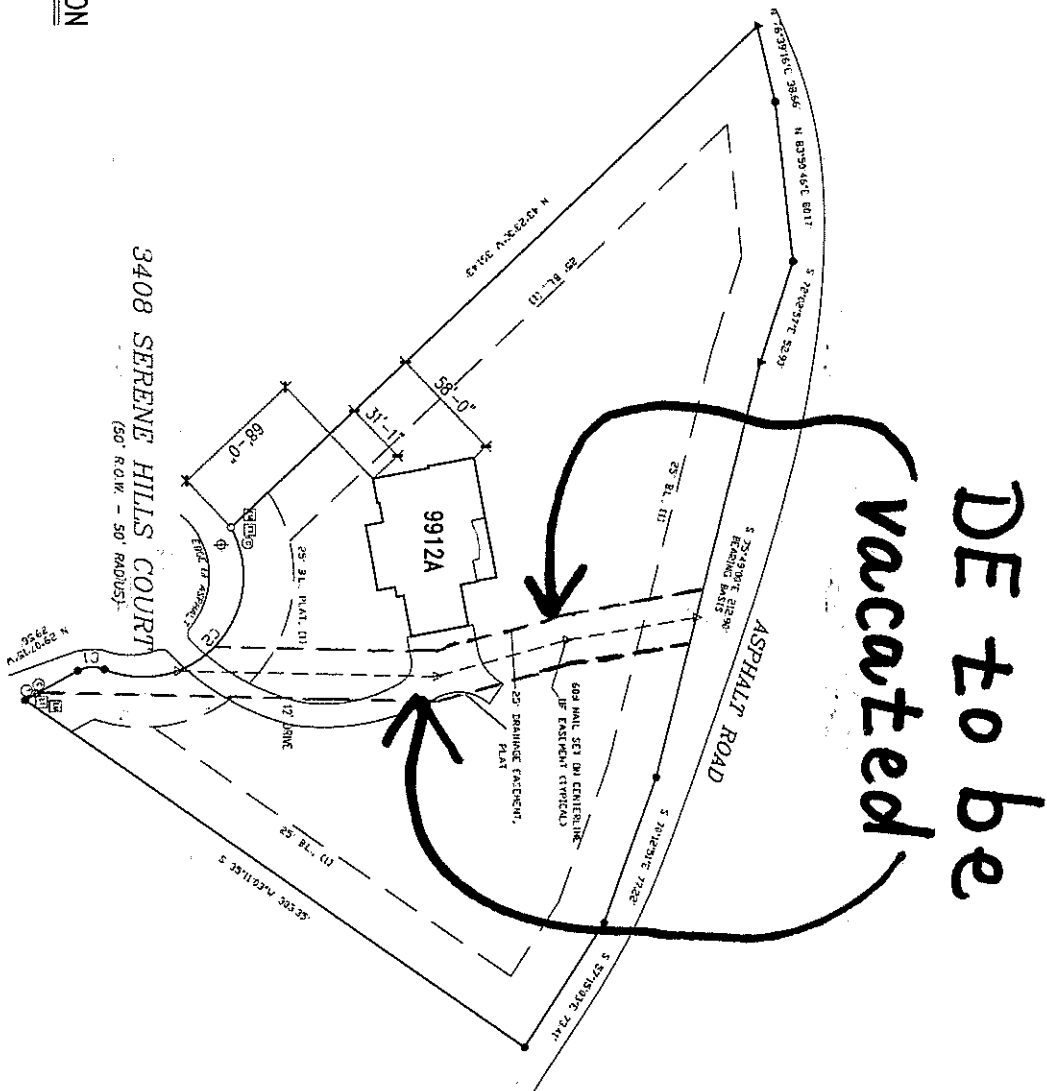
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 1469  
SURVEYED: AUGUST 04, 2008  
PROJECT NO.: 07-193 RELEASED ESMT.

DWG No.: N:\Draw 2007\07-193 25' DRAIN ESMT. 08-04-08\DWG.



**LEGAL DESCRIPTION**  
 MAJESTIC HILLS, LOT 21  
 3408 SERENEHILLS COURT

**SITE PLAN**

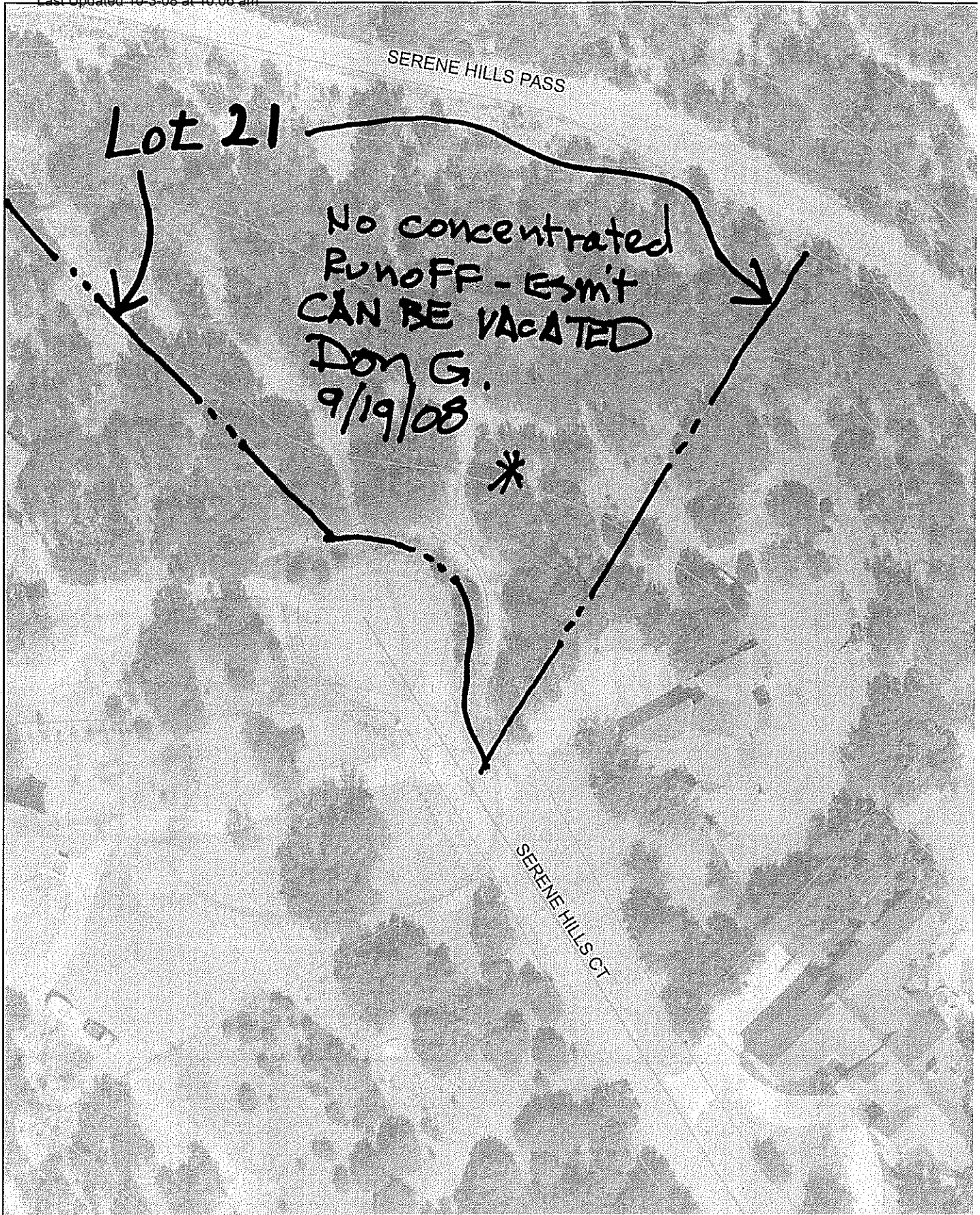


FINAL 8-20-08

DEGEEST RESIDENCE  
 3408 SERENE HILLS COURT  
 #77908

<b>REVISION LIST</b>	
<b>BUILD OPTIONS:</b>	
1) N/A	
<b>PLAN REVISIONS:</b>	
1) N/A	





Disclaimer: Map for general reference only. Data provided "as is" with no warranties of any kind. Contact the Travis County GIS Coordinator at (512) 854-7641 for questions

Source(s): Property Lines - TCAD 07/2007, Roads - Travis County 04/2007, Jurisdictions - 06/2007, Subdivisions - July 2006, Contours - CAPCO 1997, Creeks - NHD 2005, Flood plain - FEMA Prelim 2005



0 75  
Feet



Map Prepared by Travis County, Department of Transportation & Natural Resources  
<http://www.co.travis.tx.us/maps>

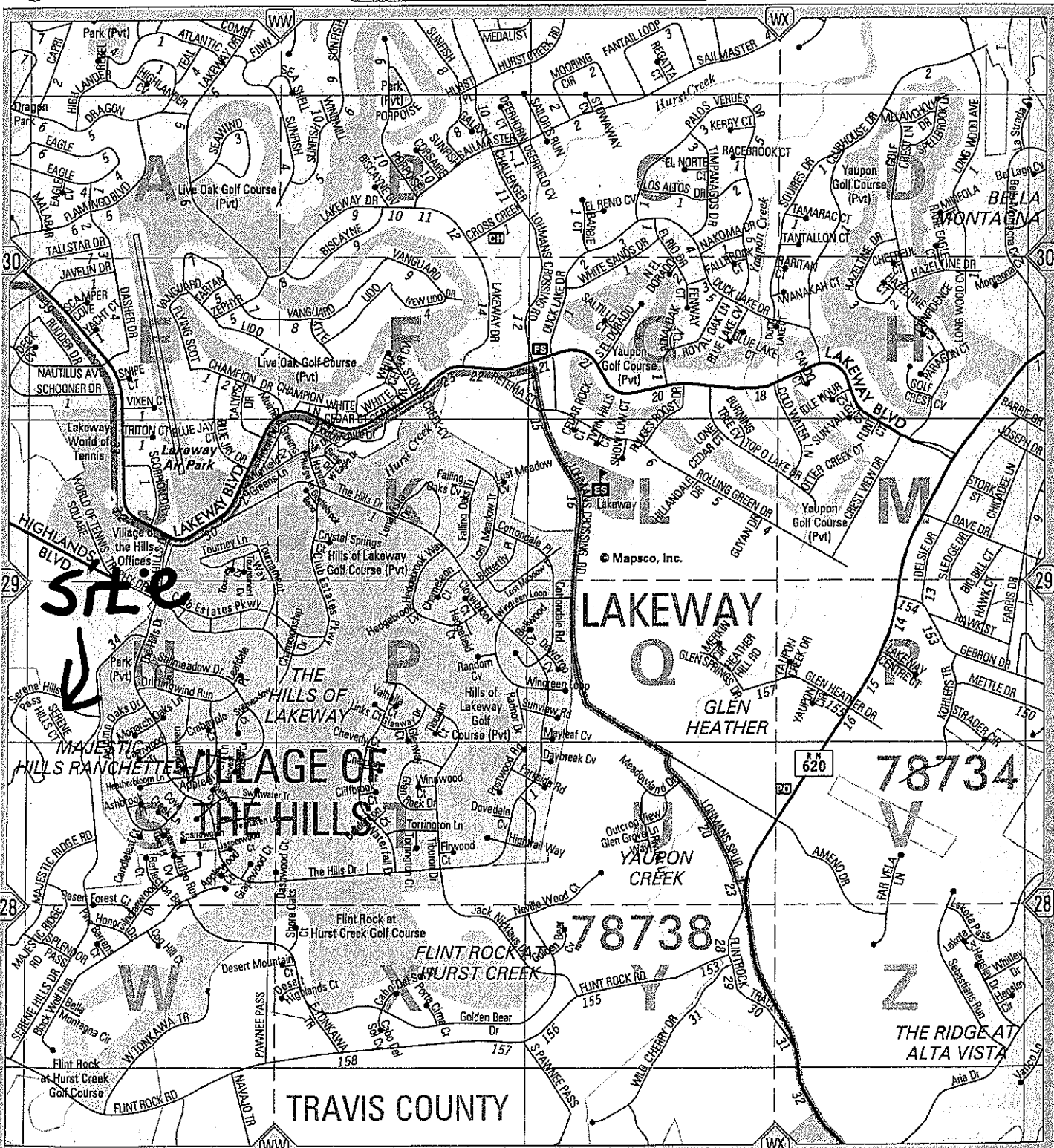


# Drainage Easement Vacation Lot 21, Majestic Hills Ranchette

519



CONTINUED ON MAP 489



CONTINUED ON MAP 518

CONTINUED ON MAP 549

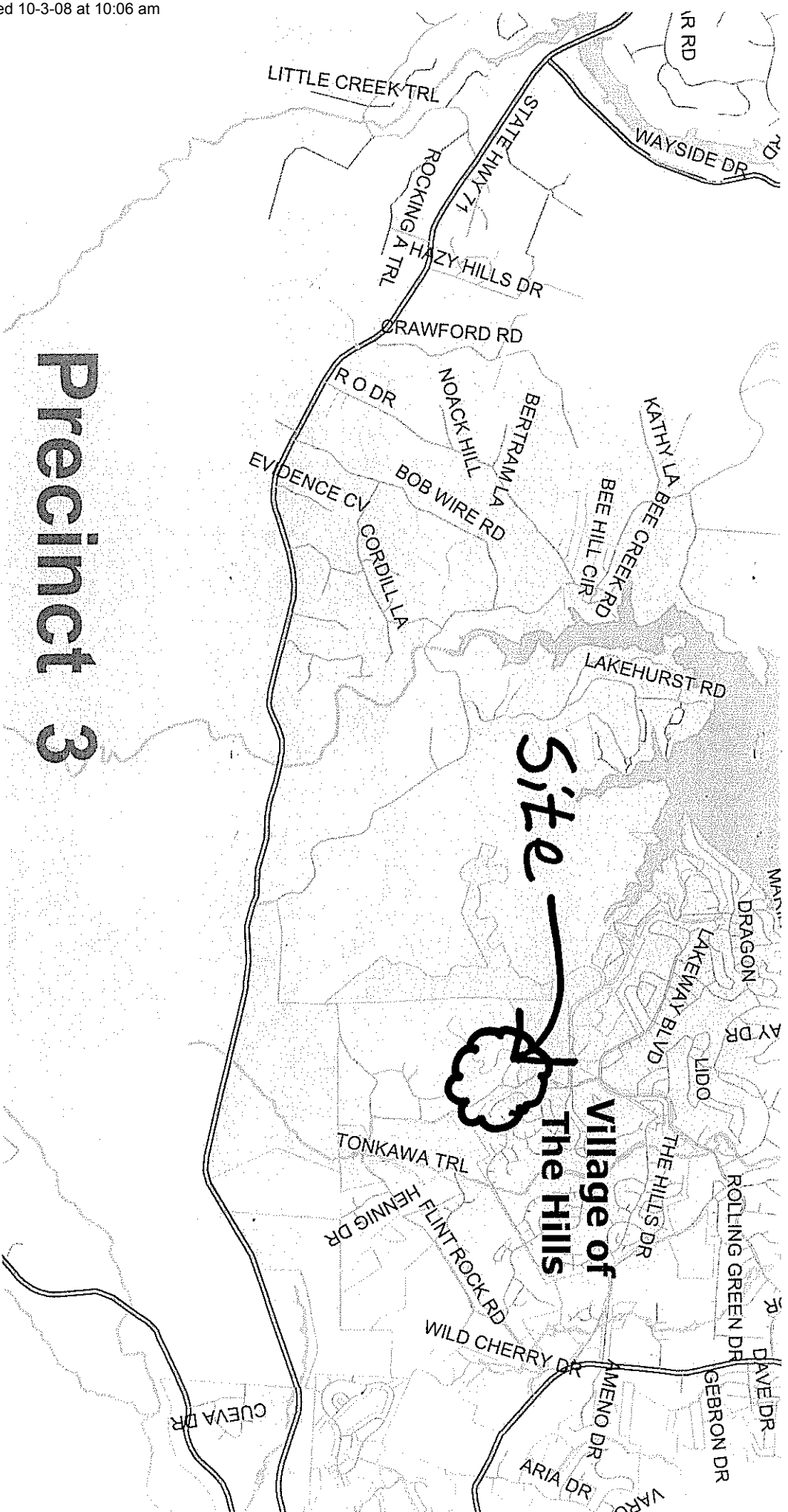
CONTINUED ON MAP 520

SCALE IN MILES

SCALE IN FEET

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# Drainage Easement Vacation Lot 21, Majestic Hills Ranchettes



Precinct 3

✓

**BOARD OF DIRECTORS**  
**NORTHWEST TRAVIS COUNTY ROAD DISTRICT NO. 3**

Voting Session Tuesday, October 7, 2008  
(Date)

- I. A. Request made by: Gillian Porter Phone: 854-4722  
Commissioners Court Specialist  
Commissioners Court Minutes/County Clerk's Office
- B. Requested Text: **Approve the Northwest Travis County Road District  
No. 3 Minutes for the:**

**Voting Session of September 23, 2008**

C. Approved By:   
Dana DeBeauvoir, Travis County Clerk

- II. A. Backup memorandum and exhibits should be attached and 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  
or be involved with the request. Send a copy of this Agenda Request and backup to them.
- III. Is back-up material attached? YES

AGENDA REQUEST DEADLINE: This Agenda Request, complete with backup memorandum and exhibits, should be submitted to the County Judge's Office no later than 12:00 PM on Tuesday for the following week's meeting. Late or incomplete requests may be deferred to the next subsequent meeting.

RECEIVED  
COUNTY JUDGE'S OFFICE  
08 SEP 30 AM 8:49

## **MINUTES OF MEETING SEPTEMBER 23, 2008**

### **TRAVIS COUNTY COMMISSIONERS' COURT**

On Tuesday, the 23<sup>rd</sup> day of September 2008, the Commissioners' Court convened the Voting Session at 9:17 AM in the Commissioners' Courtroom, 1<sup>st</sup> Floor of the Ned Granger Administration Building, 314 West 11<sup>th</sup> Street, Austin, Texas. Dana DeBeauvoir, County Clerk, was represented by Deputy Gillian Porter.

The Commissioners Court recessed the Voting Session at 11:44 AM.

The Commissioners Court, meeting as the Northwest Travis County Road District #3 (Golden Triangle); convened at 1:41 PM and adjourned at 1:45 PM.

The Commissioners Court, meeting as the Travis County Bee Caves Road District #1 (Galleria), convened at 1:45 PM and adjourned at 1:50 PM.

The Commissioners Court, meeting as the Travis County Health Facilities Development Corporation, convened at 1:52 PM and adjourned at 1:54 PM.

The Commissioners Court reconvened the Voting Session at 1:55 PM.

The Commissioners Court retired to Executive Session at 1:59 PM.

The Commissioners Court reconvened the Voting Session at 4:01PM.

The Commissioners Court adjourned the Voting Session at 4:06 PM.

RECEIVED  
COUNTY JUDGE'S OFFICE  
08 SEP 30 AM 8:49

**SEPTEMBER 23, 2008 VOTING SESSION**

**PAGE 2**

2. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO ADOPT ORDER SETTING THE ROAD DISTRICT TAX RATE FOR THE YEAR BEGINNING JANUARY 1, 2008: (1:41 PM)
  - A. TOTAL DEBT SERVICE TAX RATE; AND
  - B. TOTAL COUNTY AD VALOREM TAX RATE.

**Clerk's Note:** Items 2.A&B are associated with one another and were called for concurrent discussion.

**Members of the Court heard from:** Leroy Nellis, Budget Manager, Planning and Budget Office (PBO).

**Motion by** Judge Biscoe **and seconded by** Commissioner Gómez that property taxes for the Northwest Travis County Road District No. 3 be increased by the adoption of a tax rate of 0.11 for debt service.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

Item 2.B was not needed.

3. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO ADOPT ORDER APPROVING THE ROAD DISTRICT BUDGET FOR FISCAL YEAR 2009. (1:43 PM)

**Members of the Court heard from:** Leroy Nellis, Budget Manager, PBO.

**Motion by** Judge Biscoe **and seconded by** Commissioner Daugherty that the proposed budget be approved.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

**SEPTEMBER 23, 2008 VOTING SESSION**

**PAGE 3**

## **ADJOURNMENT**

**Motion by** Commissioner Gómez **and seconded by** Commissioner Daugherty to adjourn the Voting Session of the Northwest Travis County Road District No. 3.  
(1:45 PM)

<b>Motion carried:</b>	County Judge Samuel T. Biscoe	yes
	Precinct 1, Commissioner Ron Davis	yes
	Precinct 2, Commissioner Sarah Eckhardt	yes
	Precinct 3, Commissioner Gerald Daugherty	yes
	Precinct 4, Commissioner Margaret J. Gómez	yes

## **MINUTES APPROVED BY THE ROAD DISTRICT BOARD**

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**Date of Approval**

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**Samuel T. Biscoe, Travis County Judge**