

221

Travis County Commissioners Court Agenda Request

Voting Session 11/04/08
(Date)

Work Session _____
(Date)

RECEIVED
COUNTY JUDGE'S OFFICE
08 NOV 25 PM 1:03

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

B. Requested Text:

A. Approve setting a public hearing date for December 9, 2008, to receive comments regarding a plat for recording in Precinct Three: Amended Plat of Lots 11, 12, 15, and 18, Block A, Marshall's Point, Lot 16, Block A, Amended Plat of Lots 16 and 19, Block A, Marshall's Point and Lots 13, 14, and 17 Amended Plat of Lots 4, 5, 6, 13, 14 and 17, Block A Marshall's Point Subdivision (Total Number of Lots 2: (2 Single Family Residence Lots) – 47.186 acres – Marshall's Point Drive – No Fiscal is required from Travis County with this final plat – Sewage service to be provided by a private onsite system (LCRA)– City of Lago Vista ETJ).

C. Approved by:

Commissioner Gerald Daugherty, Precinct 3

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

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

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

___ Additional funding for any department or for any purpose

___ Transfer of existing funds within or between any line item budget

___ Grant

Human Resources Department (854-9165)

- _____ A change in your department's personnel (reclassifications, etc.)
Purchasing Office (854-9700)
- _____ Bid, Purchase Contract, Request for Proposal, Procurement
County Attorney's Office (854-9415)
- _____ Contract, Agreement, Policy & Procedure

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



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767

MEMORANDUM

October 21, 2008

TO: Members of the Commissioners Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM:  Anna Bowlin, Director of Development Services 

SUBJECT: Amended Plat of Lots 11, 12, 15, and 18, Block A, Marshall's Point, Lot 16, Block A, Amended Plat of Lots 16 and 19, Block A, Marshall's Point and Lots 13, 14, and 17 Amended Plat of Lots 4, 5, 6, 13, 14 and 17, Block A Marshall's Point.

PROPOSED MOTION:

- A. Approve setting a public hearing date for December 9, 2008, to receive comments regarding a plat for recording in Precinct Three: Amended Plat of Lots 11, 12, 15, and 18, Block A, Marshall's Point, Lot 16, Block A, Amended Plat of Lots 16 and 19, Block A, Marshall's Point and Lots 13, 14, and 17 Amended Plat of Lots 4, 5, 6, 13, 14 and 17, Block A Marshall's Point Subdivision (Total Number of Lots 2: (2 Single Family Residence Lots) – 47.186 acres – Marshall's Point Drive – No Fiscal is required from Travis County with this final plat – Sewage service to be provided by a private onsite system (LCRA)– City of Lago Vista ETJ).**

SUMMARY AND STAFF RECOMMENDATION:

This final plat consists of 2 total lots for single family residence use. There are no linear feet of public streets being proposed to be dedicated with this amended plat. The applicant is proposing to develop this subdivision with two single family residences on 47.186 acres. There is a pending lawsuit against this property by the Travis County Appraisal District (TCAD) regarding the appraised value for this property. Therefore, taxes on this property have not been paid. As a result of the lawsuit, an agreement has been reached by both parties. The owner of the lots in question has agreed to reduce the number of lots from 7 lots to 2 lots. Chris Gilmore with the Travis County Attorney's office has given permission to schedule this plat for court. Mr. Gilmore states: "Once the plats are accepted and recorded the parties will finalize all aspects of this lawsuit.

Upon granting the open-space appraisal, the Travis County Tax Office will correct their records to reflect the change and adjust the tax statements to reflect there are no taxes owed." Mr. Gilmore has spoken to Phong Phan from the appraisal district office and it is OK with him to put this on the agenda for approval now without the tax certificate showing all taxes have been paid and before the plat gets recorded TCAD will grant the open-space appraisal.

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

ISSUES:

Staff has not received any inquiries from any adjacent property owners or from anyone else.

BUDGETARY AND FISCAL IMPACT:

None.

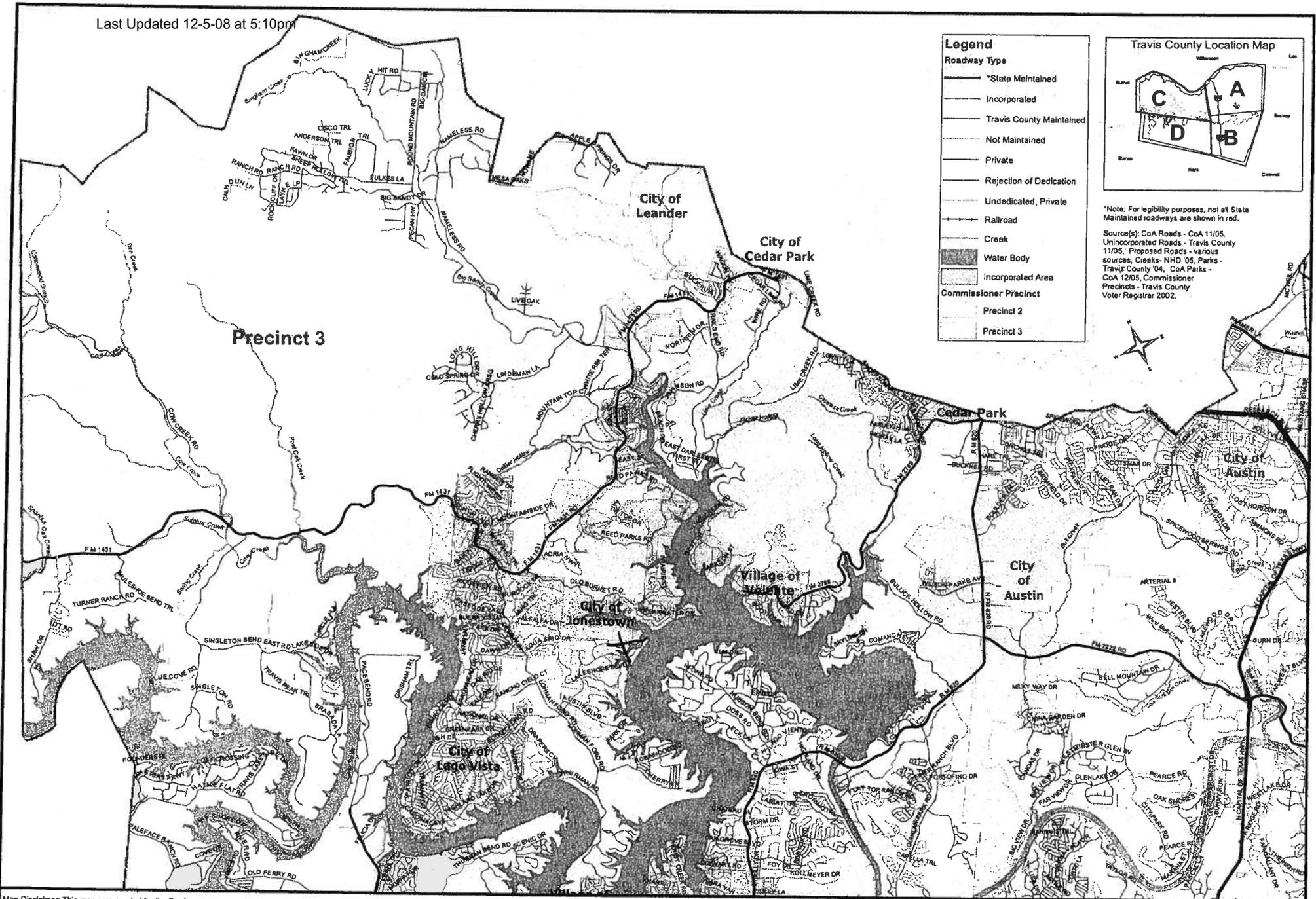
REQUIRED AUTHORIZATIONS:

None.

EXHIBITS:

Location map and plat

AMB: ja 1008



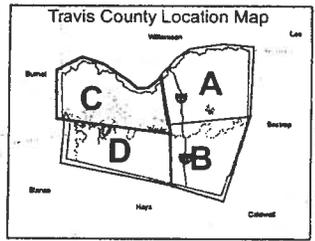
Legend

Roadway Type

- *State Maintained
- Incorporated
- Travis County Maintained
- Not Maintained
- Private
- Rejection of Dedication
- Undedicated, Private
- Railroad
- Creek
- Water Body
- Incorporated Area

Commissioner Precinct

- Precinct 2
- Precinct 3



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

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



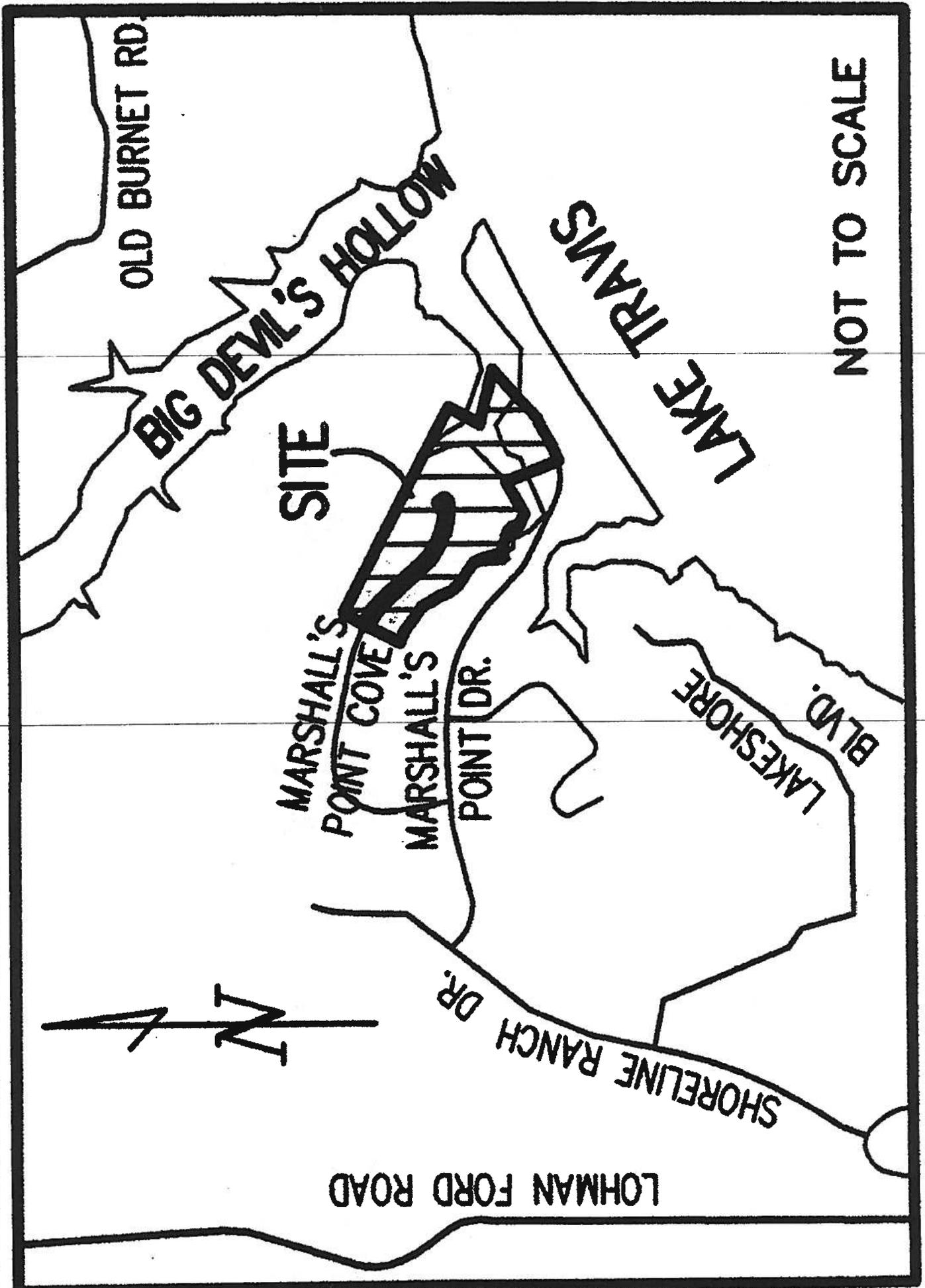
Map Disclaimer: This map was created for the Travis County Sign Crew for identifying Travis County's maintained roadways. The data is provided "as is" with no warranties of any kind. For questions, contact the Travis County GIS Coordinator at (512) 854-9383.

Text Scale:
 1 inch equals 1,002 miles
 1 inch equals 5,292 feet

Travis County Roadways, Map C

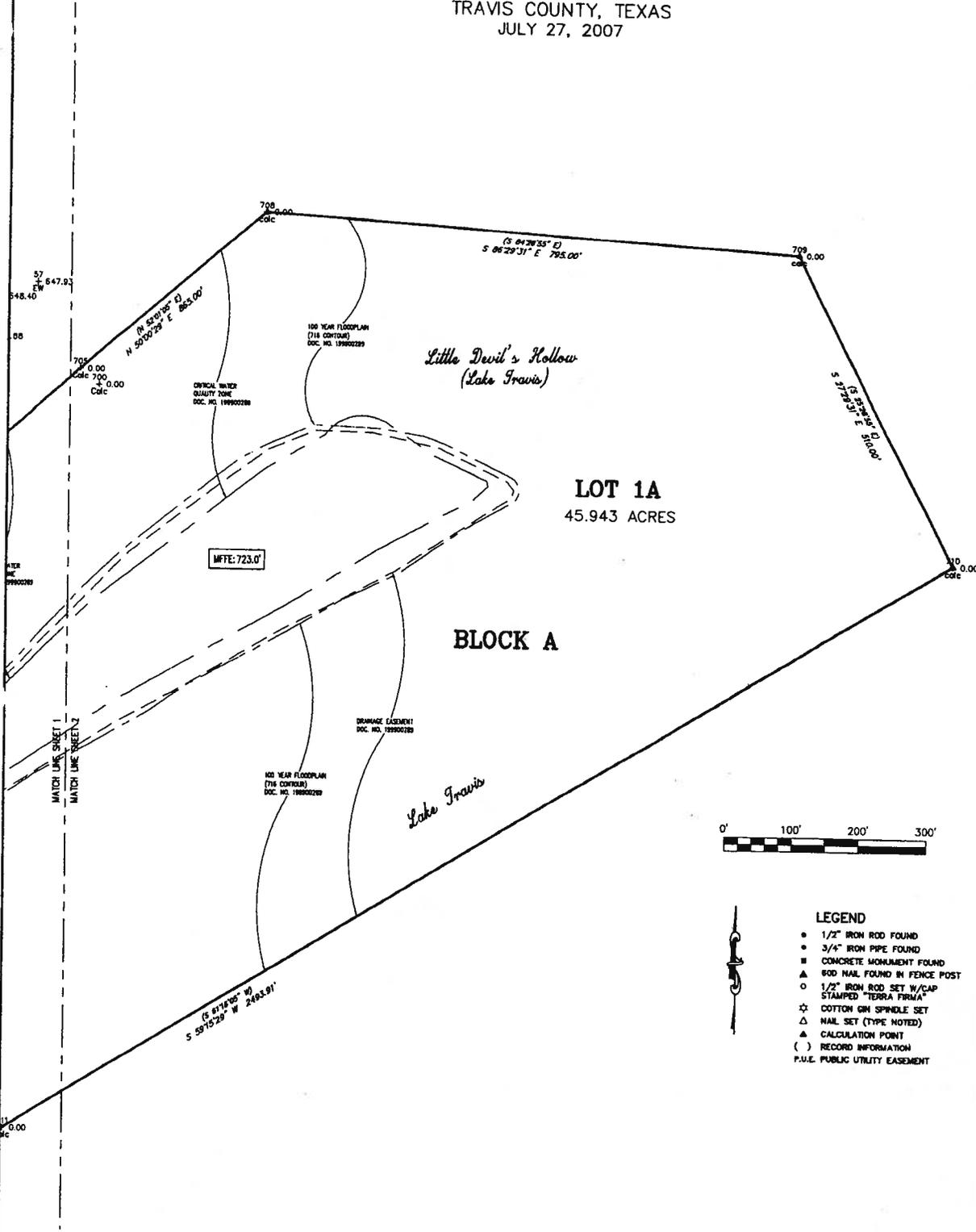


Map Prepared by: Travis County, Dept. of Transportation & Natural Resources. Date: 01/04/2006
<http://www.co.travis.tx.us/maps>



NOT TO SCALE

**AMENDED PLAT OF
LOTS 1-3 AND 2A, BLOCK A, MARSHALL'S POINT**
TRAVIS COUNTY, TEXAS
JULY 27, 2007



- LEGEND**
- 1/2" IRON ROD FOUND
 - 3/4" IRON PIPE FOUND
 - CONCRETE MONUMENT FOUND
 - ▲ 60D NAIL FOUND IN FENCE POST
 - 1/2" IRON ROD SET W/CAP STAMPED "TERRA FIRMA"
 - ☆ COTTON GIN SPINDLE SET
 - △ NAIL SET (TYPE NOTED)
 - ▲ CALCULATION POINT
 - () RECORD INFORMATION
 - P.U.E. PUBLIC UTILITY EASEMENT

SHEET 2 OF 4

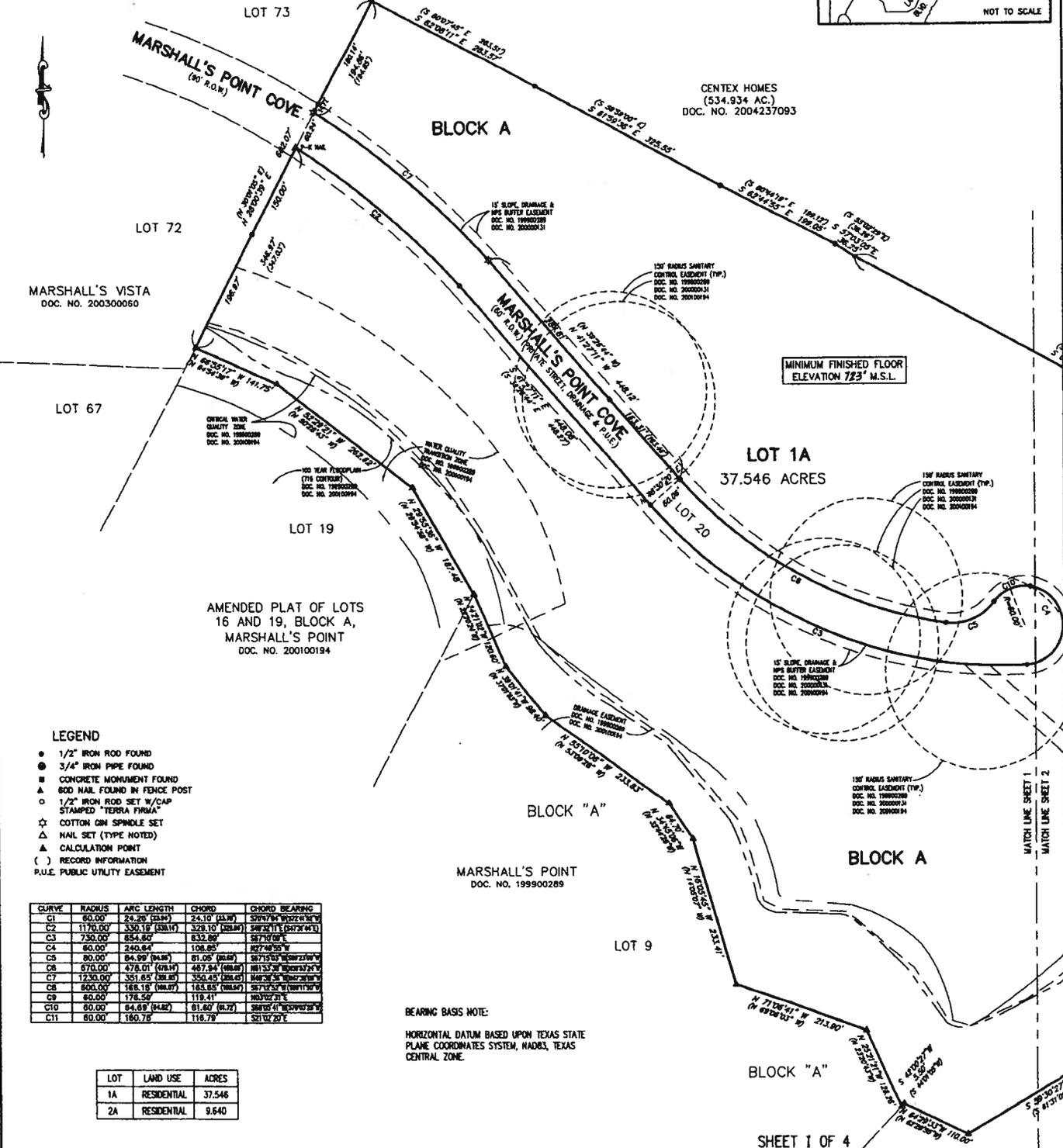
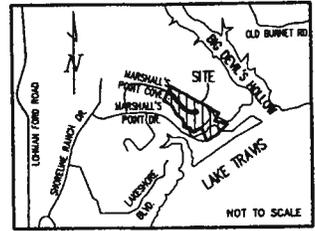
FILE: \\projects\land\2007\lots 1-3\amended-plat.dwg	
PROJECT: MARSHALL'S POINT FENCE VIEW/LINE	
JOB NO: 04408-003-001	DRAWN BY: CMLC
DATE: 07-27-2007	CHECKED BY: CJC
SCALE: 1"=100'	REVISED: 09/11/2008

terra firma LAND SURVEYING

**AMENDED PLAT OF
LOTS 1-3 AND 2A, BLOCK A, MARSHALL'S POINT**

1791 Straloud Boulevard, Suite 400 • Austin, Texas 78744 • 512/428-5373 • Fax 512/428-2264

AMENDED PLAT OF LOTS 11, 12, 15 AND 18, BLOCK A, MARSHALL'S POINT, LOT 16, as amended 12/5/98, BLOCK A, MARSHALL'S POINT AND LOTS 13, 14 AND 17, AMENDED PLAT OF LOTS 4, 5, 6, 13, 14 AND 17, BLOCK A, MARSHALL'S POINT



MARSHALL'S VISTA
DOC. NO. 200300060

CENTEX HOMES
(534.934 AC.)
DOC. NO. 2004237093

MINIMUM FINISHED FLOOR
ELEVATION 723' M.S.L.

LOT 1A
37.546 ACRES

AMENDED PLAT OF LOTS
16 AND 19, BLOCK A,
MARSHALL'S POINT
DOC. NO. 200100194

MARSHALL'S POINT
DOC. NO. 199900289

LEGEND

- 1/2" IRON ROD FOUND
- ⊙ 3/4" IRON PIPE FOUND
- CONCRETE MONUMENT FOUND
- ▲ 800 NAIL FOUND IN FENCE POST
- 1/2" IRON ROD SET W/CAP STAMPED "TERRA FIRMA"
- ☆ COTTON OIL SPINDLE SET
- △ NAIL SET (TYPE NOTED)
- ▲ CALCULATION POINT
- () RECORD INFORMATION
- P.U.E. PUBLIC UTILITY EASEMENT

CURVE	RADIUS	ARC LENGTH	CHORD	CHORD BEARING
C1	60.00'	24.29' (25.84')	24.10' (25.84')	S79°10'00"W (S79°10'00"W)
C2	1170.00'	330.19' (338.14')	328.10' (338.14')	S68°34'15"W (S67°34'41"W)
C3	730.00'	854.60'	832.86'	S67°10'00"E
C4	60.00'	240.64'	108.85'	N27°49'55"W
C5	60.00'	84.99' (86.84')	81.05' (86.84')	S87°15'00"W (S87°15'00"W)
C6	670.00'	478.01' (478.01')	477.84' (478.01')	N81°33'00"W (N81°33'00"W)
C7	1730.00'	351.65' (358.80')	350.45' (358.80')	N44°31'55"W (N44°31'55"W)
C8	600.00'	168.10' (168.10')	168.85' (168.85')	S87°15'00"W (S87°15'00"W)
C9	60.00'	178.50'	119.41'	N93°02'31"E
C10	60.00'	84.69' (84.69')	81.60' (84.72')	S88°02'41"W (S87°02'31"W)
C11	60.00'	160.78'	118.79'	S21°02'20"E

BEARING BASIS NOTE:

HORIZONTAL DATUM BASED UPON TEXAS STATE PLANE COORDINATES SYSTEM, NAD83, TEXAS CENTRAL ZONE.

LOT	LAND USE	ACRES
1A	RESIDENTIAL	37.546
2A	RESIDENTIAL	9.640

SHEET 1 OF 4

FILE: 2:\Projects\4408\001 Amended Plat\4408-001.dwg	DRAWN BY: CWJ/AC
2:\Projects\4408\Point Files\4408.dwg	CHECKED BY: CJC
JOB NO: 04408-001-00 001	DATE: 09-21-2007
SCALE: 1"=100'	REVISED: 09-21-2008

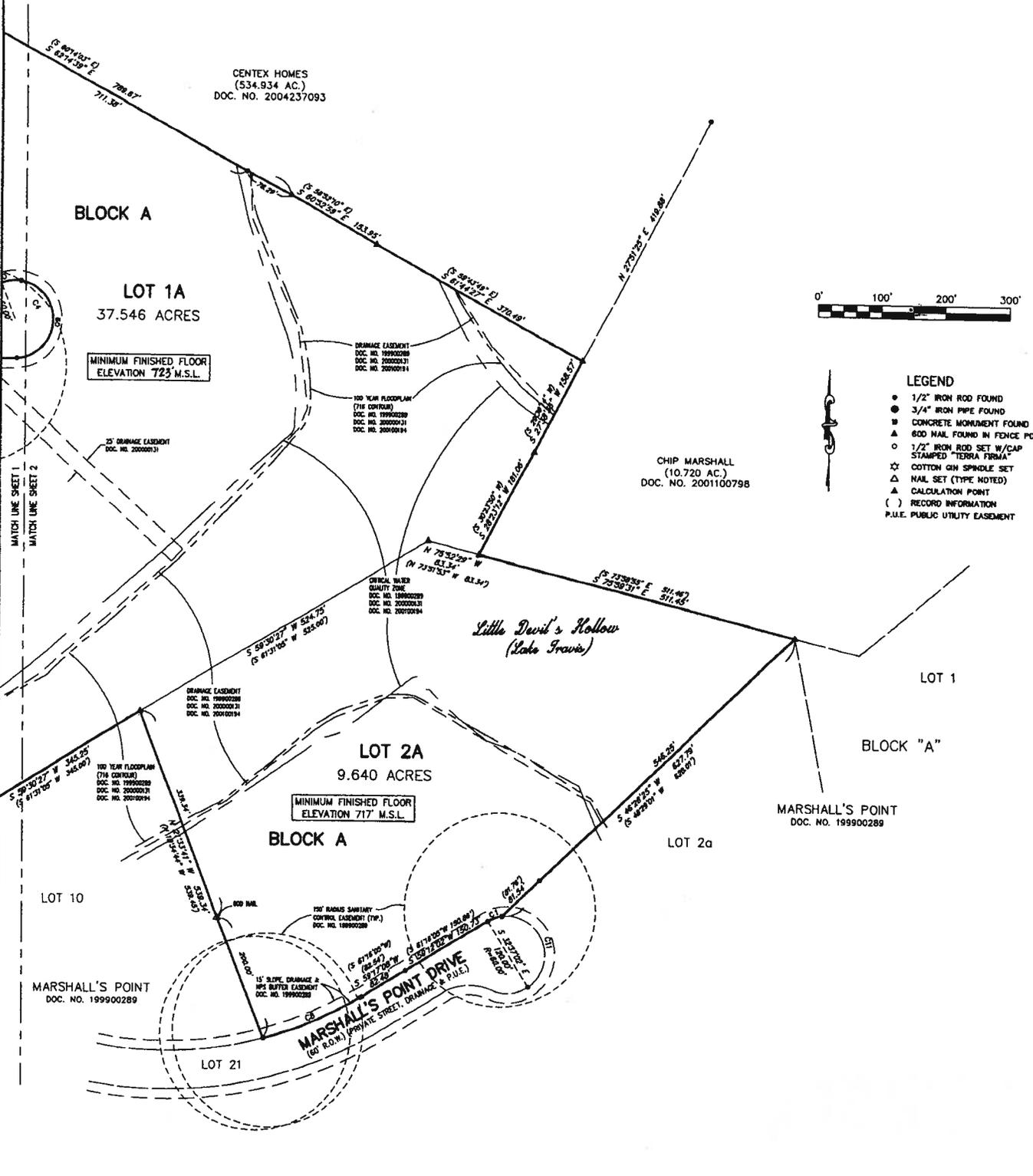
AMENDED PLAT OF LOTS 11, 12, 15 AND 18, BLOCK A, MARSHALL'S POINT, LOT 16, BLOCK A, AMENDED PLAT OF LOTS 16 AND 19, BLOCK A, MARSHALL'S POINT AND LOTS 13, 14 AND 17, AMENDED PLAT OF LOTS 4, 5, 6, 13, 14 AND 17, BLOCK A, MARSHALL'S POINT



1701 Shephard Boulevard, Suite 409 Austin, Texas 78744 512/336-8773 Fax 512/448-0266

Last Updated 12-5-08 at 5:10pm

AMENDED PLAT OF LOTS 11, 12, 15 AND 18, BLOCK A, MARSHALL'S POINT, LOT 16, BLOCK A, AMENDED PLAT OF LOTS 16 AND 19, BLOCK A, MARSHALL'S POINT AND LOTS 13, 14 AND 17, AMENDED PLAT OF LOTS 4, 5, 6, 13, 14 AND 17, BLOCK A, MARSHALL'S POINT



- LEGEND**
- 1/2" IRON ROD FOUND
 - ⊙ 3/4" IRON PIPE FOUND
 - CONCRETE MONUMENT FOUND
 - ▲ 60D NAIL FOUND IN FENCE POST
 - 1/2" IRON ROD SET W/CAP STAMPED "TERRA FIRMA"
 - ☆ COTTON GIN SPINDLE SET
 - △ NAIL SET (TYPE NOTED)
 - ▲ CALCULATION POINT
 - () RECORD INFORMATION
 - P.U.E. PUBLIC UTILITY EASEMENT

CENTEX HOMES
(534.934 AC.)
DOC. NO. 2004237093

CHIP MARSHALL
(10.720 AC.)
DOC. NO. 2001100798

MARSHALL'S POINT
DOC. NO. 199900289

LOT 1A
37.546 ACRES
MINIMUM FINISHED FLOOR
ELEVATION 723' M.S.L.

LOT 2A
9.640 ACRES
MINIMUM FINISHED FLOOR
ELEVATION 717' M.S.L.

MARSHALL'S POINT
DOC. NO. 199900289

MARSHALL'S POINT DRIVE
(60' R.O.W.) PRIVATE STREET, DRAINAGE & P.U.E.

*Little Devil's Hollow
(Lake Travis)*

SHEET 2 OF 4

FILE: J:\Projects\4408\001 Amended Plat\4408-001.dwg		DRAWN BY: CWJ/C	
J:\Projects\4408\001 File\4408-001		CHECKED BY: ECC	
JOB NO: 04408-001-00 001	DATE: 02-08-2007	REVISION: 08-21-2008	
SCALE: 1"=100'			

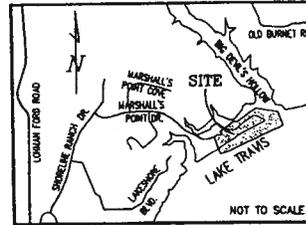
AMENDED PLAT OF LOTS 11, 12, 15 AND 18, BLOCK A, MARSHALL'S POINT, LOT 16, BLOCK A, AMENDED PLAT OF LOTS 16 AND 19, BLOCK A, MARSHALL'S POINT AND LOTS 13, 14 AND 17, AMENDED PLAT OF LOTS 4, 5, 6, 13, 14 AND 17, BLOCK A, MARSHALL'S POINT

This survey contains information that is proprietary to Terra Firma Land Surveying. It is not to be used in any other project without the express written permission of Terra Firma Land Surveying. If you are not the client, you are not to be used in any other project without the express written permission of Terra Firma Land Surveying.



1701 Brandon Boulevard, Suite 400 / Austin, Texas 78764 - 512/758-0373 / Fax 512/448-2288

Last Updated 12-5-08 at 5:10pm **AMENDED PLAT OF
LOTS 1-3 AND 2A, BLOCK A, MARSHALL'S POINT**
TRAVIS COUNTY, TEXAS
JULY 27, 2007

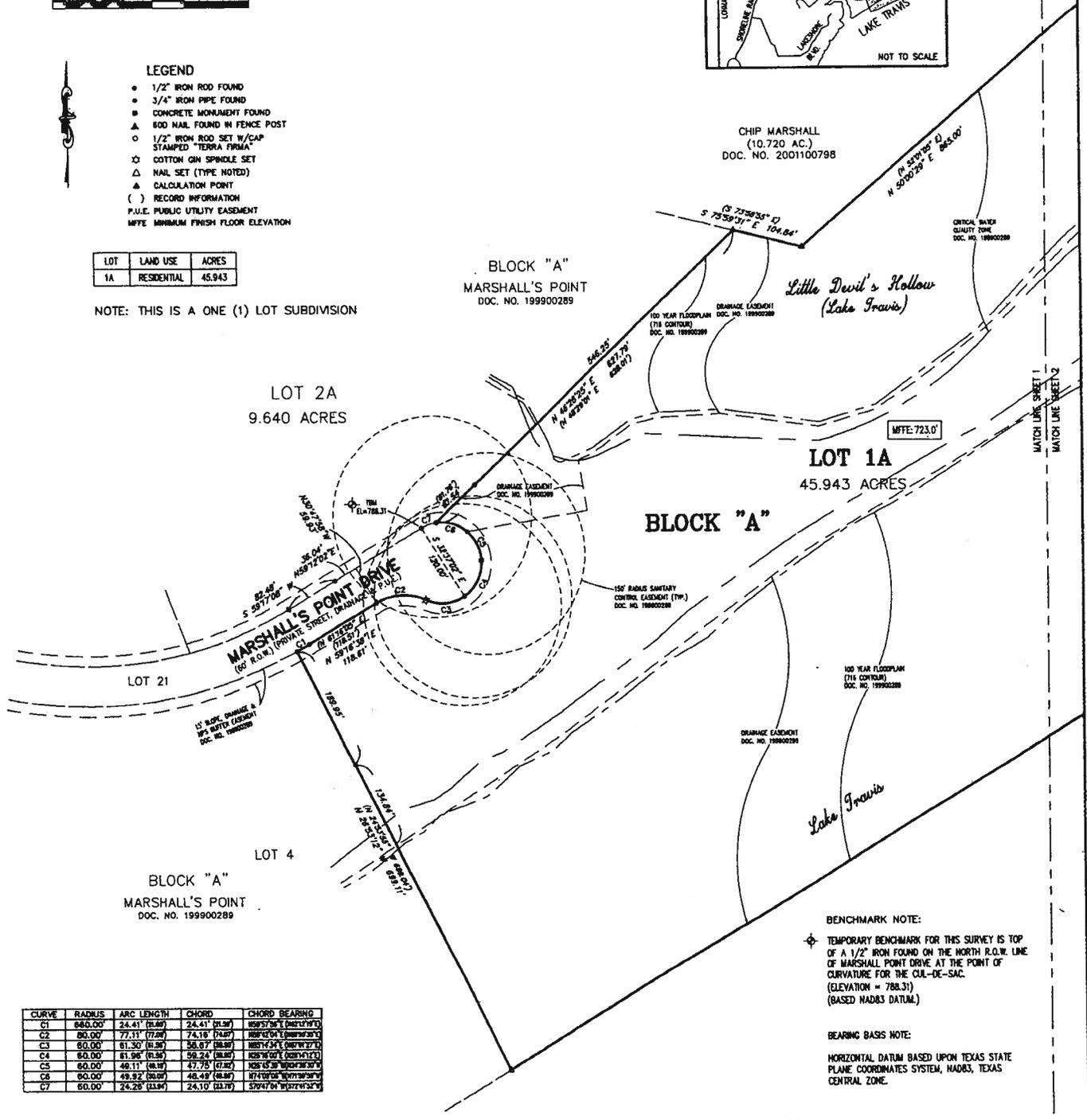


LEGEND

- 1/2" IRON ROD FOUND
- 3/4" IRON PIPE FOUND
- CONCRETE MONUMENT FOUND
- ▲ 600 NAIL FOUND IN FENCE POST
- 1/2" IRON ROD SET W/CAP STAMPED "TERRA FIRMA"
- ☆ COTTON GUN SPINDLE SET
- △ NAIL SET (TYPE NOTED)
- ▲ CALCULATION POINT
- () RECORD INFORMATION
- P.U.E. PUBLIC UTILITY EASEMENT
- M.F.F.E. MINIMUM FINISH FLOOR ELEVATION

LOT	LAND USE	ACRES
1A	RESIDENTIAL	45.943

NOTE: THIS IS A ONE (1) LOT SUBDIVISION



CURVE	RADIUS	ARC LENGTH	CHORD	CHORD BEARING
C1	880.00'	24.41' (23.86)	24.41' (23.39)	S89°37'36" E 188°12'10" W
C2	80.00'	77.11' (77.07)	74.19' (74.07)	S89°40'41" E 188°12'10" W
C3	80.00'	81.30' (81.27)	74.87' (74.75)	S89°41'41" E 188°12'10" W
C4	80.00'	81.98' (81.95)	76.24' (76.12)	S89°42'41" E 188°12'10" W
C5	80.00'	46.11' (46.11)	47.75' (47.62)	S89°43'41" E 188°12'10" W
C6	80.00'	49.92' (49.89)	48.49' (48.37)	S89°44'41" E 188°12'10" W
C7	80.00'	24.28' (24.24)	24.10' (24.07)	S89°45'41" E 188°12'10" W

BENCHMARK NOTE:
 ✦ TEMPORARY BENCHMARK FOR THIS SURVEY IS TOP OF A 1/2" IRON FOUND ON THE NORTH R.O.W. LINE OF MARSHALL POINT DRIVE AT THE POINT OF CURVATURE FOR THE CUL-DE-SAC. (ELEVATION = 788.31) (BASED NAD83 DATUM.)

BEARING BASIS NOTE:
 HORIZONTAL DATUM BASED UPON TEXAS STATE PLANE COORDINATES SYSTEM, NAD83, TEXAS CENTRAL ZONE.

SHEET 1 OF 4

FILE: 2:\Projects\4408\003 Lots 1-3a\Amended-Plat.dwg	DRAWN BY: CYMC
2:\Projects\4408\Point Files\4408.dwg	CHECKED BY: CJC
JOB NO: 04408-003-00.dwg	REVISION: 08/11/2008
DATE: 07-27-2007	
SCALE: 1"=100'	

The surveyor warrants that the survey was conducted in accordance with the Texas Surveying Act and that the survey was conducted in accordance with the Texas Surveying Act and that the survey was conducted in accordance with the Texas Surveying Act.



1701 Bluebonnet Boulevard, Suite 400 • Austin, Texas 78744 • 512/238-8373 • Fax 512/446-3386

**AMENDED PLAT OF
LOTS 1-3 AND 2A, BLOCK A, MARSHALL'S POINT**

~~03~~ 2

Travis County Commissioners Court Agenda Request

Voting Session ~~11/18/2008~~ 12/9/08 Work Session _____

I. A. Request made by: Joseph P. Gieselman Phone # 854-9383
Executive Manager, TNR

B. Requested Text: Approve setting a public hearing date on December 9, 2008 to receive comments regarding proposed street name changes from Sandpiper Spot Trail to "Stanley Robin Lane" and Sandpiper Perch Lane to "Nesting Mockingbird Trail" in Park at Blackhawk Phase 6 Section 1, Precinct 2.

C. Approved by: _____
Commissioner Sarah Eckhardt, Precinct Two

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:

<u>Austin American Statesman</u>	
<u>Gayla Dembkowski - 854-9383</u>	<u>Jaime Garcia - Sign Shop</u>
<u>Don Ward - 854-9383</u>	<u>Howard Herrin- 854-9383</u>
<u>Stephanie Jensen - fax 974-0933</u>	<u>Richard Duane - 854-9383</u>

III. Required Authorizations: Please check if applicable:

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

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



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
(512) 473-9383
FAX (512) 473-9436

November 5, 2008

MEMORANDUM

TO: Members of the Commissioners Court

FROM: Joseph P. Gieselman, TNR Executive Manager

SUBJECT: Request approval of proposed street name changes for two streets in Park at Blackhawk Phase 6 Section 1 Subdivision in Precinct 2.

Summary and Staff Recommendation:

The Travis County Address Coordinating Committee received a request from a developer to change two street name names in a recently recorded subdivision. The owner made the request prior to homes being built.

The request is to change Sandpiper Spot Trail to "Stanley Robin Lane" and Sandpiper Perch Lane to "Nesting Mockingbird Trail". The fee of \$470.00 has been paid.

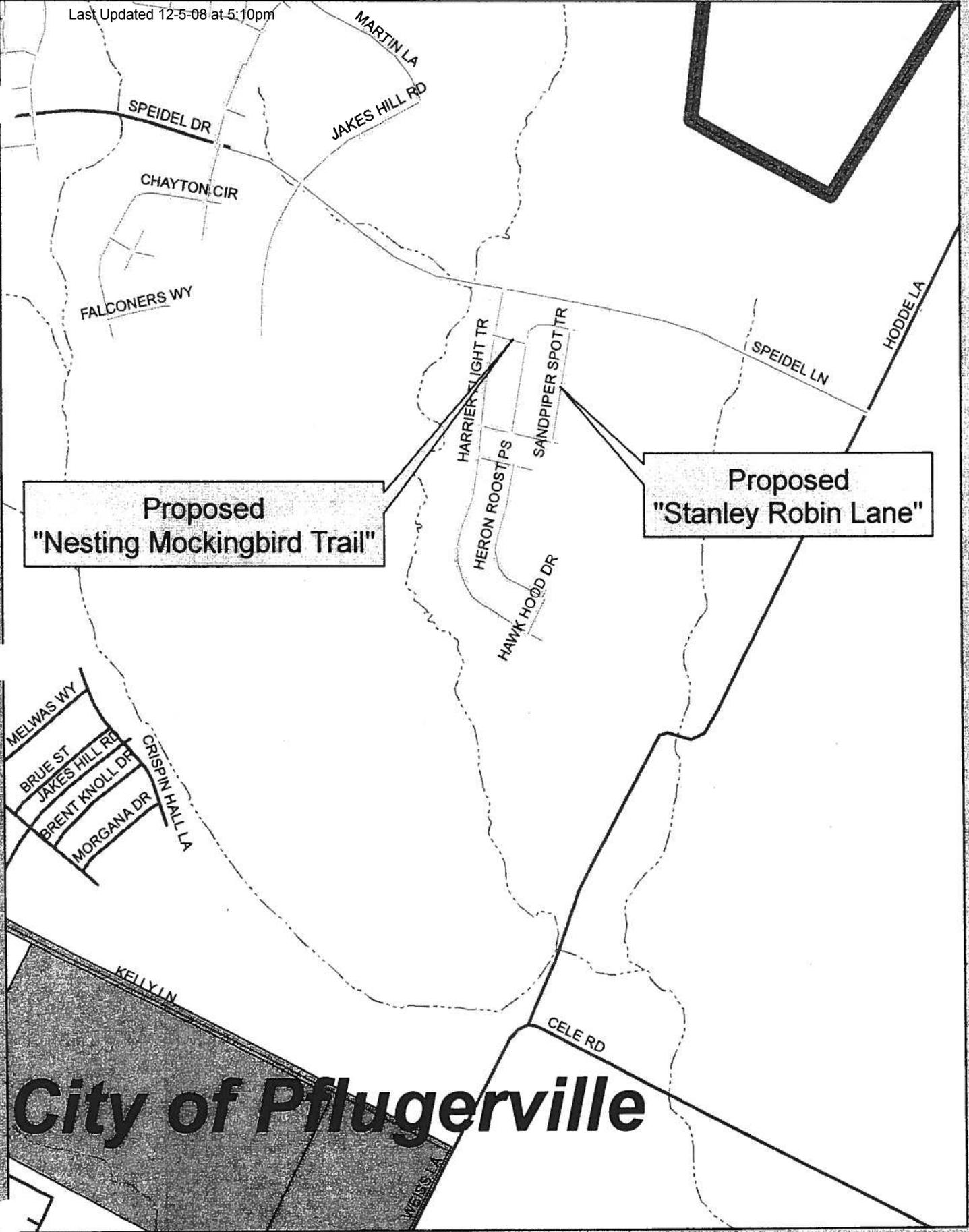
Staff recommends approval of these street name changes, which has been cleared through 911 Addressing staff. We are requesting a public hearing date of December 9, 2008 pursuant of these street name changes.

Exhibits:

Map

CJ;gd

1105 Park at Blackhawk Ph 6 Section 1



City of Pflugerville



RECEIVED

NOV 05 2008

TNR

Gayla Dembkowski
Travis County –Transportation & Natural Resources
411 W. 13th Street
Austin, Texas 78767

Dear Gayla:

Per our recent e-mail conversation we are requesting the change of two of our local street names. Enclosed with this request please find a check for \$470.00 made payable to Travis County for this purpose.

The first request is to change *Sandpiper Spot Trail* to *Stanley Robin Lane*. This street is located in the Park at Blackhawk VI, Section 1.

The second request is to change *Sandpiper Perch Lane* to *Nesting Mockingbird Trail*. This street is also located in Park at Blackhawk VI, Section 1.

The purpose for this request is to eliminate two street names that are very similar to existing names within the community.

Thank you for your assistance with this matter. If you have any questions about this, please call me at (512) 922-1933.

Respectfully Submitted,

Bryan Holubec
Development Manager

Enclosure: Check number 56876 for \$470.

TRAVIS COUNTY TNR (CL)
 411 WEST 13TH STREET
 P. O. BOX 1749
 AUSTIN, TX 78767
 PH: (512)-554-9383

SALE BY: LM
 11/06/08
 01:44 PM

RECEIPT #: 992350

ITEM#	AMOUNT
ROAD NAME CHANGES*	470.00
SUBTOTAL:	470.00
TAX:	0.00
TOTAL:	470.00
TENDERED:	470.00

PCT: 06976 PARK AT BLACK

STATE OF TEXAS

§

COUNTY OF TRAVIS

§

§

ORDER NO.

WHEREAS, the Travis County Address Coordinating Committee has received a request to change two street names; and

WHEREAS, the developer is the only property owner; and

WHEREAS, a public hearing was held on December 9, 2008, pursuant to the street name changes; then

BE IT THEREFORE ORDERED by the Commissioners' Court of Travis County, Texas, that the easement be named as follows:

PRECINCT TWO:

SANDPIPER SPOT TRAIL TO "STANLEY ROBIN LANE"
SANDPIPER PERCH LANE TO "NESTING MOCKINGBIRD TRAIL"

PASSED AND ADOPTED THE _____ DAY OF _____, 2008.

SAMUEL T. BISCOE, COUNTY JUDGE

RON DAVIS,
COMMISSIONER, PCT. ONE

SARAH ECKHARDT,
COMMISSIONER, PCT. TWO

GERALD DAUGHERTY,
COMMISSIONER, PCT. THREE

MARGARET GOMEZ
COMMISSIONER, PCT. FOUR

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT THE COMMISSIONERS' COURT OF TRAVIS COUNTY, TEXAS WILL HOLD A PUBLIC HEARING ON TUESDAY, DECEMBER 9, 2008 AT 9:00 A.M. PURSUANT TO THE REQUEST FOR STREET NAME CHANGES.

THESE ROADS ARE NEAR PFLUGERVILLE, TEXAS TO BE CHANGED FROM SANDPIPER SPOT TRAIL TO "STANLEY ROBIN LANE" AND SANDPIPER PERCH LANE TO "NESTING MOCKINGBIRD TRAIL".

A PUBLIC HEARING WILL BE HELD IN THE COMMISSIONERS' COURTROOM, TRAVIS COUNTY ADMINISTRATION BUILDING, 314 WEST 11TH STREET, FIRST FLOOR, AUSTIN, TEXAS.

FOR FURTHER INFORMATION ON THIS STREET NAME ASSIGNMENT PLEASE CALL 854-9383.

WS # _____

VS #

~~24~~ 3

TRAVIS COUNTY COMMISSIONERS' COURT AGENDA REQUEST

Work Session _____

Voting Session ~~11/27/08~~

+8 12/9/08

I. A. Request made by: Joseph P. Gieselman, Executive Manager Phone # 854-9383

B. Requested Text:

Approve setting a Public Hearing on December 9, 2008 to receive comments regarding a request to authorize the filing of an instrument to vacate a 7.5' public utility easement located along rear lot line of Lot 13, Block N of Twin Creeks Country Club, Section 8 – a subdivision in Travis County, Precinct 3.

C. Approved by: _____
Commissioner Gerald Daugherty, Precinct Three

II. A. Is backup material attached?*

Yes X No ___

*Any backup material to be presented to the court must be submitted with this Agenda.

Request – 1 original and 8 copies

B. Have the agencies affected by this request been invited to attend?

Yes X No ___ Please list those contacted and their phone number.

AD John Hille - 854-9415 Austin American-Statesman
Anna Bowlin - 854-9383 Joe Arriaga - 854-9383

III. PERSONNEL

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

IV. BUDGET REQUESTS

If your request involves any of the following please check appropriately.

- ___ Additional funding for your department
- ___ Transfer of funds within your department budget
- ___ A change in your department's personnel

The County Personnel (473-9165) and/or the Budget and Research Office (473-9171) must be notified prior to submission of this agenda request.

AGENDA REQUEST DEADLINES

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



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

MEMORANDUM

DATE: November 7, 2008

TO: Members of the Commissioners' Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM:  Anna Bowlin, Division Director – Development Services 

SUBJECT: Approve setting a Public Hearing on December 9, 2008 to receive comments regarding a request to authorize the filing of an instrument to vacate a 7.5' public utility easement located along rear lot line of Lot 13, Block N of Twin Creeks Country Club, Section 8 – a subdivision in Travis County, Precinct 3.

Summary and Staff Recommendation:

TNR has received a request to vacate 7.5' public utility easement (PUE) located along the rear lot line of Lot 13, Block N within Twin Creeks Country Club, Section 8. This lot fronts on Farleigh Lane, a street maintained by Travis County. The purpose for this vacation is so that lot improvements will not be considered encroaching on the subject PUE.

The utility companies operating in the area have stated that they have no objection to vacating this portion of the easement. TNR recommends the vacation as described in the attached Order of Vacation and as shown on the attached field notes and sketch.

Budgetary and Fiscal Impact:

None.

Issues and Opportunities:

Travis County has no need for these easements and would not benefit from vacating or not vacating. It has been the responsibility of the applicant to contact the utility companies operating in the area. Travis County has relied on the utility companies to decide if the easements need to be retained for the surrounding property owners. TNR staff foresees no reason for opposition to this vacation.

November 7, 2008

Required Authorizations:

All responding utility companies known to be serving this area have stated that they have no need to retain the portions of easements as described in the attached field notes and sketch.

Exhibits:

Order of Vacation

Letter of Request

Field Notes and Sketch

Statements from utility companies (4)

Maps

PS:AB:ps

1105 Farleigh Lane

08-PUE-09

ORDER OF VACATION

STATE OF TEXAS §

COUNTY OF TRAVIS §

WHEREAS, the property owner requests the vacation of 7.5' public utility easement located along the rear lot line of Lot 13, Block N of Twin Creeks County Club, Section 8 as recorded at Document #200300225 of the Plat Records of Travis County, Texas, so that lot improvements are not encroaching on the subject public utility easement; and

WHEREAS, utility providers serving the area have indicated that they have no need for the 7.5' public utility easement requested to be vacated as described in the attached field notes and sketch; and

WHEREAS, the Travis County Transportation and Natural Resources Department recommends the vacation of the 7.5' public utility easement as described in the attached field notes and sketch; and

WHEREAS, the required public notice was posted and the Travis County Commissioners Court held a public hearing on December 9, 2008 to consider the proposed action; and

NOW, THEREFORE, by unanimous vote, the Commissioners Court of Travis County, Texas, orders that the 7.5' public utility easement located along the rear lot line of Lot 13, Block N of Twin Creeks Country Club, Section 8, as shown on the attached sketch and described in the attached field notes, is hereby vacated.

ORDERED THIS THE _____ DAY OF _____ 2008.

SAMUEL T. BISCOE, COUNTY JUDGE

COMMISSIONER RON DAVIS
PRECINCT ONE

COMMISSIONER SARAH ECKHARDT
PRECINCT TWO

COMMISSIONER GERALD DAUGHERTY
PRECINCT THREE

COMMISSIONER MARGARET GOMEZ
PRECINCT FOUR

KELLY & ERIK COTTRELL

2605 FARLEIGH LANE
CEDAR PARK, TX 78613
512-219-1291

OCTOBER 20, 2008

10-27-0801:32 RCVD

PAUL SCOGGINS
PLANNING & ENGINEERING SERVICES
TRAVIS COUNTY
PO 1748
411 W, 13TH STREET
AUSTIN, TX 78767-1748

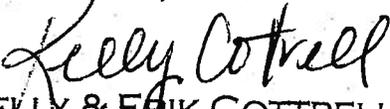
TRAVIS COUNTY ENGINEERING & PLANNING:

WE HEREBY SUBMIT THIS REQUEST TO MODIFY THE COUNTY RECORDS OF THE PROPERTY LISTED BELOW TO REFLECT THE RELEASE OF A 7.5' UTILITY EASEMENT THAT RUNS ALONG THE BACK OF OUR PROPERTY. ENCLOSED YOU WILL FIND SIGNED RELEASES FROM ALL RELEVANT UTILITY COMPANIES. WE HAVE ALSO ENCLOSED A COPY OF THE RECENT SURVEY AND SURVEY FIELD NOTES. THE PROPERTY DESCRIPTION IS AS FOLLOWS:

LOT 13, BLOCK N
TWIN CREEKS COUNTRY CLUB
SECTION 8 SUBDIVISION

PLEASE LET US KNOW HOW TO PROCEED WITH OUR REQUEST. ALSO, WE'D LIKE TO THANK YOU FOR THE HELP THE COUNTY OFFICE GAVE US IN UNDERSTANDING THIS PROCESS.

SINCERELY,


KELLY & ERIK COTTRELL

ALL POINTS SURVEYING, INC.

EXHIBIT "A"

**LEGAL DESCRIPTION OF .005 ACRE (238 SQUARE FEET) TRACT OF LAND
OUT OF LOT 13, BLOCK N, TWINCREEKS COUNTRY CLUB, SECTION 8 AS
RECORDED IN DOCUMENT NO. 200300228 OF OFFICIAL PUBLIC RECORDS
OF TRAVIS COUNTY, TEXAS AND BEING MORE PARTICULARLY
DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

BEGINNING at an iron rod found at the Southwesterly corner of said Lot 13, same being at the Southeasterly corner of Lot 14, same being in the Northerly line of a tract of land conveyed to Twin Creeks Holdings, LTD. as recorded in Document No. 2000116695 of the Official Public Records of Travis County, Texas for the Southwesterly corner of the herein described tract of land;

THENCE N 21° 42' 50" E with the Westerly line of said Lot 13 common with the Easterly line of said Lot 14 a distance of 3.40 feet to a point for the Northwesterly corner of the herein described tract of land;

THENCE S 80° 38' 25" E through and across said Lot 13 a distance of 71.88 feet to a point in the Easterly line of said Lot 13 common with the Westerly line of Lot 12 to a point for the Northeasterly corner of the herein described tract of land;

THENCE S 29° 97' 54" W with the Easterly line of said Lot 13 common with the Westerly line of said Lot 12 a distance of 3.53 feet to an iron rod found at the Southeasterly corner of said Lot 13, same being at the Southwesterly corner of said Lot 12, same being in the Northerly line of said Twin Creeks Holdings, LTD. tract of land for the Southeasterly corner of the herein described tract of land;

THENCE N 80° 38' 25" W with the Southerly line of said Lot 13, same being the Northerly line of said Twin Creeks Holdings, LTD. tract of land a distance of 71.41 feet to the POINT-OF-BEGINNING containing .005 acre (238 square feet) of land more or less.

The Bearing Basis for the herein described tract of land is the Northerly line of said Lot 13 which chord bears N 64° 35' 30" W a distance of 85.72 feet, having an arc distance of 85.78 feet and a radius of 656.06 feet.

Mark C. Brown

MARK C. BROWN
R.P.L.S. No. 5059
JOB No. 09B22208

9-17-09
Date



SKETCH TO ACCOMPANY LEGAL DESCRIPTION

TWIN CREEKS HOLDING, LTD.
 DOC# 2000116695
 REMAINDER OF TRACT 1

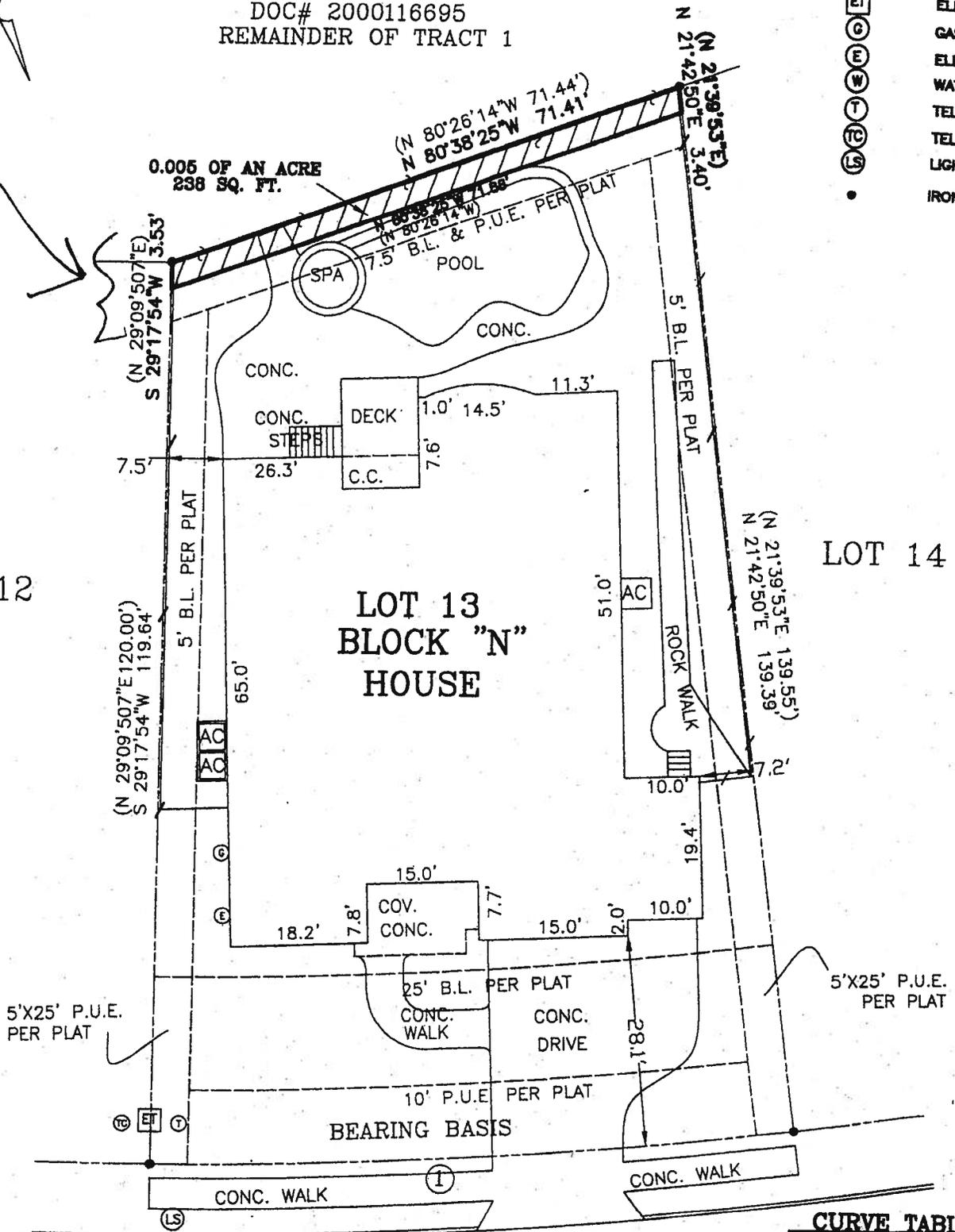
LEGEND

- METAL FENCE
- WOOD FENCE
- A/C UNIT
- ELEC. TRANS.
- GAS METER
- ELEC. METER
- WATER METER
- TELE. PED.
- TELE. COMM.
- LIGHT STANDARD
- IRON ROD FND.

LOT 12

LOT 14

LOT 13
 BLOCK "N"
 HOUSE



CURVE TABLE

①
 C=N 64°35'30"W 85.72'
 A=85.78' R=656.06'
 (C=N 64°35'30"W 85.87')
 (A=85.73')

2605 FARLEIGH LANE (50' R.O.W.)

LOT No. 13 BLOCK "N" SUBMISSION / ADDITION TWIN CREEKS COUNTRY CLUB
 SECTION 8 PHASE _____ DOC# 200300228 Page(s) _____ Cabinet _____
 TRAVIS COUNTY, TEXAS Volume _____ Side _____ PLAT RECORDS

Reference: _____

FIELD WORK	GD	Date
DRAFTING	MM	08-13-08
FINAL CHECK	MCB	

RELEASE OF EASEMENT

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

WHEREAS, Twin Creeks Holdings, Limited, as previous owner of all lots in Twin Creeks Country Club, Section 8, a subdivision in Travis County, Texas according to the map or plat thereof, heretofore granted certain easements to Pedernales Electric Cooperative, Inc., a corporation for public utility purposes covering property situated within Twin Creeks Country Club, Section 8 Subdivision, said easement being recorded in Document Number 200300228 of the Plat Records of Travis County, Texas, and;

WHEREAS, said dedicated easements referred to hereinabove include and are comprised in part by a strip of land seven and one half (7.5) feet in width along the back lot line of all lots within Twin Creeks Country Club, Section 8 Subdivision, in Travis County, Texas; and,

WHEREAS, Kelly Cottrell and Erik Cottrell, as owners of Lot 13, Block N in Twin Creeks Country Club, Section 8 Subdivision, desires that the said seven and one half (7.5) foot public utility easement along the back lot line in Twin Creeks Country Club, Section 8 Subdivision, be abandoned and released in full; and

WHEREAS, Pedernales Electric Cooperative, Inc. provides electric service to the aforementioned area and will continue to have an adequate easement to said property;

NOW, THEREFORE, be it known that Pedernales Electric Cooperative, Inc., a corporation whose post office address is Johnson City, Texas, for and in consideration of One Dollar (\$1.00), does hereby release the said seven and one half (7.5) foot public utility easement along the back lot line of Lot 13, Block N in Twin Creeks Country Club, Section 8 Subdivision, in Travis County, Texas, and referred to herein above.

EXECUTED: October 14, 2008

PEDERNALES ELECTRIC COOPERATIVE, INC.
^ |

**STATE OF TEXAS
COUNTY OF TRAVIS**

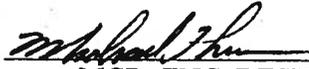
RELEASE OF EASEMENT

WHEREAS, the plat of Twin Creek Country Club, Section 8, Cedar Park, Texas, a subdivision in the County of Travis, of record in Document 200300228, of the Plat Records of Travis County, Texas, and said record reflects a 7.5 foot PUE easement on the rear property line of Lot 13, Block N, of said subdivision, of record in Document 2004156961, Property Records of Travis County, Texas, and as applicant requests the release of said easement on said property, said property located at 2605 Farleigh Lane, AND:

WHEREAS, all utilities are in place within other dedicated easements, and no further need exists for the above easement as reflected on said plat:

NOW, THEREFORE, in consideration of the premises and in order to adjust because of proposed encroachment upon this easement, the undersigned do hereby abandon all right, title and interest in and to this easement, as described, on the above addressed property, in said subdivision.

EXECUTED this 7th day of October, 2008

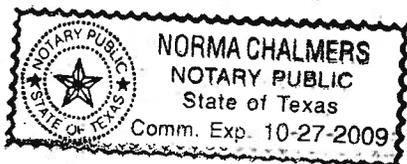

MGR.-ENG. DESIGN

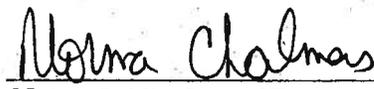
SOUTHWESTERN BELL TELEPHONE, L.P., a Texas limited partnership,
d/b/a AT&T Texas

By: SBC TEXAS, L.L.C.,
a Delaware limited liability company,
its general partner

BEFORE ME, the undersigned authority, on this day personally appeared Michael Thurman, Manager-Engineering Design, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration there expressed, as the act and deed of **SOUTHWESTERN BELL TELEPHONE COMPANY** and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 10th day of October, 2008




Notary Public, State of Texas
My commission expires 10-27-2009



TEXAS GAS SERVICE

A DIVISION OF ONEOK

10/3/08

To Whom It May Concern:

Texas Gas Service has no objections to the partial or complete release of the Public Utility Easement behind 2605 Farleigh Lane; Cedar Park, TX 78613. Please contact me if you have any questions, comments or concerns.

Thanks

Chris Landgraf
Engineering Department
Texas Gas Service
(512) 465-1131 – office
(512) 465-1104 – fax
clandgraf@txgas.com



September 30, 2008

Erik & Kelly Cottrell
2605 Farleigh Lane
Cedar Park, TX 78613
512-219-1291

Subject: Easement Release for 2605 Farleigh Lane, Lot 13, Block N, in Twin Creeks Country Club, Section 8, Subdivision, in Travis County, City of Cedar Park, Texas.

To Whom It May Concern,

Time Warner Cable (TWC) does not have facilities in the easement area and will release the 7.5 foot portion of the rear easement at the address of 2605 Farleigh Lane for the construction of a pool.

If there are any questions please feel free to contact me at 512/485-6417.

A handwritten signature in black ink that reads "Laurie Schumpert".

Laurie Schumpert
Time Warner Cable
Designer
Design and Construction Department

September 19, 2008

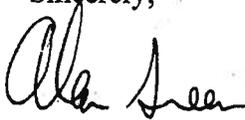
Ms. Kelly Cottrell
2605 Farleigh Lane
Cedar Park, TX 78613

Re: Public Utility Easement Release for Twin Creeks Country Club Sec. 8, Block N, Lot 13
2605 Farleigh Lane, Cedar Park, TX 78613

Dear Ms. Cottrell:

The City of Cedar Park does not have any water or wastewater facilities within the easement that you are proposing to vacate. This easement is described as a seven and one-half foot PUE along the rear lot line of the above referenced tract. The City does not foresee a need for future installation of City utilities within this easement and hereby abandons and releases this easement in full.

Sincerely,

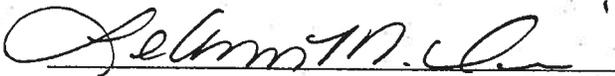


Alan Green
Senior Engineering Associate
City of Cedar Park, TX
(512) 401-5352

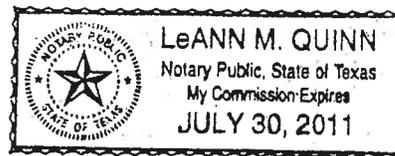
STATE OF TEXAS §

COUNTY OF WILLIAMSON §

This instrument was acknowledged before me this 19th day of September
2008 by Alan Green of the City of
Cedar Park, a municipal corporation, on behalf of said corporation.



Notary Public, State of Texas



Last Updated 12-5-08 at 5:10pm

LOT 13, BLOCK N OF TWIN CREEKS COUNTRY CLUB, SECTION 8

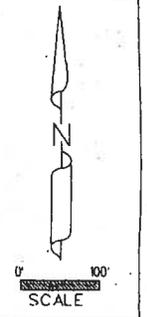
HERT H. THEROT
0175370125

ROBERT H. THEROT
0175370123

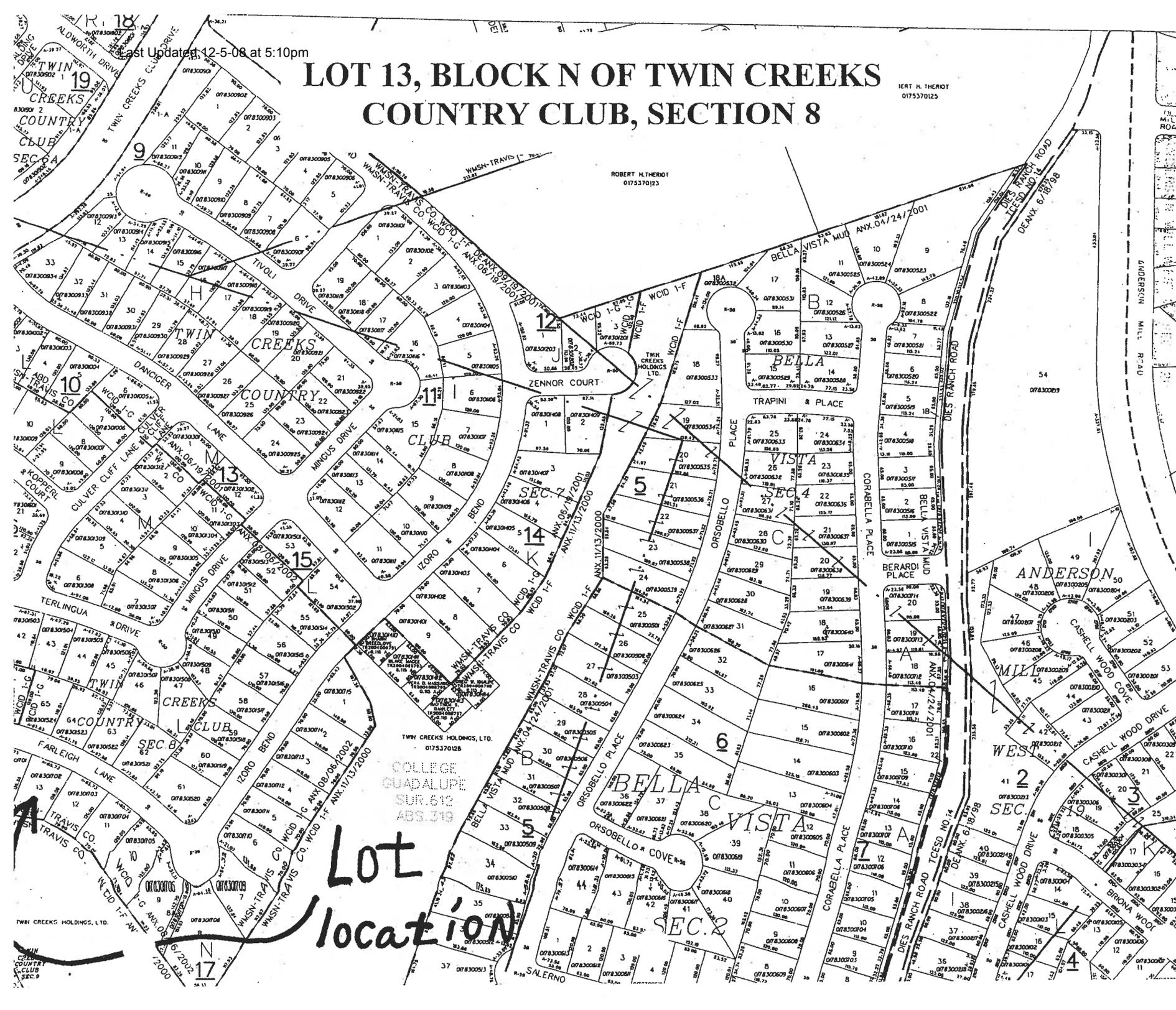
REVISIONS
03/19/2004 GWR

JURISDICTIONS
AUSTIN COMMUNITY COLLEGE
LEANDER ISD
TCESD NO.14
BELLA VISTA MUD
WASH-TRAVIS CO. WCID 1-F
WASH-TRAVIS CO. WCID 1-G
TRAVIS COUNTY

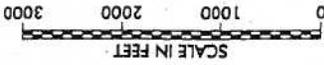
TRAVIS CENTRAL APPRAISAL DISTRICT
P.O. Box 148012
Austin, TX 78714
Internet Address WWW.TRAVISCAD.ORG
Main Telephone Number (512)834-9317 Appraisal Information (512)834-9138
Fax Number (512)835-5378 TDD (512)836-3328



MAP NO.
17830
18034 | 18030 | 18028
17834 | 17830 | 17828
17630 | 17628
1" = 400' MAP REFERENCE



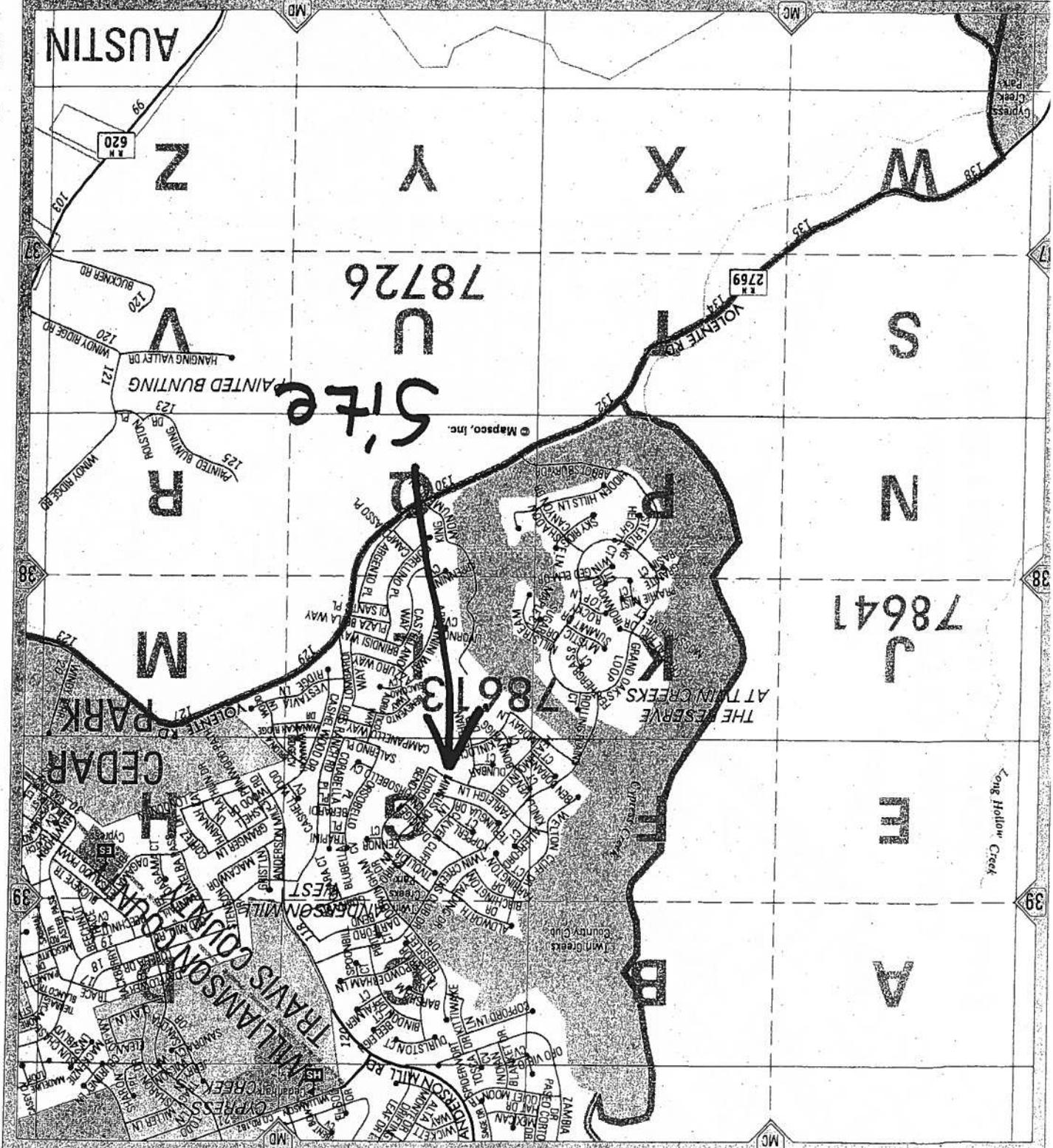
Lot location



COPYRIGHT 1993, 2006 BY MAPSCO INC. - ALL RIGHTS RESERVED



CONTINUED ON MAP 433 CONTINUED ON MAP 462 CONTINUED ON MAP 431



THIS PAGE ALSO APPEARS IN THE MAPSCO WILLIAMSON COUNTY STREET GUIDE AS PAGE 432.

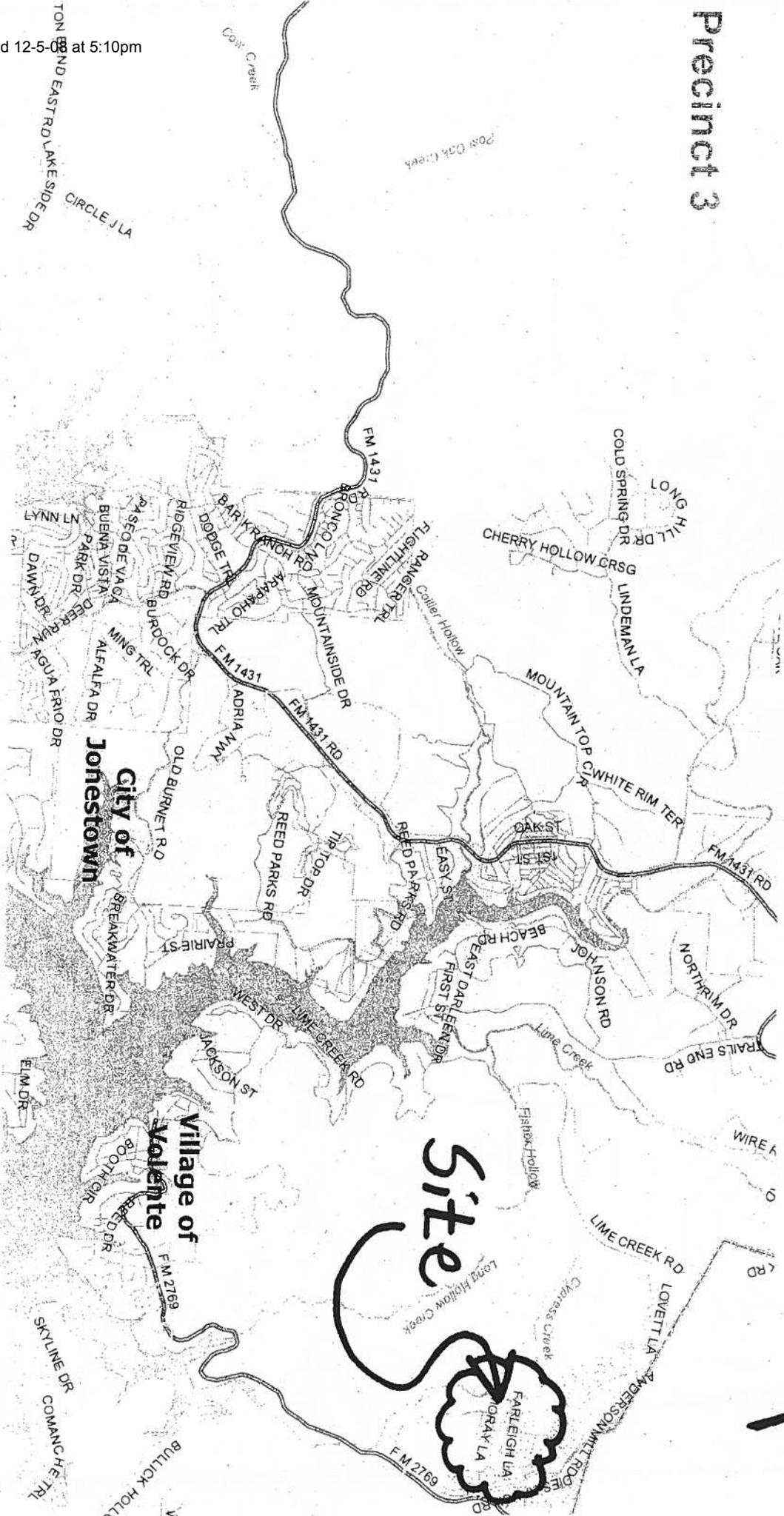
CONTINUED ON MAP 402

432

LOT 13, BLOCK N OF TWIN CREEKS COUNTRY CLUB, SECTION 8

Precinct 3

LOT 13, BLOCK N OF TWIN CREEKS COUNTRY CLUB, SECTION 8



LOT 13, BLOCK N OF WIN CREEKS COUNTRY CLUB, SECTION 8

Site



Travis County Location Map

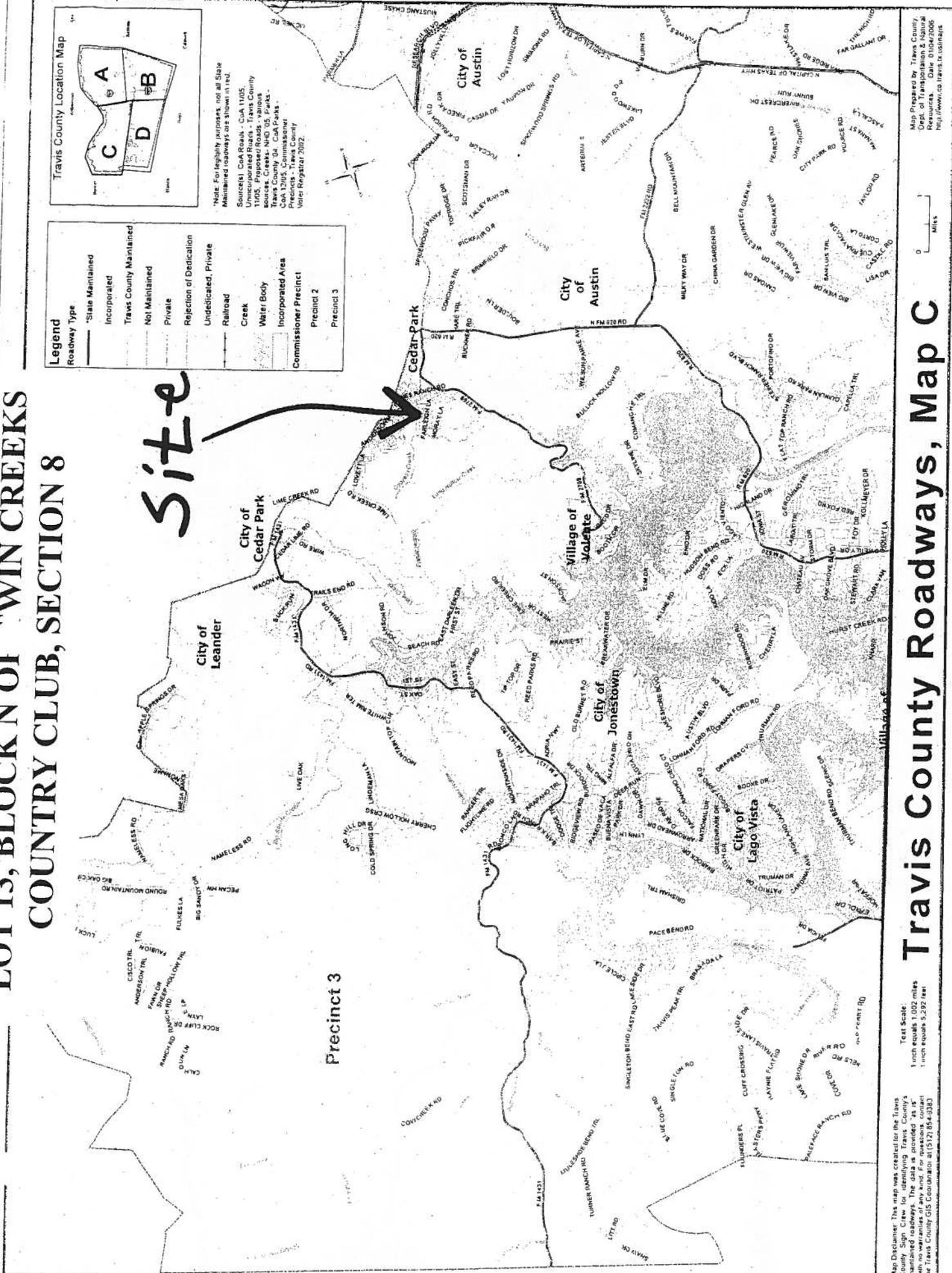
*Note: For legibility purposes not all State Maintained roadways are shown in red.

Sources: C.A. Roads - C.A. 1105, Unincorporated Roads - Various Community Sources, Creeks - NHD '05, Parks - Travis County GA, C.A. Parks - C.A. 1205, Commissioner Victor Registrar 2002.

Legend

Roadway Type

- State Maintained
- Incorporated
- Travis County Maintained
- Not Maintained
- Private
- Rejection of Dedication
- Undedicated, Private
- Railroad
- Creek
- Weir Body
- Incorporated Area
- Commissioner Precinct
- Precinct 2
- Precinct 3



Map Prepared by: Travis County
Dept. of Transportation & Natural
Resources. Date: 01/04/2006
http://www.co.travis.tx.us/nr/nr.htm



Travis County Roadways, Map C

Text Scale:
1 inch equals 1,002 miles
1 inch equals 5,292 feet

Map Disclaimer: This map was created for the Travis County Sign Crew for identifying Travis County's maintained roadways. The data is provided "as is" with no warranties of any kind. For questions contact the Travis County GIS Coordinator at (512) 854-3083

4

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Voting Session: December 9, 2008

I. A. Request made by: DANNY HOBBY, EXECUTIVE MANAGER, EMERGENCY SERVICES
Phone #: 854-4416
(Elected Official/Appointed Official/Executive Manager/County Attorney)

B. Requested topic: CONSIDER AND TAKE APPROPRIATE ACTION REGARDING THE PROHIBITION OF THE SALE OR USE OF RESTRICTED FIREWORKS IN THE UNINCORPORATED AREA OF TRAVIS COUNTY.

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:

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

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to the County Judge's office in writing by 12:00pm on Tuesdays for the next week's meeting. Late or incomplete requests may be deferred to the next meeting.



EMERGENCY SERVICES

DANNY HOBBY, EXECUTIVE MANAGER
P.O. BOX 1748, AUSTIN, TEXAS 78767
(512) 854-4416, FAX (512) 854-4786

*Emergency Management
Pete Baldwin, Emergency Mgmt.
Coordinator*

*Fire Marshal
Brad Beauchamp, Interim Fire
Marshal*

*Medical Examiner
Dr. David Dolinak*

MEMORANDUM

To: Travis County Commissioners Court

Through: Danny Hobby, Executive Manager Emergency Services 

From: Pete Baldwin, Emergency Management Coordinator

Date: December 2, 2008

Subject: **Order Prohibiting the Sale or Use of Restricted Fireworks in the Unincorporated area of Travis County**

*STAR Flight
Casey Ping, Program Manager*

Due to the lack of significant rainfall, Travis County is now in a severe drought condition and has been designated as being in a "high fire danger" category. Due to the dry fuel conditions and increased safety concerns for fire fighters and the residents of Travis County, Emergency Services recommends approval of the attached "Order Prohibiting the Sale or Use of Restricted Fireworks" in the Unincorporated Areas of Travis County.

Under Section 352.051 (a) (1) of the Local Government Code, the Court may prohibit the sale or use of restricted fireworks in the unincorporated area of the county if the Texas Forest Service has determined that drought conditions exist on average in the county. The Texas Forest Service (TFS) is directed to determine if drought conditions exist through the use of Keetch-Byram Drought Index (KBDI) or other comparable measurements. Under Section 352.051 (a) (1) of the Local Government Code "drought conditions" means the existence immediately preceding or during the fireworks season of a Keetch-Byram Drought Index of 575 or greater.

Travis County had a KBDI reading of 658 on December 1, 2008. The Commissioners Court must approve an order prohibiting the use of restricted fireworks by December 9, 2008, to make the order effective for December 15, 2008. The order will remain in effect until drought conditions have ended or the order is lifted by Commissioners Court.

Thank you.

COUNTY OF TRAVIS §

§

STATE OF TEXAS §

**ORDER PROHIBITING
SALE AND USE OF RESTRICTED FIREWORKS**

WHEREAS, Section 352.051 of the Local Government Code provides that the commissioners court of a county by order may prohibit the sale or use of restricted fireworks in the unincorporated area of the county if the Texas Forest Service has determined that drought conditions exist on average in the county; and,

WHEREAS, the Texas Forest Service has determined that drought conditions exist on average in Travis County;

NOW, THEREFORE, it is ORDERED that the sale and the use of "restricted fireworks", as defined in Section 352.051(a)(1) of the Local Government Code, are prohibited in all of the unincorporated areas of Travis County. Pursuant to Section 352.051(a)(1) of the Local Government Code, "Restricted fireworks" means those items classified under 49 C.F.R. Sec. 173.100(r)(2) (10-1-86 edition) as "skyrockets with sticks" and "missiles with fins."

A person commits an offense if he knowingly or intentionally sells or uses restricted fireworks in the unincorporated area of Travis County. In accordance with Section 352.051 of the Local Government Code, a person who knowingly or intentionally sells or uses restricted fireworks in violation of this order commits a Class C Misdemeanor, punishable by a fine up to \$500.

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 drought conditions by curtailing the sale and use of restricted fireworks, which purpose is to be taken into account in any enforcement action based upon this order.

This Order Prohibiting the Sale and Use of Restricted Fireworks shall expire upon the earlier of (1) an order by the Travis County Commissioners Court lifting this Order Prohibiting the Sale and Use of Restricted Fireworks, or (2) a determination by the Texas Forest Service that drought conditions no longer exist on average in Travis County.

ORDERED THIS 9th DAY OF DECEMBER, 2008.

TRAVIS COUNTY COMMISSIONERS COURT

By: _____
Samuel T. Biscoe, County Judge

5



RECEIVED COUNTY JUDGE'S OFFICE

Travis County Commissioners Court Agenda Request

08 DEC -3 PM 2:47

Voting Session December 9, 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 \$681,975.72, for the period of November 21, 2008 to November 27, 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: December 9, 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: November 21, 2008 to November 27, 2008

REIMBURSEMENT REQUESTED FOR THIS PERIOD: \$681,975.72

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 \$681,975.72.

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
NOVEMBER 21, 2008 TO NOVEMBER 27, 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**

Last Updated 12-5-08 at 5:10pm

DATE: December 9, 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: November 21, 2008
 TO: November 27, 2008

REIMBURSEMENT REQUESTED: \$ 681,975.72

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:	\$ 1,080,179.72
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT: December 2, 2008	\$ (398,204.17)
Adjust to balance per UHC	\$ 0.17
TOTAL REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**:	\$ 681,975.72
PAYMENTS DEEMED NOT REIMBURSABLE	\$ -
TRANSFER OF FUNDS REQUESTED:	\$ 681,975.72

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

All claims over \$25,000 (0 this week totaling \$0.00) have been audited for data entry accuracy and the following information is correct for each claim audited: date of service, eligibility, nature of service, name of and amount billed by provider, amount billed by date and amount paid by UHC.

Fifteen percent (15%) of all claims under \$25,000 (\$106,592.54) 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 \$12,028.81.

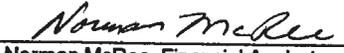
All claims submitted in this transfer have been audited to confirm accuracy of billing and legitimacy of claim under the service provisions of the health care contract and all are contractually legitimate, legally incurred and accurately billed claims.

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


 Linda Moore Smith, Director 12/2/08
Date

UNAVAILABLE TO SIGN
 Dan Mansour, Risk Manager Date


 Cindy Purinton, Benefit Contract Administrator 12/2/08
Date


 Norman McRee, Financial Analyst 12/2/08
Date

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



Last updated 12-5-08 at 5:10pm

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: December 9, 2008

To: Susan Spataro, County Auditor

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

Subject: Risk Manager Unavailable to
Sign Recommendation for Transfer of Funds
For Period November 21, 2008 – November 27, 2008

Dan Mansour, Risk Manager, is out of the office and unavailable to sign the Recommendation for Transfer of Funds document for the period November 21, 2008 - November 27, 2008.

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

Last Updated 12-5-08 at 5:10pm

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: 2008-11-28 REQUEST AMOUNT: \$1,080,179.72

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

CALCULATION OF REQUEST AMOUNT	
+ ENDING BANK ACCOUNT BALANCE FROM: 2008-11-26	\$930,843.96
- REQUIRED BALANCE TO BE MAINTAINED:	\$1,938,718.00
+ PRIOR DAY REQUEST:	\$00.00
- UNDER DEPOSIT:	\$1,007,874.04
+ CURRENT DAY NET CHARGE:	\$72,305.68
+ FUNDING ADJUSTMENTS:	\$00.00
	\$1,080,179.72
REQUEST AMOUNT:	\$1,080,179.72

ACTIVITY FOR WORK DAY: 2008-11-21

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$335,159.18	\$00.00	\$335,159.18
TOTAL:	\$335,159.18	\$00.00	\$335,159.18

ACTIVITY FOR WORK DAY: 2008-11-24

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$84,786.35	\$00.00	\$84,786.35

UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2008_11_27

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	-133.49	NN	1137321	AA		5 11/27/2008	200	11/24/2008	11/27/2008
701254	632	-161.67	NN	1195531	A		46 11/27/2008	200	11/24/2008	11/27/2008
701254	632	-163.74	NN	1990055	AH		5 11/27/2008	200	11/24/2008	11/27/2008
701254	632	-163.74	NN	1567879	AH		7 11/27/2008	200	11/24/2008	11/27/2008
701254	632	-169.53	NN	1852650	AH		5 11/27/2008	200	11/24/2008	11/27/2008
701254	632	-202.01	UU	91101062	AE		6 11/19/2008	50	11/25/2008	11/27/2008
701254	632	-238.91	NN	1803496	AE		5 11/27/2008	200	11/24/2008	11/27/2008
701254	632	-238.91	NN	2006605	AH		7 11/27/2008	200	11/24/2008	11/27/2008
701254	632	-239.43	NN	1396959	AE		6 11/27/2008	200	11/24/2008	11/27/2008
701254	632	-264.81	NN	1000412	AA		1 11/27/2008	200	11/24/2008	11/27/2008
701254	632	-290.47	NN	1416428	AE		9 11/27/2008	200	11/24/2008	11/27/2008
701254	632	-330.81	NN	1752548	AH		1 11/27/2008	200	11/24/2008	11/27/2008
701254	632	-335.76	NN	1826848	AH		1 11/27/2008	200	11/24/2008	11/27/2008
701254	632	-342.53	NN	1150654	AH		1 11/27/2008	200	11/24/2008	11/27/2008
701254	632	-398.9	NN	1567890	AH		9 11/27/2008	200	11/24/2008	11/27/2008
701254	632	-472.01	Q6	78043901	AH		5 10/1/2008	60	11/26/2008	11/27/2008
701254	632	-529.34	NN	SSN0000C	AL		0 11/18/2008	600	11/24/2008	11/27/2008
701254	632	-1485.63	UV	69163085	AH		5 10/10/2008	60	11/26/2008	11/27/2008
701254	632	-1578	UT	10032236	AE		6 11/19/2008	50	11/25/2008	11/27/2008

681,975.72

Travis County Hospital and Insurance Fund - County Employees

UHC Payments Deemed Not Reimbursable

For the payment week ending: 11/27/2002

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

Travis County - Hospital and Self Insurance Fund (526)

Journal Entry for the Reimbursement to United Health Care

For the payment week ending: 11/27/2008

TYPE	MEMBER TYPE	TRANS_AMT
CEPO		
EE	526-1145-522.45-28	67,697.65
RR	526-1145-522.45-29	38,973.95
Total CEPO		\$106,671.60
EPO		
EE	526-1145-522.45-20	153,284.38
RR	526-1145-522.45-21	40,459.77
Total EPO		\$193,744.15
PPO		
EE	526-1145-522.45-25	324,149.70
RR	526-1145-522.45-26	57,410.27
Total PPO		\$381,559.97
Grand Total		\$681,975.72

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Travis County Commissioners Court Agenda Request

Voting Session 12/09/08
(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

December 9, 2008

ITEM # :

DATE: November 25, 2008

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

VIA: Alicia Perez, Executive Manager, Administrative Operations

FROM: Linda Moore Smith, Director, HRMD *LMS*

SUBJECT: Weekly Personnel Amendments

Attached are Personnel Amendments for Commissioners Court approval.

Routine Personnel Actions – Pages 2 – 5.

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)

TEMPORARY APPOINTMENTS					
Dept.	Slot	Position Title	Dept. Requests Grade/Salary	HRMD Recommends Grade/Salary	**Temporary Status Type Code
County Clerk	23055	Elec Clk – Erly Vting Deputy	10 / \$12.00	10 / \$12.00	02
County Clerk	23061	Elec Clk – Erly Vting Deputy	10 / \$12.00	10 / \$12.00	02
County Clerk	23177	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23188	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23191	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23192	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23196	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23197	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23200	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23211	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
County Clerk	23216	Elec Clk – Erly Vting Clk	7 / \$10.00	7 / \$10.00	02
**Temporary Status Type Codes: (Temporary less than 6 mos. = 02) (Project Worker more than 6 mos. = 05, includes Retirement Benefits).					

CAREER LADDERS – POPS						
Dept.	Slot	Current Position Title/Grade	New Position Title/Grade	Current Annual Salary	Proposed Annual Salary	Comments Current HRMD Practice
Sheriff	318	Corrections Officer* / Grd 81	Corrections Officer Sr / Grd 83	\$38,737.92	\$42,107.10	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	450	Cadet* / Grd 80	Corrections Officer* / Grd 81	\$33,750.91	\$38,737.92	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	460	Cadet* / Grd 80	Corrections Officer* / Grd 81	\$33,750.91	\$38,737.92	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	472	Corrections Officer* / Grd 81	Corrections Officer Sr* / Grd 83	\$38,737.92	\$42,107.10	Career Ladder. Peace Officer Pay Scale (POPS).
* Actual vs Authorized						

CAREER LADDERS – POPS						
Dept.	Slot	Current Position Title/Grade	New Position Title/Grade	Current Annual Salary	Proposed Annual Salary	Comments Current HRMD Practice
Sheriff	1104	Corrections Officer* / Grd 81	Corrections Officer Sr / Grd 83	\$38,737.92	\$42,107.10	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	1281	Cadet* / Grd 80	Corrections Officer* / Grd 81	\$33,750.91	\$38,737.92	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	1429	Cadet* / Grd 80	Corrections Officer* / Grd 81	\$33,750.91	\$38,737.92	Career Ladder. Peace Officer Pay Scale (POPS).
* Actual vs Authorized						

PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS				
Dept. (From)	Slot – Position Title – Grade – Salary	Dept. (To)	Slot – Position Title – Grade – Salary	Comments
Juvenile Court	Slot 53 / Juvenile Probation Ofcr III♦ / Grd 15 / \$38,180.32	Juvenile Court	Slot 190 / Juvenile Probation Ofcr III♦ / Grd 15 / \$38,180.32	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Juvenile Court	Slot 190 / Juvenile Probation Ofcr III♦ / Grd 15 / \$41,320.49	Juvenile Court	Slot 53 / Juvenile Probation Ofcr III♦ / Grd 15 / \$41,320.49	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Juvenile Court	Slot 196 / Juvenile Probation Ofcr III♦ / Grd 15 / \$39,923.44	Juvenile Court	Slot 72 / Juvenile Probation Ofcr III♦ / Grd 15 / \$39,923.44	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Juvenile Court	Slot 506 / Juvenile Probation Ofcr III♦ / Grd 15 / \$38,883.19	Juvenile Court	Slot 233 / Juvenile Probation Ofcr III♦ / Grd 15 / \$38,883.19	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Juvenile Court	Slot 118 / Administrative Asst II / Grd 13 / \$36,391.02	Juvenile Court	Slot 118 / Administrative Asst II / Grd 13 / \$38,210.57	Salary adjustment. Pay is between midpoint and max of pay grade.
Juvenile Court	Slot 508 / Administrative Asst II / Grd 13 / \$36,138.96	Juvenile Court	Slot 508 / Administrative Asst II / Grd 13 / \$39,390.92	Salary adjustment. Pay is between midpoint and max of pay grade.
* Actual vs Authorized ♦ FY 08 JA Project Pay Grade prior to 10/1/08 implementation				

PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS				
Dept. (From)	Slot – Position Title – Grade – Salary	Dept. (To)	Slot – Position Title – Grade – Salary	Comments
Sheriff	Slot 186 / Deputy Sheriff Sr Law Enfrmnt / Grd 74 / \$67,318.99	Sheriff	Slot 243 / Detective Law Enforcement / Grd 75 / \$79,292.93	Promotion. Peace Office Pay Scale (POPS).
Sheriff	Slot 450 / Cadet* / Grd 80 / \$33,750.91	Sheriff	Slot 1528 / Cadet* / Grd 80 / \$33,750.91	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Sheriff	Slot 475 / Cadet* / Grd 80 / \$33,750.91	Sheriff	Slot 592 / Deputy Sheriff Law Enforcement* / Grd 72 / \$45,485.02	Promotion. Peace Office Pay Scale (POPS).
Sheriff	Slot 1618 / Security Coord / Grd 12 / \$34,546.72	Sheriff	Slot 1522 / Cadet / Grd 80 / \$33,750.91	Promotion. Transition from Classified Pay Scale to Peace Officer Pay Scale (POPS) Step 1.
* Actual vs Authorized				

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



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

7

Approved by: _____

Cyd V. Grimes 12/2/08

Voting Session: Tuesday, December 9, 2008

REQUESTED ACTION: APPROVE TERMINATION OF CONTRACT NO. 05T002370J, THE CHAIR MAN, FOR FURNITURE CONTRACT.

Points of Contact:

Purchasing: Oralia Jones, 854-4204

Department: HRMD, John Brady, 854-9584, Dan Mansour, 854-9499, Linda Moore-Smith, HRMD Director, Alicia Perez, Executive Manager, 854-9342

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

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro and Jose Palacios

- **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 chairs under the furniture contract.

Contract No. 05T002370J was awarded to The Chair Man on May 10, 2005 for the purchase of furniture for Travis County departments. Due to the current and ongoing economic situation, the manufacturer, Merit Seating, Inc., represented by the Contractor will cease operations effective December 31, 2008. The Contractor will cease his business as of December 1, 2008. As a result, the County and Contractor agreed that termination is in the best interest of the County, and request Commissioners Court approval of modification no. 4 to terminate the contract.

Modification No. 3 was previously issued to extend the contract for an additional twelve (12) months, from June 25, 2008 through June 24, 2009. It was approved by the Purchasing Agent on June 23, 2008.

Modification No. 2 was previously issued to extend the contract for an additional twelve (12) months, from June 25, 2007 through June 24, 2008. It was approved by the Purchasing Agent on March 28, 2007.

Modification No. 1 was previously issued to extend the contract for an additional twelve (12) months, from June 25, 2006 through June 24, 2007. It was approved by the Purchasing Agent on March 28, 2006.

Last Updated 12-5-08 at 5:10pm

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:
November 25, 2008

ISSUED TO:
**THE CHAIR MAN
ATTN: MR. BILL BARKER
1623 PAYTON FALLS DRIVE
AUSTIN, TEXAS 78754**

MODIFICATION NO.:
4

EXECUTED DATE OF ORIGINAL CONTRACT:
May 10, 2005

ORIGINAL CONTRACT TERM DATES: June 25, 2005 through June 24, 2006 CURRENT CONTRACT TERM DATES: June 25, 2008 through June 24, 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.

Pursuant to the Terms and Conditions, Paragraph 35, entitled "Termination for Convenience", Contract 05T002370J is terminated effective December 2, 2008.

Note to Vendor:

[XX] 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: THE CHAIR MAN INC
BY: [Signature]
SIGNATURE
BY: BILL BARKER
PRINT NAME
TITLE: V.P.
ITS DULY AUTHORIZED AGENT

DBA
 CORPORATION
 OTHER

DATE:
11/29/08

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

DATE:
12/2/08

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

DATE:

THE CHAIR MAN, Inc.
P.O. Box 82801
Austin, Texas 78708-2801
(512) 415-9773

November 20, 2008

Ms. Oralia Jones
Travis County Purchasing Office
314 W. 11th, Room 400
Austin, Texas 78701

Dear Ms.Jones

Merit Seating, Inc. has informed us that due to the current and ongoing economic situation, they will cease operations effective December 31, 2008.

As a result of this development, we will no longer be able to provide office chairs under contract No. 05T002370J. We will accept orders through December 1, 2008. Those orders will be accepted and completed contingent on availability from Merit Seating, Inc.

It has been a pleasure doing business with Travis County for these many years.

Sincerely,



Bill Barker,
Vice-President
The Chair Man, Inc.

Last Updated 12-5-08 at 5:10pm

MERIT
Seating, Inc.

November 19, 2008

Mr. Bill Barker
The Chair Man, Inc.
PO Box 82801
Austin, TX 78708-2801

Dear Bill,

This is to inform you that Merit Seating, Inc will cease operations effective December 31, 2008. The current and ongoing economic situation has made this an unavoidable choice.

These past 14 years working with Barker Office Furniture and The Chair Man have been a great pleasure as a company and for me personally.

My best regards to the Barker family.

Sincerely,


James R. Beauchamp
VP-Sales

RECEIVED
TRAVIS COUNTY
2008 NOV 24 PM 1:27
PURCHASING
OFFICE



12-5-08 at 5:10pm

TRAVIS COUNTY PURCHASING OFFICE

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

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

8

Approved by: _____

Cyd V. Grimes 12/2/08

Voting Session: Tuesday, December 9, 2008

REQUESTED ACTION: APPROVE CONTRACT AWARD FOR IFB B090053-OJ, ARCHITECTURAL WOOD REFINISHING SERVICES, TO THE RESPONSIBLE LOW BIDDER, HARMONY CONSTRUCTION COMPANY. (FM)

Points of Contact:

Purchasing: Oralia Jones, 854-9700

Department: Amy Lambert, 854-6409; John Carr, 854-4772, Roger El Khoury, F.M. Director, 854-4579, Alicia Perez, Executive Manager, 854-9343

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 will provide architectural wood refinishing services for the Travis County courtrooms.

IFB B090053-OJ was issued October 27, 2008 on Bid Sync. On November 20, 2008, bids were opened. Purchasing received three (3) bids. Facilities Management recommends awarding to the low bidder, Harmony Construction Company, who is a HUB vendor.

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

Not applicable

➤ **Contract-Related Information:**

Award Amount: N/A

Contract Type: Estimated Requirements

Contract Period: December 9, 2008 through December 8, 2009



Solicitation-Related Information:

Solicitations Sent: 6

Responses Received: 3

HUB Information: 1

% HUB Subcontractor: N/A

➤ **Statutory Verification of Funding:**

* Purchase Requisition in HTE: #446109 (for the 1st courtroom job)

* Contract Verification Fund Forms: Verified _____ Not Verified _____ by Auditor

Funding Account: 001-1405-822-8102

Comments:

APPROVED ()

DISAPPROVED ()

BY COMMISSIONERS COURT ON:

DATE

COUNTY JUDGE

Note: Approval by Commissioners Court authorizes the Travis County Purchasing Agent to sign Purchase Orders.

FACILITIES MANAGEMENT DEPARTMENT

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



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

MEMORANDUM

FMD Project: SVCOT-28-09F-XM
File: 701

TO: Cyd Grimes, C.P.M., Purchasing Agent

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

FROM: John F. Carr, Administrative Director

DATE: November 24, 2008

SUBJECT: Architectural Wood Refinishing Services
Contract Award of IFB #B090053-OJ

Handwritten signatures of Roger A. El Khoury and John F. Carr.

Facilities Management Department (FMD) has completed the review of the three bid proposals for Architectural Wood Refinishing Services. FMD recommends award of the contract to the apparent overall low bidder, Harmony Construction Company. Funding for projects to be executed under this contract will be identified as the individual projects are authorized by the Commissioners Court. Funding for work currently authorized for architectural wood finishing services is available under account #001-1405-822-8102.

Please post this contract award for Commissioners Court approval on December 9, 2008. Please direct any questions to John Carr at 44772 or Amy Lambert at 46409. Your assistance in this request is greatly appreciated.

ATTACHMENT:

Bid Tabulation

COPY TO:

Amy Draper, CPA, Financial Manager, FMD
Amy Lambert, AIA, Project Manager
Lolly Jones, Purchasing Agent Assistant, Purchasing Office

Last Updated 12-5-08 at 5:10pm

PURCHASE REQUISITION NBR: 0000446109

REQUISITION BY: ANGELA DAVIS 854-9084

STATUS: AUDITOR APPROVAL
REASON: ROUTINE (FY08 TCCH IMPRVS) ATTN: O JONES

DATE: 7/28/08

SHIP TO LOCATION: FACILITIES MANAGEMENT

SUGGESTED VENDOR: TBD

DELIVER BY DATE: 12/19/08

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	HMSTCCH IMPROVEMENTS REFINISHING OF COURTROOM, RM.500 (JUDGE NARANJO) COMMODITY: BUILDING IMPROVEMENT SVCS SUBCOMMOD: FURNISHINGS:CABINETS ETC	26821.20	JOB	1.0000	26821.20	
REQUISITION TOTAL:					26821.20	

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	00114058228102	CAPITAL OUTLAY PURCHSD SERV-BLDG IMPROVM	100.00	26821.20
				26821.20

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

LEN LESLIE 260-2160/FAX 336-9562 QUOTE 4/9/08
8/4/08 RETURNED.GMC
9/4/08 RETURNED.GMC
11/21/08 CONTRACT REQ?EMD ANGELA.GMC
11/25/08 RETURNED.GMC

Bid #B090053-OJ - ARCHITECTURAL WOOD REFINISHING SERVICES

Creation Date **Oct 17, 2008**

End Date **Nov 20, 2008 10:00:00 AM CST**

Start Date **Oct 27, 2008 2:50:00 PM CDT**

Awarded Date **Not Yet Awarded**

B090053-OJ-1-01 Stationary Witness Stand					
Vendor	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Harmony Construction Co.	<input checked="" type="checkbox"/> First Offer - \$18.00	100 / linear foot	\$1,800.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Vendor Notes:		
Leonard W Leslie Corp DBA Furniture Medic	First Offer - \$70.00	100 / linear foot	\$7,000.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Vendor Notes: Price given based on \$20.00 per square foot, 42 inches high to obtain price of \$70.00 per linear foot.		
Aaron's Touch Up & Restoration	First Offer - \$95.00	100 / linear foot	\$9,500.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Vendor Notes:		

B090053-OJ-1-02 Stationary Judge's Bench, with shelf					
Vendor	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Harmony Construction Co.	<input checked="" type="checkbox"/> First Offer - \$24.00	100 / linear foot	\$2,400.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Vendor Notes:		
Leonard W Leslie Corp DBA Furniture Medic	First Offer - \$80.00	100 / linear foot	\$8,000.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Vendor Notes: Price given based on \$20.00 per square foot, 48 inches high to obtain price of \$80.00 per linear foot.		
Aaron's Touch Up & Restoration	First Offer - \$115.00	100 / linear foot	\$11,500.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Vendor Notes:		

B090053-OJ-1-03 Stationary Clerks Stand					
Vendor	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Harmony Construction Co.	<input checked="" type="checkbox"/> First Offer - \$18.00	100 / linear foot	\$1,800.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Vendor Notes:		
Leonard W Leslie Corp DBA Furniture Medic	First Offer - \$70.00	100 / linear foot	\$7,000.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Vendor Notes: Price given based on \$20.00 per square foot, 42 inches high to obtain price of \$70.00 per linear foot.		
Aaron's Touch Up & Restoration	First Offer - \$95.00	100 / linear foot	\$9,500.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Vendor Notes:		

B090053-OJ-1-04 Jury Box Partition Wall					
Vendor	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Harmony Construction Co.	<input checked="" type="checkbox"/> First Offer - \$14.00	100 / linear foot	\$1,400.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Vendor Notes:		
Leonard W Leslie Corp DBA Furniture Medic	First Offer - \$60.00	100 / linear foot	\$6,000.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Vendor Notes: Price given based on \$20.00 per square foot, partition wall 36 inches high to obtain linear foot price of \$60.00.		
Aaron's Touch Up & Restoration	First Offer - \$65.00	100 / linear foot	\$6,500.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Vendor Notes: \$150/linear ft for both sides.		

B090053-OJ-1-05 Screen wall					
Vendor	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Harmony Construction Co.	<input checked="" type="checkbox"/> First Offer - \$24.00	40 / linear foot	\$960.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Vendor Notes:		
Aaron's Touch Up & Restoration	First Offer - \$155.00	40 / linear foot	\$6,200.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Vendor Notes: this includes the window frames.		
Leonard W Leslie Corp DBA Furniture Medic	First Offer - \$160.00	40 / linear foot	\$6,400.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Vendor Notes: Price given based on 40 linear feet at 8 foot high @ \$20.00 per square foot (160.00 per linear foot).		

B090053-OJ-1-06 Architectural Wood Wainscot					
Vendor	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Harmony Construction Co.	<input checked="" type="checkbox"/> First Offer - \$16.00	300 / linear foot	\$4,800.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Vendor Notes:		
Aaron's Touch Up & Restoration	First Offer - \$50.00	300 / linear foot	\$15,000.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Vendor Notes: \$75/linear ft. for inlay wainscot		
Leonard W Leslie Corp DBA Furniture Medic	First Offer - \$75.00	300 / linear foot	\$22,500.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Vendor Notes: Price given is based on \$30.00 per square foot for wainscot that is 30 inches high. Please adjust for different heights of wainscot. Wainscot would be dismantled and brought to our shop for in shop refinishing. The process of refinishing wainscot takes too long to ensure the courtroom would be ready for court on Monday morning if the		

Travis County

work is done on site. We have done this work in this manner in the past and avoided disruption to the court.

B090053-OJ-1-07 Moveable Courtroom Bench					
Vendor	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Harmony Construction Co.	First Offer - \$150.00	60 / each	\$9,000.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Vendor Notes:		
Leonard W Leslie Corp DBA Furniture Medic	First Offer - \$600.00	60 / each	\$36,000.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Vendor Notes: Bid addendum states benches are 6 foot long. If longer assume \$100.00 per foot of length.		
Aaron's Touch Up & Restoration	First Offer - \$750.00	60 / each	\$45,000.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Vendor Notes:		

B090053-OJ-1-08 Moveable Counsel Table					
Vendor	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Harmony Construction Co.	First Offer - \$150.00	10 / each	\$1,500.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Vendor Notes:		
Aaron's Touch Up & Restoration	First Offer - \$550.00	10 / each	\$5,500.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Vendor Notes: \$250 for legs only		
Leonard W Leslie Corp DBA Furniture Medic	First Offer - \$750.00	10 / each	\$7,500.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Vendor Notes: We assume we will have to make new tops and then finish all to match. We do not have a source for rubber type laminate used on some of the courtroom tables.		

B090053-OJ-1-09 Door, 3' x 7'					
Vendor	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Harmony Construction Co.	First Offer - \$30.00	20 / each	\$600.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Vendor Notes:		
Leonard W Leslie Corp DBA Furniture Medic	First Offer - \$420.00	20 / each	\$8,400.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Vendor Notes: Based on 1 side as addendum states. Please double if both sides of the doors are refinished.		
Aaron's Touch Up & Restoration	First Offer - \$550.00	20 / each	\$11,000.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Vendor Notes: \$900 for both sides		

B090053-OJ-1-10 Moveable Counsel Table					
Vendor	Unit Price	Qty/Unit	Total Price	Attch.	Docs

Travis County

<u>Harmony Construction Co.</u>	<input checked="" type="checkbox"/> First Offer - \$125.00	10 / each	\$1,250.00		Y
Agency Product Code: Agency Notes:		Supplier Product Code: Vendor Notes:			
<u>Leonard W Leslie Corp DBA Furniture Medic</u>	First Offer - \$500.00	10 / each	\$5,000.00		Y
Agency Product Code: Agency Notes:		Supplier Product Code: Vendor Notes: We assume we will have to make new tops and finish all to match. We do not have a source for the rubber type laminate used on some of the courtroom tables.			
<u>Aaron's Touch Up & Restoration</u>	First Offer - \$550.00	10 / each	\$5,500.00		Y
Agency Product Code: Agency Notes:		Supplier Product Code: Vendor Notes:			

B090053-OJ-1-11 Hourly Labor Rate for Journeyman Refinisher					
Vendor	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>Harmony Construction Co.</u>	<input checked="" type="checkbox"/> First Offer - \$24.00	100 / hour	\$2,400.00		Y
Agency Product Code: Agency Notes:		Supplier Product Code: Vendor Notes:			
<u>Aaron's Touch Up & Restoration</u>	First Offer - \$125.00	100 / hour	\$12,500.00		Y
Agency Product Code: Agency Notes:		Supplier Product Code: Vendor Notes:			

B090053-OJ-1-12 Hourly Labor Rate for Refinisher's Helper					
Vendor	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>Harmony Construction Co.</u>	<input checked="" type="checkbox"/> First Offer - \$14.00	100 / hour	\$1,400.00		Y
Agency Product Code: Agency Notes:		Supplier Product Code: Vendor Notes:			
<u>Aaron's Touch Up & Restoration</u>	First Offer - \$90.00	100 / hour	\$9,000.00		Y
Agency Product Code: Agency Notes:		Supplier Product Code: Vendor Notes:			

B090053-OJ-1-13 Material Cost					
Vendor	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>Harmony Construction Co.</u>	<input checked="" type="checkbox"/> First Offer - \$0.00	10/ percentage	\$0.00		Y
Agency Product Code: Agency Notes:		Supplier Product Code: Vendor Notes:			
<u>Aaron's Touch Up & Restoration</u>	First Offer - \$3,000.00	1 / percentage	\$3,000.00		Y
Agency Product Code: Agency Notes:		Supplier Product Code: Vendor Notes: \$3000 per courtroom			

Vendor Totals

<u>Harmony Construction Co.</u>		\$29,310.00 (13/13 items)
Bld Contact	Melody Golmon <u>harmonycon@aol.com</u> Ph 512-312-2145	Address 5025 FM 2001, Suite E1 Buda, TX 78610
Qualifications	DBE HUB MBE SB TX WBE	
Agency Notes:	Vendor Notes:	

Travis County

<p><u>Aaron's Touch Up & Restoration</u></p>		<p>\$149,700.00 (13/13 items)</p>
<p>Bid Contact Chad Chandler chad@aaronstouchup.com Ph 214-647-1604 Fax 972-245-4508</p>	<p>Address 1510 Randolph St. #402 carrollton, TX 75006</p>	
<p>Bid Notes We can complete a room in 5-7 consecutive days. Ideally starting Thursday night and ending on Monday or Wednesday night. IE holiday weekends or Judges vacation. We have found on past projects that scheduling according to Judges vacations works best.</p>		
<p>Agency Notes:</p>	<p>Vendor Notes: We can complete a room in 5-7 consecutive days. Ideally starting Thursday night and ending on Monday or Wednesday night. IE holiday weekends or Judges vacation. We have found on past projects that scheduling according to Judges vacations works best.</p>	
<p><u>Leonard W Leslie Corp DBA Furniture Medic</u></p>		<p>\$113,800.00 (10/13 items)</p>
<p>Bid Contact Leonard W Leslie lwleslie@flash.net Ph 512-336-2436 Fax 512-336-9562</p>	<p>Address 600 S. Bell Blvd. Ste 209 Cedar Park, TX 78613</p>	
<p>Bid Notes Please note that we do not use oil based stains or lacquers for any on-site work and most of our shop work. The odor from using oil based products would be extremely strong, unpleasant, and would linger in the courtrooms/courthouse well into the days and possibly weeks following any week-ends we did refinishing work. We use all water based stains and lacquers which are environmentally friendly and low odor. They are also much better for health reasons.</p>		
<p>All work to be done on site with the exception of the wainscot. Please note wainscot bid for more information.</p>		
<p>Agency Notes:</p>	<p>Vendor Notes: Please note that we do not use oil based stains or lacquers for any on-site work and most of our shop work. The odor from using oil based products would be extremely strong, unpleasant, and would linger in the courtrooms/courthouse well into the days and possibly weeks following any week-ends we did refinishing work. We use all water based stains and lacquers which are environmentally friendly and low odor. They are also much better for health reasons.</p>	
<p>All work to be done on site with the exception of the wainscot. Please note wainscot bid for more information.</p>		

**All bids/proposals submitted for the designated project are reflected on this tabulation sheet. However, the listing of the bid/proposal on this tabulation sheet shall not be construed as a comment on the responsiveness of such bid/proposal or as any indication that the agency accepts such bid/proposal as being responsive. The agency will make a determination as to the responsiveness of the vendor responses submitted based upon compliance with all applicable laws, purchasing guidelines and project documents, including but not limited to the project specifications and contract documents. The agency will notify the successful vendor upon award of the contract and, as according to the law, all bid/proposal responses received will be available for inspection at that time.



TRAVIS COUNTY PURCHASING OFFICE

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

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

9

Approved by: _____

Cyd V. Grimes 12/3/08

Voting Session: Tuesday, December 9, 2008

REQUESTED ACTION: APPROVE A FIFTY (50) DAY EXTENSION (MODIFICATION NO. 2) TO CONTRACT NO. 07T001330J, NATIONWIDE RETIREMENT SOLUTIONS, FOR THE ADMINISTRATION OF THE 457 DEFERRED COMPENSATION PLAN FOR TRAVIS COUNTY EMPLOYEES. (HRMD)

Points of Contact:

Purchasing: Oralia Jones, 854-4204

Department: HRMD Norman McRee, 854-4821, Dan Mansour, 854-9499, Linda Moore-Smith, HRMD Director, Alicia Perez, Executive Manager, 854-9342

County Attorney (when applicable): Barbara Wilson, 954-9567

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro and Jose Palacios

Other:

RECEIVED
COUNTY JUDGE'S OFFICE
08 DEC -3 PM 1:35

➤ **Purchasing Recommendation and Comments:**

The contract provides the administration of the 457(b) Deferred Compensation Plan for Travis County employees. The Commissioners Court approved the contract on December 19, 2006.

The modification will extend the contract for the 457(b) Deferred Compensation Plan for Travis County employees with Nationwide Retirement Solutions, for fifty (50) days, through January 30, 2009. The extension is needed for the purpose of finalizing the transition period between Nationwide and Great West Retirement Services, the new provider. The contract extension is permitted pursuant to Paragraph 1.0, of the contract, entitled "Term of Agreement".

Modification No. 1 was previously issued to extend the contract for an additional twelve (12) months, from December 12, 2007 through December 11, 2008. It was approved by the Commissioners Court on November 27, 2007.

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

Not applicable

➤ **Contract Modification Information:**

Modification Amount: N/A

Modification Type: N/A

Modification Period: December 12, 2008 through January 30, 2009

➤ **Funding Information:**

Purchase Requisition in H.T.E.:

Funding Account(s):

Comments: This is funded by employee participation of the Plan

➤ **Statutory Verification of Funding:**

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



Human Resources Management Department

1010 Lavaca

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

November 26, 2008

TO: Lolly Jones, Purchasing Agent Assistant III
FROM: Dan Mansour, Risk Manager, HRMD/DGM
SUBJECT: Nationwide Retirement Solutions – 07T001330J
Deferred Compensation Administration – Group No. 643005

Please extend the Administrative Services Agreement with Nationwide Retirement Solution from December 12, 2008 through January 31, 2009.

There are no County funds involved with this contract extension.

If you have any questions please call me at X49499.

Cc: Alicia Perez, Executive Manager, Administrative Operations
Linda Moore Smith, Director, HRMD

MODIFICATION OF CONTRACT NUMBER: 07T001330J, 457 Deferred Comp Plan PAGE 1 OF 1 PAGE

Last Updated 12-5-08 at 5:10pm

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: November 26, 2008
ISSUED TO: Nationwide Retirement Solutions Attn: Matt Riebel, President 5900 Parkwood Place, PW-01-16 Dublin, Ohio 43026	MODIFICATION NO.: 2	EXECUTED DATE OF ORIGINAL CONTRACT: December 12, 2006
ORIGINAL CONTRACT TERM DATES: <u>12/12/06 through 12/11/07</u>		CURRENT CONTRACT TERM DATES: <u>12/12/08 through 1/30/09</u>

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.

Recitals

On December 19, 2006, Commissioners Court ordered this contract exempt from the County Purchasing Act as professional services. In November, 2007, this contract was extended for one additional year. To facilitate the transition of this contract, both Nationwide Retirement Solutions and Travis County are agreeable to extending this contract until January 30, 2009.

Agreement

1. Pursuant to 10.1 of the Contract, Travis County and Nationwide Retirement Solutions extend this contract until January 30, 2009.
2. Pursuant to 10.1 of the Contract, Travis County and Nationwide Retirement Solutions shall apply the procedures described in Attachment A to the distribution and transfer of funds in the Nationwide Fixed Account during the 60 month payout. These provision survives the termination of this contract as long as Nationwide Retirement Solutions has possession of any portion of the funds in the Travis County Texas 457(b) Deferred Compensation Plan
3. County and Contractor incorporate the Contract as amended in Modification 1 into this modification. Except for the changes made in this Modification One, County and Contractor hereby ratify all of the terms and conditions of the contract.

Note to Vendor:

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

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

COPY



TRAVIS COUNTY PURCHASING OFFICE

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

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

10

Approved by: _____

Cyd V. Grimes 12/2/08

Voting Session: Tuesday, December 9, 2008

REQUESTED ACTION: APPROVE MODIFICATION NO. 1, ASSIGNMENT OF CONTRACT NO. 08T00236LD FROM ACCENT FOOD SERVICES TO ACCENT FOOD SERVICES, LLC. (FM).

Points of Contact:

Purchasing: Loren Breland, 854-4854

Department: FM, Alicia Perez, Executive Manager, Roger A. El Khoury, P.E., John Carr, Rony Aouad 854-9661

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 revenue generating contract provides cafeteria and vending services.

This modification will transfer all rights, title and interest in Contract Number 08T00236LD from Accent Food Services to Accent Food Services, LLC.

Contract Expenditures: Within the last 12 months \$0.00 has been spent against these contracts.

Not applicable

MODIFICATION OF CONTRACT NUMBER: 08T00236LD, Cafeteria and Vending Services

Last Updated 12-5-08 at 5:10pm

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: Loren Breland TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: November 18, 2008
---	---	---

ISSUED TO: Accent Food Services P. O. Box 81515 Austin, TX 78744 Attn: Kendall Smith	MODIFICATION NO.: 1	EXECUTED DATE OF ORIGINAL CONTRACT: October 28, 2008
--	----------------------------	---

ORIGINAL CONTRACT TERM DATES: November 1, 2008 – October 31, 2009 CURRENT CONTRACT TERM DATES: November 1, 2008 – October 31, 2009

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.

The above referenced contract is hereby modified to reflect the following changes:

- 1) Effective December 2, 2008, the Contractor's name on Contract No. 08T00236LD is changed as follows:

From: Accent Food Services
P. O Box 81515
Austin, TX 78744
EIN #20-4824137
Kendra R Smith
Signature
Kendall R Smith
Printed Name

To: Accent Food Services, LLC
P. O Box 81515
Austin, TX 78744
EIN #26-3717617
Thomas L Hawkins
Signature
Thomas L. Hawkins
Printed Name

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>Accent Food Services</u>	<input checked="" type="checkbox"/> DBA <input type="checkbox"/> CORPORATION <input type="checkbox"/> OTHER
BY: <u>Kendall R Smith</u> SIGNATURE	DATE: 11/24/08
BY: <u>Kendall R Smith</u> PRINT NAME	
TITLE: <u>Vice President</u> ITS DULY AUTHORIZED AGENT	

TRAVIS COUNTY, TEXAS	DATE:
BY: <u>Cyd V. Grimes</u> CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	12/2/08

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

ASSIGNMENT OF CONTRACT

The parties to this Assignment of Contract (this "Assignment") are Accent Food Services, a corporation duly authorized and operating under the laws of the State of Texas ("Assignor"), and Accent Food Services, LLC a corporation duly authorized and operating under the laws of the State of Texas ("Assignee").

RECITALS:

- A. Travis County and Accent Food Services entered into a written Contract for the provision of Cafeteria and Vending Services (Contract No. 08T00236LD) on October 28, 2008, which is hereby incorporated by reference herein for all purposes as if fully copied and set forth herein at length, (the "Contract"); and
- B. Assignor desires by this Assignment to assign all of its right, title and interest in and to the Contract to Assignee subject to the terms of the Contract and this Assignment.

TERMS:

In consideration of the mutual agreements set forth in this Assignment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. Assignor assigns, transfers and conveys to Assignee all of its right, title and interest in and to the Contract effective as December 2, 2008 (the "Effective Date of Assignment").
- 2. Assignee accepts such assignment, and assumes and is bound by and shall perform all terms, conditions, covenants, obligations, and duties of Assignor under the Contract as of the Effective Date of Assignment.
- 3. Assignor and Assignee acknowledge that nothing in this Assignment waives or modifies any of the provisions of the Contract.
- 4. The provisions of this Assignment are binding on and inure to the benefit of the heirs, representatives, successors and assigns of the parties.
- 5. This Assignment shall be construed and enforced in accordance with the laws of the State of Texas. Venue for any action arising hereunder or connected herewith shall lie exclusively in Travis County, Texas.
- 6. All references in this Assignment to the Contract encompass the original Contract, No 08T0236LD.

ACCENT FOOD SERVICES

By: Kendall R Smith

Printed Name: Kendall R Smith

Title & Date: Vice President 11/24/08

Attest: _____

Date: _____

ACCENT FOOD SERVICES, LLC

By: Thomas L Hawkins

Printed Name: Thomas L. Hawkins

Title & Date: CEO 11/24/2008

Attest: _____

Date: _____

By its signature below, Travis County signifies its consent to and approval of this Assignment from Accent Food Services to Accent Food Services, LLC

TRAVIS COUNTY, TEXAS

By: _____

Samuel T. Biscoe
Travis County Judge

Date: _____



TRAVIS COUNTY PURCHASING OFFICE

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

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

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Approved by: _____

Cyd V. Grimes 12/2/08 MB

Voting Session: Tuesday, December 9, 2008

REQUESTED ACTION: APPROVE CONTRACT AWARD FOR PAINTING SERVICES, IFB B090036-JT, TO THE FOLLOWING LOW, RESPONSIVE BIDDERS:

1. HARMONY CONSTRUCTION COMPANY (PRIMARY CONTRACTOR)
2. GG'S CONSTRUCTION (SECONDARY CONTRACTOR).

Points of Contact:

Purchasing: Jorge Talavera

Department: Facilities Management, Roger A. El Khoury, M.S., P.E., Director; John Carr, Administrative Director; Rony Aouad, Service Contract Manager

County Attorney (when applicable): John Hille

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro and Jose Palacios

Other: Alicia Perez, Executive Manager, Administrative Operations

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

IFB B090036-JT was issued on October 22, 2008, for Painting Services. This contract requires the contractor to provide all labor and materials necessary to provide Painting Services for the County on an as needed basis. A total of twenty-six (26) vendors were solicited, with two (2) bids received on November 13, 2008.

Per Part V – Special Provisions, Paragraph 3.0, Method of Award, the County may award multiple contracts for these requirements. To ensure that Painting Services may be obtained in the event of an emergency or other situation preventing the primary contractor from responding or performing, FM recommends that a primary and a secondary contract be awarded. This will allow for an immediate response for the performance of required services in the necessary time frame.

The Purchasing Office concurs with the recommendation from FM to award contracts to the two low, responsive bidders, Harmony Construction and GG's Construction. As a matter of interest to the Court, both recommended contractors are Historically Underutilized Businesses (HUBs).

➤ **Contract Expenditures:** Within the last 12 months \$168,090.70 has been spent against this requirement.

➤ **Contract-Related Information:**

Award Amount: N/A - As Needed Basis
Contract Type: Construction
Contract Period: December 15, 2008 through December 14, 2009

➤ **Solicitation-Related Information:**

Solicitations Sent: 26 Responses Received: 2
HUB Information: Contractors are HUBs % HUB Subcontractor: 100

➤ **Special Contract Considerations:**

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

➤ **Funding Information:**

- Purchase Requisition in H.T.E.:
- Funding Account(s): 001-1415-525-5004
- Comments: Contracts on an as needed basis. No requisition required at this time. Requisitions will be entered when service is needed.

➤ **Statutory Verification of Funding:**

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

APPROVED () DISAPPROVED ()

BY COMMISSIONERS COURT ON

DATE

COUNTY JUDGE

Note: Approval by Commissioners Court authorizes the Travis County Purchasing Agent to sign Purchase Orders.



Fargel
11-26-08
[Signature]

FACILITIES MANAGEMENT DEPARTMENT

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

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

MEMORANDUM

FMD Project: SVCOT-20-08F-XM

File: 102

TO: Cyd Grimes, C.P.M., Purchasing Agent

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

FROM: John F. Carr, Administrative Director

DATE: November 25, 2008

SUBJECT: Painting Services
Contract Award of IFB #B090036-JT

Roger El Khoury
John F. Carr

Facilities Management Department (FMD) has completed the review of the two bids received for Painting Services. Both bidders appear to be responsive. FMD recommends award of two contracts for Painting Services. FMD recommends award of the primary contract to Harmony Construction, the apparent low bidder and a secondary contract to GG's Construction, the next low bidder. Both of the recommended firms are HUBs. Funding for painting services is included under account number 001-1415-525-5004. Please direct any questions on this request to Rony Aouad at 44781. Your assistance in this request is greatly appreciated.

ATTACHMENT:

Bid Tabulation

COPY TO:

Lloyd Evans, Maintenance Division Director, FMD
Amy Draper, CPA, Financial Manager, FMD
Jorge Talavera, Purchasing Agent Assistant, Purchasing Office

RECEIVED
TRAVIS COUNTY
2008 NOV 26 AM 9:30
PURCHASING
OFFICE

IFB..... 0090036-JT
 COMMODITY..... Painting Services
 USING DEPT..... Facilities Management
 BIDS SOLICITED..... 26
 BIDS RECEIVED..... 2
 HUBS SOLICITED..... 10
 HUBS RECEIVED..... 2
 BID EXP DATE..... February 11, 2009

M/E/W/B/E
 1. Yes
 2. Yes

BIDDER:
 GG's Construction
 Harmony Construction

LOCATION:
 Austin, Texas
 Cedar Creek, Texas

ITEM NO.	DESCRIPTION	QTY	UNIT	GG's Construction		Harmony Construction	
				BIDDER #1 UNIT PRICE	EXTENSION	BIDDER #2 UNIT PRICE	EXTENSION
GROUP "A" INTERIOR PAINTING SUPPLIES/SERVICES							
PAINT SURFACE AREA:							
1	Textured Drywall Substrate (Latex)						
A	Under 12 Ft in Height	1000	SF	\$0.50	\$500.00	\$0.58	\$580.00
B	Over 12 Ft in Height	1000	SF	\$0.52	\$520.00	\$0.50	\$500.00
2	Concrete Substrate						
A	Under 12 Ft in Height	1000	SF	\$0.41	\$410.00	\$0.48	\$480.00
B	Over 12 Ft in Height	1000	SF	\$0.46	\$460.00	\$0.38	\$380.00
3	Masonry Substrate						
A	Under 12 Ft in Height	1000	SF	\$0.41	\$410.00	\$0.40	\$400.00
B	Over 12 Ft in Height	1000	SF	\$0.46	\$460.00	\$0.38	\$380.00
4	Wood Substrate						
A	Under 12 Ft in Height	1000	SF	\$0.31	\$310.00	\$0.38	\$380.00
B	Over 12 Ft in Height	1000	SF	\$0.41	\$410.00	\$0.28	\$280.00
PAINT TRIM:							
5	Wood Trim Surface (Latex)						
A	Trim Under 12 Ft in Height	1000	LF	\$0.80	\$800.00	\$0.80	\$800.00
B	Trim Over 12 Ft in Height	1000	LF	\$0.82	\$820.00	\$0.73	\$730.00
6	Metal Trim Surface (Enamel)						
A	Trim Under 12 Ft in Height	1000	LF	\$0.72	\$720.00	\$0.70	\$700.00
B	Trim Over 12 Ft in Height	1000	LF	\$0.74	\$740.00	\$0.65	\$650.00
7	Doors, Flush, Both Sides, Include, Frame & Trim:						
A	Wood Door (Latex)	100	EA	\$13.40	\$1,340.00	\$12.00	\$1,200.00
B	Wood Door (Stain)	100	EA	\$14.40	\$1,440.00	\$10.00	\$1,000.00
C	Metal Door (Enamel)	100	EA	\$18.50	\$1,850.00	\$21.00	\$2,100.00
Estimated Total Amount: (Items 1 through 7 inclusive)					\$11,190.00		\$10,580.00

ITEM NO.	DESCRIPTION	QTY	UNIT	GG's Construction		Harmony Construction	
				BIDDER #1 UNIT PRICE	EXTENSION	BIDDER #2 UNIT PRICE	EXTENSION
GROUP "B" EXTERIOR PAINTING SUPPLIES/SERVICES							
PAINT SURFACE AREA:							
1	Stucco Substrate (Exterior Latex)						
A	Under 12 Ft in Height	1000	SF	\$0.37	\$370.00	\$0.36	\$360.00
B	Over 12 Ft in Height	1000	SF	\$0.39	\$390.00	\$0.36	\$360.00
2	Concrete Substrate (Exterior Latex)						
A	Under 12 Ft in Height	1000	SF	\$0.39	\$390.00	\$0.45	\$450.00
B	Over 12 Ft in Height	1000	SF	\$0.42	\$420.00	\$0.40	\$400.00
3	Masonry Substrate (Exterior Latex)						
A	Under 12 Ft in Height	1000	SF	\$0.39	\$390.00	\$0.45	\$450.00
B	Over 12 Ft in Height	1000	SF	\$0.42	\$420.00	\$0.40	\$400.00
4	4. Wood Substrate (Exterior Gloss Latex)						
A	Under 12 Ft in Height	1000	SF	\$0.39	\$390.00	\$0.45	\$450.00
B	Over 12 Ft in Height	1000	SF	\$0.41	\$410.00	\$0.38	\$380.00
5	5. Metal Substrate (Acrylic Latex)						
A	Under 12 Ft in Height	1000	SF	\$0.36	\$360.00	\$0.45	\$450.00
B	Over 12 Ft in Height	1000	SF	\$0.41	\$410.00	\$0.35	\$350.00
PAINT TRIM:							
6	Wood Trim Surface (Exterior Gloss Latex)						
A	Trim Under 12 Ft in Height	1000	LF	\$0.84	\$840.00	\$0.92	\$920.00
B	Trim Over 12 Ft in Height	1000	LF	\$0.91	\$910.00	\$0.82	\$820.00
7	Metal Trim Surface (Acrylic Gloss Latex)						
A	Trim Under 12 Ft in Height	1000	LF	\$0.72	\$720.00	\$0.73	\$750.00
B	Trim Over 12 Ft in Height	1000	LF	\$0.74	\$740.00	\$0.65	\$650.00
8	Doors, Flush, Both Sides, Include, Frame & Trim						
A	Wood Door (Exterior Gloss Latex)	100	EA	\$13.00	\$1,300.00	\$12.00	\$1,200.00
B	Wood Door (Exterior Stain Latex)	100	EA	\$13.50	\$1,350.00	\$10.00	\$1,000.00
C	Metal Door (Acrylic Latex)	100	EA	\$14.50	\$1,450.00	\$15.00	\$1,500.00
9	Fascia Trim (Exterior Latex)						
A	1" x 4" Fascia	1000	LF	\$0.93	\$930.00	\$0.95	\$950.00
B	1" x 6" to 1" x 10" Fascia	1000	LF	\$0.98	\$980.00	\$0.90	\$900.00
C	1" x 12" Fascia	1000	LF	\$1.02	\$1,020.00	\$0.80	\$800.00
D	Molding up to 14" Wide	1000	LF	\$0.90	\$900.00	\$0.75	\$750.00
Estimated Total Amount: (Items 1 through 9 inclusive)					\$15,090.00		\$14,290.00

GROUP "C" PAINTING SUPPLIES/SERVICES							
1	Hourly Labor Rate for Journeyman Painter						
	Straight Time	100	Hours	\$20.00	\$2,000.00	\$24.75	\$2,475.00
2	Hourly Labor Rate for Painters Helper						
	Straight Time	100	Hours	\$15.00	\$1,500.00	\$14.00	\$1,400.00
3	Material Cost			10%		10%	
4	Reimbursable Item Markup			3%		3%	
TOTAL					\$3,500.00		\$3,875.00

Reviewed and Acknowledged By:

SIGNATURE	PRINT NAME	DATE
	Jorge Talavera	11/13/2008

TRANS COUNTY
 Account Balance Inquiry

Fiscal Year	2009
Account number	1-1415-525.50-04
Fund	001 GENERAL FUND
Department	14 FACILITIES MANAGEMENT
Division	15 BUILDING MAINTENANCE
Basic activity	52 GENERAL GOVERNMENT
Sub activity	5 FACILITIES
Element	50 REPR & MING SVCS PURCH
Object	04 REPRS BLDG STRUCT & EQUIP
Budget	738,080
Encumbered amount	138,895.63
Pre-encumbered amount	2,362.25
Expenditures	57,886.48
Total expenditures	199,144.36
Balance	538,935.64

Press Enter to continue.

F3=Exit F12=Cancel



Printed 12-5-08 at 5:10pm

TRAVIS COUNTY PURCHASING OFFICE
314 W. 11TH STREET, ROOM 400
AUSTIN, TX 78701

PART I
INVITATION FOR BIDS (IFB)
(FORMAL)

IFB NO: B090036-JT	DATE ISSUED: October 22, 2008	BUYER: Jorge Talavera	TEL: (512) 854-9762
ITEM/SERVICES: Painting Services		DEPARTMENT: Facilities Management	

Sealed bids, subject to the Terms and Conditions of the Invitation for Bids (IFB) and the accompanying Schedule, such other contract provisions, specifications, drawings or other data as are attached or incorporated by reference in the Schedule, will be received at the Office of Purchasing Agent, as shown above, before **2:00 p.m.** Central Time on **November 13, 2008**. Bids will be publicly opened in Commissioners Court, or other place designated after **2:00 p.m.** on the date set for submission for bids. Bids received after the time and date set for submission above will be returned unopened.

SEE PART III FOR SCHEDULE OF ITEMS, ENTER PRICES THERE.

BIDDER MUST SUBMIT THREE (3) COMPLETE BID SETS.

NOTICE: BIDDER MUST EXECUTE ETHICS AFFIDAVIT (ATTACHMENTS 1 AND 2) AS A CONDITION FOR CONSIDERATION OF THIS BID.

BONDS REQUIRED: YES NO (SEE PART V-SPECIAL PROVISIONS, PARAGRAPH 18.0, PAGE 45 OF 55 PAGES)

AN OPTIONAL PRE-BID CONFERENCE WILL BE HELD ON OCTOBER 29, 2008 @ 10:00 A.M., REFER TO PART V - SPECIAL PROVISIONS, PARAGRAPH 12.0, PAGE 43 OF 55 PAGES.

PLEASE MARK YOUR BID ENVELOPE:

Bidder Name and Address:
IFB No.: **B090036-JT**
Bidding On: **Painting Services**
Opening Date: **November 13, 2008 @ 2:00 p.m.**

SEND BID ENVELOPE TO:

Cyd Grimes, C.P.M.
Travis County Purchasing Office
314 W. 11th Street, Room 400
Austin, Texas 78701

In compliance with the above, the undersigned offers and agrees to furnish any or all of the items of services enumerated and upon which prices are bid at the unit price set opposite each item delivered at the designated point(s) within the time specified.

NAME AND ADDRESS OF BIDDER: <i>Harmony Construction Co, 5025 FM 2001, Suite E1 Buda, Tx 78610</i>	SIGNATURE OF PERSON AUTHORIZED TO SIGN BID: <i>Melody Golman</i>	DATE OF BID: <i>Nov. 13, 2008</i>
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BIDDER TO INDICATE STATUS AS TO: "PARTNERSHIP", "CORPORATION," "SOLE PROPRIETORSHIP", ETC. <i>Corporation State of Texas</i>	TYPE OR PRINT: SIGNER'S NAME: <i>Melody Golman</i> TITLE: <i>President</i> PHONE: <i>512-312-2145</i> FAX NUMBER: <i>877-572-9837</i>
--	---

SUBMIT BIDS IN TRIPLICATE

PART III - SCHEDULE OF ITEMS

Bidder agrees to provide Travis County's requirements for Painting Services in accordance with the specifications, terms and conditions of this Invitation for Bid at the below bid prices.

Bidders are to submit their bid for firm, fixed prices based upon measure of Square Footage, Linear Footage, Each and Hourly fee for required Painting Services for Countywide facilities. Estimated quantities are for purpose of comparing bids and do not indicate actual contract amounts. Bidder must bid on all items in order to be considered responsive to this IFB.

ITEM NO	DESCRIPTION	UNIT	ESTIMATED QUANTITIES	UNIT PRICE	ESTIMATED TOTAL PRICE
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GROUP "A" INTERIOR PAINTING SUPPLIES/SERVICES

PAINT SURFACE AREA: (Including average (see Note) level of surface preparation, all materials and labor. Labor cost includes protection of adjacent items not painted. Typical Paint Job will be at a minimum of 1000 Square Feet of surfaces previously painted, e.g., not new construction).

1. Textured Drywall Substrate (Latex)

A. Under 12 Ft in Height	SF	1000	\$ <u>.58</u>	\$ <u>580.00</u>
B. Over 12 Ft in Height	SF	1000	\$ <u>.50</u>	\$ <u>500.00</u>

2. Concrete Substrate

A. Under 12 Ft in Height	SF	1000	\$ <u>.48</u>	\$ <u>480.00</u>
B. Over 12 Ft in Height	SF	1000	\$ <u>.38</u>	\$ <u>380.00</u>

3. Masonry Substrate

A. Under 12 Ft in Height	SF	1000	\$ <u>.40</u>	\$ <u>400.00</u>
B. Over 12 Ft in Height	SF	1000	\$ <u>.38</u>	\$ <u>380.00</u>

4. Wood Substrate

A. Under 12 Ft in Height	SF	1000	\$ <u>.38</u>	\$ <u>380.00</u>
B. Over 12 Ft in Height	SF	1000	\$ <u>.28</u>	\$ <u>280.00</u>

TRAVIS COUNTY RESERVES THE RIGHT TO AWARD ON AN "ALL OR NONE" OR "GROUP" BASIS.

PART III - SCHEDULE OF ITEMS - continued

ITEM NO	DESCRIPTION	UNIT	ESTIMATED QUANTITIES	UNIT PRICE	ESTIMATED TOTAL PRICE
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GROUP "A" INTERIOR PAINTING SUPPLIES/SERVICES (cont.)**PAINT TRIM: (Door Frames, Window Frames, Handrails, Chair Rails, Base & Cove Molding)****5. Wood Trim Surface (Latex)**

A. Trim Under 12 Ft in Height	LF	1000	\$ <u>.80</u>	\$ <u>800.00</u>
B. Trim Over 12 Ft in Height	LF	1000	\$ <u>.75</u>	\$ <u>750.00</u>

6. Metal Trim Surface (Enamel)

A. Trim Under 12 Ft in Height	LF	1000	\$ <u>.70</u>	\$ <u>700.00</u>
B. Trim Over 12 Ft in Height	LF	1000	\$ <u>.65</u>	\$ <u>650.00</u>

7. Doors, Flush, Both Sides, Include, Frame & Trim:

A. Wood Door (Latex)	Ea.	100	\$ <u>12.00</u>	\$ <u>1,200.00</u>
B. Wood Door (Stain)	Ea.	100	\$ <u>10.00</u>	\$ <u>1,000.00</u>
C. Metal Door (Enamel)	Ea.	100	\$ <u>21.00</u>	\$ <u>2,100.00</u>

Estimated Total Amount: \$ 10,580.00
(Items 1 through 7 inclusive)

NOTE: Estimated unit prices included in bid should assume an average level of surface preparation required for repainting and repairing existing substrates. See Part IV-Specifications, Paragraph 5.0 PAINTING for details on surface preparation and paint coverage required. In all cases, contractor will meet or exceed manufacturer's surface preparation requirements. Unusual surface preparation required as a result of an unusual level of deterioration of the substrate will be reimbursed on an hourly basis using rates awarded under group "C". Work for painting new, unprepared and unprimed surfaces will be reimbursed on the unit price basis under group "B" or the hourly basis awarded under group "C" as appropriate.

TRAVIS COUNTY RESERVES THE RIGHT TO AWARD ON AN "ALL OR NONE" OR "GROUP" BASIS.

PART III - SCHEDULE OF ITEMS - continued

ITEM NO	DESCRIPTION	UNIT	ESTIMATED QUANTITIES	UNIT PRICE	ESTIMATED TOTAL PRICE
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GROUP "B" EXTERIOR PAINTING SUPPLIES/SERVICES

PAINT SURFACE AREA: (Including average (see Note) level of surface preparation, all materials and labor. Labor cost includes protection of adjacent items not painted. Typical Paint Job will be at a minimum of 1000 Square Feet).

1. Stucco Substrate (Exterior Latex)

A. Under 12 Ft in Height	SF	1000	\$ <u>.36</u>	\$ <u>360.00</u>
B. Over 12 Ft in Height	SF	1000	\$ <u>.36</u>	\$ <u>360.00</u>

2. Concrete Substrate (Exterior Latex)

A. Under 12 Ft in Height	SF	1000	\$ <u>.45</u>	\$ <u>450.00</u>
B. Over 12 Ft in Height	SF	1000	\$ <u>.40</u>	\$ <u>400.00</u>

3. Masonry Substrate (Exterior Latex)

A. Under 12 Ft in Height	SF	1000	\$ <u>.45</u>	\$ <u>450.00</u>
B. Over 12 Ft in Height	SF	1000	\$ <u>.40</u>	\$ <u>400.00</u>

4. Wood Substrate (Exterior Gloss Latex)

A. Under 12 Ft in Height	SF	1000	\$ <u>.45</u>	\$ <u>450.00</u>
B. Over 12 Ft in Height	SF	1000	\$ <u>.38</u>	\$ <u>380.00</u>

5. Metal Substrate (Acrylic Latex)

A. Under 12 Ft in Height	SF	1000	\$ <u>.45</u>	\$ <u>450.00</u>
B. Over 12 Ft in Height	SF	1000	\$ <u>.35</u>	\$ <u>350.00</u>

PAINT TRIM: (Doors, Door Frames, Window Frames, Hand Rails, Fascia, Molding)**6. Wood Trim Surface (Exterior Gloss Latex)**

A. Trim Under 12 Ft in Height	LF	1000	\$ <u>.92</u>	\$ <u>920.00</u>
B. Trim Over 12 Ft in Height	LF	1000	\$ <u>.82</u>	\$ <u>820.00</u>

TRAVIS COUNTY RESERVES THE RIGHT TO AWARD ON AN "ALL OR NONE" OR "GROUP" BASIS.

PART III - SCHEDULE OF ITEMS - continued

ITEM NO	DESCRIPTION:	UNIT	ESTIMATED QUANTITIES	UNIT PRICE	ESTIMATED TOTAL PRICE
GROUP "B" EXTERIOR PAINTING SUPPLIES/SERVICES (cont.)					
7. Metal Trim Surface (Acrylic Gloss Latex)					
A.	Trim Under 12 Ft in Height	LF	1000	\$ <u>.75</u>	\$ <u>750.00</u>
B.	Trim Over 12 Ft in Height	LF	1000	\$ <u>.65</u>	\$ <u>650.00</u>
8. Doors, Flush, Both Sides, Include, Frame & Trim					
A.	Wood Door (Exterior Gloss Latex)	EA	100	\$ <u>12.00</u>	\$ <u>1200.00</u>
B.	Wood Door (Exterior Stain Latex)	EA	100	\$ <u>10.00</u>	\$ <u>1000.00</u>
C.	Metal Door (Acrylic Latex)	EA	100	\$ <u>15.00</u>	\$ <u>1500.00</u>
9. Fascia Trim (Exterior Latex)					
A.	1" x 4" Fascia	LF	1000	\$ <u>.95</u>	\$ <u>950.00</u>
B.	1" x 6" to 1" x 10" Fascia	LF	1000	\$ <u>.90</u>	\$ <u>900.00</u>
C.	1" x 12" Fascia	LF	1000	\$ <u>.80</u>	\$ <u>800.00</u>
D.	Molding up to 14" Wide	LF	1000	\$ <u>.75</u>	\$ <u>750.00</u>

Estimated Total Amount: \$ 14,290.00
(Items 1 through 9 inclusive)

NOTE: Estimated unit prices included in bid should assume an average level of surface preparation required for repainting and repairing existing substrates. See Part IV-Specifications, Paragraph 5.0 PAINTING for details on surface preparation and paint coverage required. In all cases, contractor will meet or exceed manufacturer's surface preparation requirements. Unusual service preparation required as a result of an unusual level of deterioration of the substrate will be reimbursed on an hourly basis using rates awarded under group "C". All work for painting new, unprepared and unprimed surfaces will be reimbursed on the hourly basis awarded under group "C".

TRAVIS COUNTY RESERVES THE RIGHT TO AWARD ON AN "ALL OR NONE" OR "GROUP" BASIS.

PART III - SCHEDULE OF ITEMS - continued

ITEM NO	DESCRIPTION	UNIT	ESTIMATED QUANTITIES	UNIT PRICE	ESTIMATED TOTAL PRICE
GROUP "C" PAINTING SUPPLIES/SERVICES					
1.	Hourly Labor Rate for Journeyman Painter (See Note 1)				
	Straight Time	Hours	100	\$ <u>24.75</u>	\$ <u>2,475.00</u>
2.	Hourly Labor Rate for Painters Helper				
	Straight Time	Hours	100	\$ <u>14.00</u>	\$ <u>1,400.00</u>
3.	Material Cost (See Note 2) (Bidder's cost plus/minus a percentage)			<u>+ 10</u> %	
4.	Reimbursable Item Markup (not to exceed 3%, handling charge for permits, fees and inspections)				<u>3</u> %

NOTE 1: Hourly pricing will be used on individual purchase orders for those jobs that cannot be estimated using other established methods. Details on how scopes for individual purchase orders will be determined is included in Part IV- Specifications, Paragraph 5.0 PAINING. Briefly, hourly pricing will be appropriate and used for surfaces such as mechanical equipment (pumps, motors, hvac units, electrical devices, etc.), furniture, cabinetry, courtroom furnishings, benches, railings and platforms. Hourly rates will also be used to reimburse an unusual level of surface preparation for painting. Number of hours to be paid will be authorized on the individual purchase order for each job based on contractor's estimated hours required and approved by Facilities Management on the purchase order.

NOTE 2: Material cost for hourly rate/hourly performed work should reflect the bidders offer for percentage markup over his/her cost (based on contractor's actual costs as documented by his/her material invoices). Bidders should indicate their percentage markup or discount for materials provided. This does not include materials required for surface preparation, or painting or drywall materials reimbursed on a square footage, linear footage or each basis (bidders should include these material costs in their square footage, linear footage and each bid prices).

NOTE 3: Except for those work tasks outlined above, all painting services will be reimbursed based on the square/linear footage or each rates. Hourly rates and material reimbursements included in group "C" will only be used for those cases not falling into group "A" OR "B".

TRAVIS COUNTY RESERVES THE RIGHT TO AWARD ON AN "ALL OR NONE" OR "GROUP" BASIS.



TRAVIS COUNTY PURCHASING OFFICE
 314 W. 11TH STREET, ROOM 400
 AUSTIN, TX 78701
 PART I
 INVITATION FOR BIDS (IFB)
 (FORMAL)

IFB NO: B090036-JT	DATE ISSUED: October 22, 2008	BUYER: Jorge Talavera	TEL.: (512) 854-9762
ITEM/SERVICES: Painting Services		DEPARTMENT: Facilities Management	

Sealed bids, subject to the Terms and Conditions of the Invitation for Bids (IFB) and the accompanying Schedule, such other contract provisions, specifications, drawings or other data as are attached or incorporated by reference in the Schedule, will be received at the Office of Purchasing Agent, as shown above, before **2:00 p.m.** Central Time on **November 13, 2008**. Bids will be publicly opened in Commissioners Court, or other place designated after **2:00 p.m.** on the date set for submission for bids. Bids received after the time and date set for submission above will be returned unopened.

SEE PART III FOR SCHEDULE OF ITEMS, ENTER PRICES THERE.

BIDDER MUST SUBMIT THREE (3) COMPLETE BID SETS.

NOTICE: BIDDER MUST EXECUTE ETHICS AFFIDAVIT (ATTACHMENTS 1 AND 2) AS A CONDITION FOR CONSIDERATION OF THIS BID.

BONDS REQUIRED: YES X NO (SEE PART V-SPECIAL PROVISIONS, PARAGRAPH 18.0, PAGE 45 OF 55 PAGES)

AN OPTIONAL PRE-BID CONFERENCE WILL BE HELD ON OCTOBER 29, 2008 @ 10:00 A.M., REFER TO PART V - SPECIAL PROVISIONS, PARAGRAPH 12.0, PAGE 43 OF 55 PAGES.

PLEASE MARK YOUR BID ENVELOPE:

Bidder Name and Address:
 IFB No.: **B090036-JT**
 Bidding On: **Painting Services**
 Opening Date: **November 13, 2008 @ 2:00 p.m.**

SEND BID ENVELOPE TO:

Cyd Grimes, C.P.M.
 Travis County Purchasing Office
 314 W. 11th Street, Room 400
 Austin, Texas 78701

In compliance with the above, the undersigned offers and agrees to furnish any or all of the items of services enumerated and upon which prices are bid at the unit price set opposite each item delivered at the designated point(s) within the time specified.

NAME AND ADDRESS OF BIDDER: GG's Construction 13608 Bullick Hollow Rd. Austin, TX. 78726	SIGNATURE OF PERSON AUTHORIZED TO SIGN BID: <i>Gisela B. Osorio</i> <i>Gisela B. Osorio</i>	DATE OF BID: Nov. 10/08
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BIDDER TO INDICATE STATUS AS TO:
 "PARTNERSHIP", "CORPORATION," "SOLE PROPRIETORSHIP", ETC.

TYPE OR PRINT:

SIGNER'S NAME: Gisela B. Osorio
 TITLE: Business Owner/President
 PHONE: 512 257-8075
 FAX NUMBER: 512-219-5209

SUBMIT BIDS IN TRIPLICATE

PART III - SCHEDULE OF ITEMS

Bidder agrees to provide Travis County's requirements for Painting Services in accordance with the specifications, terms and conditions of this Invitation for Bid at the below bid prices.

Bidders are to submit their bid for firm, fixed prices based upon measure of Square Footage, Linear Footage, Each and Hourly fee for required Painting Services for Countywide facilities. Estimated quantities are for purpose of comparing bids and do not indicate actual contract amounts. Bidder must bid on all items in order to be considered responsive to this IFB.

ITEM NO	DESCRIPTION	UNIT	ESTIMATED QUANTITIES	UNIT PRICE	ESTIMATED TOTAL PRICE
---------	-------------	------	----------------------	------------	-----------------------

GROUP "A" INTERIOR PAINTING SUPPLIES/SERVICES

PAINT SURFACE AREA: (Including average (see Note) level of surface preparation, all materials and labor. Labor cost includes protection of adjacent items not painted. Typical Paint Job will be at a minimum of 1000 Square Feet of surfaces previously painted, e.g., not new construction).

1. Textured Drywall Substrate (Latex)

A. Under 12 Ft in Height	SF	1000	\$ <u>0.50</u>	\$ <u>500.00</u>
B. Over 12 Ft in Height	SF	1000	\$ <u>0.52</u>	\$ <u>520.00</u>

2. Concrete Substrate

A. Under 12 Ft in Height	SF	1000	\$ <u>0.41</u>	\$ <u>410.00</u>
B. Over 12 Ft in Height	SF	1000	\$ <u>0.46</u>	\$ <u>460.00</u>

3. Masonry Substrate

A. Under 12 Ft in Height	SF	1000	\$ <u>0.41</u>	\$ <u>410.00</u>
B. Over 12 Ft in Height	SF	1000	\$ <u>0.46</u>	\$ <u>460.00</u>

4. Wood Substrate

A. Under 12 Ft in Height	SF	1000	\$ <u>0.31</u>	\$ <u>310.00</u>
B. Over 12 Ft in Height	SF	1000	\$ <u>0.41</u>	\$ <u>410.00</u>

TRAVIS COUNTY RESERVES THE RIGHT TO AWARD ON AN "ALL OR NONE" OR "GROUP" BASIS.

PART III - SCHEDULE OF ITEMS - continued

ITEM NO	DESCRIPTION	UNIT	ESTIMATED QUANTITIES	UNIT PRICE	ESTIMATED TOTAL PRICE
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GROUP "A" INTERIOR PAINTING SUPPLIES/SERVICES (cont.)

PAINT TRIM: (Door Frames, Window Frames, Handrails, Chair Rails, Base & Cove Molding)

5. Wood Trim Surface (Latex)

A.	Trim Under 12 Ft in Height	LF	1000	\$ <u>0.80</u>	\$ <u>800.00</u>
B.	Trim Over 12 Ft in Height	LF	1000	\$ <u>0.82</u>	\$ <u>820.00</u>

6. Metal Trim Surface (Enamel)

A.	Trim Under 12 Ft in Height	LF	1000	\$ <u>0.72</u>	\$ <u>720.00</u>
B.	Trim Over 12 Ft in Height	LF	1000	\$ <u>0.74</u>	\$ <u>740.00</u>

7. Doors, Flush, Both Sides, Include, Frame & Trim:

A.	Wood Door (Latex)	Ea.	100	\$ <u>13.40</u>	\$ <u>1,340.00</u>
B.	Wood Door (Stain)	Ea.	100	\$ <u>14.40</u>	\$ <u>1,440.00</u>
C.	Metal Door (Enamel)	Ea.	100	\$ <u>18.50</u>	\$ <u>1,850.00</u>

Estimated Total Amount: \$ 11,190.00
(Items 1 through 7 inclusive)

NOTE: Estimated unit prices included in bid should assume an average level of surface preparation required for repainting and repairing existing substrates. See Part IV-Specifications, Paragraph 5.0 PAINTING for details on surface preparation and paint coverage required. In all cases, contractor will meet or exceed manufacturer's surface preparation requirements. Unusual surface preparation required as a result of an unusual level of deterioration of the substrate will be reimbursed on an hourly basis using rates awarded under group "C". Work for painting new, unprepared and unprimed surfaces will be reimbursed on the unit price basis under group "B" or the hourly basis awarded under group "C" as appropriate.

TRAVIS COUNTY RESERVES THE RIGHT TO AWARD ON AN "ALL OR NONE" OR "GROUP" BASIS.

PART III - SCHEDULE OF ITEMS - continued

ITEM NO	DESCRIPTION	UNIT	ESTIMATED QUANTITIES	UNIT PRICE	ESTIMATED TOTAL PRICE
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GROUP "B" EXTERIOR PAINTING SUPPLIES/SERVICES

PAINT SURFACE AREA: (Including average (see Note) level of surface preparation, all materials and labor. Labor cost includes protection of adjacent items not painted. Typical Paint Job will be at a minimum of 1000 Square Feet).

1. Stucco Substrate (Exterior Latex)

A. Under 12 Ft in Height	SF	1000	\$ 0.37	\$ 370.00
B. Over 12 Ft in Height	SF	1000	\$ 0.39	\$ 390.00

2. Concrete Substrate (Exterior Latex)

A. Under 12 Ft in Height	SF	1000	\$ 0.39	\$ 390.00
B. Over 12 Ft in Height	SF	1000	\$ 0.42	\$ 420.00

3. Masonry Substrate (Exterior Latex)

A. Under 12 Ft in Height	SF	1000	\$ 0.39	\$ 390.00
B. Over 12 Ft in Height	SF	1000	\$ 0.42	\$ 420.00

4. Wood Substrate (Exterior Gloss Latex)

A. Under 12 Ft in Height	SF	1000	\$ 0.39	\$ 390.00
B. Over 12 Ft in Height	SF	1000	\$ 0.41	\$ 410.00

5. Metal Substrate (Acrylic Latex)

A. Under 12 Ft in Height	SF	1000	\$ 0.36	\$ 360.00
B. Over 12 Ft in Height	SF	1000	\$ 0.41	\$ 410.00

PAINT TRIM: (Doors, Door Frames, Window Frames, Hand Rails, Fascia, Molding)**6. Wood Trim Surface (Exterior Gloss Latex)**

A. Trim Under 12 Ft in Height	LF	1000	\$ 0.84	\$ 840.00
B. Trim Over 12 Ft in Height	LF	1000	\$ 0.91	\$ 910.00

TRAVIS COUNTY RESERVES THE RIGHT TO AWARD ON AN "ALL OR NONE" OR "GROUP" BASIS.

PART III - SCHEDULE OF ITEMS - continued

ITEM NO	DESCRIPTION:	UNIT	ESTIMATED QUANTITIES	UNIT PRICE	ESTIMATED TOTAL PRICE
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GROUP "B" EXTERIOR PAINTING SUPPLIES/SERVICES (cont.)**7. Metal Trim Surface (Acrylic Gloss Latex)**

A.	Trim Under 12 Ft in Height	LF	1000	\$ <u>0.72</u>	\$ <u>720.00</u>
B.	Trim Over 12 Ft in Height	LF	1000	\$ <u>0.74</u>	\$ <u>740.00</u>

8. Doors, Flush, Both Sides, Include, Frame & Trim

A.	Wood Door (Exterior Gloss Latex)	EA	100	\$ <u>13.00</u>	\$ <u>1300.00</u>
B.	Wood Door (Exterior Stain Latex)	EA	100	\$ <u>13.50</u>	\$ <u>1350.00</u>
C.	Metal Door (Acrylic Latex)	EA	100	\$ <u>14.50</u>	\$ <u>1450.00</u>

9. Fascia Trim (Exterior Latex)

A.	1" x 4" Fascia	LF	1000	\$ <u>0.93</u>	\$ <u>930.00</u>
B.	1" x 6" to 1" x 10" Fascia	LF	1000	\$ <u>0.98</u>	\$ <u>980.00</u>
C.	1" x 12" Fascia	LF	1000	\$ <u>1.02</u>	\$ <u>1002.00</u>
D.	Molding up to 14" Wide	LF	1000	\$ <u>0.90</u>	\$ <u>900.00</u>

Estimated Total Amount: \$ 15,090.00
(Items 1 through 9 inclusive)

NOTE: Estimated unit prices included in bid should assume an average level of surface preparation required for repainting and repairing existing substrates. See Part IV-Specifications, Paragraph 5.0 PAINTING for details on surface preparation and paint coverage required. In all cases, contractor will meet or exceed manufacturer's surface preparation requirements. Unusual service preparation required as a result of an unusual level of deterioration of the substrate will be reimbursed on an hourly basis using rates awarded under group "C". All work for painting new, unprepared and unprimed surfaces will be reimbursed on the hourly basis awarded under group "C".

TRAVIS COUNTY RESERVES THE RIGHT TO AWARD ON AN "ALL OR NONE" OR "GROUP" BASIS.

PART III - SCHEDULE OF ITEMS - continued

ITEM NO	DESCRIPTION	UNIT	ESTIMATED QUANTITIES	UNIT PRICE	ESTIMATED TOTAL PRICE
GROUP "C" PAINTING SUPPLIES/SERVICES					
1.	Hourly Labor Rate for Journeyman Painter (See Note 1)				
	Straight Time	Hours	100	\$ <u>20.00</u>	\$ <u>2000.⁰⁰</u>
2.	Hourly Labor Rate for Painters Helper				
	Straight Time	Hours	100	\$ <u>15.00</u>	\$ <u>1500.⁰⁰</u>
3.	Material Cost (See Note 2) (Bidder's cost plus/minus a percentage)			<u>10</u> %	
4.	Reimbursable Item Markup (not to exceed 3%, handling charge for permits, fees and inspections)				<u>3</u> %

NOTE 1: Hourly pricing will be used on individual purchase orders for those jobs that cannot be estimated using other established methods. Details on how scopes for individual purchase orders will be determined is included in Part IV- Specifications, Paragraph 5.0 PAINTING. Briefly, hourly pricing will be appropriate and used for surfaces such as mechanical equipment (pumps, motors, hvac units, electrical devices, etc.), furniture, cabinetry, courtroom furnishings, benches, railings and platforms. Hourly rates will also be used to reimburse an unusual level of surface preparation for painting. Number of hours to be paid will be authorized on the individual purchase order for each job based on contractor's estimated hours required and approved by Facilities Management on the purchase order.

NOTE 2: Material cost for hourly rate/hourly performed work should reflect the bidders offer for percentage markup over his/her cost (based on contractor's actual costs as documented by his/her material invoices). Bidders should indicate their percentage markup or discount for materials provided. This does not include materials required for surface preparation, or painting or drywall materials reimbursed on a square footage, linear footage or each basis (bidders should include these material costs in their square footage, linear footage and each bid prices).

NOTE 3: Except for those work tasks outlined above, all painting services will be reimbursed based on the square/linear footage or each rates. Hourly rates and material reimbursements included in group "C" will only be used for those cases not falling into group "A" OR "B".

TRAVIS COUNTY RESERVES THE RIGHT TO AWARD ON AN "ALL OR NONE" OR "GROUP" BASIS.

WS # _____

VS # 14

TRAVIS COUNTY COMMISSIONERS' COURT AGENDA REQUEST

Work Session _____

Voting Session 12/09/08

I. A. Request made by: Joseph P. Gieselman, Executive Manager Phone # 854-9383

B. Requested Text:

Consider and take appropriate action regarding a request to authorize the filing of an instrument to vacate a 7.5' public utility easement located along rear lot line of Lot 13, Block N of Twin Creeks Country Club, Section 8 – a subdivision in Travis County, Precinct 3.

C. Approved by: _____
Commissioner Gerald Daugherty, Precinct Three

II. A. Is backup material attached?*

Yes X No ___

*Any backup material to be presented to the court must be submitted with this Agenda.

Request – 1 original and 8 copies

B. Have the agencies affected by this request been invited to attend?

Yes X No ___ Please list those contacted and their phone number.

John Hille - 854-9415	Austin American-Statesman
Anna Bowlin - 854-9383	Joe Arriaga - 854-9383

III. PERSONNEL

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

IV. BUDGET REQUESTS

If your request involves any of the following please check appropriately.

- ___ Additional funding for your department
- ___ Transfer of funds within your department budget
- ___ A change in your department's personnel

The County Personnel (473-9165) and/or the Budget and Research Office (473-9171) must be notified prior to submission of this agenda request.

AGENDA REQUEST DEADLINES

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



TRANSPORTATION AND NATURAL RESOURCES

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

MEMORANDUM

DATE: December 1, 2008

TO: Members of the Commissioners' Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM: *AB* Anna Bowlin, Division Director – Development Services

SUBJECT: Consider and take appropriate action regarding a request to authorize the filing of an instrument to vacate a 7.5' public utility easement located along rear lot line of Lot 13, Block N of Twin Creeks Country Club, Section 8 – a subdivision in Travis County, Precinct 3.

Summary and Staff Recommendation:

TNR has received a request to vacate 7.5' public utility easement (PUE) located along the rear lot line of Lot 13, Block N within Twin Creeks Country Club, Section 8. This lot fronts on Farleigh Lane, a street maintained by Travis County. The purpose for this vacation is so that lot improvements will not be considered encroaching on the subject PUE.

The utility companies operating in the area have stated that they have no objection to vacating this portion of the easement. A hearing was set during the November 18, 2008 agenda and the appropriate public notice was posted. TNR recommends the vacation as described in the attached Order of Vacation and as shown on the attached field notes and sketch.

Budgetary and Fiscal Impact:

None.

Issues and Opportunities:

Travis County has no need for these easements and would not benefit from vacating or not vacating. It has been the responsibility of the applicant to contact the utility companies operating in the area. Travis County has relied on the utility companies to decide if the easements need to be retained for the surrounding property owners. TNR staff has not received any opposition, nor does staff foresee any opposition, to this vacation.

December 1, 2008

Required Authorizations:

All responding utility companies known to be serving this area have stated that they have no need to retain the portions of easements as described in the attached field notes and sketch.

Exhibits:

Order of Vacation

Letter of Request

Field Notes and Sketch

Statements from utility companies (4)

Maps

PS:AB:ps

1105 Farleigh Lane

08-PUE-10

ORDER OF VACATION

STATE OF TEXAS §

COUNTY OF TRAVIS §

WHEREAS, the property owner requests the vacation of 7.5' public utility easement located along the rear lot line of Lot 13, Block N of Twin Creeks County Club, Section 8 as recorded at Document #200300225 of the Plat Records of Travis County, Texas, so that lot improvements are not encroaching on the subject public utility easement; and

WHEREAS, utility providers serving the area have indicated that they have no need for the 7.5' public utility easement requested to be vacated as described in the attached field notes and sketch; and

WHEREAS, the Travis County Transportation and Natural Resources Department recommends the vacation of the 7.5' public utility easement as described in the attached field notes and sketch; and

WHEREAS, the required public notice was posted and the Travis County Commissioners Court held a public hearing on December 9, 2008 to consider the proposed action; and

NOW, THEREFORE, by unanimous vote, the Commissioners Court of Travis County, Texas, orders that the 7.5' public utility easement located along the rear lot line of Lot 13, Block N of Twin Creeks Country Club, Section 8, as shown on the attached sketch and described in the attached field notes, is hereby vacated.

ORDERED THIS THE _____ DAY OF _____ 2008.

SAMUEL T. BISCOE, COUNTY JUDGE

COMMISSIONER RON DAVIS
PRECINCT ONE

COMMISSIONER SARAH ECKHARDT
PRECINCT TWO

COMMISSIONER GERALD DAUGHERTY
PRECINCT THREE

COMMISSIONER MARGARET GOMEZ
PRECINCT FOUR

KELLY & ERIK COTTRELL

2605 FARLEIGH LANE
CEDAR PARK, TX 78613
512-219-1291

OCTOBER 20, 2008

PAUL SCOGGINS
PLANNING & ENGINEERING SERVICES
TRAVIS COUNTY
PO 1748
411 W, 13TH STREET
AUSTIN, TX 78767-1748

TRAVIS COUNTY ENGINEERING & PLANNING:

WE HEREBY SUBMIT THIS REQUEST TO MODIFY THE COUNTY RECORDS OF THE PROPERTY LISTED BELOW TO REFLECT THE RELEASE OF A 7.5' UTILITY EASEMENT THAT RUNS ALONG THE BACK OF OUR PROPERTY. ENCLOSED YOU WILL FIND SIGNED RELEASES FROM ALL RELEVANT UTILITY COMPANIES. WE HAVE ALSO ENCLOSED A COPY OF THE RECENT SURVEY AND SURVEY FIELD NOTES. THE PROPERTY DESCRIPTION IS AS FOLLOWS:

LOT 13, BLOCK N
TWIN CREEKS COUNTRY CLUB
SECTION 8 SUBDIVISION

PLEASE LET US KNOW HOW TO PROCEED WITH OUR REQUEST. ALSO, WE'D LIKE TO THANK YOU FOR THE HELP THE COUNTY OFFICE GAVE US IN UNDERSTANDING THIS PROCESS.

SINCERELY,

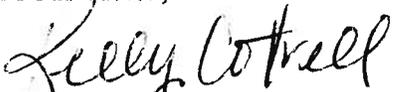

KELLY & ERIK COTTRELL

EXHIBIT "A"

LEGAL DESCRIPTION OF A SEVEN AND ONE-HALF FOOT WIDE PUBLIC UTILITY EASEMENT CONTAINING .0012 ACRE (539.68 SQUARE FEET) OF LAND OUT OF LOT 13, BLOCK N, TWINCREEKS COUNTRY CLUB, SECTION 8 AS RECORDED IN DOCUMENT NO. 200300228 OF OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS SAID EASEMENT IS DEDICATED ON SAID DOCUMENT, AND IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod found at the Southwesterly corner of said Lot 13 same being the Southwesterly corner of the herein described p.u.e. same being at the Southeasterly corner of Lot 14, same being in the Northerly line of a tract of land conveyed to Twin Creeks Holdings, LTD. as recorded in Document No. 2000116695 of the Official Public Records of Travis County, Texas for the Southwesterly corner hereof and the **PLACE OF BEGINNING HEREOF**

THENCE N 21° 42' 50" E with the Westerly line of said Lot 13 common with the Easterly line of said Lot 14 being the West line of said p.u.e. a distance of 7.68 feet to a point for the Northwesterly corner of the herein described tract of land and being the Northwest corner of the p.u.e

THENCE S 80° 38' 25" E over and across said Lot 13 with the North line of the p.u.e. a distance of 72.48 feet to a point in the Easterly line of said Lot 13, common with the Westerly line of Lot 12 to a point for the Northeasterly corner of the herein described p.u.e. and the Northeasterly corner hereof

THENCE S 29° 17' 54" W with the Easterly line of said Lot 13 being the East line of the p.u.e., common with the Westerly line of said Lot 12 a distance of 7.98 feet to an iron rod found at the Southeasterly corner of said Lot 13, same being at the Southwesterly corner of said Lot 12, same being in the Northerly line of said Twin Creeks Holdings, LTD. tract of land for the Southeasterly corner of the herein described p.u.e. and of the herein described tract of land;

THENCE N 80° 38' 25" W with the Southerly line of said Lot 13 along the South line of the p.u.e. same being the Northerly line of said Twin Creeks Holdings, LTD. tract of land a distance of 71.41 feet to the POINT-OF-BEGINNING containing 0.012 acre or 539.68 square feet of land

The Bearing Basis for the herein described tract of land is the Northerly line of said Lot 13 which chord bears N 64° 35' 30" W a distance of 85.72 feet, having an arc distance of 85.78 feet and a radius of 656.06 feet.

David Bell

DAVID BELL
R.P.L.S. No. 3994
JOB No. 09B22208



Date *11/10/08*

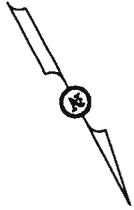
SCALE 1"=20'

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

LEGEND

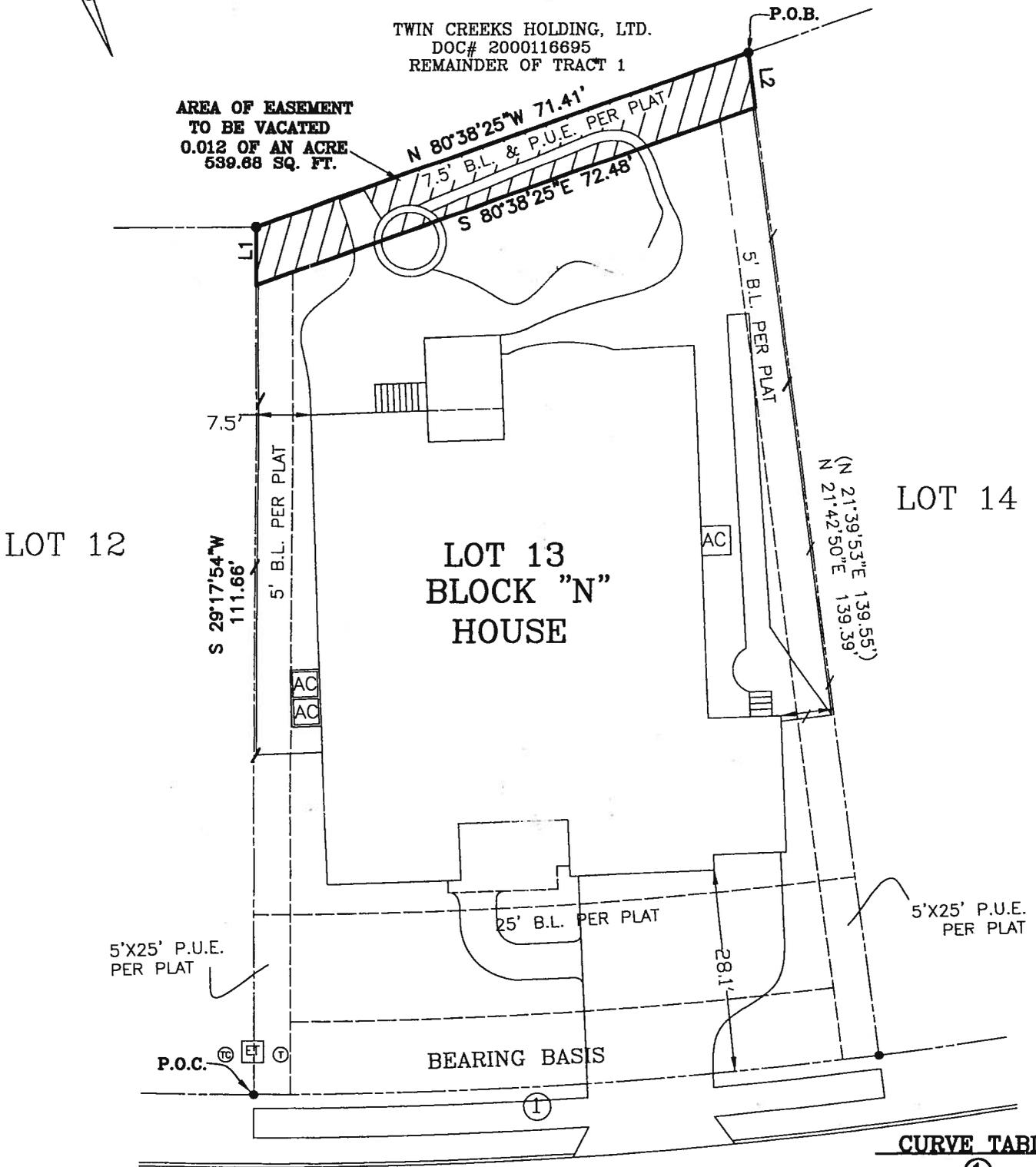
● IRON ROD FND.

Course	Bearing	Distance
L1	S 29°17'54" W	7.98'
L2	N 21°42'50" E	7.68'



TWIN CREEKS HOLDING, LTD.
DOC# 2000116695
REMAINDER OF TRACT 1

AREA OF EASEMENT
TO BE VACATED
0.012 OF AN ACRE
539.68 SQ. FT.



LOT 12

LOT 13
BLOCK "N"
HOUSE

LOT 14

CURVE TABLE

①
C=N 64°35'30"W 85.72'
A=85.78' R=656.06'
(C=N 64°35'30"W 85.67')
(A=85.73')

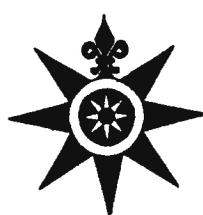
2605 FARLEIGH LANE (50' R.O.W.)

LOT No. 13 BLOCK "N" SUBDIVISION / ADDITION TWIN CREEKS COUNTRY CLUB
 SECTION 8 PHASE _____ DOC# 200300228 Page(s) _____ Cabinet _____
 CITY TRAVIS COUNTY, TEXAS Volume _____ Side _____ PLAT RECORDS

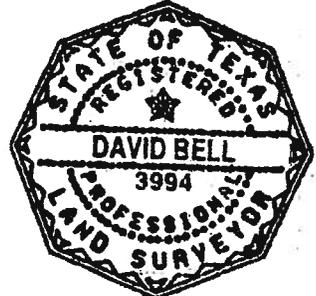
	By	Date
FIELD WORK	GD	08-13-08
DRAFTING	MM	
FINAL CHECK	MCB	
CORRECTIONS		
UP DATE		

DATE 08-13-08
TITLE CO. TEXAS AMER.
Job No. 09B22208
SCALE: 1"=20'

David Bell 11/10/08



ALL POINTS SURVEYING
611 SOUTH CONGRESS AVENUE - SUITE 100
AUSTIN TX. 78704
TELE.: (512) 440-0071 - FAX: (512) 440-0199



RELEASE OF EASEMENT

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

WHEREAS, Twin Creeks Holdings, Limited, as previous owner of all lots in Twin Creeks Country Club, Section 8, a subdivision in Travis County, Texas according to the map or plat thereof, heretofore granted certain easements to Pedernales Electric Cooperative, Inc., a corporation for public utility purposes covering property situated within Twin Creeks Country Club, Section 8 Subdivision, said easement being recorded in Document Number 200300228 of the Plat Records of Travis County, Texas, and;

WHEREAS, said dedicated easements referred to hereinabove include and are comprised in part by a strip of land seven and one half (7.5) feet in width along the back lot line of all lots within Twin Creeks Country Club, Section 8 Subdivision, in Travis County, Texas; and,

WHEREAS, Kelly Cottrell and Erik Cottrell, as owners of Lot 13, Block N in Twin Creeks Country Club, Section 8 Subdivision, desires that the said seven and one half (7.5) foot public utility easement along the back lot line in Twin Creeks Country Club, Section 8 Subdivision, be abandoned and released in full; and

WHEREAS, Pedernales Electric Cooperative, Inc. provides electric service to the aforementioned area and will continue to have an adequate easement to said property;

NOW, THEREFORE, be it known that Pedernales Electric Cooperative, Inc., a corporation whose post office address is Johnson City, Texas, for and in consideration of One Dollar (\$1.00), does hereby release the said seven and one half (7.5) foot public utility easement along the back lot line of Lot 13, Block N in Twin Creeks Country Club, Section 8 Subdivision, in Travis County, Texas, and referred to herein above.

EXECUTED: October 14, 2008

PEDERNALES ELECTRIC COOPERATIVE, INC.

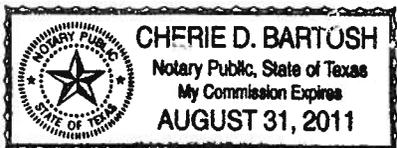
BY: DiAnn Hamilton
DiAnn Hamilton
District Engineering Supervisor

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, on this day personally appeared DiAnn Hamilton, District Engineering Supervisor of Pedernales Electric Cooperative, Inc., a corporation, 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, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE October 14, 2008.

Cherie D. Bartosh
Notary Public in and for
The State of Texas



**STATE OF TEXAS
COUNTY OF TRAVIS**

RELEASE OF EASEMENT

WHEREAS, the plat of Twin Creek Country Club, Section 8, Cedar Park, Texas, a subdivision in the County of Travis, of record in Document 200300228, of the Plat Records of Travis County, Texas, and said record reflects a 7.5 foot PUE easement on the rear property line of Lot 13, Block N, of said subdivision, of record in Document 2004156961, Property Records of Travis County, Texas, and as applicant requests the release of said easement on said property, said property located at 2605 Farleigh Lane, AND:

WHEREAS, all utilities are in place within other dedicated easements, and no further need exists for the above easement as reflected on said plat:

NOW, THEREFORE, in consideration of the premises and in order to adjust because of proposed encroachment upon this easement, the undersigned do hereby abandon all right, title and interest in and to this easement, as described, on the above addressed property, in said subdivision.

EXECUTED this 7th day of October, 2008

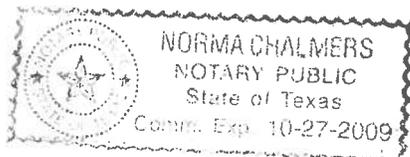

MGR.-ENG. DESIGN

SOUTHWESTERN BELL TELEPHONE, L.P., a Texas limited partnership,
d/b/a AT&T Texas

By: SBC TEXAS, L.L.C.,
a Delaware limited liability company,
its general partner

BEFORE ME, the undersigned authority, on this day personally appeared Michael Thurman, Manager-Engineering Design, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration there expressed, as the act and deed of **SOUTHWESTERN BELL TELEPHONE COMPANY** and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 10th day of October, 2008




Notary Public, State of Texas
My commission expires 10-27-2009

TEXAS GAS SERVICE

A DIVISION OF ONEOK

10/3/08

To Whom It May Concern:

Texas Gas Service has no objections to the partial or complete release of the Public Utility Easement behind 2605 Farleigh Lane; Cedar Park, TX 78613. Please contact me if you have any questions, comments or concerns.

Thanks



Chris Landgraf
Engineering Department
Texas Gas Service
(512) 465-1131 – office
(512) 465-1104 – fax
clandgraf@txgas.com

Last Updated 12-5-08 at 5:10pm

Time Warner Cable
12012 North MoPac Expressway
Austin, TX 78752

Tel: 512-485-5355
Fax: 512-485-6705
www.timewarnercable.com



September 30, 2008

Erik & Kelly Cottrell
2605 Farleigh Lane
Cedar Park, TX 78613
512-219-1291

Subject: Easement Release for 2605 Farleigh Lane, Lot 13, Block N, in Twin Creeks Country Club, Section 8, Subdivision, in Travis County, City of Cedar Park, Texas.

To Whom It May Concern,

Time Warner Cable (TWC) does not have facilities in the easement area and will release the 7.5 foot portion of the rear easement at the address of 2605 Farleigh Lane for the construction of a pool.

If there are any questions please feel free to contact me at 512/485-6417.

A handwritten signature in cursive script that reads "Laurie Schumpert".

Laurie Schumpert
Time Warner Cable
Designer
Design and Construction Department

September 19, 2008

Ms. Kelly Cottrell
2605 Farleigh Lane
Cedar Park, TX 78613

Re: Public Utility Easement Release for Twin Creeks Country Club Sec. 8, Block N, Lot 13
2605 Farleigh Lane, Cedar Park, TX 78613

Dear Ms. Cottrell:

The City of Cedar Park does not have any water or wastewater facilities within the easement that you are proposing to vacate. This easement is described as a seven and one-half foot PUE along the rear lot line of the above referenced tract. The City does not foresee a need for future installation of City utilities within this easement and hereby abandons and releases this easement in full.

Sincerely,



Alan Green
Senior Engineering Associate
City of Cedar Park, TX
(512) 401-5352

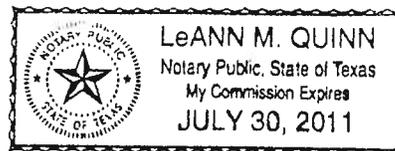
STATE OF TEXAS §

COUNTY OF WILLIAMSON §

This instrument was acknowledged before me this 19th day of September
2008 by Alan Green of the City of
Cedar Park, a municipal corporation, on behalf of said corporation.



Notary Public, State of Texas



Last Updated 12-5-08 at 5:10pm

LOT 13, BLOCK N OF TWIN CREEKS COUNTRY CLUB, SECTION 8

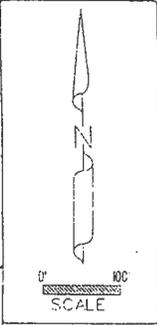
HERT H. THERIOT
0175370125

ROBERT H. THERIOT
0175370123

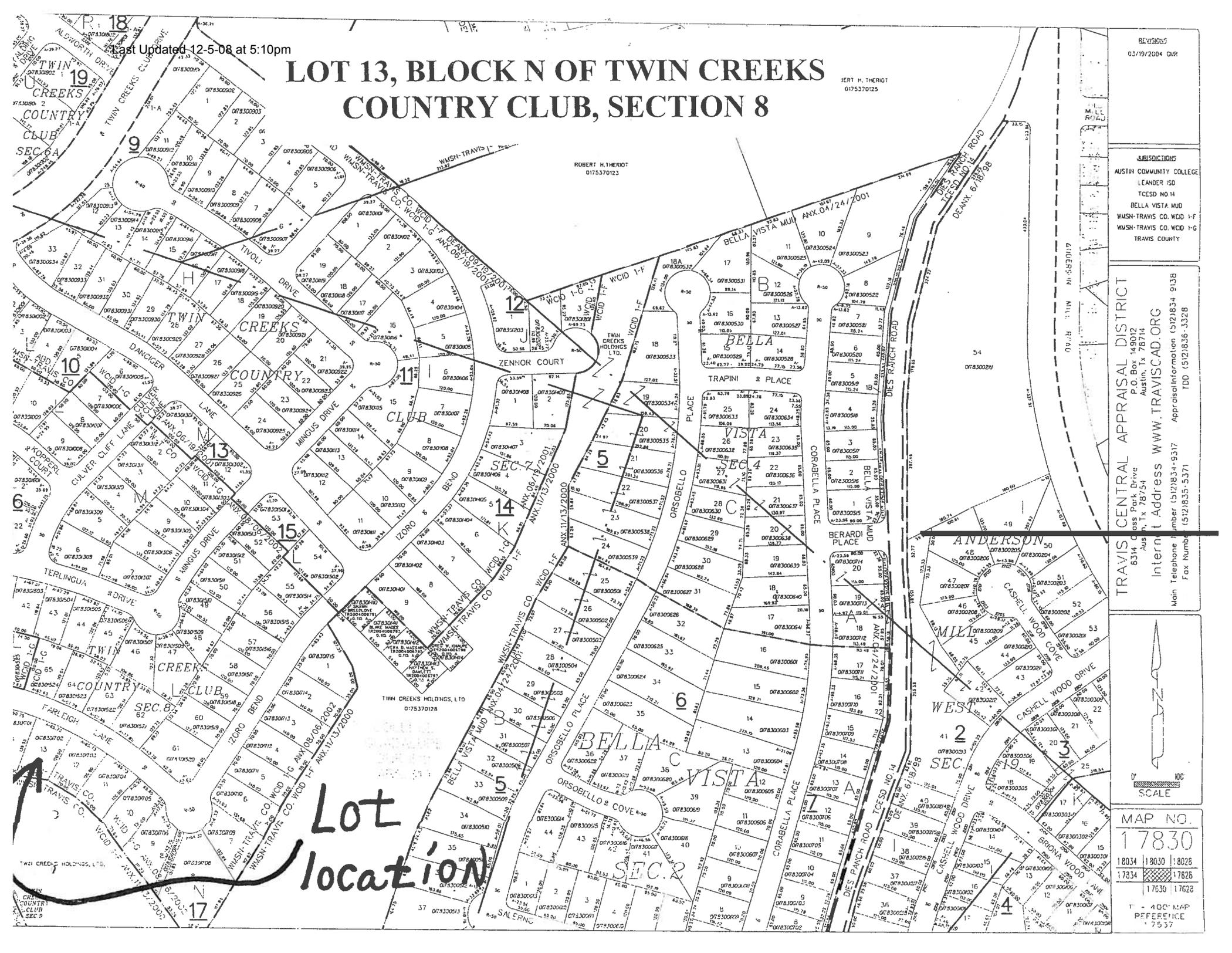
REVISIONS
03/19/2004 CDR

JURISDICTIONS
AUSTIN COMMUNITY COLLEGE
LANDER ISD
TCESD NO 14
BELLA VISTA MUD
WASH-TRAVIS CO. WCD 1-F
WASH-TRAVIS CO. WCD 1-G
TRAVIS COUNTY

CENTRAL APPRAISAL DISTRICT
P.O. Box 148012
Austin, TX 78714
Internet Address WWW.TRAVISCAD.ORG
Main Telephone (512)834-9317
Fax Number (512)835-5371



MAP NO.
17830
18034 18030 18026
17834 17828
17830 17828
1" = 400' MAP
REFERENCE
7537



Lot 13 location

SEC. 2

LOT 13, BLOCK N OF TWIN CREEKS COUNTRY CLUB, SECTION 8

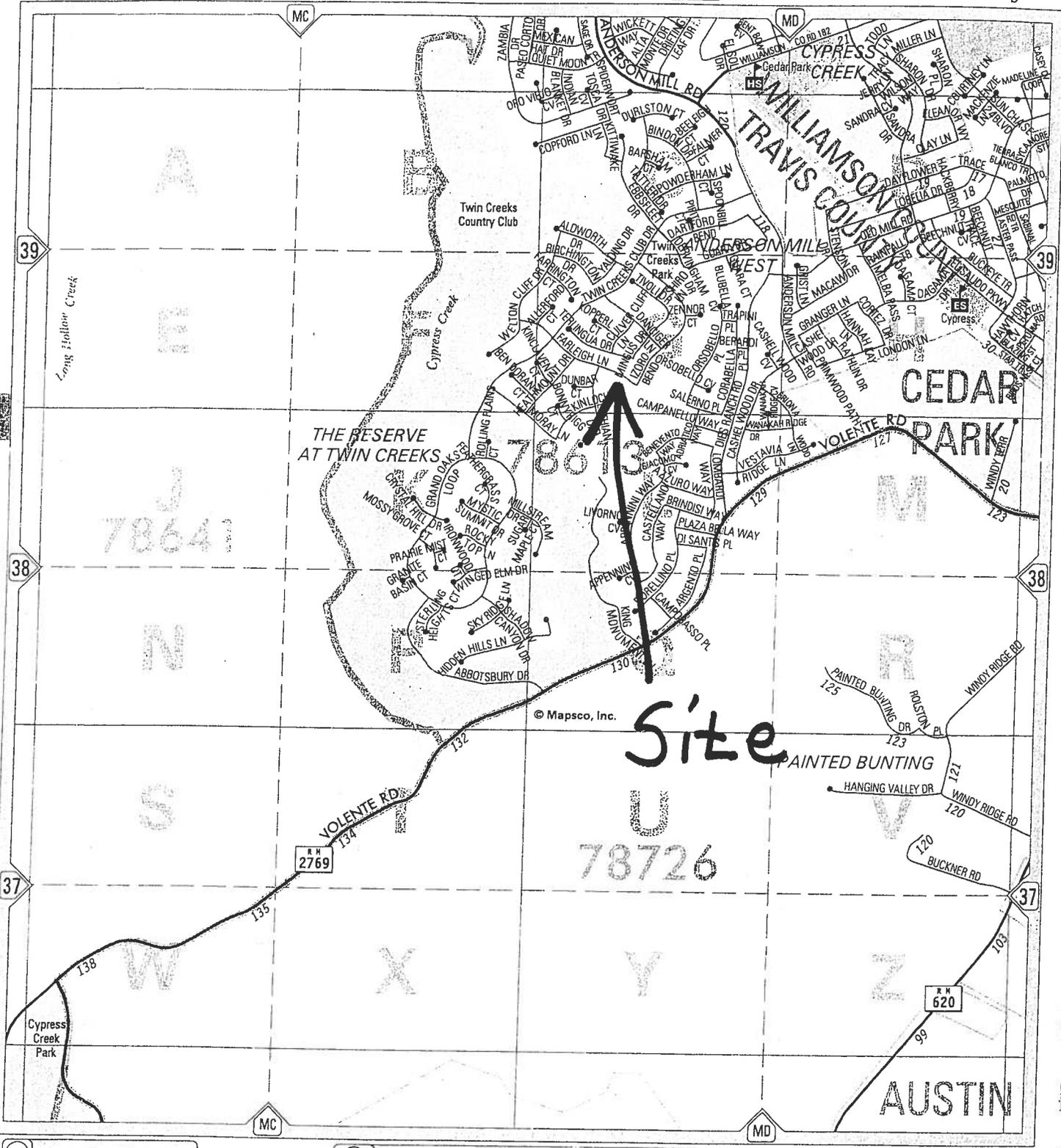
Last Updated 12-5-08 at 5:10pm

432

THIS PAGE ALSO APPEARS IN THE MAPSCO WILLIAMSON COUNTY STREET GUIDE AS PAGE 432.



CONTINUED ON MAP 402



© MapSCO, Inc.

Site

CONTINUED ON MAP 431

CONTINUED ON MAP 462

CONTINUED ON MAP 433

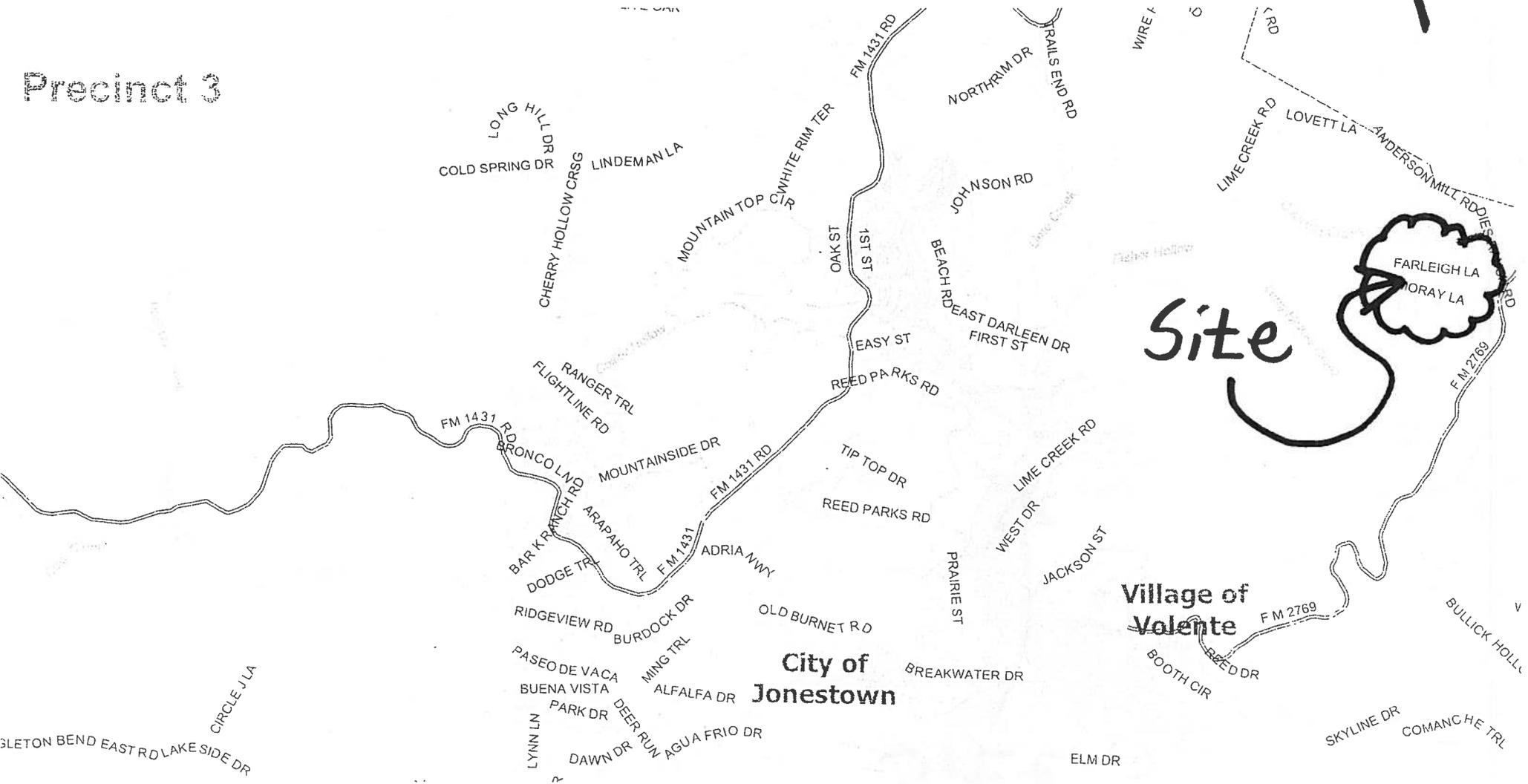


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LOT 13, BLOCK N OF TWIN CREEKS COUNTRY CLUB, SECTION 8



Precinct 3



Site

City of
Jonestown

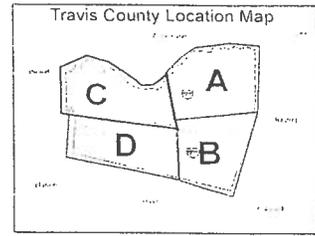
Village of
Volente

LOT 13, BLOCK N OF TWIN CREEKS COUNTRY CLUB, SECTION 8

Legend

Roadway Type

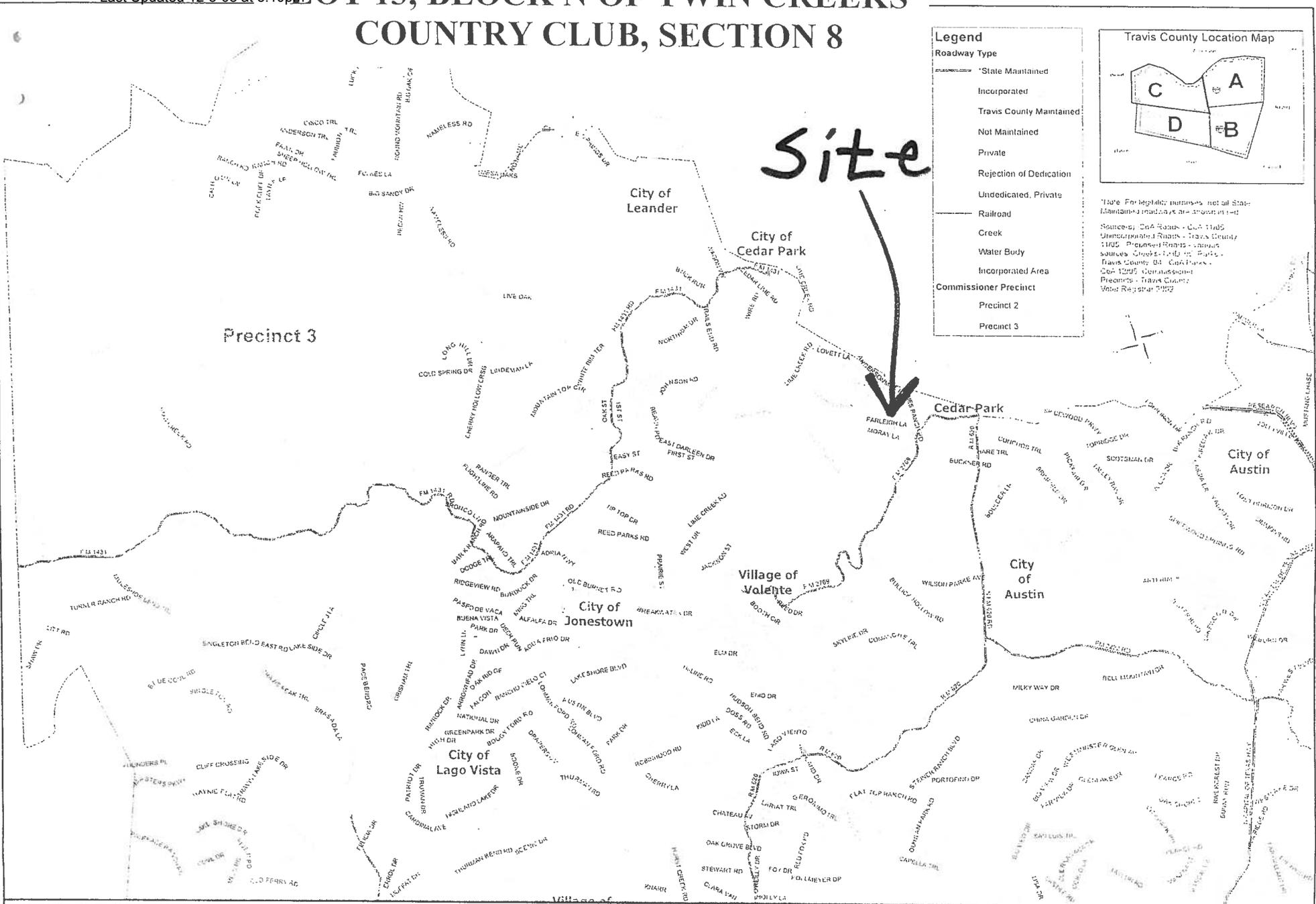
- State Maintained
- Incorporated
- Travis County Maintained
- Not Maintained
- Private
- Rejection of Dedication
- Undedicated, Private
- Railroad
- Creek
- Water Body
- Incorporated Area
- Commissioner Precinct
- Precinct 2
- Precinct 3



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

Sources: CoA Roads - CoA Maps
 Unincorporated Roads - Travis County GIS
 Precinct Roads - Various sources
 Precincts - Travis County GIS
 Precincts - Travis County GIS
 Voter Registrar 2002

Site



Van Dyke Inc. This map was created for the Travis County, San Creek, for identifying Travis County's unnamed roadways. The data is provided as reference quantities of any kind. For questions, contact the Travis County GIS Coordinator at 512-854-9283.

Text Scale
 1 inch equals 1.002 miles
 1 inch equals 0.262 feet

Travis County Roadways, Map C



Map Prepared by Travis County Dept. of Transportation & Public Resources Date 01/04/09
 http://www.co.tx11.us/transport



RECEIVED
COUNTY JUDGE'S OFFICE

Travis County Commissioners Court Agenda Request

Voting Session 12/9/08
(Date)

Work Session _____
(Date)

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

B. Requested Text: Consider and take appropriate action on Candidate Projects for
2009 Build Central Texas Program from Capital Metropolitan
Transportation Authority, in Precinct 2

C. Approved by: _____
Sarah Eckhardt, Commissioner, 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 this Agenda Request and backup to them:

- Carol Joseph, TNR, 854-9383
- Steve Manilla, P.E., TNR, 854-9429
- Donna Williams-Jones, TNR 854-7677
- Ted Parsons, Capital Metro, 369-7448
- Susan Spataro, County Auditor, 854-9125
- Jessica Rio, Planning and Budget, 854-9106
- Don Ward, TNR, 854-9383

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 personnel (reclassifications, etc.)
- _____ Purchasing Office (854-9700)
- _____ Bid, Purchase Contract, Request for Proposal, Procurement
- _____ County Attorney Office (854-9415)
- _____ Contract, Agreement, Policy & Procedure



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

November 26, 2008

To: Members of the Commissioners Court

Thru: Steve Manilla, P.E., Public Works Director

From: Joseph P. Gieselman, Executive Manager

Subject: Proposed Candidate Projects for Capital Metro's Build Central Texas Program Funds allocated to Precinct Two

Proposed Motion: Consider and take appropriate action on candidate projects for FY 2009 Build Central Texas Program from Capital Metropolitan Transportation Authority

Summary and Staff Recommendation: On December 21, 2004, the Court approved a new interlocal with Capital Metro for the Build Greater Austin Program, re-titled Build Central Texas (BCT). The new agreement was a two-year commitment to meet the transportation mobility needs to the mutual benefit of Capital Metro and the individual communities in the Capital Metro service area.

On November 20, 2007, Travis County Commissioners approved a new BCT interlocal, which "replaces any previous Agreements and the associated approved projects lists." The new agreement is an annual commitment, with only minor revisions, and Precinct Two's allocation for FY 2009 is \$484,941.

TNR recommends approval of the following candidate project list to submit to Capital Metro for FY 09:

Build Central Texas Program (BCT) Candidate Project List for FY 2009

\$263,307 for ADA retrofits for Wells Branch Parkway sidewalks, ramps, etc.
\$221,634 for ADA retrofits for Thermal Drive sidewalks, ramps, etc.
\$484,941 Total FY 2009 BCT available funds

Budgetary and Fiscal Impact: The Build Central Texas Program is a non-matching grant; therefore, there is no fiscal impact on the County. Once the Capital Metro approves the project list, one-half the total amount will be issued to TNR within 60 days. Upon satisfactorily providing Capital Metro with billing information after substantial completion of the projects, the second half of the total will be made within 45 days.

Issues and Opportunities: Capital Metro bus routes on Wells Branch Parkway and Thermal will be retrofitted to come under ADA compliance with regard to sidewalks, ramps, etc. with FY 2009 funds, which supplement the FY 2008 funds approved for the same projects in June of this year. A preliminary engineering report was prepared by the engineering consultant which identified required sidewalk improvements on Wells Branch Pkwy from IH 35 to Loop 1 and on Thermal Drive from Wells Branch Pkwy to Howard Ln. The project cost estimate for the Wells Branch Pkwy portion is \$796,680 and for Thermal Drive portion is \$400,200 with a total project cost estimate of \$1,196,880. Current appropriated BCT funds for this project is \$745,859 which will only allow for improvements on one side of Wells Branch Pkwy and Thermal Drive. With the addition of the FY09 BCT funds of \$484,941 which brings the project funding to \$1,230,800, all identified sidewalk improvements on both sides of the streets can be completed.

Background: On July 19, 1993, Capital Metro's Board of Directors authorized the 10-year Build Greater Austin Program (BGAP). Travis County's share of the 10-year funding amounted to a total of \$4,551,781. On May 5, 1998, the Court approved amendments to the Build Greater Austin Interlocal Agreement (deleting the requirement that a minimum percentage of each year's allocation be directed toward capital mobility projects).

According to the proposed agreement, candidate projects should conform to the following criteria:

1. Projects must be capital in nature and transportation related.
2. Strong preference is given to projects that are directly on a transit route.
3. Strong preference is given to projects that directly improve transit service, traffic safety, or passenger convenience.
4. Joint funding of projects between Capital Metro and the municipality, and/or other financing sources, is encouraged when financially feasible.
5. Project categories include both Street Resurfacing and Transit Capital Improvements.
6. Transit streets have a priority for resurfacing over non-transit streets. Funding may be applied to the repair of non-transit streets provided all of a municipality's transit streets have been resurfaced in the last five years and are judged to be in good condition. Written verification of resurfacing must be submitted.

The Build Central Texas—Suburban Communities Program was established by Capital Metro to finance transportation projects that are of mutual benefit to Capital Metro and the respective communities in the Capital Metro Service area. This program has provided Travis County's Precinct Two with over \$6.5 million since its inception. Many roadway, sidewalk, and trail projects have been funded in this manner. In addition to the FY2009 BCT allocation of \$484,910, the Capital Metro Board of Directors will determine the funding allocation for FY 2010 in September 2009.

Required Review:

Susan Spataro, County Auditor's Office
Jessica Rio, Planning and Budget Office

JPG:lc
9145—Build Greater Austin Program/Build Central Texas Program

xc: Carol Joseph, TNR
LeRoy Click, TNR
Charlie Watts, TNR
Donna Williams-Jones, TNR
Susan Spataro, County Auditor
Jessica Rio, Planning and Budget
Ted Parsons, Capital Metro

16

Travis County Commissioners Court Agenda Request

Voting Session 12/09/08
(Date)

Work Session _____
(Date)

I. A. Request made by: Joseph P. Gieselmann Phone # 854-9383
Excutive Manager, TNR

B. Requested Text:
Consider and take appropriate action on:
A. The acceptance of dedication of street and drainage facilities for the Lakes of Northtown, Sections One and Two; and
B. A proposed license agreement with the Lakes at Northtown HOA for private improvements in public ROW – all being within Precinct One.

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

II. A. Is backup material attached*? Yes X No _____
*Any backup material to be presented to the court must be submitted with this Agenda Request (original and 8 copies).

B. Have the agencies affected by this request been invited to attend the Work Session?
Yes X No _____ Please list those contacted and their phone numbers:

- | | |
|-------------------------------|---------------------------------|
| <u>Anna Bowlin</u> - 854-9383 | Don Ward <i>ritu</i> - 854-9383 |
| Jamie Mancillas - 854-9383 | Gayla Dembkowski - 854-9383 |
| Howard Herrin - 854-9383 | Brunilda Cruz - 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.

dl



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
(512) 473-9383
FAX (512) 708-4649

MEMORANDUM

DATE: November 24, 2008
TO: Members of the Commissioners' Court
THROUGH: Joseph P. Gieselman, TNR Executive Manager
FROM: Donald W. Ward, P.E., Division Director – Road Maintenance and Fleet Services
SUBJECT: Consider and take appropriate action on:
A. The acceptance of dedication of street and drainage facilities for the Lakes of Northtown, Sections One and Two; and
B. A proposed license agreement with the Lakes of Northtown HOA for private improvements in public ROW – all being within Precinct One.

Summary and TNR Staff Recommendation

The Lakes of Northtown, Section One plat was recorded on February 21, 2007 at Document #200700053. The Lakes of Northtown, Section Two plat was recorded on September 21, 2007 at Document #200700286. These subdivisions have been inspected for conformance with approved plans and specifications as listed. These subdivisions will be accepted under the regulations of the Standards for Construction of Streets and Drainage in Subdivisions approved by Commissioners Court August 28, 1997, in which the subdivisions are accepted before the one-year performance period has ended.

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

The Lakes of Northtown, Section One subdivision is accessed from The Lakes Boulevard, a street maintained by Travis County. The lakes of Northtown, Section Two is accessed through Section One by way of Lake Victor Drive, a street being accepted as part of this agenda. This action will add a total of 1.10 miles to the Travis County road system. TNR staff recommends approval of the proposed motion.

The applicant also requests the approval of a license agreement, which covers private improvements in the right-of-way of Northtown Boulevard within Lakes of Northtown, Section One. TNR staff recommends approval of the proposed motion.

Budgetary and Fiscal Impacts:

A check in the amount of \$4,995.00 will be deposited as a security deposit for the licensed property that is described in the attached license agreement.

Issues and Opportunities:

The Lake of Northtown, Section One plat has since been amended. The amended plat was recorded on January 3, 2008 at Document #200800001. This amendment had no effect on the street layout.

In regards to the proposed License Agreement, "...the ASSOCIATION agrees to and shall indemnify, defend and hold harmless the COUNTY and its officers, agents and employees against all claims, suits, demands, judgments, expenses, including attorney's fees, or other liability for personal injury, death, or damage to any person or property, which arises from or is in any manner connected to or caused in whole or in part by the ASSOCIATION's construction, maintenance or use of the Licensed Property." The Lakes of Northtown HOA has provided insurance that adds Travis County as an additional insured for the improvements as described in the attached new Agreement. The improvements will maintain the 7' clear zone in order to adequately address the safety of the traveling public.

Required Authorizations:

Travis County's Road Maintenance and Fleet Services Department. The proposed license agreement utilizes the standard form.

Exhibits:

- TNR Approval Letter (2)
- RAS Inspection Approval
- List of streets (1)
- Requirements for Approval (2)
- License Agreement
- Maps

PS:DW:ps

- 1105 Lakes of Northtown, Section One
- 1105 Lakes of Northtown, Section Two
- 1102 Lakes of Northtown HOA license agreement



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

APPROVAL OF CONSTRUCTION

DATE: July 18, 2008

DEVELOPER:

KB Home
Attn: John Zinsmeyer
11911 Burnet Road
North #A-250
Austin, TX 78758

ENGINEER:

Longaro & Clarke, LP
Attn: Alex Clarke, P.E.
7501 Capitol of Texas Hwy
Austin, TX 78731

SUBJECT: Lakes at Northtown, Section One

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

The Developer is required to maintain Performance Period fiscal of 10% of the actual street and drainage cost, until the end of the Performance Period, plus 100% of the un-constructed residential sidewalks until all of the sidewalks are constructed and have a positive inspection by a Registered Accessibility Specialist.

All items have been received

BY:

Handwritten signature of Lucious Henderson.

07-18-08

TNR Construction Inspector - Lucious Henderson

Handwritten signature of Paul Scoggins.

11/24/08

TNR Engineering Specialist - Paul Scoggins

1102 fiscal file
1105 Subdivision File



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

APPROVAL OF CONSTRUCTION

DATE: July 18, 2008

DEVELOPER:

KB Home
Attn: John Zinsmeyer
11911 Burnet Road
North #A-250
Austin, TX 78758

ENGINEER:

Longaro & Clarke, LP
Attn: Alex Clarke, P.E.
7501 Capitol of Texas Hwy
Austin, TX 78731

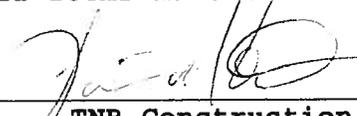
SUBJECT: Lakes at Northtown, Section Two

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

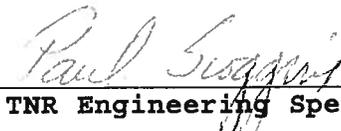
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All items have been received

BY:

 07-18-08

TNR Construction Inspector - Lucious Henderson

 11/24/08

TNR Engineering Specialist - Paul Scoggins

1102 fiscal file
1105 Subdivision File



ADA Assistance

107 Meadow Woods, Kyle TX 78640 (512) 787-3687 Fax (512) 268-5964
Email: robert@adaassistance.com Internet: www.adaassistance.com

DATE: February 26, 2008

TO: Leanna Einhaus
Blake Magee
1011 N Lamar
Austin TX 78703
leanna@blakemageeco.com

FROM: Robert Ronson, RAS

PROJECT: Lakes @ Northtown Section 2
Watson Way & Naronna Way
Austin TX 78753

AB Number: EABPRJA8000035

Inspection performed: 2/26/2008

SUBJECT: INSPECTION COMPLETED – NO VIOLATIONS

We are pleased to inform you that the referenced facility has been inspected and found to be in substantial compliance with provisions of the Texas Government Code, Chapter 469.

The inspection results will be forwarded to the Texas Department of Licensing and Regulation for issuance of the final approval letter. For newly constructed buildings and facilities, the Department will provide a Notice of Substantial Compliance (Certificate and Decal) to the owner upon receipt of a completed Notice of Substantial Compliance Request Form.

Please note, this determination does not address the requirements of the Americans with Disabilities Act (ADA), (P.L. 101-336), or any other state, local, or federal requirements. For information on the ADA, please contact the United States Department of Justice, Civil Rights Division at (202) 514-0301.

If you have any questions concerning the results of the inspection, or the requirements of the Architectural Barriers Act, or if you are not the owner of record for this facility, contact Robert Ronson at (512) 787-3687.

Please reference the EABPRJ project number in all future correspondence pertaining to this project.

NOTE: The review of documents as contract documents and field inspections by this accessibility specialist for the Texas Department of Licensing and Regulation (TDLR) is based on a best efforts endeavor following instruction and certification by TDLR. Plan review and inspection in no way warrants complete compliance with the Texas Accessibility Standards. The business, the professional, his employees, engineers, and client for whom the review or inspection is made agrees to hold harmless and indemnify this accessibility specialist from and against any liability arising from performance of the work.



ADA Assistance

107 Meadow Woods, Kyle TX 78640 (512) 787-3687 Fax (512) 268-5964
Email: robert@adaassistance.com Internet: www.adaassistance.com

DATE: December 28, 2007

TO: John Zinsmeyer
KB Home
11911 Burnet Rd
Austin TX 78758
jzinsmeyer@kbhome.com

FROM: Robert Ronson, RAS

PROJECT: The Lakes at Northtown Sec 1
The Lakes blvd
Austin TX 78660

AB Number: EABPRJA6820892

Inspection performed: 12/26/2007

SUBJECT: INSPECTION COMPLETED – NO VIOLATIONS

We are pleased to inform you that the referenced facility has been inspected and found to be in substantial compliance with provisions of the Texas Government Code, Chapter 469.

The inspection results will be forwarded to the Texas Department of Licensing and Regulation for issuance of the final approval letter. For newly constructed buildings and facilities, the Department will provide a Notice of Substantial Compliance (Certificate and Decal) to the owner upon receipt of a completed Notice of Substantial Compliance Request Form.

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ACCEPTANCE OF DEDICATION OF STREETS AND DRAINAGE



SUBDIVISION
Mapsco No. 467E

Lakes of Northtown, Section One
Lakes of Northtown, Section Two

Pct.# 1
Atlas No. N-09

SECTION ONE RECORDED AT DOC #200700053 IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY - 02/21/07
SECTION TWO RECORDED AT DOC #200700286 IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY - 09/21/07

TWO SUBDIVISIONS CONTAINING 9 STREETS AS LISTED BELOW:

#	STREET NAME	FROM - TO	L.F.	MILES	ROW	TYPE OF WIDTH OF CURB &		
						PVMNT	PVMNT	GUTTER
SECTION ONE								
1	Northtown Blvd	Intersection w/The Lakes Blvd East to Lake Victor Dr	785	0.15	80'	HMAC	2 - 24' F-F	YES
2	Lake Victor Drive	Cul de sac w/ Naruna Way North ~ 840' to NE cor of Lot 9, Blk A	840	0.16	60'	HMAC	30' F-F	YES
3	Naruna Way	Center of cul de sac w/Lake Victor Blvd East to center of cul de sac, then North ~400' to Section Two	1100	0.21	50'	HMAC	30' F-F	YES
4	Mahomet Drive	Intersection w/Lake Victor Dr East to intersection w/Naruna Way	765	0.14	50' - 60'	HMAC	30' F-F	YES
SECTION TWO								
5	Watson Way	Intersection w/Lake Victor Dr East to center of cul de sac	1200	0.23	50'	HMAC	30' F-F	YES
6	Naruna Way	Cul de sac w/Oatmeal Dr South ~760' to Section One	760	0.14	50'	HMAC	30' F-F	YES
7	Oatmeal Drive	Cul de sac w/Naruna Way West ~140'	140	0.03	50'	HMAC	30' F-F	YES
8	Bethel Way	Intersection w/Naruna Way west ~110'	110	0.02	50'	HMAC	30' F-F	YES
9	Lake Victor Drive	NW cor of Lot 2, Blk D South ~95' to Section One	95	0.02	50'	HMAC	30' F-F	YES
Total Footage/Mileage			5795	1.10				

THE TOTAL NUMBER OF LOTS IN THESE SUBDIVISIONS - 74 & 62 respectively

N/A ADDITIONAL LOTS SOLD FOR DEVELOPMENT

CONSTRUCTION OF STREETS AND DRAINAGE EXCEEDS MINIMUM COUNTY STANDARD FOR STREETS NUMBERED 1-9

IT IS RECOMMENDED THAT MAINTENANCE OF STREETS NUMBERED 1-9 TOTALING
THE TRAVIS COUNTY COMMISSIONERS' COURT IN PRECINCT 1,

1.10 MILES BE ACCEPTED BY

9-Dec-08

DATE

Donald W. Ward, PE
Division Director
Road Maintenance & Fleet Services

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

DATE APPROVED BY COMMISSIONERS' COURT



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GILSELMAN, EXECUTIVE MANAGER

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

LAKES OF NORTHTOWN, SECTION 1 REQUIREMENTS FOR APPROVAL OF CONSTRUCTION PUBLIC STREET SUBDIVISIONS PER STANDARDS FOR CONSTRUCTION OF STREETS AND DRAINAGE IN SUBDIVISIONS - AUGUST 28, 1997

- 5/9/08 1. Professional Engineer's certification of quantities of work completed (**Engineer's Concurrence Letter**). § 82.401(c)(1)(A) § 82.604(c)(2)
- 5/9/08 2. Construction Summary Report, if in COA ETJ, **signed** by COA inspector. §82.604(c)(1)
- 5/9/08 3. Contractor's (signed) invoice or receipt of payment for work completed. §82.401(a)(1)(B)
- 5/9/08 4. Reproducible Plans, certified as "**Record Drawings**" or "**As-Builts**", by the Owner's Consulting Engineer [§ 82.604(c)(3)] including a Signage and Striping Plan [§82.303] and accompanying Stop Sign Warrants sheets for each sign.
- TC will reduce 5. Performance Period Fiscal for 10% of the actual construction cost of street and drainage construction plus fiscal for residential sidewalks, if applicable. If bond, it must be in a form acceptable to Travis County and dated near the time of the TNR inspection report. Must be posted by owner/developer. § 82.604(c)(4)
- NA 6. **If applicable**, a copy of the Conditional Letter of Map Amendment or Revision from FEMA to begin Performance Period and the completed Letter of Map Revision (LOMR) to accept streets for maintenance. § 82.604(c)(5)
- 2/26/08 7. A letter from a **Registered Accessibility Specialist** approving sidewalk construction, within the subdivision. Plan approval required at time of issuance of Basic Development Permit. Substantial compliance (inspection) required at time of street acceptance for maintenance. § 82.202(q)(2)
- 7/18/08 8. A TNR inspection report, indicating the completion of that portion of the work represented by the reduction of fiscal (streets and drainage, including detention ponds, and sidewalks). § 82.401(c)(2)(C) **Road Maintenance will have to approve construction before recommending acceptance to Commissioners Court.**
- 5/9/08 9. Approval of other agencies and/or cities, **if in their ETJ**; Municipal or other Utility Districts.
- 11/14/08 10. License Agreement (**If there are private improvements in Public ROW.**)



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GISELMAN, EXECUTIVE MANAGER

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

LAKES OF NORTHTOWN, SECTION 2 REQUIREMENTS FOR APPROVAL OF CONSTRUCTION PUBLIC STREET SUBDIVISIONS PER STANDARDS FOR CONSTRUCTION OF STREETS AND DRAINAGE IN SUBDIVISIONS - AUGUST 28, 1997

- 3/13/08 1. Professional Engineer's certification of quantities of work completed (**Engineer's Concurrence Letter**). § 82.401(c)(1)(A) § 82.604(c)(2)
- 7/2/08 2. Construction Summary Report, if in COA ETJ, **signed** by COA inspector. §82.604(c)(1)
- 3/18/08 3. Contractor's (signed) invoice or receipt of payment for work completed. §82.401(a)(1)(B)
- 3/18/08 4. Reproducible Plans, certified as "**Record Drawings**" or "**As-Builts**", by The Owner's Consulting Engineer [§ 82.604(c)(3)] including a Signage and Striping Plan [§82.303] and accompanying Stop Sign Warrants sheets for each sign.
- TC will reduce 5. Performance Period Fiscal for 10% of the actual construction cost of street and drainage construction plus fiscal for residential sidewalks, if applicable. If bond, it must be in a form acceptable to Travis County and dated near the time of the TNR inspection report. Must be posted by owner/developer. § 82.604(c)(4)
- NA 6. **If applicable**, a copy of the Conditional Letter of Map Amendment or Revision from FEMA to begin Performance Period and the completed Letter of Map Revision (LOMR) to accept streets for maintenance. § 82.604(c)(5)
- 2/26/08 7. A letter from a **Registered Accessibility Specialist** approving sidewalk construction, within the subdivision. Plan approval required at time of issuance of Basic Development Permit. Substantial compliance (inspection) required at time of street acceptance for maintenance. § 82.202(q)(2)
- 7/18/08 8. A TNR inspection report, indicating the completion of that portion of the work represented by the reduction of fiscal (streets and drainage, including detention ponds, and sidewalks). § 82.401(c)(2)(C) **Road Maintenance will have to approve construction before recommending acceptance to Commissioners Court.**
- 7/2/08 9. Approval of other agencies and/or cities, **if in their ETJ**; Municipal or other Utility Districts.
- NA 10. License Agreement (**If there are private improvements in Public ROW.**)

2. The agreement by the ASSOCIATION to provide the below-specified insurance and indemnification in favor of the COUNTY.

III. County's Rights to Licensed Property

A. This Agreement is expressly subject and subordinate to the present and future right of the COUNTY, its successors, assigns, lessees, grantees, and licensees, to construct, install, establish, maintain, use, operate, and renew any public utility facilities, franchised public facilities, roadways or streets on, beneath or above the surface of the Licensed Property. The COUNTY shall take reasonable measures to prevent damage to any Improvements on the Licensed Property, however, any damage to or destruction of the ASSOCIATION's property by the COUNTY in the exercise of the above-described rights shall be at no charge, cost, claim or liability to the COUNTY, its agents, contractors, officers or employees. Nothing in this Agreement shall be construed to limit in any way the power of the COUNTY to widen, alter or improve the Licensed Property pursuant to official action by the governing body of the COUNTY or its successors; provided, however, that the COUNTY shall provide the ASSOCIATION with at least thirty (30) days prior written notice of any such contemplated action.

B. NOTWITHSTANDING ANY PROVISIONS IN THIS AGREEMENT TO THE CONTRARY, THE COUNTY RETAINS THE RIGHT TO ENTER UPON THE LICENSED PROPERTY, AT ANY TIME AND WITHOUT NOTICE, ASSUMING NO OBLIGATION TO THE ASSOCIATION, TO REMOVE ANY OF THE IMPROVEMENTS OR ALTERATIONS THEREOF, WHENEVER SUCH REMOVAL IS DEEMED NECESSARY FOR: (A) EXERCISING THE COUNTY'S RIGHTS OR DUTIES WITH RESPECT TO THE LICENSED PROPERTY; (B) PROTECTING PERSONS OR PROPERTY; OR (C) THE PUBLIC HEALTH OR SAFETY WITH RESPECT TO THE LICENSED PROPERTY.

IV. Insurance

A. The ASSOCIATION shall, at its sole expense, provide extended public liability insurance coverage, written by a company acceptable to the County, licensed to do business in Texas, in the amounts of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) per occurrence and ONE MILLION DOLLARS (\$1,000,000.00) in the aggregate for property damage and personal injury and death, which coverage may be provided in the form of a rider and/or endorsement to a previously existing insurance policy. Such insurance coverage shall specifically name the COUNTY OF TRAVIS as co-insured or as an additional insured. This insurance coverage shall cover all perils arising out or connected in any way to the activities of the ASSOCIATION, its officers, employees, agents or contractors, relative to this Agreement. The ASSOCIATION shall be responsible for any deductibles stated in the policy. A true copy of each instrument affecting such additional coverage shall be delivered to the COUNTY'S Executive Manager of Transportation & Natural Resources Department within twenty-one (21) days of the effective date of this Agreement.

B. The ASSOCIATION shall not cause any insurance to be canceled nor permit any insurance to lapse. All insurance certificates shall include a clause to the effect that the policy shall not be canceled, reduced, restricted or otherwise limited until thirty (30) days after the COUNTY has received written notice as evidenced by a return receipt of registered or certified mail.

V. Indemnification

To the extent permitted by Texas law, the ASSOCIATION agrees to and shall indemnify, defend and hold harmless the COUNTY and its officers, agents and employees against all claims, suits, demands, judgments, expenses, including attorney's fees, or other liability for personal injury, death, or damage to any person or property, which arises from or is in any manner connected to or caused in whole or in part by the ASSOCIATION's construction, maintenance or use of the Licensed Property. This indemnification provision, however, shall not apply to any claims, suits, damages, costs, losses or expenses (i) for which the COUNTY shall have been compensated by insurance provided under Paragraph IV, above, or (ii) arising solely from the negligent or willful acts of the COUNTY, provided that for the purposes of the foregoing, the COUNTY'S act of entering into this Agreement shall not be deemed to be a "negligent or willful act".

VI. Conditions

A. Compliance with Regulations. The ASSOCIATION agrees that all construction, maintenance and repair permitted by this Agreement shall be done in compliance with all applicable City, County, State and/or Federal policies, traffic, building, health and safety ordinances, laws and regulations.

B. ASSOCIATION's Responsibilities. The ASSOCIATION will be responsible for any damage to or relocation of existing facilities required by the construction of the improvements. Further, the ASSOCIATION shall reimburse the COUNTY for all reasonable costs incurred by the COUNTY in replacing or repairing any property of the COUNTY or of others which was damaged or destroyed as a result of activities under this Agreement by or on behalf of the ASSOCIATION.

C. Maintenance. The ASSOCIATION shall maintain the Licensed Property by keeping the area free of debris and litter. The removal of dead, or dying, plants shall also be handled by the ASSOCIATION at its expense.

D. Removal or Modification. The ASSOCIATION agrees that removal or modification of any improvements now existing or to be later replaced shall be at the ASSOCIATION's sole discretion, except where otherwise provided by this Agreement. This Agreement, until its expiration or revocation, shall run as a covenant on the land on the above-described real property, and the terms and conditions of this Agreement shall be binding on any successors and assigns in interest to the ASSOCIATION or the COUNTY. A written memorandum of this agreement shall be filed in the Official Public Records of Travis County, Texas.

E. Security Deposit. The ASSOCIATION shall provide the COUNTY with cash in a cashier's check in the amount of Four thousand nine hundred ninety-five AND NO/100 DOLLARS (\$ 4,995 00.-). Cash provided to the COUNTY will be deposited with the County Treasurer and interest, on the amount, will be paid to the ASSOCIATION, on an annual basis upon the receipt by the Treasurer of a letter requesting such interest. The only condition to a draft on the cash security shall be a letter from the Travis County Judge indicating that the ASSOCIATION has not fulfilled its obligations under this Agreement and that the COUNTY has incurred or will incur expenses with regard to the Improvements located on, upon or in the Licensed Property.

F. Default. In the event that the ASSOCIATION fails to maintain the Licensed Property, then the COUNTY shall give the ASSOCIATION written notice thereof by registered or certified mail, return receipt requested, to the addresses set forth below. The ASSOCIATION shall have thirty (30) days from the date of receipt of such notice to take action to remedy the failure complained of and, if the ASSOCIATION does not satisfactorily remedy the same within the thirty (30) day period, the COUNTY may, at the COUNTY'S option, perform the work or contract for the completion of the work. In addition, the ASSOCIATION agrees to pay, within thirty (30) days of written demand by the COUNTY, all reasonable costs and expenses incurred by the COUNTY in completing the work.

VII. Commencement; Termination by Abandonment

This Agreement shall begin on the date of full execution and continue thereafter for so long as the Licensed Property shall be used for the purposes set forth herein, unless terminated under other provisions of this Agreement. If the ASSOCIATION abandons the use of all or any part of the Licensed Property for such purposes set forth in this Agreement, then this Agreement, as to such portion or portions abandoned, shall expire and terminate following thirty (30) days written notice by the COUNTY to the ASSOCIATION, if such abandonment has not been remedied by the ASSOCIATION within such period. The COUNTY shall thereafter have the same title to the Licensed Property so abandoned as though this Agreement had never been made and shall have the right to enter on the Licensed Property and terminate the rights of the ASSOCIATION, its successors and assigns hereunder. All installations of the ASSOCIATION not removed shall be deemed property of the COUNTY as of the time abandoned.

VIII. Termination

A. Termination by the ASSOCIATION. The ASSOCIATION may terminate this Agreement by delivering written notice of termination to the COUNTY not later than thirty (30) days before the effective date of termination. If the ASSOCIATION so terminates, then it may remove installations, that it made, from the Licensed Property, within the thirty (30) day notice period. Any installations not removed within said period are agreed to be the property of the COUNTY.

B. Termination by County. The COUNTY may revoke this Agreement at any time, if such revocation is reasonably required by the public interest, after providing at least thirty (30) days prior written notice to the ASSOCIATION. Subject to prior written

notification to the ASSOCIATION or its successors in interest, this Agreement is revocable by the COUNTY if:

1. The Improvements, or a portion of them, interfere with the COUNTY'S use of the Licensed Property;
2. Use of the Licensed Property becomes necessary for a public purpose;
3. The Improvements, or a portion of them, constitute a danger to the public, which the COUNTY deems not to be remediable by alteration or maintenance of such Improvements;
4. Despite thirty (30) days written notice to the ASSOCIATION, maintenance or alteration necessary to alleviate a danger to the public has not been made; or
5. The ASSOCIATION fails to comply with the terms and conditions of this Agreement, including, but not limited to, the insurance requirements specified herein.

If the ASSOCIATION abandons or fails to maintain the Licensed Property, and the COUNTY receives no substantive response within thirty (30) days following written notification to the ASSOCIATION, then this Agreement shall terminate and the COUNTY may remove and/or replace all Improvements or a portion thereof and collect from ASSOCIATION the COUNTY'S actual expenses incurred in connection therewith.

IX. Eminent Domain

If eminent domain is exerted on the Licensed Property by paramount authority, then the COUNTY will, to the extent permitted by law, cooperate with the ASSOCIATION to effect the relocation of the ASSOCIATION'S affected installations at the ASSOCIATION'S sole expense. The ASSOCIATION shall be entitled to retain all monies paid by the condemning authority for its installations taken, if any.

X. Interpretation

In the event of any dispute over its meaning or application, this Agreement shall be interpreted fairly and reasonably and neither more strongly for or against either party.

XI. Application of Law

This Agreement shall be governed by the laws of the State of Texas. If the final judgment of a court of competent jurisdiction invalidates any part of this Agreement, then the remaining parts shall be enforced, to the extent possible, consistent with the intent of the Parties as evidenced by this Agreement.

XII. Venue

TO THE EXTENT ALLOWED BY TEXAS LAW, IT IS AGREED THAT VENUE FOR ALL LAWSUITS CONCERNING THIS AGREEMENT WILL BE IN TRAVIS COUNTY, TEXAS. THIS AGREEMENT CONCERNS REAL PROPERTY LOCATED IN TRAVIS COUNTY, TEXAS, AND IS WHOLLY PERFORMABLE IN TRAVIS COUNTY.

XIII. Covenant Running with Land

This License Agreement and all of the covenants herein shall run with the land; therefore, the conditions set forth herein shall inure to and bind each party's successors and assigns.

XIV. Assignment

The ASSOCIATION shall not assign, sublet or transfer its interest in this Agreement without the written consent of the COUNTY. If such consent is granted, it shall then be the duty of the ASSOCIATION, its successors and assigns, to give prompt written notice to the COUNTY of any assignment or transfer of any of the ASSOCIATION's rights in this Agreement, giving name, date, address and contact person.

XV. Notice

Any notice and/or statement, required or permitted hereunder, shall be deemed to be given and delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses or at such other addresses specified by written notice delivered in accordance herewith:

ASSOCIATION:

Lakes at Northtown (Austin) Homeowners Assoc. Inc
115 Wild Basin
Suite 300
Austin, TX 78746
phone 514 328-6100

COUNTY:

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

COPY TO:

Joseph Gieselman, Executive Manager (or successor)
Travis County Transportation and Natural Resources Dept.
P.O. Box 1748
Austin, Texas 78767

COPY TO:

Honorable David A. Escamilla (or successor)
Travis County Attorney
P.O. Box 1748
Austin, Texas 78767
Attn: File No. 83.____

XVI. Annexation by the City

A. If the total area within the Licensed Property is annexed for full purposes by the City of Austin or other incorporated municipality (the "CITY"), then all references in this Agreement to "the COUNTY" shall be construed to mean "the CITY"; all references to "the Executive Manager of the COUNTY Transportation and Natural Resources Department" shall be construed to mean "the Director of the CITY Department of Public Works & Transportation"; all references to "the Commissioners Court" shall be construed to mean "the CITY Council". Any other references to COUNTY employees shall be construed to mean the analogous CITY employee or officer.

EXECUTED AS OF THE DATES SET FORTH BELOW:

TRAVIS COUNTY, TEXAS

By: _____
Samuel T. Biscoe, County Judge

Date: _____

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the ___ day of _____, 200_, by Samuel T. Biscoe, County Judge of Travis County, Texas, a duly organized County and political subdivision of the State of Texas, on behalf of said County.

Notary Public in and for the State of Texas

Printed/Typed Name

My commission expires

TERMS AND CONDITIONS ACCEPTED, this the 31 day of July, 2008.

THE ASSOCIATION:

Kallesat Northtown (Austin) Homeowners Assoc. Inc

By: [Signature]
signature

Name: JOHN ZINSMEYER
printed name

Title: PRESIDENT
Authorized Representative

ACKNOWLEDGEMENT

THE STATE OF TEXAS

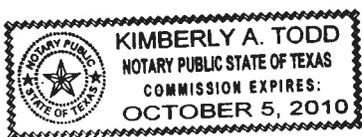
§

COUNTY OF TRAVIS

§

§

This instrument was acknowledged before me on this the 31 day of July, 2008, by John Zinsler as President of the Lakesat Northway (Austin) HHA, Inc, a Texas corporation, on behalf of said corporation.



Kimberly A. Todd

Notary Public in and for the State of Texas

Kimberly A. Todd

Printed/Typed Name

10.5.2010

My commission expires

ADDRESS OF ASSOCIATION:

115 Wild Basin
Suite 300

Austin, Texas 78746

914 328-6100
phone

ASSOCIATION'S MANAGEMENT CO.

Alliance Association Management
115 Wild Basin
Suite 300, Austin, TX 78746

Attn: Kevin Hipselman

512/347-2991
phone



Landesign Services, Inc.

555 Round Rock West Drive
Bldg. D, Suite 170
Round Rock, Texas 78681
512-238-7901 office
512-238-7902 fax

LICENSE AGREEMENT EXHIBIT " A " METES AND BOUNDS DESCRIPTION

BEING 1.435 ACRES OF LAND, AS SURVEYED BY LANDESIGN SERVICES, INC., BEING OUT OF THE L.C. CUNNINGHAM SURVEY NO. 68, ABSTRACT NO. 163, TRAVIS COUNTY, TEXAS, AND BEING A PART OF AMENDED PLAT OF LAKES OF NORHTOWN SECTION ONE ACCORDING TO THE PLAT RECORDED IN DOCUMENT NUMBER 200800001, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rebar found in the south right of way line of Northtown Boulevard (ROW 80 Feet) at its intersection with the west right of way line of Lake Victor Drive (ROW width varies) and for the southeast corner of Lot 4, Block A, AMENDED PLAT OF LAKES OF NORHTOWN SECTION ONE;

THENCE crossing into said Lake Victor Drive right of way the following three courses:

1. North 77°49'43" East a distance of 12.40 feet to a calculated point;
2. South 12°19'51" East a distance of 100.00 feet to a calculated point;
3. South 77°49'43" West a distance of 12.68 feet to a to 1/2 iron rebar found for the northeast corner of Lot 67, Block H, AMENDED PLAT OF LAKES OF NORTH TOWN SECTION ONE in the curving south right of way line of said Northtown Boulevard at its intersection with the west right of way line of said Lake Victor Drive;

THENCE along the south right of way line of said Northtown Boulevard the following six (6) courses:

1. along a curve to the left having a radius of 20.00 feet, a delta angle of 60°00'00", a length of 20.94 feet and a chord which bears North 72°10'17" West a distance of 20.00 feet to a calculated point for the point of tangency;
2. THENCE South 77°49'43" West a distance of 26.83 feet to a calculated point for the point of curvature of a curve to the right;

3. along said curve to the right, having a radius of 510.00 feet, a delta angle of 20°31'43", a length of 182.73 feet and a chord which bears South 88°05'34" West a distance of 181.75 feet to a calculated point for the point of tangency;
4. North 81°38'35" West a distance of 119.29 feet to a calculated point for the point of curvature of a curve to the left;
5. Along said curve to the left, having a radius of 430.00 feet, a delta angle of 43°01'01", a length of 322.84 feet and a chord which bears South 76°50'55" West a distance of 315.31 feet to a calculated point for the point of tangency;
6. South 55°20'25" West a distance of 50.89 feet to a calculated point for the point of curvature of a curve to the left;

THENCE leaving the southerly right of way line of said Northtown Boulevard with said curve to the left having a radius of 25.00 feet, a delta angle of 86°01'46", a length of 37.54 feet and a chord which bears South 12°19'32" West a distance of 34.11 feet to calculated point for the end of said curve;

THENCE South 30°41'21" East a distance of 4.00 feet to a calculated point in the westerly line of said AMENDED PLAT OF LAKES OF NORHTOWN SECTION ONE;

THENCE along the westerly line of said AMENDED PLAT OF LAKES OF NORHTOWN SECTION ONE the following three courses:

1. South 11°32'57" West a distance of 2.11 feet to a 1/2 inch iron rebar found in the existing curving easterly right of way line of THE LAKES BOULEVARD (70 foot ROW width) according to LAKES AT TECHRIDGE, a subdivision recorded in Document No. 200600264 of the Official Public Records of Travis County, Texas;
2. along said curve, to the left, having a radius of 1080.00 feet, a delta angle of 07°19'50", a length of 138.18 feet and a chord which bears North 34°24'07" West a distance of 138.08 feet to a 1/2 inch iron rod found;
3. South 80°32'49" East, leaving THE LAKES BOULEVARD right of way, a distance of 3.54 feet to a calculated point for the beginning of a non-tangent curve to the left;

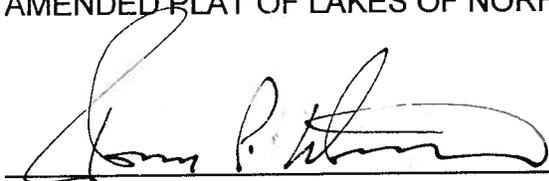
THENCE crossing into said AMENDED PLAT OF LAKES OF NORHTOWN SECTION ONE, along said curve to the left having a radius of 25.00 feet, a delta angle of 94°21'54", a length of 41.17 feet and a chord which bears South 77°28'38" East a distance of 36.68 feet to a calculated point for the point of tangency in the northerly right of way line of said Northtown Boulevard;

THENCE along the northerly right of way line of said Northtown Boulevard the following six (6) courses:

1. North 55°20'25" East a distance of 49.53 feet to a calculated point for the point of curvature of a curve to the right;

2. along said curve to the right, having a radius of 510.00 feet, a delta angle of $43^{\circ}01'01''$, a length of 382.90 feet and a chord which bears North $76^{\circ}50'55''$ East a distance of 373.97 feet to a calculated point for the point of tangency;
3. South $81^{\circ}38'35''$ East a distance of 119.29 feet to a calculated point for the point of curvature of a curve to the left;
4. along said curve to the left, having a radius of 430.00 feet, a delta angle of $20^{\circ}31'43''$, a length of 154.06 feet and a chord which bears North $88^{\circ}05'34''$ East a distance of 153.24 feet to a calculated point for the point of tangency;
5. North $77^{\circ}49'43''$ East a distance of 26.83 feet to a calculated point for the point of curvature of a curve to the left;
6. along said curve to the left, having a radius of 20.00 feet, a delta angle of $60^{\circ}00'00''$, a length of 20.94 feet and a chord which bears North $47^{\circ}49'43''$ East a distance of 20.00 feet to the POINT OF BEGINNING.

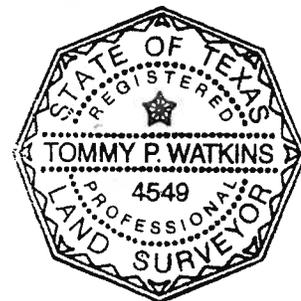
This parcel contains 1.435 acres of land, more or less, out of the L.C. Cunningham Survey No. 68, Abstract No. 163, Travis County, Texas. Description prepared from an on-the-ground survey made during February 2006. All bearings are based on the AMENDED PLAT OF LAKES OF NORHTOWN SECTION ONE.



Tommy P. Watkins
Registered Professional Land Surveyor
State of Texas No. 4549

March 10, 2008

Date



Project Number: 011-06-009

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SKETCH TO ACCOMPANY
METES AND BOUNDS
SHEET 4 OF 5

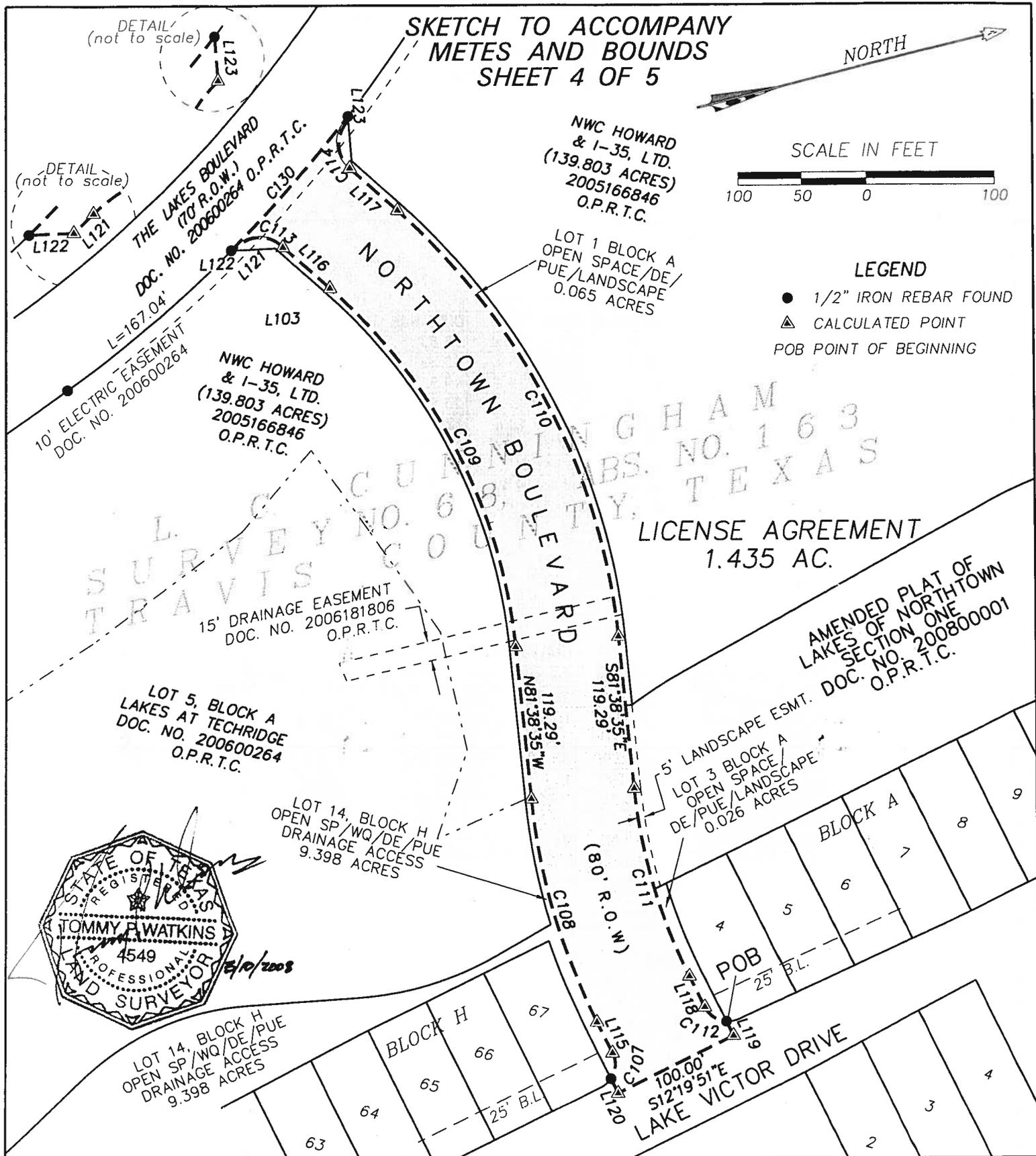
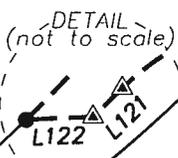
NORTH

SCALE IN FEET



LEGEND

- 1/2" IRON REBAR FOUND
- ▲ CALCULATED POINT
- POB POINT OF BEGINNING



JOB NUMBER: 011-06-009		DRAWING NAME: LICENSE AGREEMENT	
PROJECT NAME: Howard Lane			
DATE: 03/10/2008		SCALE: 1"=100'	
DRAWING FILE PATH: L:\LONGARO & CLARKE\HOWARD LANE\DGNS\			
FIELDNOTE FILE PATH/NAME: L:\LONGARO & CLARKE\HOWARD LANE\FNOTES\LICENSE AGREEMENT NORTHTOWN 1.doc			
RPLS: TPW	TECH: tpw	PARTYCHIEF: N/A	
CHECKED BY: JR		FIELDBOOKS:	



LANDESIGN SERVICES, INC.

512-238-7901
555 ROUND ROCK WEST DR.
BUILDING D, SUITE 170
ROUND ROCK, TEXAS 78681

**SKETCH TO ACCOMPANY
METES AND BOUNDS
SHEET 5 OF 5**

LINE TABLE

NUMBER	DIRECTION	DISTANCE
L115	S77°49'43"W	26.83'
L116	S55°20'25"W	50.89
L117	N55°20'25"E	49.53'
L118	N77°49'43"E	26.83'
L119	N77°49'43"E	12.40'
L120	S77°49'43"W	12.68'
L121	S30°41'21"E	4.00'
L122	S11°32'57"W	2.11'
L123	S80°32'49"E	3.54'

CURVE TABLE

NO.	Delta Angle	Radius	Length	Chord Bearing	Chord Length
C107	60°00'00"	20.00	20.94	N72°10'17"W	20.00
C108	20°31'43"	510.00	182.73	N88°05'34"E	181.75
C109	43°01'01"	430.00	322.84	S76°50'55"W	315.31
C110	43°01'01"	510.00	382.90	N76°50'55"E	373.97
C111	20°31'43"	430.00	154.06	N88°05'34"E	153.24
C112	60°00'00"	20.00	20.94	N47°49'43"E	20.00
C113	86°01'46"	25.00	37.54	S12°19'32"W	34.11
C114	94°21'54"	25.00	41.17	S77°28'38"E	36.68
C130	07°19'50"	1080.00	138.18	N34°24'07"W	138.08

JOB NUMBER: 011-06-009 DRAWING NAME: LICENSE AGREEMENT

PROJECT NAME: Howard Lane

DATE: 03/10/2008

SCALE: 1"=100'

DRAWING FILE PATH:
L:\LONGARO & CLARKE\HOWARD LANE\DGNS\

FIELDNOTE FILE PATH/NAME: L:\LONGARO & CLARKE\HOWARD LANE\LICENSE AGREEMENT NORTH TOWN 1.doc

RPLS: TPW

TECH: tpw

PARTY CHIEF: N/A

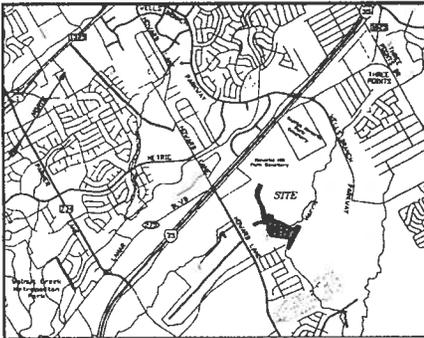
CHECKED BY:

FIELDBOOKS:



**LANDESIGN
SERVICES, INC.**

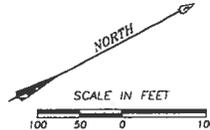
512-238-7901
555 ROUND ROCK WEST DR.
BUILDING D, SUITE 170
ROUND ROCK, TEXAS 78681



VICINITY MAP
(N.T.S.)

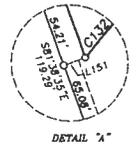
LAND USE SUMMARY: THE LAKES AT NORTHTOWN

TOTAL ACREAGE	32.773 ACRES
STANDARD RESIDENTIAL LOTS DENSITY	69 LOTS 2.1 UNITS PER ACRE
NUMBER OF BLOCKS	4 BLOCKS
TOTAL LOTS	74
RESIDENTIAL LOTS IN NORTHTOWN MUD	53
RESIDENTIAL LOTS IN CITY OF AUSTIN LIMITS	16
OTHER LOTS	
OPEN SP/DE/PUE/LANDSCAPE	3 LOT (6.371 ACRES)
OPEN SP/WO/DE/PUE	1 LOT (9.398 ACRES)
PRIVATE AMENITY LOTS	1 LOT (1.348 ACRES)
TOTAL OTHER LOTS	5 LOTS (17.117 ACRES)
AREA WITHIN NORTHTOWN MUD	(22.214 ACRES)
AREA WITHIN AUSTIN CITY LIMITS	(10.559 ACRES)
SUBMITTAL DATE:	11/27/02



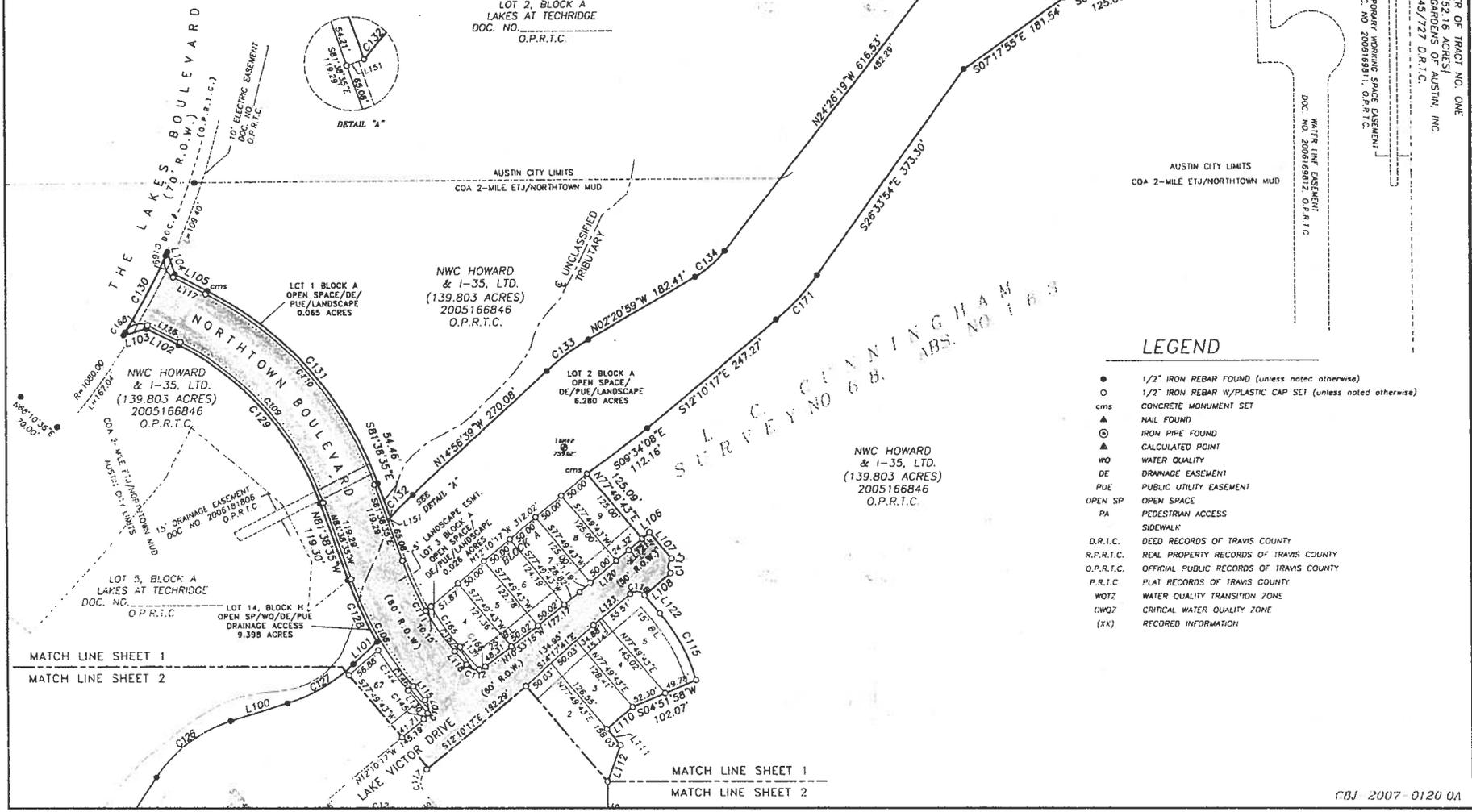
LOT 1, BLOCK A
LAKES AT TECHRIDGE
DOC. NO. _____
O.P.R.T.C.

TRACT 2
(15.094 ACRES)
KARL B. WAGNER, JR.
11549/275 R.P.R.T.C.



LOT 2, BLOCK A
LAKES AT TECHRIDGE
DOC. NO. _____
O.P.R.T.C.

REMAINDER OF TRACT NO. ONE
152.16 ACRES
PERPETUAL GARDENS OF AUSTIN, INC.
5945/727 D.R.I.C.
10' TEMPORARY WORKING SPACE EASEMENT
DOC. NO. 2006189911, O.P.R.T.C.



LEGEND

- 1/2" IRON REBAR FOUND (unless noted otherwise)
- 1/2" IRON REBAR W/PLASTIC CAP SET (unless noted otherwise)
- cms CONCRETE MONUMENT SET
- ▲ NAIL FOUND
- ⊙ IRON PIPE FOUND
- ▲ CALCULATED POINT
- WO WATER QUALITY
- DE DRAINAGE EASEMENT
- PUE PUBLIC UTILITY EASEMENT
- OPEN SP OPEN SPACE
- PA PEDESTRIAN ACCESS
- SIDEWALK
- D.R.I.C. DEED RECORDS OF TRAVIS COUNTY
- R.P.R.T.C. REAL PROPERTY RECORDS OF TRAVIS COUNTY
- O.P.R.T.C. OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY
- P.R.T.C. PLAT RECORDS OF TRAVIS COUNTY
- WOZ2 WATER QUALITY TRANSITION ZONE
- WOZ7 CRITICAL WATER QUALITY ZONE
- (XX) RECORDED INFORMATION

AMENDED PLAT OF
LAKES OF NORTHTOWN
SECTION ONE

SURVEY NO. 6 B. ABS. NO. 163
S.L.C. SPAININGHAM

NWC HOWARD
& I-35, LTD.
(139.803 ACRES)
2005166846
O.P.R.T.C.

MATCH LINE SHEET 1
MATCH LINE SHEET 2

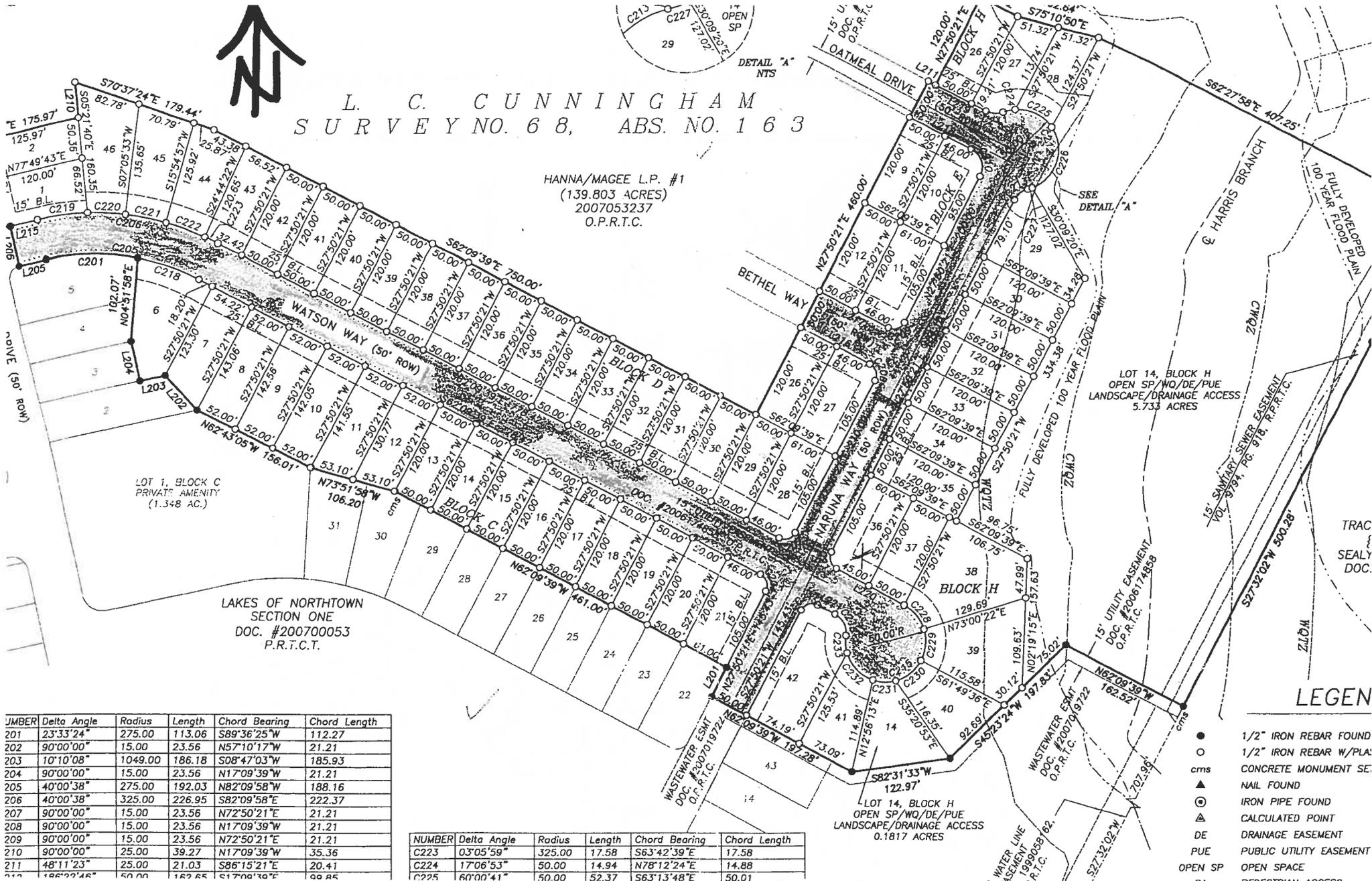
MATCH LINE SHEET 1
MATCH LINE SHEET 2

PROJECT NAME: HOWARD LAKE	SCALE: 1" = 100'
JOB NUMBER: 071-28-009	DATE: 11/27/02
DRAWN BY: L. LONGGARD & CLARE	CHECKED BY: L. LONGGARD & CLARE
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L. C. CUNNINGHAM
SURVEY NO. 68, ABS. NO. 163

HANNA/MAGEE L.P. #1
(139.803 ACRES)
2007053237
O.P.R.T.C.



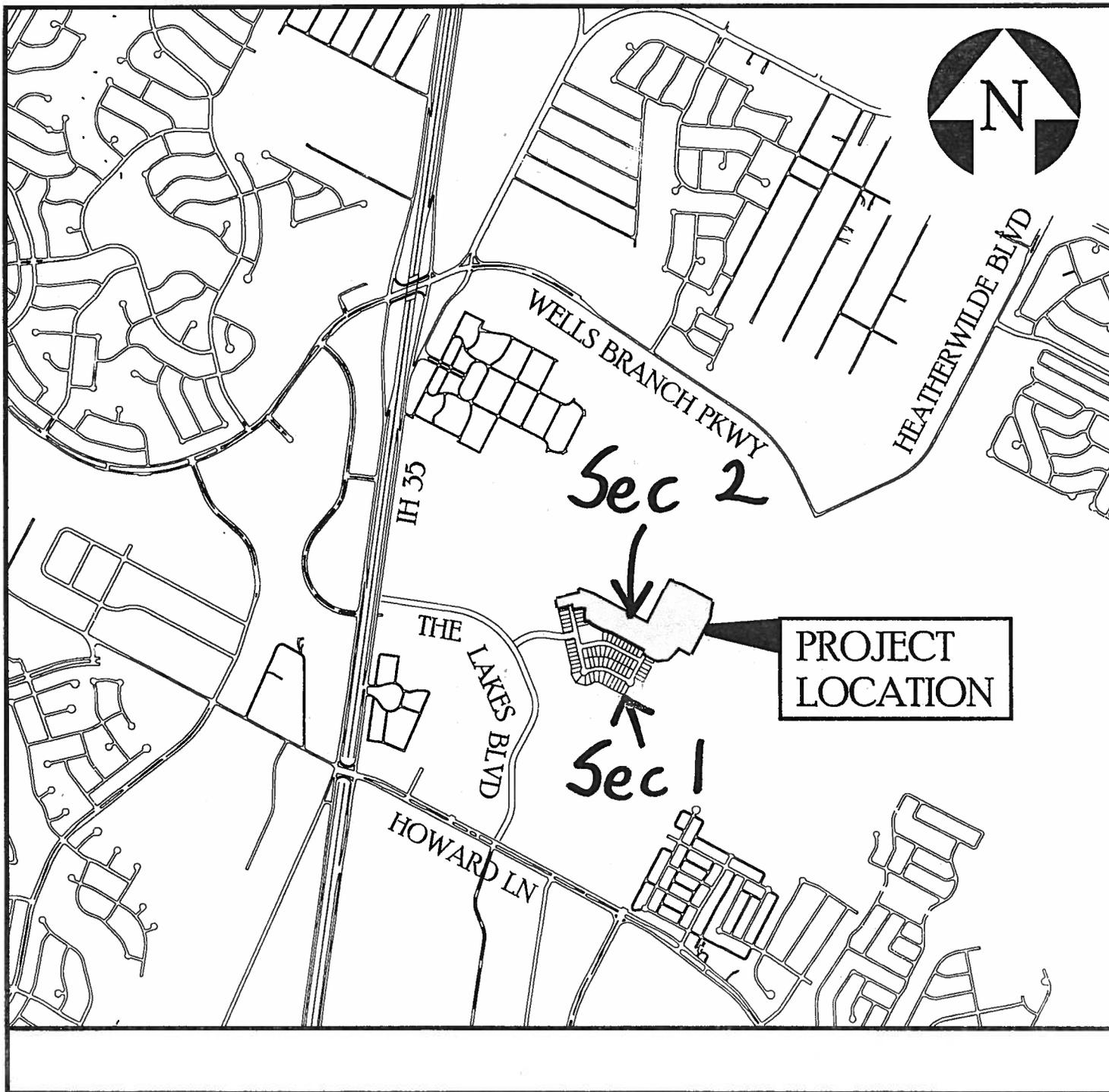
JMBER	Delta Angle	Radius	Length	Chord Bearing	Chord Length
201	23°33'24"	275.00	113.06	S89°36'25"W	112.27
202	90°00'00"	15.00	23.56	N57°10'17"W	21.21
203	10°10'08"	1049.00	186.18	S08°47'03"W	185.93
204	90°00'00"	15.00	23.56	N17°09'39"W	21.21
205	40°00'38"	275.00	192.03	N82°09'58"W	188.16
206	40°00'38"	325.00	226.95	S82°09'58"E	222.37
207	90°00'00"	15.00	23.56	N72°50'21"E	21.21
208	90°00'00"	15.00	23.56	N17°09'39"W	21.21
209	90°00'00"	15.00	23.56	N72°50'21"E	21.21
210	90°00'00"	25.00	39.27	N17°09'39"W	35.36
211	48°11'23"	25.00	21.03	S86°15'21"E	20.41
212	186°22'46"	50.00	162.65	S17°09'30"E	99.85

NUMBER	Delta Angle	Radius	Length	Chord Bearing	Chord Length
C223	03°05'59"	325.00	17.58	S63°42'39"E	17.58
C224	17°06'53"	50.00	14.94	N78°12'24"E	14.88
C225	60°00'41"	50.00	52.37	S63°13'48"E	50.01

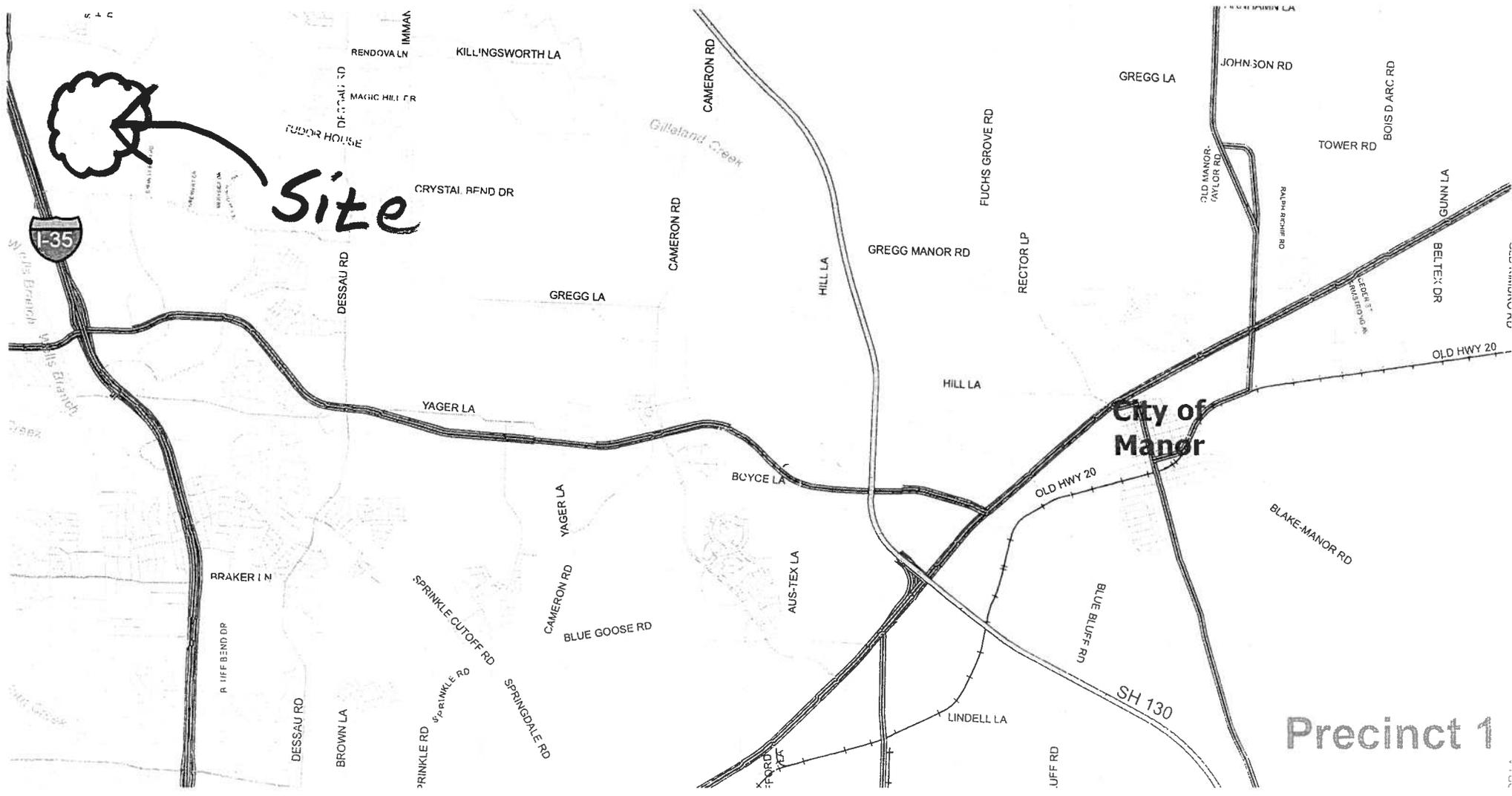
Lakes of Northtown, Section Two

LEGEND

- 1/2" IRON REBAR FOUND
- 1/2" IRON REBAR W/PLA
- cms CONCRETE MONUMENT SET
- ▲ NAIL FOUND
- ⊙ IRON PIPE FOUND
- △ CALCULATED POINT
- DE DRAINAGE EASEMENT
- PUE PUBLIC UTILITY EASEMENT
- OPEN SP OPEN SPACE
- DA DEFENESTRIATION ACCESS

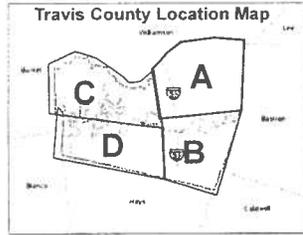


Lakes of Northtown, Sections One & Two

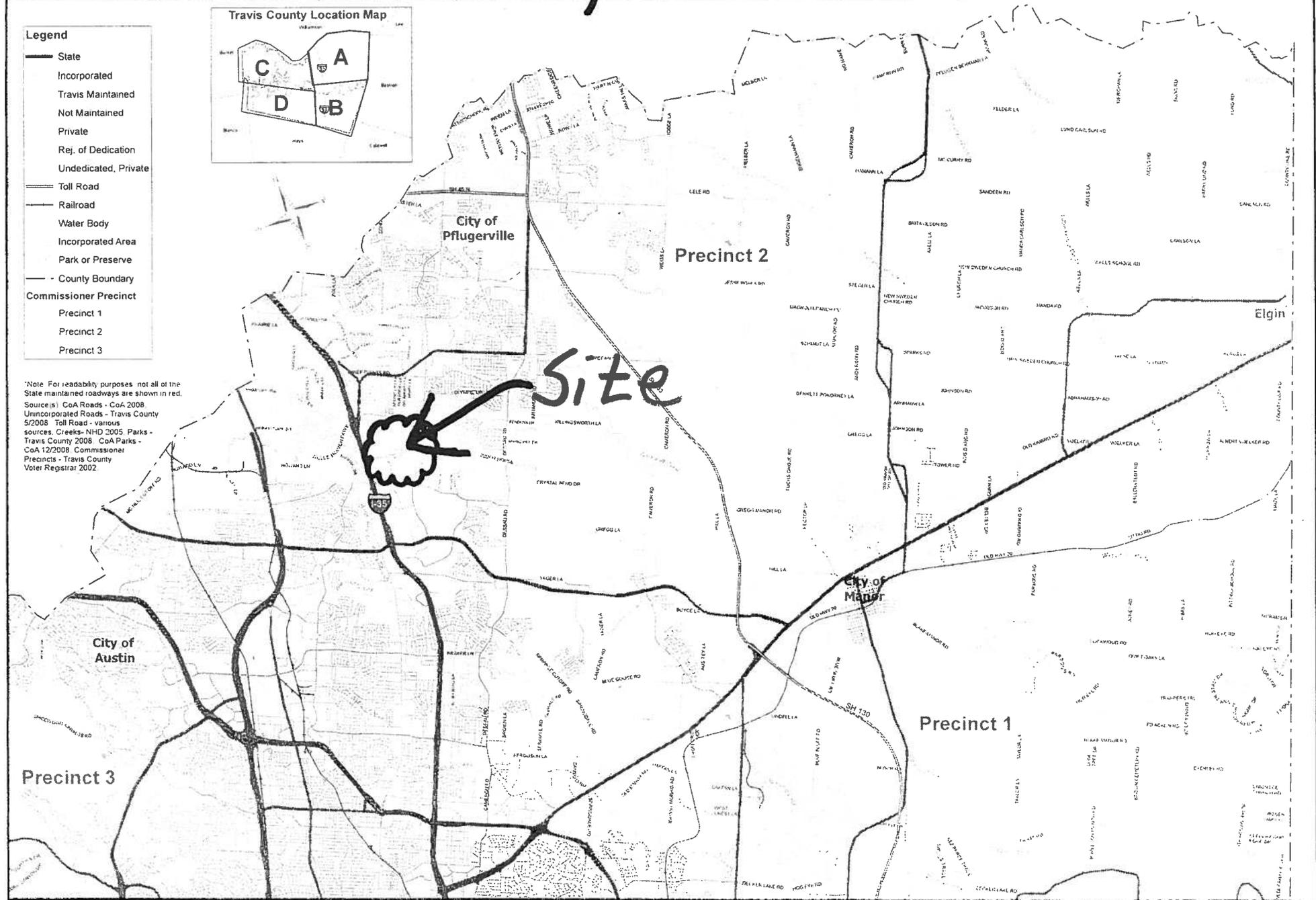


LAKES OF NORTH TOWN, SECTIONS ONE & TWO

- Legend**
- State
 - Incorporated
 - Travis Maintained
 - Not Maintained
 - Private
 - Reg. of Dedication
 - Undedicated, Private
 - == Toll Road
 - Railroad
 - Water Body
 - Incorporated Area
 - Park or Preserve
 - County Boundary
 - Commissioner Precinct
 - Precinct 1
 - Precinct 2
 - Precinct 3



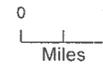
*Note: For readability purposes, not all of the State maintained roadways are shown in red.
 Source(s): CoA Roads - CoA 2008
 Unincorporated Roads - Travis County 5/2008
 Toll Road - various sources
 Creeks - NHD 2005
 Parks - Travis County 2008
 CoA Parks - CoA 12/2008
 Commissioner Precincts - Travis County Voter Registrar 2002



Map Disclaimer: This map was created for the Travis County Sign Crew for identifying Travis County's maintained roadways. The data is provided "as is" with no warranties of any kind. For questions, contact the Travis County GIS Coordinator at (512) 854-9383.

Text Scale:
 1 inch equals 1,002 miles
 1 inch equals 5,292 feet

Travis County Roadways, Map A



Map Prepared by: Travis County Dept. of Transportation & Historical Resources. Date: 6/4/2008
<http://www.co.travis.tx.us/maps>

Travis County Commissioners Court Agenda Request

Voting Session: 12/09/08
(Date)

Work Session: _____

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 the TNR Road and Bridge Fiscal Year 2008-09 Workplan including Road Maintenance, Parks and Facilities Projects.

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

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

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

- | | | | |
|------------------|------------|---------------|------------|
| Don Ward | - 854-9383 | Richard Duane | - 854-9383 |
| David Greear | -854-9383 | Terry Love | - 266-3314 |
| Howard Herrin | -854-9383 | Scott Lambert | - 854-9383 |
| Geena Rohan | -854-9383 | | |
| Jessica Rio-PBO | -854-4455 | | |
| Cynthia McDonald | -854-4239 | | |
| Charles Bergh | -854-9408 | | |
| Roger El Khoury | -854-4579 | | |

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Management 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 and Procedure

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

TRANSPORTATION AND NATURAL RESOURCES
JOSEPH P. GIESELMAN, EXECUTIVE MANAGER



411 West 13th Street
Executive Office Building, 11th Floor
P. O. Box 1748
Austin, Texas 78767
(512) 473-9383
FAX (512) 708-4697

November 26, 2008

MEMORANDUM

TO: Members of the Commissioners' Court
Planning & Budget Office

THROUGH: Joseph P. Gieselman, Executive Manager, TNR

FROM: Donald W. Ward, P.E., Director Road Maintenance and Fleet Services

SUBJECT: Consider and take appropriate action on the TNR Road and Bridge Fiscal Year 2008-09 Workplan including Road Maintenance, Parks and Facilities Projects.

Proposed Motion:

Consider and take appropriate action on the TNR Road and Bridge Fiscal Year 2008-09 Workplan including Road Maintenance, Parks and Facilities Projects.

Summary and Recommendation:

TNR staff compiled the proposed FY 2008-09 Workplan based on the recommendations of the 2004 Pavement Condition Survey Report prepared by Fugro Consultants LP, updated pavement management conditions by Road Maintenance personnel, field review of the projects and constituent requests. The project lists were inspected in the field by TNR Road and Bridge staff to ensure the recommended treatments was appropriate and, if deemed necessary, modifications were made to the list based on the field inspection, maintenance history, and proximity.

During the later part of FY 2008, the rising cost of asphalt dramatically impacted the operations of Road Maintenance in the fact that a reduction would be necessary in the future mileage of roadways/projects that are routinely maintained by overlays, surface treatments and reconstruction. Road Maintenance has been able to maintain the Court mandated 75% of Arterials in "Good to Fair" condition and 70% of all other roadways in "Good to Fair" condition at the present time. A new pavement condition survey will be completed in FY 2009 and all roadways will be analyzed as in the previous survey. This survey will provide an update and provide detailed information concerning the current condition of the County's roadway system.

Additionally, for the past several years the Eastern portion of Travis County has experienced dramatic developmental growth and the construction of SH 130. Unfortunately the impact of these two conditions has had a major impact on the roadway system in this area of the County.

Road and Bridge staff has analyzed a corridor five miles on either side of SH 130 and have found a significant lowering of the Overall Condition Index (OCI) which rates the condition of the roadway based upon numerous deterioration parameters. The roadway system is experiencing a decrease in numerous areas from "Good to Fair" to "Marginal to Poor" in 2 years or less. Significant resources have been spent and will need to be expended in this corridor to maintain the "Good to Fair" condition as stipulated in the 2005 TNR Strategic Plan approved by Court. As part of TNR's FY 2008-2009 Workplan, Road and Bridge will be continue utilizing Alternative Paving Techniques to achieve extended longevity, reduce unsafe roadway conditions and to improve the overall OCI for many roadways throughout the County.

Budgetary and Fiscal Impact:

The most recent unit costs for each category of roadway improvement was used to prepare the lists based on the Court approved budget for that category for FY 2008-09.

Issues and Opportunities:

Because current estimated costs are based on last year's project costs, TNR is not currently recommending that any potential savings be used for other projects until the true savings are realized.

Background:

In December 2004, Fugro submitted its final report for the 2004 Pavement Condition Survey of all Travis County roads to the Court. TNR extracted the proposed FY 2008-09 paving list from the recommended five-year paving Plan. Although the list is project specific, the recommendations are primarily at the network level, and therefore, must be field verified, and checked against the County's Maintenance History database. As a result, TNR staff had to make modifications to the list by deleting and adding projects based on priority. The proposed list includes approximately 86.6 miles of Surface Treatment, 6.7 miles of Reconstruction/Rehabilitation, 38 miles of HMAC Overlay, 21 miles of Alternative Paving, 6.6 miles of Conversion Roads and various Drainage Projects and numerous Pedestrian Way (sidewalk) projects.

cc: Richard Duane, TNR
Charles Bergh, TNR
Roger El Khoury
Donna Williams-Jones, TNR
Central File

BUDGET AMENDMENTS AND TRANSFERS

FY 2009

12/9/2008

AMENDMENTS

BA#	FUND	DEPT/DIV	ACT	ELM/OBI	Dept.	Line Item	Increase	Decrease	Pg #
A1	050	9800	981	9892	Reserves	Fund 050 Allocated Reserves		\$ 1,117	1
	050	1230	523	6099	ITS	Other Purchased Services	\$ 1,117		
A2	050	9800	981	9892	Reserves	Fund 050 Allocated Reserves		\$ 1,530	1
	050	1415	525	5004	Facilities	Reprs-Bldg Struct & Equip	\$ 1,530		
A3	050	9800	981	9892	Reserves	Fund 050 Allocated Reserves		\$ 2,780	8
	050	1250	523	3001	ITS	Office Equip,Furn & Supp	\$ 2,780		

TRANSFERS

BA#	FUND	DEPT/DIV	ACT	ELM/OBI	Dept.	Line Item	Increase	Decrease	Pg #
T1	001	1800	613	0701	Ag. Exten	Reg Salaries-Permnt Empl		\$ 77,967	10
	001	1800	613	2002	Ag. Exten	FICA - OASDI		\$ 4,835	
	001	1800	613	2003	Ag. Exten	Hospitalization		\$ 22,644	
	001	1800	613	2004	Ag. Exten	Life Insurance		\$ 237	
	001	1800	613	2005	Ag. Exten	Retirement Contribution		\$ 8,350	
	001	1800	613	2006	Ag. Exten	Worker's Compensation		\$ 152	
	001	1800	613	2007	Ag. Exten	FICA - Medicare		\$ 1,130	
	001	1800	613	9001	Ag. Exten	Co. Contr. To Grants	\$ 115,315		



PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

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

MEMORANDUM

TO: Members of Commissioners Court

FROM: Diana A. Ramirez, Sr. Budget Analyst *Diana Ramirez*

DATE: December 1, 2008

RE: Request by Justice of the Peace, Pct. 5 for \$2,647 from the Justice Court Technology Fund (Fund 050) Allocated Reserve for Electrical Work and Data Ports

JP5 is requesting that \$2,647 be transferred to ITS and Facilities Management Department to allow them to provide electrical outlets and data ports in the area recently obtained from the District Clerk's Office in the HMS Courthouse. The new outlets and ports will allow staff and existing copy machines to be relocated within the office suite.

The current balance in the Fund 050 Allocated Reserve is \$570,044. PBO concurs with this request.

cc: The Honorable Herb Evans, Justice of the Peace, Pct. 5
Gloria Aleman, Office Manager, JP5
Nick Macik, Todd Floyd, Joe Harlow, ITS
Lloyd Evans, Amy Draper, Roger El Khoury, FMD
Alicia Perez, Lynn Harper, Administrative Operations
Rodney Rhoades, Leroy Nellis, Jessica Rio, PBO

Budget Adjustment: 14081

Fyr _ Budget Type: 2009-Reg

Author: 12 - MACIK, NICHOLAS

Created: 11/25/2008 2:26:08 PM

PBO Category: Amendment

Court Date: Tuesday, Dec 9 2008

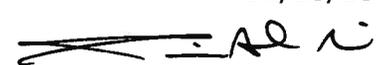
Dept: RESERVES

Just: CommCodeRq

Cabling Cost JP5

From Account	Acct Desc	Project	Proj Desc	Amount
050-9800-981-9892	ALLOCATED RESERVES			1,117
				<hr/>
				1,117
To Account		Project		Amount
050-1230-523-6099	OTHER PURCHASED SERVICES			1,117
				<hr/>
				1,117

Approvals	Dept	Approved By	Date Approved
Originator	12	NICHOLAS MACIK	11/25/2008 02:34:23 PM
DepOffice	12	NICHOLAS MACIK	11/25/2008 02:34:27 PM
DepOfficeTo	12	NICHOLAS MACIK	11/25/2008 02:37:10 PM

 AD N Dec. 2, 2008

2

Budget Adjustment: 14093

Fyr _ Budget Type: 2009-Reg
PBO Category: Amendment
Just: Other

Author: 14 - DRAPER, AMY
Court Date: Tuesday, Dec 9 2008
Transfer funds from reserve for JP5 project

Created: 11/26/2008 11:30:08 AM
Dept: RESERVES

From Account	Acct Desc	Project	Proj Desc	Amount
050-9800-981-9892	ALLOCATED RESERVES			1,530
				1,530
To Account		Project		Amount
050-1415-525-5004	REPRS-BLDG STRUCT & EQUIP			1,530
				1,530

Approvals	Dept	Approved By	Date Approved
Originator	14	AMY DRAPER	11/26/2008 11:30:13 AM
DepOffice	14	AMY DRAPER	11/26/2008 11:30:14 AM
DepOfficeTo	14	AMY DRAPER	11/26/2008 11:30:16 AM

 AL N Dec. 7, 2008.

W

From: Gloria Aleman
To: Ramirez, Diana
Date: 11/24/2008 2:08 PM
Subject: Work Stoppage Budget Request for \$2,647.00 from Technology Fund
Attachments: CH 1st - 490907.xls; Znon 11-20-County Courthouse rm 117. -plug under panel .pdf

CC: Evans, Lloyd; Floyd, Todd
Work Stoppage Budget Request for \$2,647.00 from Technology Fund

For: Electrical Work
To: Facilities
Amount: \$1,530
Account Number: 001-1415-525-5004

For: Data Ports
To: ITS
Amount \$1,117.00
Account Number: 001-1230-523-6099

Diana,

Attached are the two estimates. The estimate from Todd Floyd, ITS is \$2,116.37, he sent a follow up e-mail to deduct \$1,000 off the estimate because ITS received FY09 funds for two new FTE's. The other estimate is from Lloyd Evans with Facilities.

Funds are needed to provide electricity for the new employees and to move copiers from the current location. The copier from the criminal section must be moved from the lobby area because the copier will also serve as the printer for this section. The copier from the civil division will be moved to the expanded area recently obtained from the District Clerk's office. Please advise me on what I need to do to transfer funds. Thank You

7

Last Updated 12-5-08 at 5:10pm



Estimate Form

509 W 11th St.

Austin, TX 78664

Phone: (512) 854-4998

Fax: (512) 854-9711

November 13, 2008

Memo to: Titus Systems - Shaun Holmes

From: ITS - Todd Floyd

Subject: 1000 Guadalupe - Courthouse

Project: JP 5 - 1st Floor - Work Order # 490907 - Routine

Contact: gloria.aleman@co.travis.tx.us

Phone: 854-9048

Scope: Install three (3) SIO's for furniture at back side of the office area. Install one (1) SIO for a printer loaction. See Gloria Aleman for locations.

Item #	Description	Quantity	Unit Price	Total
3	Installation of one (1) dual data & one (1) single voice SIO	4	498.31	1,993.24
138	Installation of 8' of wiremold uniduct latching raceway	2	35.45	70.90
135	Installation of one (1) wiremold single gang device box	3	17.41	52.23
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00

Sub-Total: \$2,116.37
 Shipping & Handling: \$0.00
 Applicable Tax Rate: 8.25%
 Taxes: \$0.00

Total: \$ 2,116.37

Last Updated 12-5-08 at 5:10pm

Note: Enter totals for Labor & Subcontract Items, on Job/Project Summary Sheet, Section - IV, 4.0

Z-NON ELECTRIC INC.

IBF#B040090-JT

Page 23 of 46

ELECTRICAL ESTIMATING FORM MATERIALS PRICING

Contract # 07T00267NB

LOCATION: 1000 Guadalupe St. #117 SHEET # 3 OF 3

JOB/PROJECT WORK: Travis County/County Courthouse-install new dkt for desks, install rec. for copier/c/oLloyd

Table with columns: ID#, DESCRIPTION, QTY, COST, EXCOST, DATE, UNIT PRICE, AMOUNT. Includes items like WM Steel Tele-Power Poles, 1/2" Flex Conduit, EMT Conduit, etc.

ary Sheet, Section - IV, 4.0

From: Randy Lott
To: Diana Ramirez
Date: 11/19/2008 4:00 PM
Subject: Fwd: JP Technology Funds for JP Printing - New Dorado system--11/19 p.m. update

Jackie says the refined amount required is \$2,780.

>>> Jackie Goodfellow 11/19/2008 12:18 PM >>>

Randy,

As I discussed with you yesterday, ITS is approaching the application testing phase on the new Dorado system. In working with the JP offices we are intimately aware of the printing they must do to produce receipts and labels. We know that they are using a variety of dot matrix printers that work just fine right now, although some of them are very old.

I am requesting funding from the JP technology funds to standardize their dot matrix printing. Preliminary testing has shown the Epson FX-890n to be the printer of choice. Some of the offices already have this printer. The JPs need 7 additional printers. Each office requires 2 printers, except JP3, who requires 4 because of their location.

The funding necessary to purchase the printers is \$3250.00. Please let me know as soon as possible as I must order this week, if we are to have these for testing.

Thanks,
Jackie

*PBO concurs.
D Ramirez
12/1/08*

Budget Adjustment: 14085

Fyr_ Budget Type: 2009-Reg

Author: 12 - MACIK, NICHOLAS

Created: 11/25/2008 3:31:49 PM

PBO Category: Amendment

Court Date: Tuesday, Dec 9 2008

Dept: RESERVES

Just: CommCodeRq

6 Dot Matrix Printers for JPs

From Account	Acct Desc	Project	Proj Desc	Amount
050-9800-981-9892	ALLOCATED RESERVES			2,780
				<hr/>
To Account		Project		Amount
050-1250-523-3001	OFFICE EQUIP,FURN, & SUPP			2,780
				<hr/>
				2,780

Approvals	Dept	Approved By	Date Approved
Originator	12	NICHOLAS MACIK	11/25/2008 03:32:03 PM
DepOffice	12	NICHOLAS MACIK	11/25/2008 03:35:24 PM
DepOfficeTo	12	NICHOLAS MACIK	11/25/2008 03:36:36 PM

 . Ali Dec. 2, 2008



PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

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

MEMORANDUM

TO: Commissioners Court
Travis R. Gatlin
FROM: Travis R. Gatlin, Sr. Planning and Budget Analyst
DATE: November 25, 2008
RE: HHS & VS Internal Budget Transfer for AmeriCorps Grant Cash Match

The Health and Human Services and Veterans Services has submitted a budget transfer for the AmeriCorps grant cash match. The transfer totals \$115,315 and the funding for this purpose was identified by the department during the FY 09 budget process. The funds are from savings from vacant positions held open within the Texas AgriLife Extension specifically for the match. The budget transfer requires Commissioners Court approval per the budget rules since the savings are from their salary budget. The department has used the savings from these positions for the match for the last several years.

PBO recommends approval of the requested internal budget transfer.

cc: Sherri Fleming, Health and Human Services and Veterans Services
Robert Richter, Texas AgriLife Extension
Lillianne Goeders, Extension Agent, 4-H CAPITAL
Kathleen Haas, Health and Human Services and Veterans Services
John Bradshaw, Health and Human Services and Veterans Services
Ellen Heath, Financial Analyst, Travis County Auditor's Office
Rodney Rhoades, Planning and Budget Office
Leroy Nellis, Planning and Budget Office

Budget Adjustment: 13924

Fyr _ Budget Type: 2009-Reg
 PBO Category: Transfer
 Just: CommCodeRq

Author: 58 - BRADSHAW, JOHN
 Court Date: Tuesday, Dec 9 2008
 This is the County Contribution to Grant for the FY'09 AmeriCorps program.

Created: 11/6/2008 2:57:31 PM
 Dept: CO. AGRICULTURAL EXT SERV

From Account	Acct Desc	Project	Proj Desc	Amount
001-1800-613-0701	REG SALARIES-PERMNT EMPL			77,967
001-1800-613-2002	FICA TAX - OASDI			4,835
001-1800-613-2003	HOSPITALIZATION			22,644
001-1800-613-2004	LIFE INSURANCE			237
001-1800-613-2005	RETIREMENT CONTRIBUTION			8,350
001-1800-613-2006	WORKER'S COMPENSATION			152
001-1800-613-2007	FICA TAX - MEDICARE			1,130
				115,315
To Account		Project		Amount
001-1800-613-9001	CO. CONTR. TO GRANTS			115,315
				115,315

Approvals	Dept	Approved By	Date Approved
Originator	58	JOHN BRADSHAW	11/21/2008 10:06:35 AM
DepOffice	58	KATHLEEN HAAS	11/21/2008 10:07:08 AM

 ALI Dec 2, 2009

Allocated Reserve Status (001-9800-981-9892)

Last Updated 12-5-08 at 5:10pm

Amount	Dept Transferred Into	Date	Explanation
\$6,632,457			Beginning Balance
(\$71,830)	Criminal Courts	10/28/08	Permission to continue-Drug Court Program
(\$4,356)	Cons. Pct. 2	11/4/08	3rd Amendment-Village of the Hills Interlocal for Law Enforcement Services
(\$4,620)	Records Management	11/4/08	Budget Line Item Correction
(\$25,000)	TNR	11/18/08	Envision Central Texas
(\$4,821)	TNR	11/25/08	Traffic Citations
(\$59,553)	General Administration	12/2/08	Intergovernmental Relations Coordinator
\$6,462,277 Current Balance			

Possible Future Expenses Against Allocated Reserve Previously Identified:

Amount	Explanation
(\$100,000)	Indigent Attn Costs: County Court at Law #8
(\$300,000)	Indigent Attn Costs: Capital Murder Case Costs
(\$39,900)	Ad Space for November Polling Places
(\$158,125)	Resources for Fail Safe Voting
(\$20,000)	Hazmat
(\$16,000)	Hazmat Equipment Maintenance
(\$80,000)	Postage
(\$80,000)	Records Storage
(\$20,000)	Aviation Software
(\$300,000)	Fuel Price Increase
(\$63,500)	Cadaver Contract Increase
(\$50,000)	Appraisal District Fee
(\$100,000)	Family Drug Treatment Court
(\$347,110)	Utility Cost Increase
(\$15,000)	Copy Paper
(\$2,650)	Intergovernmental Relations support
(\$300,000)	Indigent Attn Costs: Capital Murder Cases
(\$184,778)	Drug Court
(\$29,302)	Bilingual Supplemental Pay
(\$294,083)	COA Public Health Interlocal
(\$100,000)	General Fund Subsidy
(\$700,000)	Reserve for Economic Downturn
(\$230,000)	Reserve for Cost Increases
(\$3,530,448)	Total Possible Future Expenses (Earmarks)

\$2,931,829 Remaining Allocated Reserve Balance After Possible Future Expenditures

Capital Acquisition Resources Account Reserve Status (001-9800-981-9891)
 Last Updated 12-5-08 at 5:10pm

Amount	Dept Transferred Into	Date	Explanation
\$2,865,553			Beginning Balance
\$67,125	Criminal Courts	10/27/08	Return CAR Funding for CCC#8 - Sound System was funded mid-year FY08
\$4,620	ITS Centralized Comp.Serv	11/4/08	Budget Line Item Correction
(\$28,000)	Facilities	11/18/08	Rebudgeting correction HMS Courthouse HVAC Phase 4 Project
\$2,909,298 Current Reserve Balance			

Possible Future Expenses Against CAR Identified During the FY09 Budget Process:

Amount	Explanation
(\$95,500)	Failing Vehicles Contingency
(\$30,000)	Aviation Software
(\$125,500) Total Possible Future Expenses (Earmarks)	

\$2,783,798 Remaining CAR Balance After Possible Future Expenditures

Compensation Reserve Status (001-9800-981-9803)

Amount	Dept Transferred Into	Date	Explanation
\$5,980			Beginning Balance - Bilingual Pay
\$5,980 Current Reserve Balance			

Health & Human Services Reserve Status (001-9800-981-9817)

Amount	Dept Transferred Into	Date	Explanation
\$400,000 (\$215,000)	HHS	11/25/08	Beginning Balance Workforce Development RFS
\$185,000 Current Reserve Balance			

Fuel & Utility Reserve Status (001-9800-981-9819)

Amount	Dept Transferred Into	Date	Explanation
\$1,108,121			Beginning Balance
\$1,108,121 Current Reserve Balance			

Planning Reserve Status (001-9800-981-9821)

Amount	Dept Transferred Into	Date	Explanation
\$700,000			Beginning Balance
\$700,000 Current Reserve Balance			

Annualization Reserve Status (001-9800-981-9890)

Amount	Dept Transferred Into	Date	Explanation
\$2,347,947			Beginning Balance
\$2,347,947 Current Reserve Balance			

Unallocated Reserve Status (001-9800-981-9898)

Amount	Dept Transferred Into	Date	Explanation
\$41,384,029			Beginning Balance
\$41,384,029 Current Reserve Balance			

BEFIT Auditor Reserve Status (001-9800-982-9902)

Amount	Dept Transferred Into	Date	Explanation
\$621,663			Beginning Balance
\$621,663 Current Reserve Balance			

BEFIT HRMD Reserve Status (001-9800-982-9903)

Amount	Dept Transferred Into	Date	Explanation
\$82,420			Beginning Balance
\$82,420 Current Reserve Balance			

BEFIT ITS Reserve Status (001-9800-982-9904)

Amount	Dept Transferred Into	Date	Explanation
\$81,095			Beginning Balance
\$81,095 Current Reserve Balance			

BEFIT Purchasing Reserve Status (001-9800-982-9905)

Amount	Dept Transferred Into	Date	Explanation
\$214,822			Beginning Balance
\$214,822 Current Reserve Balance			

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Please consider the following item for:
12-09-08

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

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

- a) Approve grant contract to the U.S. Department of Labor for reimbursement to the Health and Human Services and Veterans Services Department for clothing and other items provided to homeless veterans at the Stand Down event on November 15, 2008.

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

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 #
Contracts								
a 58	Veterans' Employment and Training Service (Stand Down Grant)	1115/2008 - 11/16/2008	\$7,000				1	6

Notes:

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

FY 2009 Grants Summary Report Outstanding Grant Applications

The following is a list of grants for which application has been made and notification of award has not yet been received.

Dept	Name of Grant	Grant Amount	County Match	Local Funds (Donation)	FTEs	Cm. Ct. Approval Date
58	AmeriCorp	\$301,429	\$281,599		20	10/14/2008
49	Flood Mitigation Assistance Planning Grant	\$30,000	\$10,000			11/7/2008
37	Sheriff's Combined Auto Theft Task Force	\$145,928				11/18/2008
		\$477,357	\$291,599		20	

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)	FTEs	Cm. Ct. Approval Date
47	Emergency Management Performance Grant	\$67,200	\$67,200			10/7/2008
58	AmeriCorps	\$288,139.00	\$223,358		16	10/28/2008
45	Juvenile Justice and Delinquency Prevention (JJDP)- Intensive In-Home Family Services Grant	\$24,864.00	\$223,358			11/4/2008
58	Parenting in Recovery	\$500,000	\$91,203		1	11/4/2008
40	OVW FY08 Safe Havens: Supervised Visitation and Safe Exchange Grant Program	\$199,320				11/4/2008
37	Internal Affairs Software Upgrade	\$50,000				11/7/2008
37	Office of Community Oriented Policing Program	\$350,738				11/18/2008
37	State Criminal Alien Assistance Program (SCAAP)	\$1,239,273				11/18/2008
45	Byrne Memorial ISC Residential Programs	\$103,888			1	11/25/2008
23	Project Safe Neighborhoods	\$48,518			0.48	11/25/2008
23	Project Safe Neighborhoods Amendment to FY08	\$51,482			0.52	11/25/2008
58	Customer Assistance Program Plus 1 Funding			\$100,000		12/2/2008
58	Keeping the Warmth Program, Conservation & Energy			\$20,000		12/2/2008
		\$2,923,422	\$605,119	\$120,000	19.00	

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

f

FY 2009 Grants Summary Report

Permission to Continue

Dept	Name of 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
24	Drug Diversion Court	\$188,474.00			1		10/21/2008
Total Outstanding		\$272,893.75	\$ -		2.00		

CR

GRANT SUMMARY SHEET

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

Department/Division:	Travis County Health and Human Services and Veterans Service
Contact Person/Title:	John C. Bradshaw/ Contract Specialist
Phone Number:	854-4277

Grant Title:	Veterans' Employment and Training Service (Stand Down Grant)		
Grant Period:	From:	11/15/2008	To: 11/16/2008
Grantor:	U.S. Dept. of Labor		

Check One:	New: <input checked="" type="checkbox"/>	Continuation: <input type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	One-Time Award: <input checked="" type="checkbox"/>	Ongoing Award: <input 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
Operating:	7,000					7,000
Capital Equipment:						0
Indirect Costs:						0
Total:	7,000	0	0	0	0	7,000
FTEs:						0.00

Auditor's Office Review: <input checked="" type="checkbox"/>	Staff Initials: <u>EH</u>
Auditor's Office Comments:	
County Attorney's Office Contract Review: <input checked="" type="checkbox"/>	Staff Initials: <u>MG</u>

Performance Measures	Projected FY 09 Measure	Progress To Date:				Projected FY 10 Measure
		12/31/08	3/31/09	6/31/09	9/30/09	
Applicable Depart. Measures						
Veteran contacts	15,075					15,075
Measures For Grant						
Veterans served	150					150
Outcome Impact Description	Event will connect homeless veterans to needed services and referrals. Grant funds will provide T shirts, socks, underwear, shoes, and back packs for 150 homeless veterans.					
Outcome Impact Description						

6

Outcome Impact Description

PBO Recommendation:

Health and Human Services and Veterans Services (HHS & VS) is requesting Commissioners Court approval of a contract with the Department of Labor to reimburse Travis County for clothing and other items provided to homeless veterans at the Stand Down event on November 15, 2008. The event offered a variety of services and referrals to homeless veterans to enhance employment and self-sustainment. Expenditures will be reclassified against the grant once funds are certified. The Ending Community Homelessness Coalition (ECHO) also contributed \$3,000 to the event.

PBO recommends Commissioner Court approval of this request.

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?

This grant will be used to purchase clothing items for a Stand Down event for homeless veterans to be held on November 15, 2008. Travis County Health and Human Services and Veterans Service has purchased the items using General Fund money and will reclass this expense to the grant once the grant is approved and the funds certified.

A Stand Down is a community event where a variety of services and referrals for services are provided. The services provided at a Stand Down are often the catalyst that enables homeless veterans to get back into mainstream society. Stand Down activities must enhance employment and training opportunities or promote self-sustainment for homeless veterans. Typical services include temporary shelter, showers, haircuts, meals, clothing, health screenings, immunizations, legal services, benefits information, employment and training opportunities, etc.

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

None.

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

The grant does not require a cash or in-kind match.

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

The grant does not allow payment of administrative costs.

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

Yes.

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

NA

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.

Helping veterans is the core mission of Veterans Service. This grant will fund outreach services for homeless veterans.



**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: November 17, 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: Veterans Service grant from U.S. Department of Labor

Proposed Motion:

Consider and take appropriate action to approve a \$7,000 grant from the U.S. Department of Labor to help homeless veterans.

Summary and Staff Recommendation:

Grant funds will pay for T-shirts, socks, underwear, shoes and backpacks that were given to homeless veterans at a Stand Down event on November 15, 2008 at the Pan American Recreation Center in East Austin. The event offered a variety of services and referrals for homeless veterans. Typical services include temporary shelter, showers, haircuts, meals, clothing, health screenings, immunizations, legal services, benefits information, employment and training opportunities, etc.

TCHHSVS staff recommends approving this grant.

Budgetary and Fiscal Impact:

The grant is for \$7,000. Travis County is not required to provide a cash or in-kind match. TCHHSVS purchased the items for the Stand Down event using General Fund money. This expense will be reclassified to the grant once the grant is approved and the funds certified.

Issues and Opportunities:

The services provided at a Stand Down event are often the catalyst that enables homeless veterans to get back into mainstream society.

Background:

Stand Down activities must enhance employment and training opportunities or promote self-sustainment for homeless veterans.

Cc: Olie Pope, Director, Travis County Veterans Service
Susan A. Spataro, CPA, CMA, Travis County Auditor
Jose Palacios, Chief Assistant County Auditor
Ellen Heath, Financial Analyst, Travis County Auditor's Office
Mary Etta Gerhardt, Assistant County Attorney
Rodney Rhoades, Executive Manager, Planning and Budget Office
Travis Gatlin, Analyst, Planning and Budget Office
Cyd Grimes, C.P.M., Travis County Purchasing Agent
Rebecca Gardner, Assistant Purchasing Agent, Travis County Purchasing Office



November 06, 2008

Samuel Biscoe
TRAVIS COUNTY-VETERANS' SERVICES
100 N. IH35, SUITE 2400
AUSTIN, TEXAS 78701

Dear Samuel Biscoe:

Congratulations, your organization has been awarded a U.S. Department of Labor, Veterans' Employment and Training Service award number **HV-18082-09-60-5-48**. The following key points of information are provided to highlight important grant/cooperative agreement requirements and to assist you in successfully performing your program.

Paragraph II, payments under the grant/cooperative agreement will be made by HHSPMS. Inquiries should be made to Gene Contee at (202) 693-4479 or at the following address: U.S. Department of Labor, Office of Financial Services, Room S 5526, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

Reporting requirements and individuals to whom copies of reports must be sent are listed in **paragraph II and III** of the grant/cooperative agreement Special Provisions.

Technical monitoring of your performance will be made by the individual identified in **paragraph IV** of the grant/cooperative agreement Special Provisions. This person should also be your first contact for technical questions.

If there are any questions, please call Helen Williams at (202) 693 4570. Thank you for your cooperation and we look forward to a continued productive relationship during the life of this grant.

Sincerely,

Cassandra R. Mitchell

CASSANDRA MITCHELL



NOTICE OF AWARD

AGREEMENT NUMBER: HV-18082-09-60-5-48

AGREEMENT PERIOD: November 15, 2008 THROUGH November 16, 2008

AMOUNT OF FEDERAL FUNDING: \$7,000.00

APPROPRIATION NUMBER: 5911-VTDA-4143-79000-HVP

GRANTEE'S NAME AND ADDRESS: TRAVIS COUNTY THROUGH
TRAVIS COUNTY VETERANS' SERVICES
100 N. IH35, SUITE 2400
AUSTIN, TEXAS 78701

ISSUING OFFICE

U.S. Department of Labor
Procurement Services Center
200 Constitution Avenue, N.W.
Rm. S-4307
Washington, D.C. 20210

This grant is funded by the U.S. Department of Labor, Veterans' Employment and Training Service, hereinafter referred to as grantor, in support of the TRAVIS COUNTY VETERANS, hereafter referred to as recipient. The purpose of this grant is to enhance employment and training opportunities or to promote self-sustainment for homeless veterans. This grant incorporates the following additional documents and will be administered in accordance therewith.

1. Special Provisions (attached)
2. General Provisions (attached)
3. The recipient's Application for Federal Assistance, dated September 9, 2008 (incorporated by reference)
4. The recipient's approved budget (attached)
5. After Action Report (attached)

APPROVED FOR THE GRANTOR:

Cassandra R. Mitchell

CASSANDRA MITCHELL

DATE: 11/06/08

Grant Modification / Notice of Obligation

U.S. DEPARTMENT OF LABOR / VETERANS EMPLOYMENT AND TRAINING SERVICE

GRANT MODIFICATION		No. 0	PROJECT: Homeless Veterans (HVRP)	CFDA: 17.805
GRANT NUMBER: HV-18082-09-60-5-48	EIN: 746000192	EFFECTIVE DATE: 11/15/2008	PAGE 1 of 1	
GRANTEE: TRAVIS COUNTY THROUGH TRAVIS COUNTY VETERANS' SERVICES 100 N. IH35, SUITE 2400 AUSTIN, TEXAS 78701		ISSUED BY U.S. DEPARTMENT OF LABOR 200 CONSTITUTION AVENUE NW - ROOM S-4307 OASAM OFFICE OF PROCUREMENT SERVICES WASHINGTON, DC 20210		

Action:

Period of Performance is for one day only. Due to HHS/PMS limitations an additional day is required.

PROGRAM	CURRENT LEVEL	Mod 0 MODIFICATION	NEW LEVEL	PMS DOC #
VETS-Homeless Veterans Program PY 09 09-5911-VTDA-4143-79000-HVP	\$0.00	\$7,000.00	\$7,000.00	HV18082HV9
TOTAL FUND AVAILABILITY	\$0.00	\$7,000.00	\$7,000.00	

Except as modified, all terms and conditions of said grant /agreement remain unchanged and in full effect.

Approved by Cassandra R. Mitchell

Date Signed 11/06/2008

CASSANDRA MITCHELL

Grant Officer

BY:

Samuel T. Biscoe
Travis County Judge

Date

14

BUDGET INFORMATION - Non-Construction Programs

SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. VETS	Funding Opp. 17-805	\$	\$	\$ 7,000.00	\$ 3,000.00	\$ 10,000.00
2.						0.00
3.						0.00
4.						0.00
5. Totals		\$ 0.00	\$ 0.00	\$ 7,000.00	\$ 3,000.00	\$ 10,000.00

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)	
	(1)	(2)	(3) VETS	(4) VETS		
a. Personnel	\$	\$	\$	\$	0.00	
b. Fringe Benefits					0.00	
c. Travel					0.00	
d. Equipment					0.00	
e. Supplies			7,000.00	3,000.00	10,000.00	
f. Contractual					0.00	
g. Construction					0.00	
h. Other					0.00	
i. Total Direct Charges (sum of 6a-6h)		0.00	0.00	7,000.00	3,000.00	10,000.00
j. Indirect Charges			0.00	0.00	0.00	
k. TOTALS (sum of 6i and 6j)	\$	\$ 0.00	\$ 0.00	\$ 7,000.00	\$ 3,000.00	\$ 10,000.00
7. Program Income	\$	\$	\$ 0.00	\$ 0.00	\$ 0.00	

Authorized for Local Reproduction

SECTION C - NON-FEDERAL RESOURCES				
(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS
8. VETS ECHO	\$	\$	\$ 3,000.00	\$ 3,000.00
9.				0.00
10.				0.00
11.				0.00
12. TOTAL (sum of lines 8-11)	\$ 0.00	\$ 0.00	\$ 3,000.00	\$ 3,000.00

SECTION D - FORECASTED CASH NEEDS					
	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$ 7,000.00	\$ 7,000.00	\$	\$	\$
14. Non-Federal	3,000.00	3,000.00			
15. TOTAL (sum of lines 13 and 14)	\$ 10,000.00	\$ 10,000.00	\$ 0.00	\$ 0.00	\$ 0.00

SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT				
(a) Grant Program	FUTURE FUNDING PERIODS (Years)			
	(b) First	(c) Second	(d) Third	(e) Fourth
16. VETS	\$ 7,000.00	\$	\$	\$
17.				
18.				
19.				
20. TOTAL (sum of lines 16-19)	\$ 7,000.00	\$ 0.00	\$ 0.00	\$ 0.00

SECTION F - OTHER BUDGET INFORMATION	
21. Direct Charges:	22. Indirect Charges:
23. Remarks:	

STAND DOWN AFTER ACTION REPORT

(Please print or type legibly)

1. City/State of Stand Down _____
2. Is this the organization's first Stand Down? Yes No
3. What was the date of the Stand Down? _____
4. How many days did the event take place? One Two Three Other _____
(Specify)
- 4a. If more than a one-day event, were sleeping arrangements provided? Yes No
5. Was the Stand Down held indoors or outdoors? Indoors Both Outdoors
6. Were the following services provided?

Health Services	Yes	No
Social Security benefit counseling	Yes	No
Agent Orange Info/Counseling	Yes	No
Hepatitis C Screening/Testing	Yes	No
HIV/AIDS Info/Counseling	Yes	No
Housing/Shelter Referral	Yes	No
Mental Health Services	Yes	No
Substance Abuse Services	Yes	No
Social and Community Services	Yes	No
Employment and Job Training Assistance	Yes	No
Legal Services	Yes	No
Veterans Benefit Counseling		
Veterans Administration	Yes	No
Other _____	Yes	No
Women Veterans specific	Yes	No
Veterans Spouses/Companions	Yes	No
Veterans Children	Yes	No
Personal Care Kits	Yes	No
Clothing (Cold weather, Underwear, or Boots)	Yes	No
Food (Lunch/Dinner/Snacks/Drinks)	Yes	No
Other (Specify) _____		
7. How many persons attended the Stand Down?
 Male Homeless Veterans: _____

 Female Homeless Veterans: _____
8. Were transportation services made available to help veterans get to the Stand Down? Yes No
9. How much was the total Stand Down cash budget (not counting in-kind contributions)?

Less than \$5,000	\$5,001 to \$7,500	\$7,501 to \$10,000
\$10,001 to \$15,000	\$15,001 to \$20,000	\$20,001 to \$25,001
\$25,001 to \$30,000	\$30,001 to \$35,000	Over \$35,001

Was any of the above cash budget received from Department of Veterans Affairs? Yes No
10. What monetary valuation would you put on the in-kind contribution of goods and services?

Less than \$25,000	\$25,001 to \$50,000	\$50,001 to \$100,000
\$100,001 to \$250,000	\$250,001 to \$500,000	\$500,001 to \$750,000
Over \$750,000		
11. How many volunteers participated? _____

Name of person filing this report: _____

Address: _____ Phone: _____

Signature: By: _____ Date: _____

GENERAL PROVISIONS
GRANTS AND COOPERATIVE AGREEMENTS

I. ADMINISTRATIVE PROVISIONS

This grant is subject to the following administrative standards and provisions, if applicable (Note: the term grant shall be understood to mean either a grant or cooperative agreement. The term grantee shall be understood to mean either a grantee or recipient of Federal Assistance):

- A. 29 CFR Part 95 - Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-profit Organizations, and with Commercial Organizations. (Does not apply to grants with state and local Governments and Indian Tribes);
- B. 29 CFR Part 97, Uniform Administrative Requirements for grants and Cooperative Agreements to State and Local Governments);
- C. 29 CFR Part 96 - Audits of Federally Funded Grants, Contracts and Agreements.
- D. 29 CFR Part 93 - Lobbying.
- E. 29 CFR Part 98 - Federal standards for Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants).
- F. 29 CFR Part 99 - Audits of States, Local Governments, and Non-profit Organization.
- G. 29 CFR Parts 30,31,32,33 and 36 - Equal Employment Opportunity in Apprenticeship and Training; Nondiscrimination in Federally-Assisted Programs of the Department of Labor, Effectuation of Title VI of the Civil Rights Act of 1964; Nondiscrimination on the Basis of Handicap in Programs and Activities; and Nondiscrimination on the basis of sex in Education programs receiving or benefiting from Federal Financial Assistance.

Principles or other conditions contained in the grant.

B. Grants shall be closed out in accordance with the following procedures.:

1. Upon request, the grantor shall make prompt payments to a grantee for allowable reimbursable costs under the grant being closed out.
2. The grantee shall immediately refund to the grantor any balance of unobligated (unencumbered) cash advanced to the grantee that is not authorized to be retained by the grantee for use on other grants.
3. Within 90 days after completion of the grant the grantee shall submit all financial, performance and other reports required by the Grant Officer to close out the grant. The Grant Officer may authorize extensions when requested by the grantee.
4. The Grant Officer shall make a settlement for any upward or downward adjustments to the Federal share of costs after these reports are received.
5. In the case of grants which include match/in-kind contributions, the grantee has a legal requirement to provide the total amount of match/in-kind contribution indicated on the face sheet of the agreement, as amended. Failure to provide this level of match/in-kind contribution shall result in the disallowance of all or part of otherwise allowable Federal share costs, equal to the total match/in-kind share committed to, less the share actually provided.
6. The grantee shall account for any property acquired with grant funds, or received from the Government in accordance with the provisions of 29 CFR Part 95, or 29 CFR Part 92.50(b)(15), whichever is applicable
7. In the event a final audit has not been performed prior to the closeout of the grant, the grantor shall retain the right to recover an appropriate amount

after fully considering the recommendations on disallowed costs resulting from the final audit.

VII. SUSPENSION AND TERMINATION PROCEDURES

A. Definitions

1. Termination. Termination means the permanent withdrawal of the authority to obligate previously awarded grant funds before that authority would otherwise expire. It also means the voluntary relinquishment of that authority by the grantee or subgrantee.
2. Suspension. Depending on the contract, suspension means either, (a) An action by the Grant Officer which temporarily suspends Federal assistance under the grant pending corrective action by the grantee or pending a decision to terminate the grant by the Grant Officer; or (b) An action taken by a suspension official implementing Executive Order 12549 to immediately exclude a person from participating in grant transactions for a period, pending completion of an investigation and such legal or debarment proceedings as may ensue.

B. When a grantee has failed to comply with the terms, conditions or standards of the grant, the Grant Officer may, on reasonable notice to the grantee, suspend the grant, and withhold further payments, or prohibit the grantee from incurring additional obligations of grant funds, pending corrective action by the grantee or a decision to terminate in accordance with paragraph C below. The Grant Officer shall allow all necessary and proper costs which the grantee could not reasonably avoid during the period of suspension provided that they meet the provisions of the applicable Federal Cost Principles.

C. This grant may be terminated for cause or convenience.

1. Termination for cause. The Grant Officer may terminate this grant in whole, or in part, at any time before the date of completion, whenever it is determined that the grantee has failed to comply with any term of the award, whether stated in a federal statute or regulation, an assurance, an application, a notice

of award, or elsewhere. The Grant Officer shall promptly notify the grantee in writing of the determination and the reasons for the termination, together with the effective date. Payments made to the grantee or recoveries by the grantor under grants terminated for cause shall be in accord with the legal rights and liabilities of the parties .

2. Termination for convenience. This may only be accomplished as follows: (a) The grantor or grantee may terminate this grant in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated. The grantee shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The Grant Officer shall allow full credit to the grantee for the Federal share of the noncancellable obligations, properly incurred by the grantee prior to termination; or (b) by the grantee or subgrantee upon written notification to the awarding agency, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination the awarding agency determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the awarding agency may terminate the award in its entirety.

VIII. ENCUMBRANCE OF GRANT FUNDS

Grant funds may not be encumbered/obligated by the grantee prior to or after the grant period of performance. Encumbrances/obligations outstanding as of the end of the grant period may be liquidated (paid out) after the end of the grant period. Such encumbrances/obligations shall involve only specified commitments for which a need existed during the grant period and which are supported by approved contracts, purchase orders, requisitions, invoices, bills, or other evidence of liability consistent with the Grantee's

purchasing procedures and incurred within the grant period. All encumbrances/obligations incurred during the grant period shall be liquidated within 90 days after the end of the grant period, if practicable.

IX. SITE VISITS

The grantor, through its authorized representatives, has the right, at all reasonable times, to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by the grantor on the premises of the grantee or a subgrantee/contractor under this grant, the grantee shall provide and shall require its subgrantees/contractors to provide all reasonable facilities and assistance for the safety and convenience of the Government representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner as will not unduly delay the work.

X. ORDER OF PRECEDENCE

In the event of any inconsistency between any provisions of this grant, the following order of precedence shall apply;

- A. Special Provisions
- B. General Provisions
- C. Grantee's Application for Federal Assistance

SPECIAL GRANT PROVISIONS
STAND DOWN EVENTS

I. SCOPE

A. General

The grantee shall conduct a Stand Down Event as described in its Application for Federal Assistance in accordance with all terms and conditions of this grant agreement.

B. Program Requirements

Funding must be used to enhance employment and training opportunities or to promote self-sustainment for homeless veterans.

A Stand Down is an event held in a local community where a variety of social services are provided to homeless veterans. Stand Down organizers partner with local businesses and social service providers such as the State Workforce Agency including the Disabled Veterans' Outreach Program (DVOP) specialist and Local Veterans' Employment Representative (LVER) staff, Department of Veterans Affairs, Department of Health and Human Services, Department of Housing and Urban Development, Federal Emergency Management Agency (emergency food and shelter grants), Veteran Service Organizations, and local non-profit organizations including faith-based and community based organizations.

Appropriate uses of Stand Down Event funding include, as a general guideline:

1. The purchase of food items, bottled water, clothing (cold weather type, shoes, boots, underwear, socks, coats), sleeping bags and hygiene care kits
2. Preparation of meals
3. Rental of facilities and/or tents

SPECIAL GRANT PROVISIONS
STAND DOWN EVENTS

4. Payment for special one-time electricity costs, equipment rentals, advertising, event posters, portable rest facilities (Porta Johns), janitorial/kitchen supplies, and communications/internet access (dedicated phone lines)
5. The hiring of security personnel
6. Transportation for homeless veterans to and from Stand Down Events
7. Other items and services as deemed appropriate and necessary.

Stand Down Event funding may not be used to purchase the following types of items:

1. Special monogrammed tee shirts
2. Pen sets
3. Specialty hats (unless for cold weather use)
4. Military and veteran type patches
5. Memento gifts for staff members/visitors/volunteers
6. Computer Equipment (laptops/desktops)

II. PAYMENTS UNDER THE GRANT

Reimbursements will be drawn down by the grantee through the U.S. Department of Health and Human Services Payment Management System (HHS PMS) via personal computer with SMARTLINK capability. When approved, requests for funds will be transferred electronically to the grantee's financial institution as arranged with HHS. A revised direct deposit form must be submitted whenever there are changes in financial institutions and /or approved signatures.

SPECIAL GRANT PROVISIONS STAND DOWN EVENTS

- A. Advance payments are authorized only as provided in 29 CFR Part 97.21 (b) and (c) for state, local and Indian tribal governments and 29 CFR Part 95 for all others, as specified in the provisions of this grant.
- B. Any advance requested will be based on actual and immediate cash needs in order to minimize federal cash on hand in accordance with policies established in Treasury Department Circular 1075 (31 CFR Part 205).
- C. The timing and amount of any advance will be as close as administratively feasible to actual disbursements by the grantee for all direct Stand Down Event costs.
- D. The Grant Officer may, after providing due notice to the grantee, discontinue the advance payment method and allow payments only by reimbursement, when a grantee receiving advance payments demonstrates unwillingness or inability to establish procedures to minimize the time elapsing between the receipt of the cash advance and its disbursement.
- E. In no case shall the total amount advanced exceed the currently approved funding level of the Stand Down Event.

III. REPORTING REQUIREMENTS

A. Financial

- 1. The grantee shall use Standard Form (SF) 269A, Financial Status Report (short form), to report outlays, program income, and other financial information. The SF 269A shall be submitted not later than 45 calendar days after the Stand Down Event. This SF 269A will represent the Final Financial Status Report.

SPECIAL GRANT PROVISIONS
STAND DOWN EVENTS

2. The grantee will also submit an HHS-PMS 272 in lieu of a Standard Form (SF) 272, Federal Cash Transactions Report, to the DVET no later than 15 days after receipt.

C. Invoice/List of Expenditures

1. The grantee shall submit original sales receipts (verified by comparing to invoice or list and maintained at the DVET/GOTR level). Do not send individual sales receipts to the Grant Officer.
2. The grantee shall submit an invoice or list of all VETS funded Stand Down expenditures verified by comparing to original sales receipts (original invoice or list signed and dated in blue ink by the authorized representative.) Do not submit items for reimbursement that other entities have already paid for (i.e. double payment of same items).

B. After Action

1. The recipient shall submit a Stand Down After Action Report (sample included) and a Narrative Report not later than 45 calendar days after the Stand Down Event. This After Action Report must contain the following information, at a minimum:
 - a. City and State of the Stand Down Event
 - b. Identify whether this is the first, second, third, etc. Stand Down Event for the organization
 - c. Date of the Stand Down Event
 - d. Number of days of this Stand Down Event (if the Event is more than one day, specify whether sleeping arrangements were provided

SPECIAL GRANT PROVISIONS
STAND DOWN EVENTS

- e. Specify whether the Event was held inside, outside or both
- f. Specify whether the following services were provided:
 - Health Services
 - Social Security benefit counseling
 - Agent Orange information/counseling
 - Hepatitis C screening/testing
 - HIV/AIDS information/counseling
 - Housing/Shelter referral
 - Mental Health Services
 - Substance Abuse Services
 - Social and Community Services
 - Employment/Job Training assistance
 - Legal Services
 - Veterans Benefit counseling by the Veterans Administration (if provided by other than the VA please state the entity)
 - Women Veterans specific information
 - Veterans Spouses/Companions specific Information
 - Veterans Children information
 - Personal Care Kits
 - Clothing (cold weather, underwear, or boots)
 - Food (lunch, dinner, snacks, drinks)
 - Other (specify)
- g. Number of persons who attended the Event
 - Number Male homeless veterans
 - Number Female homeless veterans
- h. Whether Transportation Services were provided to or from the Event
- i. Total Event cash budget (not including in-kind contributions)
- j. Whether the Department of Veterans Affairs

SPECIAL GRANT PROVISIONS
STAND DOWN EVENTS

provided any amount to the total event cash budget reported

- k. Total monetary valuation you equate to the in-kind contribution of goods and services
 - l. Number of volunteers who participated
 - m. Name, contact information and signature of individual providing the report(s)
- 2. The List of Expenditures, Original Sales Receipts, Narrative Report and Stand Down After Action Report shall be submitted concurrently with the SF 269A, Financial Status Report (short form).
 - 3. The grantee recipient shall immediately inform the DVET/GOTR of any significant developments affecting the recipient's ability to accomplish the Event. DVETs/GOTRs will provide grantees with necessary technical assistance, when and where appropriate as problems arise.

C. Mailing

- 1. **All reports must cite the assigned grant number. All hard copy reports are to be submitted as follows:**
 - a. The original Financial Status Report, SF 269A (short form), the List of Expenditures, the Narrative Report and the Stand Down After Action Report are to be submitted to:

U.S. Department of Labor
Procurement Services Center
Room S-4307
200 Constitution Avenue, N.W.
Washington, D.C. 20210

**SPECIAL GRANT PROVISIONS
STAND DOWN EVENTS**

- b. The original sales receipts along with two (2) copies of all Financial Status Reports, SF 269A (short form), the List of Expenditures, the Narrative Report and the Stand Down After Action Report are to be submitted, and a copy of the HHS-PMS 272 draw down information to:

(State Appropriate) Director
U.S. Department of Labor
Veterans' Employment and Training Service
(State appropriate address)

2. **Change of Address**

When a grantee experiences a change of address, the grantee is responsible for notifying the DVET/GOTR in writing (on letter head with original signature of the authorizing representative) of the new address including the effective date. Grantees will have two (2) weeks or fourteen calendar days after the effective date of the change of address to notify the DVET/GOTR. The DVET/GOTR will forward the grantee change of address notification to the Regional, National Office Competitive Grants Lead, and the Grant Officer.

IV. GRANT ADMINISTRATION

- A. The Director for Veterans' Employment and Training (DVET) shall serve as the Grant Officer's Technical Representative (GOTR) and will monitor the Stand Down Event grantee. The GOTR is authorized to approve the following;
 - 1. Technical matters not involving a change in the scope, cost, or conditions of the grant award agreement.

SPECIAL GRANT PROVISIONS
STAND DOWN EVENTS

2. The Original Sales Receipts and the Invoice (list of all VETS funded Stand Down expenditures).
 3. The Narrative Report and the Stand Down After Action Report.
 4. Requests for payment.
- B. Requests for actions requiring Grant Officer approval, such as a modification to the original grant agreement shall be submitted by the grantee to the DVET/GOTR. The DVET/GOTR shall include their recommendation with the grantee's request and forward both to the Grant Officer thru their Regional and National Offices.
- D. The DVET/GOTR is not authorized to direct any action that results in a change in scope, cost, terms, or conditions of this grant, unless specifically outlined in these special grant provisions.

V. PRINTING AND DUPLICATING

The grantee shall comply with all duplicating and printing regulations issued by the Joint Committee on Printing under the authority of Sections 103, 501, and 502, Title 44, United States Code. The term "duplicating" as used herein means material produced on single unit duplicating equipment not larger than 11 by 17 inches and which have a maximum image of 10 3/4 x 14 1/4 inches using direct image plates not requiring the use of negatives. The term "printing" as used herein shall be construed to include and apply to the processes of composition, plate making, presswork, binding, and microform.

Under this grant agreement, the grantee may duplicate up to a maximum of 5,000 copies of one page or 25,000 copies in the aggregate of multiple pages.

The grantee shall not use funds under this grant to provide duplicating in excess of the quantities stated above nor provide printing without the written authorization of the

**SPECIAL GRANT PROVISIONS
STAND DOWN EVENTS**

Joint Committee on Printing. Such authorization shall be obtained from the Grant Officer through the Departmental Printing Officer. Nothing in this clause shall preclude the procurement of writing, editing, preparation of manuscript copy, preparation of related illustrative material.

The grantee that receives prior approval from the Grant Officer to use USDOL funds to support printing activities may not display for promotional purposes, the U.S. Department of Labor logo or seal on the item or items produced. However, an acknowledgment of such funding may be conveyed through language such as: "Preparation of this item was funded by the Department of Labor." Any reference to the Department used to promote the Federal agency is unallowable.

VI. SUB-AWARDS

Stand Down Event funding is not authorized for sub-awards.

VII. SALARY PAYMENTS

Stand Down Event funding is not authorized for salary payments.

VIII. ADMINISTRATIVE COSTS

Stand Down Event funding is not authorized for administrative costs.

Travis County Commissioners Court Agenda Request

Please consider the following item for: Approval of contract renewal with Village of Volente for Law Enforcement Services

Voting Session: December 9, 2008

I. A. Request made by: Constable Bob Vann Phone 854-9697

C. Approved by: _____
Signature of Commissioner or County Judge

II. A. All backup material needs to be attached to the Agenda and submitted with this Agenda Request (Original and eight copies).

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

- Planning and Budget - Randy Lott x49726;
- Auditor's Office – Blain Kieth x49125
- County Attorney's Office – Jim Connolly x49539

III. BUDGET OR PERSONNEL REQUESTS. Please check if applicable:

- Additional funding for any department or for any purpose
- _____ Transfer of existing funds within or between any budget
- _____ A change in your department's personnel (reclassifications, etc.)

Please coordinate through the County Planning and Budget Office (854-9106) or the Human Resources Department BEFORE submitting any agenda item that involves any budget or personnel issue.

AGENDA REQUEST DEADLINES

All Agenda Requests and supporting materials MUST be submitted to the County Judge's Office in writing by 5:00 PM on Monday for the next week's meeting. Agenda Requests missing this deadline will be considered for the next subsequent Commissioners Court meeting, as will Agenda Items without appropriate back-up material, including a signed budget transfer form.



BOB VANN
CONSTABLE
Travis County, Precinct 2



10409 Burnet Road, Suite 150
Austin, TX 78758-4418

Constable2@co.travis.tx.us

Phone: (512) 854-9697
Fax : (512) 854-9196

November 26, 2008

To: Travis County Commissioners Court
From: Bob Vann Constable Precinct 2
Subject: Revised contract for Law Enforcement
services for The Village of Volente

This Agenda Request is for the approval of a Revised contract for an existing contract with The Village of Volente. The only change is the \$20 per hour fee for any vehicles used – the old contract fee was \$15. PBO – Randy Lott & Jim Connolly, County Attorney's Office, have been included in this revision.

AMENDMENT NUMBER ONE
TO INTERLOCAL COOPERATION AGREEMENT
BETWEEN TRAVIS COUNTY, TEXAS, AND
THE VILLAGE OF VOLENTE

This Amendment Number One to Interlocal Cooperation Agreement between Travis County, Texas, and the Village of Volente (this "Amendment") is made and entered into by and between the following Parties: Travis County, Texas, (the "COUNTY") and the Village of Volente, (the "VILLAGE").

WHEREAS, on or about November 1, 2005, the VILLAGE and the COUNTY entered into that certain interlocal cooperation agreement entitled "Interlocal Cooperation Agreement between Travis County, Texas, and the Village of Volente" (the "Agreement"), to provide VILLAGE with law enforcement services; and,

WHEREAS, due to increases in the costs of providing vehicles, the VILLAGE and the COUNTY desire to amend the Agreement to increase the hourly rate to be paid by the VILLAGE to the COUNTY for vehicles used in the performance of the services rendered by the Office of the Constable for Pct. 2 pursuant to this Agreement from \$15 per hour per vehicle to \$20 per hour per vehicle.

NOW, THEREFORE, the COUNTY and the VILLAGE agree as follows:

1. Section II.B of the Agreement is amended to read as follows:
 - B. The VILLAGE agrees to pay the COUNTY FORTY-FOUR DOLLARS AND TWENTY-ONE CENTS (\$44.21) per hour per deputy for services rendered by the Office of the Constable for Precinct 2 pursuant to this Agreement. In addition, the VILLAGE shall pay the COUNTY TWENTY DOLLARS (\$20.00) per hour per vehicle used in the performance of the services rendered by the Office of the Constable for Precinct 2 pursuant to this Agreement. Such hourly charges shall apply to the actual time spent by any Deputy performing services pursuant to this Agreement calculated from the time the Deputy arrives in the VILLAGE until the Deputy finishes performing the services. Such charges shall also apply to any additional Deputies assigned as back-up personnel to potentially hazardous calls.
2. The changes described in this Amendment shall be effective when this Amendment has been executed by both parties.
3. Except for the changes made by this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

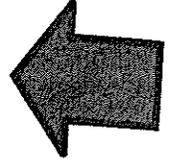
EXECUTED AS OF THE LATER DATE SET FORTH BELOW.

TRAVIS COUNTY, TEXAS

VILLAGE OF VOLENTE

By: _____
Samuel T. Biscoe
Travis County Judge

By: Jan Yenawine
Jan Yenawine
Mayor



Date: _____

Date: 11/20/08

By: Bob Vann
Constable Bob Vann,
Constable, Precinct Two

Date: 10/6/08

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TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Please consider the following item for: 12-09-2008

CONSIDER AND TAKE APPROPRIATE ACTION ON AMENDMENT NUMBER SEVEN WITH THE CITY OF AUSTIN FOR THE FY 2009 TRUANCY COURT PILOT PROJECT;

~~CONSIDER AND TAKE APPROPRIATE ACTION ON AMENDMENT NUMBER SEVEN WITH THE CITY OF AUSTIN FOR THE FY 2009 TRUANCY COURT PILOT PROJECT.~~

I. A. Request made by: Travis County Juvenile Probation Department

Estela P. Medina, Chief Juvenile Probation Officer

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 (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

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AMENDMENT NUMBER SEVEN
TO AGREEMENT FOR
TRUANCY COURT PILOT PROJECT

This Amendment Number Seven (this "Amendment") is entered into by Travis County ("COUNTY"), the Travis County Juvenile Board ("TCJB") and the City of Austin ("CITY"), hereinafter collectively referred to as the "Parties", pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

WHEREAS, in February of 2002 the Parties entered into an Agreement for Truancy Court Pilot Project (hereinafter referred to as the "Agreement"); and,

WHEREAS, the Initial Term of the Agreement was from the date of its execution through September 30, 2002; and,

WHEREAS, the Agreement provided that the term of the Agreement could be extended for additional one-year terms by written agreement of the Parties; and,

WHEREAS, from October 1, 2008 to the date of this Amendment, the Parties have continued to operate the Truancy Court Pilot Project without formal written amendment of the Agreement to extend its terms; and

WHEREAS, the Parties desire to ratify and approve the extension of the Agreement from October 1, 2008, through September 30, 2009, and to provide a budget for such term.

NOW, THEREFORE, in consideration of the above premises, the Parties hereby ratify and approve this Amendment Number Seven to the Agreement as follows:

1. The Agreement is extended for an additional one-year period, from October 1, 2008, through September 30, 2009 (the "FY 2009 Term").
2. The Truancy Court Pilot Project Budget for FY 2009 is attached hereto as Attachment A and made a part hereof. COUNTY shall invoice CITY on a quarterly basis for CITY's share of FY 2009 funding as set forth in Attachment A. Invoices shall be accompanied by records or documentation supporting the invoiced amount. Expenditures of Truancy Court Pilot Project FY 2009 funds shall be in accordance with the FY 2009 Budget (Attachment A). COUNTY shall account for all incoming funds and expense transactions of the program through a separate and distinguishable fund.
3. Except for the changes made in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.
4. This Amendment shall have an effective date of October 1, 2008.

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TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Please consider the following item for: 12-09-2008

~~CONSIDER AND TAKE APPROPRIATE ACTION ON AMENDMENT NUMBER SEVEN WITH THE CITY OF AUSTIN FOR THE TRAVIS COUNTY COURT PILOT PROJECT;~~

CONSIDER AND TAKE APPROPRIATE ACTION ON AMENDMENT NUMBER SEVEN WITH THE AUSTIN INDEPENDENT SCHOOL DISTRICT FOR THE FY 2009 TRUANCY COURT PILOT PROJECT.

I. A. Request made by: Travis County Juvenile Probation Department

Estela P. Medina, Chief Juvenile Probation Officer

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 (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

RECEIVED
COUNTY JUDGES' OFFICE
08 NOV 26 PM 2:51

AMENDMENT NUMBER SEVEN
TO AGREEMENT FOR
TRUANCY COURT PROJECT

This Amendment Number Seven (this "Amendment") is entered into by Travis County ("COUNTY"), the Travis County Juvenile Board ("TCJB") and the Austin Independent School District ("AISD"), hereinafter collectively referred to as the "Parties", pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

WHEREAS, in February of 2002 the Parties entered into an Agreement for Truancy Court Pilot Project (hereinafter referred to as the "Agreement"); and,

WHEREAS, the Initial Term of the Agreement was from the date of its execution through September 30, 2002; and,

WHEREAS, the Agreement provided that the term of the Agreement could be extended for additional one-year terms by written agreement of the Parties; and,

WHEREAS, from October 1, 2008 to the date of this Amendment, the Parties have continued to operate the Truancy Court Pilot Project without formal written amendment of the Agreement to extend its terms; and

WHEREAS, the Parties desire to ratify and approve the extension of the Agreement from October 1, 2008, through September 30, 2009, and to provide a budget for such term.

NOW, THEREFORE, in consideration of the above premises, the Parties hereby ratify and approve this Amendment Number Seven to the Agreement as follows:

1. The Agreement is extended for an additional one-year period, from October 1, 2008, through September 30, 2009 (the "FY 2009 Term").
2. The Truancy Court Pilot Project Budget for FY 2009 is attached hereto as Attachment A and made a part hereof. COUNTY shall invoice AISD on a quarterly basis for AISD's share of FY 2009 funding as set forth in Attachment A. Invoices shall be accompanied by records or documentation supporting the invoiced amount. Expenditures of Truancy Court Pilot Project FY 2009 funds shall be in accordance with the FY 2009 Budget (Attachment A). COUNTY shall account for all incoming funds and expense transactions of the program through a separate and distinguishable fund.
3. Except for the changes made in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.
4. This Amendment shall have an effective date of October 21st, 2008.

Executed as of the latest date set forth below:

COUNTY OF TRAVIS

By: _____ Date _____
Samuel T. Biscoe, County Judge

TRAVIS COUNTY JUVENILE BOARD

By: *W. Jeanne Meurer* 11-18-08
The Honorable W. Jeanne Meurer Date
98th Judicial District Court
Chair of the Juvenile Board

AUSTIN INDEPENDENT SCHOOL DISTRICT

By: *Mark Williams* 10/13/08
Mark Williams, President Date
Board of Trustees
APPROVED AS TO LEGAL FORM
MS 10-20-08



Travis County Commissioners' Court Agenda Request

Meeting Date: DECEMBER 9, 2008

I. A. Requestor: Susan Spataro Phone # 854-9125

B. Specific Agenda Wording:

Consider and take appropriate action regarding the scope of the RFP for the new financial accounting system also known as the BEFIT project.

Option 1 – Issue an RFP for an ERP (Enterprise Resource Planning) system, recognizing that the common integration point is the General Ledger module. Therefore the selection of this module will have the most significant influence on the selection of an ERP system.

Option 2 - Two-phased approach. Phase 1 - Issue an RFP with requirements for all the requested modules/functions for which the "modified ERP" approach will be used, including the modules for the Auditor, the Purchasing Agent, and the Treasurer. Phase 2 - Those offices/departments that prefer to select best of breed solutions would wait until the "modified ERP" is live and functional, and then a RFP or multiple RFP's would be issued for those solutions.

II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request.

B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request.

- Cyd Grimes, Purchasing Agent 854-9700
- Dolores Ortega-Carter, Treasurer 854-9365
- Rodney Rhoades, Planning & Budget 854-9106
- Joe Harlow, ITS 854-9666
- Linda Moore Smith, HRMD 854-9165
- Alicia Perez, Administrative Operations 854-9343
- John Hille, Travis County Attorney 854-9415

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COUNTY JUDGE'S OFFICE
08 DEC -2 PM 3:54

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to County Judge's office, Room 520, in writing by Tuesdays at 12:00 p.m. for the next week's meeting. Late or incomplete requests may be deferred to the following week's meeting.

Integrated Financial Accounting ERP Solution

Versus

Best of Breed Solution

Background: The County is in need of replacing the current Financial Accounting system and accompanying systems and manual processes for the functions or modules listed at the end of this document. This new system must support accounting, auditing, financial reporting, and management reporting in addition to the day-to-day business transactions that are needed to keep the County functioning.

The common integration point for all financial transactions is the General Ledger, which is why the General Ledger module is the most important module to a New Financial Accounting system.

There are basically two approaches to implement a new Financial Accounting system at Travis County.

Approaches:

Integrated Financial Accounting ERP (Enterprise Resource Planning)

Solution: To provide an integrated solution for most of the functions in Travis County where integration with the financial accounting functions adds value across organizational and functional units in automating controls, business processes, and reporting.

Steps:

1. Issue a single RFP with requirements for all the requested modules/functions.
2. Select the vendor and system based on the core financial accounting functions where the County Auditor's Office will lead the selection of the ERP system with significant input from other elected and appointed officials.
3. ERP system is implemented in phases.

This is a more integrated approach for the modules listed at the end of the document. It is certain that a system exists with most if not all of the modules integrated.

Best of Breed: To provide specific stand alone functionality for a functional or organizational unit in a more fragmented approach at the cost of integration.

Steps:

1. Issue an RFP with requirements for all the requested modules/functions for which the ERP approach will be used. This will include the modules for the Auditor's Office and the modules for the Purchasing Agent and the Treasurer. Listing of modules by ownership is provided below.
2. Select the vendor and system based on the core financial accounting functions where the County Auditor's Office will lead the selection of the ERP system with significant input from the Purchasing Agent and the Treasurer.
3. Financial Accounting ERP modules are implemented in phases.
4. Once integration requirements of new financial accounting system are known, issue one or more RFPs for best of breed solutions for functions/modules not part of the initial ERP solution. All accounting transactions need to integrate with the general ledger so requirements for this integration have to be part of the best of breed RFPs.
5. Individual organizational unit selects its specific system.
6. Best of Breed system is implemented together with necessary core accounting system integration.

This approach provides integration for the core financial functions under the ownership of the County Auditor as well as for the Purchasing Agent and the Treasurer, who have both indicated their support for the first integrated approach. The remaining functions would then have the choice of being part of the integrated system or select a system for their functional area independently of the new Financial Accounting system with the understanding that any needed integration with the Financial Accounting system for accounting or auditing purposes would have to be part of the new separate module.

Main ERP Pros and Cons

Pros:

- The primary business tasks associated with each function together with accounting, auditing, financial reporting, and management reporting are tightly integrated across all modules.
- The ability to streamline and automate controls and business processes across functions.
- Common database and consistent user interface (all modules have a familiar look and feel), which facilitates better support and training.
- Eliminates duplicate data entry and processing.
- Integrated systems tend to have lower long-term total cost of ownership.
- Management reporting can be integrated across functions and departments/offices.
- With easier access to shared data, the potential exists for better planning through better decision making and forecasting.
- Upgrades: Easier to manage software upgrades of an ERP system because there are not multiple linkages between it and third party modules like there are in the Best of Breed approach.
- Will be simpler to manage a contract and maintenance agreement with one vendor.

Cons:

- The focus is not on obtaining the absolute best individual modules. Therefore, modules may lack some of the bells and whistles when compared to a best of breed module.
- ERP software can be harder to use due to its complexity.

Main Best of Breed Pros and Cons

Pros:

- The focus is on obtaining the absolute best individual modules. Therefore, modules may have more bells and whistles when compared to the corresponding ERP modules.
- Best of Breed solutions are usually more agile and can provide new functionality faster than an ERP solution as long as integration with the General Ledger and other core financial accounting modules is at a minimum.

Cons:

- Integration must be minimized in order to realize the main benefits of best of breed. Otherwise, the complexities of integrating a number of fragmented systems will lead to an unsuccessful implementation.
- IT staff must be trained to use and support multiple systems with potentially different hardware platforms, operating systems, databases, and programming languages.
- Increased training and support costs
- Duplicate data entry
- Redundant data storage: Removes the benefit of having one global view of the data, at any point and time, as the data is not shared from one data repository/database.
- Financial data in multiple systems become more difficult and time consuming to reconcile and to keep synchronized.
- Multiple system interfaces are considered riskier from an audit perspective and requires additional auditing.
- Multiple reporting tools may be required that create sharing and integrating issues and it could be impossible to create management level reports across functions.
- Upgrades: More challenging to manage software upgrades of Best of Breed systems while remaining synchronized and aligned with the accounting system components (since there will be a dependency between systems). Also, software upgrade scheduling will likely not coincide - requiring a significant amount of time devoted to integration testing.
- Multiple contracts and maintenance agreements with multiple vendors.

Ownership of Modules or Functions:

Auditor

- General Ledger
- Accounts Payable
- Financial Reporting (CAFR)
- Grants Management
- Capital Asset Management
- Payroll
- Project Accounting (shared)
- Debt Management
- Financial Management Reporting and Analysis
- Revenue Budget
- Accounts Receivable
- Cost Accounting (shared)

Commissioners' Court

- Budget Preparation
- Investment Management
- Human Resources
- Project Accounting (shared)
- Fleet Management (optional)
- Cost Accounting (shared)

Purchasing Agent

- Purchasing
- Contract Management
- Fixed Asset Tracking
- Inventory Management

Treasurer

- Cash Receipts
- Depository Management
- Treasury Management

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TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Voting Session: December 9, 2008

A. Request made by: Stephen H. Capelle, Asst. County Atty Phone #: 854-9513
(Elected Official/Appointed Official/Executive Manager/County Attorney)

B. Requested text: CONSIDER BRIEFING FROM THE COUNTY ATTORNEY REGARDING THE PENDING LITIGATION IN TRAVIS COUNTY, TEXAS AND STATE OF TEXAS VS. COLDWATER DEVELOPMENT LTD. AND RODMAN EXCAVATION, INC., ET AL. AND/OR TAKE APPROPRIATE ACTION. (EXECUTIVE SESSION ALSO, PURSUANT TO TEX. GOVT. CODE ANN., SECTIONS 551.071(1)(A) AND 551.071(1)(B))

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:

Joe Gieselman, Executive Mgr., TNR, 854-9383

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

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COUNTY JUDGE'S OFFICE
08 DEC - 3 AM 9:33

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to the County Judge's office in writing by 3:00pm on Tuesdays for the next week's meeting. Late or incomplete requests may be deferred to the next meeting.

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Travis County Commissioners Court Agenda Request

#

Voting Session 12/09/08 Work Session _____
(Date) Aerald Daugherty / by BRL (Date)

I. A. Request made by: Gerald Daugherty, Travis County Commissioner, Precinct Three
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

B. Requested Text: Receive briefing from County Attorney regarding the status of the License Agreement with Texas Disposal Systems Landfill, Inc. (TDS) and take appropriate action (Executive Session also pursuant to Tex. Gov't Code Ann. §551.071)

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:

Joe Gieselman, Exec. Mgr., TNR	854-9383
John C. Hille, Jr., Dir., Trans. Div., TCAO	854-9513
Tenley Aldredge, Asst. Cty. Atty., TCAO	854-9513
Greg Chico, TNR	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 (reclassification, etc.)
- Purchasing Office (473-9700)
- Bid, Purchase Contract, Request for Proposal, Procurement
- County Attorney's Office (473-9415)
- Contract, Agreement, Policy & Procedure

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08 DEC -3 PM 3:57

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.

C2

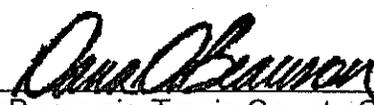
Travis County Commissioners Court Agenda Request

Voting Session Tuesday, December 9, 2008
(Date)

Work Session _____
(Date)

I. A. Request made by: Gillian Porter Phone: 854-4722
Commissioners Court Specialist
Commissioners Court Minutes/County Clerk's Office

B. Requested Text: **Approve the Commissioners Court Minutes for the
Voting Session of November 25, 2008**

C. Approved By: 
Dana DeBeauvoir, Travis County Clerk

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

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

III. Is back-up material attached? YES

AGENDA REQUEST DEADLINE: This Agenda Request, complete with backup memorandum
and exhibits, should be submitted to the County Judge's Office no later than 12:00 PM on
Tuesday for the following week's meeting. Late or incomplete requests may be deferred to the
next meeting.



MINUTES OF MEETING NOVEMBER 25, 2008

TRAVIS COUNTY COMMISSIONERS' COURT

On Tuesday, the 25th day of November 2008, the Commissioners' Court convened the Voting Session at 9:17 AM in the Commissioners' Courtroom, 1st Floor of the Ned Granger Administration Building, 314 West 11th Street, Austin, Texas. Dana DeBeauvoir, County Clerk, was represented by Deputy Gillian Porter.

The Commissioners Court recessed the Voting Session at 11:36 AM.

The Commissioners Court, meeting as the Travis County Housing Finance Corporation, convened at 1:23 PM and adjourned at 1:47 PM.

The Commissioners Court, meeting as the Travis County Health Facilities Development Corporation; the Capital Industrial Development Corporation; and the Travis County Cultural Education Facilities Finance Corporation, convened at 1:48 PM and adjourned at 1:49 PM.

The Commissioners Court reconvened the Voting Session at 1:49 PM.

The Commissioners Court retired to Executive Session at 1:49 PM.

The Commissioners Court reconvened the Voting Session at 4:50 PM.

The Commissioners Court adjourned the Voting Session at 5:29 PM.

CITIZENS COMMUNICATION

Members of the Court heard from: Maurice Priest, Travis County Resident; Ronnie Gjemre, Travis County Resident; Jim Sylvester, Chief Deputy, Travis County Sheriff's Office (TCSO); Gus Peña, Travis County Resident; and Jennifer Gale, Travis County Resident. (9:18 AM)

SPECIAL ITEMS

- 1. RECEIVE BRIEFING FROM CITY OF AUSTIN STAFF ON THE PROPOSED HOMESTEAD PRESERVATION REINVESTMENT ZONE, A TAX INCREMENT FINANCING (TIF) ZONE SUPPORTING AFFORDABLE HOUSING IN THE HOMESTEAD PRESERVATION DISTRICT, AND TAKE APPROPRIATE ACTION. (9:36 AM)

Members of the Court heard from: Council Member Mike Martinez, City of Austin; Margaret Shaw, Neighborhood Housing Community Development, City of Austin; Leslie Browder, Chief Financial Officer, City of Austin; Harvey Davis, Manager, Travis County Corporations; Council Member Laura Morrison, City of Austin; Susan Spataro, Travis County Auditor; and Chris Fanuel, Executive Assistant, Commissioner Precinct 1 Office.

Motion by Judge Biscoe and seconded by Commissioner Gómez that we direct Staff to work with the City of Austin staff to make as much progress as possible on this project between now and the last meeting of this year, December 23, 2008, and if we cannot move then, we simply take additional time and try to do it right. It's a big issue and revenue is real important, so I do think we ought to move in this direction, but we've talked about it long enough to do what we can; and if we have to wait until the revenue picture gets better, my view is that we should do that. At the same time, though, rather than waste the time, we ought to try to put together a simple English explanation of what we have in mind, be able to explain to voters why we think it is beneficial and is likely to be successful and a good investment of public dollars, and other concerns and comments that we've heard today; let's just try to address in a question and answer brochure, if we could get a draft and kind of share it, maybe we'll have additional questions, maybe we can tweak the language. I do think we ought to try to proceed together if possible.

Clerk's Note: Chris Fanuel, Executive Assistant, Commissioner Precinct 1 Office read a letter from Karen Huber, Commissioner-Elect for Precinct 3 regarding this item.

A Substitute Motion was made by Commissioner Davis to delay this and defer this until we are able to have Staff to report to the Court with all the due diligence, which is going to go beyond the December, 31, 2008 date.

Clerk's Note: The Motion died for lack of a Second.

Clerk's Note: The Court voted on the Standing Motion at this time.

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	no
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

ADMINISTRATIVE OPERATIONS ITEMS

2. REVIEW AND APPROVE THE IMMEDIATE RELEASE OF REIMBURSEMENT PAYMENT TO UNITED HEALTHCARE FOR CLAIMS PAID FOR PARTICIPANTS IN THE TRAVIS COUNTY EMPLOYEE HEALTH CARE FUND FOR PAYMENT OF \$764,495.13 FOR THE PERIOD OF NOVEMBER 7 TO NOVEMBER 13, 2008. (9:34 AM)

Clerk's Note: Item 2 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

3. CONSIDER AND TAKE APPROPRIATE ACTION ON PROPOSED ROUTINE PERSONNEL AMENDMENTS. (9:34 AM)

Clerk's Note: Item 3 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

4. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING THE NEW SITE LOCATION AND BUILDING FOOTPRINT OF THE NEW PRECINCT ONE OFFICE BUILDING AT 4705 HEFLIN LANE, AUSTIN, TEXAS. (11:21 AM)

Members of the Court heard from: Roger El Khoury, Director, Facilities Management; and Amy Lambert, Project Manager, Facilities Management.

Motion by Commissioner Davis **and seconded by** Commissioner Gómez to approve Item 4.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

5. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING AUTOMOBILE TOTAL LOSS CLAIM RECOMMENDATIONS FOR THE PERIOD OF NOVEMBER 1, 2007 THROUGH OCTOBER 31, 2008: (9:34 AM)
 - A. TRAVIS COUNTY SHERIFF'S OFFICE UNIT 2056 - SETTLE;
 - B. HEALTH AND HUMAN SERVICES UNIT 2770 - SETTLE;
 - C. TAX OFFICE UNIT TNR1300 - SETTLE; AND
 - D. TRAVIS COUNTY SHERIFF'S OFFICE UNIT 2720 - SETTLE.

Clerk's Note: Items 5.A-D approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

Clerk's Note: The County Judge noted that the settlement figure for the Total Loss Claims in Items 5.A-D would total \$100,360.00.

JUSTICE AND PUBLIC SAFETY ITEMS

6. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO PAY FOR TRAVEL COSTS OF A SAFEPLACE EMPLOYEE FOR THE OFFICE ON VIOLENCE AGAINST WOMEN SAFE HAVENS NEW GRANTEE ORIENTATION TO BE REIMBURSED FROM ANTICIPATED GRANT REVENUES. (9:34 AM)

Clerk's Note: Item 6 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

PURCHASING OFFICE ITEMS

7. DECLARE LISTING OF EQUIPMENT AS SURPLUS AND SELL AT PUBLIC AUCTION PURSUANT TO SECTION 263.151 OF THE TEXAS LOCAL GOVERNMENT CODE. (FIXED ASSETS) (9:34 AM)

Clerk's Note: Item 7 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

8. ACCEPT 18 COPIERS AS DONATION AND DECLARE COPIERS AS SURPLUS AND SELL AT PUBLIC AUCTION PURSUANT TO SECTION 263.151 OF THE TEXAS LOCAL GOVERNMENT CODE. (FIXED ASSETS) (9:34 AM)

Clerk's Note: Item 8 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

9. APPROVE INTERLOCAL AGREEMENT NO. IL090060VR, AUSTIN-TRAVIS COUNTY MENTAL HEALTH MENTAL RETARDATION, FOR FAMILY PRESERVATION PROGRAM SERVICES TO JUVENILE OFFENDERS. (JUVENILE PROBATION) (11:20 AM)

Motion by Commissioner Daugherty **and seconded by** Commissioner Gómez to approve Item 9.

Motion carried:

County Judge Samuel T. Biscoe	abstain
Precinct 1, Commissioner Ron Davis	absent
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

Clerk's Note: Item 9 was further discussed at 11:20 AM with a request by Commissioner Davis that the Commissioners' Court record reflect a Corrected Vote on Item 9. Judge Biscoe instructed that the record show Commissioner Davis voting yes on the Motion on Item 9. The Commissioners' Court record does reflect the Corrected Vote.

Corrected Vote:

Motion carried:

County Judge Samuel T. Biscoe	abstain
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

10. APPROVE CONTRACT NO. PS090071VR, YOUTH ADVOCATE PROGRAMS, INC., FOR MENTOR PROGRAM SERVICES TO JUVENILE OFFENDERS. (JUVENILE PROBATION) (9:34 AM)

Clerk's Note: Item 10 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

11. APPROVE MODIFICATION NO. 2 TO CONTRACT NO. 07T00173VC, SECURUS TECHNOLOGIES INC., FOR INMATE TELEPHONE SERVICES. (INFORMATION AND TELECOMMUNICATION SYSTEMS/TRAVIS COUNTY SHERIFF'S OFFICE) (11:18 AM) (11:20 AM)

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

Motion by Commissioner Gómez **and seconded by** Commissioner Daugherty to approve Item 11.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	absent
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

Clerk's Note: Item 11 was further discussed at 11:20 AM with a request by Commissioner Davis that the Commissioners' Court record reflect a Corrected Vote on Item 11. Judge Biscoe instructed that the record show Commissioner Davis voting yes on the Motion on Item 11. The Commissioners' Court record does reflect the Corrected Vote.

Corrected Vote:

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

TRANSPORTATION AND NATURAL RESOURCES DEPT. ITEMS

12. CONSIDER AND TAKE APPROPRIATE ACTION ON A PLAT FOR RECORDING IN PRECINCT THREE: THE RESUBDIVISION OF LOTS 280-294 AND LOTS 343-355 BLOCK A, AND LOTS 1-13, BLOCK D OF STEINER RANCH PHASE ONE SECTION 10D SUBDIVISION. (COMMISSIONER DAUGHERTY) (9:34 AM)

Clerk's Note: Item 12 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

13. CONSIDER AND TAKE APPROPRIATE ACTION ON THE ACCEPTANCE OF DEDICATION OF STREET AND DRAINAGE FACILITIES FOR THE COMMONS AT ROWE LANE PHASE I AND A LICENSE AGREEMENT FOR THE COMMONS AT ROWE LANE PHASE I. (COMMISSIONER ECKHARDT)
(9:34 AM)

Clerk's Note: Item 13 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

14. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING:
(10:46 AM)

- A. AMENDMENT TO SECTION 1.019 COUNTY VEHICLE USAGE POLICY OF THE TRAVIS COUNTY CODE RELATING TO THE PAYMENT OF FINES AND PENALTIES FOR TRAFFIC CITATIONS;
- B. AMENDMENT TO SECTION 1.019 COUNTY VEHICLE USAGE POLICY OF THE TRAVIS COUNTY CODE RELATING TO THE USE OF TOLL ROADS AND THE PAYMENT OF TOLL FEES;
- C. NOTICE TO COUNTY EMPLOYEES ABOUT CHANGES IN COUNTY VEHICLE USAGE POLICY; AND
- D. BUDGET AMENDMENT AND TRANSFER OF \$4,821 FROM THE GENERAL FUND RESERVE TO TRANSPORTATION AND NATURAL RESOURCES FLEET SERVICES.
- E. AUTHORIZE PAYMENT OF \$4,821 TO THE CITY OF AUSTIN FOR SIXTY-FOUR OUTSTANDING TRAFFIC CITATIONS ISSUED TO COUNTY VEHICLES BETWEEN 2002 AND 2008; AND REQUEST REIMBURSEMENT FROM CERTAIN COUNTY EMPLOYEES.

Clerk's Note: Items 14.A-E are associated with one another and were called for concurrent discussion.

Members of the Court heard from: Joe Gieselman, Executive Manager, Transportation and Natural Resources (TNR); Barbara Wilson, Assistant County Attorney; and James W. Collins, Executive Assistant, Travis County Attorney's Office.

16. REVIEW AND APPROVE REQUESTS REGARDING GRANT PROPOSALS, APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE:
(9:34 AM)
- A. GRANT CONTRACT WITH THE BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM THROUGH THE OFFICE OF THE GOVERNOR'S CRIMINAL JUSTICE DIVISION FOR JUVENILE PROBATION DEPARTMENT TO CONTINUE SERVICES PROVIDED TO JUVENILES DUALY-DIAGNOSED WITH MENTAL HEALTH AND SUBSTANCE ABUSE ISSUES;
 - B. GRANT CONTRACT WITH OFFICE OF ATTORNEY GENERAL FOR FY '09 PROJECT SAFE NEIGHBORHOODS GRANT PROGRAM IN DISTRICT ATTORNEY'S OFFICE;
 - C. GRANT CONTRACT AMENDMENT TO APPROVE SUPPLEMENTAL AWARD FOR FY '08 PROJECT SAFE NEIGHBORHOODS GRANT FROM OFFICE OF ATTORNEY GENERAL IN THE DISTRICT ATTORNEY'S OFFICE; AND
 - D. GRANT CONTRACT REVISION OF BUDGET AND SCOPE OF SERVICE FOR THE SAFE HAVENS GRANT FROM THE US DEPARTMENT OF JUSTICE, OFFICE OF VIOLENCE AGAINST WOMEN IN COUNSELING AND EDUCATION SERVICES.

Clerk's Note: Items 16.A-D approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

OTHER ITEMS

17. APPROVE PAYMENT OF CLAIMS AND AUTHORIZE COUNTY TREASURER TO INVEST COUNTY FUNDS. (9:34 AM)

Clerk's Note: Item 17 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

18. RECEIVE REVENUE AND EXPENDITURE REPORTS FOR THE MONTH OF OCTOBER, 2008. (9:34 AM)

Clerk's Note: Item 18 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

19. CONSIDER AND TAKE APPROPRIATE ACTION ON BOND FOR JON WISSER TO SERVE AS VISITING TRAVIS COUNTY JUSTICE OF THE PEACE.
(9:34 AM)

Clerk's Note: Item 19 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

20. CONSIDER AND TAKE APPROPRIATE ACTION ON INTERLOCAL BETWEEN TRAVIS COUNTY, THE CITY OF AUSTIN AND THE AUSTIN INDEPENDENT SCHOOL DISTRICT TO ENHANCE THE SOCIAL, CULTURAL, EDUCATIONAL AND ECONOMIC OPPORTUNITIES OF AFRICAN-AMERICAN MEN AND YOUTH. (9:17 AM)

Item 20 postponed until December 2, 2008.

21. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING:
(11:32 AM)
- A. A LICENSE AGREEMENT BETWEEN TRAVIS COUNTY AND JOHNSON COUNTY FOR THE USE OF I-JURY CODE DEVELOPED BY TRAVIS COUNTY;
 - B. AUTHORIZE THE TRAVIS COUNTY JUDGE TO EXECUTE THE SOFTWARE LICENSE AGREEMENT ON BEHALF OF TRAVIS COUNTY; AND
 - C. AUTHORIZE THE DIRECTOR OF INFORMATION AND TELECOMMUNICATIONS SYSTEMS OF TRAVIS COUNTY TO EXECUTE THE SAME SOFTWARE LICENSE AGREEMENT WITH OTHER COUNTIES ON BEHALF OF TRAVIS COUNTY WITHOUT FURTHER APPROVAL OF COMMISSIONERS COURT.

Clerk's Note: Items 21.A-C are associated with one another and were called for concurrent discussion.

Members of the Court heard from: Alicia Perez, Executive Manager, Administrative Operations; Michelle Brinkman, Chief Deputy, Travis County District Clerk's Office; and Tenley Aldredge, Assistant County Attorney.

24. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO APPOINT NICOLE FRANCOIS, KIRSTY HAMMOND, PERRY LANGHAM, SHEILA THOMAS, SCOTT THOMAS (ALTERNATE) AND ERNST TOUSSAINT TO SERVE ON THE NEGOTIATION TEAM FOR THE PROPOSED 2010 GREENRIDGE ANNEXATION PLAN BY THE CITY OF PFLUGERVILLE. (COMMISSIONER ECKHARDT) (9:34 AM)

Clerk's Note: Item 24 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

25. DISCUSS AND TAKE APPROPRIATE ACTION ON TRAVIS COUNTY PARTICIPATION IN THE CREATION OF AN AUSTIN/TRAVIS COUNTY SUSTAINABLE FOOD POLICY COUNCIL IN COLLABORATION WITH THE CITY OF AUSTIN. (COMMISSIONER ECKHARDT AND COMMISSIONER DAVIS) (10:38 AM) (1:49 PM) (4:50 PM)

Clerk's Note: Judge Biscoe announced that Item 25 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Members of the Court heard from: Council Member Mike Martinez, City of Austin; Council Member Laura Morrison, City of Austin and Mary Etta Gerhardt, Assistant County Attorney.

Motion by Commissioner Eckhardt **and seconded by** Commissioner Davis to approve the changes made to the Resolution in Item 25.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

26. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FISCAL YEAR 2008 ASSET FORFEITURE REPORTS AS REQUIRED BY CHAPTER 59.06 OF THE CODE OF CRIMINAL PROCEDURE FOR THE FOLLOWING DEPARTMENTS:
(9:34 AM)

- A. CONSTABLE PCT. 1;
- B. CONSTABLE PCT. 2;
- C. CONSTABLE PCT. 3;
- D. CONSTABLE PCT. 4; AND
- E. CONSTABLE PCT. 5.

Clerk's Note: Items 26.A-E approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

EXECUTIVE SESSION ITEMS

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

Note 2 Gov't Code Ann 551.072, Real Property

Note 3 Gov't Code Ann 551.074, Personnel Matters

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

27. RECEIVE BRIEFING FROM AND GIVE DIRECTION TO COUNTY ATTORNEY REGARDING SETTLEMENT OFFER IN ALISON TARTER WORKER'S COMPENSATION LIEN CASE; SUBROGATION. ¹ (1:49 PM) (4:50 PM)

Clerk's Note: Judge Biscoe announced that Item 27 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Motion by Judge Biscoe **and seconded by** Commissioner Daugherty that we agree to accept the \$20,000.00 in settlement of this matter with Travis County getting one-third or \$6,670.00, in settlement of our right to subrogation, reimbursement, etc.

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

28. RECEIVE BRIEFING FROM THE COUNTY ATTORNEY AND TAKE APPROPRIATE ACTION REGARDING THE PENDING LITIGATION IN TRAVIS COUNTY, TEXAS AND STATE OF TEXAS VS. COLDWATER DEVELOPMENT LTD. AND RODMAN EXCAVATION, INC., ET. AL. ¹ (1:49 PM) (4:51 PM)

Clerk's Note: Judge Biscoe announced that Item 28 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Discussion only. No formal action taken.

Item 28 to be reposted on December 2, 2008.

29. RECEIVE BRIEFING FROM THE COUNTY ATTORNEY, CONSIDER SETTLEMENT OFFER AND TAKE APPROPRIATE ACTION REGARDING TAKEOVER AGREEMENT BETWEEN TRAVIS COUNTY AND INSURORS INDEMNITY COMPANY AS PERFORMANCE BOND SURETY ON CONTRACT BETWEEN TRAVIS COUNTY AND DSSI CORPORATION FOR CONTROL PANEL UPGRADE AT TRAVIS COUNTY CORRECTIONAL COMPLEX BUILDINGS 2 AND 3. ¹ (1:49 PM) (4:51 PM)

Clerk's Note: Judge Biscoe announced that Item 29 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Motion by Judge Biscoe and seconded by Commissioner Eckhardt that we accept the settlement of \$100,000.00 from the bonding company; that we request the Sheriff's Office appropriate representatives to come to Court next Tuesday, December 2, 2008, and discuss with us the security matters involving this project.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

30. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING THE POTENTIAL PURCHASE OF REAL ESTATE IN CENTRAL AUSTIN. ^{1 AND 2}
(1:49 PM) (4:52 PM)

Clerk's Note: Judge Biscoe announced that Item 30 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

Clerk's Note: Items 30 and 31 are associated with one another.

Motion by Judge Biscoe **and seconded by** Commissioner Daugherty that we have these two items, Item 30 and 31, on the Court's Agenda on December 9, 2008 for consideration and appropriate action.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

Items 30 and 31 to be reposted on December 9, 2008.

31. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING THE POTENTIAL PURCHASE OF REAL ESTATE ALONG AIRPORT BOULEVARD.
^{1 AND 2} (1:49 PM) (4:52 PM)

Clerk's Note: Judge Biscoe announced that Item 31 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

Clerk's Note: Items 30 and 31 are associated with one another. Please refer to Item 30 for a summary of the action taken by the Court

- 32. RECEIVE BRIEFING FROM THE COUNTY ATTORNEY AND TAKE APPROPRIATE ACTION REGARDING THE MARAVILLA DEVELOPMENT (PRIMERA HOMES) IN CARDINAL HILLS ESTATES UNIT 15 AND THE STATUS OF THE FISCAL SURETY BOND FROM THE HARTFORD. ¹
(1:49PM) (4:52 PM)

Clerk's Note: Judge Biscoe announced that Item 32 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Motion by Commissioner Daugherty **and seconded by** Commissioner Gómez that we move forward with finalizing the agreement with the Hartford; and that we set and stage all of the necessary meetings that we need to have, and move forward with this project.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

Clerk's Note: The County Judge noted that the bond covers drainage, streets, and ditches, and specifically the checklist that Transportation and Natural Resources (TNR) has been negotiated with the bonding company, with no specific tracts of land. The County Judge also noted that there would be a copy of the proposed Agreement available for the public to view upon request.

- 33. CONSIDER AND TAKE APPROPRIATE ACTION ON CLAIM FROM WILLIAM AND LUISA BARLOW REGARDING ALLEGED DAMAGES TO LOT 75, CARDINAL HILLS ESTATES, UNIT 15, MARAVILLA SUBDIVISION. ¹
(1:49 PM) (4:55 PM)

Clerk's Note: Judge Biscoe announced that Item 33 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Members of the Court heard from: William Barlow, Claimant; Luisa Barlow, Claimant; and Stacey Scheffel, Flood Plain Manager, TNR.

Discussion only. No formal action taken.

Item 33 to be reposted on December 9, 2008.

TRAVIS COUNTY HOUSING FINANCE CORPORATION
AGENDA REQUEST

Work Session _____ Voting Session December 9, 2008 Executive Session _____
Date Date Date

- I. A. Request made by: Samuel T. Biscoe, President
Elected Official
- B. Requested Text: Consider and take appropriate action on request to approve minutes of Board of Director meetings of October 21, November 18, and November 25, 2008.

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.

**MINUTES OF THE MEETING
OF THE BOARD OF DIRECTORS OF
TRAVIS COUNTY HOUSING FINANCE CORPORATION
HELD ON TUESDAY, OCTOBER 21, 2008**

A regular meeting of the TRAVIS COUNTY HOUSING FINANCE CORPORATION Board of Directors was held on Tuesday, October 21, 2008, at 12:10 p.m. at Travis County Commissioners' Court Room, 314 W. 11th St., Austin, Texas pursuant to proper notice and call of said meeting.

Members of the Board of Directors in attendance were Samuel T. Biscoe, President; Sarah Eckhardt, Vice President; Gerald Daugherty, Treasurer; Margaret Gomez, Secretary and Ron Davis, Assistant Secretary.

1. CONSIDER AND TAKE APPROPRIATE ACTION ON RESULTS OF COMPLIANCE EXAMINATION OF TRAVIS STATION APARTMENTS PROJECT.

The Board heard from: Miguel Gonzalez, Sr. Financial Analyst

Motion: Director Davis moved to approve the examination report instructing management to update their quarterly compliance and to have staff conduct a follow up examination in six months.
Director Biscoe seconded the motion.

Motion carried:	Director Biscoe	yes
	Director Eckhardt	yes
	Director Daugherty	yes
	Director Gomez	yes
	Director Davis	yes

ADJOURN

The meeting was adjourned at 12:14 p.m.

Margaret Gomez, Secretary

**MINUTES OF THE MEETING
OF THE BOARD OF DIRECTORS OF
TRAVIS COUNTY HOUSING FINANCE CORPORATION
HELD ON TUESDAY, NOVEMBER 18, 2008**

A regular meeting of the TRAVIS COUNTY HOUSING FINANCE CORPORATION Board of Directors was held on Tuesday, November 18, 2008, at 1:38 p.m. at Travis County Commissioners' Court Room, 314 W. 11th St., Austin, Texas pursuant to proper notice and call of said meeting.

Members of the Board of Directors in attendance were Samuel T. Biscoe, President; Gerald Daugherty, Treasurer; Margaret Gomez, Secretary. Sarah Eckhardt, Vice President and Ron Davis, Assistant Secretary were absent.

1. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST FOR PAYMENT TO TRIMBUILT CONSTRUCTION, INC. AND Z-NON ELECTRIC, INC. FOR THE STATE JAIL VISITOR CENTER PROJECT.

The Board heard from: Harvey Davis, Manager
Jim Barr, Facilities Management

Motion: Director Gomez moved to approve payment as presented.
Director Daugherty seconded the motion.

Motion carried:

Director Biscoe	yes
Director Eckhardt	absent
Director Daugherty	yes
Director Gomez	yes
Director Davis	absent

Staff Note: \$250,836.70 payable to Trimbuilt Construction Inc.
\$2,053.00 payable to Z-Non Electric, Inc.

ADJOURN

The meeting was adjourned at 1:39 p.m.

Margaret Gomez, Secretary

**MINUTES OF THE MEETING
OF THE BOARD OF DIRECTORS OF
TRAVIS COUNTY HOUSING FINANCE CORPORATION
HELD ON TUESDAY, NOVEMBER 25, 2008**

A regular meeting of the TRAVIS COUNTY HOUSING FINANCE CORPORATION Board of Directors was held on Tuesday, November 25, 2008, at 1:23 p.m. at Travis County Commissioners' Court Room, 314 W. 11th St., Austin, Texas pursuant to proper notice and call of said meeting.

Members of the Board of Directors in attendance were Samuel T. Biscoe, President; Sarah Eckhardt, Vice President; Gerald Daugherty, Treasurer; Margaret Gomez, Secretary and Ron Davis, Assistant Secretary.

1. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO APPROVE PAYMENTS TO TRAVIS COUNTY FOR ACCOUNTING AND ADMINISTRATIVE SERVICES.

The Board heard from: Harvey Davis, Manager

Motion: Director Gomez moved to approve payment as presented.
Director Eckhardt seconded the motion.

Motion carried:

Director Biscoe	yes
Director Eckhardt	yes
Director Daugherty	yes
Director Gomez	yes
Director Davis	yes

Staff Note: Payment amount was \$56,837.14

2. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO APPROVE PAYMENT TO PROFESSIONAL SERVICES INDUSTRIES, INC. FOR THE STATE JAIL VISITOR CENTER PROJECT.

The Board heard from: Harvey Davis, Manager

Motion: Director Gomez moved to approve payment as presented.
Director Daugherty seconded the motion.

Motion carried:

Director Biscoe	yes
Director Eckhardt	yes
Director Daugherty	yes
Director Gomez	yes
Director Davis	yes

Staff Note: \$842.00 payable to Professional Service Industries, Inc.

3. CONSIDER AND TAKE APPROPRIATE ACTION TO APPROVE RESOLUTION APPROVING THE TRANSFER OF THE BENT OAKS APARTMENTS TO RRE BENT OAKS, LLC, AND AN AGREEMENT AND ASSUMPTION AGREEMENT RELATED THERETO.

The Board heard from: Harvey Davis, Manager
Cliff Blount, Attorney

Motion: Director Gomez moved to approve the resolution approving the transfer.
Director Daugherty seconded the motion.

Motion carried:

Director Biscoe	yes
Director Eckhardt	yes
Director Daugherty	yes
Director Gomez	yes
Director Davis	yes

Staff Note: Resource Real Estate agreed to pay the Corporation the \$5,500 assumption fee.

4. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO PREPARE A GRANT APPLICATION FOR FUNDING FROM THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS FOR A 2009/2010 TENANT BASED RENTAL ASSISTANCE PROGRAM.

The Board heard from: Harvey Davis, Manager
Sherri Fleming, Executive Manager – Health and Human Services & Veterans Services

Motion: Director Biscoe moved to authorize staff to prepare the grant application.
Director Eckhardt seconded the motion.

Motion carried:

Director Biscoe	yes
Director Eckhardt	yes
Director Daugherty	no
Director Gomez	yes
Director Davis	yes

ADJOURN

The meeting was adjourned at 1:47 p.m.

Margaret Gomez, Secretary

TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION
AGENDA REQUEST

Work Session _____ Voting Session December 9, 2008 Executive Session _____
Date Date Date

- I. A. Request made by: Samuel T. Biscoe, President
Elected Official
- B. Requested Text: Consider and take appropriate action on request to approve minutes of Board of Director meetings of November 18 and 25, 2008.

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.

**MINUTES OF THE MEETING
OF THE BOARD OF DIRECTORS OF
TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION
HELD ON TUESDAY, NOVEMBER 18, 2008**

A regular meeting of the TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION Board of Directors was held on Tuesday, November 18, 2008, at 1:39 p.m. at Travis County Commissioners' Court Room, 314 W. 11th St., Austin, Texas pursuant to proper notice and call of said meeting.

Members of the Board of Directors in attendance were Samuel T. Biscoe, President; Gerald Daugherty, Treasurer; Margaret Gomez, Secretary. Sarah Eckhardt, Vice President and Ron Davis, Assistant Secretary were absent.

1. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO APPROVE AN INVOICE FROM THE TRAVIS COUNTY WELLNESS PROGRAM.

The Board heard from: Harvey Davis, Manager

Motion: Director Gomez moved to approve payment of invoice.
Director Daugherty seconded the motion.

Motion carried:	Director Biscoe	yes
	Director Eckhardt	absent
	Director Daugherty	yes
	Director Gomez	yes
	Director Davis	absent

Staff Note: Invoice total was \$458.95 for 18 pedometers.

ADJOURN

The meeting was adjourned at 1:40 p.m.

Margaret Gomez, Secretary

**MINUTES OF THE MEETING
OF THE BOARD OF DIRECTORS OF
TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION
HELD ON TUESDAY, NOVEMBER 25, 2008**

A regular meeting of the TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION Board of Directors was held on Tuesday, November 25, 2008, at 1:48 p.m. at Travis County Commissioners' Court Room, 314 W. 11th St., Austin, Texas pursuant to proper notice and call of said meeting.

Members of the Board of Directors in attendance were Samuel T. Biscoe, President; Sarah Eckhardt, Vice President; Gerald Daugherty, Treasurer; Margaret Gomez, Secretary and Ron Davis, Assistant Secretary.

1. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO APPROVE PAYMENTS TO TRAVIS COUNTY FOR ACCOUNTING AND ADMINISTRATIVE SERVICES.

The Board heard from: Harvey Davis, Manager

Motion: Director Gomez moved to approve payment of invoice.
Director Davis seconded the motion.

Motion carried:	Director Biscoe	yes
	Director Eckhardt	yes
	Director Daugherty	yes
	Director Gomez	yes
	Director Davis	yes

Staff Note: Payment amount \$71,417.46.

ADJOURN

The meeting was adjourned at 1:49 p.m.

Margaret Gomez, Secretary

CAPITAL INDUSTRIAL DEVELOPMENT CORPORATION
TRAVIS COUNTY CULTURAL EDUCATION FACILITIES FINANCE CORPORATION

Work Session _____ Voting Session December 9, 2008 Executive Session _____
Date Date Date

- I. A. Request made by: Samuel T. Biscoe, President
Elected Official
- B. Requested Text: Consider and take appropriate action on request to approve minutes of Board of Director meeting of November 25, 2008.

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.

**MINUTES OF THE MEETING
OF THE BOARD OF DIRECTORS OF
TRAVIS COUNTY CULTURAL EDUCATION FACILITIES FINANCE
CORPORATION
HELD ON TUESDAY, NOVEMBER 25, 2008**

A regular meeting of the TRAVIS COUNTY CULTURAL EDUCATION FACILITIES FINANCE CORPORATION Board of Directors was held on Tuesday, November 25, 2008, at 1:48 p.m. at Travis County Commissioners' Court Room, 314 W. 11th St., Austin, Texas pursuant to proper notice and call of said meeting.

Members of the Board of Directors in attendance were Samuel T. Biscoe, President; Sarah Eckhardt, Vice President; Gerald Daugherty, Treasurer; Margaret Gomez, Secretary and Ron Davis, Assistant Secretary.

1. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO APPROVE PAYMENTS TO TRAVIS COUNTY FOR ACCOUNTING AND ADMINISTRATIVE SERVICES.

The Board heard from: Harvey Davis, Manager

Motion: Director Gomez moved to approve payment of invoice.
Director Davis seconded the motion.

Motion carried:	Director Biscoe	yes
	Director Eckhardt	yes
	Director Daugherty	yes
	Director Gomez	yes
	Director Davis	yes

Staff Note: Payment amount \$993.77.

ADJOURN

The meeting was adjourned at 1:49 p.m.

Margaret Gomez, Secretary

**MINUTES OF THE MEETING
OF THE BOARD OF DIRECTORS OF
CAPITAL INDUSTRIAL DEVELOPMENT CORPORATION
HELD ON TUESDAY, NOVEMBER 25, 2008**

A regular meeting of the CAPITAL INDUSTRIAL DEVELOPMENT CORPORATION Board of Directors was held on Tuesday, November 25, 2008, at 1:48 p.m. at Travis County Commissioners' Court Room, 314 W. 11th St., Austin, Texas pursuant to proper notice and call of said meeting.

Members of the Board of Directors in attendance were Samuel T. Biscoe, President; Sarah Eckhardt, Vice President; Gerald Daugherty, Treasurer; Margaret Gomez, Secretary and Ron Davis, Assistant Secretary.

1. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO APPROVE PAYMENTS TO TRAVIS COUNTY FOR ACCOUNTING AND ADMINISTRATIVE SERVICES.

The Board heard from: Harvey Davis, Manager

Motion: Director Gomez moved to approve payment of invoice.
Director Davis seconded the motion.

Motion carried:	Director Biscoe	yes
	Director Eckhardt	yes
	Director Daugherty	yes
	Director Gomez	yes
	Director Davis	yes

Staff Note: Payment amount \$895.63.

ADJOURN

The meeting was adjourned at 1:49 p.m.

Margaret Gomez, Secretary