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AK

Agenda Item No. AK

TRAVIS COUNTY COMMISSIONERS COURT
AGENDA REQUEST

Oct. 21

Work Session _____ Voting Session September 30, 2008 Executive Session _____
Date Date Date

- I. A. Request made by: Samuel T. Biscoe, County Judge
(Elected Official/Appointed Official/Executive Manager/County Attorney)
- B. Requested Text: Approve setting a Public Hearing date for October 21, 2008 to receive comments regarding a proposed issuance of the Capital Trust Agency Multifamily Housing Revenue Refunding Bonds, Series 2008 (American Housing Foundation Project).

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


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

III. Required Authorizations: Please check if applicable.

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

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to the County Judge's office in writing by 5:00 PM on Mondays for the next week's meeting. Late or incomplete requests may be deferred to the next meeting.

TRAVIS COUNTY HOUSING FINANCE CORPORATION

DATE: September 30, 2008
TO: Board of Directors
FROM: Harvey L. Davis, Manager 
SUBJECT: American Housing Foundation/THEOP LLC ("AHF")

AHF is a large, non-profit affordable housing developer located in Amarillo, Texas. Founded in 1989, AHF owns and operates over 12,500 residential units in Texas, Oklahoma, Arizona, and Florida.

AHF requests, for a third time, for the Corporation to be the "host issuer" for five Travis County apartments. AHF wants to convert the debt on the apartments from taxable to tax-exempt. The issuer of the bond debt is Capital Trust Agency Housing Options, Inc., a Florida issuer. State law requires a local issuer to give permission to the non-Texas issuer to issue tax-exempt bonds within its county or city.

The Board authorized the issuance on May 22, 2007 by a 3-2 vote. AHF was not been able to issue the tax-exempt bonds due to delays caused by the size of the portfolio (17 apartments in three states) and the general municipal bond markets.

Due to the delay, AHF request that Travis County hold a Public Hearing and approve the issuance of the bonds on October 21, 2008. Neither the County nor the Travis County Housing Finance Corporation will assume any liability for the bonds.

The Board must approve the Inter Local agreement with CTA and the scholarship agreement with CTA and AHF. The approval of these documents will be requested on October 21st.

AHF has committed to make the same offer as was approve last year: (1) funding a scholarship program with \$300,000 at closed and beginning the 13th month following closing of the bonds, monthly contributions totaling \$5,000 per property if there is sufficient cast flow and (2) donation of 2% of the units for tenants who are low income elderly and disabled, and victims of domestic violence, low income families facing a financial.

cc: Rodney Rhoades, Executive Manager, Planning and Budget
Cliff Blount, Attorney
Ladd Pattillo, Financial Advisor
Leroy Nellis, Budget Manager, PBO
Mary Mayes, Assistant Manager
Miguel Gonzalez, Senior Financial Analyst

AMERICAN HOUSING FOUNDATION BOND REFUNDING

\$237,250,000¹

CAPITAL TRUST AGENCY

**MULTIFAMILY HOUSING REVENUE REFUNDING BONDS
(AMERICAN HOUSING FOUNDATION PORTFOLIO)**

\$198,000,000¹ SERIES A BONDS (TAX-EXEMPT)

\$8,000,000² SERIES B BONDS (TAXABLE)

\$4,395,000² SERIES C SUBORDINATE BONDS

\$26,855,000¹ SERIES D SUBORDINATE BONDS

BONDS REFUNDED FROM THE FOLLOWING ISSUERS

CAPITAL AREA HOUSING FINANCE CORPORATION

CAPITAL TRUST AGENCY

HOUSING OPTIONS, INC.

THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE COUNTY OF MARICOPA

THEOP, LLC

TULSA COUNTY INDUSTRIAL AUTHORITY

SUMMARY OF TERMS²

Date: September 19, 2008

¹ Not to exceed

² Preliminary, subject to change

TRANSACTION OVERVIEW

Purpose of Transaction

The purpose of this transaction is to refinance the debt associated with 17 properties owned by six limited liability companies (herein referred to as "Six LLCs"), each of which has the American Housing Foundation ("AHF") as its sole member. The Six LLCs acquired the 17 subject properties in December 2003. These properties were financed with auction rate Series A and B bonds and fixed rate Series C bonds. The Series A and B auction rate bonds were accompanied by percentage of LIBOR swaps.

Inter-local Agreement Requirement

As a condition to the Fannie Mae credit enhancement, AHF is required to initially size the cross-collateralized portfolio based on a 1.25Xs debt service coverage minimum and an 80% LTV maximum. Furthermore, Fannie Mae requires that each individual property support a 1.15Xs dsc and 100% LTV. Because of the marked deterioration of the Dallas properties since the AHF acquisition, and to a lesser extent the Tulsa properties, the Dallas and Tulsa properties cannot meet this financing condition. To illustrate, the Dallas properties currently only support about 60% of the originally issued debt while Tulsa supports about 80%.

To solve this problem, AHF is seeking to have a single issuer issue bonds on its behalf. By doing so, while the tax analysis relating to the original issuance of debt will not change, Fannie can allocate debt per property in a manner that meets the testing requirements of 1.15Xs dsc and 100% LTV. AHF has identified an issuer, the Capital Trust Agency ("CTA"), that is authorized to issue bonds throughout the country provided that the portfolio include a minimum level of FL assets and that each local jurisdiction sign an inter-local agreement granting CTA the authority to issue bonds on behalf of the local jurisdiction.

To solve the Fannie Mae debt allocation requirement discussed above, AHF will be required and is seeking each of the local issuers to sign the proposed inter-local agreement.

Transaction Participants

- BORROWER:** American Housing Foundation ("AHF") is the sole member of six LLCs that are the owners of the properties (see attached schedule). AHF is a 501(c)(3) organization headquartered in Amarillo, TX.
- ISSUER:** Capital Trust Agency (subject to inter-local agreement from original bond issuers – see below)
- BOND COUNSEL:** Lott and Associates, P.L.
- ISSUER'S COUNSEL:** Matt Dannheisser and Linday, Andrews, Leonard, P.A.
- ISSUER'S FINANCIAL ADVISOR:** Trinity Partners
- BORROWER'S COUNSEL:** Sprouse Shrader
- SPECIAL COUNSEL TO THE BORROWER:** Chapman & Cutler

BOND UNDERWRITER: Stern Brothers & Co. and BB&T Capital Markets

UNDERWRITERS' COUNSEL: Kutak Rock

CREDIT ENHANCER: Fannie Mae

CREDIT ENHANCER'S COUNSEL: Manatt, Phelps & Phillips

LOAN SERVICER: Citi Community Capital

SERVICER'S COUNSEL: Thelen Reid

SPECIAL TAX COUNSEL: Sidley Austin LLP

TRUSTEE: Wells Fargo Bank, National Association

STRUCTURE OVERVIEW

The Series A Bonds: The Series A Bonds will be issued as tax-exempt, fixed rate bonds issued by CTA. The Series A Bonds will not be included in computing the alternative minimum taxable income of the bondholders, whether individuals or corporations.

The Series B Bonds: The Series B Bonds will be taxable. These bonds will be issued to cover costs of issuance in excess of 2% and those costs from the original financing that were consider "bad" costs and were originally financed with taxable debt.

The Series C Bonds: The Series C Bonds will be tax-exempt. These bonds will be issued to refinance the outstanding tax-exempt bonds that cannot be refinanced through Fannie Mae credit enhanced proceeds. It is anticipated that these bonds will be non-rated and marketed to existing Series B auction rate bondholders.

The Series D Bonds: The outstanding structure includes subordinate debt of approximately \$27 million. This debt will be refunded and replaced with a new Series D Bond, subordinate to the Series A, B and C Bonds. It is anticipated that the current owner of the bonds, Oppenheimer Funds, will exchange their bonds for the refunding bonds.

Targeted Closing Date: October 30, 2008

Amortization: The bonds will be subject to a 30-year amortization schedule. The bonds will amortize subject to semi-annual mandatory sinking fund redemptions commencing six months from the closing date.

Mandatory Tender: The Series A and Series B Bonds will be subject to a mandatory tender seven years from closing.

Interest Payment Dates: Semi-annual, commencing April 15, 2009

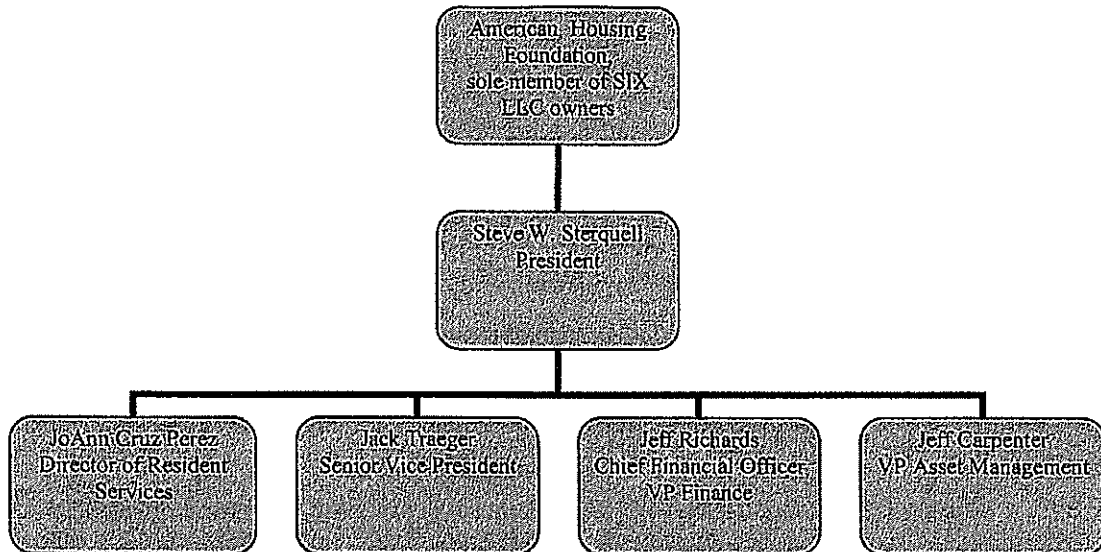
Denominations: \$5,000

- Optional Redemption:** The Series A, B, C and D Bonds will not be subject to optional redemption.
- Security:** CTA will grant to the trustee a security interest in the following items to secure the payment of principal and interest on the Bonds, and payments to Fannie Mae owed under AHF's obligations under the Fannie Mae Reimbursement Agreement:
- a) All right, title and interest of CTA in and to all Revenues;
 - b) All right, title and interest of CTA in and to the Financing Agreement, Bond Mortgage Note, and the Credit Facility Agreement;
 - c) All funds, moneys and securities assigned, pledged, conveyed, mortgaged, or delivered including but not limited to approximately \$11.9 million in debt service reserve funds.
- Credit Facility:** In addition to other security provided under the Indenture, Fannie Mae will provide a Credit Facility to credit enhance the borrowers obligations under the Loan Agreement relating to the Series A and B Bonds.
- Waterfall:** The structure will employ a lock box of the cash flows and a waterfall setting out the priority lien on the cash flows. Any excess cash flow after payment of all obligations will release monthly.

PROPERTY LIST

<u>PROPERTY</u>	<u>LOCATION</u>	<u>ORIGINAL ISSUER</u>	<u>UNITS</u>
Ashton Park	Tampa, FL	CTA (C Debt)	192
Huntington at Hidden Hills	Jacksonville, FL	CTA (C Debt)	224
Avondale	Tulsa, OK	Tulsa Cnty IDA	328
Coventry Park	Tulsa, OK	Tulsa Cnty IDA	256
Fountain Crest	Tulsa, OK	Tulsa Cnty IDA	424
Fairways	Phoenix, AZ	Maricopa IDA	160
Garden Place	Mesa, AZ	Maricopa IDA	286
Brittany Park	Dallas, TX	Housing Options	217
Greens Crossing	Dallas, TX	Housing Options	364
Montfort Oaks	Dallas, TX	Housing Options	276
Arbors of Austin	Austin, TX	THEOP, LLC	226
Ashbury Parke	Austin, TX	THEOP, LLC	416
Harpers Creek	Austin, TX	THEOP, LLC	268
Pinto Creek	Austin, TX	THEOP, LLC	249
Trestles of Austin	Austin, TX	THEOP, LLC	396
Audubon Square	Austin, TX	Capital Area HFC	164
Polo Club	Austin, TX	Capital Area HFC	304

BORROWER PROFILE



Borrower

<i>Name:</i>	Six LLCs whose sole member is the American Housing Foundation
<i>Date of Organization/Incorporation:</i>	11/30/1989
<i>Not-for Profit?</i>	Yes
<i>Single Asset Entity:</i>	No

Sole Member of Borrower

<i>Name:</i>	American Housing Foundation (AHF)
<i>Date of Organization/Incorporation:</i>	11/30/1989 (Each LLC was formed on December 23, 2003)
<i>Not-for Profit?</i>	Yes
<i>Years of Multifamily Experience</i>	AHF was founded in 1989 and acquired its first two properties totaling 230 units in the same year. Three years later, AHF began adding to its portfolio. AHF currently owns and operates 59 properties totaling 13,251 units in 23 cities in Texas, Florida, Arizona, and Oklahoma. The subject transaction consists of seventeen properties totaling 4,750 units. The average size of these properties is 285 units. The average size of each property in AHF's entire portfolio is 240 units. Most of the properties in their Portfolio are garden style apartments built in the 1980's.

Staff

The President and Founder of AHF is Steve W. Sterquell. Prior to working at AHF, Steve Sterquell owned an accounting practice and worked as a Certified Public Accountant. Steve Sterquell sold the accounting practice in 1995 to fully devote his time to AHF.

CFO - Jeff Richards has over eight years of direct banking experience, and eight years of commercial real estate experience. Prior to working at AHF, Mr. Richards worked at a full service commercial real estate firm for 8 years and was responsible for property acquisitions.

SVP – Portfolio Finance - Jack Traeger has vast experience in real estate management and finance. Prior to AHF, Mr. Traeger spent 1 year forming Walden Affordable Group, 2 years at TPMC Realty (a Dallas Real Estate Investment Company) and 5 years at Archon Group (a real estate investment subsidiary of Goldman Sachs).

President, AHF Management LLC – Jeff Carpenter has been with AHF for approximately 1 year. Mr. Carpenter has been in property and asset management for nearly 30 years. He has been responsible for asset management at companies with portfolios ranging from 6,500 units to AHF's current 12,000+ units. Mr. Carpenter has held the Certified Property Manager designation since 1989 and is a past board member of the National Multi-Housing Council.

SVP – Housing Development – Steve "Sterk" Sterquell II, has been in housing development for AHF since 2007. Prior to that, he was an Asset Manager and compliance officer. He received his BSBA from the University of Arkansas in 2000. He has completed several training courses and is certified as the following: Certified Apartment Manager, Nonprofit Housing Management Specialist, Certified Occupancy Specialist, National Compliance Professional, and Certified Credit Compliance Professional.

The Board of Directors has experience in working with 501c3 and various non profit organizations. Randy Sharp is the Secretary/Treasurer for Mays Investment Company and brings financial skills to the Board. The Chairman of the Board of Directors, James I. Fletcher, has nearly 50 years experience in the purchase and renovation of real estate properties Mr. Fletcher's experience in the purchase, construction and renovation business began in 1946 when he purchased his first investment property from FHA. Mr. Fletcher completed the construction of the home and sold it for capital to purchase other investment properties. Since his first investment property in 1946, he has constructed or renovated 75 single family residences in the Panhandle area. He has purchased real estate and developed or renovated and managed his single family residential housing projects throughout the years. Mr. Fletcher is a partner in Residential Housing, LLC, which operates as a General Contractor for rehabilitation of multifamily projects in the local area. Recently the company completed a substantial rehabilitation project for two multifamily residential complexes comprised of a total of 162 units. Mr. Fletcher began serving on the Board for American Housing Foundation from its inception in 1989.

Services and programs

The American Housing Foundation offers various services and programs at different properties including the following:

- i. Immunizations
- ii. Money management clinics
- iii. Alcohol/Drug Abuse Awareness
- iv. Domestic Violence Units
- v. Home Buyer Education
- vi. Voter Registration
- vii. Computer Labs and instructions
- viii. Swimming lessons

- ix. Education assistance programs
- x. Book clubs for children and adults
- xi. Car Seat safety programs

Property Manager

<i>Name(s):</i>	Walden Affordable Group
<i>Background</i>	Walden was formed by AHF in 2005 to manage AHF assets only. The Key Principals are Pamela Gomez and Brian Ragland. Walden is headquartered in Dallas with regional offices in Arlington, Austin and Houston.
<i>Years of Experience:</i>	Walden Affordable Group has two years of experience as an operating entity. However, the key principals have over 30 years of collective experience managing multifamily portfolios.
<i># Projects/units Managed</i>	Walden manages a portfolio of 58 communities consisting of 12,697 units, all of which are owned by AHF.
<i># Projects/units Managed in the Market</i>	Walden manages all of the 17 subject properties.



\$237,250,000
Capital Trust Agency
(American Housing Foundation Portfolio Transaction)
SERIES 2008

SEPTEMBER

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

OCTOBER

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

NOVEMBER

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

TIMELINE LEGEND

PARTY	ROLE	FIRM
All	WORKING GROUP	Includes all parties listed below
Citi	FANNIE MAE DUS LENDER	Citi Community Capital
CitiC	FANNIE MAE DUS LENDER'S COUNSEL	Thelen Reid Brown Raysman & Steiner, LLP
CTA	ISSUER	Capital Trust Agency
BC	BOND COUNSEL	Lott & Associates
BOR	BORROWER	American Housing Foundation
FM	CREDIT ENHANCER	Fannie Mae
FMC	FANNIE MAE COUNSEL	Manatt, Phelps & Phillips
IC	ISSUER'S COUNSEL	Matt Dannheisser, Esq
RA	RATING AGENCY	Linday, Andrews, Leonard, P.A.
T	TRUSTEE	Standard & Poor's
TC	TRUSTEE'S COUNSEL	Wells Fargo Bank, N.A.
U	UNDERWRITERS	Naman, Howell, Smith & Lee, LLP
UC	UNDERWRITER'S COUNSEL	Stern Brothers & Co. BB&T Capital Markets Kutak Rock, LLP

FINANCING TIMELINE
as of September 24, 2008

DATE	TASK	PARTY
9-25	Organizational Conference Call	All
10-01	Citi Committee Meeting to Approve Transaction (Tentative)	Citi
10-01	1 st Draft Bond Documents Distributed	BC
10-02	Status Review Conference Call (Time TBD)	All
10-07	Travis County Board Approves Inter-local	BOR, U
10-08	Fannie Mae Commitment Issued (Tentative)	FM
10-08	Capital Area HFC Board Approves Inter-local	BOR, U
10-08	1 st Draft of Underwriter Documents Distributed	UC
10-08	1 st Draft of Credit Enhancement Documents Distributed	FMC
10-08	1 st Draft of Real Estate Documents Distributed	CitiC
10-10	Fannie Mae Commitment Signed	BOR
10-10	Document Review Conference Call	All
TBD	Housing Options, Inc. Approves Inter-local	

Last Updated 10-16-08 at 4:00 pm

Last Updated 9-26-08 at 2:54 pm

DATE	TASK	PARTY
TBD	Tulsa IDA Approves Inter-local	
TBD	Maricopa IDA Approves Inter-local	
10-14	Revised Documents Distributed	BC, UC, CitiC, FMC
10-16	Document Review Conference Call	All
10-18	Near Final Documents Sent to CTA	BC, UC, CitiC, FMC
TBD	Issuer Meeting to Approve Bond Resolution and Documents	CTA, BC, IC
10-20	POS Printed	UC
10-30	Price Bonds	U
11-03 to 05	Pre-Closing	All
11-06	Closing	All
11-07	Fannie Mae Commitment Expiration (Expected)	

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AGENDA REQUEST INFORMATION:

- **Session/Date:** Voting Session: October 21, 2008
 - **Requested Action:** Consider and Take Appropriate Action on Approving an Order Prohibiting Outdoor Burning in the Unincorporated Areas of Travis County
-

PROGRAMMATIC INFORMATION:

- **Points of Contact for additional information:** Pete Baldwin, Emergency Management Coordinator 974-0472; Debbie Ties, Fire Marshal's Office 854-6472
 - **Summary of Program Objective/Staff Recommendation:** Travis County has not received any significant rainfall in the past 30 days. As a result of this lack of moisture, the grasses that benefited from the earlier rains have begun to die and present a significant fire danger. The other mitigating factor is the strong winds which tend to make a fire more difficult to control. The KBDI in Travis County has slowly climbed to over 600 in the past week. The current drought monitors indicate that Travis County is in a severe drought category with increased risk of wildfire occurrence. Live fuels can also be expected to burn actively at these levels. The Office of Emergency Management and the Fire Marshal's Office recommend approval of the Order Prohibiting Outdoor Burning in the Unincorporated Areas of Travis County
 - **Additional programmatic issues/concerns:**
-

COUNTY OF TRAVIS §
 §
STATE OF TEXAS §

**ORDER PROHIBITING
OUTDOOR BURNING**

WHEREAS, Section 352.081 of the Local Government Code provides that the commissioners court of a county by order may prohibit outdoor burning in the unincorporated area of the county if the commissioners court makes a finding that circumstances present in the unincorporated area create a public safety hazard that would be exacerbated by outdoor burning; and,

WHEREAS, the Travis County Commissioners Court does hereby find that circumstances present in all of the unincorporated area of Travis County create a public safety hazard that would be exacerbated by outdoor burning;

NOW, THEREFORE, it is ORDERED that outdoor burning is prohibited in all of the unincorporated areas of Travis County as follows:

- (1) Actions prohibited:
 - (a) A person violates this order if he/she burns any combustible material outside of an enclosure which serves to contain all flames and/or sparks, or orders such burning by others.
 - (b) A person violates this order if he/she engages in any activity outdoors which could allow flames or sparks that could result in a fire unless done in an enclosure designed to protect the spread of fire, or orders such activities by others.
- (2) Enforcement:
 - (a) Upon notification of suspected outdoor burning, the fire department with jurisdiction for the location of the fire shall respond to the scene and take immediate measures to contain and/or extinguish the fire.
 - (b) As soon as possible, a duly commissioned peace officer shall be sent to the scene to investigate the nature of the fire.
 - (c) If, in the opinion of the officer on the scene, the goal of this order can be attained by informing the responsible party about the prohibitions established by this order, the officer may, at his or her discretion, request compliance with it. In such instances, an entry of this notification containing the date, time and place of the warning, along with the name of the party receiving the warning, shall be forwarded to the office of County Judge.
 - (d) In accordance with Section 352.081 of the Local Government Code, a person who knowingly or intentionally violates this order commits a Class C Misdemeanor, punishable by a fine up to \$500.
- (3) This order does not apply to outdoor burning activities:
 - (a) related to public health and safety that are authorized by the Texas Commission on Environmental Quality for:
 - (A) firefighter training;
 - (B) public utility, natural gas pipeline, or mining operations; or

- (C) planting or harvesting of agriculture crops.
- (b) that are conducted by a prescribed burn manager certified under Section 153.048, Natural Resources Code, and meet the standards of Section 153.047, Natural Resources Code.
- (c) that involve the performance of **outdoor** combustible operations, including but not limited to, outdoor welding, cutting or grinding operations and outdoor hot works operations, by any person (i) if the Travis County Fire Marshal has issued a permit for the welding or hot works operations in compliance with the Fire Code or (ii) if the operations are performed in compliance with the following requirements creating a controlled environment and safeguards on each day when operations are performed:
 - (A) Areas where welding, cutting or grinding operations or hot works operations are being performed are free of vegetation for at least twenty-five feet in all directions;
 - (B) Surfaces around welding or hot works area are wetted down;
 - (C) Each location where welding, cutting or grinding operations or hot works operations are being performed must have cellular telephone communications for emergency response;
 - (D) Before beginning any operations, the person performing the welding, cutting or grinding operations or hot works operations must notify the local fire department or Emergency Services District which serves the location where the welding, cutting or grinding operations or hot works operations are planned.
 - (E) A dedicated fire watch person attends each welder, cutter, grinder, or worker performing hot works operations or any activity that causes a spark;
 - (F) At least one (1) water pressure fire extinguisher per fire watch person is located within 10 feet of the location where welding, cutting or grinding operations or hot works operations are being performed;
 - (G) No welding, cutting or grinding operations or hot works operations is allowed on days designated as red flag warning days by the National Weather Service;
 - (H) If all welding, cutting and grinding operations or hot works operations are performed only in a total welding or hot works enclosure, or "welding box" or "hot works box", that is sufficiently high to control sparks, including a fire retardant cover over the top, the operations must comply with requirements E, F, and G in this list and is encouraged to comply with requirements A-D inclusive, if feasible and appropriate, and;
 - (I) If all welding, cutting and grinding operations or hot works operations are performed only in sub-surface, or "bell hole", welding and grinding operations or hot works operations within approved excavations, the operations must comply with requirements E, F, and G in this list and is encouraged to comply

with requirements A-D inclusive, if feasible and appropriate.

Be it also ORDERED that the purpose of this order is the mitigation of the public safety hazard posed by wild fires during the current dry weather by curtailing the practice of outdoor burning, which purpose is to be taken into account in any enforcement action based upon this order.

This order prohibiting outdoor burning shall expire on November 19, 2008 or upon such date as the Travis County Commissioners Court by order determines that the circumstances present in the unincorporated areas of Travis County no longer create a public safety hazard that would be exacerbated by outdoor burning, whichever occurs earlier.

ORDERED THIS 21st DAY OF OCTOBER 2008.

TRAVIS COUNTY COMMISSIONERS COURT

By: _____
Samuel T. Biscoe, County Judge

4✓

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

COUNTY JUDGE'S OFFICE

Please consider the following item for:

10-21-08

08 OCT 16 AM 8:45

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) Permission to continue the Drug Court Program grant from the Office of the Governor Criminal Justice Division for Criminal Courts to continue the grant position through the end of November 2008. This allows continuation of the grant program until a fully executed contract can be completed.

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

TRAVIS COUNTY

10/21/2008

GRANT APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE

FY 2009

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 #
Permission to Continue								
a 24	Drug Diversion Court	9/1/2008 - 8/31/2009	\$188,474.00		1	1		6

Notes:

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

TRAVIS COUNTY

10/21/2008

GRANT APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE

FY 2009

The following list represents those actions required by the Commissioners Court for departments to apply for, accept, or continue to operate grant programs.
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Dept	Grant Title	Grant Period	Grant Amount	County Match	Indirect Costs	FTEs	Notes	Page #
a 24	Drug Diversion Court	9/1/2008 - 8/31/2009	\$188,474.00			1	1	4

Permission to Continue

Notes:

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

FY 2009 Grants Approved by Commissioners Court

The following is a list of grants that have been received by Travis County since October 1, 2008

Dept	Name of Grant	Grant Amount	County Match	Local Funds (Donation)	Indirect Costs	FTEs	Cm. Ct. Approval Date
47	Emergency Management Performance Grant	\$67,200	\$67,200				10/7/2008
		\$67,200	\$67,200				

FY 2009 Grants Summary Report
Amended Grant Applications

Dept	Name of Grant	Original Grant Amount	Amendment Amount	Total Revised	Total FTEs Associated	Cm. Ct. Approval Date
55	Travis County Mental Health Public Defenders Office	\$ 330,776	\$ 44,224		8.00	10/7/2008
Total Outstanding		\$ 330,776	\$ 44,224		8.00	

* Original Grant Column shows Beginning FY'08 Amount

FY 2009 Grants Summary Report

Permission to Continue

Name of Dept Grant	Original Grant Amount	Original County Match	Continuation Amount Total	Total FTEs	Cm. Ct. Original Approval Date	Cm. Ct. Approval Date for Continuation
22 Drug Court Program	\$84,419.75			1		10/14/2008

Total Outstanding \$84,419.75 \$ - 1.00

GRANT SUMMARY SHEET

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

Department/Division:	Criminal Courts - Drug Court #2430		
Contact Person:	Debra Hale		
Title:	Court Management Director		
Phone Number:	(512) 854-9432		

Grant Title:	Drug Diversion Court		
Grant Period:	From: 9/1/2008	To: 8/31/2009	
Grantor:	Office of the Governor Criminal Justice Division		

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 type="checkbox"/>	Reimbursement: <input checked="" type="checkbox"/>	

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	County Match	In-Kind	TOTAL
Personnel:	0	58,194	0	0	0	58,194
Operating:	0	126,584	0	0	0	126,584
Capital Equipment:	0	0	0	0	0	0
Indirect Costs:	0	3,696	0	0	0	3,696
Total:	0	188,474	0	0	0	188,474
FTEs:		1.00	0.00	0.00	0.00	1.00

Performance Measures	Projected FY 08 Measure	Progress To Date:				Projected FY 09 Measure
		12/31/07	3/31/08	6/30/08	9/30/08	
Applicable Depart. Measures						
# of people assessed for eligibility to participate in the program.	3,017	1,063	1,906	2,733	3,017 Proj.	3,017
# of new enrollments in the program.	193	48	83	117	193 Proj.	193
# of participants that have graduated from the program.	100	35	65	89	100 Proj.	100
Measures For Grant						
Provide intensive case management for African Amercian participants.	50	50	50	50	50 Proj.	50
Provide intensive case management for dually diagnosed participants.	20	20	20	20	20 Proj.	20
Provide intensive outpatient treatment services for dually diagnosed participants	5	2	3	4	5 Proj.	5

Auditor's Office Contract Approval: Staff Initials: _____

Auditor's Office Comments:

PBO Recommendation:

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 Criminal Justice Division (CJD) of the Governor's Office announced the availability of ongoing funds for eligible drug court programs. Eligible applicants are counties in Texas that have incorporated the ten essential characteristics as outlined in section 469.001 Health and Safety Code. This grant is available to jurisdictions to improve the delivery of services or to enhance the existing Drug Court Program with additional services that will allow the Travis County Drug Court to more fully meet the goals of the Drug Court Program.

The purpose of the grant is to enhance the resources available to the Travis County Drug Court by upgrading supervision services provided to offenders to increase the likelihood of successful graduation, thereby reducing further criminal activity and reliance on the state correctional system, community supervision or local jails.

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

The County is not obligated to maintain the expenditure level requested in the grant.

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.

A County match is not required.

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

Yes, the grant allows a 2% indirect cost reimbursement.

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.

No, the Drug Court program will not discontinue upon discontinuance of grant funding. If the grant is not awarded, the department may request to incorporate the grant funded FTE into the County Budget. If, however, funding for enhanced treatment and case management services is unavailable, the department would reduce the static capacity, which could create a waiting list for potential participants and discontinue services for specialized populations (or look for other funding sources).

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

The Travis County Drug Court /SHORT program is not a new program. We are asking to enhance services for two specific target populations.

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.

This ongoing grant will allow the Drug Court program to continue to serve two specific populations which typically do not receive drug treatment services. A specialized population of up to 50 African American offenders will continue to receive intensive case management from Clean Investments and the grant funded Chemical Dependency Counselor. Due to the need for specialized mental health services, 25 dually diagnosed individuals will continue to receive intensive case management services from MHMR. A total of 10 dually diagnosed clients will receive intensive outpatient treatment services from MHMR as well.




PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

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

MEMORANDUM

TO: Commissioners Court

FROM: Jessica Rio, Assistant Budget Manager 

DATE: October 14, 2008

SUBJECT: FY 09 Budget Adjustments Related to Criminal Courts Request for Permission to Continue Drug Court Program Grant Position

The Criminal Courts are requesting a permission to continue the Drug Court Program grant position (slot 171) through the end of November of 2008. The department states that this grant has been received from the Governor's Office since FY 02; however, the Governor's Office has not yet announced the FY 09 Drug Court grant awards. The department has told PBO that the grant may not be renewed in its entirety (\$184,778), but instead partially renewed, with sufficient funding for the current position. The department is currently working with the granting agency to ensure that a grant is received soon.

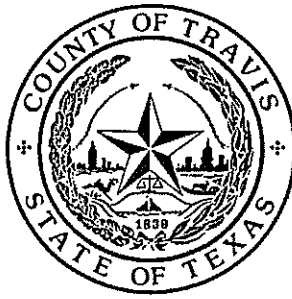
The requested expenditures total \$4,324 and are available in FY 09 from projected salary savings above budgeted salary savings within the department. In the event that the grant is not renewed at all, the General Fund would be responsible for two months of funding for the position since the General Fund has already supported this position in October. A budget adjustment will be needed to fund the proposed salary budget within the fund as required by the Budget Rules.

In addition, PBO is working with the department to bring a budget adjustment to Court on October 28th for operating expenditures (totaling \$104,324) related to this grant program. PBO notes that Commissioners Court approved an earmark on the General Fund Allocated Reserves to support the program in the event that this grant is not received. In the meantime, PBO recommends approval of this third one month permission to continue to ensure funding for the current position while the expected partial grant is received.

cc: Debra Hale, Criminal Courts
Joe Kertz, Criminal Courts
Leroy Nellis, PBO
Rodney Rhoades, Executive Manager PBO
Nisha Sharma, County Auditor's Office
Kimberly Walton, County Auditor's Office

TRAVIS COUNTY
DISTRICT AND COUNTY
CRIMINAL COURTS

DEBRA HALE
DIRECTOR OF COURT
MANAGEMENT



BLACKWELL-THURMAN
CRIMINAL JUSTICE CENTER
P. O. BOX 1748
AUSTIN, TX. 78767
(512) 854-9244
FAX: (512) 854-4464

Date: October 7, 2008
To: Members of the Commissioners Court
From: Debra Hale, Director of Court Management
Re: Permission to Continue Drug Court Grant Position, Project # M09622

The Travis County Drug Court Program initially received a Drug Court Enhancement Grant from the Governor's Office in Fiscal Year 2002. Funding for this grant has been continued each Fiscal Year since FY02. Again for FY09, a continuation grant application was submitted to the Governor's Office. The Criminal Courts anticipate the grant will be partially renewed, however, the Governor's Office has been delayed with announcing the FY09 Drug Court grant awards.

Among other things, the Drug Court Enhancement Grant funds a Chemical Dependency Counselor position (slot # 171) who works directly with the high risk, target population. Since the Governor's office has not yet announced the Drug Court grant awards for FY09, the Travis County Criminal Courts are requesting permission to continue funding for the Chemical Dependency Counselor for an additional month.

A budget adjustment in the amount of \$4,434 has been prepared. The funds will be transferred from account 001-2430-546-0701. This will pay for the salary and benefits of the grant Chemical Dependency Counselor for the month of November 2008. We anticipate the grantor to continue the grant for FY09 at which point the grant will reimburse the General Fund for this amount.

Travis County Commissioners Court Agenda Request

Voting Session 10/21/08
(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, 2nd Floor • P.O. Box 1748 • Austin, Texas 78767 • (512) 854-9165 / FAX(512) 854-4203

October 21 2008

ITEM # :

DATE: October 8, 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 *LSM*

SUBJECT: Weekly Personnel Amendments

Attached are Personnel Amendments for Commissioners Court approval.

Routine Personnel Actions – Pages 2 – 3.

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

LMS/LAS/clr

Attachments

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

WEEKLY PERSONNEL AMENDMENTS --- ROUTINE

NEW HIRES				
Dept.	Slot	Position Title	Dept. Requests Level/Salary	HRMD Recommends Level/Salary
Civil Courts	85	Judicial Aide	15 / \$35,000.00	15 / \$35,000.00
Constable 5	61	Court Clerk I	13 / Minimum / \$29,501.26	13 / Minimum / \$29,501.26
County Atty	181	Law Clerk I Part-time	14 / Minimum / \$15,778.26	14 / Minimum / \$15,778.26
District Clerk	60002	Records Analyst*	17 / Minimum / \$38,648.90	17 / Minimum / \$38,648.90
EMS	14	Helicopter Maint Mechanic	21 / Level 3 / \$55,224.00	21 / Level 3 / \$55,224.00
EMS	20	Flight Nurse RN***	23 / \$80,259.96	23 / \$80,259.96
EMS	21	Flight Nurse RN***	23 / \$78,228.48	23 / \$78,228.48
EMS	23	Flight Nurse RN***	23 / \$67,548.72	23 / \$67,548.72
EMS	24	Flight Nurse RN***	23 / \$67,963.68	23 / \$67,963.68
EMS	25	Flight Nurse RN***	23 / \$80,575.33	23 / \$80,575.33
EMS	26	Flight Nurse RN	23 / Level 4 / \$64,979.00	23 / Level 4 / \$64,979.00
EMS	27	Flight Nurse RN	23 / Level 6 / \$68,452.80	23 / Level 6 / \$68,452.80
EMS	28	Flight Paramedic***	21 / \$67,374.00	21 / \$67,374.00
EMS	30	Flight Paramedic***	21 / \$63,180.72	21 / \$63,180.72
EMS	31	Flight Paramedic***	21 / \$55,209.12	21 / \$55,209.12
EMS	32	Flight Paramedic	21 / Level 2 / \$53,705.60	21 / Level 2 / \$53,705.60
EMS	33	Flight Paramedic	21 / Level 2 / \$53,705.60	21 / Level 2 / \$53,705.60
EMS	34	Flight Paramedic	21 / Level 2 / \$53,705.60	21 / Level 2 / \$53,705.60
Juvenile Court	517	Counselor Sr Part-time	16 / Level 1 / \$18,605.60	16 / Level 1 / \$18,605.60
TNR	523	Equipment Operator	10 / \$33,654.40	10 / \$33,654.40
* Temporary to Regular			** Actual vs Authorized	
*** StarFlight transition from City of Austin to Travis County				

TEMPORARY APPOINTMENTS					
Dept.	Slot	Position Title	Dept. Requests Grade/Salary	HRMD Recommends Grade/Salary	**Temporary Status Type Code
County Atty	20022	Office Asst	8 / \$10.10	8 / \$10.10	02
County Clerk	20424	Elec Clk – Operations Clk II	10 / \$12.00	10 / \$12.00	02
Fac Mgmt	20076	Building Ops Worker	10 / \$11.58	10 / \$11.58	02
HRMD	20031	Registered Nurse II	20 / \$26.00	20 / \$26.00	02
HRMD	20032	Licensed Voc Nurse	15 / \$18.00	15 / \$18.00	02
**Temporary Status Type Codes: (Temporary less than 6 mos. = 02) (Project Worker more than 6 mos. = 05, includes Retirement Benefits).					

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

6

Travis County Commissioners Court Agenda Request

RECEIVED COUNTY JUDGE'S OFFICE

08 OCT 14 PM 1:32

Voting Session October 21, 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 \$335,512.06, for the period of October 3, 2008 to October 9, 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 21, 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: October 3, 2008 to October 9, 2008

REIMBURSEMENT REQUESTED FOR THIS PERIOD: \$335,521.06

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 \$335,521.06.

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
OCTOBER 3, 2008 TO OCTOBER 9, 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.

TRAVIS COUNTY
RECOMMENDATION FOR TRANSFER OF FUNDS

DATE: October 21, 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: October 3, 2008
 TO: October 9, 2008

REIMBURSEMENT REQUESTED: \$ 335,521.06

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:	\$ 1,082,845.42
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT: October 14, 2008	\$ (747,324.53)
Adjust to balance per UHC	\$ -
TOTAL REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**:	\$ 335,521.06
PAYMENTS DEEMED NOT REIMBURSABLE	\$ -
TRANSFER OF FUNDS REQUESTED:	\$ 335,521.06

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

All claims over \$25,000 (2 this week totaling \$90,581.80) 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 (\$42,787.70) 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 \$173,638.46.

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.

unavailable to sign
 Linda Moore Smith, Director Date

unavailable to sign
 Dan Mansour, Risk Manager Date

Cindy Purinton 10-14-08
 Cindy Purinton, Benefit Contract Administrator Date

Norman McRee 10/14/08
 Norman McRee, Financial Analyst Date

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



Printed 10-16-08 at 4:00 pm

Human Resources Management Department

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

MEMORANDUM

Date: October 21, 2008

To: Susan Spataro, County Auditor

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

Subject: HRMD Director and Risk Manager Unavailable
to Sign Recommendation for Transfer of Funds
For Period October 3, 2008 – October 9, 2008

Linda Moore Smith, HRMD Director, and Dan Mansour, Risk Manager, are out of the office and unavailable to sign the Recommendation for Transfer of Funds document for the period October 3, 2008 – October 9, 2008.

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

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

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: 2008-10-10 REQUEST AMOUNT: \$1,082,845.42

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

CALCULATION OF REQUEST AMOUNT

+ ENDING BANK ACCOUNT BALANCE FROM: 2008-10-09	\$900,427.41
- REQUIRED BALANCE TO BE MAINTAINED:	\$1,938,718.00
+ PRIOR DAY REQUEST:	\$00.00
<hr/>	
= UNDER DEPOSIT:	\$1,038,290.59
+ CURRENT DAY NET CHARGE:	\$44,554.83
+ FUNDING ADJUSTMENTS:	\$00.00
<hr/>	
REQUEST AMOUNT:	\$1,082,845.42

ACTIVITY FOR WORK DAY: 2008-10-03

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$61,978.11	\$00.00	\$61,978.11
TOTAL:	\$61,978.11	\$00.00	\$61,978.11

ACTIVITY FOR WORK DAY: 2008-10-06

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$75,287.85-	\$00.00	\$75,287.85-

UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2008_10_09

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	1.26 UV		59739823 A		48	9/26/2008	20	10/7/2008	10/9/2008
701254	632	1.23 Q6		86885675 AH		8	10/8/2008	100	10/10/2008	10/9/2008
701254	632	0.79 Q6		79147971 AH		1	10/2/2008	100	10/6/2008	10/9/2008
701254	632	0.28 UV		57867291 AH		1	9/24/2008	20	10/6/2008	10/9/2008
701254	632	0.25 UV		60769171 AA		7	9/29/2008	20	10/8/2008	10/9/2008
701254	632	0.25 Q6		81940031 AH		1	10/3/2008	100	10/7/2008	10/9/2008
701254	632	0.01 Q6		84145982 AH		6	10/6/2008	100	10/8/2008	10/9/2008
701254	632	-5.28 O7		1632552 AH		7	1/2/2007	50	10/10/2008	10/9/2008
701254	632	-25 Q3		79656984 AH		8	7/22/2008	50	10/8/2008	10/9/2008
701254	632	-40 Q3		79656984 AH		8	7/22/2008	50	10/6/2008	10/9/2008
701254	632	-49.93 Q3		86695782 AA		1	10/2/2008	50	10/8/2008	10/9/2008
701254	632	-62.26 NN		SSN0000C AL		0	9/30/2008	600	10/6/2008	10/9/2008
701254	632	-93.74 Q3		74427201 AH		5	7/17/2008	50	10/6/2008	10/9/2008
701254	632	-116.49 NN		SSN0000C AL		0	9/30/2008	600	10/6/2008	10/9/2008
701254	632	-357.22 NN		SSN0000C AL		0	9/30/2008	600	10/6/2008	10/9/2008
701254	632	-3041.89	25	130735 AH		5	10/6/2008	50	10/8/2008	10/9/2008
701254	632	-5399.98	25	131271 AH		5	10/8/2008	50	10/10/2008	10/9/2008
701254	632	-9483.89 NN		SSN0000C AL		0	9/30/2008	600	10/6/2008	10/9/2008
701254	632	-154962.78 NN		SSN0000C AL		0	10/1/2008	600	10/7/2008	10/9/2008

335,521.06

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

For the payment week ending: 10/09/2008

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

Travis County - Hospital and Self Insurance Fund (526)

Journal Entry for the Reimbursement to United Health Care

For the payment week ending: 10/9/2008

TYPE	MEMBER TYPE	TRANS_AMT
CEPO		
EE	526-1145-522.45-28	-95,075.76
RD	526-1145-522.45-29	27.64
RR	526-1145-522.45-29	36,744.88
Total CEPO		(\$58,303.24)
EPO		
EE	526-1145-522.45-20	98,713.17
RR	526-1145-522.45-21	6,724.38
Total EPO		\$105,437.55
PPO		
EE	526-1145-522.45-25	259,663.90
RR	526-1145-522.45-26	28,722.85
Total PPO		\$288,386.75
Grand Total		\$335,521.06



RECEIVED
COUNTY JUDGE'S OFFICE

7

Travis County Commissioners Court Agenda Request # 34

08 OCT 13 AM 11:34

Voting Session: October 21, 2008

Work Session: _____

I. **Request**

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

B. Requested text:

Approve and award funds for one Travis County employee to participate in Leadership Austin Training in accordance with Chapter 16 of the Travis County Code.

C. Approved by: _____
Signature of Commissioner 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.

Craig Moore 854-3643

III. Required Authorizations: Please check if applicable:

 X **Planning and Budget Office (854-9106)**

 X **Human Resources Management Department (854-9165)**

_____ **Purchasing Office (854-9700)**

_____ **County Attorney's Office (854-9415)**

 X **County Auditor's Office (854-9125)**



HRMD *Human Resources Management Department*

1010 Lavaca, 2nd Floor

• P.O. Box 1748

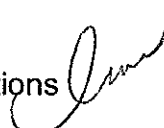
• Austin, Texas 78767

• (512) 854-9165 / FAX (512) 854-4203

Memorandum

Date: October 8, 2008

To: Members of the Commissioners Court

Via: Alicia Perez, Executive Manager, Administrative Operations 

From: Linda Moore Smith, Director, Human Resources Management Department

Subject: Leadership Austin

Proposed Motion

Approve tuition/fees award for one Travis County employee to participate in the Leadership Austin Program, in accordance with Chapter 16 of Travis County Code.

Background

Travis County Code, Chapter 16, Leadership Training-Funding Guidelines, provides financial assistance for county employees who are accepted in leadership training that will ultimately benefit Travis County as a whole.

Staff Recommendations

Staff has reviewed the submitted documentation and recommends payment for Craig Moore, District Attorney's Office, payable to Leadership Austin.

The amount of this request, as stated in policy §16.005 is for 80% of the tuition/fees (80% of \$3000), up to a maximum award of \$800 per employee.

Budgetary and Fiscal Impact

Funds are available in the budgeted line item for Professional Development, Training and Seminars account, 001-1130-522-6504. This request is for \$800.

Leadership08req_Moore

Employee Participant: Last Name	Employee Participant: First Name	Dept.	Job Title	Title of Course	Payable To	Vendor #	Amt to Pay
Moore	Craig	DA	Attorney VI	Leadership Austin-Fall 2008	Leadership Austin	60797	\$800.00
							\$800.00



OFFICE OF THE DISTRICT ATTORNEY

P.O. Box 1748 Austin, TX. 78767
Telephone 512/854-9400
Telefax 512/854-9789

RONALD EARLE
DISTRICT ATTORNEY

ROSEMARY LEHMBERG
FIRST ASSISTANT

September 15, 2008

Travis County Human Resources Management Department
P. O. Box 1748
Austin, TX 78767

Memorandum of Request

To Whom It May Concern:

I am employed by the Travis County District Attorney's Office as an Assistant District Attorney. Enclosed you will find a letter from Leadership Austin stating that I have been accepted into their program beginning in September and a brief overview of the program. The tuition for this program is \$3000. I am requesting a tuition award in the amount of \$800 as outlined in the Travis County Code, Chapter 16. Additionally, I have included documentation as requested in Sec. 16.003, TCC showing the support and approval of my participation by the elected DA and my supervisor.

Please contact me at 854-3643 if you need additional information to process my request.

Sincerely,

A handwritten signature in black ink that reads "Craig J. Moore". The signature is stylized and includes a large, circular flourish at the end.

Craig J. Moore

August 8, 2008

Craig Moore
13405 Capadocia Dr.
Austin, TX 78727



Dear Craig:

Congratulations! On behalf of the Board of Directors, I am pleased to inform you that you have been selected to participate in the 2009 Leadership Austin Essential Class. As a member of this Class, you become part of a 29-year-long effort that encourages talented leaders like yourself to explore the issues and skills that make Central Texas so dynamic and help us all better serve our community.

Our volunteers and professional staff are hard at work to ensure that this year's Essential Class experience will be outstanding. The curriculum will focus on examining regional issues, honing leadership practices, and expanding the connections necessary to be more effective leaders. While our past experience contributes to each new Leadership Austin Essential Class, each Class is unique because it is ultimately what each participant chooses to make it. While you will hear from Leadership Austin Essential Class Alumni, other seasoned leaders, and local newsmakers, you can expect the experience to emphasize learning from your fellow Essential Class members, and learning more about yourself as a leader.

As indicated on the application, the 2009 Leadership Austin Essential Class starts with an overnight Retreat beginning Friday morning, September 12, and concludes at noon on Saturday, September 13. All Essential Class members are required to attend the full Retreat. You are also expected to attend each monthly Essential Class Day as well as another Retreat in May. In total, this is an approximately 80 hour commitment. A calendar for the year is attached so that you may plan in advance to avoid conflicts.

If you cannot participate in the 2009 Leadership Austin Essential Class or cannot attend the entire September Retreat, please notify me (499-0435 ext. 16) as soon as possible so that an alternate Essential Class member may be selected.

Please return the following to the Leadership Austin office by Friday, August 29, to confirm your place in the Leadership Austin Essential Class:

- Signed Commitment Form
- \$3,000 tuition fee
- Personal Data Sheet
- Biographical Sketch – six to eight typewritten lines (see attached example)

When we receive those documents, we will send a separate mailing containing additional information about the September Retreat. If you have questions, please call me at 499-0435 ext. 16.

Again, congratulations, and welcome to Leadership Austin!

Sincerely,

A handwritten signature in black ink that reads 'Heather'.

Heather McKissick
President/CEO

cc: Terri Buchanan, Vice President of Educational Programs



2009 Essential Class Commitment

I will participate in all aspects of the 2009 Leadership Austin Essential Class.

Participation requires:

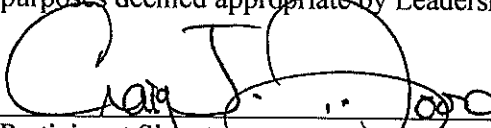
- Attendance at the entire September Retreat
- Attendance at monthly Essential Class days, the May Retreat, and leadership activities outside of the all-day sessions. Please note the attached schedule for monthly Class days.
- Support from my employer to attend each Essential Class day, without interruption.
- Discussion with my employer on both the professional development and community benefits of participation, including a request for my employer to pay all or a portion of my Class tuition, as appropriate.
- No mobile phones or pagers while class meetings are in session.

I will include mention of Leadership Austin as one of my community activities on my bio, resume, in interviews, and in similar venues, at least for the next two years.

I have enclosed:

- My tuition check for \$3,000; or, signed Scholarship/Loan Agreement and tuition check. Please note that the Scholarship/Loan Agreement will be mailed to you after you have spoken with the President about your requested amount and after that amount is approved by the Finance Committee.
- A brief biographical narrative.
- My personal data sheet.

I, the undersigned, hereby indemnify, release, and hold Leadership Austin harmless from and against all claims for bodily injuries or damage to property in connection with my participation in Leadership Austin programs, whether or not caused by any negligent act or omission of Leadership Austin or its employees or volunteers. I understand that photos will be taken throughout the year, and I release the use of my likeness and mention of my participation in Leadership Austin for press releases, the website, or other purposes deemed appropriate by Leadership Austin staff.


Participant Signature

9/17/08
Date


Employer Signature/Title/Organization

10-7-08
Date



2008-2009 Essential Class Days

September 12 th – 13 th	Opening Retreat
October 15 th	October Class Day
November 19 th	November Class Day
December 17 th	December Class Day
January 21 st	January Class Day
January 28 th	Alternate Class Day <i>Please hold this date in case of class cancellation because of weather</i>
February 18 th	February Class Day
March 11 th	March Class Day
April 15 th	April Class Day
May 8 th – 9 th	May Retreat



Essential Class Attendance Policy

Purpose:

To recognize the value and to preserve the integrity of the totality of the Leadership Austin Essential Class experience.

Attendance:

- Essential Class members must commit to attend all scheduled retreats and Essential class days.
- Attendance at the opening retreat shall be mandatory. Absence from the retreat, even with a valid reason, shall result in automatic termination from the program. A person who is significantly late to the opening retreat may be considered absent by the Executive Team and subject to elimination from the Essential Class.
- Failure to attend retreats and Essential class days without a valid reason shall be considered by the Executive Team cause to be eliminated from the program.

Absences:

- An Essential Class member may be excused for a valid reason for up to twelve (12) hours of absence without any requirement that the missed time be made up.
- An Essential Class member excused for a valid reason for more than twelve (12) hours but not more than twenty (20) hours shall make up such time in excess of twelve (12) before receiving a certificate of completion of the Essential Class. The plan for the make up of time shall be at the discretion and design of the Executive Team.
- An Essential Class member with absences in excess of twenty (20) hours for a valid reason may be granted permission to graduate by a 2/3 vote of the Board of Directors. The plan for the make up of such time shall be at the discretion and design of the Executive Team.

Definition and Determination:

- The term "a valid reason" when used herein shall be defined to mean personal illness, a death in the family, or other extraordinary circumstances beyond the control of the individual.
- Determination of whether an absence is excused for a valid reason shall be at the discretion of the Executive Team.
- An Essential Class member is invited to submit a written description of the circumstances leading to the accrual of absences in excess of twelve (12) hours for consideration by the Executive Team.

Notification and Documentation:

- Essential Class recruitment materials shall clearly state the requirement for full attendance at the opening retreat and the importance of attendance at all class days and the ending retreat.

Approach

Bring an open mind with you to each Essential Class Day. You will be exposed to important issues and diverse viewpoints. Be willing to examine your current ways of thinking. Respectful Class debate is encouraged and expected!

Class Interaction

Networking with other Essential Class members is an important part of the Leadership Austin experience. We invite you to get to know each member of your Essential Class. You can create opportunities for interaction by arriving early to greet classmates before the beginning of each day and by sitting with different people during each Essential Class Day.

Essential Alumni Association

You are a member of the Leadership Austin Essential Class; upon graduation you will become a Leadership Austin Essential Class alumnus or alumna. Leadership Austin Essential Class alumni may join the Leadership Austin Essential Class Alumni Association by paying annual membership dues and will receive such benefits as access to the members-only section of the website, the Leadership Austin Pipeline e-newsletter, invitations to Leadership Austin's programs, the opportunity to serve on Leadership Austin committees, and more.

Contacts

If you will be late or absent to an Essential Class Day or if you need to discuss an Essential Class issue, please call Angelica Rodriguez, Educational Programs Coordinator, at 499-0435 x 12, or email at arodriguez@leadershipaustin.org.



2009 Essential Class Guidelines

Attendance

The requirement to participate in the Leadership Austin Essential Class is 100% attendance and 110% participation. Only 12 hours of excused absences are allowed to be eligible for normal graduation. Excused absences include illness; death in the family; or other unavoidable, unanticipated emergencies. Late arrivals and early departures during the program days count toward the 12-hour limit. An attendance log is used at each meeting for you to record arrival and departure times. Attendance at the entire September Retreat is mandatory. The board-approved attendance policy is included in this packet.

Dress Code

The dress code is casual and comfortable attire. Team initiatives are scheduled throughout the year. Suits and ties are discouraged!

Phones and Other Business Communication

In order to provide the best value for your Leadership Austin experience, there will be a full agenda for each Essential Class Day. There will not be a scheduled time to check with your office; please arrange your work responsibilities accordingly. Remember that you have made a commitment to Leadership Austin and your acceptance into the Essential Class is based in part on your ability to fully participate. We also appreciate your commitment to not use cell phones during the Essential Class Day, except in case of emergency.

Advance Work

To enhance your participation in each monthly Essential Class Day, you may be assigned "preparatory" work. This advance work is meant to enrich the Essential Class experience by providing information and experiences not possible during the eight-hour class.

Outside Activities

Essential Class members will be asked to participate in various individual and team activities outside the regular Class Days, which are designed to enhance your leadership experiences. Many Leadership Austin Essential Class graduates have reported that some of their most meaningful friendships and learning opportunities came from their out-of-class experiences. These activities will be an important part of the curriculum and your full participation will enrich your Essential Class experience.

- The Attendance Policy shall be included in the notification of admission to the Essential Class.
- Upon acceptance of admission to the Essential Class, each participant, and if applicable his or her immediate supervisor, shall sign a contract acknowledging the commitment to attend all scheduled retreats and Essential class days.
- The Attendance Policy shall be included in the Essential Class notebook, conveyed to all Essential Class members at the opening retreat and reviewed periodically throughout the program year.

Approved by Leadership Austin Board of Directors May 2, 2002.

8 ✓

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

RECEIVED
COUNTY JUDGE'S OFFICE

08 OCT 14 PM 1:32

Voting Session: October 21, 2008

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

B. Requested text: CONSIDER AND TAKE APPROPRIATE ACTION REGARDING LEASE SPACE FOR THE INFORMATION AND TELECOMMUNICATIONS SYSTEMS DEPARTMENT APPLICATIONS DEVELOPMENT TEAM.

C. Approved by: _____
Signature of Commissioner or Judge

II. A. Any backup material to be presented to the court must be submitted with this Agenda Request (Original and eight copies).
B. Please list all of the agencies or officials' names and telephone numbers that might be affected by or involved with this request. Send a copy of this Agenda Request and backup to them:
Roger A. El Khoury, M.S., P.E (44579)
Joe Harlow (49666)
Rodney Rhoades (49106)

III. Required Authorizations: Please check if applicable.
Planning and Budget Office (854-9106)
 Additional funding for any department or for any purpose
 Transfer of existing funds within or between any line item
 Grant
Human Resources Department (854-9165)
 Change in your department's personnel (reorganization, restructuring etc.).
Purchasing Office (854-9700)
 Bid, Purchase Contract, Request for Proposal, Procurement
County Attorney's Office (854-9415)
 Contract, Agreement, Policy & Procedure



FACILITIES MANAGEMENT DEPARTMENT

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

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

MEMORANDUM

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

File: 101

TO: Commissioners Court

VIA: Alicia Perez, Executive Manager, Administrative Operations

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

A handwritten signature in cursive script that reads "Roger A. El Khoury".

DATE: October 13, 2008

SUBJECT: Space Issues for FY09 for Information Telecommunications Systems Dept.

Proposed Motion:

Consider and take appropriate action regarding lease space for the Information and Telecommunications Systems Department Applications Development team.

Summary and Recommendations

During the FY09 budget process, Information and Telecommunications Systems Department's (ITS) initial request was for a total of 11 new FTE. Facilities Management Department (FMD) submitted the initial budget request for space costs for ITS expansion based on this figure. During the space issues presentation to the Commissioners Court on September 2, 2008, FMD explained that if the BEFIT (Auditor's new financial system project) team was assigned to the Rusk Building, then ITS staff would need to be assigned space outside of the Granger Building in order to accommodate ITS's new FTEs, plus relocating two ITS FTEs to provide office space at the Granger Building for two new FTEs for Intergovernmental Relations Office. The lease cost for ITS associated with Rusk assignment to BEFIT was not discussed during the FY09 budget mark-up hearings, since it was not known until the completion of mark-up how many FTE's for ITS would ultimately be approved. FMD was hopeful that more detailed analysis might find a way to solve the FY09 space needs for ITS without having to lease space, possibly by using unoccupied space at the Keith Ruiz Building at the Airport Boulevard Campus. Ultimately Commissioners Court approved four new FTEs for ITS for FY09:

2 FACTS

1 Identity Management project

1 BEFIT project (backfill)

4 Total new FTE for ITS approved for FY09

ITS determined in October that the most appropriate team to move out of the Granger Building is the Applications Development team. This team has 13 FTE currently, and uses the interactive “scrum” workroom during development sessions with their end users. In addition to meeting the space needs of ITS for FY09, moving the Applications Development team out of the Granger would provide the space for the two new intergovernmental relations FTE and also provide space for future growth or flexibility.

ITS rejected the option of trying to move the Applications Development team out of the Central Campus to the Airport Boulevard Campus, because the end users who work closely with this team are primarily within the justice sector and moving away from them would increase costs and decrease productivity.

The only remaining option is to move the Applications Development team to lease space. FMD and ITS have reviewed the space available at 205 West 9th Street and agreed that 4th floor, which is approximately 6,370 rentable square feet, would be acceptable. The existing layout can easily accommodate office space for 13 current staff, “scrum” workroom, conference room, and support space. With minor renovations, the suite has growth room for up to 11 future staff.

Facilities Management Department recommends that the Commissioners Court direct FMD to seek a 3 year lease at 209 W. 9th Street fourth floor for the ITS Applications Development team, with a proposed move-in date of December 1, 2008.

Budgetary and Fiscal Impact:

FY09 cost impact is \$171,329 consisting of

\$ 87,659	Lease for 10 months (Dec 08 – Sep 09), funded from Allocated Reserves
\$ 1,170	ITS phone move, funded from Allocated Reserves
\$ 46,000	ITS connection, cabling, and equipment, funded from CAR Reserves
\$ 6,500	Move costs, funded from Allocated Reserves
\$141,329	Subtotal costs related to lease space for Applications Development team
<u>\$ 30,000</u>	FFE costs for the Identity Management project, funded from CAR Reserves
\$171,329	Total FY09 cost impact

FY10 cost impact is \$108,311 for annual lease cost (Oct. 09 – Sep 10).

FY11 cost impact is \$111,562 for annual lease cost (Oct. 10 – Sep 11).

Background

In October, FMD received revised space needs for the proposed Identity Management Project from Information and Telecommunications Systems Department (ITS). Summary of revised space needs for the ITS Identity Management project are:

- Individual office space for five ITS staff which includes two staff working on the Identity Management project plus the other three staff on the Security team, who all work closely together.

- Space for four to six external contractor team members who would be working on the systems integration tasks for the project, according to information provided recently to ITS from The Burton Group.
- Lab space for one set of equipment racks for “Development” hardware/software mock-up, assuming that the “Production Test” and “Production Live” equipment racks for the new identity management system would either be physically located within the existing Data Center, or be accommodated technologically.
- Location near the existing Data Center.
- Project duration of about 3 years, during which time the project team cannot relocate.

In order to meet these requirements, FMD and ITS agreed that the Identity Management project space must be within the Central Campus and that temporary location for one year within the Rusk Building was not appropriate.

Required Authorizations:

LEGAL: N/A

PURCHASING: N/A

BUDGET: Rodney Rhoades, Executive Manager, PBO

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

RECEIVED
COUNTY JUDGE'S OFFICE

9

Voting Session: October 21, 2008

08 OCT 14 PM 1:32

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

B. Requested text: CONSIDER AND TAKE APPROPRIATE ACTION REGARDING THE ALLOCATION OF SPACE AT 910 LAVACA BUILDING TO BEFIT.

C. Approved by: _____
Signature of Commissioner or Judge

- II. A. Any backup material to be presented to the court must be submitted with this Agenda Request (Original and eight copies).
- B. Please list all of the agencies or officials' names and telephone numbers that might be affected by or involved with this request. Send a copy of this Agenda Request and backup to them:
 - Roger A. El Khoury, M.S., P.E (44579)
 - Susan Spataro (49125)
 - Cyd V. Grimes, CPM (49700)
 - Joe Harlow (49666)
 - Linda Moore Smith (49170)
 - Rodney Rhoades (49106)

- III. Required Authorizations: Please check if applicable.
 - Planning and Budget Office (854-9106)
 - Additional funding for any department or for any purpose
 - Transfer of existing funds within or between any line item
 - Grant
 - Human Resources Department (854-9165)
 - Change in your department's personnel (reorganization, restructuring etc.)
 - Purchasing Office (854-9700)
 - Bid, Purchase Contract, Request for Proposal, Procurement
 - County Attorney's Office (854-9415)
 - Contract, Agreement, Policy & Procedure



FACILITIES MANAGEMENT DEPARTMENT

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

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

MEMORANDUM

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

File: 101

TO: Commissioners Court

VIA: Alicia Perez, Executive Manager Administrative Operations

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

A handwritten signature in cursive script, reading "Roger A. El Khoury", is written over the printed name in the "FROM" field.

DATE: October 13, 2008

SUBJECT: Allocation of Space at 910 Lavaca Building to BEFIT.

Proposed Motion:

Consider and take appropriate action regarding the allocation of space options at 910 Lavaca building to BEFIT.

Summary and Staff Recommendation:

Facilities Management Department (FMD) recommends that Commissioners Court approve the space allocation of the 910 Lavaca (Rusk) Building to the BEFIT project team.

Budgetary and Fiscal Impact:

Funding for the necessary improvements and furnishings at the Rusk Building has been previously approved in the total amount of \$209,938 which includes renovations, security, ITS cabling and equipment, furniture and move.

Background:

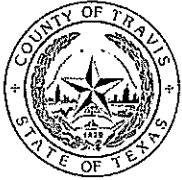
In November 2007, Travis County purchased the property at 910 Lavaca Street. The building size is 7,500 square feet and the total property is about 14,800 square feet with 24 parking spaces. FMD analyzed the potential for 14 different departments and programs to occupy 910 Lavaca Street. The analysis was presented to Commissioners Court on September 2, 2008.

Required Authorizations:

Legal: N/A

Purchasing: N/A

Budget: N/A



TRAVIS COUNTY PURCHASING OFFICE
Cyd V. Grimes, C.P.M., Purchasing Agent

10

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

Approved by: _____

Cyd V. Grimes 10/3/08 *YJB*

Voting Session: Tuesday, October ²¹~~14~~, 2008

REQUESTED ACTION: APPROVE MODIFICATION NO. 5 TO CONTRACT NO. 05T002910J, GENERAL SECURITY SERVICES CORPORATION, FOR ELECTRONIC MONITORING. (PRETRIAL SERVICES, JUVENILE PROBATION, CSCD)

Points of Contact:

Purchasing: Oralia Jones, 854-4204

Department: Juvenile Probation - Sylvia Mendoza, 854-7008, Britt Canary, 854-7541, Estela P. Medina, Chief Juvenile Probation, Pretrial Services - Irma Guerrero, 854-9381, CSCD - Lila Oshatz, 854-7602, Rosie Ramon-Duran, Asst. Director, 854-4608

County Attorney (when applicable): Jim Connolly

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. The contract provides Electronic Monitoring for Pretrial Services, Juvenile Probation and CSCD.

The modification will change the payment address for services rendered by General Security Services Corporation (GSSC). The change is made in accordance with Paragraph 25, of the contract, entitled "Assignability". GSSC will assign payment on all current and future invoices to Wells Fargo.

Modification No. 4 was previously issued to extend the contract for an additional twelve (12) months, from July 19, 2008 through July 18, 2009; added CSCD allowing them to utilize the contract services; and added additional services to the contract. It was approved by the Commissioners Court on July 1, 2008.

Modification No. 3 was previously issued to extend the contract for an additional twelve (12) months, from July 19, 2007 through July 18, 2008. It was approved by the Purchasing Agent on May 8, 2007.

Modification No. 2 was previously issued to add the "in-jail" installation using the BI 9000 electronic monitor provided and installed by the contractor. It was approved by the Purchasing Agent on March 27, 2007.

Modification No. 1 was previously issued to extend the contract for an additional twelve (12) months, from July 19, 2006 through July 18, 2007. It was approved by the Purchasing Agent on May 3, 2006.

➤ **Contract Expenditures:** Within the last 12 months \$59,060.68 has been spent against this contract.

Not applicable

➤ **Funding Information:**

* Purchase Requisition in HTE:

* Funding Account(s) 001-4200-588-6099 (Pretrial Services), 001-4530-593-6099 (Juvenile Probation) and 288-3950-585-6099 (CSCD).

Comments: A purchase order will be issued monthly for the number of electronic monitor units used.

➤ **Statutory Verification of Funding:**

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

From: Jim Connolly
To: Mike Crawford
Date: 9/9/2008 4:25 PM
Subject: Fwd: Re: General Security #05T002910J

CC: Lolly Jones; Tristan Whitmire

Well, as I stated in my e-mail of April 4, my boss John Hille and I discussed this matter back then and did not think that an assignment was legally required. But that certainly does not mean that you can't do one. Purchasing could prepare a modification reflecting that the vendor agrees that all payments to be made to the vendor on or after a certain date (or for services rendered on or after a certain date) are assigned to Wells Fargo Bank and should be delivered to them, etc., etc., etc..

>>> Mike Crawford 09/02/08 4:58 PM >>>

Yes we have made payments, however, I have a letter from Wells Fargo and it looks like it should be an assignment that goes thru Commissioners Court.

Mike

>>> Jim Connolly 8/28/2008 3:45 PM >>>

It's been nearly six months since this started. Have we not made any payments in the last six months?

>>> Mike Crawford 08/28/08 3:31 PM >>>

Jim,

We have an assignment issue with the vendor named above. According to the contract, assignments must go before Commissioners Court. We have a pending payment and need to know as soon as possible so that Lolly can put thru a modification and contact the vendor.

Thanks,
Mike

>>> Lolly Jones 8/28/2008 7:22 AM >>>

Honestly, I did not hear back from Jim on the assignment. You want to send him an email?

>>> Mike Crawford 8/27/2008 4:26 PM >>>

Lolly,

Just checking. Did you ever hear anything else from Jim on this assignment? Did this ever go to court for a mod?

Mike

>>> Jim Connolly 4/4/2008 8:28 AM >>>

Jose,

Before talking to Lolly, I discussed the Wells Fargo/GSSC situation with John Hille. He told me that an assignment of the contract was not required and that you, Jose, had handled these situations before and would know how to deal with this. I handled a similar situation several years ago (for Compliance Consortium Corp, I think), but I couldn't find any e-mails, etc. to remind me exactly how we handled it. Our thinking is that this does not require any additional assignment (beyond the assignment that that Wells Fargo and GSSC have already executed). However, as I recall, the contract does state that GSSC may not assign payments without the County's consent (although, legally, the County may not have the right to prevent the assignment). I will talk to Daniel to see how the Co-Com situation was handled.

Thanks.

Jim

>>> Jose Palacios 04/04/08 7:40 AM >>>

Lolly,

NO, any assignments that deal with contracts need action to be taken by Purchasing and/or County Attorney. Refer to the contract clause regarding assignments of payments.

The Auditor's office does not take any action on assignments unless they are confirmed by Purchasing and/or County Attorney.

If we receive a letter, we will hold payment until confirmation. I don't know if you got in the situation with Co-Com, but we definitely do not want to get blamed for sending payments to wrong vendors.

Have Jim Connolly speak to Daniel Bradford who assisted us with Co-Com.

Thanks,

Jose' Palacios
Chief Asst. County Auditor-Disb.
Travis County Auditor's Office
(512) 854-9131

>>> Mike Crawford 4/3/2008 10:22 AM >>>
Any thoughts on this one? You may not have had a chance to get to this email.

>>> Lolly Jones 3/28/2008 1:07 PM >>>
Mike,
You might want to run this issue by Jose when he returns. I spoke to Jim Connolly/County Attorney, about this and also sent him a copy of Wells Fargo letter. This may be something your office can begin doing, issuing checks to Wells Fargo without a contract modification. I understand your office may have done this before. I know Jose is out this week, but please discuss this with him upon his return.

In a meeting we had with GSSC on Wednesday of this week, Mr. Steve Leopald confirmed that they wanted their checks to go to Wells Fargo bank.

Thank you.

>>> Mike Crawford 3/18/2008 10:01 AM >>>
I attached the letter and will send it interoffice also. We'll hold payments going forward until this is cleared up.

Mike

>>> Lolly Jones 3/18/2008 9:28 AM >>>
Hi Mike,
No, I have not rec'd anything from the contractor and/or bank requesting a change. Will you send or fax a copy of the notice letter you received so I can review it and take appropriate action? Thank you.

>>> Mike Crawford 3/18/2008 9:25 AM >>>
Lolly,

I just received a letter from Wells Fargo Business Credit concerning an assignment of payments for this contractor. Looks like we need a mod for an assignment per the contract, section 25.1. Is there a mod being put thru for this assignment?

Mike



Wells Fargo Business Credit
MAC T2673-090
2010 Corporate Ridge, Suite 900
McLean, VA 22102-7853
703-462-2311 Phone
703-462-2324 Fax

RECEIVED

2008 MAR 14 AM 10:51

TRAVIS COUNTY
AUDITORS OFFICE

Contract #
QSTQQZ910J

March 10, 2008

Travis County Treasurer
P.O. Box 1748
Austin, TX 78767

RECEIVED

MAR 14 2008

Travis County Treasurer
Dolores Ortega Carter

RE: General Security Services Corp.

Accounts Payable,

This is in regards to the enclosed check copy we received directly from General Security Services Corp. Please note that all payments for the benefit of General Security Services Corp. need to come directly to Wells Fargo Business Credit at the following address:

Wells Fargo Business Credit
P.O. Box 823280
Philadelphia, PA 19182-3280

I have enclosed a Notice of Assignment along with a copy of your recent check that was sent to General Security Services Corp.

If you have any questions please give me a call.

Regards,

Marlo Lincoln
Factoring Relationship Associate
703-462-2311

RECEIVED
TRAVIS COUNTY
2008 MAR 18 PM 4:26
PURCHASING
OFFICE

Enclosures

Wells Fargo Business Credit
2010 Corporate Ridge, Suite 900
McLean, VA 22102-7853
703 462-2300
703 462-2324 Fax



RECEIVED

2008 MAR 14 AM 10: 51

TRAVIS COUNTY
AUDITORS OFFICE

March 10, 2008

Travis County Pretrail Service
P.O. Box 1748
Austin, TX 78767

ATTN: Accounts Payable Manager

RE: General Security Services Corporation **Notice of Assignment of Accounts**
9110 Meadowview Road
Minneapolis, MN 55425

Dear Accounts Payable Manager:

The undersigned company has entered into a Financing Agreement with Wells Fargo Bank, National Association through its Wells Fargo Business Credit operating division and has **ASSIGNED all Accounts Receivable and SOLD Certain Accounts Receivable** due from your company to Wells Fargo Business Credit. Therefore, we wish to inform you that payment on all current and future invoices should be **made payable to and issued directly to:**

If Mailed:

Wells Fargo Business Credit
PO Box 823280
Philadelphia, PA 19182-3280

If Wired:

Wells Fargo Bank, N.A.
San Francisco, CA
ABA: 121000248
Beneficiary: Wells Fargo Business Credit
Account #: 4121281877
(888) 384-8400

The assignment of accounts has been duly recorded under the laws of the state where General Security Services Corporation is located under the Uniform Commercial Code. Please make the proper notations on your books and records, acknowledge the terms and conditions of this Notice, and agree that there are and will be no offsets affecting any amount due by **signing this Notice and returning it to Wells Fargo Business Credit** in the enclosed postage paid return envelope. Please keep a copy for your records. Please take notice that pursuant to the Uniform Commercial Code, payment to any party other than Wells Fargo Business Credit WILL NOT discharge your legal obligation to pay Wells Fargo Business Credit whether you sign this notice or not.

If there are questions regarding your billings, please call the Credit Manager listed below at Wells Fargo Business Credit, Inc. This Notice and the instructions contained herein remain in full force and effect until you are notified by Wells Fargo Business Credit in writing to the contrary.

Sincerely,

Ethan Loufield
Relationship Manager II
(703)462-2313

General Security Services
Corporation

Travis County Pretrail
Service

Title: _____

MODIFICATION OF CONTRACT NUMBER: 05T002910J, Electronic Monitoring PAGE 1 OF 3 PAGES

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: Oralia Jones TEL NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: September 30, 2008
---	---	---

ISSUED TO: General Security Services Corporation Attn: Mr. Whitney Miller 9110 Meadowview Road Minneapolis, MN 55425	MODIFICATION NO.: 5	EXECUTED DATE OF ORIGINAL CONTRACT: July 19, 2005
--	-------------------------------	---

ORIGINAL CONTRACT TERM DATES: July 19, 2005 through July 18, 2006 CURRENT CONTRACT TERM DATES: July 19, 2008 through July 18, 2009

FOR TRAVIS COUNTY INTERNAL USE ONLY:

Original Contract Amount: \$ N/A Current Modified Amount \$ N/A

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 purpose of this modification is to change the payment address for services rendered by General Security Services Corporation, per letter received from Marlo Lincoln, and the Notice of Assignment of Accounts, both dated March 10, 2008. The change is made in accordance with Paragraph 25, of the contract, entitled "Assignability".

- Paragraph 25, entitled "Assignability" states: "Neither party may assign any of the rights or duties created by this Contract without prior written approval of the other party. It is acknowledged by CONTRACTOR that no officer, agent, employee or representative of COUNTY has any authority to assign any part of this Contract unless expressly granted that authority by the Commissioners Court".
- Reference letter dated March 10, 2008 signed by Marlo Lincoln/Wells Fargo (shown as Attachment E), and, the attached Notice of Assignment of Accounts dated March 10, 2008, signed by Ethan Loufield/Wells Fargo, and, Whitney Miller/General Security Services Corporation (shown as Attachment F), which has been recorded under the laws of the state where General Security Services Corporations is located under the Uniform Commercial Code, which assigns payment on all current and future invoices made payable to and issued to Wells Fargo.
- Payment address has changed to read as follows:

**Wells Fargo Business Credit
PO Box 823280
Philadelphia, PA 19182-3280**

Note to Vendor:

Complete and execute (sign) your portion of the signature block section below for all copies and return all signed copies to Travis County.

DO NOT execute and return to Travis County. Retain for your records.

LEGAL BUSINESS NAME: General Security Services Corporation

BY: Whitney Miller
SIGNATURE

BY: Whitney Miller
PRINT NAME

TITLE: President
ITS DULY AUTHORIZED AGENT

DBA
 CORPORATION
 OTHER

DATE:
9/30/08

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

DATE:
10/3/08

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

DATE:

ATTACHMENT E

Wells Fargo Business Credit
MAC T2673-090
2010 Corporate Ridge, Suite 900
McLean, VA 22102-7853
703-462-2311 Phone
703-462-2324 Fax

RECEIVED

2008 MAR 14 AM 10: 51

TRAVIS COUNTY
AUDITORS OFFICE

Contract #
K-5T682910J

March 10, 2008

RECEIVED

MAR 14 2008

Travis County Treasurer
Dolores Ortega Carter

Travis County Treasurer
P.O. Box 1748
Austin, TX 78767

RF: General Security Services Corp.

Accounts Payable,

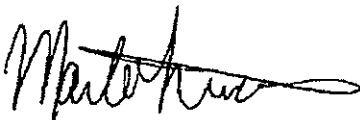
This is in regards to the enclosed check copy we received directly from General Security Services Corp. Please note that all payments for the benefit of General Security Services Corp. need to come directly to Wells Fargo Business Credit at the following address:

Wells Fargo Business Credit
P.O. Box 823280
Philadelphia, PA 19182-3280

I have enclosed a Notice of Assignment along with a copy of your recent check that was sent to General Security Services Corp.

If you have any questions please give me a call.

Regards,



Marlo Lincoln
Factoring Relationship Associate
703-462-2311

Enclosures

ATTACHMENT F

Wells Fargo Business Credit
2010 Corporate Ridge, Suite 900
McLean, VA 22102-7853
703 462-2300
703 462-2324 Fax



RECEIVED

2008 MAR 14 AM 10:51

TRAVIS COUNTY
AUDITORS OFFICE

March 10, 2008

Travis County Pretrail Service
P.O. Box 1748
Austin, TX 78767

ATTN: Accounts Payable Manager

RE: General Security Services Corporation Notice of Assignment of Accounts
9110 Meadowview Road
Minneapolis, MN 55425

Dear Accounts Payable Manager:

The undersigned company has entered into a Financing Agreement with Wells Fargo Bank, National Association through its Wells Fargo Business Credit operating division and has **ASSIGNED all Accounts Receivable and SOLD Certain Accounts Receivable** due from your company to Wells Fargo Business Credit. Therefore, we wish to inform you that payment on all current and future invoices should be **made payable to and issued directly to:**

If Mailed:

Wells Fargo Business Credit
PO Box 823280
Philadelphia, PA 19182-3280

If Wired:

Wells Fargo Bank, N.A.
San Francisco, CA
ABA: 121000248
Beneficiary: Wells Fargo Business Credit
Account #: 4121281877
(888) 384-8400

The assignment of accounts has been duly recorded under the laws of the state where General Security Services Corporation is located under the Uniform Commercial Code. Please make the proper notations on your books and records, acknowledge the terms and conditions of this Notice, and agree that there are and will be no offsets affecting any amount due by **signing this Notice and returning it to Wells Fargo Business Credit** in the enclosed postage paid return envelope. Please keep a copy for your records. Please take notice that pursuant to the Uniform Commercial Code, payment to any party other than Wells Fargo Business Credit WILL NOT discharge your legal obligation to pay Wells Fargo Business Credit whether you sign this notice or not.

If there are questions regarding your billings, please call the Credit Manager listed below at Wells Fargo Business Credit, Inc. This Notice and the instructions contained herein remain in full force and effect until you are notified by Wells Fargo Business Credit in writing to the contrary.

Sincerely,

Ethan Loufield
Relationship Manager II
(703)462-2313

General Security Services
Corporation

Travis County Pretrail-
Service Judge
Title: _____

GR1500/CONTSTAT0J
 10/01/08
 14:46:05

Travis County Purchasing Office
 Contract (05T002910J) Expenditures
 Expires: 20090718

VENDOR NUMBER	PURCHASE ORDER NUMBER	CHG ORD NO.	BUYER CODE	CONTRACT NUMBER	CONTRACT DESCRIPTION	PRETRIAL, JUVENILE & CSCD	Order Date	Total
45525	377515		SYS	05T002910J	ELECTRONIC MONITORING	PRETRIAL, JUVENILE & CSCD	20071010	4021.4400
45525	379284		SYS	05T002910J	ELECTRONIC MONITORING	PRETRIAL, JUVENILE & CSCD	20071020	326.6000
45525	380886		SYS	05T002910J	ELECTRONIC MONITORING	PRETRIAL, JUVENILE & CSCD	20071121	4271.3600
45525	381119		SYS	05T002910J	ELECTRONIC MONITORING	PRETRIAL, JUVENILE & CSCD	20071127	312.4000
45525	383791		SYS	05T002910J	ELECTRONIC MONITORING	PRETRIAL, JUVENILE & CSCD	20080103	4623.5200
45525	384288		SYS	05T002910J	ELECTRONIC MONITORING	PRETRIAL, JUVENILE & CSCD	20080110	4816.6400
45525	384562		SYS	05T002910J	ELECTRONIC MONITORING	PRETRIAL, JUVENILE & CSCD	20080114	783.8400
45525	386896		SYS	05T002910J	ELECTRONIC MONITORING	PRETRIAL, JUVENILE & CSCD	20080213	4742.8000
45525	389385		SYS	05T002910J	ELECTRONIC MONITORING	PRETRIAL, JUVENILE & CSCD	20080319	3987.3600
45525	389836		SYS	05T002910J	ELECTRONIC MONITORING	PRETRIAL, JUVENILE & CSCD	20080325	380.5600
45525	390365		SYS	05T002910J	ELECTRONIC MONITORING	PRETRIAL, JUVENILE & CSCD	20080402	408.9600
45525	391442		SYS	05T002910J	ELECTRONIC MONITORING	PRETRIAL, JUVENILE & CSCD	20080417	3910.6800
45525	392922		SYS	05T002910J	ELECTRONIC MONITORING	PRETRIAL, JUVENILE & CSCD	20080508	3368.2400
45525	395669		SYS	05T002910J	ELECTRONIC MONITORING	PRETRIAL, JUVENILE & CSCD	20080617	985.4800
45525	395736		SYS	05T002910J	ELECTRONIC MONITORING	PRETRIAL, JUVENILE & CSCD	20080618	3606.8000
45525	397175		SYS	05T002910J	ELECTRONIC MONITORING	PRETRIAL, JUVENILE & CSCD	20080710	3941.9200
45525	398890		SYS	05T002910J	ELECTRONIC MONITORING	PRETRIAL, JUVENILE & CSCD	20080804	471.4400
45525	400038		SYS	05T002910J	ELECTRONIC MONITORING	PRETRIAL, JUVENILE & CSCD	20080819	4100.9600
45525	400160		SYS	05T002910J	ELECTRONIC MONITORING	PRETRIAL, JUVENILE & CSCD	20080821	147.6800
45525	400160		SYS	05T002910J	ELECTRONIC MONITORING	PRETRIAL, JUVENILE & CSCD	20080821	72.0000
45525	400836		SYS	05T002910J	ELECTRONIC MONITORING	PRETRIAL, JUVENILE & CSCD	20080821	28.0000
45525	401654		SYS	05T002910J	ELECTRONIC MONITORING	PRETRIAL, JUVENILE & CSCD	20080902	462.9200
45525	402159		SYS	05T002910J	ELECTRONIC MONITORING	PRETRIAL, JUVENILE & CSCD	20080909	292.5200
45525	402234		SYS	05T002910J	ELECTRONIC MONITORING	PRETRIAL, JUVENILE & CSCD	20080915	4873.4400
45525	402234		SYS	05T002910J	ELECTRONIC MONITORING	PRETRIAL, JUVENILE & CSCD	20080915	1005.3600
45525	402234		SYS	05T002910J	ELECTRONIC MONITORING	PRETRIAL, JUVENILE & CSCD	20080915	822.0000
45525	402298		SYS	05T002910J	ELECTRONIC MONITORING	PRETRIAL, JUVENILE & CSCD	20080915	217.0000
45525	402298		SYS	05T002910J	ELECTRONIC MONITORING	PRETRIAL, JUVENILE & CSCD	20080916	1033.7600
45525	402298		SYS	05T002910J	ELECTRONIC MONITORING	PRETRIAL, JUVENILE & CSCD	20080916	786.0000
					PRETRIAL, JUVENILE & CSCD		20080916	259.0000
							SUM	59,060.6800

SUM 59,060.6800



TRAVIS COUNTY PURCHASING OFFICE

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

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

11

Approved by: _____

Cyd V. Grimes 10/15/08

Voting Session: Tuesday, October 21, 2008

REQUESTED ACTION: APPROVE MODIFICATION NO. 2 TO CONTRACT 07T00258DR, AUSTIN CRUSHED STONE, FOR FLEXIBLE BASE MATERIALS. (TNR)

Points of Contact:

Purchasing: Donald Rollack, 854-9700

Department: Christina Jensen, 854-9383; Joseph Gieselman, Executive Manager, TNR, 854-9383

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.

This contract provides flexible base materials for maintenance and construction of Travis County roads.

The Purchasing Office received a request for a cost increase from Austin Crushed Stone on August 22, 2008, and forwarded the request to TNR. Pursuant to Special Provisions, Paragraph 4, Price Escalation, TNR is requesting that Austin Crushed Stone's contract be modified to a 20% increase in Material cost and a 15% increase in Hauling charges per grid.

These costs are requested due to industry wide increases in fuel and fuel related products.

Modification No. 1, signed by the Purchasing Agent on May 12, 2008, extended the contract for an additional twelve months through August 2, 2009.

Contract Expenditures: Within the last 13 months \$635,643.12 has been spent against this contract.

Not applicable

➤ **Contract Modification Information:**

Modification Amount: \$125,000.00

Modification Type: NA

Modification Period: NA

Modification Period: NA

➤ **Statutory Verification of Funding:**

- * Purchase Requisition in HTE
- * Contract Verification Fund Forms: Verified _____ Not Verified _____ by Auditor
- Funding Account(s) 099-4941-621-3063 and 099-4941-621-6014
- Comments: * Requisitions will be entered as services are required.

- At least one of these must be included

RECEIVED
TRAVIS COUNTY

2008 SEP 24 PM 3:14



TRANSPORTATION AND NATURAL RESOURCES
JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

PURCHASING
OFFICE

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

September 23, 2008

MEMORANDUM

TO: Cyd Grimes, County Purchasing Agent

FROM: Joseph P. Gieselman, Executive Manager

SUBJECT: Contract Modification – 07T00258DR – Flexible Base Materials Type 1

TNR is requesting that the above referenced contract be modified to allow for an approximately 20% increase in materials and a 15% price increase for hauling. TNR is satisfied that the request is in accordance with contract provisions Part V, Item 4 – Economic Adjustment. Based on the quantities ordered in the last 12 month period, the overall effect would be approximately a \$125,000 increase.

The commodity/sub-commodity code for Flexible Base is 750/052 and the commodity/sub-commodity code for delivery is 962/039. The budget line items are 099-4941-621-3063 and 099-4941-621-6014.

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

Handwritten initials, possibly "CJ", in the left margin.

CJ:JPG:cj
Contract File

Account Balance Inquiry

Account number : 99-4941-621.30-63
Fund : 099 ROAD & BRIDGE FUND
Department : 49 TNR (TRANS & NATRL RESRC)
Division : 41 ROAD & BRIDGE MAINTENANCE
Activity basic : 62 INFRA-ENV SCVS (TRNS&RDS)
Sub activity : 1 TNR (TRANS & NATRL RESRC)
Element : 30 OPERATG SUPPLIES, RP&E, NC
Object : 63 ROAD MATERIALS/ASPHALTIC

Original budget : 2,380,871

Actual expenditures - current . . : 111,377.43-

Actual expenditures - ytd : .00

Unposted expenditures : .00

Encumbered amount : 92,889.69

Unposted encumbrances : .00

Pre-encumbrance amount : 154,418.00

Total expenditures & encumbrances: 135,930.26 5.7%

Unencumbered balance : 2,244,940.74 94.3

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

Account Balance Inquiry

Account number : 99-4941-621.60-14
Fund : 099 ROAD & BRIDGE FUND
Department : 49 TNR (TRANS & NATRL RESRC)
Division : 41 ROAD & BRIDGE MAINTENANCE
Activity basic : 62 INFRA-ENV SCVS (TRNS&RDS)
Sub activity : 1 TNR (TRANS & NATRL RESRC)
Element : 60 OTHER PURCHASED SERVICES
Object : 14 TRANSPORT SERVICES

Original budget : 909,750

Actual expenditures - current : .00
Actual expenditures - ytd : .00
Unposted expenditures : .00
Encumbered amount : .00
Unposted encumbrances : .00
Pre-encumbrance amount : 155,695.00
Total expenditures & encumbrances: 155,695.00 17.1%
Unencumbered balance : 754,055.00 82.9

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

MODIFICATION OF CONTRACT NUMBER: <u>07T00258DR Flexible Base Materials</u> PAGE 1 OF <u>3</u> PAGES		
ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: Donald Rollack TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: September 25, 2008
ISSUED TO: Austin Crushed Stone. Attn: Odeen Hibbs P.O. Box 14332 Austin, Texas 78761	MODIFICATION NO.: 2	EXECUTED DATE OF ORIGINAL CONTRACT: July 3, 2007
ORIGINAL CONTRACT TERM DATES: August 3, 2007 through August 2, 2008		CURRENT CONTRACT TERM DATES: August 3, 2008 through August 2, 2009
FOR TRAVIS COUNTY INTERNAL USE ONLY: Original Contract Amount: \$ _____ Current Modified Amount \$ _____		
DESCRIPTION OF CHANGES: Pursuant to Special Provisions, Paragraph 4, Price Escalation: The contract is modified per attached.		
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>AUSTIN CRUSHED STONE</u>		<input type="checkbox"/> DBA <input checked="" type="checkbox"/> CORPORATION <input type="checkbox"/> OTHER
BY: <u>[Signature]</u> SIGNATURE	BY: <u>ODEEN HIBBS</u> PRINT NAME	DATE: <u>10/1/08</u>
TITLE: <u>PRESIDENT</u> ITS DULY AUTHORIZED AGENT		
TRAVIS COUNTY, TEXAS BY: <u>[Signature]</u> CYD V. GIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT		DATE: <u>10/10/08</u>
TRAVIS COUNTY, TEXAS BY: _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE		DATE:

ITEM	OLD PRICE	NEW PRICE	ITEM	OLD PRICE	NEW PRICE
MATERIAL- WEST ZONE	\$6.00	\$ 7.20	MATERIAL- EAST ZONE	\$6.00	\$7.20
GRID 6	\$6.20	\$7.13	GRID 7	\$6.20	\$7.13
GRID 8	\$5.40	\$6.362	GRID 9	\$5.34	\$6.141
GRID 14	\$6.20	\$7.13	GRID 15	\$6.51	\$7.486
Grid 16	\$4.96	\$5.704	Grid 17	\$4.96	\$5.7804
Grid 27	\$6.00	\$6.90	Grid 28	\$5.51	\$6.336
GRID 29	\$5.22	\$6.003	GRID 30	\$4.78	\$5.497
GRID 31	\$4.20	\$4.83	GRID 32	\$3.66	\$4.209
GRID 33	\$3.03	\$3.484	GRID 41	\$4.96	\$5.704
GRID 42	\$5.87	\$6.75	GRID 43	\$6.44	\$7.406
GRID 44	\$4.78	\$5.497	GRID 45	\$4.53	\$5.209
GRID 46	\$4.29	\$4.933	GRID 47	\$3.92	\$4.508
GRID 48	\$3.65	\$4.197	GRID 49	\$2.65	\$3.047
GRID 50	\$3.03	\$3.484	GRID 51	\$2.65	\$3.047
GRID 58	\$4.96	\$5.704	GRID 59	\$5.35	\$6.152
GRID 60	\$5.87	\$6.75	GRID 61	\$6.51	\$7.48
GRID 62	\$5.76	\$6.624	GRID 63	\$5.22	\$6.003
GRID 64	\$4.69	\$5.5.393	GRID 65	\$3.65	\$4.197
GRID 66	\$4.20	\$4.83	GRID 67	\$3.65	\$4.197
GRID 68	\$3.03	\$3.484	GRID 69	\$2.81	\$3.231
GRID 78	\$5.76	\$6.624	GRID 79	\$5.76	\$6.624
GRID 80	\$6.26	\$7.199	GRID 81	\$6.51	\$7.486
GRID 82	\$5.87	\$6.75	GRID 83	\$5.22	\$6.003
GRID 84	\$5.22	\$6.003	GRID 85	\$5.08	\$5.842
GRID 86	\$4.96	\$5.704	GRID 87	\$4.20	\$4.83
GRID 88	\$4.69	\$5.393	GRID 89	\$3.96	\$4.554
GRID 98	\$6.26	\$7.199	GRID 99	\$6.78	\$7.797
GRID 100	\$5.87	\$6.75	GRID 101	\$6.26	\$7.199
GRID 102	\$5.76	\$6.624	GRID 103	\$5.76	\$ 6.625
GRID 104	\$6.00	\$6.90	GRID 105	\$6.00	\$6.90
GRID 106	\$5.22	\$6.003	GRID 107	\$5.08	\$5.842
GRID 108	\$4.20	\$4.83	GRID 118	\$7.27	\$8.36
GRID 119	\$7.52	\$8.36	GRID 120	\$6.78	\$7.797
GRID 121	\$6.44	\$7.406	GRID 122	\$6.51	\$7.486
GRID 123	\$6.12	\$7.038	GRID 124	\$5.58	\$6.417
GRID 125	\$5.22	\$6.003	GRID 126	\$4.96	\$5.704
GRID 127	\$4.78	\$5.497	GRID 138	\$7.52	\$8.648
GRID 139	\$7.01	\$8.061	GRID 140	\$6.51	\$7.486
GRID 141	\$5.88	\$6.762	GRID 142	\$5.44	\$6.256
GRID 143	\$5.11	\$5.876	GRID 144	\$5.29	\$6.083
GRID 155	\$6.69	\$7.693	GRID 156	\$6.34	\$7.291
GRID 157	\$5.88	\$6.762	GRID 158	\$4.76	\$5.474
GRID 159	\$4.76	\$5.474	GRID 169	\$6.13	\$7.049
GRID 170	\$3.71	\$4.266	GRID 171	\$3.71	\$4.266
GRID 180	\$3.71	\$4.266	GRID 181	\$3.71	\$2.266
GRID 52	\$2.85	\$3.277	GRID 53	\$3.19	\$3.668
GRID 54	\$4.38	\$5.037	GRID 55	\$4.88	\$5.612
GRID 56	\$5.08	\$5.842	GRID 57	\$5.34	\$6.141
GRID 70	\$3.19	\$3.668	GRID 71	\$3.78	\$4.347

ITEM	OLD PRICE	NEW PRICE	ITEM	OLD PRICE	NEW PRICE
GRID 72	\$4.20	\$4.83	GRID 73	\$5.48	\$6.302
GRID 74	\$5.87	\$6.75	GRID 75	\$6.12	\$7.038
GRID 76	\$6.121	\$7.038	GRID 90	\$3.78	\$4.347
GRID 91	\$4.38	\$5.037	GRID 92	\$5.34	\$6.141
GRID 93	\$4.69	\$5.393	GRID 94	\$6.00	\$6.90
GRID 95	\$6.44	\$7.406	GRID 96	\$6.44	\$7.406
GRID 109	\$4.20	\$4.83	GRID 110	\$4.38	\$5.037
GRID 111	\$4.69	\$5.393	GRID 112	\$5.22	\$6.003
GRID 113	\$5.48	\$6.302	GRID 114	\$6.39	\$7.348
GRID 115	\$6.63	\$7.624	GRID 116	\$6.63	\$7.624
GRID 128	\$4.96	\$5.704	GRID 129	\$4.96	\$5.704
GRID 130	\$5.76	\$6.624	GRID 131	\$6.23	\$7.164
GRID 132	\$6.67	\$7.67	GRID 133	\$6.74	\$7.751
GRID 134	\$7.00	\$8.05	GRID 145	\$5.87	\$6.76
GRID 146	\$5.22	\$6.003	GRID 147	\$5.76	\$6.624
GRID 148	\$6.00	\$6.90	GRID 149	\$6.00	\$6.90
GRID 150	\$6.44	\$7.406	GRID 151	\$6.78	\$7.797
GRID 160	\$3.93	\$4.519	GRID 161	\$4.46	\$5.129
GRID 162	\$5.54	\$6.371	GRID 163	\$6.12	\$7.038
GRID 164	\$6.26	\$7.199	GRID 165	\$6.51	\$7.486
GRID 166	\$7.01	\$8.061	GRID 167	\$7.01	\$8.061
GRID 172	\$3.93	\$4.519	GRID 173	\$4.24	\$4.876
GRID 174	\$5.29	\$6.083	GRID 175	\$6.12	\$7.038
GRID 176	\$6.51	\$7.486	GRID 177	\$6.78	\$7.797
GRID 182	\$3.71	\$4.266	GRID 183	\$3.71	\$4.266
GRID 184	\$4.24	\$4.876	GRID 185	\$5.54	\$6.371
GRID 186	\$5.54	\$6.371	GRID 188	\$3.71	\$4.266
GRID 189	\$3.93	\$5.519	GRID 190	\$5.29	\$6.083
GRID 191	\$5.29	\$6.083			



TRAVIS COUNTY PURCHASING OFFICE

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

314 W. 11th Street, Room 400 Austin, Texas 78701 (512) 854-9700 Fax (512) 854-9188

12

Approved by: _____

Cyd V. Grimes 10/10/08

Voting Session: Tuesday, October 21, 2008

REQUESTED ACTION: APPROVE CONTRACT AWARD FOR CONCENTRATED ORGANIC GROWTH MEDIUM, IFB #B090016-LD, TO THE SOLE BIDDER, UAP PROFESSIONAL PRODUCTS. (TNR)

Points of Contact:

Purchasing: Loren Breland, 854-4854

Department: TNR, Joe Gieselman, Executive Manager, Isabelle Lopez, 854-9383

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.

On September 8, 2008, IFB #B0090016-LD was issued to 2 vendors. This bid is for the provision of Tomco-Harwell Industries Concentrated Organic Growth Medium #604. This growth medium is specifically prescribed for use on athletic fields by the Turf Management Policy. Tomco-Harwell is the only manufacturer for this growth medium and is only available through their authorized distributors. There are only 2 Tomco-Harwell authorized distributors in our area, UAP Professional Products and Estes, Inc. Estes, Inc. did not respond to the bid.

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

Not applicable

➤ **Contract-Related Information:**

Award Amount: \$36,001.00

Contract Type: One Time Purchase

Contract Period:

➤ **Contract Modification Information:**

Modification Amount: \$0.00

Modification Type: N/A

Modification Period:

➤ **Solicitation-Related Information:**

Solicitations Sent: 2

Responses Received: 1

HUB Information:

% 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 446078 in H.T.E.

Funding Account(s): 001-4945-631-3043

Comments:

➤ **Statutory Verification of Funding:**

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

➤ APPROVED ()

DISAPPROVED ()

BY COMMISSIONERS COURT ON:

DATE

COUNTY JUDGE

TRANSPORTATION AND NATURAL RESOURCES
JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street
Executive Office Building, 11th Floor
PO Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4697



RECEIVED
TRAVIS COUNTY
30th OCT -9 AM 9:05
PURCHASING
OFFICE

October 3, 2008

MEMORANDUM

TO: Cyd Grimes, Purchasing Agent

FROM: Joseph P. Gieselman, Executive Manager

SUBJECT: Place item on the Commissioners' Court Agenda to Award a Contract for the Purchase of Concentrated Organic Growth Medium – Bid B090016-LD

TNR has reviewed the bid received for the above referenced item and recommends contract award to UAP Professional Products the apparent sole bidder for the purchase of concentrated organic growth medium to be used at Northeast Metro and Southeast Metro as prescribed for under the Turf Management Policy.

The required funds are encumbered under requisition number **446078**, commodity/sub-commodity **335/072**, account number **001-4945-631-3043**.

If you have any questions or require additional information please contact Kurt Nielsen, District Park Manager at 854-7218.

IL:JPG:il

cc: *CMW* Mike Crawford, County Auditor's Office
Loren Breland, Purchasing
Kurt Nielsen, TNR

UAP professional products

Bid Contact **Michael d Hess**
mike.hess@uap.com
Ph 972-831-9000
Fax 972-831-9005

Address **6000 Riverside**
Irving, TX 75039

Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch. Docs
B090016-LD-1-01	Concentrated Organic Growth Medium	Supplier Product Code:	First Offer - \$1,285.75	28 / ton	\$36,001.00	Y
Vendor Total					\$36,001.00	

TRAVIS COUNTY

10/09/08

Fiscal Year 2008

Account Balance Inquiry

11:18:33

Account number : 1-4945-631.30-43
Fund : 001 GENERAL FUND
Department : 49 TNR (TRANS & NATRL RESRC)
Division : 45 PARK SERVICES
Activity basic : 63 COMM-ECON DEV (PKS & REC)
Sub activity : 1 PITD (PARKS)
Element : 30 OPERATG, SUPPLIES, RP&E
Object : 43 YARDS, GROUND, AG EQ/SUPP

Original budget : 220,589
Revised budget : 169,661 09/22/2008
Actual expenditures - current . . . : 23,014.08
Actual expenditures - ytd : 78,568.29
Unposted expenditures : .00
Encumbered amount : 30,139.10
Unposted encumbrances : .00
Pre-encumbrance amount : .00
Total expenditures & encumbrances: 131,721.47 77.6%
Unencumbered balance : 37,939.53 22.4

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

TRAVIS COUNTY
Purchase Requisition

10/09/08
11:18:50

Number : 0000446078
Type : 1 PURCHASE REQUISITION
Status : AUDITOR APPROVAL
Reason : ROUTINE
By : ANTHONY WALLACE 854-4630
Date : 7/28/08
Vendor : 18316 ESTES INC
Contract nbr :
Ship to : AI AS INDICATED BELOW
Deliver by date : 7/29/08
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	23130.00	DOL	THI-CONCENTRATED ORGANIC GROWTH MEDIUM #604 (18) EA 2000 BAGS, \$1285, TWO SEPARATE SHIPMENTS OF 18,000 LBS EACH TO NE METRO BOTH SHIPMENTS UPON
			Total: 36180.00 +

COMMENTS EXIST

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

F9=Print



TRAVIS COUNTY PURCHASING OFFICE

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

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

13

Approved by: _____

Cyd V. Grimes 10/10/08

Voting Session: Tuesday, October 21, 2008

REQUESTED ACTION: DECLARE CERTAIN VEHICLES AND EQUIPMENT AS SURPLUS PROPERTY AND SELL AT PUBLIC AUCTION PURSUANT TO SECTION 263.151 OF THE TEXAS LOCAL GOVERNMENT CODE. (FIXED ASSETS)

Points of Contact:

Purchasing: Ron Dube, Fixed Assets Mgr., Dan Rollie, Fixed Assets Warehouse Mgr., and Patricia Estrada, Administration

County Attorney (when applicable): John Hille

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro and Jose Palacios

Other: N/A

- **Purchasing Recommendation and Comments:** Purchasing recommends approval of requested action. This procurement action met the compliance requirements as outlined by the statutes. The Purchasing Office has no issues and concerns.
- Pursuant to Section 263.151, declare certain vehicles and equipment as Surplus Property. All vehicles will be sold at public auction.

APPROVED () DISAPPROVED ()

BY COMMISSIONERS COURT ON

DATE

COUNTY JUDGE

CODE	MISC	AOI	YEAR	TAG	IMP	DESC	SERIAL	COST	INS	DEPR	DW	PO#	ASSET	LOC	STACCT
OLP	392-546			6/7/13		TRAILER, TILT-BED, INTERSTATE MODEL	1JKTD120584200009	\$ 45,249.00	\$ -	49	52	48139	29548	TCAU02 A	8022
ASG	7177	VINCENT MORADA	1994	68892	0	LOADER, FRONT END W/BACKHOE - JOB 1700B	17B120693468717	\$ 14,489.00	\$ -	49	52	86139	7657	TCAU02 A	8061
ASG	639-717		1993	72356	0	VAN PL/WHOUTH, GRAND VOYAGER, 93	HP4GH44423207282	\$ 14,648.95	\$ -	49	52	35214	26490	TCAU02 A	8020
ASG	645-074		1993	72356	0	JEEP CHEROKEE WHITE '93	1JFJGJ2S53PVL638500	\$ 14,630.00	\$ -	49	52	35281	26153	TCAU02 A	8020
ASG	11337	MARK JONES	1996	77613	0	FOKULTI, HYSTER	DD023224	\$ 7,000.00	\$ -	49	52		41107	TCAU02 A	8015
ASG	11775	MICHAEL BREWSTER	1971	77814	0	TRAILER, 16'	TR177030	\$ -	\$ 575.00	49	52		10098	TCAU02 A	8015
ASG	132488	ALLEN MEERS	1996	80081	0	TRAILER, TANDEM AXLE 6600 LB. GVW.	1V58A182XT1133221	\$ -	\$ 3,420.00	49	52	93386	35292	TCAU02 A	8020
ASG	376-379		1996	80081	0	TRAILER, TANDEM AXLE 10,000 LB. GVW.	1V58A182XT1133228	\$ -	\$ 3,775.00	49	52	93386	35293	TCAU02 A	8020
ASG	126412	ROBERT DAVIS	1998	80092	0	TRAILER, TANDEM AXLE 6600 LB. GVW.	1V58A182XT1133250	\$ -	\$ 3,420.00	49	52	93386	35293	TCAU02 A	8020
ASG	7177	VINCENT MORADA	1997	81028	0	SUBURBAN, CHEVY 1997	1V58A182XT1133278	\$ 31,500.00	\$ -	49	52	15319	39402	TCAU02 A	8020
ASG	708-432		1996	81028	0	TRUCK, FORD CROWN CAB F-350	1G5N557E1B177755	\$ 22,587.00	\$ -	49	52	90368	36424	TCAU02 A	8020
ASG	8493	LARRY DEGLANDON	1988	81877	0	DODGE, PICKUP 1988	1B7FC6267J17E0933	\$ 16,006.00	\$ -	49	52		35664	TCAU02 A	8061
ASG	702-062		1994	81877	0	PICKUP, COOPER 450 POWER BOX	7917108	\$ 15,500.00	\$ -	49	52		12762	TCAU02 A	8020
ASG	132753	JIMOTHY SPEYER	1994	82294	1	PICKUP, GMC 2500, 1995	1GCCG29N05E167870	\$ 13,195.00	\$ -	49	52	58263	30167	TCAU02 A	8020
OLP	K34-CDZ		1992	82294	1	CHEVY, LUMINA 1992	2G1WU5474N9278439	\$ 1,995.82	\$ -	49	52	75024	30172	TCAU02 A	8020
ASG	9568	DONALD WHEELER	1994	83202	0	PICKUP, FORD F-150, 1994	1JAEP142Z746	\$ 10,179.00	\$ -	49	52	24194	2782	TCAU02 A	8020
ASG	15802	CURRAI GARRETT	1994	83202	1	TRUCK, FORD F-150, 1994	1FEXY4H2XK8B3089	\$ 16,551.00	\$ -	49	52	38202	30151	TCAU02 A	8020
ASG	664-355		1994	83206	1	PICKUP, FORD F-150, 1994	1FEXY4H2XK8B3089	\$ 16,551.00	\$ -	49	52	38202	30151	TCAU02 A	8020
ASG	15802	CURRAI GARRETT	1994	83206	1	PICKUP, FORD F-150, 1994	1FEXY4H2XK8B3089	\$ 16,551.00	\$ -	49	52	38202	30151	TCAU02 A	8020
ASG	664-355		1994	83216	1	PICKUP, FORD BRONCO, 94	1F1EX14N9RK8B3087	\$ 16,831.94	\$ -	49	52	62851	30155	TCAU02 A	8020
ASG	126412	ROBERT DAVIS	1994	83217	1	CONV ENGINE CONVERSIONS	FMEMU15H7R1B29035	\$ 19,849.00	\$ -	49	52	58216	30162	TCAU02 A	8020
ASG	134922	MATTHEW PHILLIPS	1993	83217	1	PICKUP, GMC 2500, 1994	1GTEFC24K7R2559456	\$ 13,195.00	\$ -	49	52	58264	30162	TCAU02 A	8020
ASG	141029	JAMES TALLENT	1994	83224	0	TRUCK, GMC 2500, 1994	1GTEFC4K2R2559650	\$ 15,920.00	\$ -	49	52	75024	30172	TCAU02 A	8020
ASG	8493	LARRY DEGLANDON	1994	83254	0	LOADER, SKID STEER, WAJIGER PNEUMATIC	1AEP142Z746	\$ 20,338.00	\$ -	49	52	62805	3244	TCAU02 A	8061
ASG	9568	DONALD WHEELER	1994	84727	0	TRAILER, TILT BED, BEST	1B917242R1175578	\$ 18,277.00	\$ -	49	52	62810	32189	TCAU02 A	8020
ASG	5966	DONALD WHEELER	1995	84732	0	JEEP, CHEROKEE, 1995	1JFJGJ2S53PVL6419177	\$ 18,735.96	\$ -	49	52	79868	32714	TCAU02 A	8020
ASG	7177	VINCENT MORADA	1995	85801	0	MOTOROLA, TANDEM-DRIVE DIESEL POWERED CLASS II	1JFJGJ2S53PVL6419177	\$ 35,817.00	\$ -	49	52	79599	32460	TCAU02 A	8061
ASG	8493	LARRY DEGLANDON	1997	89919	0	TRUCK, FORD F-150, 1997	1G5N557E1B177755	\$ 84,000.00	\$ -	49	52	79592	33988	TCAU02 A	8020
ASG	724-402	MARK JONES	1997	89920	0	VAN, DODGE 15 PASSANGER 1997	2B5W83322KX575746	\$ 21,265.00	\$ -	49	52	16125	40139	TCAU02 A	8020
ASG	11337	MARK JONES	1990	89969	0	TRUCK, DODGE 1990 R-150, WHITE	1B7CE067BLX5735170	\$ 10,467.90	\$ -	49	52	16125	39781	TCAU02 A	8020
ASG	726-111	ALLEN MEERS	1997	91288	0	VAN, DODGE 15 PASSANGER 1997	2B5W83322KX575744	\$ 21,265.00	\$ -	49	52	16125	40170	TCAU02 A	8020
ASG	8493	LARRY DEGLANDON	1997	91353	0	BURSH CHIPPER, VERMETER BC 1800	1V58A182XT1133250	\$ 25,500.00	\$ -	49	52	130336	41097	TCAU02 A	8061
ASG	736-199		1998	93322	0	TRUCK, STEEL FLATWHEEL, HAMA	1V58A182XT1133250	\$ 57,800.00	\$ -	49	52	130336	41098	TCAU02 A	8061
ASG	8071	CURTIS MILLS	1998	93448	0	PICKUP, CHEVY 1 TON, FORD 2590	1GBCG34J3WV028876	\$ 17,691.00	\$ -	49	52	130336	41098	TCAU02 A	8020
ASG	8480	JAMIE GARCIA	1998	93448	0	PICKUP, 3/4 TON, FORD 2590	1F1P271BWK8B31575	\$ 17,622.00	\$ -	49	52	136016	44869	TCAU02 A	8020
ASG	8493	LARRY DEGLANDON	1999	93448	0	TRUCK, 1-TON CHEVY PICKUP 1999	1F1P271BWK8B31575	\$ 17,622.00	\$ -	49	52	136016	44869	TCAU02 A	8020
ASG	138465	KENDALL TOON	1998	93493	0	PICKUP, TRUCK, CHEVY, 1/2 TON 1998	1GCCG34J3WV028876	\$ 23,101.81	\$ -	49	52	152785	46355	TCAU02 A	8020
ASG	780-953		1999	96402	0	FORD, CROWN VIC, GOLD 1999	1G5C614MMW2211915	\$ 15,880.00	\$ -	49	52	133033	44307	TCAU02 A	8020
ASG	6886	LOYD RENDON	1999	96427	0	TRUCK, CHEVY, 1999 1/2 TON	1GCCG19W7XK186389	\$ 19,738.00	\$ -	49	52	156846	47761	TCAU02 A	8020
ASG	777-622		2000	96452	0	AMBU-LANCE 2000 TAYLOR MADE TYPE I: INTERNATIONAL	1H1TSLAAM6YK25425	\$ 21,163.19	\$ -	49	52	178327	48993	TCAU02 A	8020
ASG	782-008	CURRAI GARRETT	2000	96457	0	AMBU-LANCE 2000 TAYLOR MADE TYPE I: INTERNATIONAL	1H1TSLAAM6YK25425	\$ 138,100.00	\$ -	49	52	178327	49373	TCAU02 A	8020
ASG	15902	CURRAI GARRETT	2000	96458	0	REEL MOWER, TORO SAND PRO 3620 W/FIELD/SAND DRAG	200000150	\$ 3,250.00	\$ -	49	52	183229	49874	TCAU02 A	8043
ASG	15902	CURRAI GARRETT	2000	96459	0	REEL MOWER, TORO GROUNDS PRO 2000 MODEL#Z002	200000150	\$ 10,249.00	\$ -	49	52	183229	49874	TCAU02 A	8043
ASG	15902	CURRAI GARRETT	2000	96459	0	BURSH CHIPPER, VERMETER BC 1800	1V58A182XT1133250	\$ 25,500.00	\$ -	49	52	130336	41054	TCAU02 A	8061
ASG	15902	CURRAI GARRETT	2000	96459	0	BURSH CHIPPER, VERMETER BC 1800	1V58A182XT1133250	\$ 25,500.00	\$ -	49	52	130336	41054	TCAU02 A	8061
ASG	15902	CURRAI GARRETT	2000	96459	0	BURSH CHIPPER, VERMETER BC 1800	1V58A182XT1133250	\$ 25,500.00	\$ -	49	52	130336	41054	TCAU02 A	8061
ASG	15902	CURRAI GARRETT	2000	96459	0	BURSH CHIPPER, VERMETER BC 1800	1V58A182XT1133250	\$ 25,500.00	\$ -	49	52	130336	41054	TCAU02 A	8061
ASG	15902	CURRAI GARRETT	2000	96459	0	BURSH CHIPPER, VERMETER BC 1800	1V58A182XT1133250	\$ 25,500.00	\$ -	49	52	130336	41054	TCAU02 A	8061
ASG	15902	CURRAI GARRETT	2000	96459	0	BURSH CHIPPER, VERMETER BC 1800	1V58A182XT1133250	\$ 25,500.00	\$ -	49	52	130336	41054	TCAU02 A	8061
ASG	15902	CURRAI GARRETT	2000	96459	0	BURSH CHIPPER, VERMETER BC 1800	1V58A182XT1133250	\$ 25,500.00	\$ -	49	52	130336	41054	TCAU02 A	8061
ASG	15902	CURRAI GARRETT	2000	96459	0	BURSH CHIPPER, VERMETER BC 1800	1V58A182XT1133250	\$ 25,500.00	\$ -	49	52	130336	41054	TCAU02 A	8061
ASG	15902	CURRAI GARRETT	2000	96459	0	BURSH CHIPPER, VERMETER BC 1800	1V58A182XT1133250	\$ 25,500.00	\$ -	49	52	130336	41054	TCAU02 A	8061
ASG	15902	CURRAI GARRETT	2000	96459	0	BURSH CHIPPER, VERMETER BC 1800	1V58A182XT1133250	\$ 25,500.00	\$ -	49	52	130336	41054	TCAU02 A	8061
ASG	15902	CURRAI GARRETT	2000	96459	0	BURSH CHIPPER, VERMETER BC 1800	1V58A182XT1133250	\$ 25,500.00	\$ -	49	52	130336	41054	TCAU02 A	8061
ASG	15902	CURRAI GARRETT	2000	96459	0	BURSH CHIPPER, VERMETER BC 1800	1V58A182XT1133250	\$ 25,500.00	\$ -	49	52	130336	41054	TCAU02 A	8061
ASG	15902	CURRAI GARRETT	2000	96459	0	BURSH CHIPPER, VERMETER BC 1800	1V58A182XT1133250	\$ 25,500.00	\$ -	49	52	130336	41054	TCAU02 A	8061
ASG	15902	CURRAI GARRETT	2000	96459	0	BURSH CHIPPER, VERMETER BC 1800	1V58A182XT1133250	\$ 25,500.00	\$ -	49	52	130336	41054	TCAU02 A	8061
ASG	15902	CURRAI GARRETT	2000	96459	0	BURSH CHIPPER, VERMETER BC 1800	1V58A182XT1133250	\$ 25,500.00	\$ -	49	52	130336	41054	TCAU02 A	8061
ASG	15902	CURRAI GARRETT	2000	96459	0	BURSH CHIPPER, VERMETER BC 1800	1V58A182XT1133250	\$ 25,500.00	\$ -	49	52	130336	41054	TCAU02 A	8061
ASG	15902	CURRAI GARRETT	2000	96459	0	BURSH CHIPPER, VERMETER BC 1800	1V58A182XT1133250	\$ 25,500.00	\$ -	49	52	130336	41054	TCAU02 A	8061
ASG	15902	CURRAI GARRETT	2000	96459	0	BURSH CHIPPER, VERMETER BC 1800	1V58A182XT1133250	\$ 25,500.00	\$ -	49	52	130336	41054	TCAU02 A	8061
ASG	15902	CURRAI GARRETT	2000	96459	0	BURSH CHIPPER, VERMETER BC 1800	1V58A182XT1133250	\$ 25,500.00	\$ -	49	52	130336	41054	TCAU02 A	8061
ASG	15902	CURRAI GARRETT	2000	96459	0	BURSH CHIPPER, VERMETER BC 1800	1V58A182XT1133250	\$ 25,500.00	\$ -	49	52	130336	41054	TCAU02 A	8061
ASG	15902	CURRAI GARRETT	2000	96459	0	BURSH CHIPPER, VERMETER BC 1800	1V58A182XT1133250	\$ 25,500.00	\$ -	49	52	130336	41054	TCAU02 A	8061
ASG	15902	CURRAI GARRETT	2000	96459	0	BURSH CHIPPER, VERMETER BC 1800	1V58A182XT1133250	\$ 25,500.00	\$ -	49					



TRAVIS COUNTY PURCHASING OFFICE

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

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

14

Approved by: _____

Cyd V. Grimes 10/20/08

Voting Session: Tuesday, October 21, 2008

REQUESTED ACTION: APPROVE MODIFICATION NO. 5 TO CONTRACT NO. 05C00287BF, AMERICAN EUROCOPTER CORPORATION, FOR EXTENSION OF BARRIER FILTER INSTALLATION. (STARFLIGHT/EMERGENCY SERVICES)

Points of Contact:

Purchasing: Bonnie Floyd

Department: Emergency Service - Danny Hobby, STAR Flight - Casey Ping, Willy Culberson, Stan Wedell

County Attorney (when applicable): John Hille, Barbara Wilson

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro And Jose Palacios

Other:

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COUNTY JUDGE'S OFFICE
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➤ **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.

Contract no. 05C00297BF for the purchase of two new EC-145 aircraft to be placed into service in support of the STAR Flight program was awarded on August 2, 2005, in the amount of \$8,380,804. Section 8.0, Engine Filtration, requires the contractor to develop and FAA certify inlet Barrier Filters to protect the Turbomecca engines from environmental erosion. The contract required American Eurocopter to permanently install Barrier Filters in each engine in both Aircraft no later than 90 days after certification by the FAA or March 31, 2007, whichever occurs first. The price of the Barrier Filters and installation of these filters shall not exceed \$127,500 for each aircraft. New customers will be charged \$197,000 for the same barrier filters.

This modification will grant another extension for installation of the barrier filters, to February 28, 2009. The barrier filter has been installed on STAR Flight 1, but it is not yet operational. The second barrier filter for STAR Flight 2 is not yet available from American Eurocopter. It is expected to be delivered to American Eurocopter in the next 60-90 days. STAR Flight would like to complete the second barrier filter installation as part of STAR Flight 2's scheduled maintenance, beginning around January 1, 2009.

Modification 4, approved by the Purchasing Agent on September 2, 2008, changed the contractor's name from American Eurocopter LLC to American Eurocopter Corporation.

Modification 3, approved by the Commissioners Court on April 15, 2008, extended the deadline for certification of barrier filters to July 13, 2008.

Modification 2, approved by the Commissioners Court on March 27, 2007, extended the deadline for certification of barrier filters to April 15, 2008.

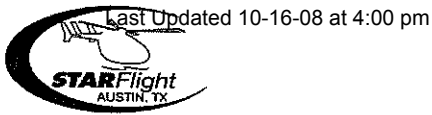
Modification no. 1, approved by the Commissioners Court on October 4, 2005, exercised the County's option to install specialized avionics and mission equipment in the second aircraft.

➤ **Contract-Related Information:**

Award Amount: \$8,380,804
Contract Type: One Time purchase
Contract Period:

➤ **Funding Information:**

- Purchase Requisition in H.T.E.
- Funding Account(s): 469-5910-806-8022



Austin-Travis County EMS
STAR Flight



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

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

To: Cyd Grimes, Purchasing Agent
Through: Danny Hobby, Executive Manager, Emergency Services
From: Casey Ping, Program Manager
Date: October 9, 2008
Subject: Barrier Filter Contract Extension

American Eurocopter and Travis County entered into a contract for the purchase of 2 model EC-145 helicopters for delivery to Travis County. This contract included the provision of engine inlet barrier filters to protect the Turbomeca engines of the aircraft from environmental erosion ("Barrier Filter") by March 31, 2007, which has been modified several times but are now due to be completed by October 13, 2008.

The barrier filter has been installed on **STAR Flight 1**, (N378TC) but is not yet operational. The second barrier filter for **STAR Flight 2** is not yet available from American Eurocopter. The second barrier filter kit is expected to be delivered to American Eurocopter in the next 30-60 days. Additionally, we would like to complete the barrier filter installation as part of **STAR Flight 2's** scheduled maintenance. That is scheduled to begin around January 1, 2009.

STAR Flight recommends that Travis County extend the installation to no later than February 28, 2009.

If you need any additional information please contact me

Casey

cc. Bonnie Floyd, Travis County Purchasing

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	ASST. PURCHASING AGENT ASST: Bonnie Floyd TEL NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: 10-10-08
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ISSUED TO: American Eurocopter Corporation Attn: Larry Roberts 2701 Forum Drive Grand Prairie TX 75052	MODIFICATION NO.:	EXECUTED DATE OF ORIGINAL CONTRACT: 8-2-05
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DRAFT

ORIGINAL CONTRACT TERM DATES: _____ CURRENT CONTRACT TERM DATES: _____

FOR TRAVIS COUNTY INTERNAL USE ONLY:
Original Contract Amount: \$ _____ Current Modified Amount \$ _____

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.

Recitals

American Eurocopter, LLC ("Contractor") and Travis County entered into a contract for the purchase of 2 model EC-145 helicopter manufactured by Contractor for delivery to County and more specifically described in section 4 and Attachment A-1 of that contract ("Aircraft"). This contract included the provision of engine inlet barrier filters to protect the Turbomeca engines of the Aircraft from environmental erosion ("Barrier Filter") by March 31, 2007, which was modified to April 15, 2008 and subsequently modified to October 11, 2008. Initially development of these Barrier Filters was delayed; now installation has been delayed to accommodate Travis County operations.

Agreement

In consideration of Travis County's agreement not to seek damages for Contractor's failure to comply with the contractual provision related to providing the Barrier Filters, as modified by October 11, 2008. Contractor and Travis County agree to amend the contract as follows:

- 1.0 Section 8.5 in **8.0 ENGINE FILTRATION** is deleted and the following section is inserted in its place:
 8.5 Barrier Filter Installation. Contractor warrants that Contractor and its subcontractors will continue to work toward the development of Barrier Filters for the Aircraft. Contractor shall keep Travis County informed about its progress in the development of the Barrier Filters and the progress toward certification. Contractor warrants that the engine filtration system will be certified by July 13, 2008. Contractor shall not permanently install Barrier Filters in either engine in either Aircraft until after the Barrier Filters are certified. Contractor shall permanently install Barrier Filters in each engine in both Aircraft no later than 230 days after certification by the FAA and provide one spare set of filter inserts.

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

LEGAL BUSINESS NAME: _____	<input type="checkbox"/> DBA
BY: _____ SIGNATURE	<input type="checkbox"/> CORPORATION
BY: _____ PRINT NAME	<input type="checkbox"/> OTHER
TITLE: _____ ITS DULY AUTHORIZED AGENT	DATE: _____

DRAFT

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

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

15



TRAVIS COUNTY PURCHASING OFFICE

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

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

Approved by: _____

Cyd V. Grimes 10/15/08 MB

Voting Session: Tuesday, October 21, 2008

REQUESTED ACTION: APPROVE TWELVE-MONTH EXTENSION (MODIFICATION NO. 1) TO INTERLOCAL AGREEMENT NO. IL080201RE, WITH CITY OF AUSTIN, FOR WEATHERIZATION SERVICES. (HHS & VS)

Points of Contact:

- Purchasing:** Rebecca Gardner
- Department:** HHS, Sherri Flemming, Executive Manager
- County Attorney (when applicable):** Mary Etta Gerhardt
- County Planning and Budget Office:** Leroy Nellis
- County Auditor's Office:** Susan Spataro And Jose Palacios
- Other:**

Purchasing Recommendation and Comments: Purchasing did not participate in the negotiation of this contract.

- Travis County and The City of Austin have operated under such an agreement for the past eighteen years. The goals of the program are to reduce energy consumption, lower utility bills, increase resident comfort levels, and address safety issues by installing smoke and carbon monoxide detectors.
- Through this Interlocal Agreement, The City of Austin provides funds to Travis County in order to serve Austin Energy low-income residential customers living in Travis County. These services will include weatherization and energy conservation measures available to single-family homes and duplexes. These services will assist clients in achieving a level of energy efficiency in their residences.
- The City of Austin drafted this agreement, therefore the Commissioners Court has been requested to sign first.
- This modification number 1 will renew the agreement for an additional 12 month period from October 1, 2008 through September 30, 2009.
- **Contract Expenditures:** Not applicable

This contract will produce \$220,000 in revenue during the contract period of October 1, 2008 through September 30, 2009.

➤ **Contract-Related Information:**

Award Amount: Revenue Generating

Contract Type: Professional Services

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

➤ **Contract Modification Information:**

Modification Amount: **Revenue Generating**

Modification Type: Bilateral

Modification Period: October 1, 2008-September 30, 2009

➤ **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.: NA

Funding Account(s): NA

Comments: **Revenue Generating**

➤ **Statutory Verification of Funding:**

Contract Verification Form: Funds Verified Not Verified X 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: October 8, 2008

TO: MEMBERS OF THE COMMISSIONERS COURT

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

SUBJECT: Acceptance of the FY09 Interlocal Cooperation Agreement Amendment 1 for Weatherization Services with the City of Austin

Proposed Motion: Consider and take appropriate action to approve the FY09 Interlocal Cooperation Agreement Amendment 1 for Weatherization Services with the City of Austin.

Summary and Staff Recommendation: Staff requests the acceptance and approval of the interlocal cooperation agreement amendment 1 for weatherization services with the City of Austin for FY09 in the amount of \$220,000. This contract will be effective beginning October 1, 2008 for a twelve month period ending September 30, 2009. The agreement may be extended for two additional 12-month periods for an amount not to exceed \$220,000 for each period. The extensions will be subject to the approval of the City Manager or designee and Travis County. Through this interlocal agreement, TCHHSVS Housing Services staff provides weatherization services to qualified applicants of the free weatherization services program offered by the City of Austin. These clients will be low-income customers of Austin Energy living within Travis County.

Budgetary and Fiscal Impact: These funds from the City of Austin will be budgeted in salaries, benefits, contracted services and supplies. The contract period will be from October 1, 2008 through September 30, 2009.

Issues and Opportunities: Using this contract, we are able to assist single-family homes or duplexes with weatherization services that are forwarded from the City of Austin after eligibility is determined. The services performed will assist these clients in achieving a level of energy efficiency in their residences. In the past FY08 contract period of six months, we provided weatherization services to 126 households. This contract is another tool Travis County Health and Human Services and Veterans Service uses, along with funds from other sources, to enhance low-income dwellings to become more energy efficient.

Background: Travis County has operated under such an agreement with the City of Austin for the past twenty-one years. The goals of the program are to reduce energy consumption, lower utility bills, increase resident comfort levels and address some safety issues by installing household smoke and carbon monoxide detectors. These goals coincide with the department's vision of optimizing self-sufficiency for families and individuals in safe and healthy communities.

cc: Susan A. Spataro, CPA, CMA, Travis County Auditor
Jose Palacios, Chief Assistant County Auditor
Ellen Heath, Financial Analyst III, Travis County Auditor
Mary Etta Gerhardt, Assistant County Attorney
Travis Gatlin, Budget Analyst, Planning and Budget Office
Cyd Grimes, CPM, Travis County Purchasing Agent
Rebecca Gardner, Assistant Purchasing Agent, Travis County Purchasing Office
Roberto Ortiz, Interim Social Services Program Administrator, Housing Services

MODIFICATION OF CONTRACT NUMBER: IL080201RE- Weatherization Services **PAGE 1 OF 2 PAGES**

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: Rebecca Gardner TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: October 9, 2008
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ISSUED TO: City of Austin Division of Austin Energy 209 East 9 th Street, Suite 17.102 Austin, Texas 78701	MODIFICATION NO.: 1	EXECUTED DATE OF ORIGINAL CONTRACT: November 30, 2005
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ORIGINAL CONTRACT TERM DATES: October 1, 2007-September 30, 2008 CURRENT CONTRACT TERM DATES: October 1, 2008-September 30, 2009

FOR TRAVIS COUNTY INTERNAL USE ONLY:
Original Contract Amount: \$220,000.00 Current Modified Amount \$440,000.00

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 referenced contract is hereby modified to reflect the following changes, as well as those more completely set forth in the attachment:

1. Renewal for an additional twelve month period beginning October 1, 2008 and terminating September 30, 2009.
2. Revenue for this renewal period is \$220,000.00

Note to Vendor/City:
[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: _____	<input type="checkbox"/> DBA
BY: _____ SIGNATURE	<input type="checkbox"/> CORPORATION
BY: _____ PRINT NAME	<input type="checkbox"/> OTHER
TITLE: _____ ITS DULY AUTHORIZED AGENT	DATE: _____

TRAVIS COUNTY, TEXAS BY: <u>Cyd V. Grimes</u> CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	DATE: <u>10/15/08</u>
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TRAVIS COUNTY, TEXAS BY: _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	DATE: _____
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Amendment No. 1
of
Contract No. MA-1100-NI080000013
for
Free Weatherization Services
between
Travis County
and the
City of Austin

- 1.0 The City hereby exercises the extension option for the above-referenced contract. Effective October 1, 2008, the term for the extension option will be October 1, 2008 to September 30, 2009 and there are two remaining options.
- 2.0 The total contract amount is increased by \$220,000.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 04/01/08 – 9/30/08	\$220,000.00	\$220,000.00
Amendment No. 1 – Option 1 10/01/08 – 09/30/09	\$220,000.00	\$440,000.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature & Date: _____
 Printed Name: _____
 Authorized Representative

Signature & Date: Sandy Calles 10/1/08
 Sandy Calles, Senior Buyer
 City of Austin
 Purchasing Office

Travis County
314 W. 11th St., Ste. 400
Austin, TX 78701

#

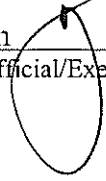
16

Travis County Commissioners Court Agenda Request

Voting Session 10/21/08
(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:



RECEIVED OFFICE
COUNTY CLERK'S OFFICE
OCT 14 PM 4:51

Consider and take appropriate action on:

- A. **Avalon Phase 4 Final Plat in Precinct Two (Long Form Plat – 90 Total lots: 89 Single Family lots and 1 drainage lot – 27.04 acres Glastonbury Trail – Appropriate Fiscal (\$220,618.22) has been posted with Travis County – Sewage service to be provided by Kelly Lane WCID No. 1 – City of Pflugerville ETJ).**
- B. **Approve a Construction Agreement for Avalon Phase 4 Final Plat**
- C. Approved by:
Commissioner Sarah Eckhardt, Precinct Two

- II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (original and eight (8) copies of agenda request and backup).
- B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request. Send a copy of the Agenda Request and backup to them:

Michael Hettenhausen: 854-7563 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

Last Updated 10-16-08 at 4:00 pm

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

October 10, 2008

TO: Members of the Commissioners' Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM:  Anna Bowlin, Director, Development Services 

SUBJECT: Avalon Phase 4 Final Plat, Precinct Two

PROPOSED MOTION:

Consider and take appropriate action on:

- A. **Avalon Phase 4 Final Plat in Precinct Two (Long Form Plat – 90 Total lots: 89 Single Family lots and 1 drainage lot – 27.04 acres – Glastonbury Trail – Appropriate Fiscal (\$220,618.22) has been posted with Travis County – Sewage service to be provided by Kelly Lane WCID No. 1 – City of Pflugerville ETJ).**
- B. **Approve a Construction Agreement for Avalon Phase 4 Final Plat**

SUMMARY AND STAFF RECOMMENDATION:

This subdivision consists of 90 total lots (89 single-family lots and one drainage lot) on 27.04 acres. There are 4,382.53 linear feet of proposed public streets associated with this plat. Appropriate fiscal (\$220,618.22) has been posted with Travis County. Parkland requirements have been satisfied with the City of Pflugerville.

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

ISSUES:

This subdivision is part of a series of final plats that have been previously approved by the City of Pflugerville and Commissioners' Court in this area. At this time, staff has not received any inquiries from adjacent property owners. Should the case manager receive any inquiries prior to Court, an addendum to this memorandum will be presented to the Court.

BUDGETARY AND FISCAL IMPACT:

None.

REQUIRED AUTHORIZATIONS:

None.

EXHIBITS:

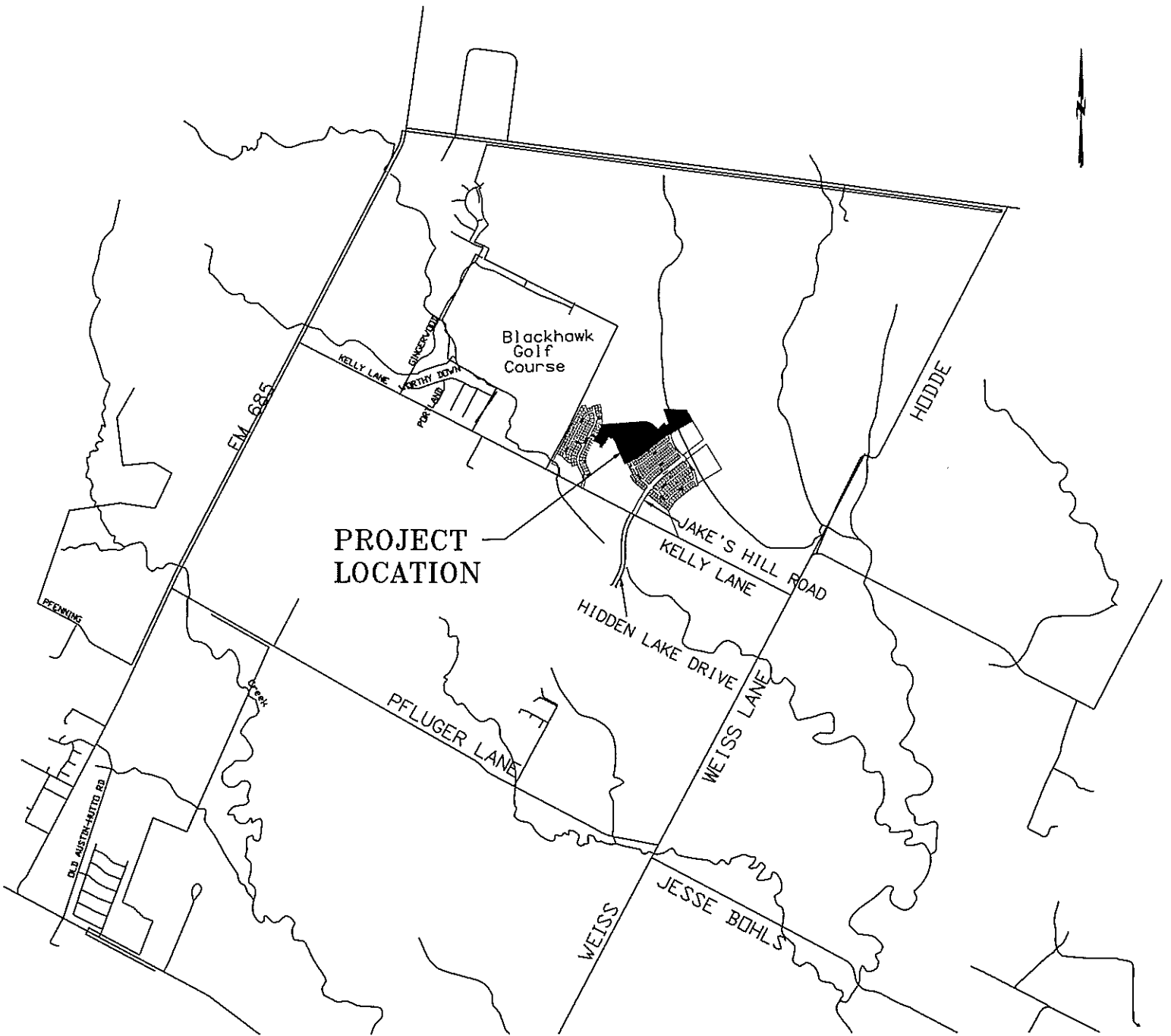
Location map

Precinct map

Construction agreements

Proposed Final Plat

AMB: mph 1105



VICINITY MAP
(N.T.S.)

Williamson

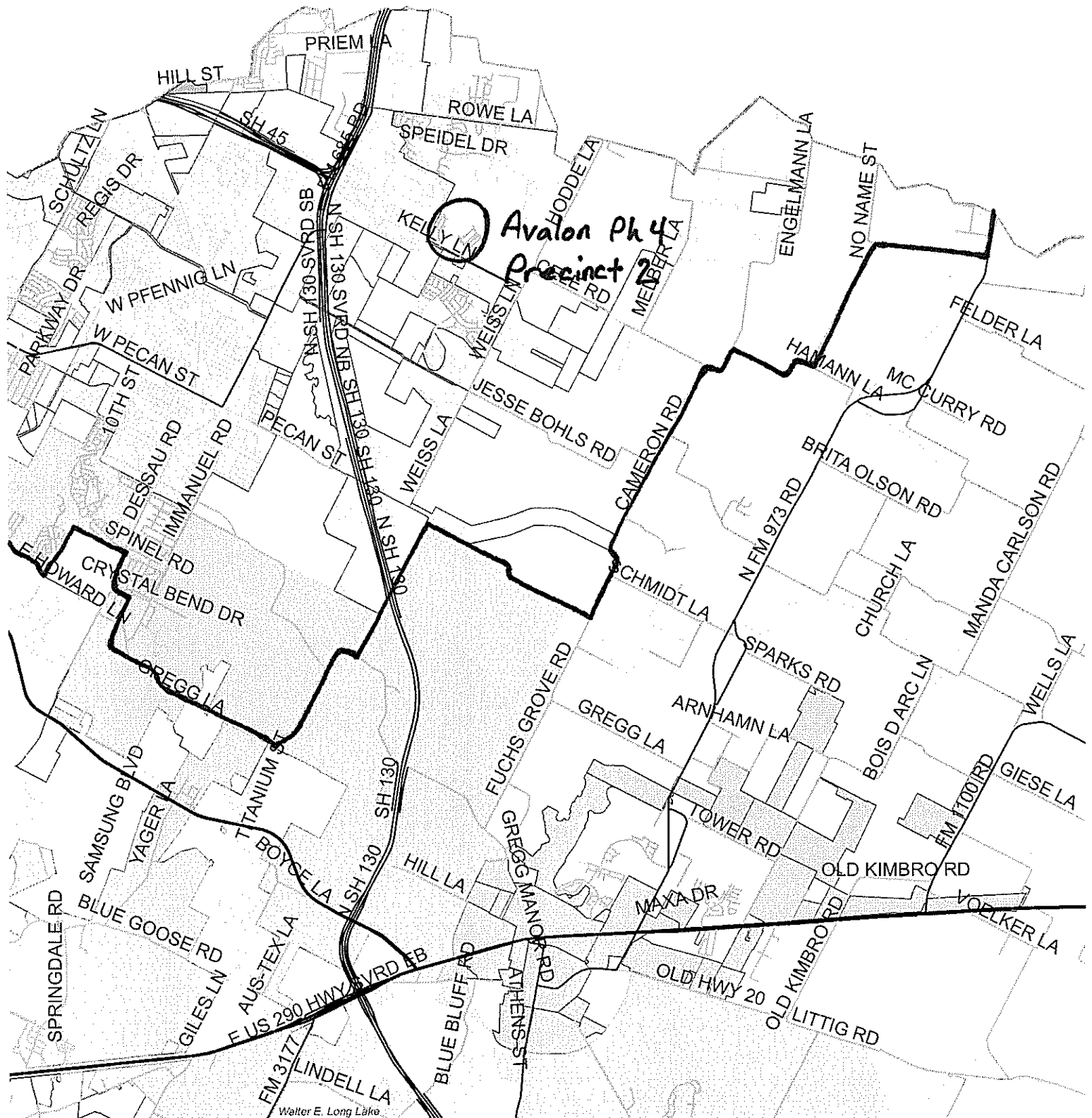


Table with columns: LOT, ACRES, SURFACE AREA, and other technical specifications for lots 1 through 100.

LEGAL DESCRIPTION: AVALON PHASE 4 - 27.04 ACRES. At that certain 27.04 acres of land out of the Philip Golden Survey, Abstract-226, recorded under Document No. 2005118416, in the Official Public Records of Travis County, Texas...

PATE SURVEYORS logo and contact information: 7501 NORTH CAPITAL OF TEXAS HIGHWAY, SUITE 302, AUSTIN, TEXAS 78731. PHONE: (512) 340-0600. FAX: (512) 340-0604. WWW.PATEINC.COM

GENERAL NOTES: 1. No objects, including but not limited to, buildings, fences, or landscaping, shall be placed in a drainage easement except as approved by Travis County and the City of Pflugerville. 2. All drainage easements on private property shall be maintained by the owner...

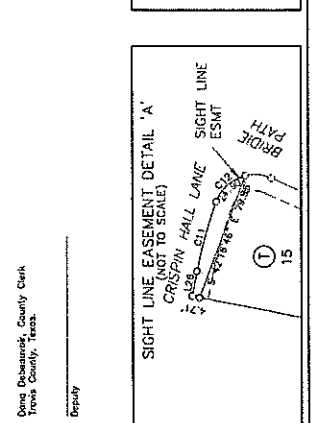
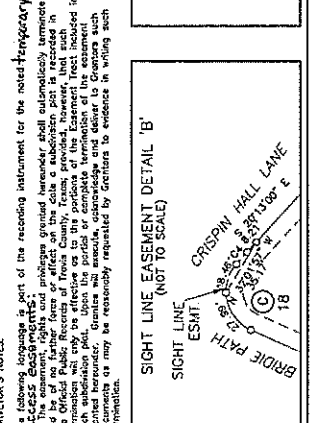
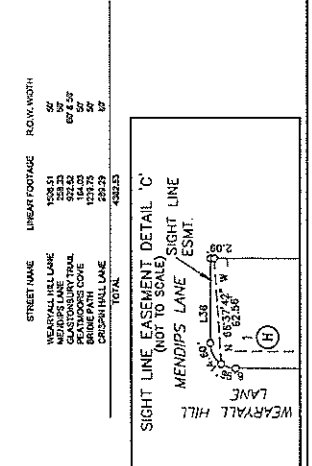
CONVEYANCE'S COURT RECOGNITION: In approving this plat, the Commissioners Court of Travis County, Texas, assumes the plat or any bridge or overpass in connection therewith. The building of all streets, roads, and other public improvements shown on this plat, and all bridges, overpasses, and other public improvements in connection therewith, is the responsibility of the owner and/or easement holder of the tract of land covered by this plat in accordance with the specifications prescribed by the Commissioners Court of Travis County, Texas.

OWNERS CERTIFICATION: I, KNOW AL MEN BY THESE PRESENTS, being the owner of a tract of land in Travis County, Texas, do hereby certify that I have read and understand the contents of the plat and the legal description of the same, and that the same are true and correct. I have also read and understand the contents of the plat and the legal description of the same, and that the same are true and correct.

15. All bearings based on the Texas State Plane Coordinate System Central Zone. 16. Streets shall be provided in accordance with section 156.021 of the Subdivision Code and any other provisions required by the City of Pflugerville. A street right-of-way shall be provided to the City of Pflugerville for review and approval.

17. A Travis County development permit is required prior to site development. 18. Streets shall be provided in accordance with section 156.021 of the Subdivision Code and any other provisions required by the City of Pflugerville. A street right-of-way shall be provided to the City of Pflugerville for review and approval.

19. The current lot area for one section unit with a 5/8th-acre meter size for subdivision shall be paid prior to construction by the planning and zoning commission.



§ EXHIBIT 82.401 (E) SUBDIVISION CONSTRUCTION AGREEMENT

STATE OF TEXAS COUNTY OF TRAVIS

This Agreement is made and entered into by and between KM AVALON, LTD, (the "Subdivider") and Travis County, Texas, (the "County"), hereinafter collectively referred to as the "Parties".

WHEREAS, the Subdivider owns the tract of real property described in Exhibit "A", which is attached hereto and made a part hereof, (the "Property"); and

WHEREAS, the Subdivider desires to subdivide the Property, pursuant to the proposed final plat of "AVALON PHASE 4" (the "Subdivision"); and

WHEREAS, the County desires to set forth the Subdivider's responsibility for the construction of the Subdivision's roads and drainage facilities (the "Improvements"); and

WHEREAS, the Subdivider desires to set forth the County's responsibility to accept the constructed Improvements for maintenance;

NOW, THEREFORE, the Parties agree as follows:

I. Subdivider's Obligations

A. Improvements. The Subdivider shall construct the Improvements required to comply with the County's Standards for the Construction of Streets and Drainage in Subdivisions (the "Standards"). The Improvements will conform to the construction plans, permits, and specifications approved by the County prior to commencement of construction.

B. Security. To secure the Subdivider's obligations, the Subdivider will provide a financial guarantee of performance in the amount of the estimated cost of constructing the Improvements (the "Security"), which has been determined by a professional engineer and approved by the County's Transportation and Natural Resources Department ("TNR"). The Security must be in a form approved for use in the Standards or otherwise approved by the County Attorney's Office.

C. Alternative Fiscal. Notwithstanding any other provisions of this Agreement, the Subdivider may request the Commissioners Court to hold the administratively approved plat in abeyance until all streets, alleys, sidewalks, and drainage improvements in the Subdivision. The Subdivider must post fiscal security to secure restoration of disturbed areas should construction not be completed. Upon satisfactory completion, the submitted plat shall be forwarded to the Commissioners Court for approval and recording, provided adequate fiscal security has been posted to secure the one year Construction Performance Period described below.

D. Completion. The Improvements must be constructed no later than three (3) years after the effective date of this Agreement. This period may be extended by the delivery to the

County at least forty five (45) days prior to the expiration of the Security of an extension of the Security in a form approved by the County. Upon completion of the Improvements, the Subdivider will provide the County with a complete set of construction plans for the Improvements, certified "as built" by the engineer responsible for preparing the approved construction plans and specifications.

E. Warranty. The Subdivider warrants the public Improvements will be free from defects for a period of one (1) year from the date the County accepts the construction of the public Improvements (the "Performance Period"). The Subdivider shall correct and repair any defects in materials or workmanship, including design inadequacies and damage to or deterioration of the public Improvements, that occur before and during this Performance Period due to any cause. As a condition of the County's acceptance of dedication of any of the public Improvements, the Subdivider must post fiscal security in the form of cash, a performance bond, or other approved form and in the amount of ten percent (10%) of the cost of constructing the public Improvements, to secure the warranty established by this Agreement. It is expressly acknowledged that the public Improvements must meet County Standards at the end of the one year Construction Performance Period in order for the County to release the construction performance fiscal security.

F. Increase in Security. If the County determines the cost of constructing the Improvements exceeds the posted Security, within thirty (30) days after notice and demand, the Subdivider shall provide additional Security in an amount equal to the additional estimated cost.

G. Reduction in Security. During the construction of the Improvements, the Security may be reduced in accordance with the percentage of completion of the construction. The Executive Manager of TNR will execute Statements of Partial Reductions in the Amount of Security, when provided with the following documentation:

- 1) a professional engineer's certification of quantities of work completed;
- 2) a contractor's invoice for work completed; and
- 3) a TNR inspection report, indicating the completion of the portion of the work represented by the contractor's invoice.

After the approval and acceptance of the construction of the Improvements, the Security for the public Improvements may be reduced by ninety percent (90%) of the cost of the approved construction and held for the one-year Performance Period. After the approval of the construction of the private Improvements, the Security posted for the private Improvements will be fully released. In addition, the County agrees to release or reduce, as appropriate, the Security provided by the Subdivider, if the County accepts a substitute Security for all or any portion of the Improvements.

H. Covenant, Restriction, and Condition. In the event that the Improvements are not constructed to County Standards and the required Security has expired, the Subdivider shall not sell, transfer, or convey any of the lots in the Subdivision until sufficient Security has been posted with the County for the completion of the construction.

II. County's Obligations

A. Inspection and Approval. The County will inspect the Improvements during and at the completion of construction. If the Improvements are completed in accordance with the Standards, the County will approve the Improvements and accept the public Improvements.

B. Notice of Defect. The County will notify the Subdivider, if an inspection reveals that any portion of the Improvements is not constructed in accordance with the Standards or is otherwise defective. However, the County is not responsible for the construction of the Improvements, the quality of the material, or the construction methods utilized. In addition, the County is not responsible for making continuous on-site inspections of the construction work and the County has no privity with or responsibility for the construction contractor or any subcontractors. The Subdivider will have thirty (30) days from such notice to cure the defect. It is an event of default under this Agreement, if the defect is not cured prior to the expiration of the time to cure.

C. Performance Period Security Release. Upon the expiration of the one-year Performance Period with no damages or defects which the Executive Manager notifies the Subdivider must be corrected, the Executive Manager will release the Performance Period Security.

D. Conditions to Draw on Security. The County may draw upon any Security posted under this Agreement upon the occurrence of one or more of the following events:

- a. The failure of the Subdivider to construct the Improvements to the applicable County Standards;
- b. The Subdivider's failure to renew or replace the Security at least forty-five (45) days prior to its expiration;
- c. The acquisition of the Property or a portion of the Property by the issuer of the Security or other creditor through foreclosure or an assignment or conveyance in lieu of foreclosure;
- d. The arrangement by the Commissioners Court for the completion of one or more of the Improvements; or
- e. The determination by the Commissioners Court that the completion of one or more of the public Improvements is in the public Interest.

E. Notice of Intent to Draw. The County shall provide ten (10) days written notice of the occurrence of such an event to the Subdivider with a copy provided to any fiscal surety, lender, or escrow agent. The notice will include a statement that the County intends to provide for the performance of some or all of Subdivider's obligations hereunder for the construction of the Improvements, if the failure is not cured. The County shall be entitled to draw the amount it considers necessary to perform the Subdivider's obligations under this Agreement up to the total amount allocated for the Improvements. In lieu of a drawing

based on an event described in subparagraphs (b) or (c), above, the County may accept a substitute Security.

F. Use of Proceeds.

1) The County must utilize the proceeds of any posted security solely for the purpose of completing the Improvements to the County's Standards or to correct defects in or failures of the Improvements.

2) The County may in its sole discretion complete some or all of the unfinished Improvements at the time of default, regardless of the extent to which development has taken place in the Subdivision or whether development ever commenced, without incurring any obligation to complete any of the unfinished Improvements. If the County uses the proceeds to complete, repair, or reconstruct the Improvements, it will do so as a public trustee of the development process in order to protect purchasers and taxpayers from the adverse consequences of a subdivider default or to protect the public interest by completing the Improvements.

3) The County is not a private subdivision developer and its draft on the Security and utilization of the proceeds to complete, repair, or reconstruct the Improvements is not an acceptance of the dedication of the Improvements. The acceptance of the Improvements is specifically contingent upon the delivery to the County of Improvements, which have been constructed to County Standards or the express order of acceptance by the County's Commissioners Court.

4) The Subdivider has no claim or rights under this Agreement to funds drawn under the Security or any accrued interest earned on the funds to the extent the same are used by the County hereunder.

5) All funds obtained by the County pursuant to one or more draws under the Security shall be maintained by the County in an interest bearing account or accounts until such funds, together with accrued interest thereon (the "Escrowed Funds"), are disbursed by the County.

6) The County shall disperse all or portions of the Escrowed Funds as Improvements are completed by the County, or in accordance with the terms of a written construction contract between the County and a third party for the construction of the Improvements.

7) Escrowed Funds not used or held by the County for the purpose of completing an Improvement or correcting defects in or failures of an Improvement, together with any interest accrued thereon, shall be paid by the County to the Issuer of the Security or, if the Security was originally in the form of cash, to the Subdivider, no later than sixty (60) days following the County's acceptance of the Improvement or its decision not to complete the Improvements using Escrowed Funds, whichever date is earlier.

G. Releases. The Executive Manager will, subject to the performance of the Subdivider of its obligations under this agreement and the Travis County Standards for Construction of

Streets & Drainage in Subdivisions, execute such releases of this Agreement as are necessary and reasonable upon the request of the Subdivider or a purchaser of a portion of the Property.

III. MISCELLANEOUS

A. Covenants, Restrictions, and Conditions. These Covenants, Restrictions, and Conditions will operate as covenants running with the land and will be binding upon the Subdivider and the Subdivider's legal representatives, successors and assigns.

B. Measure of Damages. The measure of damages for breach of this Agreement by the Subdivider is the actual cost of completing the Improvements in conformance with the County's Standards, including without limitation its associated administrative expenses.

C. Remedies. The remedies available to the County and the Subdivider under this Agreement and the laws of Texas are cumulative in nature.

D. Third Party Rights. No non-party shall have any right of action under this Agreement, nor shall any such non-party, including without limitation a trustee in bankruptcy, have any interest in or claim to funds drawn on the posted Security and held in escrow by the County in accordance with this Agreement.

E. Indemnification. The Subdivider shall indemnify and hold the County harmless from and against all claims, demands, costs, and liability of every kind and nature, including reasonable attorney's fees, for the defense of such claims and demands, arising from any breach on the part of Subdivider of any provision in this Agreement, or from any act or negligence of Subdivider or Subdivider's agents, contractors, employees, tenants, or licensees in the construction of the Improvements. The Subdivider further agrees to aid and defend the County, if the County is named as a defendant in an action arising from any breach on the part of Subdivider of any provision in this Agreement or from any act or negligence of Subdivider or Subdivider's agents, contractors, employees, tenants, or licensees in the construction of the Improvements.

F. No Waiver. The waiver of any provision of this Agreement will not constitute a waiver of any other provision, nor will it constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement. The County's failure to enforce any provision will not constitute a waiver or estoppel of the right to do so.

G. Attorney's Fees. The prevailing party in any litigation hereunder is entitled to recover its costs, including reasonable attorney's fees, court costs, and expert witness fees, from the other party. If the court awards relief to both parties, each will bear its own costs.

H. Successors and Assigns. This Agreement is binding on the Subdivider and the heirs, successors, and assigns of the Subdivider and on any person acquiring an ownership interest in the Property through the Subdivider. The Subdivider's obligations under this Agreement may not be assigned without the written approval of the County; provided the County's approval shall not be unreasonably withheld if the Subdivider's assignee expressly

assumes all obligations of the Subdivider under this Agreement. An assignment shall not be construed as releasing the Subdivider from Subdivider's obligations under this Agreement and Subdivider's obligations hereunder shall continue notwithstanding any assignment approved pursuant to this Paragraph unless and until the County executes and delivers to the Subdivider a written release. The County agrees to release the Subdivider, if the Subdivider's assignee expressly assumes the Subdivider's obligations under this Agreement and has posted the Security required by this Agreement. The County in its sole discretion may assign some or all of its rights under this Agreement and any such assignment shall be effective upon notice to the Subdivider.

I. Expiration. This Agreement will terminate upon the vacation of the Subdivision by the Subdivider or the completion of the Subdivider's obligations under this Agreement, whichever occurs first.

J. Notice. Any notice under this Agreement must be in writing and will be effective when personally delivered or three (3) days after deposit in the U.S. Mail, postage prepaid, certified with return receipt requested, and addressed as follows:

Subdivider: KM AVALON LTD.
1011 North Lamar Boulevard
Austin, Texas 78703

County: Transportation & Natural Resources Department
P.O. Box 1748 Austin, Texas 78767
Attn: Executive Manager

Copy to: Travis County Attorney's Office
P.O. Box 1748
Austin, Texas 78767

The parties may change their respective addresses for notice to any other location in the United States in accordance with the provisions of this Paragraph.

K. Severability. If any provision of this Agreement is held by a court to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability shall not affect the validity of any other provision and the rights of the parties will be construed as if such provision was never part of this Agreement.

L. Jurisdiction and Venue. This Agreement concerns real property located in Travis County, Texas, and shall be governed and construed under Texas law. Venue for any action arising under this Agreement shall be exclusively in Travis County, Texas.

M. Captions Immaterial. The captions or headings of the paragraphs of this Agreement are for convenience only and shall not be considered in construing this Agreement.

N. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof. Any oral representations or modifications

concerning this Agreement shall be of no force or effect, except a subsequent written modification executed by both parties. NO OFFICIAL, EMPLOYEE, OR AGENT OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, MODIFY, OR OTHERWISE CHANGE THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COMMISSIONERS COURT.

This Agreement is executed as of the dates set forth below and is effective upon approval by the County of the final plat for the Subdivision or upon approval of Alternative Fiscal in accordance with County regulations.

TRAVIS COUNTY, TEXAS

SUBDIVIDER:

County Judge
Date: _____

KM AVALON, LTD.


By: Blake Magee

Name: Blake Magee
Title: President
Authorized Representative
Date: 8/21/07

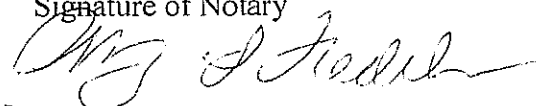
ACKNOWLEDGEMENT

STATE OF TEXAS

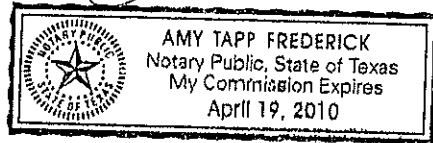
COUNTY OF TRAVIS

This instrument was acknowledged before me on the day of August 21, 2007, by Blake Magee, in the capacity stated herein.

Signature of Notary



After Recording Return to:
Executive Manager,
Transportation and Natural Resources
P.O. Box 1748
Austin, Texas 78701



§ EXHIBIT A: METES AND BOUNDS DESCRIPTION OF PROPERTY

**AVALON, PHASE 4
METES AND BOUNDS DESCRIPTION OF A
27.04 ACRE TRACT IN THE PHILIP GOLDEN SURVEY NO. 17, A-328
AND THE EDWARD FLINT SURVEY NO. 11, A-277
TRAVIS COUNTY, TEXAS**

All that certain 27.04 acres of land out of the 199.93 acre tract as described in the deed from Ronny Rinderknecht, et al to KM Avalon, LTD. recorded under Document No. 2005118416, in the Official Public Records of Travis County, Texas, and out of the 44.99 acre tract described in the deed from Ronny Rinderknecht, et al to KM Avalon, LTD. recorded under Document No. 2005118415, in the Official Public Records of Travis County, Texas, in the Philip Golden Survey No. 17, A-328 in Travis County, Texas, and the Edward Flint Survey No. 11, A-277 in Travis County, Texas, and more particularly described by metes and bounds as follows: (All bearings based on the Texas state plane coordinate system central zone.)

BEGINNING at a ½" iron rod found for the northwesterly corner of the Final Plat of Avalon Phase 1, according to the plat thereof recorded under Document No. 200600308, in the Official Public Records of Travis County, Texas, and common to a point in the north line of Crispin Hall Lane (R.O.W. 60');

THENCE with the west line of said Avalon Phase 1, the following five (5) courses and distances;

1. South 69°47'00" West – 60.00' to a ½" iron rod found for a point in the south line of said Crispin Hall Lane;
2. South 54°06'11" West – 102.69' to a ½" iron rod found for a point in the west line of said Avalon Phase 1;
3. South 51°28'00" West – 739.00' to a ½" iron rod found for a point in the west line of said Avalon Phase 1;
4. South 60°43'12" West – 46.42' to a ½" iron rod found for a point in the west line of said Avalon Phase 1;
5. South 63°33'03" West – 310.28' to a ½" iron rod set for an angle corner of the herein described tract;

THENCE crossing the said 199.93 acre tract, the following eighteen (18) courses and distances;

1. North 26°26'57" West – 175.00' to a ½" iron rod set for an angle corner of the herein described tract;

PAGE 2 AVALON PHASE, 4

2. North 26°26'57" West – 65.00' to a ½" iron rod set for an angle corner of the herein described tract;
3. North 24°02'34" West – 67.51' to a ½" iron rod set for an angle corner of the herein described tract;
4. North 23°11'16" West – 64.43' to a ½" iron rod set for an angle corner of the herein described tract;
5. North 22°33'45" West – 65.06' to a ½" iron rod set for an angle corner of the herein described tract;
6. North 19°36'30" West – 65.66' to a ½" iron rod set for an angle corner of the herein described tract;
7. North 22°51'02" West – 65.53' to a ½" iron rod set for an angle corner of the herein described tract;
8. North 36°42'59" West – 74.57' to a ½" iron rod set for an angle corner of the herein described tract;
9. North 36°43'38" West – 35.38' to a ½" iron rod set for an angle corner of the herein described tract;
10. South 53°16'16" West – 23.82' to a ½" iron rod set for an angle corner of the herein described tract;
11. North 60°28'16" West – 82.08' to a ½" iron rod set for an angle corner of the herein described tract;
12. South 30°14'20" West – 172.68' to a ½" iron rod set for the Point of Curvature of a curve to the left, having a central angle of 02°46'06" and a radius of 215.00';
13. Along said curve to the left in a westerly direction, an arc distance of 10.39', to a ½" iron rod set for the end of curve;
14. North 62°31'46" West – 6.73' to a ½" iron rod set for an angle corner of the herein described tract;
15. South 27°28'14" West – 125.25' to a ½" iron rod set for an angle corner of the herein described tract;
16. North 62°18'47" West – 65.00' to a ½" iron rod set for an angle corner of the herein described tract;

PAGE 3 AVALON PHASE, 4

17. North 27°28'14" East – 60.00' to a ½" iron rod set for an angle corner of the herein described tract;

18. North 62°31'46" West – 175.00' to a ½" iron rod set in the east line of the Final Plat of Avalon Phase 3, according to the plat thereof recorded under Document No. 200600366, in the Official Public Records of Travis County, Texas;

THENCE North 27°28'14" East – 416.66' with the east line of said Avalon Phase 3 to a ½" iron rod found for a northeast corner of said Avalon Phase 3;

THENCE crossing the said 199.93 acre tract, the following sixteen (16) courses and distances;

1. North 85°27'07" East – 944.26' to a ½" iron rod set for an angle corner of the herein described tract;
2. South 87°15'43" East – 40.17' to a ½" iron rod set for an angle corner of the herein described tract;
3. South 81°15'43" East – 50.17' to a ½" iron rod set for an angle corner of the herein described tract;
4. South 73°37'56" East – 49.51' to a ½" iron rod set for an angle corner of the herein described tract;
5. South 66°06'11" East – 22.91' to a ½" iron rod set for an angle corner of the herein described tract;
6. South 60°58'28" East – 75.79' to a ½" iron rod set for an angle corner of the herein described tract;
7. South 49°26'02" East – 86.78' to a ½" iron rod set for an angle corner of the herein described tract;
8. South 46°15'20" East – 64.56' to a ½" iron rod set for an angle corner of the herein described tract;
9. South 45°07'32" East – 23.98' to a ½" iron rod set for an angle corner of the herein described tract;
10. North 38°25'02" East – 198.38' to a ½" iron rod set for an angle corner of the herein described tract;

PAGE 4 AVALON PHASE, 4

11. South 51°34'58" East – 15.67' to a ½" iron rod set for the Point of Curvature of a curve to the right, having a central angle of 10°35'51", a radius of 360.00' and from which point the center of the circle of said curve bears South 38°25'02" West;
12. Along said curve to the right in a easterly direction, an arc distance of 66.59', to a ½" iron rod set for the end of curve;
13. North 49°00'56" East – 79.30' to a ½" iron rod set for an angle corner of the herein described tract;
14. North 19°44'24" West – 346.95' to a ½" iron rod set for an angle corner of the herein described tract;
15. South 87°16'45" East – 520.92' to a ½" iron rod set for an angle corner of the herein described tract;
16. South 30°59'37" East – 286.00' to a ½" iron rod found for a point in the east line of the said Final Plat of Avalon Phase 1, common to a point in the south line of said 44.99 acre tract

THENCE South 59°00'24" West – 597.38' with the west line of said Final Plat of Avalon Phase 1 to the **POINT OF BEGINNING** and containing 27.04 acres of land.

Prepared by:
PATE SURVEYORS
a division of
Pate Engineers, Inc.
Job No. 1655-001-01-A550



Neil Hines *24 August 2007*
Neil Hines, R.P.L.S. Date
Texas Registration No. 5642
Pate Surveyors
A Division of Pate Engineers, Inc.
7801 North Capital of Texas Highway
Suite 350
Austin, Texas 78731
512-340-0600

THIS LEGAL DESCRIPTION IS ISSUED IN CONJUNCTION WITH THE SUBDIVISION PLAT FOR AVALON, PHASE 4.

17

Travis County Commissioners Court Agenda Request

Voting Session October 21, 2008

Work Session

I. A. Request made by: Joseph P. Gieselman, TNR Executive Manager Phone # 854 -9434

B. Requested Text:
Consider and take appropriate action on a request to approve revisions to Amendment No. 1 to the Advance Funding Agreement with TxDot for Gilleland Creek Trail, Phase III, a Surface Transportation Program Metropolitan Mobility project, in Precinct 2

C. Approved by: Commissioner Gerald Daugherty, Precinct 3

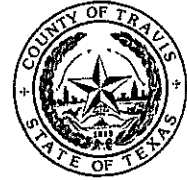
II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (Original and eight (8) copies of agenda request and backup).

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

III. Required Authorizations: Please check if applicable:

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

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



TRANSPORTATION AND NATURAL RESOURCES DEPARTMENT


JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

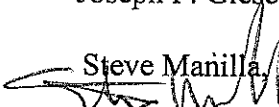
411 W. 13th St.
Eleventh Floor
P.O. Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4626

Date: October 8, 2008

MEMORANDUM

To: Members of the Commissioners' Court

Through: Joseph P. Gieselman, Executive Manager 

From:  Steve Manilla, Public Works Director

Subject: Revised Amendment No. 1 to Advance Funding Agreement with TXDOT for Gilleland Creek Trail (Phase III)

Proposed Motion:

Consider and take appropriate action on a request to approve Revisions to Amendment No. 1 to the Advance Funding Agreement with Texas Department of Transportation for Gilleland Creek Trail, Phase III, a Surface Transportation Program Metropolitan Mobility Project (STP MM).

Summary and Staff Recommendation:

On August 12, 2008, the Court approved Amendment No. 1 to the AFA for Phase III of the Gilleland Creek Trail project, which is an STP MM (Metropolitan Mobility) project in the FY 2006-2008 TIP. The amendment increased the total project budget to \$1,269,000, the Federal participation from \$520,000 to \$995,000, and the local match from \$130,000 to \$274,500. However, due to a math error by TxDOT, the total estimated cost of the project in Attachment C-1 of the amendment, showed an amount of \$1,294,000, which is \$25,000 higher than the correct amount. As a result, the dollar figure for Federal participation was higher by the same amount. The math error, however, did not carry over to Travis County's Local Participation amount of \$274,500, and that amount still remains the same. The revised Amendment No. 1 does not increase County's financial obligation in this agreement.

The design is complete and currently under review by TxDOT for authorization to bid.

Staff recommends approval of the revised Amendment No. 1 to the advance funding agreement.

Budgetary and Fiscal Impact:

The revised Amendment No.1 will not have any impact on Travis County's share of the cost for this project. The Advance Funding Agreement enables the county to be reimbursed for 80% of the expenditures for the project. Travis County's 20% local match will come from 2006 CO's. The County will be required to pay all costs of the project and seek reimbursement for up to 80%.

Issues and Opportunities:

The Advanced Funding Agreement indicates the project limits to be from Heatherwilde Boulevard along Gilleland Creek and Grand Avenue Parkway to IH 35. A sidewalk was built along Grand Avenue Parkway from IH – 35 to Gilleland Creek in previous County projects. This project will construct new 10' wide concrete trail along Gilleland Creek from Grand Avenue Parkway to Heatherwilde Boulevard where it will connect with the City of Pflugerville Trail system. The project area is to be annexed by the City of Pflugerville sometime this Fall, but the City has indicated that it prefers for the County to manage the construction of the project. An interlocal agreement may be required, depending on the timing of the annexation and TxDOT's authorization to bid.

Background:

The CAMPO Policy Advisory Committee initially approved \$520,000 in STP MM for this project. In the FY 2006 budget process the Travis County Commissioners' Court approved \$150,000 for the remainder of the project cost. However, due to increases in construction costs and the addition of two creek crossings, on May 12, 2008 CAMPO increased its participation to \$995,000, and consequently, Travis County's participation increased to \$274,500. The County Commissioners' court approved an additional \$125,000 in the fiscal year 2008 budget to cover the increase in the County's funding participation.

Phase I of the Gilleland Creek Trail project has been completed. It consisted of constructing the trail through the NE Metro Park and along the park's primary entrance road that intersects with Pecan Street. Phase II of the trail project extends from the Park entrance road westward along Pecan Street to Immanuel Drive where it will connect with the City of Pflugerville's trail system. The construction contract for Phase II was awarded by the Court on September 16, 2008 to EBC Construction, LLC, and is currently under construction concurrently with the construction of the Pecan Street County CIP project. The City's trail system will provide connectivity between Phases II and III.

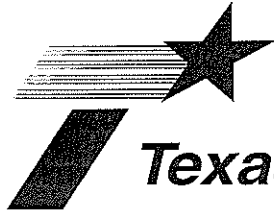
Required Authorizations:

Christopher Gilmore, Assistant County Attorney
Jessica Rio, Planning and Budget

Exhibits: Revised Amendment No. 1 to Advance Funding Agreement for a Surface Transportation Program Metropolitan Mobility (STP MM) Project.

Last Updated 10-16-08 at 4:00 pm

cc: Pat Crews-Weight, TxDOT
Ed Collins, TxDOT
Sean O'Neal, Auditor's Office
Donna Williams-Jones, TNR



Texas Department of Transportation

P.O. DRAWER 15426 • AUSTIN, TEXAS 78761-5426 • (512) 832-7000

October 2, 2008

Travis County
CSJ: 0914-04-200
Gilleland Creek Trail (PH III)
Amendment No. 1

RECEIVED

OCT 06 2008

TNR

Joe Gieselman
Executive Manager
Transportation and Natural Resources
County of Travis
P.O. Box 1748
Austin, Texas 78767-1748

CODE: 9101

Attn: Steve Manilla

Dear Mr. Gieselman:

Enclosed are two **REVISED** original copies of Amendment No. 1 to the Advance Funding Agreement executed May 27, 2007, for the above project. The project consists of the construction of sidewalks. Amendment No. 1 is due to an increase of STP MM funds granted by CAMPO May 12, 2008. Revisions to the document sent under cover letter July 24, 2008 include the correction of the maximum federal dollars that will be available for reimbursement.

Please return the two signed and dated documents for further processing by this office. An executed copy will be returned for your records.

I apologize for any inconvenience this may have caused. If you have any questions, please contact me at 832-7050.

Sincerely,

Patricia L. Crews-Weight, P.E.
Director of Design - AUS

Attachments

CSJ #0914-04-200
District #14 - Austin
Code Chart 64 #50227
Gilleland Creek Trail (PH III)
Heatherwilde Dr to I-35

STATE OF TEXAS §
COUNTY OF TRAVIS §



**ADVANCE FUNDING AGREEMENT
AMENDMENT #1**

THIS AMENDMENT IS MADE BY AND BETWEEN the State of Texas, acting through the Texas Department of Transportation, hereinafter called the State, and Travis County, acting by and through its duly authorized officials, hereinafter called the Local Government.

WITNESSETH

WHEREAS, the State and the Local Government executed a contract on May 27, 2007, to effectuate their agreement to construct sidewalks; and,

WHEREAS, it has become necessary to amend that contract;

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, the State and the Local Government do agree as follows:

AGREEMENT

Article 1. Description of Amended Items

The Local Government received additional funding under the program. Due to the increase in maximum Federal Dollars to be reimbursed, it has become necessary to update the budget to more accurately reflect the current participation amounts. Therefore, Attachment C of the original contract is voided in its entirety and replaced with Attachment C-1 contained herein.

All other provisions of the original contract are unchanged and remain in full force and effect.

Article 2. Signatory Warranty

The signatories to this amendment warrant that each has the authority to enter into this agreement on behalf of the organization they represent.

IN WITNESS WHEREOF, THE STATE AND THE LOCAL GOVERNMENT have executed duplicate counterparts to effectuate this agreement.

THE LOCAL GOVERNMENT

Name of Local Government
By: _____
Signature

Printed Name

Title

Date

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.
By: _____
Name

Title

Date

CSJ #0914-04-200
 District #14 - Austin
 Code Chart 64 #50227
 Gilliland Creek Trail (PH III)
 Heatherwilde Dr to I-35

ATTACHMENT C-1

The Local Government will participate in the cost of the construction of sidewalks as part of the trail system on Gilleland Creek Trail from Heatherwilde Dr to I-35. The Local Government's participation is 20.4% of the cost of this particular improvement and the other 79.6% will be paid for with federal funds up to the Federal authorized amount of \$995,000.00. The Local Government's estimated participation of this work is \$274,500, including preliminary engineering, construction items, and construction engineering and inspection. The State has estimated the project to be as follows:

Description	Total Estimate Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
CONSTRUCTION COSTS							
Preliminary Engineering and Construction of sidewalks	\$1,250,000	79.6%	\$995,000	0%	\$0	20.4%	\$255,000
Subtotal	\$1,250,000		\$995,000		\$0		\$255,000
Direct State Costs (including plan review and oversight)	\$19,500	0%	\$0	0%	\$0	100%	\$19,500
Indirect State Costs (no local participation required except for service projects)	\$0		\$0		\$0		\$0
TOTAL	\$1,269,500		\$995,000		\$0		\$274,500

Direct State Cost will be based on actual charges.

Local Government's Estimated Participation = **\$274,500**

The Local Government has contributed \$19,500 to date toward Direct and Indirect Costs.

It is further understood that the State will include only those items for the improvements as requested and required by the Local Government. This is an estimate only; final participation amounts will be based on actual charges to the project.

Travis County Commissioners Court Agenda Request

Voting Session 10/21/08
(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:
VARIANCE ONLY

A. A variance request from Title 30-3-191, Sidewalk Installation in Subdivisions (Requires new subdivisions to construct sidewalks) for the Buttross Farms Subdivision in Precinct 4.

B. Approved by:

Commissioner Margaret Gómez, Precinct 4

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

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

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

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

October 10, 2008

TO: Members of the Commissioners' Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM:  Anna Bowlin, Division Director, Development Services Division

SUBJECT: Buttross Farms Subdivision, Variance Only, in Precinct 4

PROPOSED MOTION:

Consider and take appropriate action on:

VARIANCE ONLY

- A. A variance request from Title 30-3-191, Sidewalk Installation in Subdivisions (Requires new subdivisions to construct sidewalks) for the Buttross Farms Subdivision in Precinct 4.**

SUMMARY AND STAFF RECOMMENDATION:

This final plat consists of nine lots on 61.79 acres. However, this request is for a variance only, and the final plat will be scheduled at Commissioners' Court after the subdivision is approved by the City of Austin's Zoning and Platting Commission. There are no new public or private streets proposed with this subdivision.

Pursuant to Section 30-3-191(B), the platting board (Commissioners' Court) "may waive the requirement to install a sidewalk based on criteria in the Transportation Criteria Manual". After reviewing the Transportation Criteria Manual pertaining to sidewalks, the variance may be supported by considering there is no curb or gutter currently in place along Elroy Road, there are no pedestrian generators within the immediate area, and there is no existing pedestrian system within the overall subdivision or connecting roadway to which sidewalks would be linked.

Therefore staff recommends a variance from Commissioners' Court for the requirements of § 30-3-191.

ISSUES:

Staff has not received any inquiries from adjacent property owners. Should staff receive any inquiries at the City of Austin Zoning and Platting Commission or prior to Commissioners' Court, an addendum to this back up memorandum will be provided to the Court.

BUDGETARY AND FISCAL IMPACT:

None.

REQUIRED AUTHORIZATIONS:

None.

EXHIBITS:

Location map

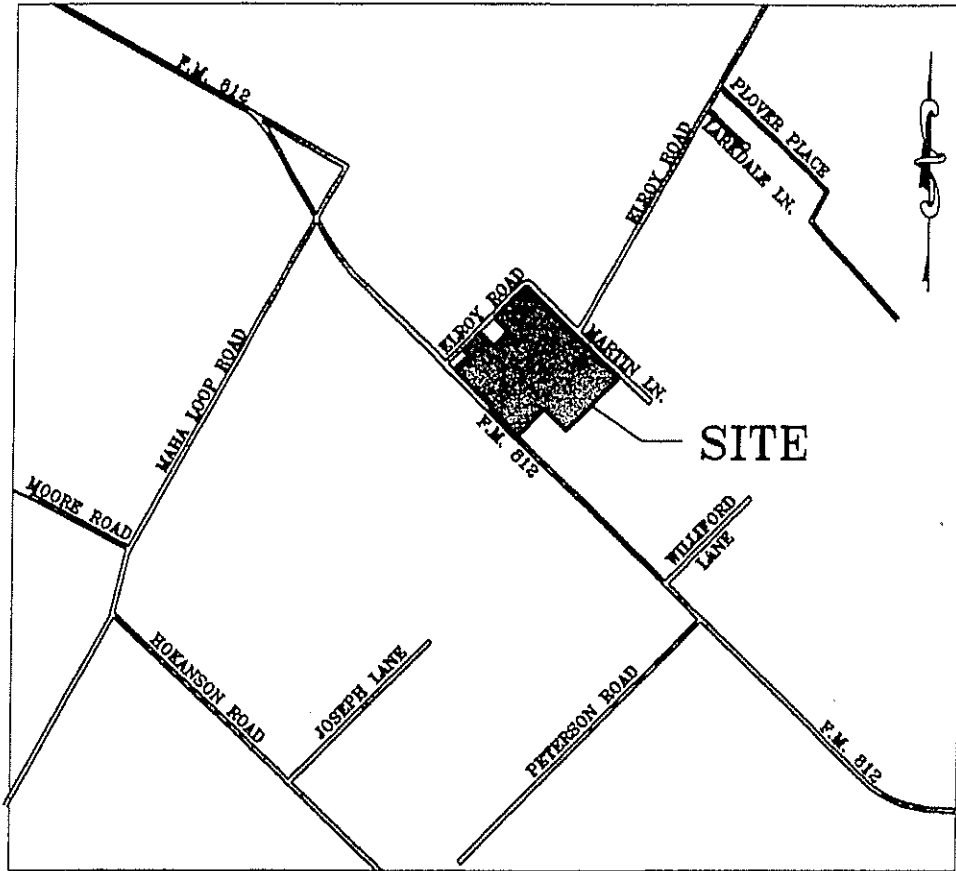
Precinct map

Proposed plat

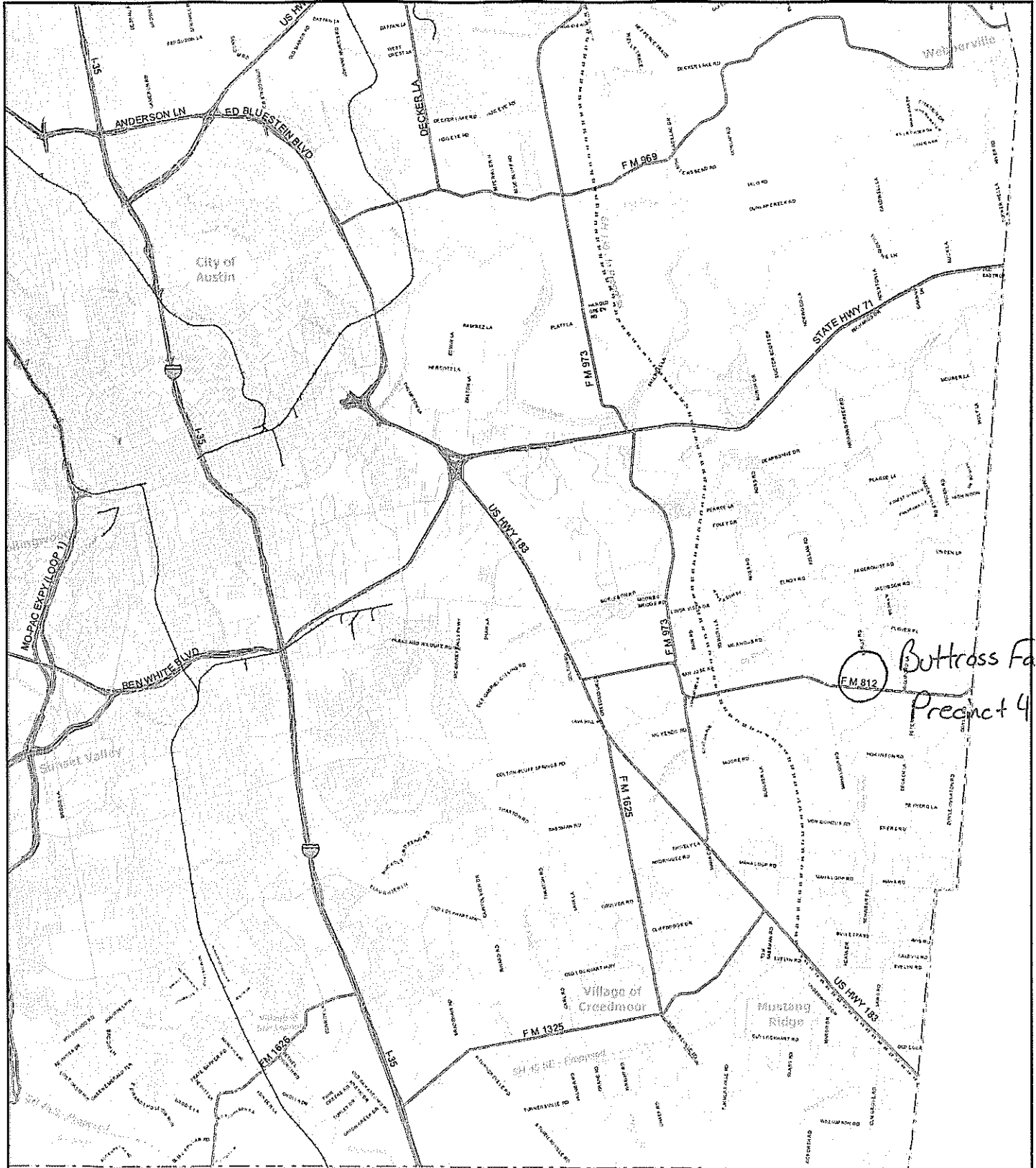
Letter requesting the variance

AMB: mph 1105

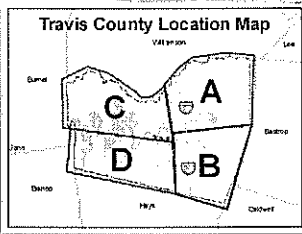
BUTTROSS FARMS SUBDIVISION



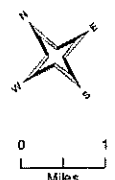
LOCATION MAP
N.T.S.



*Buttrass Farms
Precinct 4*



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



Legend	
Proposed/In Progress Roadway	Commissioner Precinct
State Maintained	Precinct 1
Incorporated	Precinct 2
Travis County Maintained	Precinct 3
Not Maintained	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>

BUTTROSS FARMS SUBDIVISION

STATE OF TEXAS :
 COUNTY OF TRAVIS :
 KNOW ALL MEN BY THESE PRESENTS, THAT B32 ELDROY ESTATES, L.P. BEING THE OWNER OF THAT CERTAIN 27.615 ACRE TRACT OF LAND LOCATED IN THE PETER C. HARRISON SURVEY NO. 3, A-2-104, TRAVIS COUNTY, TEXAS, IN A DEED DATED JUNE 1, 2007 AND DESCRIBED IN DOCUMENT NO. 2007093299 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND IN ACCORDANCE WITH CHAPTER 212 OF THE TEXAS LOCAL GOVERNMENT CODE, TO BE KNOWN AS "BUTTROSS FARMS" IN ACCORDANCE WITH THE MAP OR PLAT SHOWN HEREON, AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF ALL STREETS AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

BY : FRANCO PATIL, GENERAL PARTNER DATE: _____
 STATE OF TEXAS :
 COUNTY OF TRAVIS :
 THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE ____ DAY OF _____, 20____.
 BY FRANCO PATIL.

NOTARY PUBLIC, STATE OF TEXAS
 MY COMMISSION EXPIRES: _____

STATE OF TEXAS :
 COUNTY OF TRAVIS :
 KNOW ALL MEN BY THESE PRESENTS, THAT ARMANDO SOTO BEING THE OWNER OF THAT CERTAIN 10.022 ACRE TRACT OF LAND LOCATED IN THE PETER C. HARRISON SURVEY NO. 3, A-2-104, TRAVIS COUNTY, TEXAS, IN A DEED OF TRUST DATED JANUARY 23, 2004 AND DESCRIBED IN DOCUMENT NO. 2004013334 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND IN ACCORDANCE WITH CHAPTER 212 OF THE TEXAS LOCAL GOVERNMENT CODE, TO BE KNOWN AS "BUTTROSS FARMS" IN ACCORDANCE WITH THE MAP OR PLAT SHOWN HEREON, AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF ALL STREETS AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

BY : ARMANDO SOTO DATE: _____
 STATE OF TEXAS :
 COUNTY OF TRAVIS :
 THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE ____ DAY OF _____, 20____.
 BY ARMANDO SOTO.

NOTARY PUBLIC, STATE OF TEXAS
 MY COMMISSION EXPIRES: _____

STATE OF TEXAS :
 COUNTY OF TRAVIS :
 KNOW ALL MEN BY THESE PRESENTS, THAT CATALINO BAUTISTA BEING THE OWNER OF THAT CERTAIN 10.000 ACRE TRACT OF LAND LOCATED IN THE PETER C. HARRISON SURVEY NO. 3, A-2-104, TRAVIS COUNTY, TEXAS, IN A DEED OF TRUST DATED JANUARY 23, 2004 AND DESCRIBED IN DOCUMENT NO. 2004013334 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND IN ACCORDANCE WITH CHAPTER 212 OF THE TEXAS LOCAL GOVERNMENT CODE, TO BE KNOWN AS "BUTTROSS FARMS" IN ACCORDANCE WITH THE MAP OR PLAT SHOWN HEREON, AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF ALL STREETS AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

BY : CATALINO BAUTISTA DATE: _____
 STATE OF TEXAS :
 COUNTY OF TRAVIS :
 THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE ____ DAY OF _____, 20____.
 BY CATALINO BAUTISTA.

NOTARY PUBLIC, STATE OF TEXAS
 MY COMMISSION EXPIRES: _____

STATE OF TEXAS :
 COUNTY OF TRAVIS :
 KNOW ALL MEN BY THESE PRESENTS, THAT BERNICE CEBALLOS BEING THE OWNER OF THAT CERTAIN 10.001 ACRE TRACT OF LAND LOCATED IN THE PETER C. HARRISON SURVEY NO. 3, A-2-104, TRAVIS COUNTY, TEXAS, IN A DEED OF TRUST DATED MARCH 31, 2006 AND DESCRIBED IN DOCUMENT NO. 2006080774 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND IN ACCORDANCE WITH CHAPTER 212 OF THE TEXAS LOCAL GOVERNMENT CODE, TO BE KNOWN AS "BUTTROSS FARMS" IN ACCORDANCE WITH THE MAP OR PLAT SHOWN HEREON, AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF ALL STREETS AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

BY : BERNICE CEBALLOS DATE: _____
 STATE OF TEXAS :
 COUNTY OF TRAVIS :
 THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE ____ DAY OF _____, 20____.
 BY BERNICE CEBALLOS.

NOTARY PUBLIC, STATE OF TEXAS
 MY COMMISSION EXPIRES: _____

STATE OF TEXAS :
 COUNTY OF TRAVIS :
 KNOW ALL MEN BY THESE PRESENTS, THAT EDGAR LOVAINOS AND ANGEL VALDEZ BEING THE OWNERS OF THAT CERTAIN 1.000 ACRE TRACT OF LAND LOCATED IN THE PETER C. HARRISON SURVEY NO. 3, A-2-104, TRAVIS COUNTY, TEXAS, IN A DEED OF TRUST DATED JANUARY 23, 2004 AND DESCRIBED IN DOCUMENT NO. 2004013334 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND IN ACCORDANCE WITH CHAPTER 212 OF THE TEXAS LOCAL GOVERNMENT CODE, TO BE KNOWN AS "BUTTROSS FARMS" IN ACCORDANCE WITH THE MAP OR PLAT SHOWN HEREON, AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF ALL STREETS AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

BY : EDGAR LOVAINOS DATE: _____
 BY : ANGEL VALDEZ DATE: _____
 STATE OF TEXAS :
 COUNTY OF TRAVIS :
 THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE ____ DAY OF _____, 20____.
 BY DAVID ANTHONY BUTTROSS, JR.

NOTARY PUBLIC, STATE OF TEXAS
 MY COMMISSION EXPIRES: _____

STATE OF TEXAS :
 COUNTY OF TRAVIS :
 KNOW ALL MEN BY THESE PRESENTS, THAT DAVID ANTHONY, INC. BEING THE OWNERS OF THAT CERTAIN 3.180 ACRE TRACT OF LAND, THE REMAINDER OF THE 89.799 ACRE TRACT LOCATED IN THE PETER C. HARRISON SURVEY NO. 3, A-2-104, TRAVIS COUNTY, TEXAS, IN A DEED OF TRUST DATED JANUARY 23, 2004 AND DESCRIBED IN DOCUMENT NO. 2004013334 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND IN ACCORDANCE WITH CHAPTER 212 OF THE TEXAS LOCAL GOVERNMENT CODE, TO BE KNOWN AS "BUTTROSS FARMS" IN ACCORDANCE WITH THE MAP OR PLAT SHOWN HEREON, AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF ALL STREETS AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

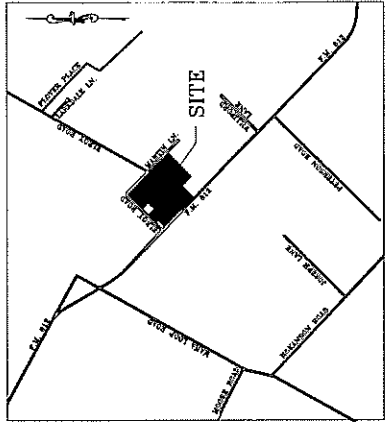
DAVID ANTHONY, INC.
 A TEXAS CORPORATION
 BY : DAVID ANTHONY BUTTROSS, JR. DATE: _____
 PRESIDENT

STATE OF TEXAS :
 COUNTY OF TRAVIS :
 THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE ____ DAY OF _____, 20____.
 BY DAVID ANTHONY BUTTROSS, JR.

NOTARY PUBLIC, STATE OF TEXAS
 MY COMMISSION EXPIRES: _____

STATE OF TEXAS :
 COUNTY OF TRAVIS :
 I, DANA DEBEAUMOUR, CLERK OF THE COUNTY COURT, OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING, AND ITS CERTIFICATE OF AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF _____, 20____, AT _____ O'CLOCK _____ M., DULY RECORDED ON THE ____ DAY OF _____, 20____, DOCUMENT NUMBER _____, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY.

WITNESS MY HAND AND SEAL OF THE COUNTY COURT OF TRAVIS COUNTY, TEXAS, ON _____ DAY OF _____, 20____.



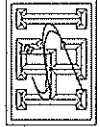
LOCATION MAP
 N.T.S.

STATE OF TEXAS :
 COUNTY OF TRAVIS :
 I, DANA DEBEAUMOUR, CLERK OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING, AND ITS CERTIFICATE OF AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF _____, 20____, AT _____ O'CLOCK _____ M., DULY RECORDED ON THE ____ DAY OF _____, 20____, DOCUMENT NUMBER _____, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY.

WITNESS MY HAND AND SEAL OF THE COUNTY COURT, THE ____ DAY OF _____, 20____.
 DANA DEBEAUMOUR, COUNTY CLERK
 TRAVIS COUNTY, TEXAS
 DEPUTY

WITNESSED STATUS:
 NO PORTION OF THIS SUBDIVISION IS WITHIN THE DESIGNATED FLOOD HAZARD AREA AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) NO. 48453C0140E, TRAVIS COUNTY, TEXAS, DATED JUNE 16, 1993.
 CHARLES E. HOWARD, O.E. #5521
 HOWARD ENGINEERS, INC.
 4303 RUSSELL DR.

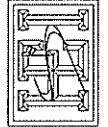
**BUTTROSS FARMS
 SUBDIVISION**
 HOWARD ENGINEERS, INC.
 4303 Russell Drive
 Austin, Texas 78704
 Phone: (512) 448-0881
 Email: hci@howardengineers.com



DEVELOPER INFORMATION:

CONTRACTORS: DAVID ANTHONY INC 700 CAMERON RD #100 AUSTIN, TEXAS 78754 (512) 330-0888 SURVEYOR: DALE L. OLSON & P.L.S. #1753 DALE L. OLSON SURVEYING CO., INC 711 WATER STREET BASTROP, TEXAS (512) 321-5478 ENGINEERS: CHARLES E. HOWARD, P.E. #25321 HOWARD ENGINEERS, INC 4303 RUSSELL DRIVE AUSTIN, TEXAS 78704 (512) 448-0881 ELEGANT: EDGAR LOYANOS & ANGEL VALDEZ AUSTIN, TX BENEDICTO GEBALLOS CIRCLE GEL VALLE, TX 78617 CATALINO BUSTITA 407 REYS WAY AUSTIN, TX 78745 812 ELROY ESTATES, L.P 233 CARLE ROOGE ROAD AUSTIN, TX 78746 EDGAR LOYANOS & ANGEL VALDEZ 126 CREEKWOOD TRAIL AUSTIN, TX AUSTIN ENERGY 721 BARTON SPRINGS RD AUSTIN, TEXAS 78704-1194 (512) 494-9400

LAND USE TABLE with columns: LOT, DESIGATED USE, ACRES. Rows 1-9 showing various lot sizes and family types, totaling 61.738 acres.



CASE NO: CBJ-2007-0134.0A FILING DATE: JUNE 2007

PLAT NOTES:

- 1. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL THE STRUCTURE IS CONNECTED TO THE CITY OF AUSTIN WATER UTILITY SYSTEM AND AN ON-SITE SEWAGE DISPOSAL SYSTEM APPROVED BY TRANS COUNTY.
2. THE WATER UTILITY SYSTEM SERVING THIS SUBDIVISION MUST BE IN ACCORDANCE WITH THE CITY OF AUSTIN WATER UTILITY. ALL WATER CONSTRUCTION MUST BE INSPECTED BY THE CITY OF AUSTIN. THE LANDOWNER MUST PAY THE CITY INSPECTION FEE WITH THE UTILITY CONSTRUCTION.
3. RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS WHICH COMPLY WITH APPLICABLE CODES AND REQUIREMENTS OF THE CITY OF AUSTIN, THE OTHER UNDERSTANDS AND AGREES TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.
4. A TRANS COUNTY DEVELOPMENT PERMIT IS REQUIRED PRIOR TO ANY SITE DEVELOPMENT.
5. CITY OF AUSTIN WATER DEPARTMENT LIMITED TO TRANS COUNTY EMERGENCY SERVICES DISTRICT NO. 11 AND ALL DEVELOPMENT MUST MEET DISTRICT REQUIREMENTS.
6. A VARIANCE TO TITLE 30-3-181 (REQUIRES NEW SUBDIVISIONS TO CONSTRUCT SIDEWALKS) WAS APPROVED BY TRANS COUNTY COMMISSIONERS COURT ON...
ELECTRIC NOTES:
1. AUSTIN ENERGY HAS THE RIGHT TO FRAME AND/OR REMOVE TREES, SHRUBBERY AND OTHER OBSTRUCTIONS TO THE EXTENT NECESSARY TO KEEP THE EASEMENTS CLEAR.
2. THE OWNER/DEVELOPER OF THIS SUBDIVISION/LOT SHALL PROVIDE AUSTIN ENERGY WITH ANY EASEMENT AND/OR ACCESS REQUIRED, IN ADDITION TO THOSE INDICATED FOR INSTALLATION AND ONGOING MAINTENANCE OF OVERHEAD AND UNDERGROUND ELECTRIC UTILITIES.
3. REVEGETATION AND TREE PROTECTION, IN ADDITION, THE OWNER SHALL BE RESPONSIBLE FOR ANY INITIAL TREE PRUNING AND TREE REMOVAL THAT IS WITHIN TEN FEET OF THE CENTER LINE OF THE PROPOSED PROJECT. THE OWNER SHALL INCLUDE AUSTIN ENERGY'S WORK WITHIN THE LIMITS OF CONSTRUCTION FOR THIS PROJECT.
ENVIRONMENTAL NOTES:
1. THIS SUBDIVISION IS LOCATED IN THE MAHA WATERSHED MAHA IS CLASSIFIED AS A SUBURBAN WATERSHED WITHIN A 4197 ACRE CONTRIBUTING BASIN UPSTREAM OF THIS SUBDIVISION.
2. THIS SUBDIVISION IS NOT LOCATED OVER THE EDWARDS AQUIFER RECHARGE ZONE.
3. THIS SUBDIVISION IS NOT LOCATED OVER ANY OF THE FOLLOWING: AN OPEN SPACE LOT, OPEN SPACE LOT, OPEN SPACE TRAIL, AND OPEN SPACE CONSTRUCTION PURSUANT TO LOC SECTION 30-5-1-181, AND THE ENVIRONMENTAL CRITERIA MANUAL.
4. CONSTRUCTION OF SLOPE EXCEEDING 2% IS PROHIBITED.
5. FEATURE ALL ACTIVITIES WITHIN THE WETLANDS CRITICAL ENVIRONMENTAL FEATURE SETBACK MUST COMPLY WITH TITLE 30 (30-5) THE NATURAL VEGETATIVE COVER MUST BE RETAINED TO THE EXTENT POSSIBLE. ANY OTHER CONSTRUCTION IS PROHIBITED, AND WASTEWATER DISPOSAL OR IRRIGATION IS PROHIBITED.
BY APPROVING THIS PLAT, THE CITY OF AUSTIN ASSUMES NO OBLIGATION TO CONSTRUCT ANY INFRASTRUCTURE IN CONNECTION WITH THIS SUBDIVISION. THE SUBDIVISION DEVELOPER, THE DEVELOPER AND/OR OWNERS OF THE LOTS BEING OCCUPIED, FAILURE TO CONSTRUCT ANY REQUIRED INFRASTRUCTURE TO CITY STANDARDS MAY BE JUST CAUSE FOR THE CITY TO DENY PERMITS AND APPROVALS INCLUDING BUILDING PERMITS, SITE PLAN APPROVALS, AND/OR CERTIFICATES OF OCCUPANCY.
GENERAL NOTES:
1. TOTAL ACREAGE, 61.738 ACRES.
2. TOTAL NUMBER OF LOTS, 9.
3. TOTAL NUMBER OF PUBLIC STREETS, 0 (1).
4. TOTAL NUMBER OF LOTS, 9.

COMMISSIONERS' COURT RESOLUTION:

IN WHEREAS THIS PLAT, THE COMMISSIONERS COURT OF TRANS COUNTY, TEXAS, ASSUMES NO OBLIGATION TO BUILD THE STREETS, ROADS, AND OTHER PUBLIC IMPROVEMENTS SHOWN ON THIS PLAT OR ANY PORTIONS OR PORTIONS IN CONNECTION THEREWITH, THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC IMPROVEMENTS SHOWN ON THIS PLAT, THE COMMISSIONERS COURT OF TRANS COUNTY, TEXAS, HAS CONSIDERED THE RESPONSIBILITY OF THE OWNER AND/OR DEVELOPER OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF TRANS COUNTY, TEXAS.
THE OWNERS OF THE SUBDIVISION SHALL CONSTRUCT THE SUBDIVISION'S STREET AND DRAINAGE IMPROVEMENTS (THE IMPROVEMENTS) TO COUNTY STANDARDS IN ORDER FOR THE COUNTY TO ACCEPT THE IMPROVEMENTS AND FOR THE COUNTY TO ACCEPT THE IMPROVEMENTS. THE IMPROVEMENTS SHALL BE CONSTRUCTED AND MAINTAINED IN ACCORDANCE WITH THE IMPROVEMENTS TO SECURE THIS OBLIGATION. THE OWNERS MUST POST FISCAL SECURITY WITH THE COUNTY IN THE AMOUNT OF THE ESTIMATED COST OF THE IMPROVEMENTS. THE OWNERS' OBLIGATION TO CONSTRUCT THE IMPROVEMENTS TO COUNTY STANDARDS AND TO POST THE SECURITY DOES NOT INCLUDE THE OBLIGATION TO CONSTRUCT THE PUBLIC IMPROVEMENTS HAVE BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY, OR THE PRIVATE IMPROVEMENTS HAVE BEEN CONSTRUCTED AND ARE PERFORMING TO COUNTY STANDARDS.
THE AUTHORIZATION OF THIS PLAT BY THE COMMISSIONERS COURT FOR PLACING OR THE SUBDIVISION IMPROVEMENTS ON THE PLAT DOES NOT OBLIGATE THE COUNTY TO INSTALL STREET NAME SIGNS OR ERECT TRAFFIC CONTROL SIGNS SUCH AS SPEED LIMIT, STOP SIGNS, AND YIELD SIGNS, WHICH IS CONSIDERED TO BE A PART OF THE DEVELOPER'S CONSTRUCTION.
ACCEPTED AND AUTHORIZED FOR RECORD BY THE ZONING AND PLATING COMMISSION OF THE CITY OF AUSTIN, TEXAS, THIS THE _____ DAY OF _____ 20____.
BETTY BAKER CLARKE INAMORIN

SURVEYORS' CERTIFICATION: DALE L. OLSON, AN AUTHORIZED UNDER THE LAW OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THIS PLAT COMPLES WITH AND IS IN COMPLIANCE WITH TITLE 30 AS AMENDED, OF THE TEXAS LOCAL GOVERNMENT CODE AND SHOWS 82% OF THE TRANS SURVEY OF THE PROPERTY MADE BY ME OR UNDER MY SUPERVISION ON THE GROUND.

DALE L. OLSON R.P.L.S. #1753 DALE L. OLSON SURVEYING CO WATER STREET BASTROP, TEXAS 78003 512-321-5476

WATERSHED PROTECTION AND DEVELOPMENT: THIS SUBDIVISION PLAT IS LOCATED WITHIN THE _____ OF THE CITY OF AUSTIN ON THIS THE _____ DAY OF _____ 20____.

ACCEPTED AND AUTHORIZED FOR RECORD BY THE DIRECTOR, WATERSHED PROTECTION & DEVELOPMENT REVIEW DEPARTMENT, CITY OF AUSTIN, COUNTY OF TRAVIS, THIS THE _____ DAY OF _____ 20____.

VICTORIA LI, P.E., DIRECTOR WATERSHED PROTECTION AND DEVELOPMENT REVIEW

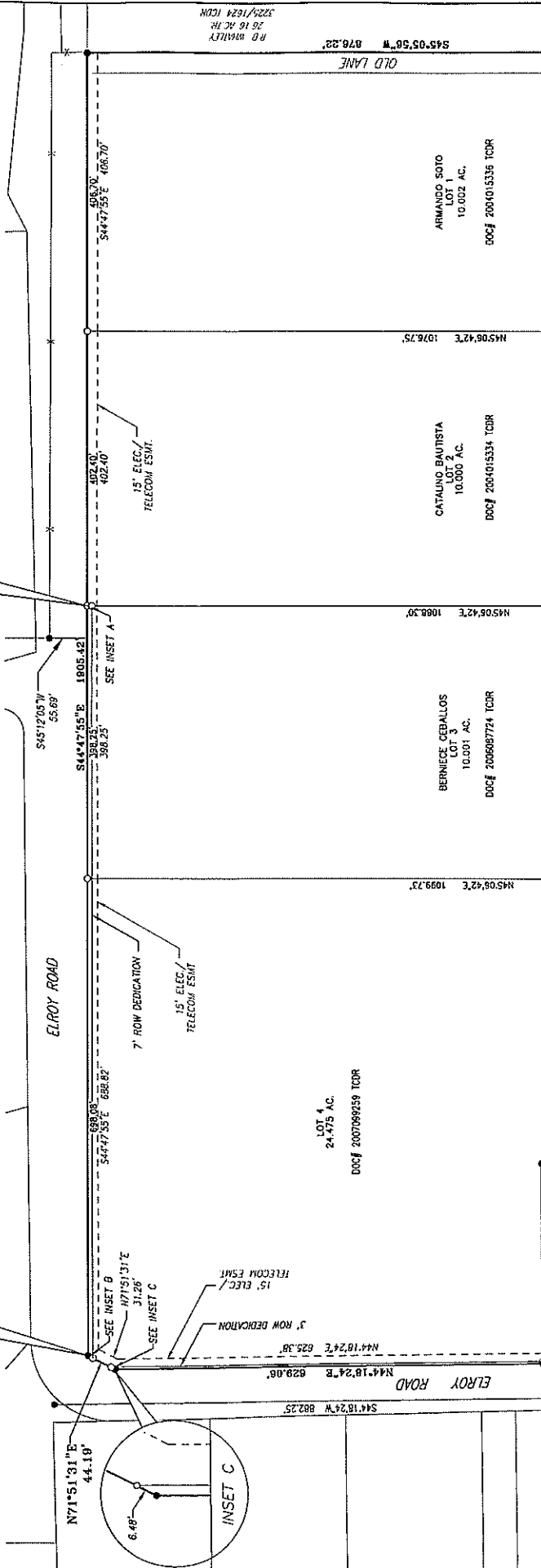
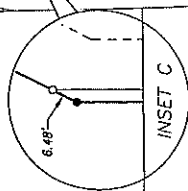
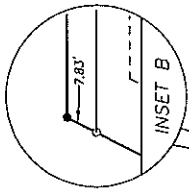
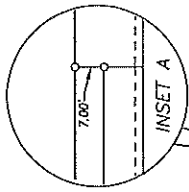
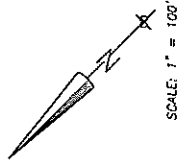
TRANS COUNTY (TC) ON-SITE WASTEWATER PROGRAM NOTES: 1. NO CONSTRUCTION MAY BEGIN ON A LOT IN THIS SUBDIVISION UNTIL PLANS FOR THE PRIVATE ON-SITE SEWAGE FACILITY (OSSEF) ARE SUBMITTED TO AND APPROVED BY THE TRANS COUNTY ON-SITE WASTEWATER PROGRAM. 2. EACH LOT IN THIS SUBDIVISION IS RESTRICTED TO ONE SINGLE FAMILY RESIDENCE ONLY PER TRANS 20S 2.660. 3. NO STRUCTURE IN THE SUBDIVISION SHALL BE OCCUPIED UNTIL THE ON-SITE WATER UTILITY SYSTEM IS SCHEDULED TO PROVIDE WATER FOR THE LOT. 4. NO ON-SITE SEWAGE FACILITY (OSSEF) MAY BE INSTALLED WITHIN TEN (10) FEET OF A POTABLE SUPPLY LINE OR A POTABLE WATER SPRINKLER SUPPLY LINE. 5. ALL DEVELOPMENT ON THIS LOT IN THIS SUBDIVISION MUST BE IN ACCORDANCE WITH THE MINIMUM OPERATION BY THE TRANS COUNTY ON-SITE WASTEWATER PROGRAM. 6. ALL DEVELOPMENT ON THIS LOT IN THIS SUBDIVISION MUST BE IN ACCORDANCE WITH THE MINIMUM ON LOTS 7 (SEVEN) AND 8 (EIGHT), BUILDING A RESIDENCE LARGER THAN 4,000 SQUARE FEET (SINGLE STORY OR FIRST STORY SLAB AREA) MAY NOT BE POSSIBLE DUE TO LOT SIZE. 7. THESE RESTRICTIONS ARE ENFORCEABLE BY THE TRANS COUNTY ON-SITE WASTEWATER PROGRAM AND/OR LOT OWNERS AT THIS SUBDIVISION.

PHIL G. KEE, P.E. ON-SITE WASTEWATER PROGRAM TRANS COUNTY INR

DATE

BUTTROSS FARMS SUBDIVISION

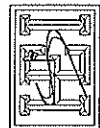
LEGEND	
	PROPERTY LINE
	LOT LINE
	15' ELEC./TELECOM EASEMENT
	3' ROW DEDICATION
	7' ROW DEDICATION
	ROW RESERVE
	OVERHEAD ELECTRIC LINE
	1/2" IRON ROD W/ PLASTIC CAP SET
	1/2" IRON ROD FOUND
	CONCRETE MONUMENT SET
	UTILITY EASEMENT FOUND
	DRAINAGE EASEMENT
	BENCH MARK
	CRITICAL ENVIRONMENTAL FEATURE SETBACK



MATCHLINE - SEE SHEET 4 OF 4

**BUTTROSS FARMS
SUBDIVISION**

HOWARD ENGINEERS, INC.
4303 Russell Drive
Austin, Texas 78704
Phone: (512) 448-0881
Fax: (512) 448-0880
Email: huf@howardengineers.com



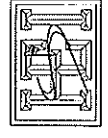
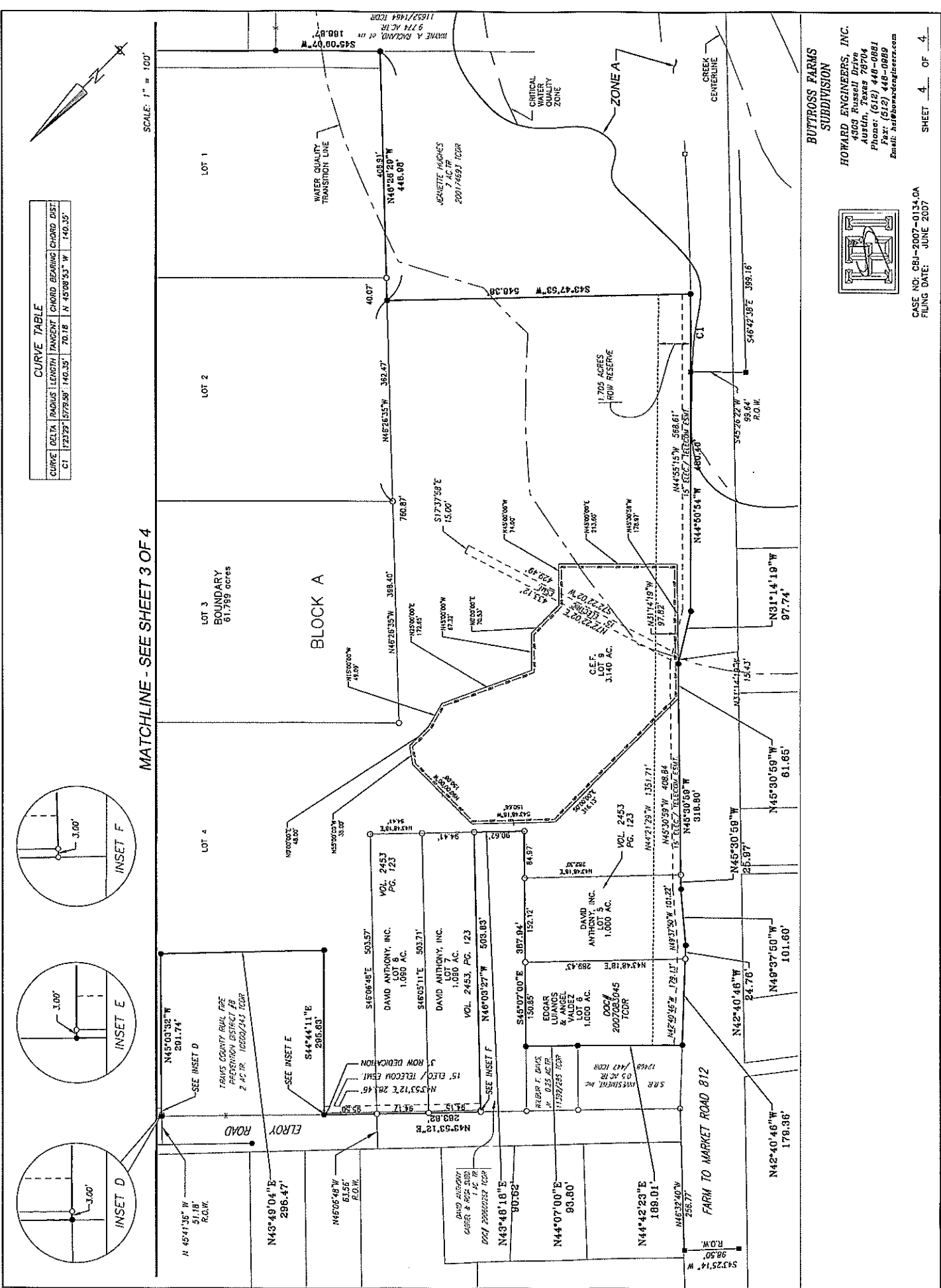
CASE NO: CB-2007-0134-CA
FILING DATE: JUNE 2007

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD	BEARING	CHORD DIST.
CT	173°32'	15779.59'	140.35'	70.18'	N 45°08'53" W	140.35'	

MATCHLINE - SEE SHEET 3 OF 4

SCALE: 1" = 100'



**BUTTROSS FARMS
SUBDIVISION**

HOWARD ENGINEERS, INC.
4509 Russell Drive
Austin, Texas 78704
Phone: (512) 448-0881
Fax: (512) 448-0889
Email: hsi@howardengineers.com

CASE NO: 651-2007-0134.0A
FILING DATE: JUNE 2007

SHEET 4 OF 4



HOWARD ENGINEERS, INC.

4303 Russell Drive
Austin, Texas 78704
Golf Course Design ! Engineering ! Subdivision Planning

July 24, 2008

Honorable Samuel T. Bisco, Judge
Travis County Commissioners Court
314 West 11th Street
Austin, TX 78701

Re: Case Number: C8J-2007-0134.0A, Buttross Farms Subdivision, FM 812 RD, Variance Request..

Honorable Sam Bisco & Commissioners Court:

The referenced subdivision is rural and remote from other habitations and facilities. Variance is respectfully requested from the City of Austin/Travis County Subdivision Regulations, Section 30-3-191 (all new subdivisions are required to install sidewalks) whereby there will be no sidewalks installed on Buttross Farms Subdivision lots.

Sincerely yours,

A handwritten signature in cursive script that reads "Charles E. Howard". The signature is written in black ink and is positioned above the typed name.

Charles E. Howard, P.E., Pres.
Howard Engineers, Inc.

RECEIVED
COUNTY JUDGE'S OFFICE

19 ✓

Travis County Commissioners Court Agenda Request

08 OCT 14 PM 4:35
Work Session (Date)

Voting Session 10/21/2008
(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 FUNDING AND THE EXTENSION OF CONTRACT IL070209VR FOR REGIONAL PLANNING/STUDYING WITH ENVISION CENTRAL TEXAS

C. Approved by: _____
Signature of Judge Sam Biscoe, County Judge

II. A. Is backup material attached*: Yes No
*Any backup material to be presented to the court must be submitted with this Agenda (original and eight (8) copies of agenda request and backup).

B. Have the agencies affected by this request been invited to attend the Work Session?
Yes No

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:

Jessica Rio, PBO
Vania Ramaekers, Purchasing
Cynthia McDonald, TNR

- III. Required Authorizations: Please check if applicable:
- Planning and Budget Office (854-9106)
 - Additional funding for any department or for any purpose
 - Transfer of existing funds within or between any line item budget
 - Grant
 - Human Resources Department (854-9165)
 - A change in your department's personnel (reclassifications, etc.)
 - Purchasing Office (854-9700)
 - Bid, Purchase Contract, Request for Proposal, Procurement
 - County Attorney's Office (854-9415)
 - Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: This Agenda Request complete with the backup memorandum and exhibits 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

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

October 13, 2008

MEMORANDUM

TO: Members of the Commissioners Court

FROM: Joseph P. Gieselman, Executive Manager, TNR

SUBJECT: CONSIDER AND TAKE APPROPRIATE ACTION ON THE FUNDING AND THE EXTENSION OF CONTRACT IL070209VR FOR REGIONAL PLANNING/STUDYING WITH ENVISION CENTRAL TEXAS

Proposed Motion:

Consider and take appropriate action on the funding, and on the extension of contract IL070209VR for Regional Planning/Studying with Envision Central Texas (ECT).

Summary and Recommendation:

The current contract with Envision Central Texas will expire on December 31, 2008, and no funding for this contract was approved during the FY2009 budget process.

Budgetary and Fiscal Impact:

No funds have been approved for this contract in FY2009. If this item is approved, TNR is requesting that the Court also approve an automatic transfer from Allocated Reserves (001-9800-981-9892) to Miscellaneous Administrative Costs (001-4905-621-7501) in TNR for this contract.

Issues and Opportunities:

The Commissioners Court has, in the past, supported Envision Central Texas and its efforts to provide regional planning and to address growth issues in Travis County and surrounding areas. If the Court approves continued support of ECT by extending the contract, ECT will need to provide an acceptable scope of its FY2009 deliverables to the Court before any release of funds.

Background:

Envision Central Texas has provided the County with regional planning services and related deliverables for the past two years. The amount paid to ECT for these services/deliverables was \$25,000 for FY2007 and \$25,000 for FY2008.

Required Authorization:

None

cc: *CM/10* Jessica Rio, PBO
Vania Ramaekers, Purchasing
Cynthia McDonald, TNR

20

RECEIVED
COUNTY JUDGE'S OFFICE

Travis County Commissioners Court Agenda Request OCT 14 PM 4:35

Voting Session 10/21/08
(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 request to approve a Subdivision Construction Agreement for a portion of Hill Top Manor, 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:

AB Anna Bowlin - 854-9383
Don Grigsby - 854-9383

Chris Gilmore - 854-9415
Johnny Anglin - 854-9383

III. Required Authorizations: Please check if applicable:

 Planning and Budget Office (473-9106)
 Additional funding for any department or for any purpose
 Transfer of existing funds within or between any line item budget
 Grant

 Human Resources Department (473-9165)
 A change in your department's personnel (reclassifications, etc.)

 Purchasing Office (473-9700)
 Bid, Purchase Contract, Request for Proposal, Procurement
 County Attorney's Office (473-9415)

 Contract, Agreement, Policy & Procedure

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



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

MEMORANDUM

DATE: October 13, 2008
TO: Members of the Commissioners' Court
THROUGH: Joseph P. Gieselman, Executive Manager
FROM: ^{AB} Anna Bowlin, Program Manager, Development Services
SUBJECT: Approve a Subdivision Construction Agreement for a portion of Hill Top Manor, a subdivision in Precinct 3

Summary and Staff Recommendation:

Hill Top Manor subdivision was recorded December 5, 1972, but the streets were not constructed. Angelisle, L. P. has purchased several lots in the subdivision and has submitted a Basic Development Permit Application, accompanied by engineered plans, for the streets on which those lots front.

Normally, a Subdivision Construction Agreement is approved in Commissioners Court when the subdivision is submitted for approval, before recordation. This subdivision is recorded, but this Agreement identifies the area the developer proposes to construct. The major change in the Agreement is that the paragraph, which states that the developer "desires to subdivide the Property", has been stricken. Staff recommends approval of the proposed motion.

Budgetary and Fiscal Impacts:

There are no budgetary and/or fiscal impacts. Construction Security Fiscal has been posted by a Letter of Credit for \$308,765.

Issues and Opportunities:

This construction takes access from Longhorn Skyway, a street built by Travis County per the 1997 Substandard Roads Bond Program. Having a developer construct these streets relieves the Travis County tax payers from having to include these streets in another County Project.

Exhibits:

Subdivision Construction Agreement
Maps

DV:AB:dv

1102 Hill Top Manor

EXHIBIT 82.401 (E) SUBDIVISION CONSTRUCTION AGREEMENT

STATE OF TEXAS
COUNTY OF TRAVIS

This Agreement is made and entered into by and between Angelisle, L.P. (the "Subdivider") and Travis County, Texas, (the "County"), hereinafter collectively referred to as the "Parties".

WHEREAS, the Subdivider owns the tract of real property described in Exhibit "A", which is attached hereto and made a part hereof, (the "Property"); and

~~WHEREAS, the Subdivider desires to subdivide the Property, pursuant to the proposed final plat of "Hill Top Manor" (the "Subdivision"); and~~

WHEREAS, the County desires to set forth the Subdivider's responsibility for the construction of the Subdivision's roads and drainage facilities (the "Improvements"); and

WHEREAS, the Subdivider desires to set forth the County's responsibility to accept the constructed Improvements for maintenance;

NOW, THEREFORE, the Parties agree as follows:

I. Subdivider's Obligations

A. Improvements. The Subdivider shall construct the Improvements required to comply with the County's Standards for the Construction of Streets and Drainage in Subdivisions (the "Standards"). The Improvements will conform to the construction plans, permits, and specifications approved by the County prior to commencement of construction.

B. Security. To secure the Subdivider's obligations, the Subdivider will provide a financial guarantee of performance in the amount of the estimated cost of constructing the Improvements (the "Security"), which has been determined by a professional engineer and approved by the County's Transportation and Natural Resources Department ("TNR"). The Security must be in a form approved for use in the Standards or otherwise approved by the County Attorney's Office.

C. Alternative Fiscal. Notwithstanding any other provisions of this Agreement, the Subdivider may request the Commissioners Court to hold the administratively approved plat in abeyance until all streets, alleys, sidewalks, and drainage improvements in the Subdivision. The Subdivider must post fiscal security to secure restoration of disturbed areas should construction not be completed. Upon satisfactory completion, the submitted plat shall be forwarded to the Commissioners Court for approval and recording, provided adequate fiscal security has been posted to secure the one year Construction Performance Period described below.

D. Completion. The Improvements must be constructed no later than three (3) years after the effective date of this Agreement. This period may be extended by the delivery to the County at least forty five (45) days prior to the expiration of the Security of an extension of the Security in a form approved by the County. Upon completion of the Improvements, the Subdivider will provide the County with a complete set of construction plans for the Improvements, certified "as built" by the engineer responsible for preparing the approved construction plans and specifications.

E. Warranty. The Subdivider warrants the public Improvements will be free from defects for a period of one (1) year from the date the County accepts the construction of the public Improvements (the "Performance Period"). The Subdivider shall correct and repair any defects in materials or workmanship, including design inadequacies and damage to or deterioration of the public Improvements that occur before and during this Performance Period due to any cause. As a condition of the County's acceptance of dedication of any of the public Improvements, the Subdivider must post fiscal security in the form of cash, a performance bond, or other approved form and in the amount of ten percent (10%) of the cost of constructing the public Improvements, to secure the warranty established by this Agreement. It is expressly acknowledged that the public Improvements must meet County Standards at the end of the one year Construction Performance Period in order for the County to release the construction performance fiscal security.

F. Increase in Security. If the County determines the cost of constructing the Improvements exceeds the posted Security, within thirty (30) days after notice and demand, the Subdivider shall provide additional Security in an amount equal to the additional estimated cost.

G. Reduction in Security. During the construction of the Improvements, the Security may be reduced in accordance with the percentage of completion of the construction. The Executive Manager of TNR will execute Statements of Partial Reductions in the Amount of Security, when provided with the following documentation:

- 1) a professional engineer's certification of quantities of work completed;
- 2) a contractor's invoice for work completed; and
- 3) a TNR inspection report, indicating the completion of the portion of the work represented by the contractor's invoice.

After the approval and acceptance of the construction of the Improvements, the Security for the public Improvements may be reduced by ninety percent (90%) of the cost of the approved construction and held for the one-year Performance Period. After the approval of the construction of the private Improvements, the Security posted for the private Improvements will be fully released. In addition, the County agrees to release or reduce, as appropriate, the Security provided by the Subdivider, if the County accepts a substitute Security for all or any portion of the Improvements.

H. Covenant, Restriction, and Condition. In the event that the Improvements are not constructed to County Standards and the required Security has expired, the Subdivider shall not sell, transfer, or convey any of the lots in the Subdivision until sufficient Security has been posted with the County for the completion of the construction.

II. County's Obligations

A. Inspection and Approval. The County will inspect the Improvements during and at the completion of construction. If the Improvements are completed in accordance with the Standards, the County will approve the Improvements and accept the public Improvements.

B. Notice of Defect. The County will notify the Subdivider, if an inspection reveals that any portion of the Improvements is not constructed in accordance with the Standards or is otherwise defective. However, the County is not responsible for the construction of the Improvements, the quality of the material, or the construction methods utilized. In addition, the County is not responsible for making continuous on-site inspections of the construction work and the County has no privity with or responsibility for the construction contractor or any subcontractors. The Subdivider will have thirty (30) days from such notice to cure the defect. It is an event of default under this Agreement, if the defect is not cured prior to the expiration of the time to cure.

C. Performance Period Security Release. Upon the expiration of the one-year Performance Period with no damages or defects which the Executive Manager notifies the Subdivider must be corrected, the Executive Manager will release the Performance Period Security.

D. Conditions to Draw on Security. The County may draw upon any Security posted under this Agreement upon the occurrence of one or more of the following events:

- a. The failure of the Subdivider to construct the Improvements to the applicable County Standards;
- b. The Subdivider's failure to renew or replace the Security at least forty-five (45) days prior to its expiration;
- c. The acquisition of the Property or a portion of the Property by the issuer of the Security or other creditor through foreclosure or an assignment or conveyance in lieu of foreclosure;
- d. The arrangement by the Commissioners Court for the completion of one or more of the Improvements; or
- e. The determination by the Commissioners Court that the completion of one or more of the public Improvements is in the public interest.

E. Notice of Intent to Draw. The County shall provide ten (10) days written notice of the occurrence of such an event to the Subdivider with a copy provided to any fiscal surety, lender, or escrow agent. The notice will include a statement that the County intends to provide for the performance of some or all of Subdivider's obligations hereunder for the construction of the Improvements, if the failure is not cured. The County shall be entitled to draw the amount it considers necessary to perform the Subdivider's obligations under this Agreement up to the total amount allocated for the Improvements. In lieu of a drawing based on an event described in subparagraphs (b) or (c), above, the County may accept a substitute Security.

F. Use of Proceeds.

- 1) The County must utilize the proceeds of any posted security solely for the purpose of completing the Improvements to the County's Standards or to correct defects in or failures of the Improvements.
- 2) The County may in its sole discretion complete some or all of the unfinished Improvements at the time of default, regardless of the extent to which development has taken place in the Subdivision or whether development ever commenced, without incurring any obligation to complete any of the unfinished Improvements. If the County uses the proceeds to complete, repair, or reconstruct the Improvements, it will do so as a public trustee of the development process in order to protect purchasers and taxpayers from the adverse consequences of a subdivider default or to protect the public interest by completing the Improvements.
- 3) The County is not a private subdivision developer and its draft on the Security and utilization of the proceeds to complete, repair, or reconstruct the Improvements is not an acceptance of the dedication of the Improvements. The acceptance of the Improvements is specifically contingent upon the delivery to the County of Improvements, which have been constructed to County Standards or the express order of acceptance by the County's Commissioners Court.
- 4) The Subdivider has no claim or rights under this Agreement to funds drawn under the Security or any accrued interest earned on the funds to the extent the same are used by the County hereunder.
- 5) All funds obtained by the County pursuant to one or more draws under the Security shall be maintained by the County in an interest bearing account or accounts until such funds, together with accrued interest thereon (the "Escrowed Funds"), are disbursed by the County.
- 6) The County shall disperse all or portions of the Escrowed Funds as Improvements are completed by the County, or in accordance with the terms of a written construction contract between the County and a third party for the construction of the Improvements.

7) Escrowed Funds not used or held by the County for the purpose of completing an Improvement or correcting defects in or failures of an Improvement, together with any interest accrued thereon, shall be paid by the County to the Issuer of the Security or, if the Security was originally in the form of cash, to the Subdivider, no later than sixty (60) days following the County's acceptance of the Improvement or its decision not to complete the Improvements using Escrowed Funds, whichever date is earlier.

G. Releases. The Executive Manager will, subject to the performance of the Subdivider of its obligations under this agreement and the Travis County Standards for Construction of Streets & Drainage in Subdivisions, execute such releases of this Agreement as are necessary and reasonable upon the request of the Subdivider or a purchaser of a portion of the Property.

III. MISCELLANEOUS

A. Covenants, Restrictions, and Conditions. These Covenants, Restrictions, and Conditions will operate as covenants running with the land and will be binding upon the Subdivider and the Subdivider's legal representatives, successors and assigns.

B. Measure of Damages. The measure of damages for breach of this Agreement by the Subdivider is the actual cost of completing the Improvements in conformance with the County's Standards, including without limitation its associated administrative expenses.

C. Remedies. The remedies available to the County and the Subdivider under this Agreement and the laws of Texas are cumulative in nature.

D. Third Party Rights. No non-party shall have any right of action under this Agreement, nor shall any such non-party, including without limitation a trustee in bankruptcy, have any interest in or claim to funds drawn on the posted Security and held in escrow by the County in accordance with this Agreement.

E. Indemnification. The Subdivider shall indemnify and hold the County harmless from and against all claims, demands, costs, and liability of every kind and nature, including reasonable attorney's fees, for the defense of such claims and demands, arising from any breach on the part of Subdivider of any provision in this Agreement, or from any act or negligence of Subdivider or Subdivider's agents, contractors, employees, tenants, or licensees in the construction of the Improvements. The Subdivider further agrees to aid and defend the County, if the County is named as a defendant in an action arising from any breach on the part of Subdivider of any provision in this Agreement or from any act or negligence of Subdivider or Subdivider's agents, contractors, employees, tenants, or licensees in the construction of the Improvements.

F. No Waiver. The waiver of any provision of this Agreement will not constitute a waiver of any other provision, nor will it constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement. The County's failure to enforce any provision will not constitute a waiver or estoppel of the right to do so.

G. Attorney's Fees. The prevailing party in any litigation hereunder is entitled to recover its costs, including reasonable attorney's fees, court costs, and expert witness fees, from the other party. If the court awards relief to both parties, each will bear its own costs.

H. Successors and Assigns. This Agreement is binding on the Subdivider and the heirs, successors, and assigns of the Subdivider and on any person acquiring an ownership interest in the Property through the Subdivider. The Subdivider's obligations under this Agreement may not be assigned without the written approval of the County; provided the County's approval shall not be unreasonably withheld if the Subdivider's assignee expressly assumes all obligations of the Subdivider under this Agreement. An assignment shall not be construed as releasing the Subdivider from Subdivider's obligations under this Agreement and Subdivider's obligations hereunder shall continue notwithstanding any assignment approved pursuant to this Paragraph unless and until the County executes and delivers to the Subdivider a written release. The County agrees to release the Subdivider, if the Subdivider's assignee expressly assumes the Subdivider's obligations under this Agreement and has posted the Security required by this Agreement. The County in its sole discretion may assign some or all of its rights under this Agreement and any such assignment shall be effective upon notice to the Subdivider.

I. Expiration. This Agreement will terminate upon the vacation of the Subdivision by the Subdivider or the completion of the Subdivider's obligations under this Agreement, whichever occurs first.

J. Notice. Any notice under this Agreement must be in writing and will be effective when personally delivered or three (3) days after deposit in the U.S. Mail, postage prepaid, certified with return receipt requested, and addressed as follows:

Subdivider: Angelisle, L.P.
13200 Bee Cave Parkway
Bee Cave, Texas 78738

County: Transportation & Natural Resources Department
P.O. Box 1748
Austin, Texas 78767
Attn: Executive Manager

Copy to: Travis County Attorney's Office
P.O. Box 1748
Austin, Texas 78767

The parties may change their respective addresses for notice to any other location in the United States in accordance with the provisions of this Paragraph.

K. Severability. If any provision of this Agreement is held by a court to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability shall not affect the validity of any other provision and the rights of the parties will be construed as if such provision was never part of this Agreement.

L. Jurisdiction and Venue. This Agreement concerns real property located in Travis County, Texas, and shall be governed and construed under Texas law. Venue for any action arising under this Agreement shall be exclusively in Travis County, Texas.

M. Captions Immaterial. The captions or headings of the paragraphs of this Agreement are for convenience only and shall not be considered in construing this Agreement.

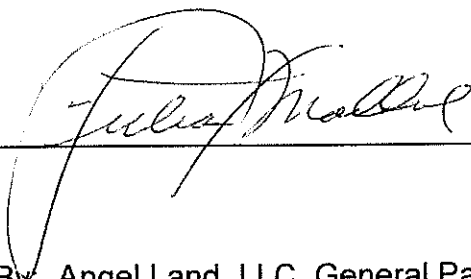
N. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof. Any oral representations or modifications concerning this Agreement shall be of no force or effect, except a subsequent written modification executed by both parties. NO OFFICIAL, EMPLOYEE, OR AGENT OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, MODIFY, OR OTHERWISE CHANGE THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COMMISSIONERS COURT.

This Agreement is executed as of the dates set forth below and is effective upon approval by the County of the final plat for the Subdivision or upon approval of Alternative Fiscal in accordance with County regulations.

TRAVIS COUNTY, TEXAS

SUBDIVIDER: Angelisle, L.P.

County Judge
Date:



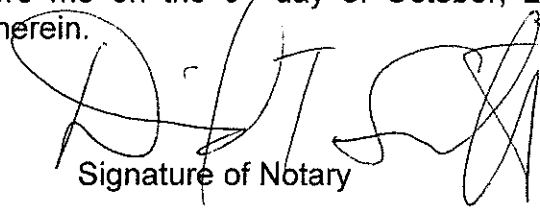
By: Angel Land, LLC, General Partner
Name: William J. Maddux
Title: Sole Member
Authorized Representative
Date: October 9, 2008

ACKNOWLEDGEMENT

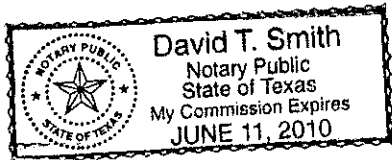
STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the 9th day of October, 2008, by William J. Maddux, in the capacity stated herein.



Signature of Notary



After Recording Return to:

Executive Manager, Transportation and Natural Resources
P.O. Box 1748
Austin, Texas 78767

Hill Top Manor
Legal Description – Phase One

Hill Top Manor, a plat recorded in Book 62, page 84 of the Plat records of Travis County, Texas

Block AAA, Lots 7 through 9

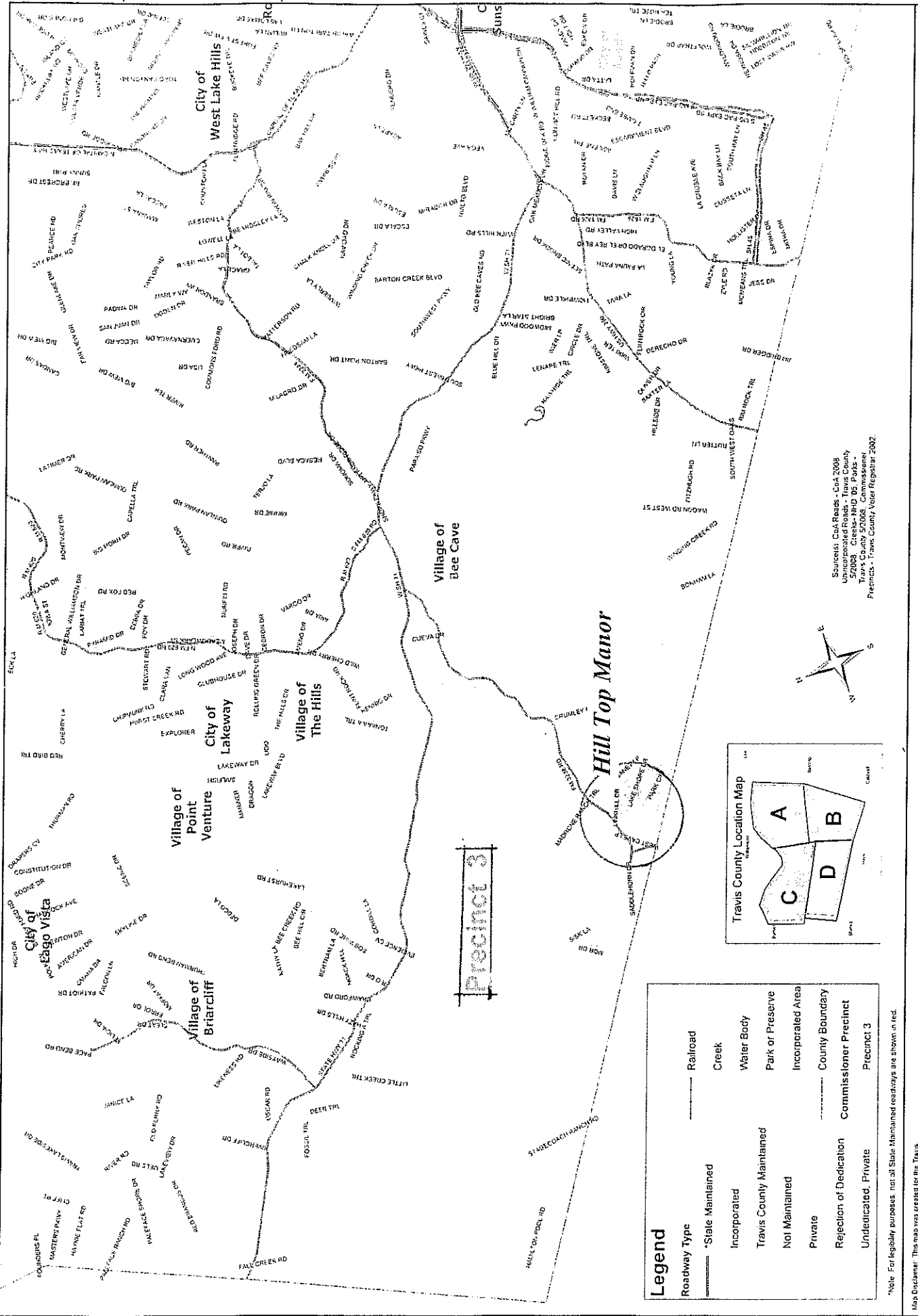
Block BBB, Lots 1 through 12

Block CCC, Lots 3 through 9

Block EEE, Lots 1 through 16

Block FFF, Lots 3 through 12

Block FFF, Lots 15 through 24



Travis County Roadways, Map D

Map Prepared by Travis County
 Date of Transportation & Natural Resources Information: 10/16/08
 Date: 10/16/08
 Map: roadways & precincts

Map Scale:
 1 inch equals 1,000 miles
 1 inch equals 5,280 feet

Map Disclaimer: This map was prepared by the Travis County Geographic Information System (GIS) and is intended for informational purposes only. It is not intended to be used for legal purposes. The data is provided "as is" with no warranties of any kind. For questions, contact the Travis County GIS Coordinator at (512) 855-5383.

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

Legend

	State Maintained		Railroad
	Incorporated		Creek
	Travis County Maintained		Water Body
	Not Maintained		Park or Preserve
	Private		Incorporated Areas
	Rejection of Dedication		County Boundary
	Undedicated, Private		Commissioner Precinct
			Precinct 3

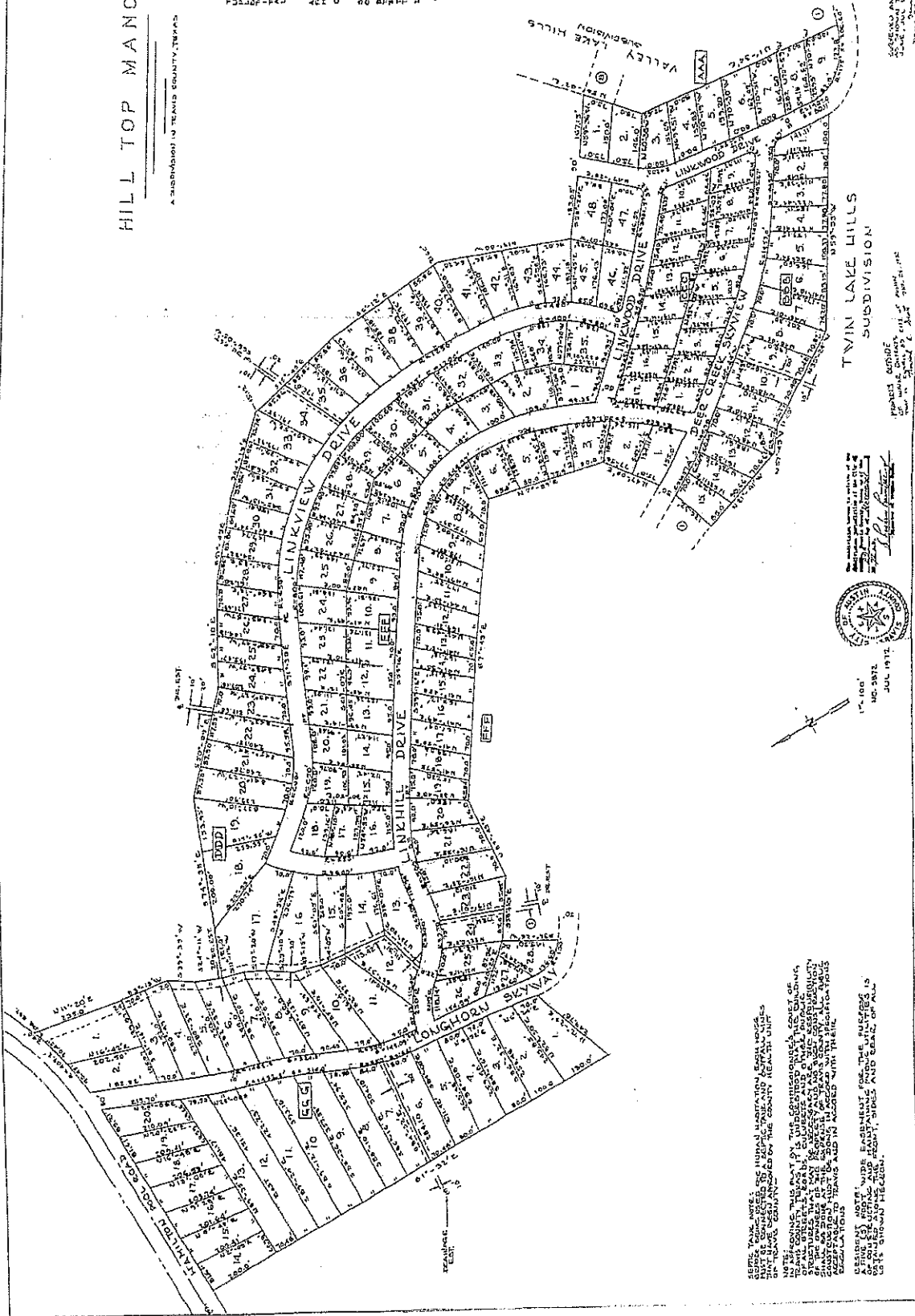
Travis County Location Map

Sources: CoA Roads - CoA 2008
 Unincorporated Roads - Travis County
 5/2008 - Creebs-NHD 05, Paris -
 Travis County 5/2008, Commissioner
 Precincts - Travis County Voter Registrar 2002

Map Prepared by Travis County
 Date of Transportation & Natural Resources Information: 10/16/08
 Date: 10/16/08
 Map: roadways & precincts

HILL TOP MANOR

A SUBDIVISION IN TARRANT COUNTY, TEXAS



STATE OF TEXAS, COUNTY OF TARRANT, TARRANT COUNTY, TEXAS

BEFORE ME, the undersigned authority, on this 15th day of August, 1972, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 15th day of August, 1972.

 COUNTY CLERK, TARRANT COUNTY, TEXAS

STATE OF TEXAS, COUNTY OF TARRANT, TARRANT COUNTY, TEXAS

BEFORE ME, the undersigned authority, on this 15th day of August, 1972, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 15th day of August, 1972.

 COUNTY CLERK, TARRANT COUNTY, TEXAS

STATE OF TEXAS, COUNTY OF TARRANT, TARRANT COUNTY, TEXAS

BEFORE ME, the undersigned authority, on this 15th day of August, 1972, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 15th day of August, 1972.

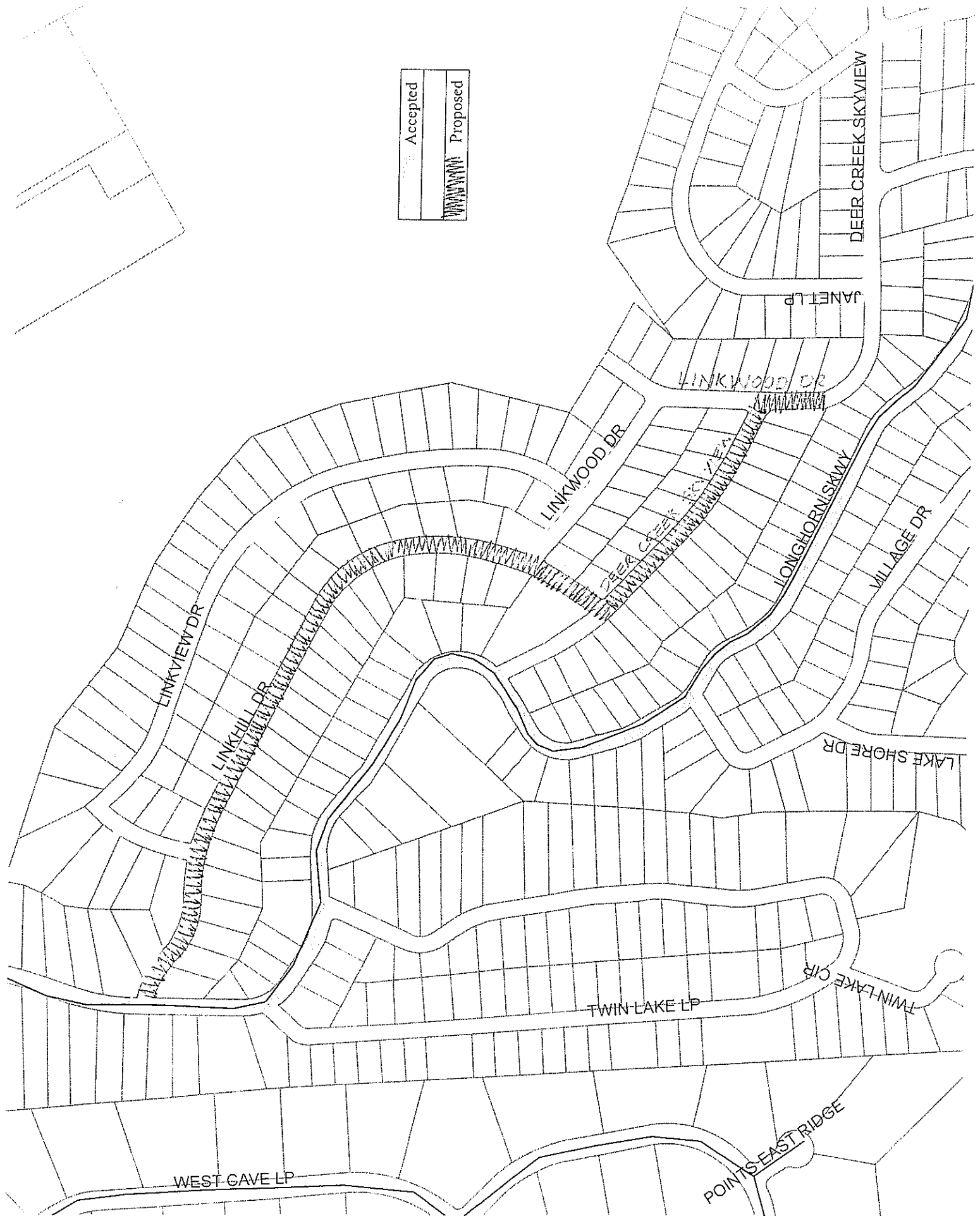
 COUNTY CLERK, TARRANT COUNTY, TEXAS

1" = 100'
 NO. 2972
 JUL 1972

 COUNTY CLERK, TARRANT COUNTY, TEXAS

NOTE: THIS MAP WAS PREPARED FOR THE PURPOSES OF RECORDING AND IS NOT TO BE USED FOR ANY OTHER PURPOSE. THE COUNTY CLERK'S OFFICE DOES NOT GUARANTEE THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. THE COUNTY CLERK'S OFFICE IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS MAP. THE COUNTY CLERK'S OFFICE IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS MAP. THE COUNTY CLERK'S OFFICE IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS MAP.

Accepted
Proposed



21 RECEIVED
COUNTY JUDGE'S OFFICE

08 OCT 14 PM 4:35

Travis County Commissioners Court Agenda Request

Voting Session 10/21/08
(Date)

Work Session _____
(Date)

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

B. Requested Text:
Consider and take appropriate action on a plat for recording in Precinct Three: Barton Creek at Twin Creeks (Short form plat – 1 Lot – 15.50 acres – Paleface Ranch Road – Parkland fees of \$6,300 have been paid – Sewage service to be provided by Aqua Texas– No City's ETJ).

C. Approved by:

Commissioner Gerald Daugherty, Precinct Three

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

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

Sarah C. Sumner: 854-7687 Dennis Wilson: 854-4217
NO 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
(512) 854-9383

MEMORANDUM

October 10, 2008

TO: Members of the Commissioners Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM: ^{AB} Anna Bowlin, Division Director, Development Services

SUBJECT: Barton Creek at Twin Creeks, Precinct Three

PROPOSED MOTION:

Consider and take appropriate action on a plat for recording in Precinct Three: Barton Creek at Twin Creeks (Short form plat – 1 Lot – 15.50 acres – Paleface Ranch Road – Parkland fees of \$6,300 have been paid – Sewage service to be provided by Aqua Texas– No City’s ETJ).

SUMMARY AND STAFF RECOMMENDATION:

This subdivision consists of 1 multi family lot with 40 units. Parkland fees of \$6,300 have been paid to Travis County for a maximum of 45 units. This plat is subject to interim rules and complies with the environmental and water quality standards.

As this plat application meets all Travis County standards, TNR staff recommends approval of the plat.

ISSUES:

Staff has received no inquiries about this project at this time.

BUDGETARY AND FISCAL IMPACT:

None.

REQUIRED AUTHORIZATIONS:

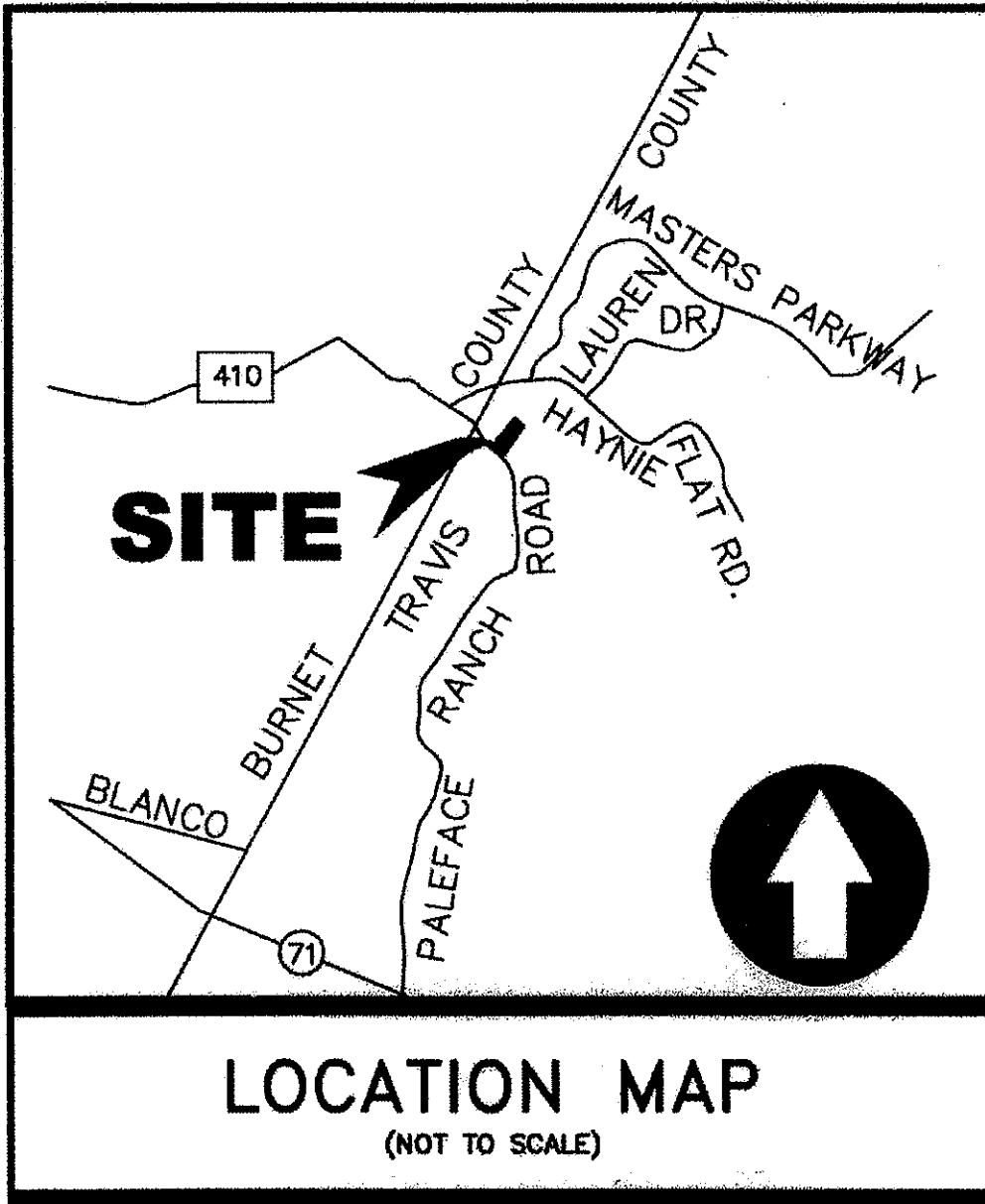
None.

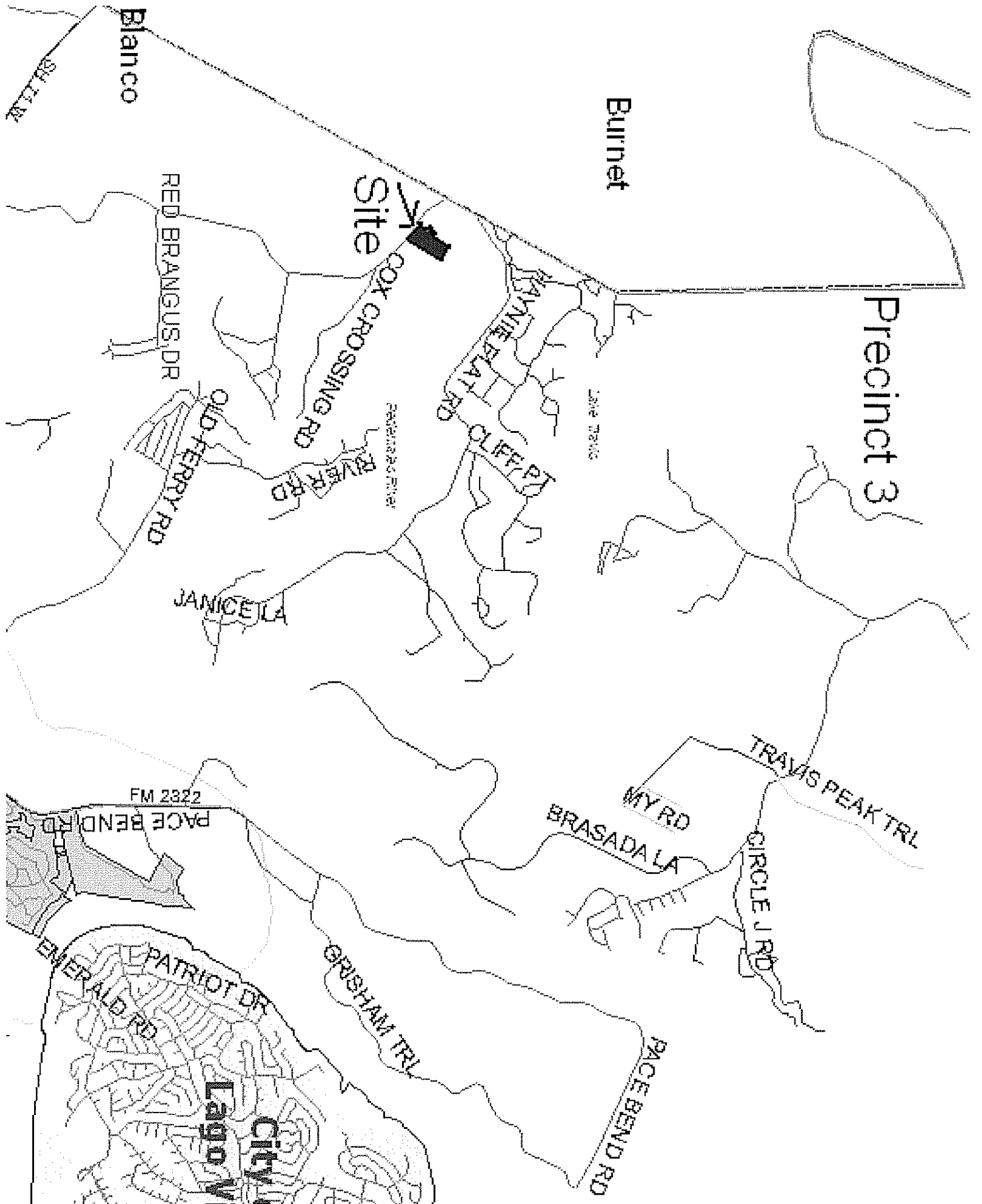
EXHIBITS:

Location map
Final Plat
Precinct Map

SCS 0607

Barton Creek at Twin Creeks Location Map





22 ✓

Travis County Commissioners Court Agenda Request

Voting Session: October 21, 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:

Consider and take appropriate action on items related to the Program Year 2007 Consolidated Annual Performance Evaluation Report for the Community Development Block Grant (CDBG) provided by the U. S. Department of Housing and Urban Development (HUD):

- A. Request to approve November 19, 2008 through December 5, 2008 as the 15- day public comment period for the public to review the draft;
- B. Request to approve a public hearing date on December 2, 2008, to receive public comment; and
- C. Request to approve the advertisements announcing, in newspapers of general circulation, the public hearing date and the 15-day public comment period.

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:

- Rodney Rhoades, PBO
- Susan Spataro, Auditor's Office
- Janice Cohoon, Auditor's Office
- DeDe Bell, Auditor's Office
- Mary Etta Gerhardt, County Attorney's Office
- Cyd Grimes, Purchasing Office
- Jason Walker, Purchasing Office
- Harvey Davis, TCHFC
- Jane Prince Maclean, HHS/VS
- Lee Turner, TNR
- Andrea Colunga Bussy, HHS/VS
- Melinda Mallia, TNR

RECEIVED
COUNTY JUDGE'S OFFICE
08 OCT 13 1:31 PM 2:30

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.



**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

MEMORANDUM

Date: October 21, 2008

To: Members of the Commissioners Court

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

Subject: Community Development Block Grant (CDBG)

Proposed Motion:

Consider and take appropriate action on items related to the Program Year 2007 Consolidated Annual Performance Evaluation Report for the Community Development Block Grant provided by the U. S. Department of Housing and Urban Development (HUD):

- A. Request to approve November 19, 2008 through December 5, 2008 as the 15- day public comment period for the public to review the draft;
- B. Request to approve a public hearing date on December 2, 2008, to receive public comment; and
- C. Request to approve the advertisements announcing, in newspapers of general circulation, the public hearing date and the 15-day public comment period.

Summary and Staff Recommendations:

- A. Each year HUD requires each grantee to develop an annual report that documents progress and accomplishments of the CDBG projects and the CDBG program as a whole. This report is called the Consolidated Annual Performance Evaluation Report (CAPER). The CAPER is due 90 days after program year completion or December 30th of each year.

To be in compliance with the requirements of 24 Code of Federal Regulation (CFR) Part 91 and with Travis County's Citizen Participation Plan (CPP), the public must have a 15-day period to provide comment on the CAPER.

The following timeline is recommended for the development and approval of the PY07 CAPER:

- Approval of the draft of the CAPER by Commissioners Court on November 18, 2008
- Approval of the final CAPER by Commissioners Court on December 16, 2008.
- The final Submission to HUD on December 17, 2008.

Staff recommends approval of the 15-day public comment period from November 19, 2008 to December 5, 2008.

- B. Travis County's Citizen Participation Plan also stipulates that one public hearing must be held during the 15-day comment period at the Travis County Commissioners Court during the normally scheduled voting session in the traditional public hearing format with oral testimony.

Staff recommends approval of the public hearing date to be on December 2, 2008.

- C. **Staff recommends approval of the advertisement to notify the public of the comment period and the public hearing for the PY 2007 CAPER.**

The advertisement will appear in newspapers of general circulation that target the areas the grant serves. The following papers will be targeted for advertising in English.

Manor Messenger
Hill Country News
North Lake Travis Log
West Lake Picayune

Pflugerville Pflag
Lake Travis View
Oak Hill Gazette

To reach the Spanish speaking population the ad will be advertised in the Spanish language newspapers *Ahora Sí* and *El Mundo* and will be advertised in Spanish and English in the Austin Chronicle.

Please see Attachment "A" and "B" for the proposed advertisements.

Budgetary and Fiscal Impacts:

- A. N/A
- B. N/A
- C. At present, the grant agreement with HUD for the PY 2008 program year has not been executed due to a normal delay by HUD. On 9/30/08, the Commissioners Court approved the CDBG's use of existing resources within the Health and Human Services Executive Manager's general fund budget until the grant agreement is executed. These costs will be reclassified into the grant once the grant agreement is approved and the budget for the 2008 program year is set up.

Issues and Opportunities:

The CAPER provides an opportunity to assess program effectiveness and to keep the public informed of progress to date.

Background:

Under the provisions of Title 1 of the Housing and Community Development Act of 1974 (42 USC 5301), the Federal government through the U.S Department of Housing sponsors a program that provides annual grants to cities and counties to develop viable urban communities by providing decent housing and a suitable living environment and by expanding economic opportunities for low and moderate income persons.

The first year that Travis County received CDBG funds from HUD was in 2006. Since then, Travis County receives funds annually through a cycle, or Program Year, which runs from October 1st through September 30th.

The Consolidated Annual Performance Evaluation Report provides an overview of Travis County's CDBG performance for the past year including performance measures, project status and fiscal expenditures. In accordance with the Travis County's Citizen Participation Plan, the CAPER is posted annually for public comment for a period of 15 days.

Attachment A



Notice of Public Comment Period for the Draft of Travis County's Community Development Block Grant Program Year 2007 Consolidated Annual Performance and Evaluation Report

As part of Travis County's ongoing public engagement related to its Community Development Block Grant (CDBG) Program, Travis County is making available to the public the draft of its 2007 annual report known as the Consolidated Annual Performance and Evaluation Report (CAPER).

The CAPER covers a period from October 1st, 2007 to September 30th, 2008, and describes progress made in carrying out the CDBG projects. This report will be submitted to HUD to meet federal requirements.

The draft of the report will be available for public comment for a 15-day period beginning at 8:00 a.m. November 19, 2008, and ending December 5, 2008 at 5 p.m. The draft of the CAPER is available for review beginning November 19, 2008, on Travis County's website at www.co.travis.tx.us and at the following locations:

South Rural Community Center	3518 FM 973, Del Valle
Travis County Community Center	15822 Foothills Farm Loop, Bldg D, Pflugerville
West Rural Community Center	8656-A Hwy 71 W., Suite A, Oak Hill
Northwest Rural Community Center	18649 FM 1431, Jonestown
East Rural Community Center	600 W. Carrie Manor, Manor
Palm Square Community Center	100 N. IH-35, Suite 1000, Austin
Post Road Community Center	2201 Post Road, Suite 101, Austin

A Public Hearing will also be held to receive comments at:

Location:	Date & Time:
Travis County Granger Building Commissioners Courtroom 314 W. 11th St, Austin	Tuesday, December 2, 2008 at 9:00 AM

Comments may be received in writing via mail or e-mail to:

CDBG Program, Travis County HHSVS, P.O. Box 1748, Austin, TX 78767 or
christy.moffett@co.travis.tx.us

Travis County is committed to compliance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, as amended. Reasonable modifications and equal access to communications will be provided upon request. Please call 854-3460 for assistance.

Attachment B



AVISO PÚBLICO **SOLICITUD DE COMENTARIOS SOBRE EL BORRADOR DEL** **INFORME ANUAL CONSOLIDADO DE DESEMPEÑO Y EVALUACIÓN DEL** **PROGRAMA DE SUBSIDIO EN BLOQUE PARA EL DESARROLLO COMUNITARIO (CDBG)** **DEL CONDADO DE TRAVIS PARA EL AÑO PROGRAMÁTICO 2007**

Como parte del proceso continuo de participación ciudadana dirigido por el Condado de Travis en relación al Programa de Subsidio en Bloque para el Desarrollo Comunitario (CDBG por sus siglas en inglés), el Condado de Travis pondrá a la disponibilidad de todo el público, un borrador del Informe Anual Consolidado del Desempeño y Evaluación (CAPER) del programa CDBG.

El informe de desempeño cubre el período del 1º de Octubre de 2007 al 30 de Septiembre de 2008, y describe el alcance de las metas establecidas en los proyectos del año programático 2007. Conforme a lo establecido por los requisitos federales del programa CDBG, el informe será presentado ante el Departamento de Vivienda y Desarrollo Urbano de EE.UU.

El período de comentarios públicos durará 15 días, comenzando a las 8:00 a.m. el 19 de noviembre de 2008, terminando a las 5: 00 p.m. el 5 de diciembre de 2008. A partir del 19 de noviembre de 2008, el borrador del informe estará disponible al público en la página web del Condado de Travis www.co.travis.tx.us y en los siguientes Centros Comunitarios:

Centro Comunitario Rural del Sur	3518 FM 973, Del Valle
Centro Comunitario del Condado de Travis	15822 Foothills Farm Loop, Bldg D, Pflugerville
Centro Comunitario Rural del Oeste	8656-A Hwy 71 W., Suite A, Oak Hill
Centro Comunitario Rural del Noroeste	18649 FM 1431, Jonestown
Centro Comunitario Rural del Este	600 W. Carrie Manor, Manor
Centro Comunitario de Palm Square	100 N. IH-35, Suite 1000, Austin
Centro Comunitario de Post Road	2201 Post Road, Suite 101, Austin

Se realizará una audiencia pública para recibir comentarios:

Lugar:

Travis County Granger Building
Commissioners Courtroom
314 W. 11th St, Austin

Fecha & Hora:

Martes, 2 de diciembre de 2008 a las 9:00 AM

También se recibirán comentarios por escrito a:

La dirección CDBG Program, Travis County HHSVS, P.O. Box 1748, Austin, TX 78767 o
Al correo electrónico christy.moffett@co.travis.tx.us

El Condado de Travis está comprometido a cumplir con la Ley de Americanos con Discapacidades (ADA) y con la Sección 504 de la Ley de Rehabilitación de 1973, según su enmienda. A solicitud de los interesados, se proporcionarán modificaciones razonables e igual acceso a comunicaciones. De necesitar ayuda, favor llamar 854-3460.



TRAVIS COUNTY COMMISSIONER'S COURT
AGENDA REQUEST

Please consider the following item for Voting Session on: 10/21/2008

I. A. Request made by: Sheriff Greg Hamilton Phone No. 512-854-9788

B. Requested Text:

Review and approve agreement to continue deaf and hard-of-hearing services through Sorenson Communications for our jail facilities

C. Approved by: _____
Signature of Commissioner or Judge

II. A. Is backup material attached *: Yes No

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

B. Have the agencies affected by this request been invited to attend the work session? Yes 4 No _____

Please list those contacted and their phone numbers:

Dave Johnson - VP, Outreach @ Sorenson Comm (801-287-9400)

Darren Long - Major, Corrections Bureau @ TCSO (512-854-3258)

III. PERSONNEL
NO A change in your department's personnel (reclass., etc.).

IV. BUDGET REQUEST:
If your request involves funding for your department please check:

NO Additional funding for your department

NO Transfer of funds within your department budget

NO A change in your department's personnel

RECEIVED
COUNTY JUDGE'S OFFICE
08 OCT 13 PM 2:30

The County Personnel (854-9165) and / or the Budget and Research Office (854-9171) must be notified before submission of this agenda request.

AGENDA REQUEST DEADLINE

All Agenda Requests and supporting materials must be submitted to the County Judge's Office in writing by 5:00 p.m. on Monday for the next week's meeting.

**MEMORANDUM OF AGREEMENT
BETWEEN
SORENSEN COMMUNICATIONS, INC.
AND
THE TRAVIS COUNTY SHERIFF'S OFFICE**

This Memorandum of Agreement (MOA) is effective November 1, 2008, by and between Sorenson Communications and the Travis County Sheriff's Office.

WHEREAS, Sorenson Communications mission is to provide communication services for the deaf and hard-of-hearing community through the use of high-quality videophones and Sorenson IP Relay Service.

WHEREAS, the Travis County Sheriff's Office (TCSO) wishes to participate in Sorenson's services to provide opportunities for the deaf and hard-of-hearing offenders to communicate with those outside the confines of the jail.

NOW THEREFORE, in consideration of the premises and terms and conditions hereinafter set forth, the Travis County Sheriff's Office and Sorenson Communications agree as follows:

1. The parties agree that TCSO will be allowed to use the VP-200 device free of charge as provided by Sorenson Communications. There will be at least five devices installed.
2. TCSO will provide the televisions, electrical and Ethernet connections and determine the locations of the devices. The TCSO liaison(s), TCCC/TCJ Captains, will be the contact for this project. Travis County Information Technology Services will provide Sorenson Communications with the IP addresses needed for these devices to connect to the Ethernet.
3. Sorenson Communications will be required to work closely with the Travis County Information Technology Services in conjunction with the Travis County Sheriff's Office Information Services Office to share information in relation to this connectivity and any changes or updates to this connection as they occur.
4. Sorenson Communications will loan and install five VP-200 systems and provide any technical service, replacements, maintenance, and repairs as needed. Sorenson Communications will also provide TCSO liaison(s); the Captain at Travis County Correctional Center, and the Captain of the Travis County Jail, with reports on the system usage when requested. Sorenson Communications will provide a contact number for when service is needed to TCSO. Sorenson Communications will program this system to be outgoing calls ONLY.
5. The Initial Term of this MOU will begin when it has been signed by both parties and will continue through September 30, 2009, unless sooner terminated by either party as provided herein. Thereafter, this MOA shall automatically renew

each October 1 for successive one-year renewal terms, subject to the parties' right to terminate as provided herein. Either party may terminate this MOA at any time for any reason by giving the other party written notice at least 30 days prior to the effective date of termination. Written notice of termination shall be delivered to the undersigned at the addresses shown below.

Executed as of the later date set forth below.

TRAVIS COUNTY

SORENSEN COMMUNICATIONS, INC.

By: Sam Biscoe, County Judge
314 West 11th
Austin, Texas 78701

Dave Johnson, Sorenson Communications
4393 South Riverboat Rd.
Suite 300
Salt Lake City, Utah 84123

Date

10.06.08

Date

By: Greg Hamilton, Sheriff
5555 Airport Blvd.
Austin, Texas 78752

10/13/08

Date



TRAVIS COUNTY COMMISSIONER'S COURT
AGENDA REQUEST

Please consider the following item for Voting Session on: 10/21/2008

I. A. Request made by: Sheriff Greg Hamilton Phone No. 512-854-9788

B. Requested Text:

Review and approve variance application and supporting material to decrease our variance by 16 beds and maintain 801 variance beds for the next 12 months.

C. Approved by: _____
Signature of Commissioner or Judge

II. A. Is backup material attached *: Yes No

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

B. Have the agencies affected by this request been invited to attend the work session? Yes 4 No _____

Please list those contacted and their phone numbers:

Darren Long - Major, Corrections Bureau TCSO 512-854-3258

Adan Munoz - Executive Director TCJS - 512-463-5505

Kimberly Pierce - Criminal Justice and Planning 512-854-4415

III. PERSONNEL

NO A change in your department's personnel (reclass., etc.).

IV. BUDGET REQUEST:

If your request involves funding for your department please check:

NO Additional funding for your department

NO Transfer of funds within your department budget

NO A change in your department's personnel

RECEIVED
COUNTY JUDGE'S OFFICE
08 OCT 13 PM 2:00

The County Personnel (854-9165) and / or the Budget and Research Office (854-9171) must be notified before submission of this agenda request.

AGENDA REQUEST DEADLINE

All Agenda Requests and supporting materials must be submitted to the County Judge's Office in writing by 5:00 p.m. on Monday for the next 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

SCOTT BURROUGHS
Major - Law Enforcement

DARREN LONG
Major - Corrections

MARK SAWA
Major - Administration & Support

October 6, 2008

Adan Munoz
Executive Director
Texas Commission on Jail Standards
300 West 15th Street, Suite 503
Austin, Texas 78711

RE: Application for Variance
Travis County

Dear Mr. Munoz:

Please accept this Application for Variance from the Travis County Sheriff's Office that seeks approval to maintain the current number of variance beds we have (801). We expect to appear before the Jail Commission on 11/06/2008 to plea our case.

Thank you in advance for your assistance and continued support.

Sincerely,

A handwritten signature in black ink, appearing to read "Greg Hamilton".
Greg Hamilton
Sheriff

COPY

TEXAS COMMISSION ON JAIL STANDARDS

APPLICATION FOR VARIANCE

Travis County, Austin, Texas herewith applies for variance under the provisions of Chapter 299 Variance Procedure Rules, Minimum Jail Standards, **TEXAS COMMISSION ON JAIL STANDARDS.**

1. A. TYPE name and title of official(s):

1) <u>Greg Hamilton, Sheriff</u> <i>GH</i>	2) <u>Samuel T. Biscoe, County Judge</u>
Name & Title	Name & Title
1) <i>GH</i> <u>10/8/08</u>	_____
Signature & Date	Signature & Date

B. Name and location of facility for which variance is requested:

Travis County Correctional Complex, Del Valle, Texas
Travis County Jail, Austin, Texas

2. Rule number and section heading for which variance is being requested:

217.05.02.008 Segregation, 217.05.02.044 Single Cells, 217.05.02.045 Multiple Occupancy Cells, 217.05.02.046/217.05.06.017 Dormitories, 217.05.02.047 /217.05.041/217.05.06.018 Day Rooms, 217.05.02.052/217.05.045 /217.05.06.021 Furnishings

3. Explanation of existing condition or desired condition that would require a variance:

The variances result in insufficient square footage, number of toilets, lavatories, bubblers, and showers; an insufficient number of single occupancy cells and a dormitory capacity greater than the 40% requirement

4. Projected cost to achieve compliance without a variance: \$300,000 - \$500,000

5. Statement as to the effect the granting of the variance would have on operations and sanitation of the facility and on the custody, safety, health and supervision of the inmates:

No negative effect on operations/sanitation of the facilities and no negative effect on the custody, safety, health, and/or supervision of the inmates has been caused by the issuance of these variances in the past.

6. The length of time for which variance is sought (in months): 12 months

7. Any additional information or documentation demonstrating justification for the variance:
See attached



TCCC

BLDG	UNIT	UNIT DESIGNATION	DESIGN	VARIANCE	TOTAL UNIT CAPACITY	BLDG CAPACITY	BLDG	UNIT	UNIT DESIGNATION	DESIGN	VARIANCE	TOTAL UNIT CAPACITY	BLDG CAPACITY
1	A	MED GP	24	44	92	736	5	A	MIN GP	24	0	24	48
		DISC LKDN	24						0	24			
	B	MED GP	48	44	92		6	A	MIN GP	24	0	24	48
	C	MED GP	48	44	92				B	MIN GP	24	0	
	D	MED GP	24	44	92		7	A		MIN GP	24	0	24
		DISC LKDN	24						0	24			
	E	MED GP/ELDERL	48	44	92		8	A	MIN GP	24	0	24	48
	F	MED GP(Trans Y)	48	44	92				B	MIN GP	24	0	
G	TRUSTIES	48	44	92	9	A	MED GP	48		0	48	96	
H	MED GP(Peace class)	48	44	92			B	MED GP	48	0	48		
2	A	MAX GP	16	16	32	256		10	A	MED GP/ELDERLY	48	0	48
	B	DISC LKDN	16	12	28		B			MED GP/ELDERLY	48	0	48
	C	MAX GP	16	16	32			CCA	1	MIN GP	24	6	30
	D	MAX GP	16	16	32		2			MIN GP	24	6	30
	E	AD SEP	16	12	28			3	TRUSTY	24	6	30	
	F	MAX GP	16	16	32		4		MIN GP	24	6	30	
	G	MAX GP	36	0	36			5	WR	24	6	30	
	H	MAX GP / Elderly	36	0	36		6		WR	24	6	30	
3	A	MIN GP	12	20	32	305		CCB	1	MIN GP - MALES	24	0	24
	B	MIN GP	12	20	32		2			MIN GP - MALES	0	0	0
	C	MIN GP	12	20	32			CCC	1	MIN GP / ELDERLY	24	0	24
	D	MIN TRUSTIES	12	20	32		2			MIN GP / ELDERLY	24	0	24
	E	MIN/MED GP TRANS Y	12	9	21			CCD	1	TRUSTIES	24	0	24
	F	MED GP	12	12	24		2			WR / PRIDE PROGRAM	24	0	24
	G	MED GP	12	12	24			CCE	1	MIN GP/ELDERLY FEMAL	24	0	24
	H	MAX GP	12	12	24		2			MIN GP/ELDERLY FEMAL	24	0	24
	I	MAX UNSTABLE Y OPEN	21	0	21			CCF	1	MIN GP / MALES	24	0	24
	J	MIN/MED OPEN/UNSTABLE Y	21	0	21		2			MIN GP / MALES	24	0	24
	K	MAX GP	21	0	21			CCG	1	TRUSTIES-MALES	24	0	24
	L	DISC LKDN	21	0	21		2			TRUSTIES-MALES	24	0	24
HONORS	A	MIN TRUSTIES	24	0	24	96							
	B	MIN TRUSTIES	24	0	24								
	C	MIN TRUSTIES	24	0	24								
	D	MIN TRUSTIES	24	0	24								
HSB	B	MED/MAX GP	56	0	56	258							
	C	MED/MAX GP/TRANS Y	54	0	54								
	D	INFIRMARY	40	0	40								
	E	MIN/MED STABLE/ UNSTABLE PSY	52	0	52								
	F	MED/MAX STABLE/ UNSTABLE PSY	56	0	56								

Design 1878
Variance 601

TCCC TOTAL

2479

DOWNTOWN

FLOOR	UNIT	UNIT DESIGNATION	DESIGN	VARIANCE	TOTAL UNIT CAPACITY	FLOOR CAPACITY
2	A	PRXFR MIN/MED	8	4	12	144
	B	MIN/MED MALE	8	4	12	
	C	MIN/MED MALE	4	4	8	
	D	BK HLD - FEMAL	6	3	9	
	E	BK HLD - FEMAL	8	4	12	
	F	BK HLD - FEMAL	8	8	16	
	G	PRXFR MIN/MED	8	8	16	
	H	PRXFR MIN/MED	8	8	16	
	I	MIN/MED MALE	6	0	6	
	J	MIN/MED MALE	3	3	6	
	K	TRUSTIES	8	7	15	
	L	PRXFR MIN/MED	8	7	15	
	SEP	SEP CELL	1	0	1	

3	A	MIN/MED GP	16	16	32	143
	B	ADMIN SEP	4	0	4	
	C	MIN/MED GP	6	4	10	
	D	TRUSTIES AM	16	8	24	
	E	TRUSTIES PM	16	8	24	
	F	PROT. CUSTODY	6	2	8	
	G	DISC LKDN	4	4	8	
	H	MIN/MED GP	16	16	32	
	SEP	SEP CELL	1	0	1	

4	A	MED/MAX GP	16	16	32	167
	B	GUIDE DOG	4	4	8	
	C	PROT. CUSTODY	6	4	10	
	D	MED/MAX GP	16	16	32	
	E	MED/MAX GP	16	16	32	
	F	GP H/P MIN/MED	6	6	12	
	G	DISC LKDN	4	4	8	
	H	MED/MAX GP	16	16	32	
	SEP	SEP CELL	1	0	1	

MEDICAL	MOO	MEDICAL	9	0	9	9
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TCJ TOTAL 463

Design 263
Variance 200

BLDG	UNIT	UNIT DESIGNATION	DESIGN	VARIANCE	TOTAL UNIT CAPACITY	BLDG CAPACITY
CBF		CHAIRS	65	0	65	179
		ISO	16	0	16	
		POST 1	45	0	45	
		POST 2	48	0	53	

DOWNTOWN CAPACITY 642

TCCC CAPACITY 2479

SYSTEM WIDE CAPACITY 3121

SYSTEM WIDE CAPACITY MINUS CBF CHAIRS & ISO 3040

SYSTEM WIDE CAPACITY MINUS SPECIALTY HOUSING AND PRE-CLASS 2658

UPDATED
9/26/08

26 ✓

Agenda Item No. _____

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Work Session _____

Voting Session: **October 21, 2008**

- I. A. Request made by: **Dana DeBeauvoir, County Clerk** (Elected Official)
- B. Requested Text:

Consider and take appropriate action on an interlocal agreement with Harris County to provide the County 200 new batteries for the County's eSlate voting machines.

Approved by: _____
Signature of Commissioner or Judge

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

SEE ATTACHED

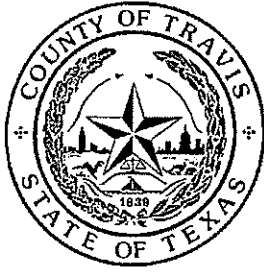
- B. Please list all of the agencies or officials' names and telephone numbers that might be affected by or involved with this request. Send a copy of this Agenda Request and backup to them:

John Hille, County Attorney

49415

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to the County Judge's office in writing by 12:00 on Tuesday for the next week's meeting.

RECEIVED
COUNTY JUDGE'S OFFICE
08 OCT 15 PM 2:16



Dana DeBeauvoir

Travis County Clerk
5501 Airport Boulevard
Austin TX 78751

Elections Division
854-4996

To: Judge Samuel Biscoe, Travis County Judge

From: Dana DeBeauvoir, County Clerk

Date: October 14, 2008

RE: Agenda item request

The Elections Division of the County Clerk is requesting that the court consider and take appropriate action on an interlocal agreement between Harris County and Travis County during the October 21 voting session. Due to a battery shortage at the manufacturer, Travis County Elections was unable to receive a battery order for the eSlate voting machines in time for the upcoming November election. Through an interlocal agreement, Harris County Elections has agreed to provide the 200 batteries needed for this election. In return Travis County Elections will send Harris County 200 new batteries when the shipment arrives.

RECEIVED
COUNTY JUDGE'S OFFICE
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INTERLOCAL AGREEMENT

This Interlocal Agreement is made and entered into by and between Travis County, Texas and Harris County, Texas (the "Parties") pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

I. Recitals

1. Harris County and Travis County both use electronic voting machines which utilize Hart eSlate 3000, Hart part number 2001-592, Rev H (Black hard plastic shell) batteries ("batteries").
2. Harris County presently has a surplus of two hundred (200) batteries at the time of the November 2008 general election.
3. Travis County presently has a shortage of two hundred (200) batteries which it needs for the November 2008 general election and which it will not be able to replace in a timely manner from the retailer or manufacturer of the batteries.
4. Harris County and Travis County wish to enter into an interlocal agreement for Harris County to supply to Travis County the two hundred surplus batteries for Travis County's use during the November 2008 general election. In return, Travis County will return to Harris County two hundred (200) new batteries within ninety (90) days after the November 2008 general election

NOW THEREFORE, for and in consideration of the mutual covenants, agreements, and benefits to the parties named herein, it is agreed as follows:

II. Agreement

Harris County will supply to Travis County the two hundred (200) new surplus batteries for Travis County's use during the November 2008 general election. In return, Travis County will supply to Harris County two hundred (200) new batteries within ninety (90) days the November 2008 general election. The cost of transportation or shipping costs for the batteries will be paid solely by Travis County.

IN WITNESS WHEREOF, the undersigned have executed this Agreement, which may be executed in multiple counterparts, but taken together make one and the same instrument, as of the date first set forth below.

TRAVIS COUNTY

BY: _____
SAMUEL T. BISCOE
Travis County Judge

Date Signed: _____

BY: _____
DANA DEBEAUVOIR
Travis County Clerk

Date Signed: _____

HARRIS COUNTY

APPROVED AS TO FORM:

Mike Stafford
Harris County Attorney

By: _____
DOUGLAS P. RAY
Assistant County Attorney

Date Signed: _____

By: _____
BEVERLY KAUFMAN
Harris County Clerk

Date Signed: _____

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

RECEIVED
COUNTY JUDGE'S OFFICE

31 ✓

08 OCT 14 PM 2: 29

Voting Session: October 21, 2008

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

B. Requested text: CONSIDER AND TAKE APPROPRIATE ACTION REGARDING THE POTENTIAL LEASE BETWEEN HARRY M. WHITTINGTON, D/B/A TRAVIS PROPERTIES AND TRAVIS COUNTY, TEXAS. (EXEC SESSION GOV'T CODE ANN 551.071 & 551.072)

C. Approved by: _____
Signature of Commissioner or Judge

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

Roger Jefferies, Executive Manager, JPS (4-4415)
 John Hille, Jr., Assistant County Attorney, (4-9415)
 Tenley Aldredge, Assistant County Attorney, (4-9415)
 Roger A, El Khoury, M.S., P.E., Director, Facilities Management Department (4-4579)

III. Required Authorizations: Please check if applicable.

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

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

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

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

RECEIVED
TRAVIS COUNTY HOUSING FINANCE CORPORATION
AGENDA REQUEST

08 OCT 14 PM 3:22

Work Session _____ Voting Session October 21, 2008 Executive Session _____
Date Date Date

- I. A. Request made by: Samuel T. Biscoe, President
Elected Official
- B. Requested Text: To consider results of compliance examination of Travis Station Apartments Project and take appropriate action.

Approved by: _____
Signature of Samuel T. Biscoe, President

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

III. Required Authorizations: Please check if applicable.

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

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to the County Judge's office in writing by 5:00 PM on Tuesdays for the next week's meeting. Late or incomplete requests may be deferred to the next meeting.

**TRAVIS COUNTY HOUSING FINANCE CORPORATION
TRAVIS STATION APARTMENTS
2008 EXAMINATION REPORT**

DATE: October 21, 2008

TO: Board of Directors, Travis Housing Finance Corporation

FROM: Miguel Gonzalez, Sr. Financial Analyst

SUBJECT: Compliance Examination – Travis Station Apartments

SUMMARY AND BACKGROUND INFORMATION

On April 6, 1994, the Corporation issued \$4,565,000 in Revenue Bonds for the acquisition of a 304-unit multifamily residential development called Travis Station Apartments Project. The development is located at 6600 Ed Bluestein, Austin, Texas. The owner of the development is Mid-America Apartments, L.P.

SCOPE

On September 26, 2008, staff initiated a compliance audit of Travis Station Apartments. The audit focused on performance requirements set forth by the Regulatory Agreement dated April 6, 1994 "Agreement".

The audit specifically reviewed compliance with the following leasing requirements: (a) 20% (61 units) of the dwelling units leased to tenants whose income does not exceed 80% of the Austin Median Income "AMI" (referred as "Lower-Income Tenants") and (b) 90% (274 units) of the dwelling units to tenants whose income does not exceed 120% of AMI (referred to as "Eligible Tenants").

A total of 20 "Lower-Income Tenants" files were selected and reviewed for this examination.

AUDIT FINDINGS

In our opinion, Travis Station is not in compliance with both the "Lower-Income Tenants" and "Eligible Tenants" tenant leasing requirements. Of the 20 "Lower-Income Tenant" files reviewed, 18 did not have a completed Income Certification and/or proper verification of income documentation.

The results from the sample significantly reduce confidence in management's ability to accurately report their Certificate of Continuing Program Compliance and their ability to certifying that the Borrower is not in default under the terms and provisions of the Agreement.

CONCLUSION AND RECOMENDATIONS

Compliance with the Agreement has been an ongoing issue with the development, with similar deficiencies noted in compliance examinations performed by staff in 1999 and 2004. While current property management is working actively to improve compliance, management turnover has led to inadequate record maintenance. Overall the records appear to be maintained in poor condition.

Travis Station Apartments must take immediate action to cure noted deficiencies and return to full compliance with the Agreement. After noted deficiencies are cured, management should restate and forward to the Corporation, their latest quarterly certificate of continuing program compliance that accurately reports the percentage of units leased to "Lower-Income Tenants" and "Eligible Tenants".

Staff recommends a follow-up examination be conducted in 6 months.

LIST OF NOTED DEFICIENCIES

<u>Unit</u>	<u>Deficiency</u>
735	No Income Certification within 12-months, Incomplete Income Documentation
919	No Income Certification within 12-months, Incomplete Income Documentation
917	No Income Certification within 12-months, Incomplete Income Documentation
816	No Income Certification within 12-months, Incomplete Income Documentation
725	No Income Certification within 12-months, Incomplete Income Documentation
722	No Income Certification within 12-months
718	No Income Certification within 12-months, Incomplete Income Documentation
710	No Income Certification within 12-months, Incomplete Income Documentation
703	No Income Certification within 12-months
612	No Income Certification within 12-months, Incomplete Income Documentation
514	No Income Certification within 12-months, Incomplete Income Documentation
409	No Income Certification within 12-months
321	No Income Certification within 12-months, Incomplete Income Documentation
822	No Income Certification within 12-months, Incomplete Income Documentation
203	No Income Certification within 12-months, Incomplete Income Documentation
216	No Income Certification within 12-months
319	No Income Certification within 12-months, Incomplete Income Documentation
1114	No Income Certification within 12-months

ATTACHED:

EXHIBIT A: LETTER FROM CLIFF BLOUNT TO TRAVIS STATION APARTMENTS

cc: Rodney Rhoades, Executive Manager, Planning and Budget Office
Leroy Nellis, Budget Manager
Harvey Davis, Manager
Mary Mayes, Assistant Manager
Cliff Blount, Esq.



**NAMAN HOWELL
SMITH & LEE**

A REGISTERED LIMITED LIABILITY PARTNERSHIP
ATTORNEYS AT LAW

8310 N. Capital of Texas Highway
Suite 490
Austin, Texas 78731
(512) 479-0300
Fax (512) 474-1801

October 21, 2008

Mid America Apartment Communities
Corporate Office
6584 Poplar Ave
Memphis, TN 38138

Offices In:

- Austin
- Fort Worth
- Harker Heights
- Temple
- Waco

www.namanhowell.com

Re: Travis Station Apartments, Austin, Travis County, Texas (the "Project")

Dear Mr. Billings:

We represent Travis County Housing Finance Corporation (the "Issuer"). The above-referenced project was financed by the Issuer pursuant to multifamily housing revenue bonds issued in 1994 (the "Bonds"). It has come to the attention of the Issuer that certain provisions of the Regulatory Agreement (the "Agreement") for the Project are not currently being met. Attached is a copy of the Issuer's staff list of compliance deficiencies.

Pursuant to the terms of the Agreement, this letter is intended to provide you with notice of the defaults set forth on the enclosed materials and to initiate the 60-day cure period provided for in the Agreement. If there is anything that the Issuer can do to assist your local management in this endeavor, please do not hesitate to call. The goal of the Issuer is to ensure that the units are set aside for low income, moderate income, and elderly tenants.

Thank you for your prompt attention to this matter.

Best regards,

William C. Blount

cc: Travis County Housing Finance Corporation