

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Please consider the following item for:

Voting Session: January 27, 2009

I. A. Request made by: Leroy Nellis

APPROVE PROCLAMATION RECOGNIZING THE MONTH OF JANUARY 2009 AS "MENTORING MONTH" IN TRAVIS COUNTY.

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

09 JAN 20 PM 2:19

Travis County Commissioners Court



Proclamation

WHEREAS, January 2009 is National Mentoring Month; and

WHEREAS, Students with mentors are 75% less likely to drop out of school; and

WHEREAS, Schools with mentoring programs report 76% increase in student attendance rate; 84% increase in students passing classes; 60% decline in suspensions from school; 58% of students achieving higher grades; and

WHEREAS, Students with mentors are 46% less likely to start using drugs; 27% less likely to start using alcohol; 33% less likely to hit someone; and

WHEREAS, many opportunities are available to volunteer as a mentor including Austin Partners in Education (www.austinpartners.org), The Seedling Foundation (www.seedlingfoundation.net), Communities in Schools, Big Brothers-Big Sisters and many more; and

NOW THEREFORE, BE IT RESOLVED, that the Travis County Commissioners Court proclaim the month of January 2009 as

MENTORING MONTH

in Travis County, Texas and encourage Travis County employees to participate as mentors to Austin/Travis County area students.

BE IT FURTHER RESOLVED THAT The Commissioners Court encourages Travis County supervisors to allow employees a flexible work schedule in order to allow them to participate as a mentor while performing their county responsibilities.

SIGNED AND ENTERED THIS _____ DAY OF JANUARY, 2009.

SAMUEL T. BISCOE
COUNTY JUDGE

RON DAVIS
COMMISSIONER, PCT. 1

KAREN L. HUBER
COMMISSIONER, PCT. 3

SARAH ECKHARDT
COMMISSIONER, PCT. 2

MARGARET J. GÓMEZ
COMMISSIONER, PCT. 4

Item #

2

Travis County Commissioners Court Agenda Request

Meeting Date: January 27, 2009

I. A. Requestor: Judge Biscoe Phone # 854-9555

B. Specific Agenda Wording:

APPROVE PROCLAMATION RECOGNIZING THE LADIES AUXILIARY TO THE VETERANS OF FOREIGN WARS

09 JAN 21 PM 2:02

C. Sponsor: _____
County Commissioner or County Judge

II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request.

B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request.

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

- Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

- Contract, Agreement, Travis County Code - Policy & Procedure

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to County Judge's office, Room 520, in writing by Tuesdays at 12:00 p.m. for the next week's meeting. Late or incomplete requests may be deferred to the following week's meeting.

Travis County Commissioners Court Agenda Request

Voting Session January 27, 2009
(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 \$479,061.40, for the period of January 9, 2009 to January 15, 2009.

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
Rodney Rhoades	854-9106

III. Required Authorizations: Checked if applicable:

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

Received by _____
 Date _____

**TRAVIS COUNTY
RECOMMENDATION FOR TRANSFER OF FUNDS**

DATE: January 27, 2009

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: January 9, 2009 to January 15, 2009

REIMBURSEMENT REQUESTED FOR THIS PERIOD: \$479,061.40

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 \$479,061.40.

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
JANUARY 9, 2009 TO JANUARY 15, 2009

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

Last Updated 1-23-09 at 2:17pm

CUSTOMERS WHO NORMALLY FUND ON MONDAY WILL BE ASKED TO DO SO ON FRIDAY
 BASED ON THE MARTIN LUTHER KING JR. HOLIDAY ACCELERATED SYSTEM FEED SCHEDULE.

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

FROM: UNITEDHEALTH GROUP
 AB5

NOTIFICATION OF AMOUNT OF REQUEST FOR: TRAVIS COUNTY

DATE: 2009-01-16 REQUEST AMOUNT: \$1,217,268.35

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: 2009-01-15	\$757,626.59
- REQUIRED BALANCE TO BE MAINTAINED:	\$1,938,718.00
+ PRIOR DAY REQUEST:	\$00.00
- UNDER DEPOSIT:	\$1,181,091.41
+ CURRENT DAY NET CHARGE:	\$36,176.94
+ FUNDING ADJUSTMENTS:	\$00.00
REQUEST AMOUNT:	\$1,217,268.35

ACTIVITY FOR WORK DAY: 2009-01-09

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$30,434.13	\$00.00	\$30,434.13
TOTAL:	\$30,434.13	\$00.00	\$30,434.13

ACTIVITY FOR WORK DAY: 2009-01-12

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$131,782.00	\$00.00	\$131,782.00

UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2009_01_15

CONTR_NBR	PLN_ID	TRANS_AMT	SRS_DESG_NBR	CHK_NBR	GRP_ID	CLM_ACCT_NBR	ISS_DT	TRANS_TYP_CD	TRANS_DT	WK_END_DT
701254	632	1.68 RA		36233401 A		3	1/9/2009	100	1/13/2009	1/15/2009
701254	632	1.38 RA		38012131 AF		11	1/12/2009	100	1/14/2009	1/15/2009
701254	632	0.8 UW		31248887 AH		1	1/2/2009	20	1/14/2009	1/15/2009
701254	632	0.49 UW		31269812 AE		9	1/2/2009	20	1/13/2009	1/15/2009
701254	632	0.04 RA		36230607 AA		1	1/9/2009	100	1/13/2009	1/15/2009
701254	632	-1.75 UU		24172611 AH		1	3/24/2008	50	1/13/2009	1/15/2009
701254	632	-10.79 Q6		74369296 AH		5	1/7/2009	50	1/13/2009	1/15/2009
701254	632	-36.49	26	122328 AH		1	1/12/2009	50	1/15/2009	1/15/2009
701254	632	-53.79 Q6		58487702 AI		16	1/6/2009	50	1/12/2009	1/15/2009
701254	632	-100 UV		42082021 AF		2	1/7/2009	50	1/13/2009	1/15/2009
701254	632	-119 NN		SSN0000C AL		0	1/7/2009	600	1/13/2009	1/15/2009
701254	632	-152 UV		65503143 AH		6	1/6/2009	50	1/12/2009	1/15/2009
701254	632	-201.53	28	1765285 A		1	1/9/2009	55	1/14/2009	1/15/2009
701254	632	-413.66 UU		87378282 AH		9	1/6/2009	50	1/12/2009	1/15/2009
701254	632	-434.89	26	120101 AH		1	1/12/2009	50	1/15/2009	1/15/2009
701254	632	-700	26	121304 AH		7	1/12/2009	50	1/15/2009	1/15/2009
701254	632	-950	26	121522 AA		6	1/12/2009	50	1/15/2009	1/15/2009
701254	632	-1458 UV		80406282 AH		1	1/6/2009	50	1/12/2009	1/15/2009
701254	632	-3533.4 UV		59721396 AH		5	9/26/2008	60	1/12/2009	1/15/2009

479,061.40

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

For the payment week ending: 01/15/2009

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

Travis County - Hospital and Self Insurance Fund (526)

Journal Entry for the Reimbursement to United Health Care

For the payment week ending: 1/15/2009

TYPE	MEMBER TYPE	TRANS_AMT
<i>CEPO</i>		
	EE	
	526-1145-522.45-28	59,714.13
	RR	
	526-1145-522.45-29	8,666.21
Total CEPO		\$68,380.34
<i>EPO</i>		
	EE	
	526-1145-522.45-20	100,985.02
	RR	
	526-1145-522.45-21	13,822.49
Total EPO		\$114,807.51
<i>PPO</i>		
	EE	
	526-1145-522.45-25	267,194.12
	RR	
	526-1145-522.45-26	28,679.43
Total PPO		\$295,873.55
Grand Total		\$479,061.40

**TRAVIS COUNTY
RECOMMENDATION FOR TRANSFER OF FUNDS**

DATE: January 27, 2009
 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: January 9, 2009
 TO: January 15, 2009

REIMBURSEMENT REQUESTED: \$ 479,061.40

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:	\$ 1,217,268.35
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT: January 21, 2009	\$ (738,207.12)
Adjust to balance per UHC	\$ 0.17
TOTAL REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**:	\$ 479,061.40
PAYMENTS DEEMED NOT REIMBURSABLE	\$ -
TRANSFER OF FUNDS REQUESTED:	\$ 479,061.40

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

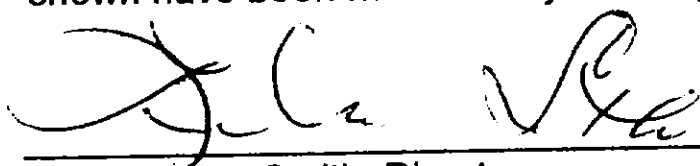
All claims over \$25,000 (1 this week totaling \$52,000.00) have been audited for data entry accuracy and the following information is correct for each claim audited: date of service, eligibility, nature of service, name of and amount billed by provider, amount billed by date and amount paid by UHC.

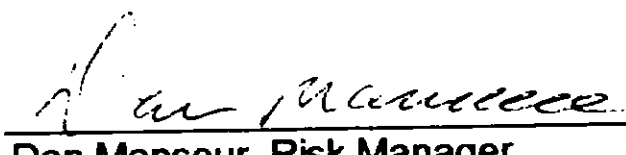
Fifteen percent (15%) of all claims under \$25,000 (\$74,447.39) have been audited for data entry accuracy and the following information is correct for each claim identified for this random review: date of service, eligibility, nature of service, name of and amount billed by provider, date and amount paid by UHC. Claims in this random audit met the above requirements but may qualify for more detailed analysis through other resources.

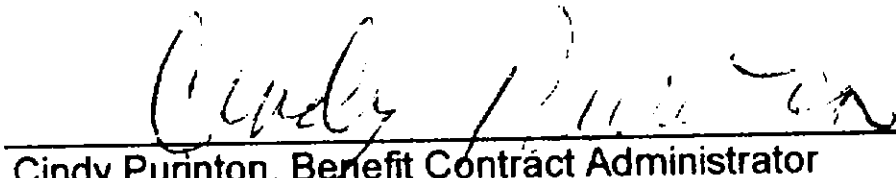
All claims have been reviewed to determine if they have exceeded the \$175,000 stop loss limit. For claims that have exceeded the limit, it has been verified that UHC has complied with the contract. This week credits for stop loss and other reimbursements totaled \$8,165.30.

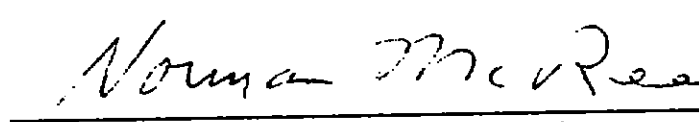
All claims submitted in this transfer have been audited to confirm accuracy of billing and legitimacy of claim under the service provisions of the health care contract and all are contractually legitimate, legally incurred and accurately billed claims.

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 1-21-09
Date


 Dan Mansour, Risk Manager 1-21-09
Date


 Cindy Purinton, Benefit Contract Administrator 1-21-09
Date


 Norman McRee, Financial Analyst 1/21/09
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.

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Travis County Commissioners Court Agenda Request

Voting Session 1/27/09
(Date)

Work Session _____
(Date)

I. Request made by:

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

A. Routine Personnel Actions

B. Non-Routine Personnel Action

Constable Pct 1 – POPS Policy - Travis County Code § 10.0295 (d)(4).

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

January 27, 2009

ITEM # :

DATE: January 16, 2009

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

VIA: Alicia Perez, Executive Manager, Administrative Operations

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

SUBJECT: Weekly Personnel Amendments

Attached are Personnel Amendments for Commissioners Court approval.

- | |
|---|
| <p>A. Routine Personnel Actions – Pages 2 – 7.</p> <p>B. Non-Routine Personnel Action – Pages 7 - 8.
 <u>Constable Pct 1</u> requests an exception to hire above step 5 for Slot #2, Chief Deputy Constable; PG 66 – Peace Officer Pay Scale (POPS) - Travis County Code § 10.0295 (d)(4): All personnel newly hired for Non-TCSO positions subject to POPS start at step 1, 3, or 5 on POPS. Department requests to place new hire at step 10. PBO has confirmed funding to step 10.</p> |
|---|

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

LMS/LAS/clr

Attachments

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

WEEKLY PERSONNEL ASSIGNMENTS - ROUTINE

NEW HIRES				
Dept.	Slot	Position Title	Requests /Salary	HRMD Recommends Level/Salary
Civil Courts	101	Court Operations Officer	16 / \$41,783.44	16 / \$41,783.44
Civil Courts	125	Attorney III	24 / \$64,205.12	24 / \$64,205.12
Constable 2	31	Deputy Constable Sr	19 / \$48,234.37	19 / \$48,234.37
Constable 2	34	Constable Sergeant	21 / \$50,183.95 (Authorized Slot is Green-Circled)	21 / \$50,183.95 (Authorized Slot is Green-Circled)
Constable 2	36	Deputy Constable	18 / \$40,950.21 (Authorized Slot is Green-Circled)	18 / \$40,950.21 (Authorized Slot is Green-Circled)
Constable 2	39	Deputy Constable	18 / \$40,950.21 (Authorized Slot is Green-Circled)	18 / \$40,950.21 (Authorized Slot is Green-Circled)
Constable 2	44	Deputy Constable Sr	19 / \$48,234.37	19 / \$48,234.37
County Atty	89	Law Clerk I (Part-time)	14 / Minimum / \$15,778.26	14 / Minimum / \$15,778.26
County Atty	122	Law Clerk I (Part-time)	14 / Minimum / \$15,778.26	14 / Minimum / \$15,778.26
District Atty	9	Attorney VI**	28 / Minimum / \$81,389.78 (Authorized Slot is Green-Circled)	28 / Minimum / \$81,389.78 (Authorized Slot is Green-Circled)
Juvenile Court	546	Counselor Sr	16 / Level 1 / \$37,211.20	16 / Level 1 / \$37,211.20
Sheriff	290	Cadet**	80 / Step 1 / \$33,750.91	80 / Step 1 / \$33,750.91
Sheriff	402	Cadet**	80 / Step 1 / \$33,750.91	80 / Step 1 / \$33,750.91
Sheriff	423	Cadet**	80 / Step 1 / \$33,750.91	80 / Step 1 / \$33,750.91
Sheriff	450	Cadet**	80 / Step 1 / \$33,750.91	80 / Step 1 / \$33,750.91
Sheriff	463	Cadet**	80 / Step 1 / \$33,750.91	80 / Step 1 / \$33,750.91
Sheriff	1192	Cadet**	80 / Step 1 / \$33,750.91	80 / Step 1 / \$33,750.91
Sheriff	1201	Cadet**	80 / Step 1 / \$33,750.91	80 / Step 1 / \$33,750.91
Sheriff	1388	Cadet**	80 / Step 1 / \$33,750.91	80 / Step 1 / \$33,750.91
Sheriff	1482	Cadet**	80 / Step 1 / \$33,750.91	80 / Step 1 / \$33,750.91
Sheriff	1597	Deputy Sheriff Law Enforcement**	72 / Step 1 / \$45,485.02	72 / Step 1 / \$45,485.02
Temporary to Regular			Actual vs Authorized	

TEMPORARY APPOINTMENTS					
Dept.	Slot	Position Title	Request Grade/Salary	Recommendations Grade/Salary	Status Type
Civil Courts	50016 (2 nd Job)	Court Bailiff	10 / \$11.58	10 / \$11.58	05
Probate Court	20021	Accountant Assoc	13 / \$14.18	13 / \$14.18	02
Tax Collector	20043	Administrative Asst I	11 / \$12.39	11 / \$12.39	02
Temporary Status Type Codes: Temporary less than 6 mos = 02 (Project Work) 6 mos = 05, includes Retirement Benefits)					

POSITION						
		Position Title/Grade	Position Title/Grade	Annual Salary	Annual Salary	
County Atty	183**	Attorney II* / Grd 22	Attorney III / Grd 24	\$58,960.86	\$62,086.34	Career Ladder. Pay is at minimum of pay grade.
Actual vs Authorized						

PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / REASSIGNMENTS / TEMPORARY ASSIGNMENTS						
Dept.	Slot	Grade - Salary	Dept.	Slot	Grade - Salary	Comments
Civil Courts	Slot 68	Court Reporter / Grd 24 / \$74,641.10	Civil Courts	Slot 68	Court Reporter / Grd 24 / \$75,358.82	Salary adjustment. Pay is between min and midpoint of pay grade.
Constable 1	Slot 2	Chief Deputy Constable / Grd 66 / \$67,982.10	Constable 1	Slot 8	Deputy Constable Sr / Grd 63 / \$56,559.57	Voluntary job change. Peace Office Pay Scale (POPS).
Actual vs Authorized						

PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TERMINATIONS				
Date	Slot - Position Title - Grade - Salary	Slot - Position Title - Grade - Salary	Slot - Position Title - Grade - Salary	Comments
Constable 2	Slot 5 / Deputy Constable Sr / Grd 19 / \$44,604.98	Constable 2	Slot 40 / Deputy Constable Sr / Grd 19 / \$44,604.98	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Constable 2	Slot 40 / Deputy Constable Sr / Grd 19 / \$44,604.98	Constable 2	Slot 40 / Deputy Constable Sr / Grd 19 / \$48,234.37	Salary adjustment. Pay is between min and midpoint of pay grade.
Constable 2	Slot 6 / Constable Sergeant / Grd 21 / \$55,436.16	Constable 2	Slot 6 / Deputy Constable Sr / Grd 19 / \$48,234.37	Voluntary job change. Pay is between min and midpoint of pay grade.
Constable 2	Slot 26 / Deputy Constable / Grd 18 / \$41,348.32	Constable 2	Slot 29 / Deputy Constable / Grd 18 / \$41,348.32 (Authorized slot is green-circled)	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Constable 2	Slot 29 / Deputy Constable / Grd 18 / \$41,348.32 (Authorized Slot is Green-Circled)	Constable 2	Slot 29 / Deputy Constable / Grd 18 / \$40,950.21 (Authorized Slot is Green-Circled)	Salary adjustment.
Constable 2	Slot 32 / Constable Corporal* / Grd 20 / \$49,004.19	Constable 2	Slot 32 / Constable Sergeant / Grd 21 / \$52,109.41	Promotion. Pay is between min and midpoint of pay grade.
Constable 2	Slot 34 / Constable Corporal* / Grd 20 / \$48,084.78	Constable 2	Slot 37 / Deputy Constable Sr / Grd 19 / \$46,252.54	Voluntary job change. Pay is between min and midpoint of pay grade.
Constable 2	Slot 30 / Deputy Constable Sr / Grd 19 / \$45,788.98	Constable 2	Slot 30 / Deputy Constable Sr / Grd 19 / \$46,252.54	Salary adjustment. Pay is between min and midpoint of pay grade.
Constable 2	Slot 37 / Deputy Constable* / Grd 18 / \$44,856.00	Constable 2	Slot 26 / Deputy Constable / Grd 18 / \$44,856.00 (Authorized Slot is Green-Circled)	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Constable 2	Slot 26 / Deputy Constable / Grd 18 / \$44,856.00 (Authorized Slot is Green-Circled)	Constable 2	Slot 26 / Deputy Constable / Grd 18 / \$40,950.21 (Authorized Slot is Green-Circled)	Salary adjustment.
Constable 2	Slot 41 / Deputy Constable Sr / Grd 19 / \$44,604.98	Constable 2	Slot 41 / Deputy Constable Sr / Grd 19 / \$48,234.37	Salary adjustment. Pay is between min and midpoint of pay grade.

* Actual vs Authorized

Dept. (From)	Slot - Position Title - Grade - Salary	Dept. (To)	Slot - Position Title - Grade - Salary	Comments
Constable 3	Slot 27 / Constable Sergeant / Grd 64 / \$50,183.95	Constable 2	Slot 5 / Deputy Constable Sr / Grd 19 / \$48,234.37	Voluntary job change. Transition from Peace Officer Pay Scale (POPS) to Classified Pay Scale. Pay is between min and midpoint of pay grade.
Constable 3	Slot 39 / Deputy Constable / Grd 61 / \$44,275.30	Constable 3	Slot 27 / Constable Sergeant / Grd 64 / \$52,109.41	Promotion. Peace Office Pay Scale (POPS).
Juvenile Court	Slot 101 / Administrative Asst II / Grd 13 / \$34,366.07	Juvenile Court	Slot 526 / Accountant Assoc / Grd 13 / \$34,366.07	Lateral transfer. Employee transferred to different slot, different position, same department, same pay grade, retains current pay.
Juvenile Court	Slot 436 / Juvenile Res Trt Ofcr III / Grd 14 / \$40,031.59	Juvenile Court	Slot 599 / Juvenile Detention Ofcr II / Grd 13 / \$38,030.01	Employee demoted from pay grade 14 to 13. HRMD reviewed supporting documents. Pay is between midpoint and max of pay grade.
Sheriff	Slot 1414 / Cadet* / Grd 80 / \$33,750.91	Sheriff	Slot 1647 / Security Coord / Grd 12 / \$27,573.10	Demotion. Transition from Peace Officer Pay Scale (POPS) to Classified Pay Scale.
Sheriff	Slot 1438 / Counselor Sr / Grd 16 / \$40,257.00	Sheriff	Slot 110 / Social Svcs Prgm Coord / Grd 17 / \$42,269.85	Promotion. Pay is between min and midpoint of pay grade.
Tax Collector	Slot 136 / Office Specialist Sr / Grd 12 / \$28,473.10	Tax Collector	Slot 135 / Tax Compliance Ofcr / Grd 13 / \$29,501.26	Promotion. Pay is at minimum of pay grade.

CONSTABLE POST 2 - NON-TCSO PEACE OFFICERS				TRANSITION FROM CLASSIFIED SCALE TO NON-TCSO PEACE OFFICER PAY SCALE EFFECTIVE 1/16/09			
Dept	Step	Current Title / Position	Current Pay Grade	HRMP Recommendations			
				Proposed Title / Position	Proposed Pay Grade	Proposed Salary	Proposed Pay Grade
Constable 2	39	Deputy Constable Sr / 19951	NE 19	Deputy Constable / 61070	NE	61	
Constable 2	41	Deputy Constable Sr / 19951	NE 19	Deputy Constable Sr / 62074	NE	62	
Constable 2	5	Constable Sergeant / 21953	NE 21	Deputy Constable Sr / 62074	NE	62	
Constable 2	6	Constable Sergeant / 21953	NE 21	Deputy Constable Sr / 62074	NE	62	
Constable 2	26	Deputy Constable / 18950	NE 18	Deputy Constable / 61070	NE	61	
Constable 2	44	Constable Corporal / 20952	NE 20	Deputy Constable / 61070	NE	61	
Constable 2	30	Deputy Constable Sr / 19951	NE 19	Deputy Constable Sr / 62074	NE	62	
Constable 2	31	Deputy Constable Sr / 19951	NE 19	Deputy Constable Sr / 62074	NE	62	
Constable 2	37	Deputy Constable Sr / 19951	NE 19	Deputy Constable Sr / 62074	NE	62	
Constable 2	40	Constable Corporal / 20952	NE 20	Deputy Constable Sr / 62074	NE	62	
Constable 2	10	Constable Corporal / 20952	NE 20	Deputy Constable / 61070	NE	61	
Constable 2	29	Deputy Constable Sr / 19951	NE 19	Deputy Constable Sr / 62074	NE	62	
Constable 2	34	Constable Corporal / 20952	NE 20	Constable Sergeant / 64158	NE	64	
Constable 2	32	Constable Corporal / 20952	NE 20	Constable Sergeant / 64158	NE	64	
Constable 2	36	Constable Lieutenant / 22210	E 22	Deputy Constable / 61070	NE	61	
Constable 2	2	Chief Deputy Constable / 23954	E 23	Chief Deputy Constable / 66160	E	66	

Commissioners Court approved on 1/16/09

Emergency Services	31	Financial Analyst / 17008	E	17	Financial Analyst Lead / 22013	E	22
TNR	211	Accountant Assoc / 13003	NE	13	Accountant / 16005	E	16

Departments requested in order to meet departmental needs. All positions are currently available.

SECTION B - Non-Routine Personnel Action

Position Title	Step	Position Title	Step / Salary	Comments
Constable 1	2	Chief Deputy Constable	66 / Step 10 / \$81,721.74	Exception to Travis County Code § 10.0295 (d)(4). Placing at Step 10 of the POPS scale.

Department requested in order to meet departmental needs. All positions are currently available. However, Elected Official requests the flexibility for the transition of new hire.

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

Karen L. Huber, Commissioner, Pct. 3

Margaret Gomez, Commissioner, Pct. 4



DANNY THOMAS

TRAVIS COUNTY CONSTABLE

1811 SPRINGDALE ROAD, STE. 120
AUSTIN, TEXAS 78721
OFFICE (512) 854-7510 FAX (512) 929-0981

To: Linda Moore Smith, Luane Shull
Cynthia Lam-Roldan

From: Constable Thomas *Danny Thomas*

Subject: FY 09 non-routine action

Date: January 15, 2009

This is a memorandum representing a formal request for a FY 09 non routine action for Commissioners Court to consider approval step 10 on policy number 10.0295. The pay policy only allows step 1, 3, or 5.

has over 30 years of experience and expertise in Law Enforcement. Fifteen of the thirty years has been executed in a supervisory capacity. has a multiplicity of credentials for example, a Bachelor's of Science in Administration of Justice and a Master Peace Office License from TCLEOSE. has also served in a leadership capacity as the President of TPOA and as lead negotiator in contracting.

is definitely an asset to Pct One with all of his attributes that he brings with him. He will bring positive change to the Precinct as well as Travis County.

The monies in the amount \$7598 are available in Permanent Salary Savings account # 001-3102-566-0712.

I am requesting an increase from \$74,123.30 to \$81,721.74

8



TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Voting Session: January 27, 2009

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

B. Requested text: CONSIDER AND TAKE APPROPRIATE ACTION REGARDING
ADOPTING AND APPROVING THE TRAVIS COUNTY GREEN BUILDING
RESOLUTION.

COMMISSIONER GOMEZ

COMMISSIONER ECKHARDT

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

Roger A. El Khoury, M.S., P.E., Director, Facilities Management Department (4-4579)

III. Required Authorizations: Please check if applicable.

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

- _____ Change in your department's personnel (reorganization, restructuring etc.)

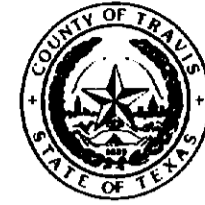
Purchasing Office (854-9700)

- _____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

- _____ Contract, Agreement, Policy & Procedure

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RECEIVED
COUNTY CLERK'S OFFICE



FACILITIES MANAGEMENT DEPARTMENT


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

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

MEMORANDUM

TO: The Commissioners Court

VIA: Alicia Perez, Executive Manager Administrative Operations

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

DATE: January 21, 2009

SUBJECT: Travis County Green Building Policy

Proposed Motion:

Consider and take appropriate action regarding adopting and approving the Travis County Green Building Resolution.

Summary and Staff Recommendation:

Facilities Management Department (FMD) recommends approval of a resolution to establish a Travis County Facilities Management Department Green Building Policy. FMD provided a presentation on the proposed Green Building Policy for Travis County Building Projects during a work session with the Commissioners Court on January 15, 2009. The attached resolution would formally adopt and approve the recommended Green Building Policy as presented.

Background

As discussed in the work session, FMD recommends establishing a goal to target, to the greatest extent practical, the U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED trademark) silver level certification for new and renovated facilities budgeted at one million dollars or over. FMD also recommends using the principles of LEED to the greatest extent practical and reasonable for renovation and rehabilitation projects budgeted below one million dollars.

Budgetary and Fiscal Impact:

N/A

Required Authorizations:

Legal: John Hille, Jr., Assistant County Attorney

Budget: N/A

Purchasing: N/A

Exhibit:

Proposed Resolution

A RESOLUTION
TO ESTABLISH A TRAVIS COUNTY FACILITIES MANAGEMENT DEPARTMENT
GREEN BUILDING POLICY

WHEREAS, commercial and residential buildings nationally consume 40 percent of energy and 72 percent of total electricity and are responsible for 39 percent of the greenhouse gas emissions in the United States; and,

WHEREAS, commercial and residential buildings nationally contribute 136 million tons of construction and demolition waste annually; and,

WHEREAS, it is anticipated that adhering to a Green Building Policy will result in design and construction practices that significantly reduce operation and maintenance costs and do much to eliminate the negative impact of buildings on the environment and the occupants of the buildings; and,

WHEREAS, the United States Green Building Council has emerged as the leading standard for designing, constructing and certifying the worlds greenest buildings through its Leadership in Energy and Environmental Design (LEED trademark) certification system; and,

WHEREAS, Travis County Government has identified and or incorporated green building design and construction practices into several projects including but not limited to the East Side Service Center, the renovation of new CJC courtrooms; and,

WHEREAS, Travis County Government has incorporated green building practices into several building maintenance projects including but not limited to the

Heman Marion Sweat Travis County Courthouse Renovations, the Executive Office Building elevator upgrades; and,

WHEREAS, on January 15, 2009, the Travis County Commissioners Court was briefed on the Travis County Facilities Management Department Green Building benefits and initiatives; and,

WHEREAS, Travis County Government desires to be at the forefront of addressing environmental issues through implementation of a Travis County Green Building Policy to incorporate sustainable green building design and construction practices into new county building projects as well as renovation projects and those facility projects that the County may ultimately own or provide funding for the operating and maintenance costs.

Now, Therefore,

BE IT RESOLVED BY THE TRAVIS COUNTY COMMISSIONERS COURT:

Section One. That the Facilities Management Department Director is hereby authorized to fully implement its Green Building Policy to promote consistent application of a sustainable building philosophy beginning with the facility projects included in the Fiscal Year 2009 budget and thereafter; the goal is established to target, to the greatest extent practical, the U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED trademark) silver level certification for new and renovated facilities budgeted at one million dollars or over; to use the principles of LEED to the greatest extent practical and reasonable for renovation and rehabilitation projects budgeted below one million dollars; and each project will be assessed for the

appropriate certification level with the goal of maximizing long-term benefits, such as operating and maintenance savings, while minimizing up-front costs.

Section Two. That this resolution shall take effect immediately from its passage in accordance with the provision of the Travis County Government Commissioners Court and is accordingly so resolved.

The above Resolution was passed by a majority of those present and voting in accordance with the Policies and Procedures of Travis County, and applicable law.

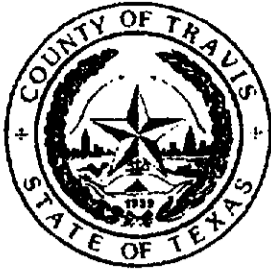
By: _____
Samuel T. Biscoe
County Judge

By: _____
Ron Davis
Commissioner, Pct. 1

By: _____
Sarah Eckhardt
Commissioners, Pct. 2

By: _____
Karen L. Huber
Commissioner, Pct. 3

By: _____
Margaret J. Gómez
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

8

Approved by: _____

M. Bice 1-21-09 MB

Voting Session: Tuesday, January 27, 2009

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

A. APPROVE ORDER EXEMPTING THE PURCHASE OF PROFESSIONAL CIVIL AND PERMITTING ENGINEERING SERVICES AT THE TRAVIS COUNTY JAIL FROM THE COMPETITIVE PROCUREMENT PROCESS PURSUANT TO SECTION 262.024 (A)(4) OF THE TEXAS LOCAL GOVERNMENT CODE.

B. APPROVE CONTRACT AWARD FOR PROFESSIONAL CIVIL AND PERMITTING ENGINEERING SERVICES FOR BUILDING 103 AND B12 PARKING LOT, CONTRACT NO. 09K00159DG, TO PATE ENGINEERS, INC. (SHERIFF'S OFFICE)

Points of Contact:

Purchasing: Diana Gonzalez

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

County Attorney (when applicable): John Hille

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro and Jose Palacios

➤ **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.

TCSO requests approval of an exemption order and contract award for Civil and Permitting Engineering Services for Building 103 and B12 Parking Lot. This project affects the utilization of the new 1,336 bed facility being constructed at the TCCC in Del Valle by adding a storage building and additional parking to the complex.

Pate Engineers, Inc. submitted a proposal within the engineer's estimated cost in the amount of \$50,600.00, which TCSO has deemed to be fair and reasonable. Pate Engineers, Inc. has first-hand knowledge of the engineering design required for the two projects and has the drawing data on their software system. In addition, Pate Engineers Inc. has done similar design work at the TCCC and has experience with obtaining permits required from the City of Austin for this type of work. TCSO has determined Pate Engineers Inc. to be the best qualified for the services required and recommends that a contract be awarded to Pate Engineers, Inc. in the amount of \$50,600.00.

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

Not applicable

➤ **Contract-Related Information:**

Award Amount: \$50,600.00 (NTE Amount)

Contract Type: Professional Services

Contract Period: 90 Calendar Days after NTP issuance

➤ **Solicitation-Related Information:**

Solicitations Sent: N/A

Responses Received: N/A

HUB Information: N/A

% HUB Subcontractor: N/A

➤ **Special Contract Considerations:**

Award has been protested; interested parties have been notified.

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

Comments:

➤ **Funding Information:**

Purchase Requisition in H.T.E.: 458346

Funding Account(s): 001-3735-824-8102

➤ **Statutory Verification of Funding:**

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



GREG HAMILTON
TRAVIS COUNTY SHERIFF

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

JAMES N. SYLVESTER
Chief Deputy

DARREN LONG
Major - Corrections

SCOTT BURROUGHS
Major - Law Enforcement

MARK SAWA
Major - Administration & Support

MEMORANDUM

Project No: TCSO- 177143

TO: Diana Gonzalez, Purchasing Agent

FROM: Mark Stefanov, P.E., TCSO Senior Engineer

DATE: December 31, 2008

SUBJECT: CIVIL AND PERMITTING ENGINEERING SERVICES REQUEST FOR BUILDING 103 AND B12 PARKING

The Travis County Sheriffs Office Senior Engineer recommends the selection of Pate Engineers, Inc. to provide Engineering and permitting services. The discretionary exemption should be supported as the selection is known to have the qualifications required to do the work.

Some of the more important reasons for the selecting Pate Engineers, Inc. are:

1. The firm already has experience with the City of Austin agencies that will be required for permits,
2. They have done similar design work at Travis County Correctional Complex in the recent past, which was done to the professional standards that the Travis County Sheriff's Office Engineer requires,
3. They work well with the Travis County Sheriff's Office Engineer, who will be overseeing the design work,
4. They are well informed on the project,
5. They already have the drawing data for the work in their system,
6. They are familiar with the engineering data required for the two projects for which the design is being procured, and
7. They have demonstrated the ability to work on the unique aspects of engineering in a correctional facility.

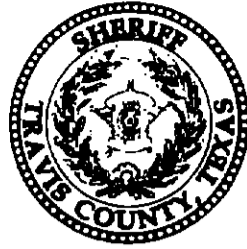
Questions may be directed to the TCSO Engineer, Mark Stefanov at 854-5321.

COPY TO: Major Long (memo only via e-mail),
Major Sawa (memo only via e-mail),
TCSO Fiscal Office,
File

M:\Projects\2009\177143-B103 Property, Records New Building\177143-CE-SoleSourceMemoCivil.doc



Safety, Integrity, Tradition of Service



GREG HAMILTON TRAVIS COUNTY SHERIFF

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

JAMES N. SYLVESTER
Chief Deputy

DARREN LONG
Major - Corrections

SCOTT BURROUGHS
Major - Law Enforcement

MAEK SAWA
Major - Administration & Support

*Jiang
12-1-08
MB*

MEMORANDUM

Project No: TCSO- 177143

TO: Cyd Grimes, C.P.M., Purchasing Agent
FROM: Mark Stefanov, P.E., TCSO Senior Engineer
DATE: November 25, 2008
SUBJECT: CIVIL AND PERMITTING ENGINEERING SERVICES FOR TCCC BUILDING 103 AND PARKING

The PSA, with modified scope of work and other pertinent areas the responsibility of the TCSO Engineer for the above project, is attached. It is also readily available in Word from the Travis County Server at \\Tcso_dv\VOL1\Users\StefanM\Projects\2009\177143-B103 Property, Records New Building\177143-CE-PurchaseMemoCivil.doc. Questions may be directed to the TCSO Engineer, Mark Stefanov at 854-5321. Please initiate the PSA and provide the IFB Contract numbers so that they may be incorporated in the design documents.

It is respectfully requested that Pate Engineers, Inc., 7801 N. Capital of Texas Hwy. Ste 350 Street, Austin, TX 78731, be utilized for this service to expedite the process, which is currently critical with regards to scheduling. This project affects the utilization of the new 1,336 bed facility being constructed at the Travis County Correctional Complex. Pate Engineers, Inc. is the best qualified for the services required. Additionally, this firm already has experience with the City of Austin agencies that will be required for permits. Their fee, \$50,600, has been negotiated and is acceptable to TCSO's requesting party, Major Long.

why?

Travis County Sheriff's Office fiscal will load a requisition into HTE for this engineering. The funding is in the 2009 FY Capital Budget.

COPY TO: Major Long (memo only via e-mail),
Major Sawa (memo only via e-mail),
TCSO Fiscal Office,
File

*Exemption
needed.*

PURCHASING
OFFICE

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Safety, Integrity, Tradition of Service

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TRAVIS COUNTY
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TRAVIS COUNTY
Account Balance Inquiry

Fiscal Year :	2009
Account number :	1-3735-824.81-02
Fund :	001 GENERAL FUND
Department :	37 SHERIFF
Division :	35 CORRECTIONS BUREAU
Basic activity :	82 CAPITAL AQUISITION FUNDS
Sub activity :	4 CORRECTIONS & REHAB
Element :	81 CAPITAL OUTLAY
Object :	02 PURCHSD SERV-BLDG IMPROVM
Budget :	1,485,929
Encumbered amount :	274,098.79
Pre-encumbered amount :	255,600.00
Expenditures :	5,209.34-
Total expenditures :	524,489.45
Balance :	961,439.55

Press Enter to continue.

F3=Exit F12=Cancel

PURCHASE REQUISITION NBR: 0000458346

REQUISITION BY: RON RIZZATO 854-5395

STATUS: AUDITOR APPROVAL
REASON: ROUTINE NEW PROPERTY BLDG MARK STEFANOV 854-4192

DATE: 12/10/08

SHIP TO LOCATION: NOT APPLICABLE

SUGGESTED VENDOR: 55391 PATE ENGINEERS INC

DELIVER BY DATE: 1/01/09

1 ENGINEERING, SEE PROFESSIONAL SERVICES AGREEMENT 49600.00 DOL 1.0000 49600.00
 FOR CIVIL WORK RELATED TO NEW PROPERTY BUILDING
 AND EMPLOYEE PARKING LOT. BASIC EXPENSES.
 WORK ORDER #177143
 NEW BUILDING DEVELOPEMNT FOR PROPERTY STORAGE,
 NEXT TO EXISTING BUILDING. WORK ALSO INCLUDES
 DESIGN OF PARKING LOT NEAR ADMINISTRATION BUILDING
 THE FUNDS FOR THIS WORK ARE FROM THE FY09 APPROVED
 \$577K BUDGET LINE.
 COMMODITY: BUILDING IMPROVEMENT SVCS
 SUBCOMMOD: SPECIAL CONSTRUCTIONS

2 ENGINEERING, SEE PROFESSIONAL SERVICES AGREEMENT 1000.00 DOL 1.0000 1000.00
 FOR CIVEL WORK RELATED TO NEW PROPERTY BUILDING
 AND EMPLOYEE PARKING OT. REIMBURSABLE EXPENSES.
 COMMODITY: BUILDING IMPROVEMENT SVCS
 SUBCOMMOD: SPECIAL CONSTRUCTIONS

REQUISITION TOTAL: 50600.00

LINE #	ACCOUNT	A C C O U N T	I N F O R M A T I O N	PROJECT	AMOUNT
1	00137358248102	CAPITAL OUTLAY		DAA004	49600.00
		PURCHSD SERV-BLDG IMPROVM		CLASSIFICATIONS 3790	
2	00137358248102	CAPITAL OUTLAY		DAA004	1000.00
		PURCHSD SERV-BLDG IMPROVM		CLASSIFICATIONS 3790	

50600.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

12/11/08 RETURNED PER DEPT REQUEST BY PHONE. JP

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

TRAVIS COUNTY
AND
PATE ENGINEERS, INC.

FOR

ENGINEERING SERVICES

TRAVIS COUNTY CORRECTIONAL COMPLEX STORAGE BUILDING AND
PARKING LOT EXPANSION SITE PLAN

CONTRACT NO. PS090141DG

PROJECT NO. TCSO-477143

JAN 7 2009

PROFESSIONAL SERVICES AGREEMENT (PSA)

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- EXHIBIT 10 CONFLICT OF INTEREST QUESTIONNAIRE
- EXHIBIT 11 SCOPE OF SERVICES
- EXHIBIT 12 PROJECT SCHEDULE

PROFESSIONAL SERVICES AGREEMENT (PSA)

**STATE OF TEXAS §
COUNTY OF TRAVIS §**

This Agreement is made and entered into by and between Travis County, Texas, a political subdivision of the State of Texas, (the "COUNTY") and Pate Engineers, Inc. (the "CONSULTANT") (this "Agreement").

WHEREAS, the COUNTY desires to obtain professional engineering services in support of the Travis County Correctional Complex Storage Building and Parking Lot Expansion Site Plan (the "Project"); and

WHEREAS, the CONSULTANT has the professional ability and expertise to fulfill the requirements of the Project, and;

WHEREAS, this Agreement is exempted from the bidding requirements of the County Purchasing Act pursuant to Section 262.024(a)(4) of the Local Government Code as this is a contract for professional services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the amount and sufficiency of which are acknowledged, the COUNTY and the CONSULTANT agree as follows:

**SECTION 1
EMPLOYMENT OF THE CONSULTANT**

- 1.1 The COUNTY agrees to contract with the CONSULTANT as an independent contractor and the CONSULTANT agrees to perform professional engineering services as described herein. As a condition to this contractual obligation, it is specifically agreed that any disputes arising hereunder shall be submitted to the Travis County Sheriff's Office Facilities Maintenance Engineer (the "PROJECT MANAGER"). Disputes pertaining to non-technical matters shall be handled in accordance with Paragraph 11.9 of this Agreement. The PROJECT MANAGER shall have complete authority for the purpose of resolving technical matters. In all other cases, the decision of the Travis County Commissioners Court (the "Commissioners Court") shall be final and binding.
- 1.2 The COUNTY shall provide the CONSULTANT convenient access to all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relative to existing facilities and to the Project. The CONSULTANT shall make copies of needed information and promptly return all originals. Cost of such copies will be a reimbursable expense. The CONSULTANT's copies of the foregoing material shall be returned to the COUNTY upon completion of the Project, if the PROJECT MANAGER so instructs the CONSULTANT.
- 1.3 The COUNTY cannot guarantee the accuracy of all information which it provides to the CONSULTANT. The CONSULTANT may rely on professional sealed documents to the extent that the original professional would have been held liable for the information contained therein, in accordance with industry standard practice. Information provided in record or as-built documents that is critical to the current design work should be field verified by the CONSULTANT in accordance with his professional judgment. The CONSULTANT may rely on other project information provided by the COUNTY, such as program data or design criteria, in accordance with industry standards, except as otherwise modified herein.

- 1.4 If the PROJECT MANAGER observes or otherwise becomes aware of any fault or defect in the Work Product, as defined herein, the PROJECT MANAGER shall give prompt written notice thereof to the CONSULTANT. The CONSULTANT shall correct any such fault or defect at no cost to the COUNTY.

**SECTION 2
BASIC SERVICES OF THE CONSULTANT**

- 2.1 The CONSULTANT shall be responsible for the complete design and documentation of the work described herein, and shall prepare the Work Product, as defined herein, which shall be acceptable to the PROJECT MANAGER. The CONSULTANT shall also serve as the COUNTY'S professional consultant in those phases of the Project to which this Agreement applies and shall consult with and give advice to the COUNTY during the performance of the Project.
- 2.2 The CONSULTANT shall perform the "Basic Services," which shall mean:
 - 2.2.1 all elements of labor, materials and equipment required for the Project, which shall be rendered to the satisfaction of the PROJECT MANAGER and the Commissioners Court and in accordance with the requirements, policies, and standard practices of Travis County;
 - 2.2.2 the detailed Scope of Services for the Project, set forth in Exhibit 11, attached hereto and made a part hereof (the "Scope of Services");
 - 2.2.3 the Work Product, as defined herein, which the CONSULTANT shall submit to the COUNTY for review and acceptance.
 - 2.2.4 the Work Product, as defined herein, which the CONSULTANT shall submit to the COUNTY for review at regular intervals, as specified in the Project Schedule to be provided by the CONSULTANT, attached hereto as Exhibit 12 and made a part hereof.
- 2.3 The CONSULTANT shall use all applicable codes as adopted by authority having jurisdiction in performing the Basic Services for the Project.

**SECTION 3
CONSTRUCTION COST**

- 3.1 The construction cost is the total cost to the COUNTY of all elements of the Project designed or specified by the CONSULTANT (the "Construction Cost").
- 3.2 The Construction Cost includes the cost at current market rates, including a reasonable allowance for overhead and profit, (i) of labor and materials and any equipment which has been designed, specified, selected, or specially provided for by the CONSULTANT and (ii) of permitting fees and other fees and charges required by the City of Austin or other governmental authorities. The Construction Cost does not include the compensation of the CONSULTANT and other consultants.

- 3.3 Detailed estimates of the Construction Cost prepared by the CONSULTANT represent the CONSULTANT'S best judgment as a design professional familiar with the construction industry. The CONSULTANT MAY RELY ON RS MEANS CURRENT EDITION FOR UNIT PRICES. It is recognized, however, that neither the CONSULTANT nor the COUNTY has control over the cost of labor, materials, or equipment, over contractor's methods of determining bid prices, or over competitive bidding, market, or negotiating conditions.
- 3.4 The CONSULTANT may include contingencies for design, bidding, and price escalation to determine what materials, equipment, component systems, and types of construction are to be included in the Work Product (as defined in Section VII), and may include in the Work Product alternate bids to adjust the Construction Cost to the fixed limit.
- 3.5 If the Project budget or fixed limit of Construction Cost is exceeded by the lowest responsible bid, the COUNTY may:
- (1) give written approval of an increase in the Project budget or fixed limit,
 - (2) authorize rebidding of the Project within a reasonable time,
 - (3) if the Project is abandoned, terminate this Agreement, or
 - (4) revise the scope of the Project to reduce the Construction Cost.
- 3.6 If the COUNTY chooses to proceed under clause 3.5 (4) above, the CONSULTANT, without additional compensation, shall modify the documents that the CONSULTANT is responsible for preparing under the Basic Services portion of this Professional Services Agreement, as necessary to comply with the fixed limit.
- 3.7 The CONSULTANT shall estimate the portion of the project budget for the portions of the construction designed or specified by the CONSULTANT, including reimbursables, contingency, permit fees and agency fees. The budget shall not include (i) hazardous material testing and removal if any is required or (ii) any costs for furniture, fixtures and equipment. As part of the services, the CONSULTANT shall report any suspected occurrence of hazardous materials in the areas of proposed remodeling to the County. Hazardous materials abatement work will be provided by the County under separate contract.

SECTION 4 COMPENSATION AND PAYMENT SCHEDULE

- 4.1 In consideration of the CONSULTANT's performance of the Basic Services, the CONSULTANT shall receive the Basic Services compensation described in Exhibit I, attached hereto and made a part hereof. The Basic Services compensation shall be paid in accordance with the payment schedule set forth in Exhibit I.
- 4.2 For the performance of services not specifically described in the Basic Services (the "Additional Services"), the CONSULTANT shall receive the Additional Services compensation described in Exhibit I.

- 4.3 In the event of any dispute over the classification of the CONSULTANT's services as "Basic" or "Additional" services under this Agreement, the decision of the PROJECT MANAGER shall be final and binding on the CONSULTANT.

SECTION 5 PERIOD OF SERVICE

- 5.1 The CONSULTANT shall perform the professional services described herein, whether "Basic" or "Additional" services, in accordance with the Project Schedule, attached hereto as Exhibit 12 and made a part hereof.
- 5.2 This Agreement shall become effective on the Effective Date, as defined herein, and shall remain in full force and effect for the period required for the complete design of, construction contract award for, and construction of the Project, including warranty periods and any extensions of time as provided herein (the "Project Completion Date"), unless sooner terminated as provided for herein.
- 5.3 If the performance by CONSULTANT or the COUNTY of either party's obligations hereunder is interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party hereto, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof. Upon the discovery of such an event, the party whose performance is affected under this section shall notify the other party, and a special meeting shall be called by the PROJECT MANAGER to propose a program for a solution to the problem, and if necessary, to establish an estimated period of time of suspension or extension of the Project Completion Date. A written request for an extension of time, when properly documented and justified by the circumstances, may be granted by the PROJECT MANAGER.

SECTION 6 COORDINATION WITH COUNTY

- 6.1 The PROJECT MANAGER shall act on behalf of the COUNTY with respect to any and all services to be performed under this Agreement. The PROJECT MANAGER shall have complete authority to interpret and define the COUNTY's policies and decisions with respect to the CONSULTANT's services. The PROJECT MANAGER may designate representatives to transmit instructions and receive information.
- 6.2 The CONSULTANT shall not commence work until the CONSULTANT has been thoroughly briefed on the scope of the Project by the PROJECT MANAGER. The CONSULTANT shall not commence work on the Project until receipt of a written notice to proceed issued by the Travis County Purchasing Agent upon the recommendation of the PROJECT MANAGER (the "Notice to Proceed"). The CONSULTANT shall not commence work on any phase of the Project, as such phases are described in the Scope of Services, until receipt of written authorization to proceed, which shall be issued by the PROJECT MANAGER.
- 6.3 The CONSULTANT shall furnish all available data and reasonable assistance necessary to comply with established application, review, and approval processes for any permits, grants, or planning advances required for the Project. The CONSULTANT shall familiarize himself with and comply with established application, review, and approval processes as necessary to assure that reasonable compliance will cause no delay to the Project Schedule.

- 6.4 The CONSULTANT shall have the responsibility at all times under the terms of this Agreement for advising the COUNTY whether in the CONSULTANT's judgment it is feasible to proceed with the Project given any constraints affecting the Project.
- 6.5 The CONSULTANT shall cooperate and coordinate with the COUNTY's staff and other consultants and contractors as reasonable and necessary in performance of this Agreement and as required by the PROJECT MANAGER.

SECTION 7 WORK PRODUCT

- 7.1 The term "Work Product" shall mean any reports, plans, specifications and other documents created, obtained or assembled in connection with performance of this Agreement and with the services rendered in connection with the Project, including but not limited to any and all deliverables for each phase of the Project as described in the Scope of Services.
- 7.2 The Work Product shall be submitted by the CONSULTANT for each phase of the Project on or before the dates specified in the Project Schedule provided by the CONSULTANT. Upon receipt of the Work Product, the submission shall be checked for completion. A "Complete" submission shall mean that all items listed, referenced and otherwise described in this Agreement relating to that phase of the Project have been included.
- 7.3 If the submission is Complete, the COUNTY shall notify the CONSULTANT and the COUNTY's Technical Review Process, as defined herein, will begin. If the submission is incomplete, the COUNTY shall notify the CONSULTANT, who shall perform such professional services as are required to complete the Work Product for that phase and shall resubmit it to the COUNTY.
- 7.4 COUNTY's "Technical Review Process" shall mean County's review of the Complete Work Product for substantial compliance with the technical specifications and requirements included in the Basic Services. If necessary, the Complete Work Product shall be returned to the CONSULTANT, who shall perform any professional services required for such compliance and resubmit the Complete Work Product to the COUNTY.
- 7.5 The process described in paragraph 7.3 shall be repeated until County accepts the Work Product. "Acceptance" shall mean that in the PROJECT MANAGER's opinion substantial compliance with the technical specifications and requirements has been achieved.
- 7.6 After Acceptance, the CONSULTANT shall perform any required modifications, corrections, redesigns, and additional work as requested by the COUNTY and any other governmental entities having jurisdiction over the Project and as necessary to receive final approval by the PROJECT MANAGER. "Approval" shall mean formal written recognition that the Work Product for that phase is Complete and that compliance with the technical specifications and requirements has been fully achieved.
- 7.7 In the event of any dispute over the classification of the CONSULTANT's Work Product as "Complete", "Accepted", or "Approved" under this Agreement, the decision of the PROJECT MANAGER shall be final and binding on the CONSULTANT.

**SECTION 8
REVISION TO WORK PRODUCT**

- 8.1 After Approval by County of the Work Product for each Project phase, the CONSULTANT shall, without additional compensation, perform any professional services required as a result of the CONSULTANT's development of the Work Product which are found to be in error or omission. In addition, if it is necessary to revise the Work Product in order to make the Project constructable, the CONSULTANT shall do so without additional compensation. However, after Approval by County, any revisions, additions, or other modifications made at the COUNTY's request for the convenience of County, which involve extra services and expenses to the CONSULTANT, shall entitle the CONSULTANT to additional compensation for such extra services and expenses and shall be paid as Additional Services in accordance with Exhibits 1 and 2. Written authorization for Additional Services must be obtained in advance in accordance with Exhibit 1.

**SECTION 9
REIMBURSABLE EXPENSES**

- 9.1 "Reimbursable Expenses" shall mean expenses in addition to the compensation for Basic Services or Additional Services set forth in Exhibits 1 and 2, and shall include actual expenditures made by the CONSULTANT in the interest of the Project for the items listed below:
- 9.1.1 Expense of reproductions, renderings and plotting of drawings, specifications and other documents for other than the in-house use of the CONSULTANT or his subconsultants, postage and delivery expenses for the Work Product, as well as non-labor and subconsultant expenses incurred in the performance of the Basic Services; and
- 9.1.2 Expense of review and permitting fees as required by governmental authorities having jurisdiction over the Project.
- 9.2 Unless this Agreement has been amended or modified as provided herein, at no time shall the payments made for each of the above-listed categories of Reimbursable Expenses exceed the amount shown in Exhibit 1.
- 9.3 Payment of Reimbursable Expenses shall be made monthly upon presentation of the CONSULTANT's statement of expenses incurred. Receipts for all reimbursable expenses shall be submitted with each invoice. The COUNTY does not reimburse for sales taxes paid by the CONSULTANT. The CONSULTANT may obtain a Tax Exempt Certificate from the Travis County Purchasing Office.

**SECTION 10
SUSPENSION AND TERMINATION OF AGREEMENT**

- 10.1 **SUSPENSION.** The COUNTY may suspend performance of this Agreement at any time for any reason without terminating this Agreement by giving CONSULTANT written Notice of Suspension (a "Notice of Suspension"). The "Effective Date of Suspension" shall be the date on which CONSULTANT receives the Notice of Suspension, and this date shall begin the Suspension Period. Performance may be reinstated and this Agreement resumed in full force and effect within sixty (60) days of receipt by the CONSULTANT of written notice of reinstatement from the COUNTY. Upon the Effective Date of Suspension, the CONSULTANT shall follow the procedures described below:

10.1.1 Upon receipt of a Notice of Suspension, the CONSULTANT shall, unless the Notice otherwise directs, immediately begin to phase out and discontinue all services in connection with the performance of this Agreement and shall prepare a statement detailing the services performed under this Agreement prior to the Effective Date of Suspension. Copies of all completed or partially completed designs, plans, and specifications prepared under this Agreement prior to the Effective Date of Suspension, including but not limited to the Work Product, shall be prepared for possible delivery to the COUNTY upon COUNTY's request.

10.1.2 During the Suspension Period, the CONSULTANT may submit the above-referenced statement to the COUNTY for payment of the approved services actually performed under this Agreement, less previous payments.

10.2 TERMINATION FOR CONVENIENCE. The COUNTY reserves the right to terminate this Agreement for reasons other than default by the CONSULTANT, including for any reason deemed by Commissioners Court to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order, by delivering to the CONSULTANT a written notice (a "Notice of Termination"), which shall take effect on the tenth day following receipt by the CONSULTANT ("Termination for Convenience"). Termination for Convenience shall not be made when termination is authorized under any other provisions of this Agreement and Termination for Convenience shall not be taken with the intention of awarding the same or similar contract requirements to another source.

10.2.1 Upon receipt of a Notice of Termination and prior to the effective date of termination, the CONSULTANT shall, unless the Notice of Termination otherwise directs, immediately begin to phase out and discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after receipt of a Notice of Termination, the CONSULTANT shall submit a statement showing in detail the services performed under this Agreement prior to the effective date of termination.

10.2.2 Copies of all completed or partially completed designs, plans, specifications and other work product prepared under this Agreement prior to the effective date of termination shall be delivered to the COUNTY as a precondition to any final payment due under this Agreement.

10.2.3 Upon the above conditions being met, the COUNTY shall pay the CONSULTANT for approved services actually performed under this Agreement prior to termination, less previous payments.

10.2.4 Failure by the CONSULTANT to submit the required statement described in paragraph 10.2.1 and to comply with the above stated conditions shall constitute a waiver by the CONSULTANT of any and all rights or claims to collect the fee that CONSULTANT may rightfully be entitled to for services performed under this Agreement.

10.3 TERMINATION FOR DEFAULT. Either party may terminate this Agreement for the failure of the other party to perform any provisions of this Agreement, through no fault of the terminating party ("Termination for Default") by delivering written notice of termination (a "Notice of Termination for Default") to the defaulting party.

The Notice of Termination for Default shall take effect on the tenth day following receipt by the defaulting party. In the event of Termination for Default, the COUNTY and its officials, agents and representatives shall not be liable for loss of any profits.

10.4 Termination by CONSULTANT:

- 10.4.1 In the event the CONSULTANT exercises its right to terminate for default by the COUNTY, within thirty (30) days after receipt by the COUNTY of the CONSULTANT's Notice of Termination for Default, the CONSULTANT shall submit a statement detailing the services performed under this Agreement prior to the effective date of termination.
- 10.4.2 Copies of all completed or partially completed designs, plans, specifications and other work product prepared under this Agreement prior to the effective date of termination shall be delivered to the COUNTY as a precondition to any final payment due under this Agreement.
- 10.4.3 Upon the above conditions being met, the COUNTY shall pay the CONSULTANT for approved services actually performed under this Agreement prior to termination, less previous payments.
- 10.4.4 Failure by the CONSULTANT to submit the required statement described in paragraph 10.4.1 and to comply with the above stated conditions shall constitute a waiver by the CONSULTANT of any and all rights or claims to collect the fee that CONSULTANT may rightfully be entitled to for services performed under this Agreement.

10.5 Termination by COUNTY:

- 10.5.1 Upon receipt by the CONSULTANT of a Notice of Termination for Default and prior to the effective date of termination, the CONSULTANT shall, unless the Notice of Termination otherwise directs, immediately begin to phase out and discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after receipt of a Notice of Termination for Default, the CONSULTANT shall submit a statement showing in detail the services performed under this Agreement prior to the effective date of termination.
- 10.5.2 Copies of all completed or partially completed designs, plans, specifications and other work product prepared under this Agreement prior to the effective date of termination shall be delivered to the COUNTY as a precondition to any final payment due under this Agreement.
- 10.5.3 Upon the above conditions being met, the COUNTY shall pay the CONSULTANT for approved services actually performed under this Agreement prior to termination, less previous payments.
- 10.5.4 Failure by the CONSULTANT to submit the required statement described in paragraph 10.5.1 and to comply with the above stated conditions shall constitute a waiver by the CONSULTANT of any and all rights or claims to collect the fee that CONSULTANT may rightfully be entitled to for services performed under this Agreement.

- 10.6 All references to time in this Agreement shall be measured in calendar days unless otherwise specified.

SECTION 11 CONSULTANT'S RESPONSIBILITY AND LIABILITY

- 11.1 The CONSULTANT covenants to undertake no task in which a professional license or certificate is required unless CONSULTANT or someone under CONSULTANT's direction is appropriately licensed. In the event such licensed individual's license expires, is revoked, or is canceled, the CONSULTANT shall inform the COUNTY of such event within five (5) working days.
- 11.2 The CONSULTANT shall be responsible for conformance with applicable federal and state laws, COUNTY permitting requirements, and city ordinances currently in effect.
- 11.3 Acceptance and Approval of the Work Product by the COUNTY shall not release the CONSULTANT of any responsibility or liability for the accuracy and competency of CONSULTANT's designs, working drawings, specifications, or other documents or work performed under this Agreement. Neither Acceptance nor Approval by the COUNTY shall be an assumption of responsibility or liability by the COUNTY for any defect, error, or omission in the designs, working drawings, specifications, or other documents prepared by the CONSULTANT.
- 11.4 Notwithstanding anything in this AGREEMENT to the contrary, the CONSULTANT shall perform all services and responsibilities required of the CONSULTANT under this Agreement using at least that standard of care which a reasonably prudent CONSULTANT in Travis County, Texas, would use in similar circumstances. The CONSULTANT shall perform the duties set forth in this Agreement in a good and workmanlike manner and nothing in this Agreement shall be construed to relieve the CONSULTANT of this duty.
- 11.5 Any employee of the CONSULTANT, who in the opinion of the COUNTY is incompetent or whose conduct becomes detrimental to the work or coordination with the COUNTY, shall upon the COUNTY's request be immediately removed from association with the Project.
- 11.6 The CONSULTANT shall place his Texas Professional CONSULTANT's seal of endorsement on all documents and Engineering data furnished to the COUNTY, as required by law.
- 11.7 CONSULTANT is an independent contractor under this Agreement. Neither CONSULTANT nor any officer, agent, servant or employee of CONSULTANT shall be classified as an employee or servant of COUNTY.
- 11.8 **INDEMNIFICATION.** THE CONSULTANT AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS COUNTY AND ITS OFFICIALS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, ACTIONS, SUITS, AND LIABILITY OF ANY KIND WHETHER MERITORIOUS OR NOT, INCLUDING WITHOUT LIMITATION ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY, ARISING IN WHOLE OR IN PART FROM ANY NEGLIGENT ACT, NEGLIGENT ERROR OR NEGLIGENT OMISSION OF THE CONSULTANT OR ANY OF ITS EMPLOYEES, AGENTS, REPRESENTATIVES OR SUBCONTRACTORS ON ACCOUNT OF, ARISING OR RESULTING FROM , DIRECTLY OR INDIRECTLY, THE PERFORMANCE OF THIS AGREEMENT.
- 11.8.1 If any claim, or other action, that relates to the CONSULTANT's performance under this Agreement, including proceedings before an administrative agency, is made or brought by any

person, firm, corporation, or other entity **against** the CONSULTANT, the CONSULTANT shall give written notice to County of the following information:

- (i) the existence of the **claim**, or other action, within ten (10) working days after being notified of it;
- (ii) the name and address of the **person**, firm, corporation, or other entity that made a claim, or that instituted **any type** of action or proceeding;
- (iii) the alleged basis of the **claim**, action or proceeding;
- (iv) the court or administrative **tribunal**, if any, where the claim, action or proceeding was instituted; and
- (v) the name or names of **any person** against whom this claim is being made.

11.8.2 Except as otherwise directed, the CONSULTANT shall furnish to County copies of all pertinent papers received by the CONSULTANT **with** respect to making these claims or actions and all court pleadings related to the defense of **these** claims or actions.

11.9 **DISPUTES AND APPEALS (OCT '03)**: The Purchasing Agent acts as the County representative in the issuance and administration of this contract in relation to disputes. Any document, notice, or correspondence not issued by or to the Purchasing Agent in relation to disputes is void unless otherwise stated in this contract. If the Contractor does not agree with any document, notice, or correspondence issued by the Purchasing Agent, or other authorized County person, the Contractor must submit a written notice to the Purchasing Agent within ten (10) calendar days after receipt of the document, notice, or correspondence, outlining the exact point of disagreement in detail. If the matter is not resolved to the Contractor's satisfaction, Contractor may submit a written Notice of Appeal to the Commissioners Court, through the Purchasing Agent, if the Notice is submitted within ten (10) calendar days after receipt of the unsatisfactory reply. Contractor then has the right to be heard by Commissioners Court.

11.10 **CONFLICT OF INTEREST QUESTIONNAIRE**

11.10.1 This Section is subject to Chapter 176 of the Texas Local Government Code. If required under Section 176.006, Subsection (a), Local Government Code, Consultant shall file a completed Conflict of Interest Questionnaire in accordance with the requirements of Chapter 176 of the Local Government Code. The standard questionnaire form is set forth in Exhibit 10, attached hereto and hereby incorporated by reference herein for all purposes.

11.10.2 Within the applicable, authorized time period prescribed in Section 176.006, Subsection (a-1), Consultant shall file the completed Conflict of Interest Questionnaire with the Travis County Clerk whose address is 5501 Airport Boulevard, Austin, Texas 78751.

11.10.3 Consultant shall file an updated, completed Questionnaire with the Travis County Clerk not later than the seventh (7th) business day after the date of an event that would make a statement in the Questionnaire incomplete or inaccurate.

11.10.4 The law requires that the County provide access to Conflict of Interest Questionnaires filed under Chapter 176, Local Government Code, on the County's website at www.co.travis.tx.us. However,

the law does not require that the County release information which is excepted from disclosure under the Texas Public Information Act.

11.10.5 As between County and Consultant, Consultant shall be solely responsible for the preparation of its Conflict of Interest Questionnaire, the accuracy and completeness of the contents contained therein and ensuring compliance with all applicable requirements of Chapter 176 of the Local Government Code.

SECTION 12 OWNERSHIP OF DOCUMENTS

- 12.1 The Consultant shall furnish the County with Work Product as requested, whether or not they are complete at the end of the Project, or upon suspension or termination of this Agreement, as provided herein. The Consultant shall have the right to retain copies of the Work Product for its records.
- 12.2 The Work Product, and any other documents, including estimates, computer tapes, graphic files, tracings, calculations, analyses, reports, specifications, field notes, and data prepared by the CONSULTANT in performance of this Agreement, together with all intellectual property and proprietary rights in and to all such documents, shall upon creation become the sole and exclusive property of the COUNTY and upon completion of the Project shall be delivered to the COUNTY in an organized fashion with the CONSULTANT retaining a copy.
- 12.3 Any reuse by the CONSULTANT of any such documents described in paragraphs 12.1 and 12.2 without the specific and prior written consent of the COUNTY shall be at the CONSULTANT's sole risk and without liability or legal exposure to the COUNTY. Should this Agreement be terminated prior to completion of the Project, the CONSULTANT shall not be liable for the COUNTY's use of partially completed designs, plans, or specifications on this Project or any other Project.
- 12.4 The CONSULTANT shall not be responsible for any use or any modifications to the documents described in paragraphs 12.1 and 12.2 performed by any other entity, without the specific written consent of the CONSULTANT.

SECTION 13 MAINTENANCE OF AND RIGHT OF ACCESS TO RECORDS

- 13.1 The CONSULTANT agrees to maintain appropriate accounting records of costs, expenses, and payrolls of employees working on the Project, together with documentation of evaluations and study results for a period of five years after final payment for completed services and all other pending matters concerning this Agreement have been closed.
- 13.2 The CONSULTANT further agrees that the COUNTY or its duly authorized representatives shall have access to any and all books, documents, papers and records of the CONSULTANT, which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

**SECTION 14
MISCELLANEOUS**

- 14.1 **VENUE**. This Agreement is governed by and shall be construed in accordance with the laws of the United States of American and the State of Texas, and all obligations under this Agreement are performable in Travis County, Texas. Venue for any dispute arising out of this Agreement will lie in the appropriate court of Travis County, Texas.
- 14.2 **SEVERABILITY**. If any portion or portions of this Agreement are ruled invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the remainder of it shall remain valid and binding.
- 14.3 **EQUAL OPPORTUNITY IN EMPLOYMENT**. The CONSULTANT agrees, during the performance of the services under this Agreement, to comply with the equal opportunity in employment provisions cited in Exhibit 3, attached hereto and made a part hereof.
- 14.4 **CERTIFICATE OF CONSULTANT**. The CONSULTANT certifies that neither the CONSULTANT nor any members of the CONSULTANT's firm has:
- 14.4.1 Employed or retained for a commission, percentage, brokerage, contingency fee, or other consideration, any firm or person (other than a bonafide employee working solely for the CONSULTANT) to solicit or secure the services provided by this Agreement.
 - 14.4.2 Agreed, as an expressed or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person other than in connection with carrying out the services to be performed under this Agreement.
 - 14.4.3 Paid or agreed to pay to any firm, organization, or person (other than bonafide employees working solely for the CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the services provided under this Agreement.
 - 14.4.4 The CONSULTANT further agrees that this certification may be furnished to any local, state or federal governmental agencies in connection with this Agreement and for those portions of the Project involving participation of agency grant funds and is subject to all applicable state and federal, criminal and civil laws.
- 14.5 **BIDDING EXEMPTION**. This Agreement is exempted from the bidding requirements of the COUNTY Purchasing Act pursuant to Section 262.024(a)(4) of the Local Government Code as this is a contract for professional services.
- 14.6 **NOTICE**. Any notice required or permitted to be given under this Agreement by one party to the other shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the address set forth in this section for the party to whom the notice is given, or on the third day following mailing if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party at the address set forth in this section.

The address of the COUNTY for all purposes under this Agreement, unless such notice is specifically directed otherwise, shall be:

COUNTY: Cyd V. Grimes (or successor)
Travis County Purchasing Agent
P.O. Box 1748
Austin, Texas. 78767

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

Mark Stefanov, P.E. (or successor)
Travis County Sheriff's Office Maintenance Engineer
P.O. Box 1748
Austin, Texas 78767

The address of the CONSULTANT for all purposes under this Agreement, unless such notice is specifically directed otherwise, shall be:

Pate Engineers, Inc.
Michael Fisher, P.E.
7801 North Capital of Texas Highway, Suite 350
Austin, Texas 78731
512-340-0604

14.7 INSURANCE REQUIREMENTS. The CONSULTANT agrees during the performance of the services under this Agreement to comply with the insurance requirements set forth in Exhibit 4, attached hereto and made a part hereof.

14.8 FORFEITURE OF AGREEMENT. The CONSULTANT shall forfeit all benefits of this Agreement and the COUNTY shall retain all performance by the CONSULTANT and recover all consideration, or the value of all consideration, paid to the CONSULTANT pursuant to this Agreement if:

- (i) The CONSULTANT was doing business at the time of submitting its Qualifications Statement or had done business during the 365-day period immediately prior to the date on which its Qualifications Statement was due with one or more Key Contracting Persons if the CONSULTANT has not disclosed the name of any such Key Contracting Person in its Qualifications Statement, which is expressly incorporated in this Agreement; or
- (ii) The CONSULTANT does business with a Key Contracting Person after the date on which the Qualifications Statement that resulted in this Agreement and prior to full performance of this Agreement and fails to disclose the name of that Key Contracting Person in writing to each member of the Commissioners Court and to the Travis County Clerk within 10 days after commencing business with that Key Contracting Person.

“Is doing business” and “has done business” shall mean (a) paying or receiving any money or other valuable thing in exchange for personal services or for purchase or use of any property interest, either real or personal, either legal or equitable, or (b) loaning or receiving a loan of money, services, or goods or otherwise creating or having in existence any legal obligation or debt; but does not include (y) any payments, receipts, loans, or receipts of a loan which are less than \$250.00 per calendar year in the aggregate, or (z) any retail transaction for goods or services sold to a key person at a posted, published,

or marked price available to the general public.

“Key Contracting Person” shall mean any person or business listed in Attachment 1 to Exhibit 5, attached hereto and made a part hereof.

14.9 **PURCHASE ORDER.** The CONSULTANT and its contractors, subcontractors and vendors shall provide goods and services using the purchase order method. A purchase order number will be assigned by the designated representative of the Travis County Purchasing Office. The CONSULTANT and its contractors, subcontractors and vendors shall reference the Agreement number and the purchase order number on all invoices to the Travis County Sheriff’s Office Department. The terms and conditions contained elsewhere in this Agreement shall prevail over different or contrary terms in any purchase order. All invoices submitted by the CONSULTANT and its contractors, subcontractors and vendors shall reference the purchase order number on the invoice. The COUNTY will not pay invoices that are in excess of the amount authorized by the purchase order.

14.10 **PAYMENTS.** Payment shall be made by check or warrant by upon satisfactory delivery and acceptance of items and submission of invoice to the address below for orders placed by the Purchasing Agent, or as indicated on Purchase Orders placed by other authorized COUNTY offices and/or departments.

Travis County Sheriff’s Office Department
3614 Bill Price Road., B110
P.O. Box 1748
Austin, Texas 78767

As a minimum, a “Correct and Complete” invoice shall include: (i) Name, address, and telephone number of the CONSULTANT and similar information in the event payment is to be made to a different address, (ii) COUNTY Agreement, Purchase Order, or Delivery Order number, (iii) identification of items or service as outlined in the Agreement, (iv) quantity or quantities, applicable unit prices, total prices, and total amount, and (v) any additional payment information which may be called for by this Agreement.

14.11 **INTEREST ON OVERDUE PAYMENTS.** Accrual and payment of interest on overdue payments shall be governed by Chapter 2251 of the Texas Government Code.

14.12 **PROPERTY TAXES.** Notwithstanding anything to the contrary herein, if the CONSULTANT is delinquent in the payment of property taxes at the time of providing the services rendered under this Agreement, the CONSULTANT hereby assigns any payments to be made for services rendered hereunder to the Travis County Tax Assessor-Collector for the payment of said delinquent taxes.

14.13 **TAXPAYER IDENTIFICATION.** The CONSULTANT shall provide the COUNTY with an Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations, and a statement of entity status in a form satisfactory to the County Auditor before any funds are payable under this Agreement.

14.14 **SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon and inure to the benefit of the COUNTY and the CONSULTANT and their respective successors, executors, administrators, and assigns. Neither the COUNTY nor the CONSULTANT may assign, sublet, or transfer their interest in or obligations under this Agreement without the written consent of the other party hereto. IT IS EXPRESSLY ACKNOWLEDGED THAT NO OFFICIAL, EMPLOYEE, AGENT, OR

REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COMMISSIONERS COURT.

14.15 HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) PROGRAM REQUIREMENTS.

14.15.1 In consideration of award of this Agreement to the CONSULTANT, the CONSULTANT agrees to maintain a subconsultant relationship with any HUB Subconsultants identified on the HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION Form which was provided with the CONSULTANT's Qualifications Statement. Identification of this relationship should be accomplished through completion of a NOTICE OF INTENT (NOI) TO SUBCONTRACT WITH HUBs Form, attached hereto as Exhibit 7 and made a part hereof. The NOI form should be signed by both the CONSULTANT and HUB Subconsultant, with a separate form submitted for each Subconsultant, and provided to the Purchasing Agent within five (5) working days after Notification of Contract Award.

14.15.2 During the performance of this Agreement, the CONSULTANT is requested to provide payment information on each HUB Subconsultant using the attached HUB SUBCONTRACTOR/SUBCONSULTANT PAYMENT REPORT Form, attached hereto as Exhibit 8 and made a part hereof. This form should be submitted with each invoice from which a HUB Subconsultant will be paid. For additional information, refer to the completion instructions on the form.

14.15.3 No changes or substitutions shall be made for the HUB Subconsultants unless such substitution is also a HUB. Any substitution or changes must have prior approval of the Travis County Purchasing Agent or HUB Coordinator. To request a change the HUB SUBCONTRACTOR/SUBCONSULTANT CHANGE Form, attached hereto as Exhibit 9 must be completed and submitted to the HUB Office. Should there not be a HUB firm available as a replacement, CONSULTANT may request an exemption from this requirement from the Purchasing Agent or HUB Coordinator.

14.16 FUNDING OUT. The COUNTY shall make reasonable efforts within its power to obtain, maintain and properly request and appropriate funds from which the payments provided for in connection with this Agreement may be paid. Notwithstanding any provision to the contrary in this Agreement, in the event that either no funds or insufficient funds are appropriated for any payments due under this Agreement for the period covered by such budget or appropriation, this Agreement shall terminate without penalty to the COUNTY.

14.17 FUNDING. Funds for payment on this Agreement have been provided through the COUNTY budget approved by Commissioners Court for this fiscal year only. State of Texas statutes prohibit the obligations and expenditure of public funds beyond the fiscal year for which a budget has been approved. However, the cost of items or services covered by this Agreement is considered a recurring requirement and is included as a standard and routine expense of the COUNTY to be included in each proposed budget within the foreseeable future. County Commissioners expect this to be an integral part of future budgets to be approved during the period of this Agreement except for unanticipated needs or events which may prevent such payments against this Agreement. However, the COUNTY cannot guarantee the availability of funds, and enters into this Agreement only to the extent such funds are made available. The Fiscal Year for the COUNTY extends from October 1st of each calendar year to September 30th of the next calendar year.

- 14.18 **NON-WAIVER OF DEFAULT.** No payment, act or omission by the COUNTY may constitute or be construed as a waiver of any breach or default of the CONSULTANT which then exists or may subsequently exist. All rights of the COUNTY under this Agreement are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or title to the COUNTY under it. Any right or remedy in this Agreement shall not preclude the exercise of any other right or remedy under this Agreement or under any law, except as expressly provided herein, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.
- 14.19 **MEDIATION.** When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or person appointed by a court of competent jurisdiction for mediation as described in the Tex. Civ. Prac. And Rem. Code, 154.023. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation must remain confidential as described in Tex. Civ. Prac. And Rem Code 154.073, unless both parties agree, in writing, to waive the confidentiality.
- 14.20 **OFFICIALS NOT TO BENEFIT.** If a member of the Commissioners Court belongs to a cooperative association, the COUNTY may purchase equipment or supplies from the association only if no member of the Commissioners Court will receive a pecuniary benefit from the purchase, other than as reflected in an increase in dividends distributed generally to members of the association.
- 14.21 **CONSULTANT CERTIFICATIONS:**
- 14.21.1 CONSULTANT certifies that CONSULTANT (i) is a duly qualified, capable and otherwise bondable business entity, (ii) is not in receivership and does not contemplate same, (iii) has not filed for bankruptcy, and is not currently delinquent with respect to payment of property taxes within Travis County, and (iv) is duly licensed in the State of Texas to perform the Engineering work described in this Agreement.
- 14.21.2 CONSULTANT further represents and warrants that (i) all applicable copyrights, patents and licenses and other proprietary or intellectual property rights which may exist on materials used in this Agreement have been adhered to and (ii) the COUNTY shall not be liable for any infringement of those rights and any rights granted to the COUNTY shall apply for the duration of this Agreement. CONSULTANT shall indemnify the COUNTY, its officers, agents and employees from all claims, losses, damages, causes of action and liability of every kind including expenses of litigation, and court costs and attorney fees for damages to any person or property arising in connection with any alleged or actual infringement of existing patents, licenses of copyrights applicable to materials used in this Agreement.
- 14.22 **CIVIL RIGHTS/ADA COMPLIANCE.** The CONSULTANT shall provide all services and activities required in a manner that would comply with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans With Disabilities Act of 1990, Public Law 101-336 [S.933] as if the CONSULTANT were an entity bound to comply with these laws. The CONSULTANT shall not discriminate against any employee or applicant for employment based on race, religion, color, sex, national origin, age or handicapped condition.
- 14.23 **GRATUITIES.** The COUNTY may terminate this Agreement if it is found that gratuities of any

kind, including entertainment, or gifts were offered or given by the CONSULTANT or any agent or representative of the CONSULTANT, to any County Official or employee with a view toward securing favorable treatment with respect to this Agreement. If this Agreement is terminated by the COUNTY pursuant to this provision, the COUNTY shall be entitled, in addition to any other rights and remedies, to recover from the CONSULTANT at least three times the cost incurred by CONSULTANT in providing the gratuities.

- 14.24 MONITORING. The COUNTY reserves the right to perform periodic on-site monitoring of the CONSULTANT's compliance with the terms of this Agreement and of the adequacy and timeliness of the CONSULTANT's performance under this Agreement. After each monitoring visit, the COUNTY shall provide the CONSULTANT with a written report of the monitor's findings. If the report notes deficiencies in the CONSULTANT's performances under the terms of this Agreement, it shall include requirements and deadlines for the correction of those deficiencies by the CONSULTANT. The CONSULTANT shall take action specified in the monitoring report prior to the deadlines specified.
- 14.25 INCORPORATION OF EXHIBITS AND ATTACHMENTS. All of the exhibits, attachments, and appendices referred to in this Agreement are incorporated by reference as if set forth verbatim herein.
- 14.26 ENTIRE AGREEMENT. This Agreement represents the entire and integrated Agreement between the COUNTY and the CONSULTANT and supersedes all prior negotiations, representations, or agreements, either oral or written.
- 14.27 TEXAS PUBLIC INFORMATION ACT. Notwithstanding any provision in this Agreement to the contrary, disclosure of any information obtained by County or any of its officials, employees, agents or representatives in connection with this Agreement shall be subject to the provisions of the Texas Public Information Act and all legal authorities relating thereto, including but not limited to opinions, decisions and letter rulings issued by the State Attorney's General Office.
- 14.28 AMENDMENT
- 14.28.1 This Agreement may not be altered, amended or modified except by instrument in writing signed by both parties. It is acknowledged by CONSULTANT that NO OFFICIAL, EMPLOYEE, AGENT OR REPRESENTATIVE OF TRAVIS COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO MODIFY OR AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE TRAVIS COUNTY COMMISSIONERS COURT.
- 14.28.2 CONSULTANT shall submit all requests for changes to this Agreement, or any attachment(s) hereto, to the Travis County Purchasing Agent. The Purchasing Agent shall present CONSULTANT'S requests to the Travis County Commissioners Court for consideration.
- 14.29 ENTITY STATUS. By my signature below, I certify that the CONSULTANT is a Texas corporation, duly incorporated under Texas law and doing business in the State of Texas.

As a duly authorized representative of the CONSULTANT, I acknowledge by my signature below that I have read and understand the above paragraphs and that the CONSULTANT has the obligation to ensure compliance with its provisions by itself and its employees, agents, and representatives.

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

PATE ENGINEERS, INC.

By: 

Printed Name: KEITH YOUNG, P.E.

Title: VICE PRESIDENT

Date: 1/08/09

TRAVIS COUNTY:

By: _____

Samuel T. Biscoe
Travis County Judge

Date: _____

AVAILABILITY OF FUNDS CONFIRMED:

By: SEE VERIFICATION FORM

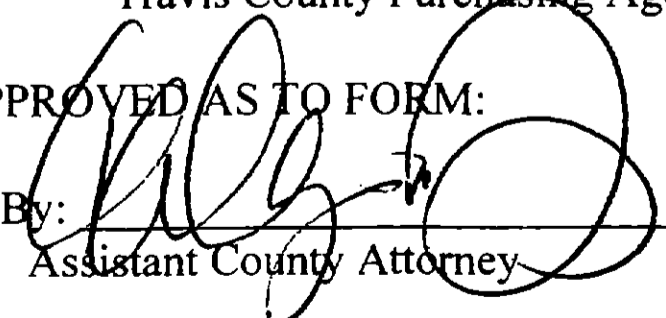
Susan Spataro
Travis County Auditor

APPROVED AS TO FORM:

By: _____

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

APPROVED AS TO FORM:

By: 
Assistant County Attorney

**EXHIBIT 1
 COMPENSATION FOR PROFESSIONAL SERVICES AND SCHEDULE OF PAYMENTS
 (ACTUAL COST OF SERVICES METHOD)**

SECTION 1 – COMPENSATION FOR BASIC SERVICES

- 1.1 The fixed fee for the performance of the Basis Services shall be the sum of \$49,600.00.
- 1.2 Unless this Agreement has been amended or modified as provided herein, the payments for the phases described below shall be:

Phase 1	Initial information gathering (including 1 meeting); delivery of schematic design drawings, topographic survey	<u>\$13,600.00</u>
Phase 2	Preparation of Plan Sheets	<u>\$18,500.00</u>
Phase 3	COA ETJ Site Development Permit Application	<u>\$ 5,000.00</u>
Phase 4	Provision of response to COA comments and final sealed COA-approved design documents	<u>\$ 5,000.00</u>
Phase 5	Construction Phase Services	<u>\$ 7,500.00</u>

BASIC SERVICES TOTAL: \$49,600.00

SECTION 2 - FIXED FEE

- 2.1 The CONSULTANT and the COUNTY acknowledge the fact that the fixed fee, shown above, is the total cost of the Basic Services to be rendered under this Agreement. This fixed fee is based upon the labor and non-labor costs, set forth in Exhibit 2 and described above, required in the performance of the various phases of work provided for under this Agreement.
- 2.2 In the event of any dispute over the classification of the CONSULTANT's services as either "Basic" or "Additional" services, the decision of the PROJECT MANAGER shall be final and binding on the CONSULTANT.

SECTION 3 – COMPENSATION FOR ADDITIONAL SERVICES

- 3.1 "Additional Services" are defined as any services performed by CONSULTANT not specifically described in the Basic Services (Section 2 of this Agreement).
- 3.2 For the performance of the Additional Services, the COUNTY shall pay the CONSULTANT under a written amendment to this Agreement; provided, however, that the performance of any Additional Services shall be authorized in advance in writing by the Travis County Purchasing Agent upon the recommendation of the PROJECT MANAGER.
- 3.3 For the performance of the Additional Services, the COUNTY shall pay the CONSULTANT under a written amendment to this Agreement; provided, however, that the performance of any Additional

services shall be authorized in advance in writing by the Travis County Purchasing Agent upon the recommendation of the PROJECT MANAGER.

- 3.4 The basis of compensation for the services of principals and employees engaged in the performance of the Additional Services shall be the hourly rates set forth in Exhibit 2.
- 3.5 The CONSULTANT shall be compensated for the Additional Services; provided, however, that the CONSULTANT shall not be compensated for work made necessary by the CONSULTANT's errors or omissions.

SECTION 4 – REIMBURSABLE EXPENSES

- 4.1 The CONSULTANT shall be reimbursed for non-labor and subcontract expenses incurred in the performance of the Basic Services under this Agreement at invoice cost plus a ten percent (10%) fee. Detailed requirements for Reimbursable Expenses are outlined in Section 9, Reimbursable Expenses.

REIMBURSABLES TOTAL NOT TO EXCEED: \$1,000.00

SECTION 5 –TOTAL AGREEMENT SUM

- 5.1 The Total Professional Services Agreement Sum, consisting of the Basic Services of \$49,600.00, plus the Not-to-Exceed Reimbursable Expenses (as listed in paragraph 4.1 above) of \$1,000.00, shall not exceed \$50,600.00.

SECTION 6 –SCHEDULE OF PAYMENTS

- 6.1 Payments shall be made on a monthly basis for work performed, as described in detail in the Scope of Services, within thirty (30) days of receipt of a Correct and Complete invoice, as defined in paragraph 14.10.

services shall be authorized in advance in writing by the Travis County Purchasing Agent upon the recommendation of the PROJECT MANAGER.

- 3.4 The basis of compensation for the services of principals and employees engaged in the performance of the Additional Services shall be the hourly rates set forth in Exhibit 2.
- 3.5 The CONSULTANT shall be compensated for the Additional Services; provided, however, that the CONSULTANT shall not be compensated for work made necessary by the CONSULTANT's errors or omissions.

SECTION 4 – REIMBURSABLE EXPENSES

- 4.1 The CONSULTANT shall be reimbursed for non-labor and subcontract expenses incurred in the performance of the Basic Services under this Agreement at invoice cost plus a ten percent (10%) fee. Detailed requirements for Reimbursable Expenses are outlined in Section 9, Reimbursable Expenses.

REIMBURSABLES TOTAL NOT TO EXCEED: \$1,000.00

SECTION 5 – TOTAL AGREEMENT SUM

- 5.1 The Total Professional Services Agreement Sum, consisting of the Basic Services of \$49,600.00, plus the Not-to-Exceed Reimbursable Expenses (as listed in paragraph 4.1 above) of \$1,000.00, shall not exceed \$59,600.00.

SECTION 6 – SCHEDULE OF PAYMENTS

- 6.1 Payments shall be made on a monthly basis for work performed, as described in detail in the Scope of Services, within thirty (30) days of receipt of a Correct and Complete invoice, as defined in paragraph 14.10.

EXHIBIT 2
HOURLY RATES

ADDITIONAL SERVICES SCHEDULE FOR HOURLY RATES

Design Engineer	\$87.40
Project Engineer	\$110.40
Project Manager Senior Project Engineer	\$138.00
Principal	\$184.00
CADD Technician/Draftsmen	\$71.30
Senior Designer	\$103.50
Construction Observer	\$73.60
Construction Manager	\$92.00
Administrative	\$66.70

EXHIBIT 3
EQUAL OPPORTUNITY IN EMPLOYMENT

- A. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
- B. The CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C. The CONSULTANT will send to the labor union representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or worker's representatives of the CONSULTANT'S obligations under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The CONSULTANT will comply with the Regulations of the Department of Transportation (49 CFR 21 and 23 CFR 710.405) and all provision of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) and of the rules, regulations and relevant order of the Secretary of Labor.
- E. The CONSULTANT will furnish, upon written request, all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto; and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of the CONSULTANT'S non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONSULTANT may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The CONSULTANT will include the provisions of paragraph (A.) through (F.) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 or Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) so that such provisions will be binding upon each subcontractor or vendor. The CONSULTANT will take such action with respect to any subcontractor purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for non-compliance; provided, however, that in the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the COUNTY or Federal Agency the CONSULTANT may request the COUNTY and United States to enter into such litigation to protect the interest of the United States.

EXHIBIT 4
INSURANCE REQUIREMENTS

During the life of this Agreement, the CONSULTANT agrees to provide and maintain the following insurance:

- A. Worker's Compensation in accordance with statutory requirements.
- B. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$400,000 per occurrence and \$1,000,000 in the aggregate, including coverage on the same for independent subcontractor(s). TRAVIS COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.
- C. Automobile Liability Insurance for all owned non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of \$400,000 per occurrence and \$1,000,000 in the aggregate. CONSULTANT shall require any subcontractor(s) to provide Automobile Liability Insurance in the same minimum amounts.
- D. Professional Liability Errors and Omissions Insurance in the amount of \$500,000.00.

The CONSULTANT shall not commence any field work under this Agreement until he has obtained all required insurance and such insurance has been approved by the COUNTY. The CONSULTANT shall not allow any subcontractor(s) to commence work to be performed in connection with this Agreement until all required insurance has been obtained. Approval of the insurance by the COUNTY shall not relieve or decrease the liability of the CONSULTANT hereunder.

The required insurance must be written by a company approved to do business in the State of Texas at the time the policy is issued. The CONSULTANT shall furnish the COUNTY with a certification of coverage issued by the insurer. The insurance company shall be subject to the approval of the COUNTY. The CONSULTANT 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 OR REDUCED, RESTRICTED OR LIMITED UNTIL TEN (10) DAYS AFTER THE COUNTY HAS RECEIVED WRITTEN NOTICE AS EVIDENCED BY RETURN RECEIPT OF REGISTERED OR CERTIFIED LETTER.

EXHIBIT 5

STATE OF TEXAS }
COUTNY OF TRAVIS }

ETHICS AFFIDAVIT

Date: 1/08/09
Name of Affiant: KEITH YOUNG
Title of Affiant: VICE PRESIDENT
Business Name of CONSULTANT: PATE ENGINEERS, INC.
County of CONSULTANT: TRAVIS

Affiant on oath swears that the following statements are true:

1. Affiant is authorized by CONSULTANT to make this affidavit for CONSULTANT.
2. Affiant is fully aware of the facts stated in this affidavit.
3. Affiant can read the English language.
4. CONSULTANT has received the list of Key Contracting Persons associated with this Agreement, which is attached to this affidavit as Attachment 1.
5. Affiant has personally read Attachment 1 to this Affidavit.
6. Affiant has no knowledge of any Key Contracting Person on Attachment 1 with whom CONSULTANT is doing business or has done business during the 365 day period immediately before the date of this affidavit whose name is not disclosed in Attachment 2 to this Affidavit.

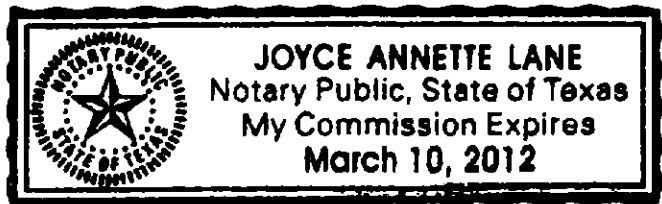
[Signature]
Signature of Affiant
7801 North Capital of Texas Highway, Suite 350

Austin, Texas 78731
Address

SUBSCRIBED AND SWORN TO before me by Jenny on 8, 2009.
[Signature]

Notary Public, State of Texas
Joyce Annette Lane
Typed or printed name of notary

My commission expires: March 10, 2012



**ATTACHMENT 1 TO Exhibit 5
LIST OF KEY CONTRACTING PERSONS
August 6, 2008**

CURRENT

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Name of Business Individual is Associated</u>
County Judge.....	Samuel T. Biscoe	
County Judge (Spouse)	Donalyn Thompson-Biscoe....	MHMR
Executive Assistant	Cheryl Brown	
Executive Assistant.....	Nicole Grant*	
Executive Assistant.....	Melissa Velásquez	
Commissioner, Precinct 1	Ron Davis	
Commissioner, Precinct 1 (Spouse).....	Annie Davis	Seton Hospital
Executive Assistant.....	Chris Fanuel	
Executive Assistant.....	Felicitas Chavez	
Commissioner, Precinct 2	Sarah Eckhardt	
Commissioner, Precinct 2 (Spouse).....	Kurt Sauer	Daffer McDonald, LLP
Executive Assistant	Loretta Farb	
Executive Assistant	Joe Hon*	
Executive Assistant	Peter Einhorn	
Commissioner, Precinct 3.....	Karen Huber*	
Executive Assistant.....	Garry Brown*	
Executive Assistant.....	Kelly Darby*	
Commissioner, Precinct 4	Margaret Gomez	
Executive Assistant.....	Edith Moreida	
Executive Assistant.....	Norma Guerra	
Special Assistant to Comm. Court.....	Christian Smith*	
County Treasurer.....	Dolores Ortega-Carter	
County Auditor	Susan Spataro	
Executive Manager, Administrative	Alicia Perez	
Executive Manager, Budget & Planning	Rodney Rhoades*	
Exec Manager, Emergency Services	Danny Hobby	
Exec Manager, Health/Human Services.....	Sherri E. Fleming	
Executive Manager, TNR	Joseph Gieselman	
Exec Manager, Criminal Justice Planning	Roger Jeffries*	
Travis County Attorney	David Escamilla	
First Assistant County Attorney	Randy Leavitt	
Executive Assistant, Civil Division	Jim Collins	
Director, Transactions Division	John Hille	
Attorney, Transactions Division	Tamara Armstrong	
Attorney, Transactions Division	Daniel Bradford*	
Attorney, Transactions Division	Mary Etta Gerhardt	
Attorney, Transactions Division	Barbara Wilson	
Attorney, Transactions Division	Jim Connolly	
Attorney, Transactions Division	Tenley Aldredge	
Attorney, Transactions Division	Julie Joe	
Attorney, Transactions Division	Christopher Gilmore*	
Attorney, Transactions Division	Stacy Wilson	
Attorney, Transactions Division	Sarah Churchill*	
Purchasing Agent	Cyd Grimes, C.P.M.	
Assistant Purchasing Agent	Marvin Brice, CPPB	
Assistant Purchasing Agent.....	Bonnie Floyd, CPPO, CPPB, CTPM	

CURRENT - continued

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Name of Business Individual is Associated</u>
Purchasing Agent Assistant IV	Diana Gonzalez	
Purchasing Agent Assistant IV	Lee Perry	
Purchasing Agent Assistant IV	Jason Walker	
Purchasing Agent Assistant IV	Richard Villareal	
Purchasing Agent Assistant IV	Oralia Jones, CPPB	
Purchasing Agent Assistant IV	Lori Clyde, CPPB	
Purchasing Agent Assistant IV	Scott Wilson*	
Purchasing Agent Assistant IV	Jorge Talavera, CPPB	
Purchasing Agent Assistant III.....	Vania Ramaekers, CPPB	
Purchasing Agent Assistant III.....	Michael Long, CPPB	
Purchasing Agent Assistant III.....	Rebecca Gardner	
Purchasing Agent Assistant III.....	Rosalinda Garcia	
Purchasing Agent Assistant III.....	Loren Breland	
Purchasing Agent Assistant II.....	Donald E. Rollack	
Purchasing Agent Assistant II.....	Nancy Barchus, CPPB	
HUB Coordinator.....	Sylvia Lopez	
HUB Specialist.....	Betty Chapa	
HUB Specialist.....	Jerome Guerrero	
Purchasing Business Analyst	Scott Worthington	
TNR		

FORMER EMPLOYEES

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Date of Expiration</u>
Purchasing Agent Assistant IV	Vic Chanmugam, C.P.M.....	02/07/09
Executive Assistant.....	Dan Smith	02/15/09
Commissioner, Precinct 3.....	Gerald Daugherty	12/31/09
Executive Assistant.....	Robert Moore... ..	12/31/09
Executive Assistant.....	Martin Zamzow	12/31/09

* - Identifies employees who have been in that position less than a year.

ATTACHMENT 2 TO EXHIBIT 5
DISCLOSURE

CONSULTANT acknowledges that CONSULTANT is doing business or has done business during the 365 day period immediately prior to the date on which this Agreement is signed with the following Key Contracting Persons and warrants that these are the only such Key Contracting Persons:

If no one is listed above, CONSULTANT warrants that CONSULTANT is not doing business and has not done business during the 365 day period immediately prior to the date on which this contract is signed with any key contracting person.

EXHIBIT 6
HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Travis County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified HUB Contractors/Vendors.

It is the policy of the Travis County Purchasing Office to ensure a good faith effort is made to assist Certified HUB vendors and contractors in receiving contracts in accordance with the HUB Program policies and the Minority and Woman-Owned Business goals adopted by the Travis County Commissioners Court. Our goals for HUB contractor/vendor participation, as well as HUB subcontractor participation, in the area of SERVICES are as follows:

Overall MBE Goal: 14.1%; Sub-goals: 2.5% African-American, 9.9% Hispanic, 1.7% Native/Asian American Overall WBE Goal: 15.0%

To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification, with any of the three agencies listed below. Please attach copy of certificate.

Vendor/Contractor: _____

Certified as a HUB or an MBE/WBE/DBE source: Yes No HUB Status (Gender & Ethnicity): _____

If yes, by whom: State of Texas Building and Procurement Commission City of Austin Texas Unified Certification Program

SUGGESTED DATABASE DIRECTORIES TO VIEW WHEN SOLICITING HUB SUBCONTRACTORS

State: www.tbpc.state.tx.us/cmbl; City: www.ci.austin.tx.us/purchasing; TUCP: www.tucp.org

LIST OF CERTIFIED HUB SUBCONTRACTORS
(DUPLICATE AS NECESSARY)

What percentage of the Bid or Proposal is to be subcontracted with Certified HUB sources: _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status (Gender & Ethnicity): _____

Certifying Agency (Check all applicable): Texas Building and Procurement Commission City of Austin Texas Unified Certification Program

Address: _____ City: _____ State: _____ Zip: _____

Contact Person: _____ Title: _____ Phone No.: (____) _____

Subcontract Amount: \$u_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status (Gender & Ethnicity): _____

Certifying Agency (Check all applicable): Texas Building and Procurement Commission City of Austin Texas Unified Certification Program

Address: _____ City: _____ State: _____ Zip: _____

Contact Person: _____ Title: _____ Phone No.: (____) _____

Subcontract Amount: \$u_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status (Gender & Ethnicity): _____

Certifying Agency (Check all applicable): Texas Building and Procurement Commission City of Austin Texas Unified Certification Program

Address: _____ City: _____ State: _____ Zip: _____

Contact Person: _____ Title: _____ Phone No.: (____) _____

Subcontract Amount: \$u_____ Description of Work to be Performed: _____

EXHIBIT 7
NOTICE OF INTENT (NOI)
TO SUBCONTRACT WITH
HISTORICALLY UNDERUTILIZED BUSINESS (HUB)

Please submit this form for each HUB Subcontractor utilized, with proper signatures, per the terms and conditions of your contract.

Prime Contractors/Consultants are requested to complete this form and provide it to the Purchasing Agent Representative after contract award, but prior to beginning performance of the contract.

Contractor Name: PATE ENGINEERS, INC. HUB: Yes No

Address: 7801 N. CAPITAL OF TEXAS HWY. TX 78731
Street City State Zip

Phone No.: (512) 340-0600 Fax No.: (512) 340-0604

Project Title & No.: TRAVIS CO. CORR. COMPLEX STORAGE BLDG. AND PARKING LOT EXPANSI

Prime Contract Amount: \$ 49,600

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: Tx. Bldg. & Procurement Comm. City of Austin Tx. Unified Certification Pgm.

Address: _____
Street City State Zip

Phone No.: () _____ Fax No.: () _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Keith E. Young, P.E.
Printed Name of Contractor Representative

[Signature]
Signature of Representative

1/09/09
Date

Printed Name of HUB Representative

Signature of Representative

Date

Note: Nothing on this Notice of Intent Form is intended to confer any rights, expressed or implied, to any third parties.

PRE-APPROVAL FOR SUBCONTRACTOR SUBSTITUTIONS MUST BE OBTAINED FROM THE TRAVIS COUNTY PURCHASING AGENT REPRESENTATIVE. THE "HUB SUBCONTRACTOR/SUBCONSULTANT CHANGE FORM" MUST BE COMPLETED AND SUBMITTED TO THE HUB OFFICE, VIA FAX 512.854.9185.

**EXHIBIT 8
TRAVIS COUNTY
HISTORICALLY UNDERUTILIZED BUSINESS (HUB) - SUBCONTRACTOR PAYMENT REPORT**

PRIME CONTRACTOR/CONSULTANT NAME: _____ AMOUNT OF PRIME CONTRACT: _____
 PROJECT TITLE/No.: _____ AMOUNT OF ALL SUBCONTRACTS: _____
 TOTAL CONTRACT PERIOD: From: _____ To: _____ PAYMENTS REPORTED FOR THE MONTH OF: _____ 20__

A NAME OF HUB SUB-CONTRACTOR*	B DESCRIPTION OF WORK	C ORIGINAL SUB- CONTRACT AMOUNT	D INCREASE OR DECREASE (MODIFICATION)	E REVISED SUB-CONTRACT AMOUNT	F PAYMENT THIS PERIOD	G CUMULATIVE PAYMENTS

Instructions for completing this form:

- SECTION A:** Name all HUB Subcontractors performing on this project.
- SECTION B:** State the work being performed by the HUB Subcontractors.
- SECTION C:** State the original HUB Subcontractor amount.
- SECTION D:** State any increases or decrease, as a result of contract modifications or change orders, to the original HUB Subcontract (Section C) amount.
- SECTION E:** State the amended HUB Subcontract amount, to the Initial HUB Subcontract amount, as a result of any increase and/or decrease (Section D).
- SECTION F:** State the amount paid to each HUB Subcontractor during this reporting period.
- SECTION G:** State the total amount of payments made to-date (including amount from Section F) to the HUB Subcontractor.

I certify that the information listed on this report is true and accurate to the best of my knowledge. I fully understand that intentionally falsifying information on this document may result in **TERMINATION OF MY CONTRACT.**

Printed Name of Contractor Representative _____ Signature of Contractor Representative _____ Date _____ Report Number _____

PLEASE SUBMIT THIS FORM WITH YOUR MONTHLY INVOICES, PER THE TERMS OF YOUR CONTRACT.

**EXHIBIT 9
HUB SUBCONTRACTOR/SUBCONSULTANT CHANGE FORM
(ADDITION, SUBSTITUTION, DELETION, REDUCTION, INCREASE)**

CONTRACT #: _____	
CONTRACT DESCRIPTION: _____	
PRIME CONTRACTOR: _____	
REQUESTED BY: _____	CONTACT #: _____
DATE: _____	E-mail: _____

- *OBTAIN PRE-APPROVAL FROM THE TRAVIS COUNTY PURCHASING AGENT AND/OR THE HUB COORDINATOR OF ALL CHANGES INVOLVING CERTIFIED HUB SUBCONTRACTORS.*
- IF BIDDER HAS DIFFICULTY IN LOCATING CERTIFIED HUB SUBCONTRACTORS CONTACT THE TRAVIS COUNTY HUB COORDINATOR AT (512) 845-4561 OR HUB SPECIALIST AT (512) 854-9914, FOR ASSISTANCE.

Check reason: _____ Addition _____ Substitution _____ Deletion _____ Reduction _____ Increase

REASON FOR ACTION:

- _____ Unavailable after receipt of reasonable notice to proceed.
- _____ Failure of performance.
- _____ Financial capacity.
- _____ Refusal by the subcontractor to honor the bid of proposal price.
- _____ Mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed upon.
- _____ Failure of the subcontractor to meet insurance, licensing, or bonding requirements.
- _____ The subs withdrawal of his bid or proposal.

- _____ Please provide me with a HUB Subcontractor listing.
- _____ I have already selected a potential HUB Subcontractor for this project. (List below)

SUB TO BE REPLACED: _____

REPLACEMENT: _____

REPLACEMENT'S STATUS:

Certified: HUB _____ M/WBE _____ DBE _____ Non-HUB _____ Unknown _____

INCREASED/DECREASED AMOUNT: Original Amt. \$ _____ New Amt. \$ _____

OTHER COMMENTS:

FAX TO: 512.854.9185 ATTN: HUB OFFICE

REVIEWED BY HUB PROGRAM OFFICE: Initials: _____ **Date:** _____

EXHIBIT 10

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY	
<p>1 Name of person who has a business relationship with local governmental entity.</p> <p style="text-align: center; font-size: 1.5em;">N/A</p>	<p>Date Received</p>	
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>		
<p>3 Name of local government officer with whom filer has employment or business relationship.</p> <p style="text-align: center; font-size: 1.5em;">N/A</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p> <p>This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <p style="margin-left: 40px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 40px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p style="margin-left: 40px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p> <p style="font-size: 1.5em; margin-left: 40px;">N/A</p>		
<p>4</p> <p style="margin-left: 40px;"> </p> <p style="margin-left: 40px;">Signature of person doing business with the governmental entity</p> <p style="margin-left: 400px;"> </p> <p style="margin-left: 400px;">Date</p>		

EXHIBIT 11 SCOPE OF SERVICES

1.0 THE PROJECT

- 1.1 Project Identification - The Travis County Correctional Storage Building and Parking Lot Expansion (the "Project") at 3614 Bill Price Rd, Del Valle, Texas, will add a Storage Building and Additional Parking to the existing complex.
- 1.2 Occupancy – Occupancy of the area is not anticipated until completion of the Project. However, special access procedures for ingress to and egress from the jobsite will be required.
- 1.3 Schedule – See Attachment 7

2.0 SCOPE OF SERVICES

- 2.1 CONSULTANT'S "Basic Services" will include all tasks and deliverables required to provide all necessary and appropriate permitting coordination, assistance and procurement services (Phases 1 and 2), to include the following:
 - 2.1.1 Coordinate with Project Manager, and provide consultation as required:
 - 2.1.1.1 to produce a set of permitting and Construction Documents as defined in paragraph 3.4 below and to cover sheet, note sheet, grading sheet, dimensional control sheet, erosion control sheet, and detail sheet as needed, sufficient to submit to jurisdictional authorities for permitting purposed; and
 - 2.1.1.2 respond to comments and revise Construction Documents as required for construction permitting.
 - 2.1.2 County to coordinate and request existing utility marking and provide locations to CONSULTANT. County to provide independent consultant for preparation of any required bidding, specification, and Construction Documents with input from CONSULTANT as required.
 - 2.1.3 Perform two site observation trips and provide accompanying reports during construction; receive 2 Requests for Information ("RFI's") as related to approved construction plans and prepare appropriate responses as required to ensure permits are obtained.
- 2.2 CONSULTANT will perform Basic Services in accordance with all governing codes and regulations, using the standard of care and skill ordinarily used by members of the architectural and engineering professions on projects of similar size, nature and complexity, practicing under similar conditions at the same time and locality as the Project.

3.0 CONSTRUCTION DOCUMENTS

- 3.1 The CONSULTANT shall prepare construction drawings and specifications completely describing the work and in coordination with the building design and the work of other design disciplines.

- 3.2 Drawings shall be prepared in AutoCAD 2004. Coordinate the drawings with the COUNTY's drawings as to title block format, sheet numbers and cover sheet information.
- 3.3 Provide Civil design calculations, as necessary for regulatory agency review and approval, sealed and signed by the CONSULTANT.
- 3.4 Construction Documents" shall mean all deliverables such as plans, specifications, calculations, sketches and renderings prepared by the CONSULTANT. These shall become the property of the County. The CONSULTANT shall furnish the County with such documents as requested, whether or not they are complete at the end of the Project, or upon suspension or termination of this Agreement, as provided in the Professional Services Agreement. The CONSULTANT shall have the right to retain copies for record.
- 3.5 The CONSULTANT shall furnish to the COUNTY the following:
 - 3.5.1 One set of 100% complete full size construction drawings, photo statically plotted or copied on bond paper, bearing an original signed and dated Engineering seal in required locations.
 - 3.5.2 One copy of the CAD files and specifications on compact disc.
 - 3.5.3 One set each of 50% and 95% full size review drawings on bond paper if requested by the COUNTY.
 - 3.5.4 Calculations as described herein.
 - 3.5.5 Regulatory documents as described herein.

4.0 CONSTRUCTION CONTRACT ADMINISTRATION

- 4.1 CONSULTANT will be responsible for Construction Contract Administration to the extent CONSULTANT determines is necessary to verify that work is completed as designed.
- 4.2 CONSULTANT will:
 - 4.2.1 Render interpretations necessary for the proper execution of the Construction Work with reasonable promptness upon notification by the COUNTY;
 - 4.2.2 Render decisions, in writing, within five (5) calendar days of receipt of requests for clarification, interpretations, submittals, claims, disputes, and other relevant matters between the County and the Contractor relating to the execution or progress of the Construction Work or the interpretation of the Construction Documents. CONSULTANT will notify the County immediately if more time is required for reasonable cause.
- 4.3 CONSULTANT will not have control or charge of, and will not be responsible for construction means, methods, techniques, sequences or procedures nor safety precautions and programs in connection with the Construction Work; nor for acts or omissions of the Contractor or Subcontractors of any tier or any other persons performing any of the Construction Work; nor for failure of any of the aforementioned to carry out the Construction Work in accordance with the Construction Contract Documents.
- 4.4 CONSULTANT will at all times have access to the Construction Work.

- 4.5 Interpretations and decisions of CONSULTANT will be consistent with the intent of and reasonably inferable from, the Construction Documents and will be in written and/or graphic form.

5.0 QUALITY CONTROL

- 5.1 Quality Levels and Quality Control Procedures: The Construction Contract Documents (drawings and specifications) shall identify and describe all required quality levels and quality control procedures such as inspections, testing, submittals or other measures that the Contractor will be required to perform.
- 5.2 The COUNTY and CONSULTANT acknowledge that, after the Construction Contract is signed, the Contractor cannot be required to perform any action that is not required by the Construction Contract Documents. Therefore, the Contractor must know what is expected and required in order to prepare a proper bid or cost proposal.
- 5.3 The drawings and specifications must meet as a minimum the standards of practice typical of the industry in order to ensure that all necessary test and quality control actions will be performed to demonstrate that required quality levels have been met.

6.0 MEETINGS

- 6.1 CONSULTANT will attend meetings with the COUNTY only as required for the purpose of providing the services described herein. Attendance and participation at such meetings will be part of the Basic Services. Any meetings not required by this Agreement will be compensated at the hourly rate for the appropriate CONSULTANT staff indicated in the Professional Services Agreement. If required, the TCSO Engineer will authorize these meetings by advance written notice.

END OF SCOPE OF SERVICES

**EXHIBIT 12
PROJECT SCHEDULE**

CONSULTANT'S delivery of the Work Product shall conform to the following durations, which will commence upon receipt of a written Notice-to-Proceed from COUNTY. Durations are in calendar days.

Phase	Calendar Days
Notice to Proceed	N/A
Schematic Phase	30
County Review	5
Design Development	30
County Review	5
Final Design	15
Review from AHJ, County/Bidder	Up to 180 days
Construction	120
As Built Drawings	14



December 15, 2008

Mr. Mark Stefanov, P.E.
Travis County Sheriff's Office
5555 Airport Blvd.
Austin, TX 78751

**Reference: Proposal to Perform Professional Engineering and Surveying Services for the Travis County Correctional Storage Building and Parking Lot Expansion, Del Valle, Texas
PATE Job No. 1567-004-00**

Dear Mr. Stefanov:

This represents our proposal to perform professional engineering and surveying services for Travis County ("Owner") for the above referenced project. This project is located in the City of Del Valle, near the intersection of Hwy. 71 and 973, Travis County, TX.

SCOPE OF SERVICES

Pate Engineers, Inc. will perform the following engineering services.

Site Plan

1. Review the conceptual site plan with Owner and architect to discuss potential problem areas prior to meeting with the City. Meet with City and Owner to discuss layout of the site and make any recommended changes prior to submission.
2. Once the City and Owner agree on the conceptual site plan, prepare a single overall Site Plan with the appropriate construction drawings and engineering report. Building elevation and landscape plans will be prepared by others for inclusion in the Site Plan Application package.
3. Submit the Site Plan Application, and appropriate supporting documents to the City for review.
4. Assist the owner to process the Site Plan Application through the City review process by attending meetings and responding to comments.

Construction Phase

Pate Engineers, Inc. will perform the following construction site observation and construction administration services:

1. Make periodic visits to the site to observe the progress and quality of the site construction activity and to determine, in general, if the work is proceeding in accordance with the plans. These visits do not include job safety inspections, construction means or methods, or sequence of construction.
2. Review shop drawings and requests for information (RFI's) submittals.

Mr. Mark Stefanov, P.E.
Page 2 of 3

- 3. Revise Contract Drawings prepared by Pate Engineers, Inc., based on data from the contractor, to show work as constructed. Furnish a set of these Record Drawings to the Owner and the City.
- 4. Conduct a final inspection for compliance with the Contract Documents.
- 5. Assist Owner in obtaining final acceptance of the project by the City.

Preparation or review of construction contract documents is not included in this proposal.

OWNER OBLIGATIONS:

The Owner agrees to provide the following items to Pate Engineers:

- 1. Fees associated with the permitting process in a form acceptable to City.
- 2. Land Title Survey with digital files.
- 3. Storm Water Pollution Prevention Plan and Site Notice of Intent to be posted during construction. Pate Engineers, Inc. can provide suggested consultants if requested.
- 4. Landscape Plan
- 5. Building Elevations

COMPENSATION

We propose to perform the services described above on a lump sum basis to be invoiced monthly based on progress reported by us.

Design and Construction Plans:	\$ 42,100.00
Construction Phase Services:	\$ 7,500.00
TOTAL FEE FOR SERVICES:	\$ 49,600.00

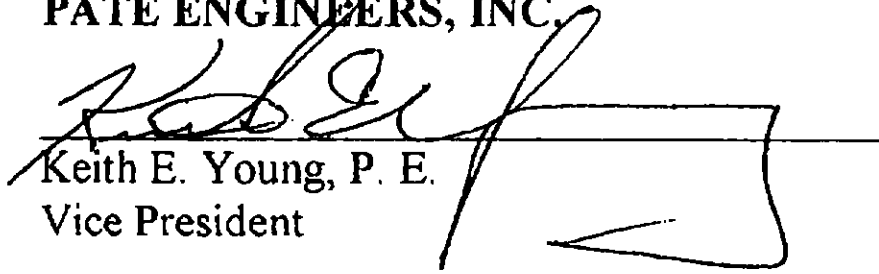
In addition, reimbursable expenses will be invoiced to cover miscellaneous expenditures including, but not limited to reproduction, deliveries, travel, and sales taxes. Any fees required by public agencies for utility capacity commitments, permit reviews, permits, impact fees, platting fees, or other similar expenses will be paid directly by you. Payment of our invoices by is due in our office within thirty (30) days of invoice date.

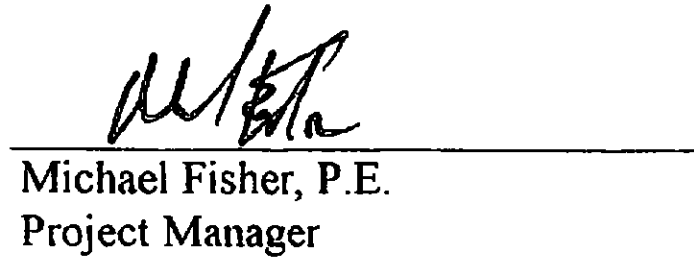
Mr. Mark Stefanov, P.E.
Page 3 of 3

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. If you have any questions please call (512) 340-0600. Please indicate your acceptance of this proposal by countersigning below.

Sincerely,

PATE ENGINEERS, INC.


Keith E. Young, P. E.
Vice President


Michael Fisher, P.E.
Project Manager

LA156700200 Travis Co. Firing Range\New Building\Proposal.156700400.MCS.New Building.12-04-2008.doc

**ORDER EXEMPTING PURCHASE OF
PROFESSIONAL ENGINEERING SERVICES
FROM COMPETITIVE PROPOSAL REQUIREMENTS OF THE
COUNTY PURCHASING ACT**

WHEREAS, the Commissioners Court of Travis County has the authority to exempt the purchase of personal or professional services from the bidding requirements of the County Purchasing Act, TEX. LOC. GOVT. CODE ANN. sec. 262.024, and

WHEREAS, the County desires to enter into a contract with a professional Engineering Firm to provide Civil and Permitting Engineering Services for Building 103 and B12 Parking for Travis County, and

WHEREAS, these services are professional services requiring special training, skills, and experience,

NOW, THEREFORE, the Commissioners Court of Travis County hereby orders that the purchase of professional Engineering Services for Building 103 and B12 Parking of Travis County Buildings, is exempted from the requirements of the County Purchasing Act for competitive proposals pursuant to TEX. LOC. GOVT. CODE ANN., section 262.024(a)(4), as this contract is for professional services.

Signed and entered this _____ day of _____, 2009.

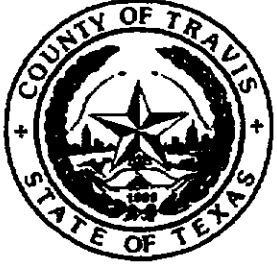
Samuel T. Biscoe, County Judge

Ron Davis
Commissioner, Precinct 1

Sarah Eckhardt
Commissioner, Precinct 2

Karen Huber
Commissioner, Precinct 3

Margaret Gomez
Commissioner, Precinct 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

9

Approved by: _____

Bonnie Floyd 1-21-09

Voting Session: Tuesday, January 27, 2009

REQUESTED ACTION: APPROVE ORDER EXEMPTING THE PURCHASE OF BLISTER CARDS AND BLISTERS FROM RX SYSTEMS INC. FROM THE COMPETITIVE PROCUREMENT PROCESS PURSUANT TO SECTION 262.024 (A) (7) (D) OF THE COUNTY PURCHASING ACT. (SHERIFF)

Points of Contact:

- Purchasing:** Nancy Barchus 512-854-9764
- Department:** Greg Hamilton, Sheriff, Maria Wedhorn 512-854-9770
- 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. The Exemption Order will be for the purchase of Uni Cards and Blisters for the Del Valle Correctional Complex Pharmacy.

The Sheriff's Office is requesting the ongoing purchase of uni-blisters and cards that will be used with the existing auto-filler and auto-sealer to package 30-day medication cards for the Correctional Complex Pharmacy. Purchasing is requesting the Commissioners Court approve an Exemption Order to exempt uni-blisters and cards from further competition and allow the Purchasing Office to issue purchase orders to sole source provider, RX Systems, Inc.

The current medication filler and sealer used by Del Valle Correctional Complex Pharmacy was manufactured by Rx Systems, Inc. In order to maintain accuracy, consistency and safety the only acceptable cards and blisters are manufactured by Rx Systems Inc.

➤ **Funding Information:**

- Purchase Requisition in H.T.E.: 459580 (Blanket PO)
- Funding Account(s): 001-3749-581-3052
- Comments: Requisitions will be entered into H.T.E. as 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.

January 13, 2009

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

SOLE SOURCE ACQUISITION OF MEDICATION

I certify that the Uni Series Blisters and Blister Packs, items 0300,0305,0600 and 0601, constitutes a sole source procurement, and are only available through Rx Systems Inc. I, therefore, find that this is a sole source purchase pursuant to V.T.C.A. Local Government Code 262.024 (a) (7) (D) and is exempt from competitive bidding.

This statement is submitted pursuant to V.T.C.A. Local Government Code 262.024 and is to be entered into the Commissioners Court minutes.

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

APPROVED () DISAPPROVED ()

BY COMMISSIONERS COURT ON

(DATE)

(COUNTY JUDGE)

**ORDER EXEMPTING
PURCHASE OF MEDICATION TABLET BLISTER CARDS AND BLISTERS
FROM REQUIREMENTS OF THE COUNTY PURCHASING ACT**

WHEREAS, the Travis County Correctional Complex Pharmacy has in place a medication tablet counter and packaging system with distinct hole pattern configuration, and

WHEREAS, in order to achieve safe, accurate and tamper proof medication distribution the blister cards and blisters used to seal tablets must be purchased from the same manufacture, and

WHEREAS, based on the evidence presented, the Commissioners Court of Travis County, Texas finds there to be only one source available, and

WHEREAS, The Commissioners Court is authorized to exempt the purchase of an item or service, if only one source exist for captive replacement parts or components of equipment, from the bidding requirements of the County Purchasing Act, Texas Local Gov't Code Ann Section 262.023, pursuant to Texas Local Gov't Code Ann Section 262.024 (a) (7) (D),

NOW THEREFORE, the Travis County Commissioners Court orders that the purchase of blister cards and blisters from Rx Systems, Inc be exempted from the bidding requirements of the County Purchasing Act, Texas Local Gov't Code Ann Section 262.023, because of the need for captive replacement parts or components for equipment.

Signed and entered this _____ day of _____, 2009.

Samuel T. Biscoe, County Judge
Travis County, Texas

Ron Davis
Commissioner, Precinct 1

Sarah Eckhardt
Commissioner, Precinct 2

Karen Huber
Commissioner, Precinct 3

Margaret Gomez
Commissioner, Precinct 4



JAMES N. SYLVESTER
Chief Deputy

GREG HAMILTON
TRAVIS COUNTY SHERIFF

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

SCOTT BURROUGHS
Major - Law Enforcement

DARREN LONG
Major - Corrections

MARK SAWA
Major - Administration & Support

MEMORANDUM

TO: Nancy Barchus, CPPB
Purchasing Agent Assistant

FROM: Maria Wedhorn
Financial Analyst

DATE: January 6, 2009

SUBJECT: Item #'s 0300, 0305, 0600, & 0601 – Uni Cards, Uni Blisters

The Travis County Sheriff's Office request that Purchasing process Requisition #459580 in the amount of \$44,640.00 to Rx Systems, Inc.

To my knowledge, Rx Systems, Inc. is the Sole Source provider for the items listed above. The Uni-Blisters and Cards are used with an autofiller and autosealer to package 30 day medication cards.

See attached Sole Source Memo provided by the vendor.

If you have any questions; please give me a call at 854-4474



December 22, 2008

To Whom It May Concern,

Rx Systems, Inc is the only manufacturer that produces the Uni series(Item # 0300, 0305,0600, 0601). No other supplier has that hole pattern configuration that works with the automation (autosealer, autofiller).

Thank You,

Linda Bommarito

Inside Sales Manager
Rx Systems Inc.
800-922-9142 x235
lbommarito@rxsystems.com

For quality Med Carts visit our new cart line
www.RxMedCarts.com

PURCHASE REQUISITION NBR: 0000459580

REQUISITION BY: GLORIA HOFMAN 854-5308

STATUS: READY FOR BUYER PROCESS
 REASON: YEARLY/FY09 HSB PHARMACY/D. GONZALES 512/854-4197

DATE: 12/22/08

SHIP TO LOCATION: CORRECTION COMPLEX

SUGGESTED VENDOR: 30124 RX SYSTEMS INC

DELIVER BY DATE: 12/22/09

LINE #	ACCOUNT	PROJECT	AMOUNT
1	00137495813052	DAAE02	18720.00
	COMMODITY: DRUGS PHARMACEUTICALS/SET	PHARMACEUTICALS, PHARMACIS	
	SUBCOMMOD: ADMIN SET/SPECIAL USE:ETC	PHARMACEUTICALS, PHARMACIS	
2	00137495813052	DAAE02	7920.00
	COMMODITY: DRUGS PHARMACEUTICALS/SET	PHARMACEUTICALS, PHARMACIS	
	SUBCOMMOD: ADMIN SET/SPECIAL USE:ETC	PHARMACEUTICALS, PHARMACIS	
3	00137495813052	DAAE02	8400.00
	COMMODITY: DRUGS PHARMACEUTICALS/SET	PHARMACEUTICALS, PHARMACIS	
	SUBCOMMOD: ADMIN SET/SPECIAL USE:ETC	PHARMACEUTICALS, PHARMACIS	
4	00137495813052	DAAE02	3600.00
	COMMODITY: DRUGS PHARMACEUTICALS/SET	PHARMACEUTICALS, PHARMACIS	
	SUBCOMMOD: ADMIN SET/SPECIAL USE:ETC	PHARMACEUTICALS, PHARMACIS	
5	00137495813052	DAAE02	6000.00
	COMMODITY: DRUGS PHARMACEUTICALS/SET	PHARMACEUTICALS, PHARMACIS	
	SUBCOMMOD: ADMIN SET/SPECIAL USE:ETC	PHARMACEUTICALS, PHARMACIS	
FREIGHT			6000.00
TOTAL PURCHASE ORDER WILL BE SPLIT BETWEEN SEVERAL DELIVERIES THROUGHOUT THE YEAR. DIANA GONZALES, PHARMACIST, WILL CALL ORDERS IN ON A QUARTERLY BASIS.			
REQUISITION TOTAL:			44640.00

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

LINE #	ACCOUNT	PROJECT	AMOUNT
1	00137495813052	DAAE02	18720.00
	OPER SUPP, REPR PRTS, & EQ	PHARMACEUTICALS, PHARMACIS	
2	00137495813052	DAAE02	7920.00
	OPER SUPP, REPR PRTS, & EQ	PHARMACEUTICALS, PHARMACIS	
3	00137495813052	DAAE02	8400.00
	OPER SUPP, REPR PRTS, & EQ	PHARMACEUTICALS, PHARMACIS	
4	00137495813052	DAAE02	3600.00
	OPER SUPP, REPR PRTS, & EQ	PHARMACEUTICALS, PHARMACIS	
5	00137495813052	DAAE02	6000.00
	OPER SUPP, REPR PRTS, & EQ	PHARMACEUTICALS, PHARMACIS	
REQUISITION TOTAL:			44640.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

QUOTE OBTAINED BY PHONE FROM LINDA BOMMARITO AT

PURCHASE REQUISITION NBR: 0000459580

REQUISITION BY: GLORIA HOFFMAN 854-5308

STATUS: READY FOR BUYER PROCESS
REASON: YEARLY/FY09 HSB PHARMACY/D.GONZALES 512/854-4197

DATE: 12/22/08

SHIP TO LOCATION: CORRECTION COMPLEX

SUGGESTED VENDOR: 30124 RX SYSTEMS INC

DELIVER BY DATE: 12/22/09

REQUISITION COMMENTS:

RX SYSTEMS AT 800/922-9142 X235.
SOLE SOURCE LETTER AVAILABLE FROM GLORIA @ X45308
THESE BLISTERS AND CARDS ARE COMPATIBLE WITH THE
NEW TECH PHARMACY SYSTEM. NO OTHER SUPPLIER HAS
THE HOLE PATTERN CONFIGURATION THAT WORKS WITH THE
AUTOMATION (AUTOSEALER, AUTOFILLER)
HOLD FOR EXEMPTION ORDER AND COURT APPROVAL. BSF
010609

PI655I01

TRAVIS COUNTY
Account Balance Inquiry

1/12/09
11:39:51

Fiscal Year	:	2009
Account number	:	1-3749-581.30-52
Fund	:	001 GENERAL FUND
Department	:	37 SHERIFF
Division	:	49 MEDICAL SERVICES
Basic activity	:	58 CORRECTNS & REHABILITATN
Sub activity	:	1 INMATE SERVICES (SHERIFF)
Element	:	30 OPER SUPP, REPR PRTS, & EQ
Object	:	52 DRUG & PHARMACEUTICL SUPP

Budget	:	1,759,487
Encumbered amount	:	50,169.92
Pre-encumbered amount	:	44,640.00
Expenditures	:	449,048.75
Total expenditures	:	543,858.67
Balance	:	1,215,628.33

Press Enter to continue.

F3=Exit F12=Cancel



TRAVIS COUNTY PURCHASING OFFICE

Cyd V. Grimes, C.P.M., Purchasing Agent
14 W. 11th Street, Room 400 Austin, Texas 78701 (512) 854-9700 Fax (512) 854-9185

10
BF

Approved by: _____

Bonnie Floyd 1-21-09

Voting Session: Tuesday, January 27, 2009

REQUESTED ACTION: APPROVE CONTRACT AWARD FOR CULVERT PIPE, IFB B090064-DR, TO THE LOW BIDDER, CONTECH CONSTRUCTION PRODUCTS, INC. (TNR)

Points of Contact:

- Purchasing:** Donald Rollack, 854-9700
- Department:** Christina Jensen, 854-9383; Joseph Gieselman, Executive Manager, TNR, 854-9383
- County Attorney (when applicable):** John Hille
- County Planning and Budget Office:** Leroy Nellis
- County Auditor's Office:** Susan Spataro and Jose Palacios
- Other:**

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

This contract will provide culvert pipe for construction of Travis County roads.

IFB B090064-DR was issued December 15, 2008 on RFP Depot. Purchasing received two (2) bids. The department recommends awarding the contract to the low bidder, Contech Construction Products, Inc..

Contract Expenditures: Within the last 9 months \$20,309.50 has been spent against this requirement.

Not applicable

➤ **Contract-Related Information:**

- Award Amount: Estimated Requirements
- Contract Type: Annual
- Contract Period: January 27, 2009 through January 26, 2010

➤ **Contract Modification Information:**

- Modification Amount:
- Modification Type:
- Modification Period:

➤ **Solicitation-Related Information:**

Solicitations Sent: 18

Responses Received: 2

HUB Information: N/A

% HUB Subcontractor: N/A

Comments:

➤ **Funding Information:**

* Purchase Requisition in HTE

* Funding Account(s) 099-4941-621-3061

*At least one of these must be included

➤ **Statutory Verification of Funding:**

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

Comments: * Requisitions will be entered as services are required

APPROVED ()

DISAPPROVED ()

BY COMMISSIONERS COURT ON:

DATE

COUNTY JUDGE

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

CVG:DR:dr



TRANSPORTATION AND NATURAL RESOURCES
JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

January 7, 2009

JAN 9 2009


MEMORANDUM

TO: Cyd Grimes, County Purchasing Agent
FROM: Joseph P. Gieselman, Executive Manager
SUBJECT: Award of Solicitation B090064DR – Culvert Pipe

TNR has reviewed the above referenced bids and recommends award to the overall low bidder, Contech Construction Products, Inc.

The commodity/sub-commodity code for Culvert Pipe is 210/029 and the budget line item is 099-4941-621-3061.

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

 CJ:JPG:cj
Contract File

Agency Notes:		Vendor Notes:			
Contech Construction Products, Inc.	First Offer - \$1,810.72	1 / each	\$1,810.72		Y
Agency Product Code: Agency Notes:		Supplier Product Code: Vendor Notes:			

Vendor Totals

Contech Construction Products, Inc.		\$166,879.76 (95/95 items)	
Bid Contact	Gary R Young <u>boosoc@contech-cpi.com</u> Ph 972-659-0828	Address	4425 W. Airport Freeway, Suite 340 Irving, TX 75062
Qualifications	CISV TX		
Agency Notes:		Vendor Notes:	
Texas Corrugators		\$176,144.70 (95/95 items)	
Bid Contact	Curtis Crenwelge <u>curtis@txcorr.com</u> Ph 512-388-0588	Address	P.O. Box 938 Round Rock, TX 78680
Agency Notes:		Vendor Notes:	

**

TRAVIS COUNTY

Fiscal Year 2009

Account Balance Inquiry

Account number : 99-4941-621.30-61
Fund : 099 ROAD & BRIDGE FUND
Department : 49 TNR (TRANS & NATRL RESRC)
Division : 41 ROAD & BRIDGE MAINTENANCE
Activity basic : 62 INFRA-ENV SCVS (TRNS&RDS)
Sub activity : 1 TNR (TRANS & NATRL RESRC)
Element : 30 OPERATG SUPPLIES,RP&E,NC
Object : 61 ROAD & HIGHWAY EQ & SUPP

Original budget : 249,025
Revised budget : 284,476 12/10/2008
Actual expenditures - current . . : 11,227.80
Actual expenditures - ytd : .00
Unposted expenditures : .00
Encumbered amount : 10,238.75
Unposted encumbrances : .00
Pre-encumbrance amount : 17,010.20
Total expenditures & encumbrances: 38,476.75 13.5%
Unencumbered balance : 245,999.25 86.5

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



TRAVIS COUNTY PURCHASING OFFICE

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

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

11

Approved by: _____

M. Buck 1-21-09

Voting Session: Tuesday, January 27, 2009

REQUESTED ACTION: APPROVE CONTRACT AWARD WITH DOUCET AND ASSOCIATES, INC., RFQ NO. Q080290-LP, PROFESSIONAL ENGINEERING SERVICES FOR TRAVIS COUNTY NUCKOLS CROSSING ROADWAY SAFETY IMPROVEMENTS PROJECT. (TNR)

Points of Contact:

- Purchasing:** Lee Perry
- Department:** (TNR), Joe Gieselman, Executive Manager; Steve Manilla, Public Works Director
- County Attorney (when applicable):** John Hille
- County Planning and Budget Office:** Leroy Nellis
- County Auditor's Office:** Susan Spataro, Jose Palacios
- Other:**

09 JUN 21 PM 2:24
RECEIVED

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

- TNR, with Purchasing's concurrence, requests contract approval for the design services of Nuckols Crossing Roadway Safety Improvements to Doucet and Associates, Inc., for \$32,900.00.
- TNR requested the development of a pre-qualified list of professional engineering and architecture firms that can complete small roadway, drainage, and park projects as the need arises. An RFQ was subsequently established. Thirty-three (33) A/E firms submitted qualification statements. All were approved by Commissioners Court on November 18, 2008, as well as the procedures for utilizing the list.
- In accordance with the approved procedures, TNR has reviewed the qualification statements of the firms on the pre-qualified list of A/E's for small projects. TNR staff has determined the highest qualified firm for the Nuckols Crossing Roadway Safety Improvements to be Doucet and Associates, Inc.
- The above referenced project is for engineering services that are required to develop the preliminary design and PS&E documents for the Nuckols Crossing Roadway Safety Improvements in Southeastern Travis County, Precinct Four.

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

Not applicable

➤ **Contract-Related Information:**

Award Amount: \$32,900.00 (Fixed Amount)
Contract Type: (Professional Services Agreement)
Contract Period: Through Contract completion

➤ **Contract Modification Information:**

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

➤ **Solicitation-Related Information:**

Solicitations Sent: N/A Responses Received: N/A
HUB Information: Vendor is not a HUB % HUB Subcontractor: 34%

➤ **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: Doucet and Associates, Inc. are on the list of pre-qualified professional A/E firms for small projects as a result of RFQ Q080290-LP.

➤ **Funding Information:**

- Purchase Requisition in H.T.E.: 457690
- Funding Account(s): 439-4941756-8164
- Comments:

➤ **Statutory Verification of Funding:**

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



TRAVIS COUNTY PURCHASING OFFICE

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

314 W. 11th, Room 400 Austin, Texas 78701 (512) 473-9700 Fax (512) 473-9185

12

Approved by: _____

Bonnie Floyd 12-1-09

Voting Session: Tuesday, January 27, 2009

REQUESTED ACTION: APPROVE MODIFICATION NO. 10 TO CONTRACT NO. 07T000040J, WASTE MANAGEMENT OF TEXAS, FOR REFUSE COLLECTION (COUNTYWIDE)

RECEIVED
COUNTY CLERK
JAN 27 2009

Points of Contact:

Purchasing: Oralia Jones, 854-4204

Department: Christina Jensen/TNR, 854-9383, John Carr/Fac. Mgmt., 854-4772, Gwen Carroll/Juvenile Court, 854-7002, Maria Wedhorn/Sheriff's Office, 854-3249

County Attorney (when applicable): N/A

County Auditor's Office: Susan Spataro, Auditor and Jose Palacios, Chief Asst. County Auditor I

Other: Joseph Gieselman, Exec. Mgr., 854-9383, Roger El-Khoury, Fac. Mgmt. Director, 854-9661, Alicia Perez, Exec. Mgt., 854-9142, Estela Medina, Chief Juvenile Probation Officer, Greg Hamilton, Sheriff, 854-9770

➤ **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 is for Refuse Collection services. The Commissioners Court approved the award of this contract on January 23, 2007.

This modification will extend the contract for an additional twelve (12) months, from February 1, 2009 through January 31, 2010, and will incorporate a 10% price increase to all service locations. The price increase was a result of the negotiations between the Purchasing Agent and WMT in January 2008, which increased the unit prices by 10% for two years. The price increase is in accordance with Part V – Special Provisions, Paragraph 5.0 entitled "Price Changes", which states "Prices offered shall remain firm for the option years should the County choose to exercise the option to extend, except for changes that are industry wide and beyond the control of the contractor". The contract amount will be increased by \$21,396.37 (estimated). This modification will also incorporate changes to some locations.

On November 18, 2008, Jon White of the TNR department was contacted via e-mail on whether Waste Management had received any violations from Feb. 1, 2008 through present.

Mr. White forwarded an email to Mr. Thomas Weber/TECQ requesting review of WMT's compliance record at TCEQ for 2008. Mr. Weber responded stating the files did not indicate violations or specific violations relating to nuisance conditions in this time frame.

Modification No. 9 was previously issued to incorporate changes in the number of pick-up services for the SMART Facility at Del Valle effective January 1, 2009. It was approved by the Purchasing Agent on January 16, 2009.

Modification No. 8 was previously issued to incorporate changes in the number of pick-up services and the container size for the SMART Facility at Del Valle effective December 1, 2008. It was approved by the Purchasing Agent on December 11, 2008.

Modification No. 7 was previously issued to incorporate changes in the number of pick-up services and the container size for the Precinct 2 and the Tax Office locations, effective November 1, 2008. It was approved by the Purchasing Agent on November 25, 2008.

Modification No. 6 was previously issued to incorporate changes in the number of pick-up services for the Precinct 2 location effective June 17, 2008. It was approved by the Purchasing Agent on August 11, 2008.

Modification No. 5 was previously issued to incorporate changes in container size and container quantity for the East Rural Community Center effective May 15, 2008. It was approved by the Purchasing Agent on June 2, 2008.

Modification No. 4 was previously issued to incorporate changes in container size for the Housing Department effective March 10, 2008. It was approved by the Purchasing Agent on May 7, 2008.

Modification No. 3 was previously issued to extend the contract period for an additional twelve (12) months, through January 31, 2009, and to incorporate a 10% price increase to all the service locations. It was approved by the Commissioners Court on January 29, 2008.

Modification No. 2 was previously issued to add service to a new location and revise the monthly and total amount. It was approved by the Purchasing Agent on July 3, 2007.

Modification No. 1 was previously issued to correct the City of Austin Dumpster Fee per container per month. It was approved by the Commissioners Court on January 30, 2007.

➤ **Contract Expenditures:** Within the last 12 months \$192,541.91 has been spent against this requirement.

Not applicable

➤ **Contract Modification Information:**

Modification Amount: \$204,288.37 Annually (Estimated)

Modification Type: N/A

Modification Period: February 1, 2009 through January 31, 2010

➤ **Funding Information:**

Purchase Requisition in H.T.E.: 459205 (TNR Parks); 459615 (TNR Transfer Station); 458286 (Fac. Mgmt.); 461267, 461280 (Expo Center); 460770 (Juvenile Court) and 461024 (DVCC).

Funding Account(s): 001-4945-631-6014 (Parks) and 001-4985-621-6014 (Transfer Station) (TNR), 001-1403-525-6014 (Fac. Mgmt.), 501-1413-635-6014 (Expo Center), 001-4513-593-6014 (Juvenile Court), and 001-3735-583-6014 (DVCC).

Comments:

➤ **Statutory Verification of Funding:**

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



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

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

November 12, 2008

MEMORANDUM

TO: Cyd Grimes, County Purchasing Agent
FROM: *Joseph P. Gieselman*
Joseph P. Gieselman, Executive Manager
SUBJECT: Option to Extend Contract number **07T000040J**
Refuse Collection for Travis County

TNR recommends that Travis County exercise its option to extend this contract for an additional year as permitted under the terms of the contract. TNR also requests that the schedule for Richard Moya Park contract be modified per the attached sheet.

The commodity/sub-commodity codes for Refuse Collection is 962/039. The budget line item for TNR is 001-4945-631-6014.

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

[Handwritten mark]

CJ:JPG:cj
0102 Flat Tire & Tube Repair and Replacement

Richard Moya Park:

Change:

September 16 – March 15 to 4 x 8 x 1

March 16 – September 15 to 5 x 8 x 1



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

Project No: SVCOT-23-08F-XM

File: 801

TO: Cyd Grimes, C.P.M., Purchasing Agent
VIA: Roger A. El Khoury, M.S., P.E., Director
FROM: Rony Aouad, Service Contract Manager
DATE: December 4, 2008
SUBJECT: Refuse Collection Services,
Option to Extend Contract 07T000040J

Roger El Khoury
Rony Aouad

Facilities Management Department (FMD) recommends exercising the option to renew services under this contract for an additional year. The contract will expire on January 31, 2009. Waste Management (WM) has provided acceptable services.

Funding for the FMD share of these services is included under line item 001-1403-525-6014. Please call Rony at extension 44781 if you have any questions.

COPY TO:

Lloyd Evans, Maintenance Division Director, FMD
Amy Draper, CPA, Financial Manager, FMD
Lolly Jones, Purchasing Agent Assistant, Purchasing



JAMES N. SYLVESTER
Chief Deputy

GREG HAMILTON
TRAVIS COUNTY SHERIFF

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

SCOTT BURROUGHS
Major - Law Enforcement

DARREN LONG
Major - Corrections

MARK SAWA
Major - Administration & Support

To: Lolly Jones, Purchasing Agent Assistant IV
From: Maria Wedhorn, Financial Analyst
Date: November 12, 2008
Subject: Contract No. 07T00000J, Refuse Collection

The Travis County Sheriff's Office would like to extend this contract for an additional year until January 31, 2010.

Funding will continue to be funded within 00137355836014.

Thank you

From: Lolly Jones
To: Gwen Carroll; Mark Buchanan
Date: 10/20/2008 9:00 AM
Subject: Re: Refuse Collection Contract #07T00004OJ

CC: Britt Canary; Sylvia Mendoza
Thank you!

>>> Gwen Carroll 10/20/2008 8:31 AM >>>
Good morning Lolly, the account number is #001-4513-593-6014. **Thanks.**

Gwen Carroll
Lead Accountant
Travis County Juvenile Probation
Phone: 512-854-7002

>>> Lolly Jones 10/17/2008 3:30 PM >>>
Gwen,
Please provide your department's 14 digit account number applicable to this requirement. Thank you.

>>> Mark Buchanan 10/17/2008 3:19 PM >>>
Gwen, Lolly, Waste Management has done a great job working with us on our time schedules with the Dumpster's. I suggest that the contract be extended.

>>> Gwen Carroll 10/16/2008 6:18 PM >>>
Good evening all, attached is a memo from Lolly Jones with Purchasing indicating that our Refuse collection contract will be expiring. We have an option to extend for another year. **Please respond by October 23rd** so that we can prepare transmittal letter to send to the Purchasing office by the requested deadline. **If you have questions** or need additional information, please let me know. Thank you for your cooperation.

Gwen Carroll
Lead Accountant
Travis County Juvenile Probation
Phone: 512-854-7002

Travis County

Price Increase Effective 2/1/09

Item #	Name	Qty	Size	Type	Freq	Current Rate	Amount	10% Price Increase Effective 2/1/09
B070004-OJ-1-01	Travis County Courthouse	1	6	VIP	3	\$ 561.00	\$ 56.10	\$ 617.10
B070004-OJ-1-02	Criminal Justice Center	2	4	SL	6	\$ 498.30	\$ 49.83	\$ 548.13
B070004-OJ-1-03	Travis County Administration	1	6	FL	3	\$ 187.00	\$ 18.70	\$ 205.70
B070004-OJ-1-04	U.S.B. / Holt	2	4	SL	2	\$ 166.10	\$ 16.61	\$ 182.71
B070004-OJ-1-05	Executive Office Building	1	4	SL	2	\$ 83.60	\$ 8.36	\$ 91.96
B070004-OJ-1-06	Medical Examiner	1	3	FL	2	\$ 62.70	\$ 6.27	\$ 68.97
B070004-OJ-1-07	Palm Square Building	1	3	FL	2	\$ 62.70	\$ 6.27	\$ 68.97
B070004-OJ-1-08	Post Road Building	1	6	FL	2	\$ 124.30	\$ 12.43	\$ 136.73
B070004-OJ-1-09	Housing Service	1	8	FL	2	\$ 166.10	\$ 16.61	\$ 182.71
B070004-OJ-1-10	Smith Road Building	2	6	FL	1	\$ 124.30	\$ 12.43	\$ 136.73
B070004-OJ-1-11	Precinct #1	1	3	FL	1	\$ 30.80	\$ 3.08	\$ 33.88
B070004-OJ-1-12	Precinct #2	1	4	FL	1	\$ 41.80	\$ 4.18	\$ 45.98
B070004-OJ-1-13	TNR Satellite #1	1	4	FL	2	\$ 83.60	\$ 8.36	\$ 91.96
B070004-OJ-1-14	TNR Satellite #2	1	4	FL	2	\$ 83.60	\$ 8.36	\$ 91.96
B070004-OJ-1-15	TNR Satellite #3	1	8	FL	1	\$ 83.60	\$ 8.36	\$ 91.96
B070004-OJ-1-16	TNR Satellite #4	1	4	FL	2	\$ 83.60	\$ 8.36	\$ 91.96
B070004-OJ-1-17	East Rural Community Center	2	6	FL	1	\$ 124.30	\$ 12.43	\$ 136.73
B070004-OJ-1-18	South Rural Community Center	1	3	FL	1	\$ 30.80	\$ 3.08	\$ 33.88
B070004-OJ-1-19	Star Flight	1	3	FL	1	\$ 30.80	\$ 3.08	\$ 33.88
B070004-OJ-1-20	Collier Law Enforcement Center	1	40	PKR	MO	\$ 165.00	\$ 16.50	\$ 181.50
B070004-OJ-1-21	Collier Law Enforcement Center Per call Basis	1	40	PKR	OC	\$ 412.50	\$ 41.25	\$ 453.75
B070004-OJ-1-22	West Command Center	1	4	FL	2	\$ 83.60	\$ 8.36	\$ 91.96
B070004-OJ-1-23	Airport Blvd	1	6	FL	5	\$ 311.30	\$ 31.13	\$ 342.43
B070004-OJ-1-24	Precinct 4 Office Bldg	1	6	FL	2	\$ 124.30	\$ 12.43	\$ 136.73
B070004-OJ-1-25	NRCC/Clinic/Tax Office	1	6	FL	2	\$ 124.30	\$ 12.43	\$ 136.73
B070004-OJ-1-26	Precinct 3 Office Complex	1	6	FL	2	\$ 124.30	\$ 12.43	\$ 136.73
B070004-OJ-1-27	South Congress Bldg	1	6	FL	2	\$ 124.30	\$ 12.43	\$ 136.73
B070004-OJ-1-28	Exposition Center	1	40	OT	OC	\$ 412.50	\$ 41.25	\$ 453.75
B070004-OJ-1-29	City of Austin Dumpster fee Per Container per Month	1	40	PKR	MO	\$ 108.00	\$ -	\$ 108.00
B070004-OJ-1-30	Compactor, self-container (County owned)	1	40	PKR	OC	\$ 412.50	\$ 41.25	\$ 453.75
B070004-OJ-1-31	Excess tonnage rate over 10 tons, as needed	1	6	TON	2	\$ 22.00	\$ 2.20	\$ 24.20
B070004-OJ-1-32	Keith Ruiz Building	1	6	FL	2	\$ 124.30	\$ 12.43	\$ 136.73
B070004-OJ-2-01	Pace Bend Park	5	8	FL	1	\$ 415.80	\$ 41.58	\$ 457.38
B070004-OJ-2-02	Pace Bend Park	11	4	FL	1	\$ 456.50	\$ 45.65	\$ 502.15

B070004-OJ-2-03	Pace Bend Park	24	4	FL	1	\$ 996.50	\$ 99.65	\$ 1,096.15
B070004-OJ-2-04	Bob Wentz Park	4	4	FL	1	\$ 166.10	\$ 16.61	\$ 182.71
B070004-OJ-2-05	Bob Wentz Park	2	8	FL	1	\$ 166.10	\$ 16.61	\$ 182.71
B070004-OJ-2-06	Bob Wentz Park	3	4	FL	1	\$ 124.30	\$ 12.43	\$ 136.73
B070004-OJ-2-07	Cypress park	3	4	FL	1	\$ 124.30	\$ 12.43	\$ 136.73
B070004-OJ-2-08	Cypress park	3	4	FL	1	\$ 124.30	\$ 12.43	\$ 136.73
B070004-OJ-2-09	Hippie Hollow Park	1	8	FL	1	\$ 83.60	\$ 8.36	\$ 91.96
B070004-OJ-2-10	Mansfield Dam Park	2	8	FL	1	\$ 166.10	\$ 16.61	\$ 182.71
B070004-OJ-2-11	Mansfield Dam Park	4	4	FL	1	\$ 166.10	\$ 16.61	\$ 182.71
B070004-OJ-2-12	Mansfield Dam Park	1	8	FL	1	\$ 83.60	\$ 8.36	\$ 91.96
B070004-OJ-2-13	Arkansas Bend Park	5	4	FL	1	\$ 207.90	\$ 20.79	\$ 228.69
B070004-OJ-2-14	Arkansas Bend Park	2	4	FL	1	\$ 83.60	\$ 8.36	\$ 91.96
B070004-OJ-2-15	Arkansas Bend Park	1	8	FL	1	\$ 83.60	\$ 8.36	\$ 91.96
B070004-OJ-2-16	Moya Park	5	8	FL	1	\$ 415.80	\$ 41.58	\$ 457.38
B070004-OJ-2-17	Webberville Park	5	8	FL	1	\$ 415.80	\$ 41.58	\$ 457.38
B070004-OJ-2-18	Webberville Park	3	8	FL	1	\$ 249.70	\$ 24.97	\$ 274.67
B070004-OJ-2-19	Loop 360 Boat Ramp	2	8	FL	2	\$ 332.20	\$ 33.22	\$ 365.42
B070004-OJ-2-20	Loop 360 Boat Ramp	2	8	FL	1	\$ 166.10	\$ 16.61	\$ 182.71
B070004-OJ-2-21	Southeast Metro Park	3	8	FL	1	\$ 249.70	\$ 24.97	\$ 274.67
B070004-OJ-2-22	Northeast Metro Park	7	8	FL	1	\$ 581.90	\$ 58.19	\$ 640.09
B070004-OJ-2-23	Sandy Creek Park	4	4	FL	1	\$ 290.40	\$ 29.04	\$ 319.44
B070004-OJ-2-24	Milton Reimer Ranch Park	3	4	FL	1	\$ 124.30	\$ 12.43	\$ 136.73
B070004-OJ-2-25	Dink Pearson Park	1	4	FL	1	\$ 41.80	\$ 4.18	\$ 45.98
B070004-OJ-2-26	Mary Quinlan Park	1	8	FL	2	\$ 166.10	\$ 16.61	\$ 182.71
B070004-OJ-2-27	Mary Quinlan Park	1	8	FL	1	\$ 83.60	\$ 8.36	\$ 91.96
B070004-OJ-2-28	Solid Waste Transfer Station	1	40	RO	1	\$ 412.50	\$ 41.25	\$ 453.75
B070004-OJ-2-29	Del Valle Softball Complex	1	8	FL	1	\$ 83.60	\$ 8.36	\$ 91.96
B070004-OJ-2-30	East Metro Park	1	8	FL	1	\$ 412.50	\$ 41.25	\$ 453.75
B070004-OJ-2-31	City of Austin Dumpster	5	8	FL	1	\$ 448.00	\$ -	\$ 448.00
B070004-OJ-3-01	Moya Park	4	8	FL	1	\$ 334.40	\$ 33.44	\$ 367.84
B070004-OJ-3-02	Building #1	1	10	FL	3	\$ 311.30	\$ 31.13	\$ 342.43
B070004-OJ-3-03	Building #2	1	10	FL	2	\$ 207.90	\$ 20.79	\$ 228.69
B070004-OJ-3-04	Building #3	1	10	FL	2	\$ 207.90	\$ 20.79	\$ 228.69
B070004-OJ-3-05	Building #4	1	6	FL	2	\$ 207.90	\$ 20.79	\$ 228.69
B070004-OJ-3-06	Honors Building	1	10	FL	3	\$ 124.30	\$ 12.43	\$ 136.73
B070004-OJ-3-07	Activities Building	1	10	FL	2	\$ 311.30	\$ 31.13	\$ 342.43
B070004-OJ-3-08	Barracks Building	1	10	FL	2	\$ 207.90	\$ 20.79	\$ 228.69
B070004-OJ-3-09	Property/Supply Building	1	10	FL	2	\$ 207.90	\$ 20.79	\$ 228.69
B070004-OJ-3-10	Chapel	1	4	FL	2	\$ 83.60	\$ 8.36	\$ 91.96
B070004-OJ-3-11	TCJ Kitchen	2	10	FL	6	\$ 83.60	\$ 8.36	\$ 91.96
B070004-OJ-3-12	Austin Skeet & Rifle Range	1	4	FL	1	\$ 1,246.30	\$ 124.63	\$ 1,370.93
B070004-OJ-3-12	Evidence Warehouse	1	4	FL	1	\$ 41.80	\$ 4.18	\$ 45.98

***CLOSED

B070004-OJ-3-13	Main Kitchen	2	10	FL	3	\$ 622.60	\$ 62.26	\$ 684.86
B070004-OJ-3-14	Health Services Building	1	10	FL	2	\$ 207.90	\$ 20.79	\$ 228.69
B070004-OJ-3-15	City of Austin Dumpster Fee					\$ 64.00	-	\$ 64.00
B070004-OJ-4-01	Juvenile Court	3	8	FL	5	\$1,246.30	\$ 124.63	\$ 1,370.93
B070004-OJ-4-02	City of Austin Dumpster Fee					\$ 12.00	-	\$ 12.00
B070004-OJ-5-01	Smart Facility	1	8	FL	5	\$ 415.80	\$ 41.58	\$ 457.38
B070004-OJ-5-02	City of Austin Dumpster Fee					\$ 4.00	-	\$ 4.00
B070004-OJ-6-01	3 Cubic Yards (Extra Pick-up)					\$ 55.00	-	\$ 55.00
B070004-OJ-6-02	4 Cubic Yards (Extra Pick-up)					\$ 66.00	-	\$ 66.00
B070004-OJ-6-03	6 Cubic Yards (Extra Pick-up)					\$ 88.00	-	\$ 88.00
B070004-OJ-6-04	6 Cubic Yards VIP (Extra Pick-up)					\$ 110.00	-	\$ 110.00
B070004-OJ-6-05	8 Cubic Yards (Extra Pick-up)					\$ 88.00	-	\$ 88.00
B070004-OJ-6-06	10 Cubic Yards (Extra Pick-up)					\$ 110.00	-	\$ 110.00
B070004-OJ-6-07	20 Cubic Yards Roll Off					\$ 330.00	\$ 33.00	\$ 363.00
B070004-OJ-6-08	30 Cubic Yards Roll Off					\$ 379.50	\$ 37.95	\$ 417.45
B070004-OJ-6-09	40 Cubic Yards Roll Off					\$ 412.50	\$ 41.25	\$ 453.75
B070004-OJ-6-10	40 Cubic Yards Roll Off Receiver Box					\$ 412.50	\$ 41.25	\$ 453.75
B070004-OJ-6-11	Excess tonnage rate over 10 tons, if needed					\$ 22.00	\$ 2.20	\$ 24.20

REQUISITION BY: LINDA LISCAN 44 03932 PURCHASE ACQUISITION NBR: 0000459205
 DATE: 10/18/09
 STA: AUDITOR APPROVAL
 REAL: PER EMPLOYEE FUNDS ATTN: J. JONES
 SUPPLY-TRM VENDOR: 49790 WASTE MANAGEMENT TEXAS DELIVER BY DATE: 10/18/09

LINE DESCRIPTION QUANTITY UOM UNIT COST EXTEND VENDOR PART NUMBER

1	FACE BEND PARK 4CU YDS 5X8X1 COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES	8.00	MO	457.2800	3658.24	
2	FACE BEND PARK 4 CU YDS 11X24X1 COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES	2.00	MO	600.1500	1200.30	
3	EGG WENTS PARY 4CU YDS 4X4X1 COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES	8.00	MO	182.7100	1461.68	
4	EGG WENTS PARK 4CU YDS 4X8X1 COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES	8.00	MO	182.7100	1461.68	
5	EGG WENTS PARK 4CU YD 2X4X1 COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES	2.00	MO	132.7200	265.44	
6	CYPRESS PARK 8 CU YDS 1X8X1 COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES	8.00	MO	91.9600	735.68	
7	HIPPIE HOLLOW PARK 8CU YD2X8X1 COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES	8.00	MO	182.7100	1461.68	
8	MANSFIELD DAM 4CU YDS 4X4X1 COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES	8.00	MO	182.7100	1461.68	
9	MANSFIELD DAM PARK 4CU YD1X8X1 COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES	8.00	MO	91.9600	735.68	
10	ARKANSAS BEND 4CU YDS 2X4X1 COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES	8.00	MO	91.9600	735.68	
11	ARKANSAS BEND PARK 8CUYDS1X8X1 COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES	8.00	MO	91.9600	735.68	
12	MOYA PARK 4CU YDS 3X8X1 02/01 02/15/09 COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES	1.50	MO	271.6700	412.51	
13	MOYA PARK PARK 4CU YDS 6X8X1 02/15 09/15/09 COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES	6.00	MO	548.1200	3288.72	

PURCHASE REQUISITION NBR: 0000459200

REQUISITION NBR: LYNDA LISIANO 654 93833 STATUS: AUDITOR APPROVAL DATE: 12/15/08

SHIP TO LOCATION: AS INDICATED BELOW REASON: RE ENCUMBER FUNDS ATTN: L. JONES DELIVER BY DATE: 12/15/08

SUGGESTED VENDOR: 49220 WASTE MANAGEMENT OF TEXAS VENDOR PART NUMBER

LINE	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND	VENDOR PART NUMBER
14	WEBBVILLE PARK 8 CU YDS 2X8X1 FRR 09 COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES	1.00	MO	274.6700	274.67	
15	DEL VALLE SOUTHALL COMPLEX RM 972 8CU YDS 1X8X1 COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES	8.00	MO	91.9600	735.68	
16	LOOP 267 BEAT HAMP 8CU YD1X8X1, 02/01 04/30/09 COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES	2.00	MO	182.7100	365.42	
17	SOUTHEAST METEC PARK 8CU YD 1X8X1 COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES	8.00	MO	274.6700	2197.36	
18	NORTHRAND MEIRO PARK 8CU YD 1X8X1 COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES	8.00	MO	610.0900	4880.72	
19	SANDY CREEK PARK, 9500 LIME CREEK 4CU YD 4X4X1 COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES	8.00	MO	319.4400	2555.52	
20	DINK PEARSON PARK 4CU YDS LAGO VISTA 1X4X1 COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES	8.00	MO	45.9800	367.84	
21	MARY QUINLAN PARK 8 CU YD 1X8X1, 02/01 04/30/09 COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES	3.00	MO	91.9600	275.88	
22	MILTON REIMER RANCH PARK DRIPPING SPRINGS, 2X4X1 COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES	8.00	MO	136.7300	1093.84	
23	EAST METRO PARK, 4 CU YD MANOR, TX, 5X8X1 COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES	8.00	MO	453.7500	3630.00	
24	BOB WENTZ PARK 4 CU YDS 2X4X1 FEAK 03/01-09/30/09 COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES	7.00	EA	136.7300	957.11	
25	LOOP 360 ROAT KAMP 8 CU YDS 2X8X2 05/01 09/30/09 COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES	5.00	MO	365.4200	1827.10	
26	MANSFIELD DAM PK 4 CUYDS 5X4X1 PEAK03/01 09/30/09 COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES	7.00	MO	228.6900	1600.83	

PURCHASE REQUISITION NBR: 004459205

REQUISITION BY: LYNDA LISCANO 4-4 93832

STATUS: AUDITOR APPROVAL
 REASON: PRE-ENCUMBER FUNDS APPLD TO OTHERS

DATE: 2/18/09

SHIP TO LOCATION: AS INDICATED BELOW

SUGGESTED VENDOR: 49780 WALTER MANAGEMENT OF TEXAS

DELIVER BY DATE: 02/18/09

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTND COST	VEN. LF PART NUMBER
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27	MARY QUINLAN PARK 8 CU YDS 38X31 09/01 09/30/09 COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES	5.00	MO	182.7100	913.55	
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28	MOTA PARK CU YDS 38X31 09/01 09/30/09 COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES	1.50	MO	274.6700	137.24	
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29	FACE BEND PARK 8 CU YDS 24X31 09/01 09/30/09 ADD'L DUMPSTERS 03/01 09/30/09 COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES	4.00	MO	1096.2600	8770.08	
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30	WRRBHVILLE PARK 8 CU YDS 38X31 03/01 09/30/09 COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES	7.00	MO	497.8800	3701.06	
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31	COA DUMPSTER FEE (TNR) ESTIMATED UNITS 30 UNITS X 8 MONTHS ***** MAIN ACCOUNT#161-1460776 GROUP B TRANSPORTATION & NATURAL RESOURCES (PARKS) ***** SERVICES FROM FEB.2009-SEPT.2009 PARTIAL PAYMENTS WILL BE MADE AGAINST THIS PURCHASE ORDER. DUMPSTER HAULING SERVICE FOR PARKS COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES	240.00	EA	4.0000	960.00	
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REQUISITION TOTAL: 56427.62

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

LINE #	ACCOUNT	PROJECT	AMOUNT
1	00149456216014	WPS003	3059.04
2	00149456316014	Face Bend Park	4017.20
3	00149456216014	WPS002	1461.68
4	00149456216014	WPN003	1461.68
5	00149456316014	WPN002	1093.84
6	00149456216014	WPN004	735.58

PURCHASE REQUISITION NUMBER: 0000459205
 STATUS: AUDITOR APPROVAL
 REQUISITION BY: LYNDA LISGANO 954 93822 PERSON: FEE ENCUMBER FONDS ATTN: L. JONES DATE: 12/18/08

SHIP TO LOCATION: AS INFILTRATED BELOW SUGGESTED VENDOR: 42790 WASTE MANAGEMENT OF TEXAS DELIVER BY DATE: 12/18/08

LINE #	DESCRIPTION	QUANTITY	UNIT	EXTENSION	AMOUNT	VENDOR PART NUMBER
7	00149456316014 OTHER PURCHASED SERVICES					
8	00149456316014 OTHER PURCHASED SERVICES					
9	00149456316014 OTHER PURCHASED SERVICES					
10	00149456316014 OTHER PURCHASED SERVICES					
11	00149456316014 OTHER PURCHASED SERVICES					
12	00149456316014 OTHER PURCHASED SERVICES					
13	00149456316014 OTHER PURCHASED SERVICES					
14	00149456316014 OTHER PURCHASED SERVICES					
15	00149456316014 OTHER PURCHASED SERVICES					
16	00149456316014 OTHER PURCHASED SERVICES					
17	00149456316014 OTHER PURCHASED SERVICES					
18	00149456316014 OTHER PURCHASED SERVICES					
19	00149456316014 OTHER PURCHASED SERVICES					
20	00149456316014 OTHER PURCHASED SERVICES					
21	00149456316014 OTHER PURCHASED SERVICES					
22	00149456316014 OTHER PURCHASED SERVICES					
23	00149456316014 OTHER PURCHASED SERVICES					
24	00149456316014 OTHER PURCHASED SERVICES					
25	00149456316014 OTHER PURCHASED SERVICES					
26	00149456316014 OTHER PURCHASED SERVICES					
27	00149456316014 OTHER PURCHASED SERVICES					
28	00149456316014 OTHER PURCHASED SERVICES					
29	00149456316014 OTHER PURCHASED SERVICES					

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

PROJECT	UNIT COST	EXTENSION COST	AMOUNT
WPN006 Happy Hollow Park	100.00	100.00	1461.95
WPN010 Mansfield Dam Park	100.00	100.00	719.05
WPN002 Arkansas Bend Park	100.00	100.00	725.68
WPN002 Arkansas Bend Park	100.00	100.00	727.68
WFE006 Richard Moya Park	100.00	100.00	411.01
WFE006 Richard Moya Park	100.00	100.00	4288.78
WPE007 Richard Moya Park	100.00	100.00	274.67
WPE003 Webberville Park	100.00	100.00	735.68
WPS002 Del Valle Softball Complex	100.00	100.00	548.13
Loop 360	100.00	100.00	2197.36
WPE009 Southeast Metro Park	100.00	100.00	5120.72
WPE008 Northeast Metro Park	100.00	100.00	2566.52
WPN013 Sandy Creek Park	100.00	100.00	2677.84
WPN006 Sandy Creek Park	100.00	100.00	275.88
WPN011 Dark Pearson Park	100.00	100.00	1093.84
WPS010 Milton Reimers Ranch Park	100.00	100.00	4530.00
WPE010 East Metro Park	100.00	100.00	957.11
WPN003 East Metro Park	100.00	100.00	1827.10
WPS002 Ebb Weitz Windy Point	100.00	100.00	1600.83
WPN010 Loop 360	100.00	100.00	913.55
WPN011 Mansfield Dam Park	100.00	100.00	1377.34
WFE005 Mary Quinlan Park	100.00	100.00	8770.08
WFE003 Richard Moya Park	100.00	100.00	
WPS003 Pace Bend Park	100.00	100.00	

PURCHASE REQUISITION NBR: 000490005

REQUISITION BY: LYNDA LISGANO 004 93843 STATUS: AUDITOR APPROVAL DATE: 12/14/08

REASON: PER EMPLOYEE FUNDS A/TN: L. JONES SUGGESTED VENDOR: 49780 WASTE MANAGEMENT OF TEXAS DELIVER BY DATE: 12/18/08

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VEHICLE PART NUMBER
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AMOUNT INFORMATION

LINE #	ACCOUNT	OTHER PURCHASE SERVICES	TRANSFER SERVICES	OTHER PURCHASE SERVICES	TRANSFER SERVICES	AMOUNT
00	00119450216014	WEEB007	WEEB007	WEEB007	WEEB007	100.00
01	00119450216014	WFM00X	WFM00X	WFM00X	WFM00X	100.00

66427.62

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

12/11/08 CONTRACT# BMD LYNDA.LISGANO

PURCHASE REQUISITION NUMBER: 000049619

REQUISITION FROM: PEEPLES RD 4 0000

STATUS: INSUFFICIENT FUNDS

REASON: ATTN: LARRY DE FORTUMPER FOR CONTRACT # IN TRASH

DATE: 12/22/08

SEE TO LOCATION AS INDICATED BELOW

SUGGESTED VENDOR: JAMES WASTE MANAGEMENT OF TEXAS

DELIVER BY DATE: 12/22/08

1 SOLID WASTE TRANS STATION FM 1411 4000 VD 1X40X1 TRF 40000 BA 453.7500 14520.00

 PARTIAL PAYMENTS THROUGH 9/20/08
 COMMODITY: MISCELLANEOUS SERVICES
 STOCK NUMBER: HAULING SERVICES
 INVENTORY BUILDING: AI STOCK NUMBER: 902 039-00200

REQUISITION TOTAL: 14520.00

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

LINE #	ACCOUNT	PROJECT	AMOUNT
1	5014960010004	OTHER PURCHASED SERVICES TRANSPORT SERVICES	14520.00
			14520.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

20081222 RT

PURCHASE REQUISITION NBR: 0000158280

REQUISITION BY: BARBARA WARREN 854 9534 STATUS: AUDITOR APPROVAL
REASON: BUDLINE

DATE: 11/09/08

TO: FACILITIES MANAGEMENT SUGGESTED VENDOR: 49780 WASTE MANAGEMENT OF TEXAS DELIVER BY DATE: 11/09/08

LINE NBR	DESCRIPTION	QUANTITY	UNIT	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	TNR SAT #1 4CU YDS 1X4X2 49780 JOHNNE MERRIS REFUSE COLLECTION SERVICES AT LOCALS LISTED LAW CONTRACT FOR PERIOD OF 12 MONTHS COUNTY FORT BEND 854 4781 TR 844 3936 COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: FE STOCK NO: 962-039-00040	8.00	MO	91.9600	735.68	
2	TNR SAT #2 4CU YDS 1X4X2 4501 FM 626 NORTH COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: FE STOCK NO: 962-039-00040	8.00	MO	91.9600	735.68	
3	TNR SAT #3 8CU YDS 1X6X1 14724 HAMILTON ROAD COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: FE STOCK NO: 962-039-00041	8.00	MO	91.9600	735.68	
4	TNR SAT #4 4CU YDS 1X4X2 5412 LOCKHART HWY COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: FE STOCK NO: 962-039-00042	8.00	MO	91.9600	735.68	
5	PALM SQ 3CU YDS 1X3X2 100 IH 35 NORTH COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: FE STOCK NO: 962-039-00055	8.00	MO	68.9700	551.76	
6	USB/HOLT 4CU YDS 2X4X2 1010 LAVACA COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: FE STOCK NO: 962-039-00059	8.00	MO	162.7100	1461.68	
7	COURTHOUSE 6CU YDS VIP 1X6X3 1000 GUADALUPE COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: FE STOCK NO: 962-039-00058	8.00	MO	617.1000	4936.80	
8	EAST RURAL COMM CTR 6CU 2X6X1 600 CARRIE MANOR COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: FE STOCK NO: 962-039-00060	8.00	MO	136.7300	1093.84	
9	PCT 3 BLDG WRCC & CLINIC COMPLEX 6CY 1X6X2 T & T COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: FE STOCK NO: 962-039-00069	8.00	MO	136.7300	1093.84	
10	STH RURAL COMM CTR 3CU YD1X4X1 3518 FM 973 DELVALLE COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: FE STOCK NO: 962-039-00062	8.00	MO	33.8800	271.04	

REQUISITION NBR: BARBARA WARREN 662-9700 PHASON ROUTINE STATUS: AUDITOR APPROVAL DATE: 12/09/08
PHILIP TO LOCATION: FACILITIES MANAGEMENT STUDIOS RD VENDOR: 42240 WASTE MANAGEMENT OF TEXAS PHIL: VPP HY DATE: 12-09-08

PURCHASE REQUISITION NBR: 0000458186

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND	VENDOR PART NUMBER
11	POST HL BLDG 4CU YDS : N11X6X2 2201 POST RT COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: FE STOCK NO: 962 039 00066	8.00	MO	126.7200	1092.41	
12	ADMIN BLDG 4CU YDS : 2X2X2 214 W 11TH ST COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: FE STOCK NO: 962 039 00066	8.00	MO	126.7200	1092.41	
13	EXEC OPT BLDG 4CU YDS : 1X4X2 411 W 17TH ST COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: FE STOCK NO: 962 039 00066	8.00	MO	91.4600	735.68	
14	REFRIG 1 220 YDS : 1X2X1 1811 GEFINDOOR COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: FE STOCK NO: 962 039 00066	8.00	MO	43.8200	271.44	
15	PRECINCT 2 4CU YDS 1X4X110409 BURNET RD COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: FE STOCK NO: 962 039 00070	8.00	MO	45.9800	367.84	
16	MEDICAL EXAMINER 1X3X2 1213 SABINE STREET COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: FE STOCK NO: 962 039 00261	8.00	MO	68.9700	551.76	
17	HOUSING SVCS 1000 YDS : 1X10X2 5021R CESAR CHAVEZ COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: FE STOCK NO: 962 039 00264	8.00	MO	182.7100	1461.68	
18	SMITH PD BLDG 6CU YD : 1600 SMITH ROAD 2X6X1 COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: FE STOCK NO: 962 039 00265	8.00	MO	136.7300	1093.84	
19	STAR FLIGHT 3CUYD 1X3X1 : 7800 OLD MANOR RD COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: FE STOCK NO: 962 039 00281	8.00	MO	33.8800	271.04	
20	WEST COMMAND CTR 4CU YDS HUDSON BEND RD 1X4X2 M&T COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: FE STOCK NO: 962-039-00334	8.00	MO	91.9600	735.68	

PURCHASE REQUISITION NFR: 000498280

REQUISITION BY: BARBARA WARREN 804 0526 STATUS: AUDITOR APPROVAL DATE: 11/09/08
 REASON: ROUTINE SUGGESTED VENDOR: 49740 WASTE MANAGEMENT OF TEXAS DELIVER BY DATE: 11/09/08

LINE DESCRIPTION QUANTITY UOM UNIT COST EXTEND COST VENDOR PART NUMBER

21 CRIMINAL JUSTICE CENTER 500 W 11 ST, 400 YD 1X4X2 8.00 MO 548.1300 4385.04
 COMMODITY: MISCELLANEOUS SERVICES
 SUBCOMMOD: HAULING SERVICES
 INVENTORY BUILDING: FE STOCK NO: 962 039 00258

22 COLLIER LAW ENFORCEMENT 274001 22 COMP BCK RTH SHD 8.00 MO 181.6000 1452.00
 COMMODITY: MISCELLANEOUS SERVICES
 SUBCOMMOD: HAULING SERVICES
 INVENTORY BUILDING: FE STOCK NO: 962 039 00411

23 AIRPORT BLDG, 6 CU YDS 5501 AIRPORT BLVD, 1X6X5 8.00 MO 242.4200 2729.44
 COMMODITY: MISCELLANEOUS SERVICES
 SUBCOMMOD: HAULING SERVICES
 INVENTORY BUILDING: FE STOCK NO: 962 039 00539

24 FERRIS 4 BLDG, 1 X 6 X 1001 MCHINRY FALLS, 80Y 8.00 MO 176.7200 1413.76
 COMMODITY: MISCELLANEOUS SERVICES
 SUBCOMMOD: HAULING SERVICES
 INVENTORY BUILDING: FE STOCK NO: 962 039 00528

25 NRCC/CLINIC/TAX OFFICE PFLUGERVILL 1X4X2 (T & T) 8.00 MO 136.7300 1093.84
 COMMODITY: MISCELLANEOUS SERVICES
 SUBCOMMOD: HAULING SERVICES
 INVENTORY BUILDING: FE STOCK NO: 962 039 00528

26 SO. CONGRESS BLDG, 6 CUYD2501 S CONGRESS, 1X6X2 8.00 MO 136.7300 1093.84
 COMMODITY: MISCELLANEOUS SERVICES
 SUBCOMMOD: HAULING SERVICES
 INVENTORY BUILDING: FE STOCK NO: 962 039-01014

27 5555 AIRPORT BLVD 6 CU YD1X6X2 KEITH RUIZ BLDG 8.00 MO 150.7300 1093.84
 COMMODITY: MISCELLANEOUS SERVICES
 SUBCOMMOD: HAULING SERVICES
 INVENTORY BUILDING: FE STOCK NO: 962 039-01019

28 COA DUMPSTER FEE FAC. M3MT 208.00 EA 4.0000 832.00
 COMMODITY: MISCELLANEOUS SERVICES
 SUBCOMMOD: HAULING SERVICES
 INVENTORY BUILDING: FE STOCK NO: 962 039 00258

REQUISITION TOTAL: 34363.52

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

LINE # ACCOUNT PROJECT AMOUNT
 1 00114035256014 OTHER PURCHASED SERVICES 100.00
 TRANSPORT SERVICES

AMOUNT 735.68

PURCHASE PROVISION NBR: 0000458280
 STATUS ADDITOR APPROVAL
 REASON HOLDING
 DATE: 12/09/08

PURCHASE BY: BARBARA WALKER 854 9536
 SUGGESTED VENDOR: 49780 WASTE MANAGEMENT
 DELIVER BY DATE: 12/09/08

LINE #	ACCOUNT	DESCRIPTION	QUANTITY	UNIT	EXTEN	AMOUNT
1	00114035256014	OTHER PURCHASED SERVICES	100.00		100.00	735.68
2	00114035256014	TRANSPORT SERVICES	100.00		100.00	735.68
3	00114035256014	OTHER PURCHASED SERVICES	100.00		100.00	735.68
4	00114035256014	TRANSPORT SERVICES	100.00		100.00	735.68
5	00114035256014	OTHER PURCHASED SERVICES	100.00		100.00	551.76
6	00114035256014	TRANSPORT SERVICES	100.00		100.00	1461.68
7	00114035256014	OTHER PURCHASED SERVICES	100.00		100.00	4936.80
8	00114035256014	TRANSPORT SERVICES	100.00		100.00	1093.84
9	00114035256014	OTHER PURCHASED SERVICES	100.00		100.00	1093.84
10	00114035256014	TRANSPORT SERVICES	100.00		100.00	271.04
11	00114035256014	OTHER PURCHASED SERVICES	100.00		100.00	1093.84
12	00114035256014	TRANSPORT SERVICES	100.00		100.00	1645.60
13	00114035256014	OTHER PURCHASED SERVICES	100.00		100.00	735.68
14	00114035256014	TRANSPORT SERVICES	100.00		100.00	271.04
15	00114035256014	OTHER PURCHASED SERVICES	100.00		100.00	367.84
16	00114035256014	TRANSPORT SERVICES	100.00		100.00	551.76
17	00114035256014	OTHER PURCHASED SERVICES	100.00		100.00	1461.68
18	00114035256014	TRANSPORT SERVICES	100.00		100.00	1093.84
19	00114035256014	OTHER PURCHASED SERVICES	100.00		100.00	271.04
20	00114035256014	TRANSPORT SERVICES	100.00		100.00	735.68
21	00114035256014	OTHER PURCHASED SERVICES	100.00		100.00	4385.04
22	00114035256014	TRANSPORT SERVICES	100.00		100.00	1452.00
23	00114035256014	OTHER PURCHASED SERVICES	100.00		100.00	2739.44
24	00114035256014	TRANSPORT SERVICES	100.00		100.00	1093.84

PURCHASE REQUISITION NBR: 0000498286
 DATE: 12/09/08
 REASON: AUDITOR APPROVAL
 REASON: ROUTINE

PROPOSITION: 07 HABBARA WARREN 854 8526
 SHIPPABLE VENDOR: 19780 WAPR MANAGEMENT OF TEXAS
 DELIVER BY DATE: 12/09/08

LINE DESCRIPTION QUANTITY UOM UNIT COST EXTENT COST VENDOR PART NUMBER

ACCOUNT IN PROJECT

LINE	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTENT COST	AMOUNT
25	0011402 076014 OTHER PURCHASED SERVICES				100.00	100.00
26	0011102 296014 TRANSPORT SERVICES				100.00	100.00
27	0011402 255014 OTHER PURCHASED SERVICES				100.00	100.00
28	0011402 255014 TRANSPORT SERVICES				100.00	100.00

24702.50

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION BY: GAILLE DAVIS
STATION: DEPARTMENT AND VAL
REASON: BUYING

DATE: 11/11/09
BY: GAILLE DAVIS
OFFICE: 1000
SUBCOMMITTEE: HAULING DEPT

HAUL AND RETURN OF WASTE
TRAVIS COUNTY EXISTENCE
COMMITTEE: MISCELLANEOUS SERVICES
SUBCOMMITTEE: HAULING DEPT

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	AMOUNT
1	501111036002	OTHER PURCHASED SERVICES	100.00
		ESSENTIAL SERVICES	100.00
			100.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

PURCHASE REQUISITION NUMBER: 0070000000
 STATUS: DELETED APPROVAL
 REASON: ROUTINE
 DELETED ON: 08/28/2008
 DATE: 1/11/09

REQUISITION BY: GAILLE DAVIS FOR 0002
 OFFICE LOCATION: EXP. DEPT. 0000
 WASH. STATE WATER MANAGEMENT
 DATE: 01/11/09

LINE: 0000000000
 QUANTITY: 0000
 UNIT: UNIT
 PRICE: 0000000000
 AMOUNT: 0000000000

HAUL AND RETURN TO EARL COMPANY
 TRAVIS COUNTY EXPO CENTER
 COMMUNITY MISCELLANEOUS SERVICES
 PROGRAMS: HAZARDOUS WASTE SERVICES

LINE #	ACCOUNT	PROJECT	AMOUNT
1	50114126250014	OTHER PURCHASED SERVICES TRANSIENT SERVICES	1000.00
			1000.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

THE STATE OF CALIFORNIA

REQUISITION FOR PURCHASE OF SUPPLIES AND SERVICES

DATE: 1/23/09

1 QUANTITY OF 20 YDS 24X24 M F 24X24 M F
 COMMODITY: MISCELLANEOUS SERVICES
 SUPPLY: HAULING SERVICES
 INVENTORY BUILDING: 24 X 24 X 24
 2 QUANTITY OF 20 YDS 24X24 M F 24X24 M F
 COMMODITY: MISCELLANEOUS SERVICES
 SUBCOMMOD: HAULING SERVICES
 INVENTORY BUILDING: 24 X 24 X 24

REQUISITION TOTAL: 11351.44

AGENCY: 00145135936014

LINE #	ACCOUNT	DESCRIPTION	AMOUNT
1	00145135936014	OTHER PURCHASED SERVICES	100.00
2	00145135936014	TRANSPORT SERVICES	100.00
		OTHER PURCHASED SERVICES	384.00
		TRANSPORT SERVICES	11351.44

REQUISITION IS IN THE CURRENT FISCAL YEAR.

LINE	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT	TAX	TOTAL
1	TRAINING SERVICES M&F, ACCT#141 1460726	MO	1	1829.52	1829.52		1829.52
2	BLDG 3/COLAUNDRY, 10 CU YDS 1X10X2 M&F	MO	228.6900	1829.52	1829.52		1829.52
3	BLDG 160, ACCT#141 1460726	MO	228.6900	1829.52	1829.52		1829.52
4	BLDG 160, ACCT#141 1460726	MO	228.6900	1829.52	1829.52		1829.52
5	HONORS, 10 CU YDS (M-W-F)	MO	342.4300	2739.44	2739.44		2739.44
6	ISD/FISCAL, 10 CU YDS	MO	228.6900	1829.52	1829.52		1829.52
7	BARRACKS, 10 CU YDS, M&F	MO	228.6900	1829.52	1829.52		1829.52
8	PROPERTY/SUPPLY, 10 CU YDS, M & F	MO	228.6900	1829.52	1829.52		1829.52
9	MAINTENANCE 6 CU YD,	MO	136.7300	1093.84	1093.84		1093.84
10	TOT KITCHEN, 10 CU YDS (MON SAT)	MO	1370.9300	10967.44	10967.44		10967.44
11	MAIN KITCHEN, 10 CU YDS (M-W-F)	MO	684.8600	5478.88	5478.88		5478.88
12	HEALTH SERVICE BLDG M & F, 10 CU YDS	MO	228.6900	1829.52	1829.52		1829.52

LINE #	DESCRIPTION	ACCOUNT	AMOUNT	REMARKS
1	DATA COMPUTER FEE FUND	00137355836014	100.00	OTHER PURCHASED SERVICES
2	COMMUNITY MISCELLANEOUS SERVICES	00137355836014	735.68	OTHER PURCHASED SERVICES
3	PROPERTY MAINTENANCE SERVICES	00137355836014	1829.52	OTHER PURCHASED SERVICES
4	PROPERTY MAINTENANCE SERVICES	00137355836014	1093.84	OTHER PURCHASED SERVICES
5	PROPERTY MAINTENANCE SERVICES	00137355836014	2739.44	OTHER PURCHASED SERVICES
6	PROPERTY MAINTENANCE SERVICES	00137355836014	1829.52	OTHER PURCHASED SERVICES
7	PROPERTY MAINTENANCE SERVICES	00137355836014	1829.52	OTHER PURCHASED SERVICES
8	PROPERTY MAINTENANCE SERVICES	00137355836014	1829.52	OTHER PURCHASED SERVICES
9	PROPERTY MAINTENANCE SERVICES	00137355836014	1093.84	OTHER PURCHASED SERVICES
10	PROPERTY MAINTENANCE SERVICES	00137355836014	10967.44	OTHER PURCHASED SERVICES
11	PROPERTY MAINTENANCE SERVICES	00137355836014	5478.88	OTHER PURCHASED SERVICES
12	PROPERTY MAINTENANCE SERVICES	00137355836014	1829.52	OTHER PURCHASED SERVICES
13	PROPERTY MAINTENANCE SERVICES	00137355836014	256.00	OTHER PURCHASED SERVICES
14	PROPERTY MAINTENANCE SERVICES	00137355836014	1829.52	OTHER PURCHASED SERVICES
			36081.68	

ACQUISITION IS IN THE CURRENT FISCAL YEAR.

REPORTING DATE: 10/01/08

ACQUISITION DATE: 10/01/08

MODIFICATION OF CONTRACT NUMBER: 07T00004OJ-Refuse Collection PAGE 1 OF 9 PAGES

ISSUED BY PURCHASING OFFICE 314 W. 11TH ST. RM 400 SAN ANTONIO, TX 78204	PURCHASING AGENT ASST: Oralia Jones TEL. NO. (512) 854-9700 FAX NO. (512) 854-9185	DATE PREPARED January 15, 2009
ISSUED TO Waste Management, Inc. Attn: Ms. Lisa McRae 4730 SE Loop 410 San Antonio, Texas 78222	MODIFICATION NO.: 10	EXECUTED DATE OF ORIGINAL CONTRACT: February 1, 2007
ORIGINAL CONTRACT TERM DATES <u>February 1, 2007 through January 31, 2008</u>	CURRENT CONTRACT TERM DATES <u>February 1, 2009 through January 31, 2010</u>	

FOR TRAVIS COUNTY INTERNAL USE ONLY:
Original Contract Amount \$ 182,892.00 (Estimated) Current Modified Amount \$ 204,288.37 (Estimated)

DESCRIPTION OF CHANGES: Except as provided herein, all terms, conditions, and provisions of the document referenced above as heretofore modified, remain unchanged and in full force and effect. The purpose of this modification is to incorporate changes as shown below, and to exercise the second option to extend the contract term for an additional twelve (12) month period in accordance with Part V – Special Provisions, Paragraph 2.0, of the contract, entitled, "Options to Extend".

- The contract period is changed from: February 1, 2007 through January 31, 2008, to: February 1, 2007 through January 31, 2010.
 - Effective February 1, 2009, add the following location under Group A – Facilities Management as shown below:
- | ITEM NO. | LOCATION | QTY UNIT | SIZE OF CONTAINER | PICK-UP SERVICES | MONTHLY AMOUNT | ANNUAL AMOUNT |
|----------------|-------------------------|----------|-------------------|------------------|-----------------|--------------------|
| B070004OJ-2-33 | Rusk Bldg
910 Lavaca | 12/MO | 4cu-yds | 1 x 4 x 2 | \$ <u>91.96</u> | \$ <u>1,103.52</u> |
- The attached revised Bid Item Schedule showing new increased prices will be effective February 1, 2009 through January 31, 2010.
 - The contract amount is changed from: \$182,892.00 (Estimated) (as shown in Mod 3), to: \$204,288.37 (Estimated), an increase of \$21,396.37.
 - NOTE: A vertical black line located at the right end of a location on the attached list denotes changed or added container sizes and/or services.

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

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

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

PART III- SCHEDULE OF ITEMS

Bidder agrees to perform the required Refuse Collection Services at the locations listed in accordance with the specifications, terms and conditions of this Invitation for Bid at the below prices. Firm Fixed Prices are to be offered. Bidder must bid on all locations in order to be considered responsive to this solicitation.

ITEM NO.	LOCATION	QTY. UNIT	SIZE OF CONTAINER	*PICK-UP SERVICES	MONTHLY AMOUNT	ANNUAL AMOUNT
<u>GROUP - A - FACILITIES MANAGEMENT</u>						
1.	Travis County Courthouse 1000 Guadalupe	12/MO	6 cu-yds – VIP	1 x 6 x 3	\$ 617.10	\$ 7,405.20
2.	Criminal Justice Center 500 West 10th Street	12/MO	4 cu-yds	2 x 4 x 6	\$ 548.13	\$ 6,577.56
3.	Travis County Administration 314 West 11th Street	12/MO	6 cu-yds	1 x 6 x 3	\$ 205.70	\$ 2,468.40
4.	U.S.B./Holt 1010 Lavaca	12/MO	4 cu-yds	2 x 4 x 2	\$ 182.71	\$ 2,192.52
5.	Executive Office Building 411 West 13th Street	12/MO	4 cu-yds	1 x 4 x 2	\$ 91.96	\$ 1,103.52
6.	Medical Examiner 1213 Sabine Street	12/MO	3 cu-yds	1 x 3 x 2	\$ 68.97	\$ 827.64
7.	Palm Square Building 100 IH-35 North	12/MO	3 cu-yds	1 x 3 x 2	\$ 68.97	\$ 827.64
8.	Post Road Building 2201 Post Road	12/MO	6 cu-yds	1 x 6 x 2	\$ 136.73	\$ 1,640.76
9.	Housing Services 5021 East Cesar Chavez	12/MO	8 cu-yds	1 x 8 x 2	\$ 182.71	\$ 2,192.52
10.	Smith Road Building 1600 Smith Road	12/MO	6 cu-yds	1 x 6 x 1	\$ 136.73	\$ 1,640.76
11.	Precinct # 1 1811 Springdale Road	12/MO	3 cu-yds	1 x 3 x 1	\$ 33.88	\$ 406.56
12.	Precinct # 2 10409 Burnet Road	12/MO	4 cu-yds	1 x 4 x 1	\$ 45.98	\$ 551.76
13.	TNR Satellite # 1 9301 Johnny Morris Road	12/MO	4 cu-yds	1 x 4 x 2	\$ 91.96	\$ 1,103.52
14.	TNR Satellite # 2 4501 FM 620 North	12/MO	4 cu-yds	1 x 4 x 2	\$ 91.96	\$ 1,103.52

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

COPY

PART III - SCHEDULE OF ITEMS cont.

ITEM NO.	LOCATION	QTY. UNIT	SIZE OF CONTAINER	*PICK-UP SERVICES	MONTHLY AMOUNT	ANNUAL AMOUNT
<u>GROUP - A - FACILITIES MANAGEMENT, cont.</u>						
15.	TNR Satellite # 3 14624 Hamilton Pool Road	12/MO	8 cu-yds	1 x 8 x 1	\$ 91.96	\$ 1,103.52
16.	TNR Satellite # 4 5412 Lockhart Hwy.	12/MO	4 cu-yds	1 x 4 x 2	\$ 91.96	\$ 1,103.52
17.	East Rural Community Center 600 Carrie Manor Road	12/MO	6 cu-yds	2 x 6 x 1	\$ 136.73	\$ 1,640.76
18.	South Rural Community Center 3518 FM 973, Del Valle, Texas	12/MO	3 cu-yds	1 x 3 x 1	\$ 33.88	\$ 406.56
19.	Star Flight 7800 Old Manor Road	12/MO	3 cu-yds	1 x 3 x 1	\$ 33.88	\$ 406.56
20.	Collier Law Enforcement Center 7811 Burleson - Manor Road	12/MO	40 cu-yds Compactor Box	Monthly Rental Per Call Basis	\$ 181.50 \$ 453.75	\$ 2,178.00 * N/A
21.	West Command Center 3800 Hudson Bend	12/MO	4 cu-yds	1 x 4 x 2 Mon & Thurs	\$ 91.96	\$ 1,103.52
22.	Airport Blvd. 5501 Airport Blvd.	12/MO	6 cu-yds	1 x 6 x 5	\$ 342.43	\$ 4,109.16
23.	Precinct 4 Office Bldg 4011 McKinney Falls	12/MO	6 cu-yds	1 x 6 x 2	\$ 136.73	\$ 1,640.76
24.	NRCC-Cline Tax Office 15822 Football Farms Lp Pflugerville	12/MO	6 cu-yds	1 x 6 x 2 Tues & Thurs	\$ 136.73	\$ 1,640.76
25.	Precinct 3 Office Complex 8656-B Hwy 71 West	12/MO	6 cu-yds	1 x 6 x 2 Tues & Thurs	\$ 136.73	\$ 1,640.76
26.	South Congress Bldg 2501 South Congress	12/MO	6 cu-yds	1 x 6 x 2	\$ 136.73	\$ 1,640.76
27.	Exposition Center 7311 Decker Lane	12/MO	40 cu-yds Roll-Off	Per Call Basis	\$ 453.75	*N/A
28.	City of Austin Dumpster Fee Per Container per Month	12/MO			\$ 4.00	Based on No. of Containers
29.	Compactor, self-contained (County owned)	12/MO		Per Call Basis	\$ 453.75	* N/A Per Pull
30.	Excess tonage rate over 10 tons, as needed			Per Ton	\$ 24.20	* N/A
31.	Keith Ruiz Bldg. 5555 Airport Blvd.	12/MO	6 cu-yds	1 x 6 x 2	\$ 136.73	\$ 1,640.76

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

COPY

PART III - SCHEDULE OF ITEMS cont.

ITEM NO.	LOCATION	QTY. UNIT	SIZE OF CONTAINER	*PICK-UP SERVICES	MONTHLY AMOUNT	ANNUAL AMOUNT
32.	Rusk Bldg. 910 Lavaca	12/MO	4 cu-yds	1 x 4 x 2	\$ 91.96	\$ 1,103.52
TOTAL AMOUNT GROUP – A – FACILITIES MANAGEMENT						
ITEM 1 THROUGH 32						\$51,400.80

* N/I – Not included in total amount.

NOTE: The VIP containers are Compactors – 6 cubic yard front – end Loading Marathon Vari – Pack at 1000 Guadalupe.
The 40 Cubic Yard Compactor is a roll off receiving box at 7811 Burleson-Manor Road, with an estimated six (6) pick-ups January through December.

COPY

PART III - SCHEDULE OF ITEMS cont.

ITEM NO.	LOCATION	QTY. UNIT	SIZE OF CONTAINER	*PICK-UP SERVICES	MONTHLY AMOUNT	ANNUAL AMOUNT
<u>GROUP – B – TRANSPORTATION & NATURAL RESOURCES PARKS DEPARTMENT (TNR)</u>						
1.	Pace Bend Park	12/MO	8 cu-yds	5 x 8 x 1	\$ 457.38	\$ 5,488.56
2.	Pace Bend Park	12/MO	4 cu-yds	11 x 4 x 1	\$ 502.15	\$ 6,025.80
3.	Pace Bend Park During peak season March 1 through September 30	7/MO	4 cu-yds	24 x 4 x 1	\$ 1,096.15	\$ 7,673.05
4.	Bob Wentz Park	12/MO	4 cu-yds	4 x 4 x 1	\$ 182.71	\$ 2,192.52
5.	Bob Wentz Park During peak season March 1 Through September 30	12/MO 7/MO	8 cu-yds 4 cu-yds	2 x 8 x 1 3 x 4 x 1	\$ 182.71 \$ 136.73	\$ 2,192.52 \$ 957.11
6.	Cypress Park	12/MO	4 cu-yds	3 x 4 x 1	\$ 136.73	\$ 1,640.76
7.	Cypress Park	12/MO	8 cu-yds	1 x 8 x 1	\$ 91.96	\$ 1,103.52
8.	Hippie Hollow Park	12/MO	8 cu-yds	2 x 8 x 1	\$ 182.71	\$ 2,192.52
9.	Mansfield Dam Park	12/MO	4 cu-yds	4 x 4 x 1	\$ 182.71	\$ 2,192.52
10.	Mansfield Dam Park	12/MO	8 cu-yds	1 x 8 x 1	\$ 91.96	\$ 1,103.52
11.	Mansfield Dam Park During peak season March 1 Through September 30	7/MO	4 cu-yds	5 x 4 x 1	\$ 228.69	\$ 1,600.83
12.	Arkansas Bend Park (2 size containers)	12/MO 12/MO	4 cu-yds 8 cu-yds	2 x 4 x 1 1 x 8 x 1	\$ 91.96 \$ 91.96	\$ 1,103.52 \$ 1,103.52
13.	Moya Park	6/MO	8 cu-yds	5 x 8 x 1	\$ 457.38	\$ 2,744.28
14.	Webberville Park During peak season March 1 Through October 31	8/MO	8 cu-yds	5 x 8 x 1	\$ 457.38	\$ 3,659.04
15.	Webberville Park During non-peak season November 1 through February 28	4/MO	8 cu-yds	3 x 8 x 1	\$ 274.67	\$ 1,098.68
16.	Loop 360 Boat Ramp May through September	5/MO	8 cu-yds	2 x 8 x 2	\$ 365.42	\$ 1,827.10
17.	Loop 360 Boat Ramp October through April	7/MO	8 cu-yds	2 x 8 x 1	\$ 182.71	\$ 1,278.97
18.	Southeast Metro Park	12/MO	8 cu-yds	3 x 8 x 1	\$ 274.67	\$ 3,296.04
19.	Northeast Metro Park	12/MO	8 cu-yds	7 x 8 x 1	\$ 640.09	\$ 7,681.08

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

COPY

PART III - SCHEDULE OF ITEMS cont.

ITEM NO.	LOCATION	QTY. UNIT	SIZE OF CONTAINER	*PICK-UP SERVICES	MONTHLY AMOUNT	ANNUAL AMOUNT
<u>GROUP – B – TRANSPORTATION & NATURAL RESOURCES PARKS DEPARTMENT (TNR), cont.</u>						
20.	Sandy Creek Park 9500 Lime Creek Rd, Leander, Tx	12/MO	4 cu-yds	4 x 4 x 1	\$ 319.44	\$ 3,833.28
21.	Milton Reimer Ranch Park 23610 Hamilton Pool Road Dripping Springs, Tx 78620	12/MO	4 cu-yds	3 x 4 x 1	\$ 136.73	\$ 1,640.76
22.	Dink Pearson Park 301 Lohmans Ford Lago Vista	12/MO	4 cu-yds	1 x 4 x 1	\$ 45.98	\$ 551.76
23.	Mary Quinlan Park May through September	5/MO	8 cu-yds	1 x 8 x 2	\$ 182.71	\$ 913.55
24.	Mary Quinlan Park October through April	7/MO	8 cu-yds	1 x 8 x 1	\$ 91.96	\$ 643.72
25.	Solid Waste Transfer Station FM 1431, 1.5 miles West of 183	12/MO	*40 cu-yds	1 x 40 x 1 (Tues.)	\$ 453.75	\$ 5,445.00
26.	Del Valle Softball Complex 3614 FM 973	12/MO	8 cu-yds	1 x 8 x 1	\$ 91.96	\$ 1,103.52
27.	East Metro Park 18701 Blake Manor Road Manor, TX 78635	12/MO	8 cu-yds	5 x 8 x 1	\$ 453.75	\$ 5,445.00
28.	City of Austin Dumpster Fee per Container	12/MO			\$ 4.00	Based on the No. of Containers *N/I
29.	Moya Park	6/MO	8 cu-yds	4 x 8 x 1	\$ 367.84	\$ 2,207.04
TOTAL AMOUNT GROUP- B – TNR PARKS ITEM 1 THROUGH 29					\$ 79,939.09	

*N/I – Not included in total amount.

NOTE: In observance of holidays during peak season at TNR Parks, the weekly pick-up of container's should be made on the Monday of or after the holiday:

- a. Easter pick-up on Monday
- b. Memorial Day pick-up on Sunday
- c. July 4th pick-up on Monday
- d. Labor Day pick-up on Monday

* NOTE: This is an enclosed 40 yard container to be connected to Travis County's compactor.

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

COPY

PART III - SCHEDULE OF ITEMS cont.

ITEM NO.	LOCATION	QTY. UNIT	SIZE OF CONTAINER	*PICK-UP SERVICES	MONTHLY AMOUNT	ANNUAL AMOUNT
GROUP - C - CORRECTIONAL COMPLEX						
3614 BILL PRICE ROAD - FM 973						
DEL VALLE, TEXAS						
1.	Building # 1	12/MO	10 cu - yds	1 x 10 x 3 (M - W - F)	\$ 342.43	\$ 4,109.16
2.	Building # 2	12/MO	10 cu - yds	1 x 10 x 2 (Mon & Fri)	\$ 228.69	\$ 2,744.28
3.	Building # 3	12/MO	10 cu - yds	1 x 10 x 2 (M - W - F)	\$ 228.69	\$ 2,744.28
4.	Building # 4	12/MO	6 cu - yds	1 x 6 x 2 (Mon & Fri)	\$ 136.73	\$ 1,640.76
5.	Honors Building	12/MO	10 cu - yds	1 x 10 x 3 (M - W - F)	\$ 342.43	\$ 4,109.16
6.	Activities Building	12/MO	10 cu - yds	1 x 10 x 2 (M - W - F)	\$ 228.69	\$ 2,744.28
7.	Barracks Building	12/MO	10 cu - yds	1 x 10 x 2 (Mon & Fri)	\$ 228.69	\$ 2,744.28
8.	Property/Supply Building	12/MO	4 cu - yds	1 x 4 x 2 (Mon & Fri)	\$ 91.96	\$ 1,103.52
9.	Chapel	12/MO	4 cu - yds	1 x 4 x 2 (Mon & Fri)	\$ 91.96	\$ 1,103.52
10.	TCJ Kitchen	12/MO	10 cu - yds	2 x 10 x 6 (Mon - Sat)	\$ 1,370.93	\$16,451.16
11.	Evidence Warehouse Collier Bldg. 7811 Burleson Manor Rd.	12/MO	4 cu - yds	1 x 4 x 1 (Friday)	\$ 45.98	\$ 551.76
12.	Main Kitchen	12/MO	10 cu - yds	2 x 10 x 3 (M - W - F)	\$ 684.86	\$ 8,218.32
13.	Health Services Building	12/MO	10 cu - yds	1 x 10 x 2 (Mon & Fri)	\$ 228.69	\$ 2,744.28

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

COPY

PART III - SCHEDULE OF ITEMS cont.

ITEM NO.	LOCATION	QTY. UNIT	SIZE OF CONTAINER	*PICK-UP SERVICES	MONTHLY AMOUNT	ANNUAL AMOUNT
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GROUP – C – CORRECTIONAL COMPLEX, cont.

14.	City of Austin Dumpster Fee Per Container per month	12/MO			\$ 4.00	Based on the No. Of Containers * N/I
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**TOTAL AMOUNT GROUP- C – CORRECTIONAL COMPLEX
ITEM 1 THROUGH 14 \$ 51,008.76**

*N/I – Not included in total amount.

NOTE: Pick-up for item's 1, 3, 5, 6 are on Monday, Wednesday and Friday
 Pick-up for item's 2, 4, 7, 8, 9, are on Monday and Friday
 Pick-up for item 10 is Monday through Saturday
 Pick-up for item 11 is Friday only

GROUP – D – GARDNER BETTS JUVENILE JUSTICE COMPLEX

1.	Juvenile Court 2515 S. Congress	12/MO	8 cu – yds	3 x 8 x 5 (Mon. thru Fri.)	\$ 1,370.93	\$ 16,451.16
2.	City of Austin Dumpster Fee Per Container per month	12/MO			\$ 4.00 Per Container	Based on the No. Of Containers *N/I

**TOTAL AMOUNT GROUP- D – JUVENILE COURT
ITEM 1 THROUGH 2 \$ 16,451.16**

*N/I – Not included in total amount.

NOTE: * Pick-up services column means: Number of Containers at the location X Container size X Number of pick-ups per week.

GROUP – E SMART FACILITY

1.	Smart Facility FM 973, Del Valle, Tx 78617	12/MO	8 cu-yds	1x 8 x 5	\$ 457.38	\$ 5,488.56
2.	City of Austin Dumpster Fee (County owned)	12/MO			\$ 4.00 Per Container	Based on the No. Of Containers * N/I

**TOTAL AMOUNT GROUP- E – SMART FACILITY
ITEM 1 THROUGH 2 \$ 5,488.56**

*N/I – Not included in total amount.

PART III - SCHEDULE OF ITEMS cont.

ITEM NO.	SIZE CONTAINER	ADDITIONAL PICK-UPS PER UNIT
---------------------	-----------------------	---

GROUP - F - UNIT PRICE FOR ADDITIONAL PICK - UPS:

1.	3 Cubic Yards	\$ 55.00
2.	4 Cubic Yards	\$ 66.00
3.	6 Cubic Yards	\$ 88.00
4.	6 Cubic Yards VIP	\$ 110.00
5.	8 Cubic Yards	\$ 88.00
6.	10 Cubic Yards	\$ 110.00
7.	20 Cubic Yards Roll Off	\$ 363.00
8.	30 Cubic Yards Roll Off	\$ 417.45
9.	40 Cubic Yards Roll Off	\$ 453.75
10.	40 Cubic Yards Roll Off Receiver Box	\$ 453.75
11.	Excess tonnage rate over 10 tons, as needed	\$ 24.20

NOTE: Group F will be used for Bid Evaluation purposes. Groups A – E will be included in the Grand Total amount.

NOTE: The VIP containers are Compactors – 6 cubic yard front – end Loading Marathon Vari – Pack.
The 40 Cubic Yard Compactor is a roll off receiving box.

Each additional pick-up will require a purchase order from the using department, issued by the Purchasing Office.

TRAVIS COUNTY RESERVES THE RIGHT TO AWARD ON AN “ALL OR NONE” BASIS

COPY



TRAVIS COUNTY PURCHASING OFFICE

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

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

13

Approved by: _____

M. Guil 1.21.09

Voting Session: Tuesday, January 27, 2009

REQUESTED ACTION: APPROVE MODIFICATION NO. 6 TO CONTRACT NO. PS070232DG, MWM DESIGN GROUP, FOR ADDITIONAL PROFESSIONAL SURVEYING SERVICES AT DEL VALLEY WELLNESS CLINIC (FM)

Points of Contact:

Purchasing: Diana Gonzalez

Department: Facilities Management, Roger A. El Khoury, M.S., P.E., Director; John F. Carr, Administrative Director

County Attorney (when applicable): Tenley Aldredge

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro and Jose Palacios

Other: Alicia Perez, Executive Manager, Administrative Operations

09 JAN 21 PM 2:24
COUNTY RECEIVED

➤ **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.

RFQ No. Q060229-DG, for the establishment of a pre-qualified list of Surveyors, was issued on June 13, 2006. On Aug 22, 2006, the court approved the establishment of a pre-qualified list of thirteen (13) Surveying firms. Individual Professional Service Agreements (PSA) are negotiated on an "as needed" basis from this pre-qualified list, based on a firm's qualifications which best match a particular project. Each additional project will be issued as a modification to the original PSA.

The proposed Modification No. 6 requires the Consultant to perform Professional Boundary Surveying Services at Del Valle Wellness Clinic. The proposed modification will increase the contract by \$9,980.00, from \$58,588.00 to \$68,568.00.

Modification No. 5 required the Consultant to perform Professional Boundary Surveying Services for the new Precinct One Building (phase two) in the amount of \$9,445.00.

Modification No. 4 required the Consultant to perform Professional Topographic Survey Services for the new Precinct One Building (phase one) needed for the building design in the amount of \$6,810.00.

Modification No. 3 required the Consultant to perform Professional Surveying Services for 140 acres at FM 969 in the amount of \$27,270.00.

Mod No. 2 extended the contract term for one additional year from April 3, 2008 through April 2, 2009.

Mod No. 1 required the Consultant to perform Professional Surveying Services at 2201 Post Road Building in the amount of \$5,200.00.

The original Professional Services Agreement (PSA) No. PS070232DG, with MWM Design Group, in the amount of \$9,863.00, was approved by the Purchasing Agent on April 3, 2007, for a term of (1) year and three (3) optional renewal years.

➤ **Contract Expenditures:**

Within the last 12 months \$34,080.50 has been spent against this contract.

Not applicable

➤ **Contract-Related Information:**

Award Amount: \$9,863.00 (Not-to-Exceed)

Contract Type: Professional Services Agreement

Contract Period: 30 Calendar Days

➤ **Contract Modification Information:**

Modification Amount: \$9,980.00 (Firm Amount)

Modification Type: Professional Services

➤ **Solicitation-Related Information:**

Solicitations Sent: N/A

Responses Received: N/A

HUB Information: N/A

% HUB Subcontractor: N/A

➤ **Special Contract Considerations:**

Award has been protested; interested parties have been notified.

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

Comments:

➤ **Funding Information:**

Purchase Requisition in H.T.E.: 460222

Funding Account(s): 526-1405-525-8105

➤ **Statutory Verification of Funding:**

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

Diana
1-15-09
YLB



FACILITIES MANAGEMENT DEPARTMENT

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

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

MEMORANDUM

FMD Project: SRCC-02-08X-4N
FILE: 601

TO: Cyd V. Grimes, CPM, Purchasing Agent

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

FROM: Gabe Stock, Senior Architectural Associate

DATE: January 14, 2009

SUBJECT: New Del Valle Wellness Clinic
Surveying Services

Roger El Khoury

PURCHASING
OFFICE

2009 JAN 15 AM 9:57

RECEIVED
TRAVIS COUNTY

Facilities Management recommends MWM Design Group to provide the surveying services needed for the New Del Valle Wellness Clinic as described in the attached scope of work.

MWM has performed similar services on adjacent properties for Travis County and the Facilities Management Department would like to use them for the continuation of their survey work for this project.

Funds for this Professional Service Contract are in account 526-1405-525-8105 and are encumbered under the requisition number 460222.

We understand that MWM is currently under contract with Travis County but this item will need to go to Commissioners Court. Your assistance in posting this item for Commissioner Court approval on the January, 27 Voting Session agenda is greatly appreciated so that this project can move forward without any delays. If you have any questions or need additional information, please call Gabe Stock at extension 45240.

ATTACHMENTS:

1. Supporting documents

COPY TO:

Amy Draper, CPA, Financial Manager, FMD
 Marvin Brice, Assistant Purchasing Agent
 Diana Gonzalez, Purchasing Agent Asst. IV

TRAVIS COUNTY
Account Balance Inquiry

Fiscal Year :	2009
Account number :	526-1405-525.81-05
Fund :	526 EMPLOYEE HEALTH BENEFIT
Department :	14 FACILITIES MANAGEMENT
Division :	05 PROJECT MANAGEMENT SVCS
Basic activity :	52 GENERAL GOVERNMENT
Sub activity :	5 FACILITIES
Element :	81 CAPITAL OUTLAY
Object :	05 BUILDINGS
Budget :	369,500
Encumbered amount :	3,975.00
Pre-encumbered amount :	9,980.00
Expenditures :	.00
Total expenditures :	13,955.00
Balance :	355,545.00

Press Enter to continue.

F3=Exit F12=Cancel

PURCHASE REQUISITION NBR: 0000160233

REQUISITION BY: AMY TRAPER 854-9010 STATUS: READY FOR BUYER PROCESS DATE: 1 05 09

SHIP TO LOCATION: FACILITIES MANAGEMENT REASON: NEW EQ - SURVEY FOR DEL VALLE CLINIC DELIVER BY DATE: 1 31 09

SUGGESTED VENDOR: 37616 MWM DESIGN GROUP

1 TOPOGRAPHIC SURVEY FOR DEL VALLE WELLNESS CLINIC 9980.00 DOL 1.00000 9980.00
PER PROPOSAL DATED 9/24/08; CONFIRMED 12/31/08
PO#: GABRIEL STOCK 854 5010
COMMODITY: PUBLIC WORKS CONSTRUCTION
SUBCOMMOD: NEW BUILDINGS SURVEYING

REQUISITION TOTAL: 9980.00

LINE #	ACCOUNT	PROJECT	AMOUNT
1	506143552610	DEL VALLE CLINIC	9980.00
		CAPITAL OUTLAY	
		BUILDINGS	

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

MWM DESIGN CONTACT: EDUARDO MENDEZ PH: 453-0767
FAX: 453-1734

MODIFICATION OF CONTRACT NUMBER: PS070232DG, PROFESSIONAL SURVEYING SERVICES

DRAFT
PAGE 1 OF 6

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: Diana Gonzalez TEL. NO: (512) 854-5860 FAX NO: (512) 854-9185	DATE PREPARED: January 13, 2009
---	--	---

ISSUED TO: MWM Design Group Attn: Eduardo O. Mendez, R.P.L.S. 305 East Huntland Dr., Suite 200 Austin, Texas 78752	MODIFICATION NO.: SIX	EXECUTED DATE OF ORIGINAL CONTRACT: April 3, 2007
--	-------------------------------------	---

ORIGINAL CONTRACT TERM DATES: April 3, 2007 through April 2, 2008 CURRENT CONTRACT TERM DATES: April 3, 2008 through April 2, 2009

FOR TRAVIS COUNTY INTERNAL USE ONLY:
Original Contract Amount: \$ 9,863.00 Current Modified Amount \$ 68,568.00

DESCRIPTION OF CHANGES: Except as provided herein, all terms, conditions, and provisions of the document referenced above as heretofore modified, remain unchanged and in full force and effect.

A. The total agreement amount is changed from \$58,588.00 to \$68,568.00 an increase of \$9,980.00.

B. This Modification No. SIX is issued in the amount of \$9,980.00, and requires the Consultant to perform Surveying Services at Del Valle Wellness Clinic, per the attached Scope (MWM Design Group letter dated September 24, 2008), and priced as per the attached Exhibit 1-E, both of which are made part hereof.

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

LEGAL BUSINESS NAME: <u>MWM Design Group</u>	<input type="checkbox"/> DBA
BY: <u>Eduardo O. Mendez</u> SIGNATURE	<input checked="" type="checkbox"/> CORPORATION
BY: <u>Eduardo O. Mendez</u> PRINT NAME	<input type="checkbox"/> OTHER
TITLE: <u>Vice President</u> ITS DULY AUTHORIZED AGENT	DATE: <u>1/14/09</u>

TRAVIS COUNTY, TEXAS	DATE:
BY: <u>[Signature]</u> CYDIV. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	

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

EXHIBIT 1-E

**INCORPORATED VIA MODIFICATION #6
COMPENSATION FOR PROFESSIONAL SERVICES**

BASIC SERVICES:

The fixed fee for the performance of the Basic Services in accordance with proposal dated September 24, 2008 shall be the sum of \$9,980.00. The CONSULTANT and the COUNTY acknowledge the fact that the fixed fee is the total cost of the Basic Services to be rendered under this Agreement.

Hourly Rates

1.	Senior Project Manager: 7 hours @ \$140.00	\$ 980.00
2.	RPLS: 6 hours @ \$130.00	\$ 780.00
3.	Senior Survey Technician: 44 hours @ \$85.00	\$ 3,740.00
4.	3-Man Field Party 29 hours @ \$145.00	\$ 4,205.00
5.	GPS Unit 4 units @ \$25.00	\$ 100.00
5.	Title Report	\$ 175.00

TOTAL AMOUNT: \$ 9,980.00



Date: September 24, 2008
Project: Topographic Survey
Del Valle Wellness Clinic
Client: Travis County Facilities Management
Contact: Roger A. El-Khoury, PE
Director
Address: 1010 Lavaca, Suite 400
Austin, Texas 78767
Phone: (512) 854-4579 Fax (512) 854-9226
Enclosure: Exhibit "A" and "B"

As requested, MWM DesignGroup is submitting this proposal for providing professional surveying services on the above referenced project. Services will be limited to the area approximately shown on Exhibit "A" and will be provided in accordance with following:

Scope of Services

1. Provide GPS survey to establish horizontal and vertical control based on Texas State Plane, Central Zone NAD 83 (CORS96) and NAVD88.
2. Locate by actual on-the-ground survey visible and accessible on-grade and above-grade features, including but not limited to buildings, pavements, pavement marking, curbs, driveways, sidewalks, fences, walls, signs, utility meters, utility valves, power poles, light poles, manholes, clean-outs, pull boxes, inlets and culverts.
3. Provide contours at one foot interval. Elevations will be taken on an approximate 50'x 50' grid, at abrupt changes in grade and along drainage courses. Elevations of survey points will be on a separate layer, but will not be part of the final plotted drawing.
4. Provide one benchmark near or within survey limits.
5. Perform utility research and show location of existing underground utilities within public right of way from available information obtained from utility companies, City of Austin records, and from surface evidence surveyed on the ground.
6. Provide spot elevations at top of accessible utility manhole covers. Provide invert elevation of manhole, elevation of pipes entering or exiting manhole and direction of flow of accessible sewer and storm drain structures. Provide top elevation of valve nut of accessible valves on main lines.
7. Provide size, location, subspecies and tree tag for trees 6" or greater in diameter within limits of survey.
8. Locate sufficient property pins and show approximate location of ROW line.
9. Perform research of easements and show location within limits of survey.
10. Provide final drawing as one base map on 24" x 36" sheet size at a scale of 1"=20' and as an AutoCad file.

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



Roger A. El-Khoury, PE
September 24, 2008
Page 2

Services can begin as soon as written authorization is received and can be completed in about 3 weeks (predicated upon suitable weather conditions).

Schedule of Compensation

Topographic Survey \$ 9,980.00 Lump Sum

Excluded Services

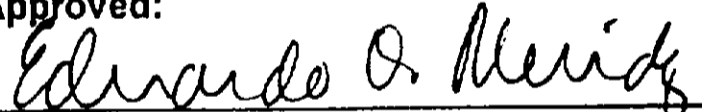
Services that are not provided under this Agreement specifically include, but are not limited to: boundary survey; research and location of underground utilities, except as outlined in item 5 above; construction phase surveying and other services or expenses which may become necessary for the completion of this project but which are not reasonably anticipatable at this time. Such services may be performed as Additional Services to this Agreement, if authorized by Client.

Land Surveying

Complaints on the land surveying services provided by MWM DesignGroup. can be directed to the Texas Board of Professional Land Surveying, 12100 Park 35 Circle, Building A, Suite 156, Austin, Texas 78753, (512) 239-5263.

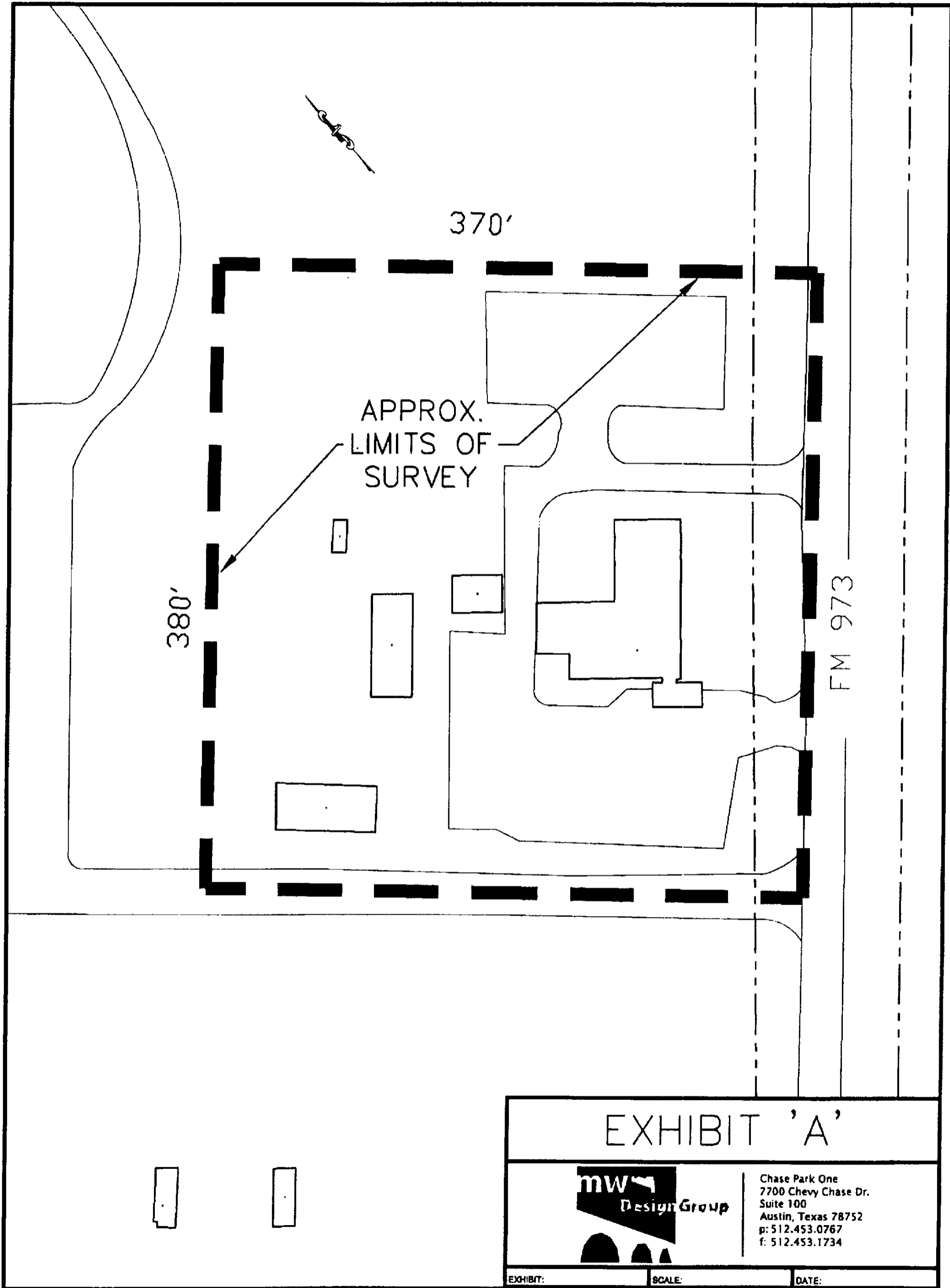
This proposal is valid for a period of 60 days from date of proposal. If you concur, please include this proposal as part of the task order for the above referenced project.

Approved:



Eduardo O. Mendez, R.P.L.S.,
Principal
MWM DesignGroup

9/24/08
Date



MWM DesignGroup
 Travis County Facilities Management Department
 Del Valle Wellness Clinic
 Topographic Survey

Exhibit "B"

TASK AND DESCRIPTION	PROJ. MGR.	RPLS	SR. SURVEY TECHNICIAN	3 PERSON FIELD CREW	GPS 1 UNITS	CLERICAL	TOTAL HOURS	COST
	HOURLY RATE	\$140.00	\$130.00	\$85.00	\$145.00	\$25.00	\$53.00	
Topographic Survey								
1. Horizontal & vertical control	1	4		9	4		18	\$2,065
2. Topographic survey	4	2	32	17			55	\$6,005
3. Utility research/CAD	1		10				11	\$990
4. IP search	1		2	3			6	\$745
SUBTOTALS	7	6	44	29	4	0	90	\$9,805
DIRECT EXPENSE								
Title report								\$175
TOTAL								\$9,980

14

Travis County Commissioners Court Agenda Request

Voting Session 01-27-09
(Date)

Work Session _____
(Date)

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

B. Requested Text:

Consider and take appropriate action on a Final Plat in Precinct 3: Senna Hills Section 9 (22 Lots – 12.023 acres – Heliotrope Dr. at Senna Hills Drive – Wastewater service to be provided by The Senna Hills MUD– City of Austin ETJ)

C. **Subdivision Construction Agreement for the Senna Hills Section 9.**

C. Approved by:

Commissioner Karen Huber, 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:

X Anna Bowlin: 854-7561

Don Perryman: 974-2786

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

___ Additional funding for any department or for any purpose

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

Grant

Human Resources Department (854-9165)

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

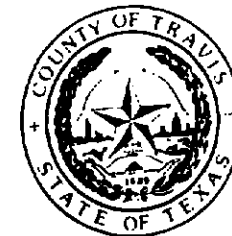
Purchasing Office (854-9700)

___ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

___ Contract, Agreement, Policy & Procedure

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



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

MEMORANDUM

January 15, 2009

TO: Members of the Commissioners Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM: Ana Bowlin, Division Director, Development Services Division

SUBJECT: Senna Hills Section 9 Final Plat

PROPOSED MOTION:

- A. Consider and take appropriate action on a Final Plat in Precinct 3: Senna Hills Section 9 (22 Lots – 12.023 acres – Heliotrope Drive at Senna Hills Drive – Water and wastewater service to be provided by the Senna Hills MUD – City of Austin ETJ).**
- B. Consider and take appropriate action on a Subdivision Construction Plan for Senna Hills Section 9.**

SUMMARY AND STAFF RECOMMENDATION:

This subdivision consists of lots 22 total lots, (21) single-family, (1) greenbelt, and public utility easement and associated right-of-way. There are 619 linear feet of proposed public streets associated with the plat. Parkland dedication has been satisfied in conformance with Title 30 by payment of fees in lieu of land dedication to the City Austin.

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

ISSUES:

None.

BUDGETARY AND FISCAL IMPACT:

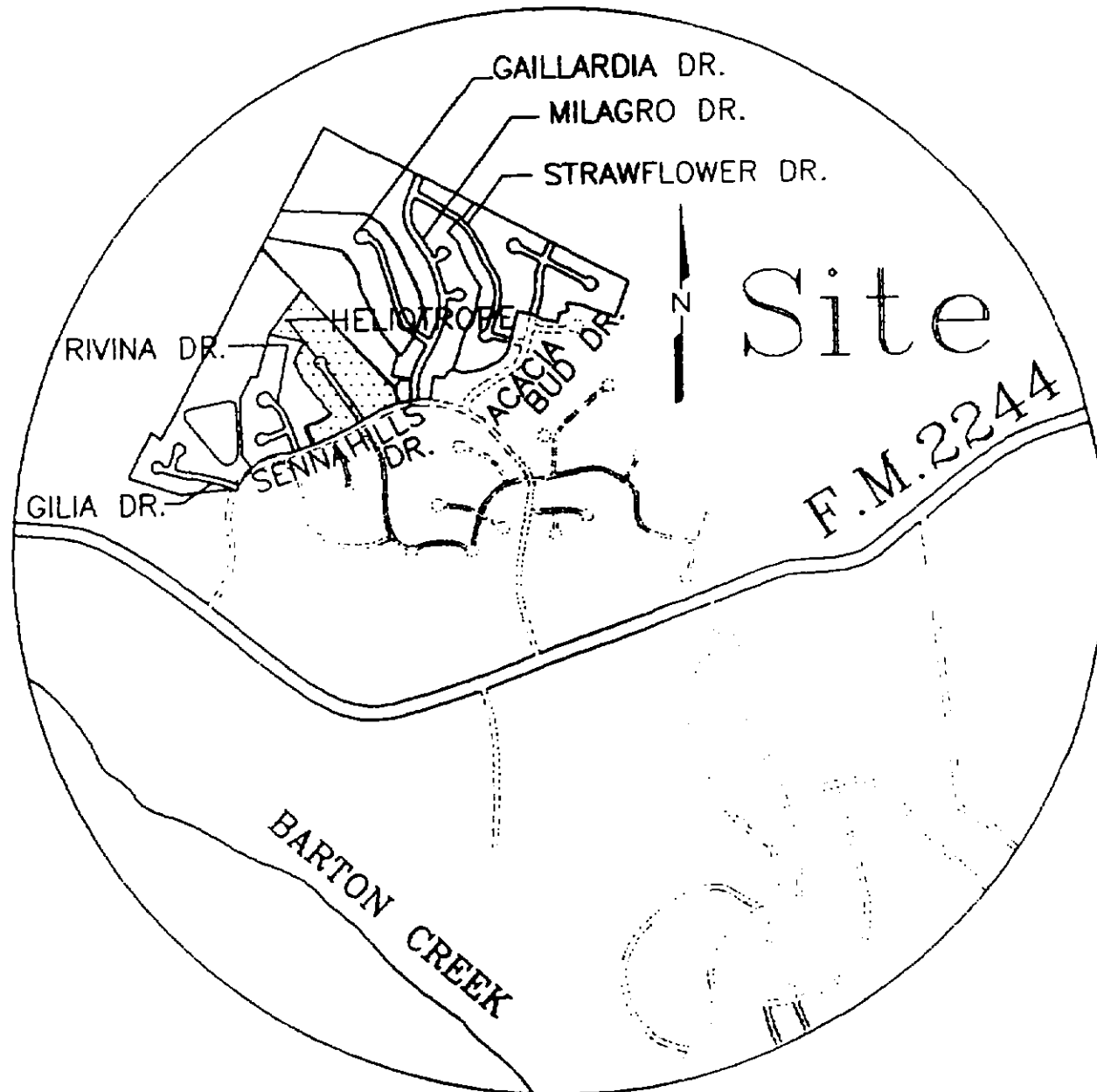
None.

REQUIRED AUTHORIZATIONS:

None.

EXHIBITS:

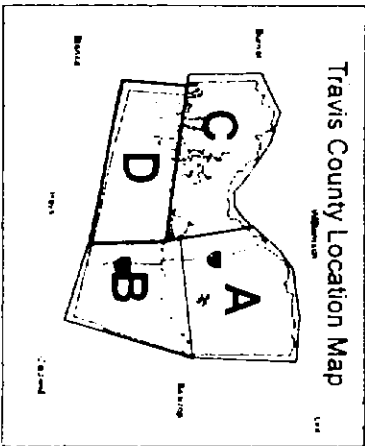
Location map, Proposed plat
AMB: dp
1105



SITE LOCATION MAP SENNA HILLS SECTION NINE

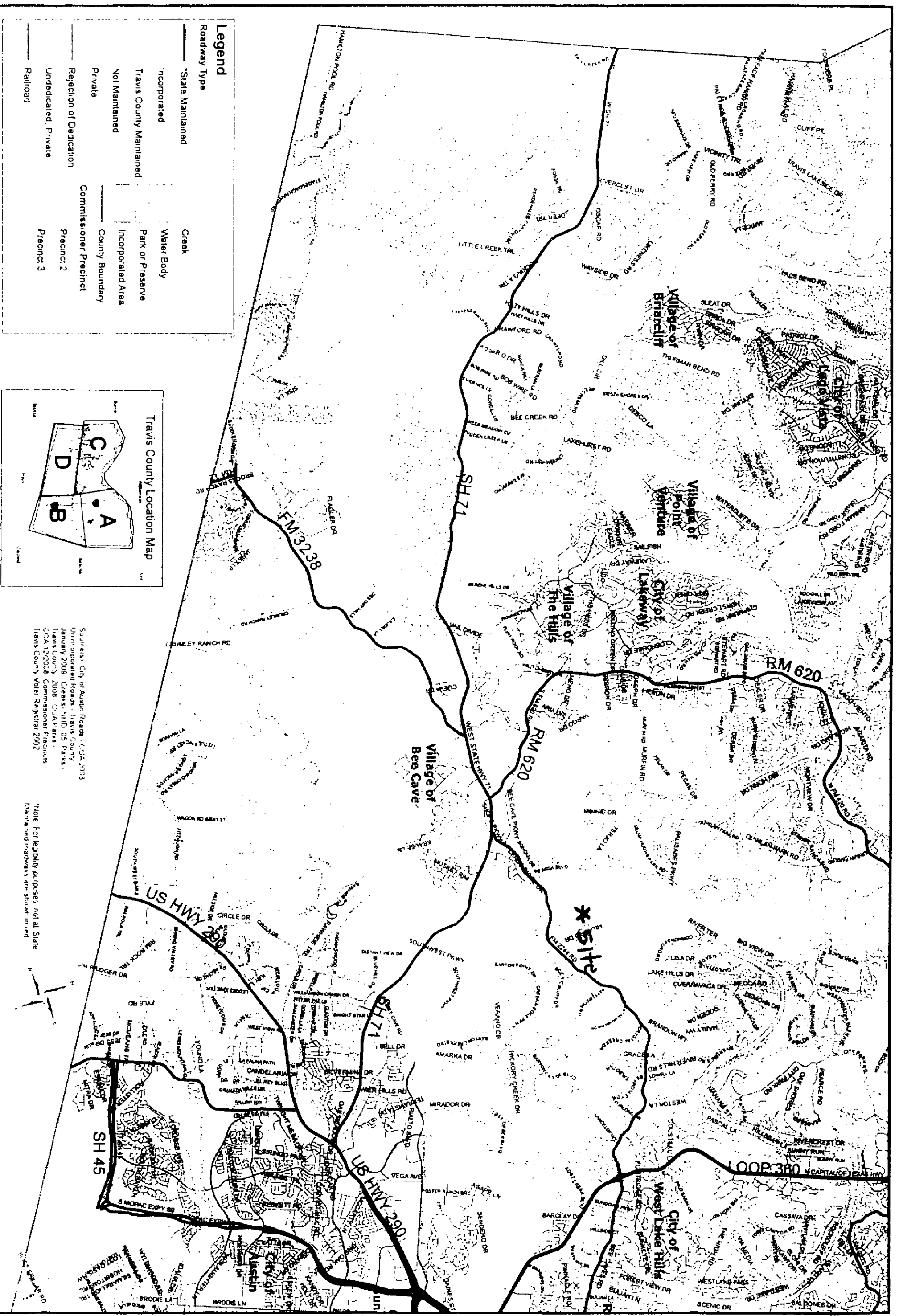
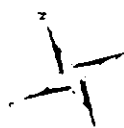
Travis County Roadways, Map D

Legend	
	State Maintained
	Incorporated
	Travis County Maintained
	Not Maintained
	Private
	Rejection of Dedication
	Undedicated, Private
	Railroad
	Creek
	Water Body
	Park or Preserve
	Incorporated Area
	County Boundary
	Commissioner Precinct
	Precinct 2
	Precinct 3



Sources: City of Austin Roads - (2008)
 Incorporated Roads - Travis County
 January 2009
 Creek, Hill, OS Parks
 Travis County 2008
 CCA Parks
 CCA 1/2008
 Commissioner Precincts
 Travis County Voter Registrar 2002

Note: For legal purposes, not all State
 Maintained roadways are shown.



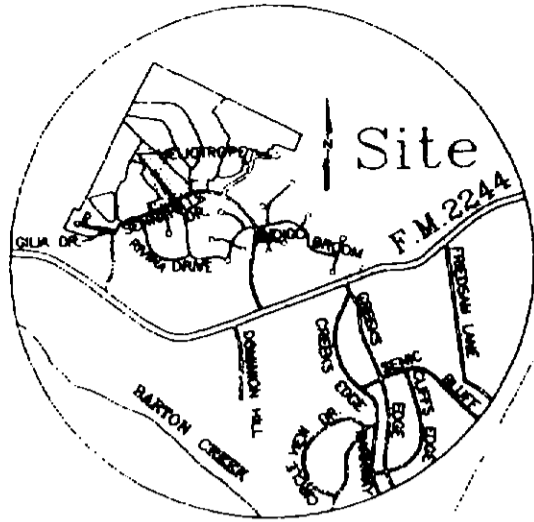
Map prepared by: Travis County
 Dept. of Transportation & Public
 Resources
 1000 N. Barton Rd.
 Austin, TX 78703

SENNA HILLS SECTION NINE

LEGEND

- ▲ BENCHMARK
- 1/2" IRON PIN FOUND
- 1/2" IRON PIN SET
- CONCRETE MONUMENT SET
- P.U.E. PUBLIC UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- E.E. ELECTRICAL EASEMENT
- SIDEWALKS

SCALE 1" = 100'



LOCATION MAP
NTS

60 RANCH LTR
TR 2000119521

**SENNA HILLS
SECTION SIX
31.304 ACRES
DOC. NO. 200800091**

41
P.U.E. & D.E.
10.100 ACRES

**PROPOSED
SENNA HILLS
SECTION EIGHT
12.447 ACRES**

123
4.600 ACRES
P.U.E. & D.E.

**PROPOSED
SENNA HILLS
SECTION TEN
27.442 ACRES**
SENNA HILLS, LTD.
VOL. 11988 PC. 06
JOHN G. MURPHY SURVEY NO. 40, ABST. 2636
J. W. TEAGLE SURVEY NO. 40, ABST. 2502

LAND USE SUMMARY	
SINGLE FAMILY LOTS	21
P.U.E. & D.E.	1
TOTAL LOTS:	22
TOTAL ACREAGE:	12.023 ACRES
DENSITY:	1.75 UNITS/ACRE

STREET LENGTHS	
HELIOTROPE COURT (50' ROW):	619'
TOTAL:	619'

AUPPERLE COMPANY

Engineering, Planning & Development Services

10086 Circleview Drive Austin, Texas 78733 512 422-7838

C8-92-0080.07.2A

Sheet 3 of 3

APRIL 13, 2007

F

EXHIBIT 82.401 (E) SUBDIVISION CONSTRUCTION AGREEMENT

STATE OF TEXAS
COUNTY OF TRAVIS

This Agreement is made and entered into by and between Taylor Morrison of Texas, Inc., a Texas corporation, (the "Subdivider") and Travis County, Texas, (the "County"), hereinafter collectively referred to as the "Parties".

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

WHEREAS, the Subdivider desires to subdivide the Property, pursuant to the proposed final plat of "Senna Hills Section Nine" (the "Subdivision"); and

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

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

NOW, THEREFORE, the Parties agree as follows:

I. Subdivider's Obligations

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

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

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

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

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

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

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

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

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

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

II. County's Obligations

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

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

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

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

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

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

F. Use of Proceeds.

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

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

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

III. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

Subdivider: Taylor Morrison of Texas, Inc.
805 Las Cimas Parkway, Suite 350
Austin, Texas 78746
Attn: James D. Plasek, Vice President

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

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

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

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

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

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

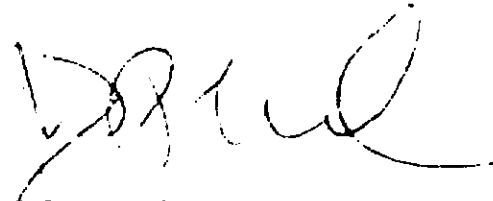
N. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof. Any oral representations or modifications concerning this Agreement shall be of no force or effect, except a subsequent written modification executed by both parties. NO OFFICIAL,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

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

TRAVIS COUNTY, TEXAS

SUBDIVIDER:
Taylor Morrison of Texas, Inc., a Texas Corporation

County Judge



By: James D. Plasek, Vice President
Authorized Representative

Date: _____

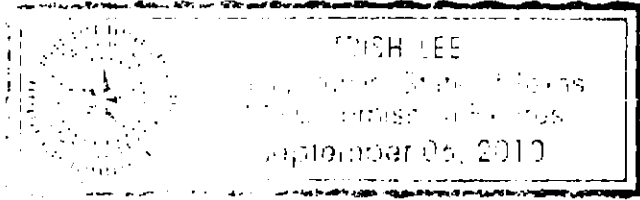
Date: 1/23/09

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the 13th day of January 2008, by James D. Plasek, Vice President, Authorized Signer, Taylor Morrison of Texas, Inc., a Texas corporation, in the capacity stated herein.



Trish Lee

Signature of Notary

After Recording Return to:

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

FIELD NOTES

BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE J.M. TEAGUE SURVEY NO. 40, ABSTRACT 2502 AND THE JOHN G. MUSTAIN SURVEY NO. 40, ABSTRACT 2636, SITUATED IN TRAVIS COUNTY, TEXAS, SAID TRACT MORE PARTICULARLY DESCRIBED AS BEING A PORTION OF THAT CERTAIN 119.134 ACRE TRACT OF LAND CONVEYED TO TAYLOR WOODROW HOMES - AUSTIN DIVISION, LTD., BY DEED RECORDED IN DOCUMENT NO. 2005002787 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID TRACT BEING 12.023 ACRES OF LAND MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at an iron pin found in the curving Northwestern right-of-way line of Senna Hills Drive, an existing public right-of-way of varied width, for the Southwest corner and the POINT OF BEGINNING of the herein described tract, from which point an iron pin found at the Northeast corner of Lot 1, Senna Hills Section One P.U.D., a subdivision recorded in Volume 86, Page 121A, Plat Records of Travis County, Texas bears the following (6) six courses and distances:

1. S70°12'32"W, 171.39 feet,
2. S79°04'56"W, 81.58 feet,
3. S87°57'28"W, 38.00 feet,
4. S72°00'12"W, 177.00 feet,
5. S51°05'29"W, 90.39 feet,
6. S34°02'26"W, 218.92 feet for a point of reference,

THENCE, leaving said right-of-way the following (13) thirteen courses and distances:

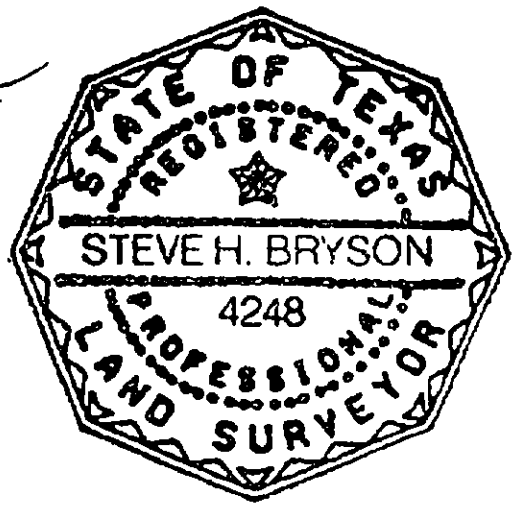
1. N19°43'57"W, 161.38 feet to an iron pin found,
2. N83°26'47"E, 52.47 feet to an iron pin found,
3. N67°35'18"E, 74.61 feet to an iron pin found,
4. N52°52'04"E, 80.49 feet to an iron pin found,
5. N46°51'35"W, 83.49 feet to an iron pin found,
6. N16°08'57"W, 57.50 feet to an iron pin found,
7. N62°43'41"W, 40.24 feet to an iron pin found,
8. N37°01'46"W, 190.18 feet to an iron pin found,
9. N25°57'25"W, 156.39 feet to an iron pin found,
10. N23°03'48"E, 116.28 feet to an iron pin found,
11. N42°58'07"E, 70.55 feet to an iron pin found,
12. N76°44'05"W, 305.23 feet to an iron pin found,
13. N38°17'07"E, 442.85 feet to an iron pin found for the most Northerly corner of the herein described tract,

THENCE, S42°06'09"E, 1075.74 feet to an iron pin found and S14°13'56"E, 121.98 feet to an iron pin found in the Northwestern right-of-way line of Senna Hills Drive, for the Southeast corner of the herein described tract,

THENCE, along the Northwestern right-of-way line of Senna Hills Drive the following (4) Four courses and distances:

1. with a curve to the left whose radius = 674.94 feet, an arc distance of 162.05 feet and whose chord bears S67°22'33"W, 161.67 to an iron pin found,
2. S60°28'50"W, 291.41 feet to an iron pin found,
3. with a curve to the right whose radius = 1355.31 feet, an arc distance of 229.72 feet and whose chord bears S65°21'11"W, 229.44 to an iron pin found,
4. S70°12'32"W, 48.83 feet to the POINT OF BEGINNING containing 12.023 Acres of Land.

Surveyed By: Steve H. Bryson
 Steve H. Bryson - R.P.L.S. No. 4248
 STEVE H. BRYSON SURVEYING CO.
 7525 West Hwy. 71
 Austin, Texas, 78735
 Ph: (512) 288-2400 Fax: (512) 288-1307





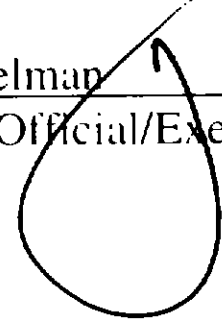
15

Travis County Commissioners Court Agenda Request

Voting Session 02/03/09
(Date)

Work Session _____
(Date)

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



B. Requested Text:

A. Consider and take appropriate action on a Preliminary Plan in Precinct Four: Stoney Ridge, Phase C (Small Lot) Preliminary Plan, (Total Number of Lots 151 – 28.21 acres, 144 Single Family lots, 1 Wastewater Substation, 6 Landscape, Drainage, and Water Quality Lots. – Ross Road – No Fiscal is required from Travis County with this preliminary plan – Sewage service to be provided by the Moore’s Crossing MUD – 2 Mile City of Austin ETJ).

C. Approved by:

Commissioner Margret Gomez, Precinct Four

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
Anna Bowlin: 854-7561 Gayla Demkowski 854-7642

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)

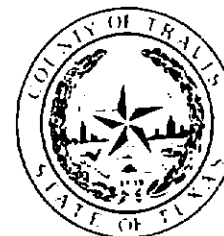
- ___ A change in your department’s personnel (reclassifications, etc.)

Purchasing Office (854-9700)

854-9106
854-9165
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

January 9, 2009

TO: Members of the Commissioners Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM: *AB* Anna Bowlin, Program Manager, Planning and Engineering Services

SUBJECT: Stoney Ridge, Phase C - Preliminary Plan

PROPOSED MOTION:

- A. Consider and take appropriate action on a Preliminary Plan in Precinct Four: Stoney Ridge, Phase C (Small Lot) Preliminary Plan, (Total Number of Lots 151 – 28.21 acres, 144 Single Family lots, 1 Wastewater Substation, 6 Landscape, Drainage, and Water Quality Lots. – Ross Road – No Fiscal is required from Travis County with this preliminary plan – Sewage service to be provided by the Moore’s Crossing MUD – 2 Mile City of Austin ETJ).

SUMMARY AND STAFF RECOMMENDATION:

The applicant to proposing to subdivide 28.21 acres as a small lot subdivision located within the boundaries of the Moore’s Crossing MUD. The preliminary plan includes 144 residential lots, 1 wastewater substation owned by the City of Austin, drainage, landscape, public utility easements, access easements and right-of-way. This subdivision is subject to parkland requirements and fees will be paid to Travis County prior to final plat approval.

As this subdivision application meets all Travis County standards and has been approved by the City of Austin, TNR staff recommends approval of the preliminary plan.

ISSUES:

Staff has not received any contact from any neighborhood group or any adjacent property owner.

BUDGETARY AND FISCAL IMPACT:

None

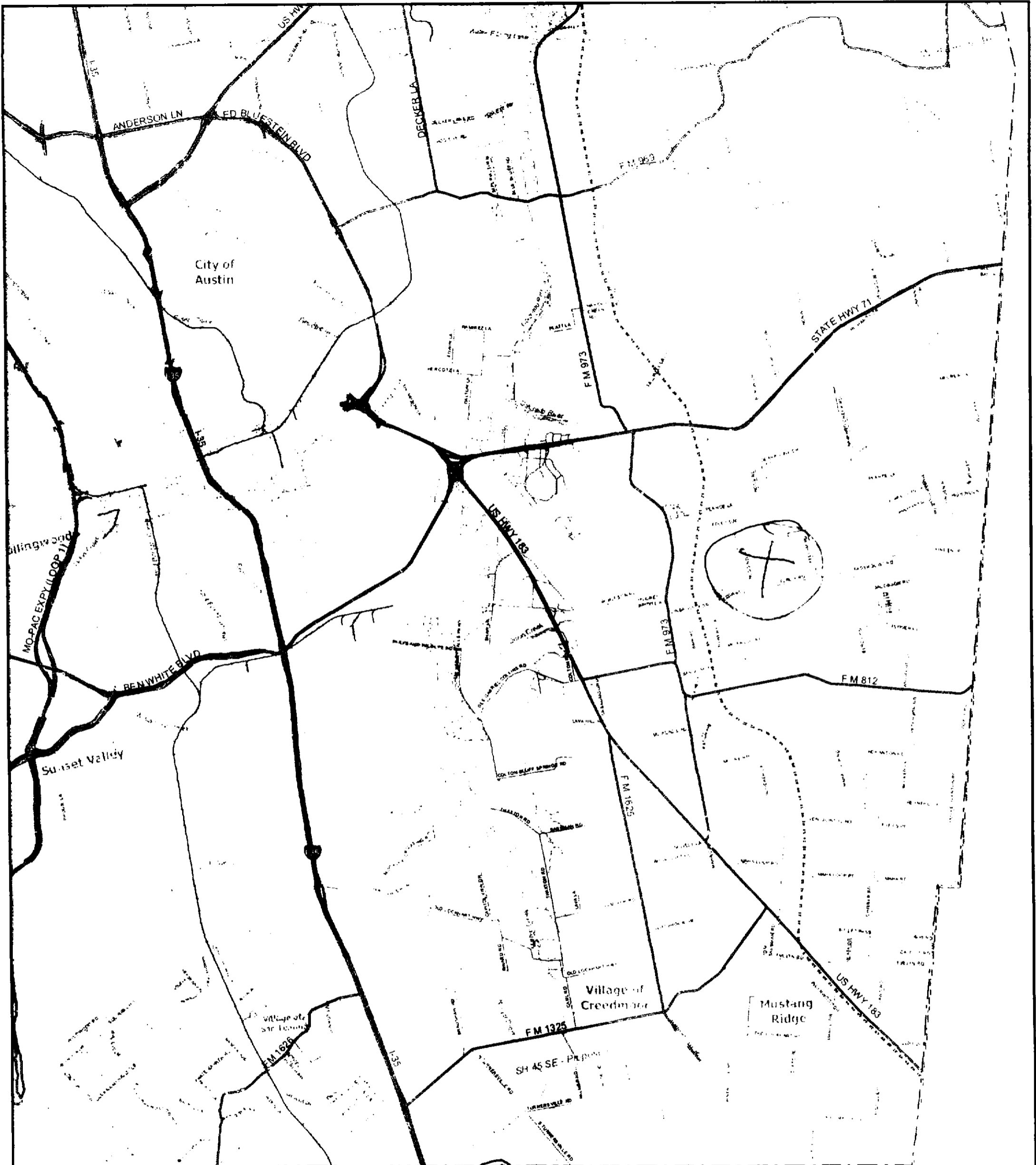
REQUIRED AUTHORIZATIONS:

None

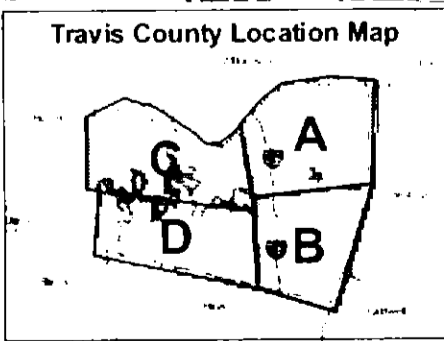
EXHIBITS:

Location map, copy of preliminary plan

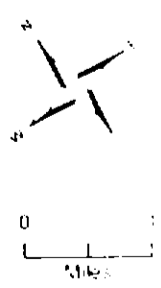
AMB: ja 706



Precinct 4



Sources: CoA Roads - CoA 11-1-1 Line Incorporated Roads - Travis County 11-1-5 Proposed Roads - various sources - Creeks - NHD - Parks - Travis County 04 - CoA Parks - CoA 1-1-05 Commissioner Precincts - Travis County Voter Registrar 1992



Legend		
Roadway Type	--- Disputed Property Roadway, Commissioner Precinct	
State Maintained	— Rail Road	Precinct 1
Incorporated	— County Boundary	Precinct 2
Travis County Maintained	— Creek	Precinct 3
Not Maintained	— Water Body	Precinct 4
Private	— Park	
Repealed Dedication	— Incorporated Area	
Unincorporated Private		

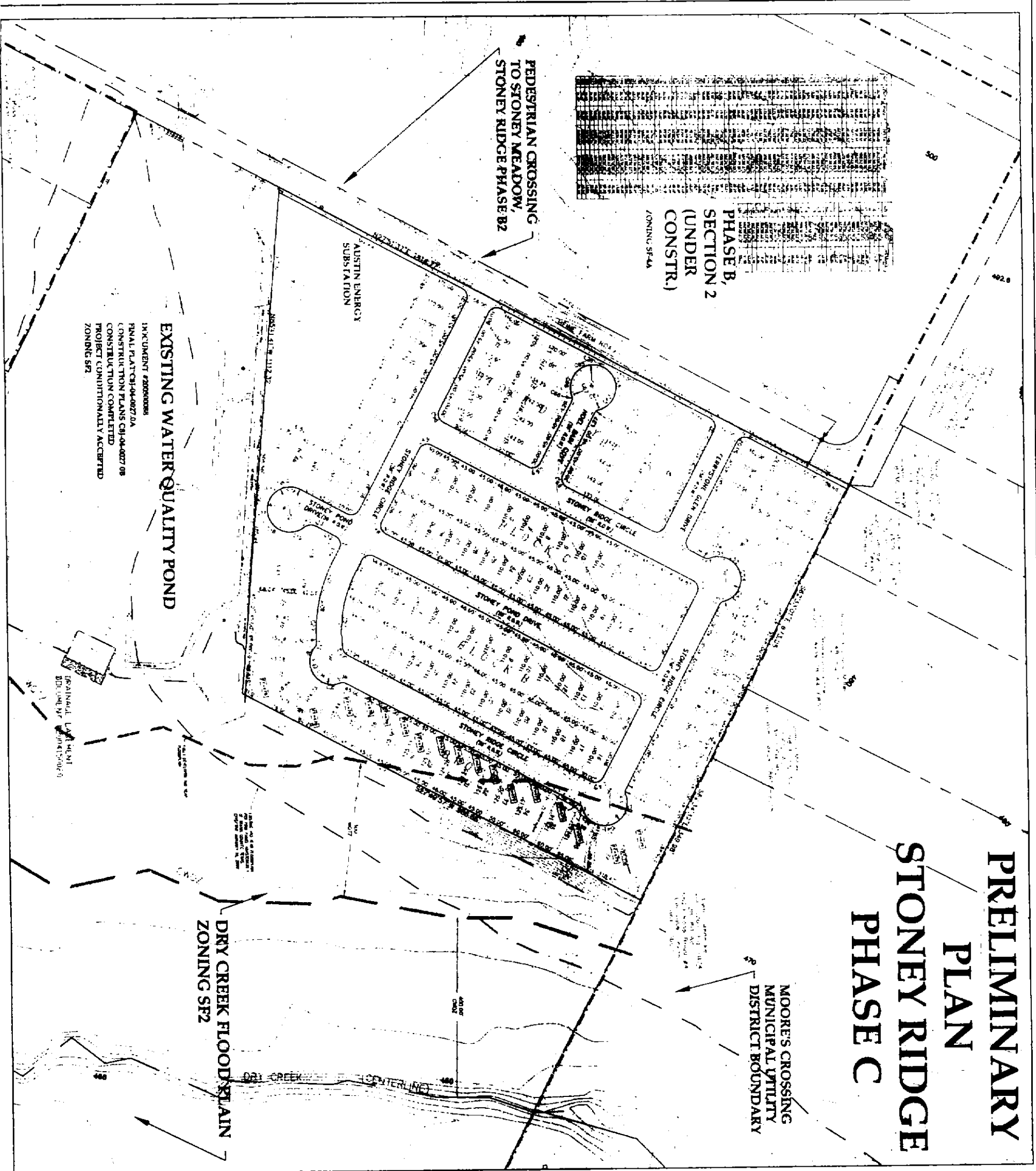
Note: For legal purposes, not all State Maintained roadways are shown in red.

Map Disclaimer: This map was created for the Travis County State Growth Initiative. Travis County is not a planning agency. The data is provided for informational purposes only. Please contact the Travis County GIS Department at 512-471-1100 for questions.

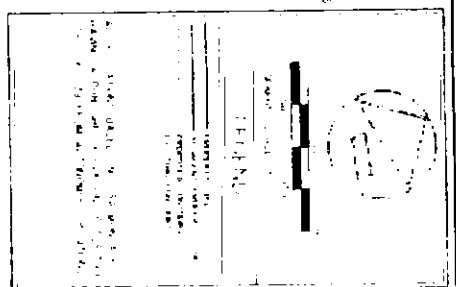
Travis County Roadways, Map B



Map Prepared by: Travis County Dept. of Transportation & Natural Resources Date: 03/03/2006
<http://www.traviscountysmaps.com>



PRELIMINARY PLAN STONEY RIDGE PHASE C

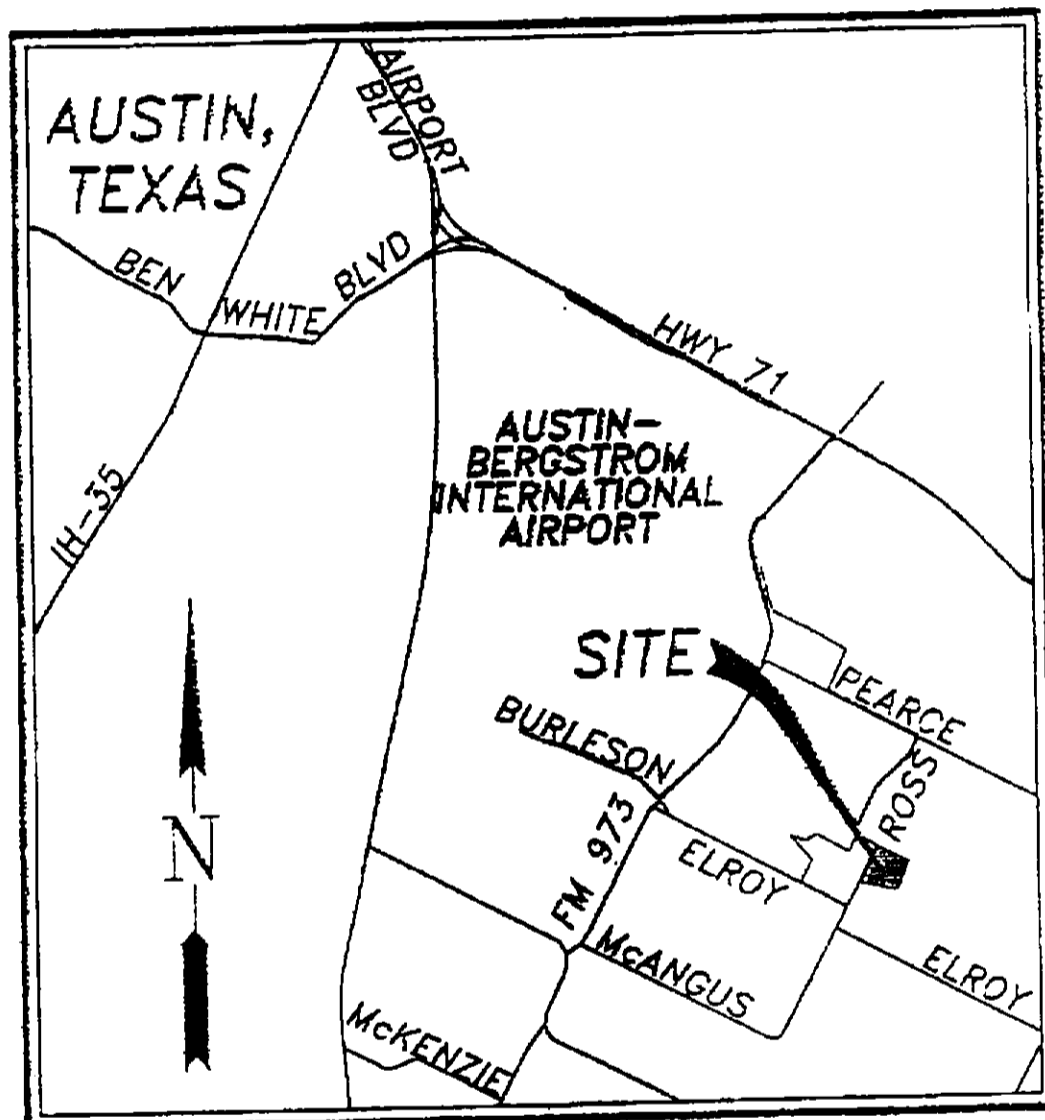


DATE: 1/23/09
 SHEET NO. 1 OF 2
 PROJECT: STONEY RIDGE PHASE C
 PREPARED BY: [Name]
 CHECKED BY: [Name]
 APPROVED BY: [Name]

RELATED PERMITS:
 1. UTILITY CROSSING PERMITS FROM MOORE'S CROSSING MUNICIPAL UTILITY DISTRICT.
 2. WATER QUALITY CERTIFICATE FROM TARRANT COUNTY HEALTH DEPARTMENT.
 3. FLOODPLAIN PERMIT FROM TARRANT COUNTY HEALTH DEPARTMENT.
 4. SUBDIVISION PERMIT FROM TARRANT COUNTY HEALTH DEPARTMENT.
 5. ZONING PERMIT FROM TARRANT COUNTY HEALTH DEPARTMENT.

GENERAL NOTES:
 1. THIS SUBDIVISION IS NOT LOCATED IN THE EXISTING ADJACENT ZONING DISTRICT.
 2. THIS SUBDIVISION IS LOCATED IN CITY OF AUSTIN'S JURISDICTION, CLASSIFIED AS UNINCORPORATED.
 3. THERE ARE NO EXISTING UTILITIES OR SERVICES ON THE PROPERTY.
 4. ALL UTILITIES AND SERVICES SHALL BE PROVIDED BY THE CITY OF AUSTIN.
 5. THE PLAT COVERS WITH SECTION 24-24-24, SMALL LOT SUBDIVISION.
 6. THE SUBDIVISION SHALL BE CONSIDERED WITHIN THE EXISTING ADJACENT ZONING DISTRICT.
 7. THE SUBDIVISION SHALL BE CONSIDERED WITHIN THE EXISTING ADJACENT ZONING DISTRICT.
 8. THE SUBDIVISION SHALL BE CONSIDERED WITHIN THE EXISTING ADJACENT ZONING DISTRICT.
 9. THE SUBDIVISION SHALL BE CONSIDERED WITHIN THE EXISTING ADJACENT ZONING DISTRICT.
 10. THE SUBDIVISION SHALL BE CONSIDERED WITHIN THE EXISTING ADJACENT ZONING DISTRICT.
 11. THE SUBDIVISION SHALL BE CONSIDERED WITHIN THE EXISTING ADJACENT ZONING DISTRICT.

	<p>SR DEVELOPMENT, INC. STONEY RIDGE PHASE C HEINE FARM ROAD AUSTIN, TEXAS</p>	<p>PRELIMINARY PLAN (1 OF 2)</p>	<p>SHEET 1 SHEET 1 OF 2</p>
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VICINITY MAP
NTS

16

Travis County Commissioners Court Agenda Request

Voting Session 1-27-09
(Date)

Work Session _____
(Date)

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

B. Requested Text: **Consider and take appropriate action on the approval of acceptance of dedication of street and drainage facilities and a License Agreement for River Dance Phase 3, a subdivision in Precinct 3.**

C. Approved by: _____
Commissioner Karen Huber, Precinct Three

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

Agenda *Any backup material to be presented to the court must be submitted with this Request (original and 8 copies).

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

Yes X No _____ Please list those contacted and their phone numbers:

Donald W. Ward - 854-9383	Anna Bowlin - 854-9383
David Greear - 854-9383	Howard Herrin - 854-9383
Scott Lambert - 854-9383	Patricia Moreno - 266-3314

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.)

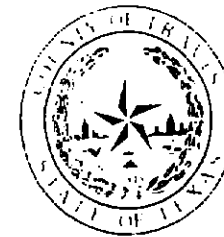
Purchasing Office (854-9700)

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 GIESELMAN, EXECUTIVE MANAGER

1117 North Street
Commerce Office Building
PO Box 1144
Austin, Texas 78767
TEL: (512) 584-9787
FAX: (512) 584-4649

MEMORANDUM

DATE: January 16, 2009
TO: Members of the Commissioners' Court
THROUGH: Joseph P. Gieselman, TNR Executive Manager
FROM: Donald W. Ward, P.E., Division Director, Road Maintenance, Bridge and Fleet
SUBJECT: **A. Acceptance of dedication of River Dance Phase 3**
B. License Agreement for River Dance Phase 3

A. Summary and TNR Staff Recommendation: Acceptance of dedication of River Dance Phase 3

This subdivision was recorded May 10, 2006. This subdivision has been inspected for conformance with approved plans and specifications as listed. There are no items on the punch lists to be corrected. The stop signs, for this section will be approved under Chapter 251 of the Texas Transportation Code.

This section is accessed from Quinlan Park Road, accepted for maintenance by Travis County. This action will add 1.43 miles to the Travis County road system. TNR staff recommends approval of the proposed motion.

Budgetary and Fiscal Impacts:

There are no budgetary impacts. All fiscal posted will be released, except for any unapproved residential sidewalks.

Issues and Opportunities:

Exhibits:

- Approval of Construction
- List of streets
- Requirements
- Registered Accessibility letter
- Attached maps

January 16, 2009

Page 2

B. Summary and Staff Recommendation: License Agreement with the Steiner Ranch Master Association, Inc.

The applicant requests to enter into a License Agreement, with the Steiner Ranch Master Association, Inc. for private improvements in the public right-of-ways of River Dance Phase 3. The covered improvements do not reduce sight distance conditions or place unacceptable hazards in the clear recovery zone. TNR staff recommends approval of the proposed motion.

Budgetary and Fiscal Impacts:

A Letter of Credit in the amount of **\$3,545.20** has been submitted as security for the licensed property that is described in the attached License Agreement.

Issues and Opportunities:

In regards to the proposed License Agreement, "...the ASSOCIATION agrees to and shall indemnify, defend and hold harmless the COUNTY and its officers, agents and employees against all claims, suits, demands, judgments, expenses, including attorney's fees, or other liability for personal injury, death, or damage to any person or property, which arises from or is in any manner connected to or caused in whole or in part by the ASSOCIATION's construction, maintenance or use of the Licensed Property." The Steiner Ranch Master Association, Inc. (the "ASSOCIATION") has provided insurance that adds Travis County as an additional insured for the improvements as described in the attached Agreement. We do not foresee any opposition to this action.

Required Authorizations:

The License Agreement is the form previously approved by Commissioners Court.

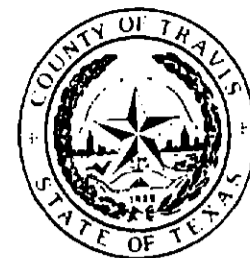
Exhibits:

License Agreement & Exhibit

DV:DWV:dv

1105 River Dance Ph 3

1102 River Dance Ph 3 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 512-473-9383
fax 512-708-4649

CONSTRUCTION ACCEPTANCE – CONDITIONAL ACCEPTANCE

DATE: August 6, 2007

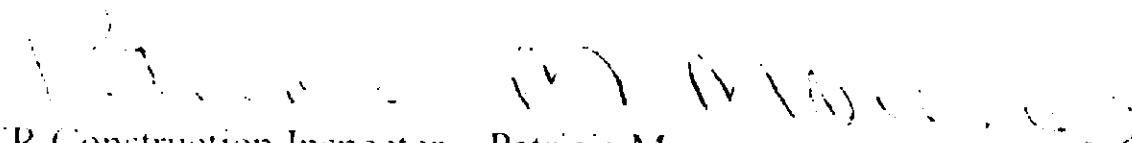
TO:	Developer	Engineer
	<u>Taylor Morrison, Inc.</u>	<u>Bury + Partners</u>
	<u>Taylor Woodrow</u>	<u>3345 Bee Caves Rd. #200</u>
	<u>805 Las Cimas Parkway, Suite 350</u>	<u>Austin, TX 78732</u>
	<u>Austin, TX 78746</u>	<u>Fax: 328-0325</u>
	<u>Fax: 579-2234</u>	

SUBJECT: River Dance Phase 3

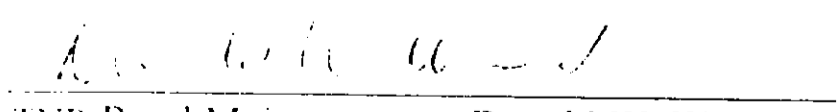
Effective this date streets and/or drainage construction, within this subdivision, appear to be in conformance with the Permitted Construction Documents. This construction is not accepted for maintenance by Travis County, but will enter into a one-year Performance Period.

The Owner must maintain the streets in the development until the satisfactory completion of the Performance Period. The Developer is required to maintain fiscal posting of 10% of the actual street and drainage cost, plus 100% of the un-constructed residential sidewalks, until all streets and/or drainage construction are accepted for maintenance by Travis County and the Performance Period has been completed. Sidewalk fiscal will be reduced/released as the sidewalks are deemed complete.

Prior to the end of the Performance Period, Travis County will inspect the streets, drainage, and/or sidewalk construction to determine the deficiencies that need to be corrected, before the Performance Period Fiscal is released.

BY: 
TNR Construction Inspector – Patricia Moreno


TNR Engineering Specialist – Darla Vasterling 11/16/09

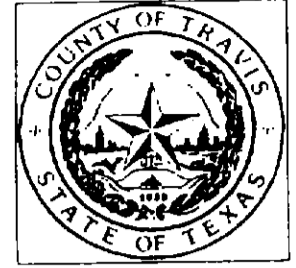

TNR Road Maintenance – Donald W. Ward

ACCEPTANCE OF DEDICATION OF STREETS AND DRAINAGE

SUBDIVISION
Mapsco No. 521N

River Dance Phase 3

Pct.# 3
Atlas No K-05



RECORDED AT DOC#200600133 IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY 5/10/06

SUBDIVISION CONTAINS 10 STREETS AS LISTED BELOW:

#	STREET NAME	FROM - TO	L.F.	MILES	ROW	PVMNT	TYPE OF CURB & GUTTER
1	Bella Mar Trail	from Quinlan Park Road to 205' SE	205	0.04	80'	HMAC	2-20'F-F Yes
	Bella Mar Trail	205' SE to Mediterra Point and Palisades Parkway	1925	0.36	60'	HMAC	40'F-F Yes
2	Belcara Pass	Bella Mar Trail to Belccara Place	170	0.03	50'	HMAC	28'F-F Yes
3	Belcara Place	60' R cul-de-sac to 60' R cul-de-sac	1336	0.25	50'	HMAC	28'F-F Yes
4	El Socorro Lane	NW cor Lot 39 Blk C to end of 60' R cul-de-sac	656	0.12	50'	HMAC	28'F-F Yes
5	Monterey Path	El Socorro Lane to end of 55' R cul-de-sac	622	0.12	50'	HMAC	28'F-F Yes
6	Palo Alto Way	Monterey Path to Bella Mar Trail	652	0.12	50'	HMAC	28'F-F Yes
7	Calistoga Way	Palo Alto Way SE to elbow	970	0.18	60'	HMAC	36'F-F Yes
	Calistoga Way	elbow East to Bella Mar Trail	494	0.09	50'	HMAC	28'F-F Yes
8	Calistoga Court	Calistoga Way to end of 50' R cul-de-sac	267	0.05	50'	HMAC	28'F-F Yes
9	Mediterra Point	Radius of traffic circle to 90' south	90	0.02	56-100'	HMAC	2-18'F-F Yes
10	Palisades Parkway	Radius of traffic circle to 130' east	132	0.03	63-130'	HMAC	2-18'F-F Yes
11							
12							
				7519			

THE TOTAL NUMBER OF LOTS IN THIS SUBDIVISION - **144**

N/A ADDITIONAL LOTS SOLD FOR DEVELOPMENT

CONSTRUCTION OF STREETS AND DRAINAGE EXCEEDS MINIMUM COUNTY STANDARD FOR STREETS NUMBERED 1-10

IT IS RECOMMENDED THAT MAINTENANCE OF STREETS NUMBERED 1-10 TOTALIN **1.42** MILES BE ACCEPTED BY THE TRAVIS COUNTY COMMISSIONERS' COURT IN PRECINCT 3

27-Jan-09
DATE

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

Donald W. Ward, P. E.
Division Director, Road, Bridge, and Fleet
TRANSPORTATION AND ENGINEERING SERVICES

APPROVED BY COMMISSIONERS' COURT DATE



TRANSPORTATION & NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

**“RIVER DANCE PHASE 3”
 REQUIREMENTS FOR APPROVAL OF CONSTRUCTION
 PUBLIC STREET SUBDIVISIONS PER STANDARDS FOR CONSTRUCTION OF STREETS
 AND DRAINAGE IN SUBDIVISIONS - AUGUST 28, 1997**

- 7-30-07 1. Professional Engineer’s certification of quantities of work completed (**Engineer’s Concurrence Letter**). § 82.401(c)(1)(A) § 82.604(c)(2)
- 10-02-07 2. Construction Summary Report, if in COA ETJ, **signed** by COA inspector. §82.604(c)(1)
- 7-30-07 3. Contractor’s (signed) invoice or receipt of payment for work completed. §82.401(a)(1)(B)
- 7-30-07 4. Reproducible Plans, certified as **“Record Drawings”** or **“As Built”**, 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.
Have all
- OK 5. Performance Period Fiscal for 10% of the actual construction cost of street and Need IM drainage construction plus fiscal for residential sidewalks, if applicable. If bond, it SW fis 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)
- OK 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)
- 7-30-07 7. A letter from a **Registered Accessibility Specialist** approving sidewalk const- Comm only- ruction, within the subdivision, for common area sidewalks. Plan approval required Need for at time of issuance of Basic Development Permit. Substantial compliance Res (inspection) required at time of street acceptance for maintenance. § 82.202(q)(2)
- 8-06-07 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 const. before recommending acceptance to Commissioners Court.**
- 10-20-07 9. Approval of other agencies and/or cities, **if in their ETJ**: Municipal or other Utility Districts.
- 07-07-99 10. License Agreement (**If there are private improvements in Public ROW.**)



Able2Access, Inc.

11010 Prairie Dove Circle
Austin, Texas 78758
PH: (512) 762-6349
FX: (512) 692-2574

June 5, 2007

Trish Lee
Development Coordinator
Taylor Woodrow Communities/Steiner Ranch, Ltd.
3405 Grimes Ranch Road
Austin, Texas 78732

Re: River Dance 3 - green belt sidewalks, cross walks and curb ramps.
Steiner Ranch
Austin, TX 78732
Inspection performed June 4, 2007

INSPECTION COMPLETED - NO VIOLATIONS


Dear Ms. Lee:

We are pleased to inform you that the referenced facility has been inspected and found to be in substantial compliance..

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.

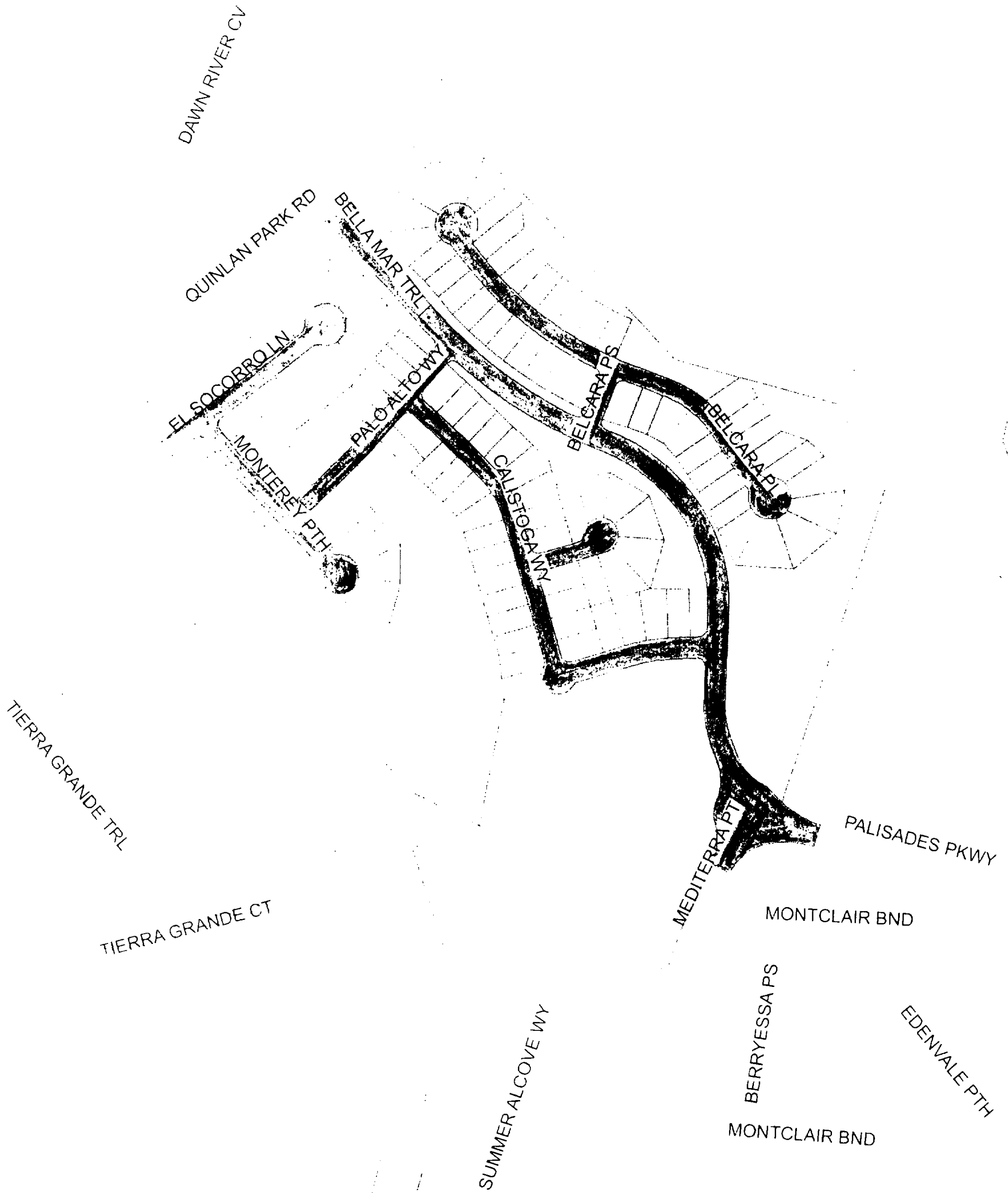
If you have any questions concerning the results of the inspection or the requirements of the Architectural Barriers Act, or if you are not the owner of record for this facility, contact Kathy-Ann Riley at (512) 762-6349.

Sincerely,

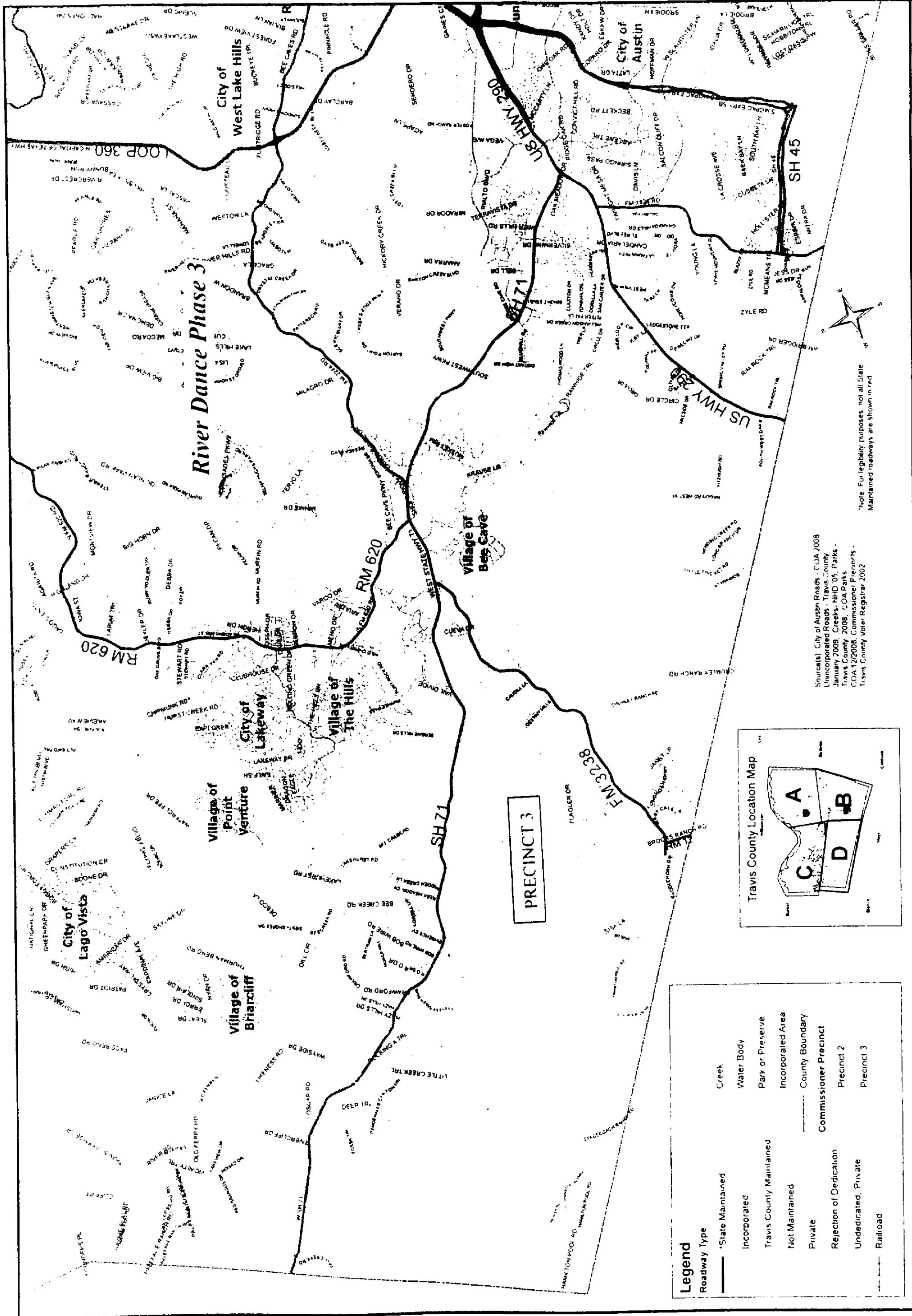

Kathy-Ann Riley
RAS No. 0254

Enclosures

where everyone goes for accessibility solutions...



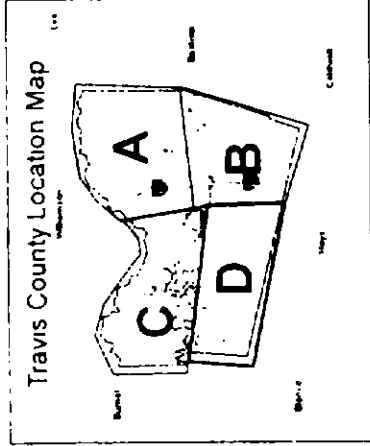
RIVER DANCE PHASE 3



Sources: City of Austin Roads - COA 2008
 Unincorporated Roads - Travis County
 January 2009, Creeks - NHD 05, Parks -
 Travis County 2008, COA Parks -
 COA 12/2008, Commissioner Precincts -
 Travis County Voter Registrar 2002

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

Legend	
—	State Maintained
—	Incorporated
—	Travis County Maintained
—	Not Maintained
—	Private
—	Rejection of Dedication
—	Undedicated, Private
—	Railroad
—	Creek
—	Water Body
—	Park or Preserve
—	Incorporated Area
—	County Boundary
—	Commissioner Precinct
—	Precinct 2
—	Precinct 3



Map Prepared by Travis County
 Dept of Transportation & Natural
 Resources Date 1/17/2009
 http://www.co.travis.tx.us/m2009

Travis County Roadways, Map D

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) 854-9363

LICENSE AGREEMENT

STATE OF TEXAS

§

COUNTY OF TRAVIS

§

§

This Agreement is made and entered into by and between Travis County, Texas, (the "COUNTY") and the Steiner Ranch Master Association, Inc. (the "ASSOCIATION"), hereinafter collectively referred to as the "Parties", for the purposes and consideration described herein.

WITNESSETH:

WHEREAS, the COUNTY has accepted the dedication of the roads in River Dance Phase 3, a subdivision located in Travis County, being more particularly described in that certain plat recorded at Document No. 200600133, of the Official Public Records of Travis County, (the "Subdivision"); and

WHEREAS, the ASSOCIATION plans to pay expenses and maintain certain lighting, landscaping and improvements in portions of the right-of-ways within the Subdivision, and custom street signs in all right-of-ways in the Subdivision; and

WHEREAS, the landscaping and improvements include, but are not limited to, an irrigation system, landscape lighting, trees, shrubs, custom street signs and retaining walls (the "Improvements") within portions of the right-of-way of the Subdivision roads, which are not intended or used for vehicular traffic; and

WHEREAS, the area of the right-of-way within which the Improvements are to be installed and/or maintained (the "Licensed Property") is described in the Exhibit "A", which is attached hereto and incorporated herein for all purposes;

NOW, THEREFORE, the COUNTY and the ASSOCIATION agree as follows:

I. Grant

Subject to the conditions in the Agreement and to the extent of the right, title and interest of the COUNTY in and to the Licensed Property and without any express or implied warranties, the COUNTY grants to the ASSOCIATION permission to use the Licensed Property to construct, maintain and repair the Improvements existing in the Licensed Property as of the date of this Agreement.

II. Consideration

The COUNTY and the ASSOCIATION each acknowledge the receipt and sufficiency of good and valuable consideration for the execution of this Agreement, including but not limited to the following:

- 1. The beautification to be afforded to the community by the Improvements; and

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

III. County's Rights to Licensed Property

- A. This Agreement is expressly subject and subordinate to the present and future right of the COUNTY, its successors, assigns, lessees, grantees, and licensees, to construct, install, establish, maintain, use, operate, and renew any public utility facilities, franchised public facilities, roadways or streets on, beneath or above the surface of the Licensed Property. The COUNTY shall take reasonable measures to prevent damage to any Improvements on the Licensed Property, however, any damage to or destruction of the ASSOCIATION'S property by the COUNTY in the exercise of the above-described rights shall be at no charge, cost, claim or liability to the COUNTY, its agents, contractors, officers or employees. Nothing in this Agreement shall be construed to limit in any way the power of the COUNTY to widen, alter or improve the Licensed Property pursuant to official action by the governing body of the COUNTY or its successors; provided, however, that the COUNTY shall provide the ASSOCIATION with at least thirty (30) days prior written notice of any such contemplated action.
- B. NOTWITHSTANDING ANY PROVISIONS IN THIS AGREEMENT TO THE CONTRARY, THE COUNTY RETAINS THE RIGHT TO ENTER UPON THE LICENSED PROPERTY, AT ANY TIME AND WITHOUT NOTICE, ASSUMING NO OBLIGATION TO THE ASSOCIATION, TO REMOVE ANY OF THE IMPROVEMENTS OR ALTERATIONS THEREOF, WHENEVER SUCH REMOVAL IS DEEMED NECESSARY FOR: (A) EXERCISING THE COUNTY'S RIGHTS OR DUTIES WITH RESPECT TO THE LICENSED PROPERTY; (B) PROTECTING PERSONS OR PROPERTY; OR (C) PROTECTING 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 an additional insured. This insurance coverage shall cover all perils arising out of 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 Director of Public Improvements & Transportation

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. The 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. 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 the Agreement shall be

binding on any successors and assigns in interest to the ASSOCIATION or the COUNTY. A written memorandum of this agreement shall be filed in the Real Property Records of Travis County, Texas.

- E. **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.
- F. **Security Deposit.** The ASSOCIATION shall provide the COUNTY with a Letter of Credit, payable to Travis County, in the amount of THREE THOUSAND, FIVE HUNDRED FORTY-FIVE DOLLARS and TWENTY CENTS (\$3,545.20). The Letter of Credit provided to the COUNTY will be held with the County Treasurer. The only condition to a draft on the security shall be a letter from the Travis County Judge indicating that the ASSOCIATION had not fulfilled its obligation 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.

VII. **Commencement; Termination by Abandonment**

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

VIII. **Termination**

- A. **Termination by the ASSOCIATION.** This Agreement may be terminated by the ASSOCIATION by delivering written notice of termination to the COUNTY not later than thirty (30) days before the effective date of termination. If the ASSOCIATION so terminates, then it may remove installations that it made from the Licensed Property within the thirty (30)

day notice period. Any installations not removed within said period are agreed to be the property of the COUNTY.

- B. Termination by County. This Agreement may be revoked at any time by the COUNTY, if such revocation is reasonably required by the public interest, after providing at least thirty (30) days prior written notice to the ASSOCIATION. Subject to prior written notification to the ASSOCIATION or its successors in interest, this Agreement is revocable by the COUNTY if:
1. The Improvements or a portion of them interfere with the COUNTY'S use of the Licensed Property;
 2. Use of the Licensed Property becomes necessary for a public purpose;
 3. The Improvements or a portion of them constitute a danger to the public which the COUNTY deems not be 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 the 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:

Steiner Ranch Master Association, Inc.
12550 Country Trails Lane
Austin, Texas 78732

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 Ken Oden (or successor)
Travis County Attorney
P.O. Box 1748
Austin, Texas 78767
Attn: File No. _____

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 Commissionser 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: _____

TERMS AND CONDITIONS ACCEPTED, this the 11th day of September, 2008.

THE ASSOCIATION:

Steiner Ranch Master Association, Inc.

By: _____
James D. Plasek
President, Authorized Representative

THE STATE OF TEXAS

§
§
§

COUNTY OF TRAVIS

This instrument was acknowledged before me on this the 1st day of _____, 2008, by Samuel T. Biscoe, County Judge of Travis County, Texas, a duly organized County and political subdivision of the State of Texas, on behalf of said County.

Notary Public in and for the State of Texas

By: _____

Printed Name: _____

My commission expires: _____

THE STATE OF TEXAS

§
§
§

COUNTY OF TRAVIS

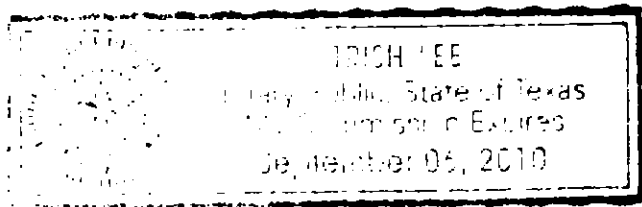
This instrument was acknowledged before me on this the 11th day of September, 2008, by James D. Plasek, President of the Steiner Ranch Master Association, Inc., a Texas corporation, on behalf of said corporation.

Notary Public in and for the State of Texas

By: Trish Lee

Printed Name: Trish Lee

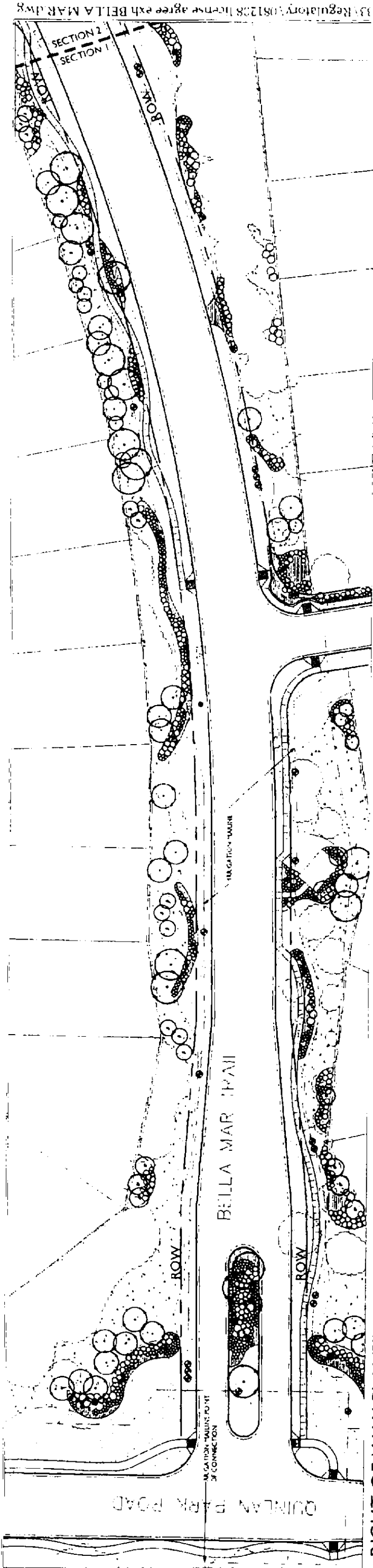
My commission expires: 09-06-10



ADDRESS OF ASSOCIATION:

Steiner Ranch Master Association, Inc.
12550 Country Trails Lane
Austin, Texas 78732

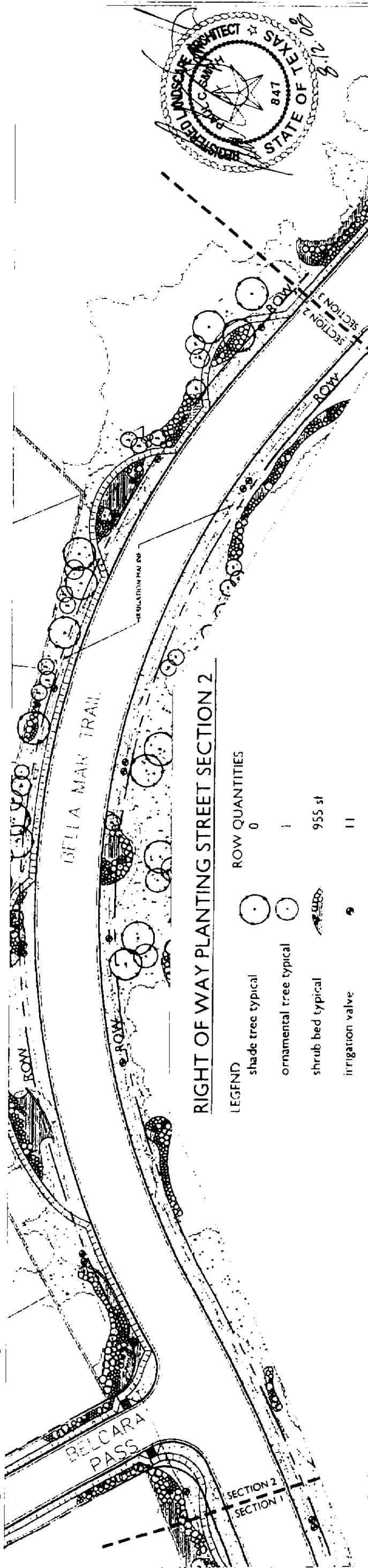
EXHIBIT 'A'



RIGHT OF WAY PLANTING STREET SECTION 1

LEGEND

○	shade tree typical	○	ROW QUANTITIES
○	ornamental tree typical	○	0
○	shrub bed typical	○	4
○	irrigation valve	○	1994 sf
		○	11



RIGHT OF WAY PLANTING STREET SECTION 2

LEGEND

○	shade tree typical	○	ROW QUANTITIES
○	ornamental tree typical	○	0
○	shrub bed typical	○	1
○	irrigation valve	○	955 sf
		○	11

Steiner Ranch

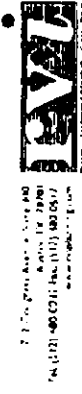
Austin, Texas

BELLA MAR TRAIL

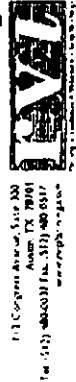
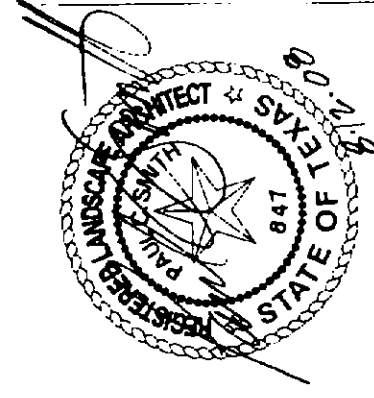
SCALE: 1" = 60'
0 30 60 120

RIGHT-OF-WAY PLANTING EXHIBIT - SHEET 1 OF 2

DATE: 08.12.2008 NORTH

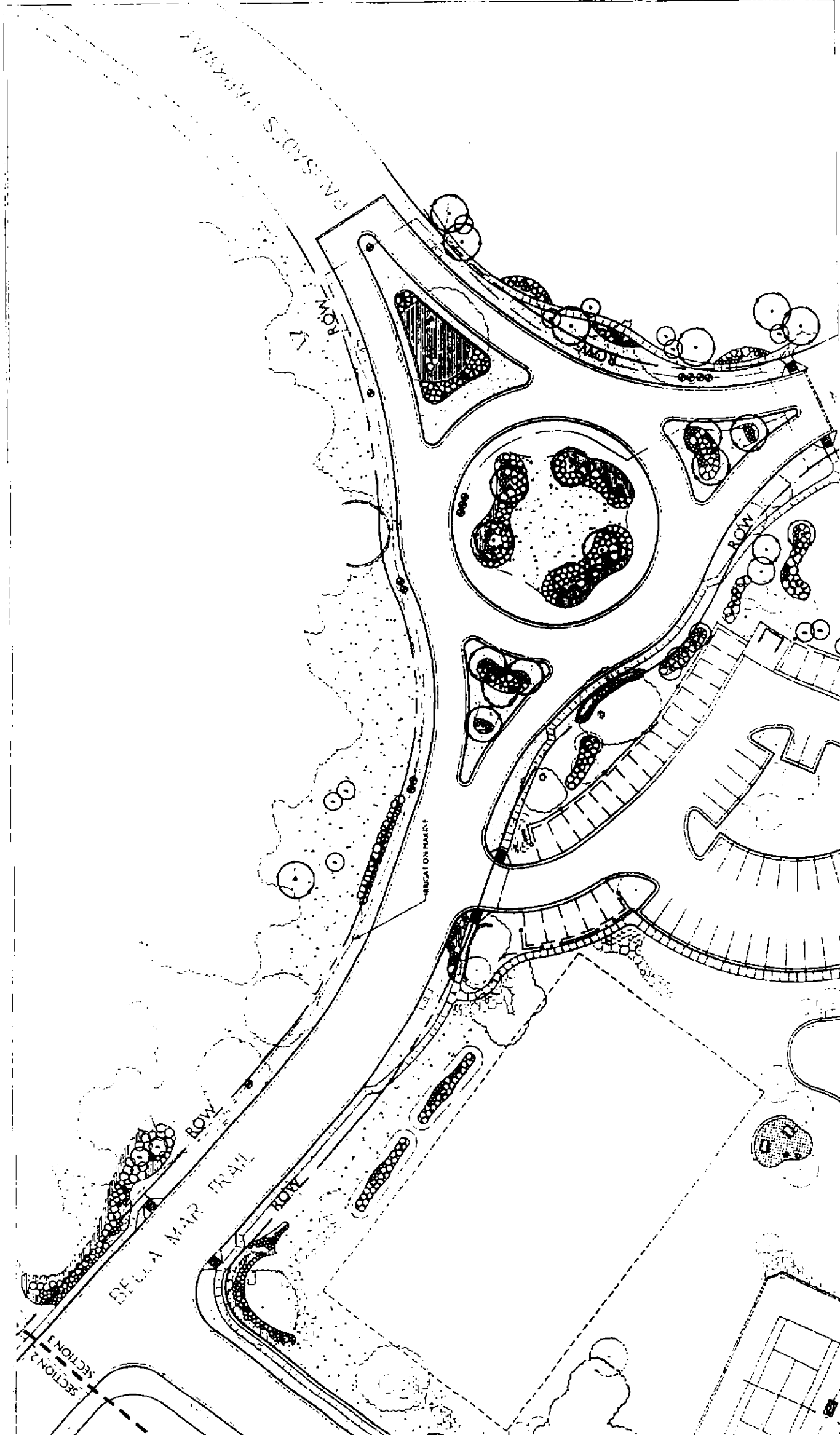


13. Regulatory 081208 license agree exh BELLA MAR.dwg



113 Corporate Blvd., Suite 200
Austin, TX 78701
Tel: (512) 440-0333 Fax: (512) 440-0317
www.bellamar.com

DATE: 08-12-2008 NORTH



RIGHT OF WAY PLANTING STREET SECTION 3

LEGEND		ROW QUANTITIES
shade tree typical		12
ornamental tree typical		0
shrub bed typical		5783 sf
irrigation valve		14

BELLA MAR TRAIL

Steiner Ranch
Austin, Texas

SCALE: 1" = 60'

120

RIGHT-OF-WAY PLANTING EXHIBIT - SHEET 2 OF 2

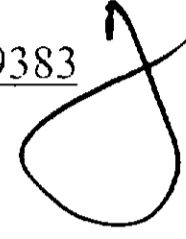
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TRAVIS COUNTY COMMISSIONERS' COURT AGENDA REQUEST

Voting Session: 1-27-09

Work Session: _____

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



B. Requested Text:

Approve License Agreement with the Austin Ridge Riders Mountain Bike Club for a bike race at Travis County Milton Reimers Ranch Park.

C. Approved by: _____
Karen Huber, Precinct 3 Commissioner

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

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

Judi Ronkartz, Austin Ridge Riders	415-8146
Tenley Aldredge, CA	854-9383
Charles Bergh, TNR Parks	854-9437
Dan Chapman, TNR Parks	263-9114
Dan Perry, TNR Parks	263-9114
Michael Brewster, TNR Parks	935-0741

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

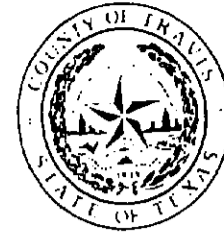
Purchasing Office (854-9700)

- _____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

- _____ Contract, Agreement, Policy & Procedure

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



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-9436

January 14, 2009

MEMORANDUM

TO: Members of the Commissioner's Court

FROM: Joseph P. Gieselman, Executive Manager

SUBJECT: Approve License Agreement with the Austin Ridge Riders Mountain Bike Club for a bike race at Travis County Milton Reimers Ranch Park.

Proposed Motion:

Approve License Agreement with the Austin Ridge Riders Mountain Bike Club for a bike race at Travis County Milton Reimers Ranch Park.

Summary and Staff Recommendation:

The Austin Ridge Riders Mountain Bike Club are requesting the use of Travis County Milton Reimers Ranch Park on April 4 and April 5, 2009, to host a bike race (Single Track Stampede mountain bike race). The Austin Ridge Riders are not requesting exclusive use of the park, therefore, no special use fees will be charged. All event participants, vendors, sponsors and volunteers will pay the regular per vehicle daily park entrance fees. The Licensee will establish a fixed staging and finish area and will be responsible for setup and dismantling of any tents or other structures associated with the races. All participants will park in designated; pre-approved areas located within Travis County Milton Reimers Ranch Park and associated rights of way. The races are to be confined to the existing mountain biking trails within the park. These trails do not conflict with the established roadways within the park. The Texas Mountain Bike Racing Association (TMBRA) has sanctioned the race. The Licensee has added Travis County as an Additional Insured for this race. The Licensee will employ off-duty Park Rangers and emergency medical staff to provide security, respond to emergency medical calls and to resolve any conflicts with regular park users. Staff recommends approval of this licensing agreement.

Budgetary and Fiscal Impact:

All vehicles being brought into the park for purposes associated with the licensing activities will be charged regular per vehicle daily park entrance fees.

Issues and Opportunities:

The non-competitive bike races are scheduled for April 4, from 7:00 AM -- 5:30 PM. The competitive races are scheduled for April 5, to start at 6:30 AM and conclude no later than 5:30 PM. These races will not significantly impact regular daily park visitation or visitor activities with the exception of the mountain bike trails being closed to the public on Sunday, April 5, 2009 for the competitive races. The mountain bike trails will be open to the public on Saturday, April 4th.

The organizers have scheduled volunteers to be stationed at roadway intersections in order to safely control vehicular traffic on the roadways during the event.

Background:

Several large events, including the proposed Single Track Stampede, Pure Austin Road Race, Austin Dilloman Triathlon, other bike races, triathlons and various fishing tournaments have been hosted in Travis County Parks in recent years.

Milton Reimers Ranch Park has long been a desired location for many types of recreational and educational activities. These activities have included rock climbing, guided nature hikes, bike races, and fishing. The size and diversity of the park, as well its location on the Pedernales River, make it ideal for hosting these kinds of out-door sporting events. The broad open areas of the park are able to facilitate the parking of large numbers of vehicles in designated areas.

This will be the second year that this event will be held at Milton Reimers Ranch Park and the race organizers state that over the event weekend approximately 350-500 participants will take part in this year's event, with a similar number of spectators. The participants will compete in races held on the existing mountain bike trails. Additional parking areas have been designated by park staff to accommodate the expected increase in vehicles that will be in the park for this event.

In November 2005 Travis County voters approved a bond package that included \$25.610,000 for the purchase, Master Planning and development of Southwest Metropolitan Park (Milton Reimer Ranch County Park) and Open Space in Precinct 3. Reimers Ranch Park has been Master Planned with the goal of enhancing historical usage of the park, such as mountain biking, rock climbing, fishing, and hiking.

While there have been smaller informal bike races held in the past at the park, there has been increasing demand for a large mountain bike event since Travis County acquired the property. The Single Track Stampede is one of the Texas Mountain Bike Racing Associations officially sanctioned races in this year's Texas Cross Country State Mountain Bike Series. The Single Track Stampede will attract participants from across the state to the park.

Required Authorizations:

County Attorney

Exhibits:

License Agreement

Certificate of Liability Insurance

JPG:dp

cc: Judi Ronkartz
Tenley Aldredge, CA
Charles Bergh, TNR Parks
Dan Chapman, TNR Parks
Dan Perry, TNR Parks
Michael Brewster, TNR Parks

LICENSE AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This License Agreement (this "Agreement") is made and entered into by and between Travis County, Texas, a political subdivision of the State of Texas ("County") and Austin Ridge Riders Mountain Bike Club ("Licensee"), a Texas non-profit organization.

WITNESSETH

THAT WHEREAS, Licensee desires to use certain property located in that park known as Travis County Reimers Ranch Park (the "County Park") for the purpose of holding Licensee's "Singletrack Stampede" mountain bike championship series race (the "Event"), and County desires to allow Licensee use of the County Park for such purpose; and

WHEREAS, Licensee fully understands the fragile nature of the habitat of the County Park and intends to fully cooperate and take whatever steps are necessary to minimize all impacts upon the various habitats during Licensee's use of the County Park and to restore the County Park to its original condition after Licensee has completed the Event.

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

I. GRANT OF LICENSE

1.1 County hereby grants a license to Licensee, its employees, agents, independent producers, contractors, and suppliers, to enter and use approved areas within the County Park in connection with the Event (the "License"). Specifically, the License includes the following privileges and is subject to the following conditions and restrictions:

1.1.1 Approved areas (the "Licensed Areas") include those roadways, trails, and park areas, together with their associated rights-of-way, shown on **Exhibit A**, attached hereto and made a part hereof for all purposes.

1.1.2 The mountain bike parking lot located within the County Park will be closed to the public on April 4 and April 5, 2009; the mountain bike trails located within the County Park will be closed to the public on

race day only (April 5, 2008); remaining areas within the County Park will remain open to the public. At least one month prior to Event commencement, Licensee agrees to post public notices of Mountain Bike Trail (MBT) closures on April 5, 2009 in both the County Park MBT parking lot and in the entry station; in addition, Licensee shall prepare and post signage along Hamilton Pool Road to alert motorists of anticipated increased vehicular and bicycle traffic during the Event.

1.1.3 The License includes the following rights and privileges: (a) the right to camp overnight, in strict accordance with existing County Park policy and rules; (b) the right (granted to Licensee and to third-party vendors, including Event direct sponsors and concessionaires) to display and sell products, merchandise and novelties, including food and non-alcoholic beverage items, in designated areas; (c) the right to utilize ATVs, at the discretion of County Park Rangers, to assist with various Event tasks during the Event.

1.1.4 Licensee shall conduct the Event in accordance with the statements and representations made by Licensee in the County Park Questionnaire attached hereto as **Exhibit B** and made a part hereof for all purposes.

1.2 All publicity, promotion and distribution rights arising out of or in connection with the Event, including all exhibition, advertising and exploitation products or services created or produced in connection therewith, shall be the sole property of Licensee, without exception and in perpetuity, and may be exploited in all media and markets and in all forms, whether known, unknown, or hereafter created. The License includes the right to bring onto the County Park and to utilize thereon personnel, personal property, materials and equipment during the term of the License

1.3 Licensee agrees to make no structural changes to the County Park. However, the License allows for superficial preparation to be made to the County Park to facilitate Licensee's Event needs, including: (a) temporary placement of trail signs and markings along race course, using materials pre-approved by County Park Rangers and staff; (b) preparatory trail maintenance; (c) pre-Event setup and staging activities; and (d) placement of a sufficient (as determined by the Parks Division) number of portable restrooms in the Licensed Areas so as to satisfy the restroom needs of anticipated Event participants, sponsors and attendees/spectators. Licensee agrees to leave the County Park in the same and as good a condition as when it was received, normal wear and tear excepted as determined by existing County parks policy. Licensee agrees to and shall repair, at its sole expense, within two months following conclusion of the Event, any trail damage caused by or in connection with the Event.

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

1.5 Licensee agrees to use only designated parking areas, as determined by Travis County Parks, a department within the Transportation and Natural Resources Department ("Travis County Parks") representative, to transport and park all vehicles and equipment brought into or onto the County Park by Licensee and its employees, agents, independent contractors and suppliers. At no time will Licensee be permitted to bring onto or into the County Park a number of vehicles that exceeds the capacity of the County Park parking lot, as determined by the Travis County Parks staff in its sole discretion.

1.6 During the License Term, as such term is defined below, Licensee agrees to take all reasonable measures to minimize noise and any other type of interference with or disruption of normal County Park business, including the use and enjoyment of the County Park by regular County Park visitors on those roadways or walkways that are not being used for purposes of the Event.

II. TERM OF LICENSE

2.1 The License is granted for the following days and hours (collectively, the "License Term"): (a) Friday, April 3, 2009 (purpose: setup and staging activities); (b) Saturday, April 4, 2009, beginning at approximately 7:00 a.m. (purpose: registration and payment of entry fees; traffic direction; parking and camping control starting and finish line setup; non-competition activities) and concluding at approximately 7:00 p.m. (except authorized campers); and (c) Sunday, April 5, 2009, beginning at approximately 6:30 a.m. and terminating at approximately 5:30 p.m. (purpose: race and associated raceday activities). Licensee acknowledges and agrees that such dates and times are subject to postponement and/or rescheduling due to any cause or reason beyond the control of Licensee or as determined to be necessary by County.

III. PAYMENT TO COUNTY

3.1 In consideration of the License granted hereunder, Licensee shall provide, at its own expense, all utilities such as electricity, water, garbage management and removal (including the provision of additional dumpsters and trash pick-up) and wastewater during Licensee's use of the County Park, as well as all traffic control devices determined to be necessary by Travis County Parks to aid in directing traffic and parking vehicles. In addition, all vehicles brought

into the County Park for purposes authorized under this Agreement, and all persons entering the County Park for the purpose of conducting the licensed activities, will be charged all normal and customary fees charged to the public. Travis County Parks staff will maintain a tally of those persons entering the County Park on behalf of Licensee (including Licensee's officials, employees, independent contractors and volunteers) by accepting Licensee-issued vehicle vouchers (one voucher per vehicle), which shall be presented to Parks staff prior to County Park entry; upon conclusion of the Event, County will present an invoice to Licensee, which Licensee shall pay immediately.

3.2 During the License Term, Licensee shall provide, at its own additional expense, security and emergency medical personnel through employment of Travis County Park Rangers, EMS System cleared medics and Licensee's "Mountain Bike Patrol Team" members who are certified in CPR and First Aid, as reasonably necessary (to be solely determined by Travis County Parks staff) to ensure the safety and integrity of the persons and property brought onto the County Park for the purposes authorized under this Agreement.

3.3 With respect to any additional expenses incurred by County above the expenses set forth herein, County shall invoice Licensee for the actual costs so incurred, and Licensee shall remit payment to County for the invoice amounts within thirty (30) days of receipt of invoice(s).

IV. PERMITS

4.1 Licensee shall be solely responsible for the costs and the securing of any permits required by the City of Austin, the Lower Colorado River Authority, or other governmental entities.

V. CONTROL OF TRAVIS COUNTY

5.1 Licensee and its agents shall at all times obey the direction and commands of the Executive Manager of the Travis County Transportation and Natural Resources Department, or his designees (including the Director of Travis County Parks and any and all Travis County Park Rangers), while in the County Park.

5.2 Licensee agrees to attend a pre-site meeting with TNR representatives prior to commencement of the Event. Licensee shall be responsible for contacting Dan Perry, District Manager, Travis County Parks, or other authorized Travis County Parks representative, in order to arrange a time and location for such pre-site meeting that is mutually agreeable to the parties.

5.3 Licensee and its agents shall at all times follow the Travis County Parks Rules, which TNR staff shall provide to Licensee prior to commencement of the activities licensed hereunder.

5.4 Licensee and its agents acknowledge and agree that disorderly conduct or assault, as defined by the Texas Penal Code, will not be tolerated. Such actions include, but are not limited to, abusive, indecent, profane or vulgar language that might cause a breach of the peace, or threatening or causing physical contact with someone else who might consider the contact offensive.

5.5 Any disregard of the directions, restrictions, rules or regulations referenced in this section shall be grounds for immediate revocation of the License by the Executive Manager of the Travis County Transportation and Natural Resources Department, the Director of Travis County Parks, or their designated representatives, and such action is expressly authorized herein by the Travis County Commissioners Court.

VI. USE AND REPAIRS

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

VII. INDEMNIFICATION

7.1 LICENSEE AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, NEGLIGENCE, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS' FEES, FOR INJURY TO OR INJURY TO OR DEATH OF ANY PERSON, FOR ANY ACT OR OMISSION BY LICENSEE, OR FOR DAMAGE TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR LICENSEE'S USE OF THE COUNTY PARK.

7.2 Without in any way limiting the liability of Licensee or its obligations under this Agreement, Licensee agrees to maintain during the term of the License Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$600,000 per occurrence and \$1,000,000 in the aggregate, with Travis County named as an additional insured. Licensee has provided County with a certificate from its carrier evidencing such insurance, which certificate is attached hereto as **Exhibit B** and made a part hereof.

VIII. SAFETY

8.1 County reserves the right to prohibit persons from entering the County Park at any time safety may be a concern.

IX. AMENDMENTS

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

X. NON-ASSIGNMENT OF RIGHTS

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

XI. NOTICES

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

If to Licensee: Judi Ronkartz
President
Austin Ridge Riders Mountain Bike Club
P.O. Box 300014
Austin, Texas 78703-0014
www.austinridgeriders.com

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

And: Joe Gieselman (or successor)
Executive Manager

Travis County Transportation and
Natural Resources Department
P.O. Box 1748
Austin, Texas 78767

XII. VENUE AND CHOICE OF LAW

12.1 THE OBLIGATIONS AND UNDERTAKINGS OF EACH OF THE PARTIES TO THIS AGREEMENT SHALL BE PERFORMABLE IN TRAVIS COUNTY, TEXAS, AND THIS LICENSE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

XIII. MEDIATION

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

XIV. ENTIRETY OF AGREEMENT

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

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

TRAVIS COUNTY:

By: _____
Samuel T. Biscoe
Travis County Judge

Date: _____

LICENSEE:

By: _____

Judi Ronkartz
President, Austin Ridge Riders Mountain Bike Club

Date: _____

EXHIBIT B
INSURANCE CERTIFICATE OF LICENSEE
(to be attached)

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

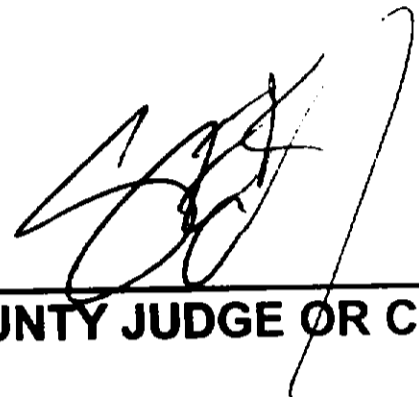
Please consider the following item for:

DATE OF VOTING SESSION: January 27, 2009

**A. REQUEST MADE BY: Commissioner Sarah Eckhardt, Precinct 2
(Elected/Appointed Official/Executive Mgr/County Attorney)**

B. REQUESTED TEXT:

CONSIDER AND TAKE APPROPRIATE ACTION ON A REQUEST BY MIKE MCMINN FOR ALTERNATIVE FILING FEES FOR HIS SHORT FORM SUBDIVISION PLAT.
(COMMISSIONER ECKHARDT)



COUNTY JUDGE OR COMMISSIONER

- A. Any backup material to be presented to the Court must be submitted with this Agenda Request (Original(s) & 8 copies).**
- B. Please list all of the agencies or officials' names and telephone numbers that might be affected by or involved with this request. The originating department should send a copy of this Agenda Request and backup to them:**

REQUIRED AUTHORIZATIONS: PLEASE CHECK IF APPLICABLE:

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

PURCHASING OFFICE (854-9700)

Bid, Purchase Contract, Request for Proposals

COUNTY ATTORNEY'S OFFICE (854-9415)

Contract, Agreement, Policy & Procedure

RECEIVED
COUNTY CLERK'S OFFICE
09 JAN 21 AM 9:02

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.

Travis County Commissioners Court Agenda Request

Voting Session 1/27/09
(Date)

Work Session _____
(Date)

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

B. Requested Text: Consider and take appropriate action to:
Approve the acceptance of dedication of public street and drainage facilities within Rocky Point – a subdivision in Precinct Three; and
Notify Court of satisfactory construction of the private streets within Rocky Point – a subdivision in Precinct 3.

C. Approved by: _____
Commissioner Karen Huber, Precinct Three

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

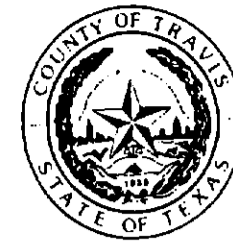
B. Have the agencies affected by this request been invited to attend the Work Session?
Yes X No _____ Please list those contacted and their phone numbers:

- | | | | |
|-----------------------|------------|------------------|------------|
| <i>AB</i> Anna Bowlin | - 854-9383 | Jamie Mancillas | - 854-9383 |
| Don Ward <i>DW</i> | - 854-9383 | Gayla Dembkowski | - 854-9383 |
| Patricia Moreno | - 266-3314 | | |

III. Required Authorizations: Please check if applicable:

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

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



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

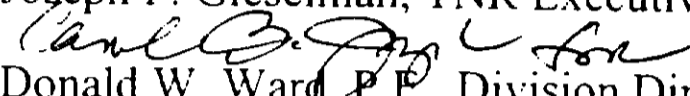
411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
(512) 473-9383
FAX (512) 708-4649

MEMORANDUM

DATE: January 15, 2009

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: To approve the acceptance of dedication of public street and drainage facilities of two portions of West Darleen Drive Extension, which were constructed with the Rocky Point Subdivision project – a project in Precinct Three; and to notify Court of satisfactory construction of the private streets within the Rocky Point Subdivision – a subdivision in Precinct 3.

Summary and TNR Staff Recommendation

The two portions of West Darleen Drive Extension were dedicated by two separate plats. The portion being to the south of the Rocky Point subdivision was dedicated as part of Re-subdivision #5 of Trails End. The portion to the north of the Rocky Point subdivision was dedicated as part of Valle Verde Beach. In regards to the Rocky Point subdivision and its private street, it was recorded February 8, 2006 at document #200600037. This subdivision and the two portions of West Darleen Drive Extension have been inspected for conformance with approved plans and specifications as listed.

The two portions of West Darleen Drive Extension have received a positive inspection by a Travis County inspector. These two portions 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 subdivision is accepted before the one-year performance period has ended. With this said, due to the fact that these portions of West Darleen Drive Extension were initially inspected approximately one year ago, Travis County will consider the time between then and now as the performance period.

The north portion of West Darleen Drive Extension is connected to Travis County's road maintenance system by an already accepted portion of Beach Road. The south portion is connected to Travis County's road maintenance system by an already accepted portion of West Darleen Drive Extension. This action will add a total of 0.10 miles to the Travis County road system. TNR staff recommends approval and acceptance of the two portions of West Darleen Drive Extension.

January 15, 2009

Page 2

In regards to the private street within the Rocky Point subdivision, it has also received a positive inspection by a Travis County inspector. According to Standards for Construction of Streets and Drainage in Subdivisions [§82.401(c)(2)] adopted by Travis County Commissioners' Court August 28, 1997, the Executive Manager will notify the Commissioners' Court of the satisfactory construction of public and private improvements. Upon approval of the private improvements, the Executive Manager will release the security for the private improvements.

This private street is accessed from the north and south by the two portions of West Darleen Drive Extension that are being accepted for maintenance as part of this action. TNR staff recommends approval of the private street's construction. Staff also recommends that all fiscal being held for this project be released.

Budgetary and Fiscal Impacts:

All fiscal posted for this project will be release once approved by Commissioners' Court.

Issues and Opportunities:

This insures that not only is the private street subdivision built to public street standards, but that there is a collective body in place to maintain the private street of this subdivision for the respective residents. It also insures that the private street of Rocky Point is connected to a Travis County maintained road.

Required Authorizations:

The Road Maintenance and Fleet Services Department.

Exhibits:

TNR Approval Letter

List of Streets

Requirements for Approval

Subdivision Location Maps

PS:DW:ps

1105 Rocky Point



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: January 9, 2009

DEVELOPER:

Rocky Navarro

Rockland Investment Corp.

3501 Bee Creek Road

Spicewood, TX 78669

ENGINEER:

Kurt Prossner, P.E.

13377 Pond Springs Road Suite 104

Austn, TX 78729

SUBJECT: Rocky Point

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 to Travis County Standards.

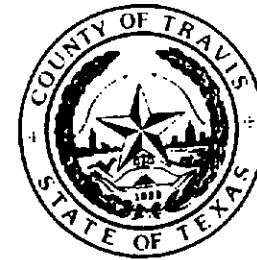
All items have been received

BY: Patricia M. Moreno
TNR Construction Inspector – Patricia Moreno

Paul Scoggins
TNR Engineering Specialist – Paul Scoggins

Don Ward
TNR Road Maintenance – Don Ward

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

CONSTRUCTION ACCEPTANCE AND RECOMMENDATION FOR FISCAL
RELEASE -PRIVATE STREET SUBDIVISION

DATE: January 9, 2009

Developer:

Rocky Navarro
Rockland Investment Corp.
3501 Bee Creek Road
Spicewood, TX 78669

Engineer:

Kurt Prossner, P.E.
13377 Pond Springs Road Suite 104
Austin, TX 78729

SUBJECT: Rocky Point

Effective this date, streets and/or drainage construction within this subdivision, appear to be in conformance with the Permitted Construction Documents. The streets of this subdivision will not be accepted for maintenance by Travis County but will be released to the Homeowners Association for maintenance.

When the Developer has furnished to Travis County all of the documents in the "Requirements for Approval of Construction – Private Street Subdivisions" (attached), the Executive Manager of Transportation and Natural Resources Department will notify the Commissioners Court of the satisfactory completion of the private streets. Upon approval of the private improvements, the Executive Manager will fully release the Security for the private improvements.

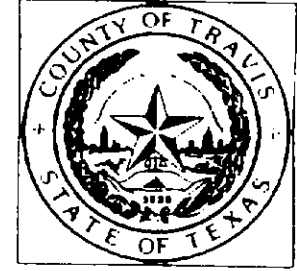
OTHER REMARKS:

See attached "Requirements for Approval of Construction"

BY: Patricia M. Moore
Travis County TNR Construction Inspector

Paul Suggins
Engineering Specialist

ACCEPTANCE OF DEDICATION OF STREETS AND DRAINAGE



Atlas No. P-05

Two Portions of West Darleen Drive Extension
One portion in Valle Verde Beach Subdivision
One Portion in Re-subdivision #5 of Trails End

Pct.# 3

Mapsco No. 401N

Valle Verde Beach - RECORDED AT BK 16. PG 14 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, 9/17/1962.

Re-sub #5 of Trails End - RECORDED AT BK 16. PG 36 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, 10/22/1996

#	STREET NAME	FROM - TO	TYPE OF WIDTH OF CURB &					
			L.F.	MILES	ROW	PVMNT	PVMNT	GUTTER
1	West Darleen Dr Extension	Intersection w/Beach Rd south ~320'; and	320	0.06	50'	HMAC	18'	NA
		Intersection w/West Darleen Dr north ~210'	210	0.04	60'	HMAC	18'	NA

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

IT IS RECOMMENDED THAT MAINTENANCE OF THE STREET NUMBERED 1 TOTALING 0.10 MILES BE ACCEPTED BY THE TRAVIS COUNTY COMMISSIONERS' COURT IN PRECINCT 3

27-Jan-09

DATE

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

Don W. Ward, PE
Division Director
Road & Bridge

DATE APPROVED BY TRAVIS COUNTY
COMMISSIONERS COURT



TRANSPORTATION & NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

**Rocky Point Subdivision
REQUIREMENTS FOR APPROVAL OF CONSTRUCTION
PUBLIC STREET SUBDIVISIONS PER STANDARDS FOR CONSTRUCTION OF STREETS
AND DRAINAGE IN SUBDIVISIONS - AUGUST 28, 1997**

- 7/28/08 1. Professional Engineer's certification of quantities of work completed (**Engineer's Concurrence Letter**). § 82.401(c)(1)(A) § 82.604(c)(2)
- NA 2. Construction Summary Report, if in COA ETJ, **signed** by COA inspector. §82.604(c)(1)
- 7/28/08 3. Contractor's (signed) invoice or receipt of payment for work completed. §82.401(a)(1)(B)
- 11/12/08 4. Reproducible Plans, certified as "**Record Drawings**" or "**As Built**", 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.
- TNR
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)
- NA 7. A detailed 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)
- 1/9/09 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 const. before recommending acceptance to Commissioners Court.**
- 11/12/08 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.**)



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

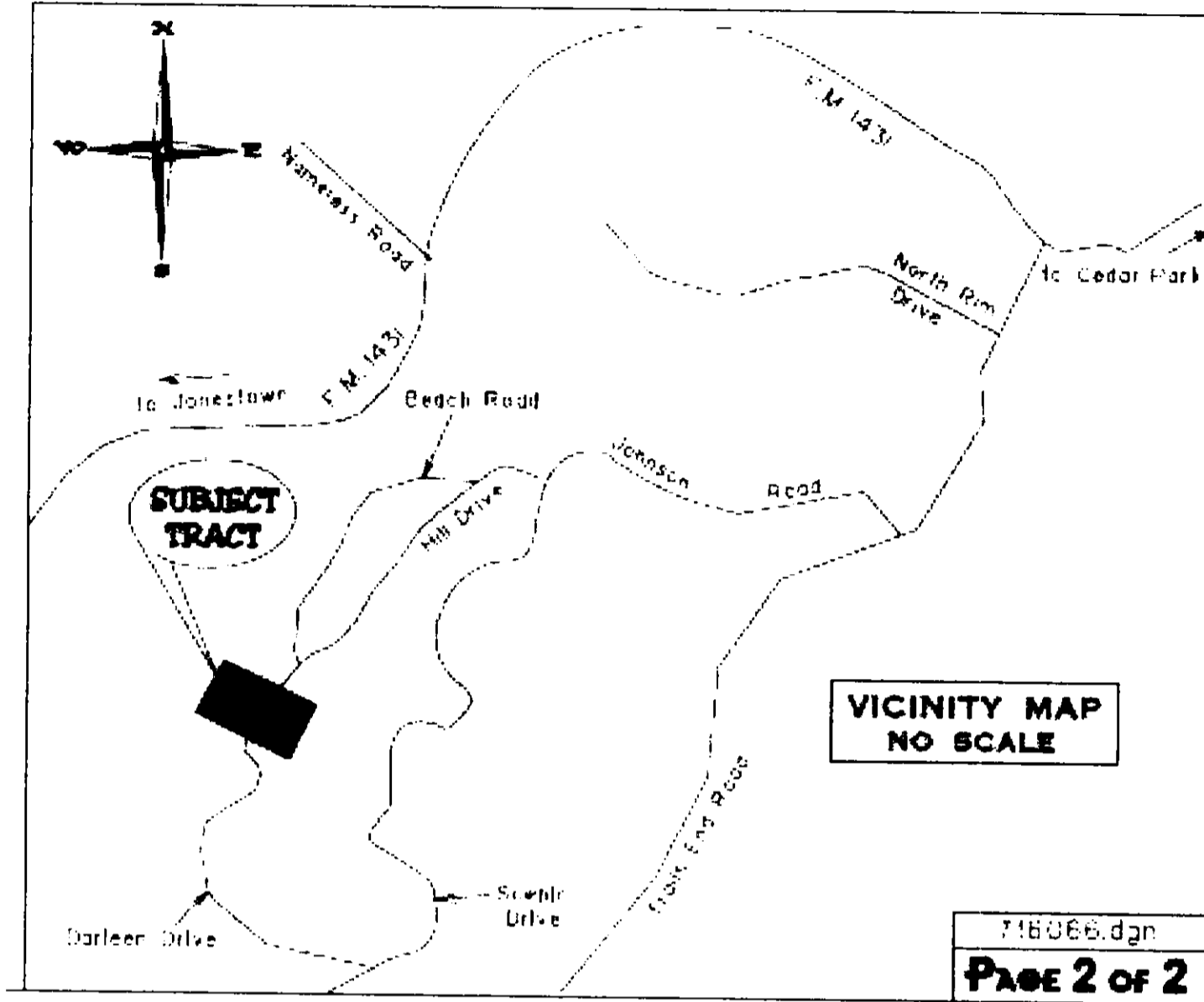
**Rocky Point Subdivision
REQUIREMENTS FOR APPROVAL OF CONSTRUCTION
JOINT USE DRIVEWAY SUBDIVISIONS PER STANDARDS FOR CONSTRUCTION
OF STREETS AND DRAINAGE IN SUBDIVISIONS - AUGUST 28, 1997**

- 7/28/08 1. Professional Engineer's certification of quantities of work completed (Engineer's Concurrence Letter) § 82.401(c)(1)(A) § 82.604(c)(2)
- NA 2. Construction Summary Report § 82.604(c)(1)
- 7/28/08 3. Contractor's invoice or receipt of payment for work completed § 82.401(c)(1)(B)
- 11/12/08 4. Reproducible Plans, certified as "Record Drawings", by the Owner's Consulting Engineer § 82.604(c)(3)
- NA 5. **If applicable**, a copy of the Conditional Letter of Map Amendment or Revision from FEMA and the completed application for a Letter of Map Amendment or Revision § 82.604(c)(5)
- 1/9/09 6. A TNR inspection report, indicating the completion of that portion of the work represented by the reduction of fiscal (streets and drainage, including detention ponds and common area sidewalks and traffic control devices shown on the approved traffic control plan) § 82.401(c)(1)(C)
- 11/12/08 7. Approval of other agencies - cities, **if in their ETJ**; Municipal or other Utility Districts
- 7/28/08 *8. The Certificate of Incorporation of the Homeowners Association filed with the Texas Secretary of State, **if any**.
- 7/28/08 *9. A recorded copy of the Declaration of Covenants, Conditions, and Restrictions (AND/OR Declaration of Joint Use Access, Public Utility, and Drainage Easement), showing the responsibility of the property owners to maintain the streets and drainage.

* These two items are in lieu of warranty bond, sidewalk fiscal posting and ADA statement.

Rocky Point Subdivision

Location Map

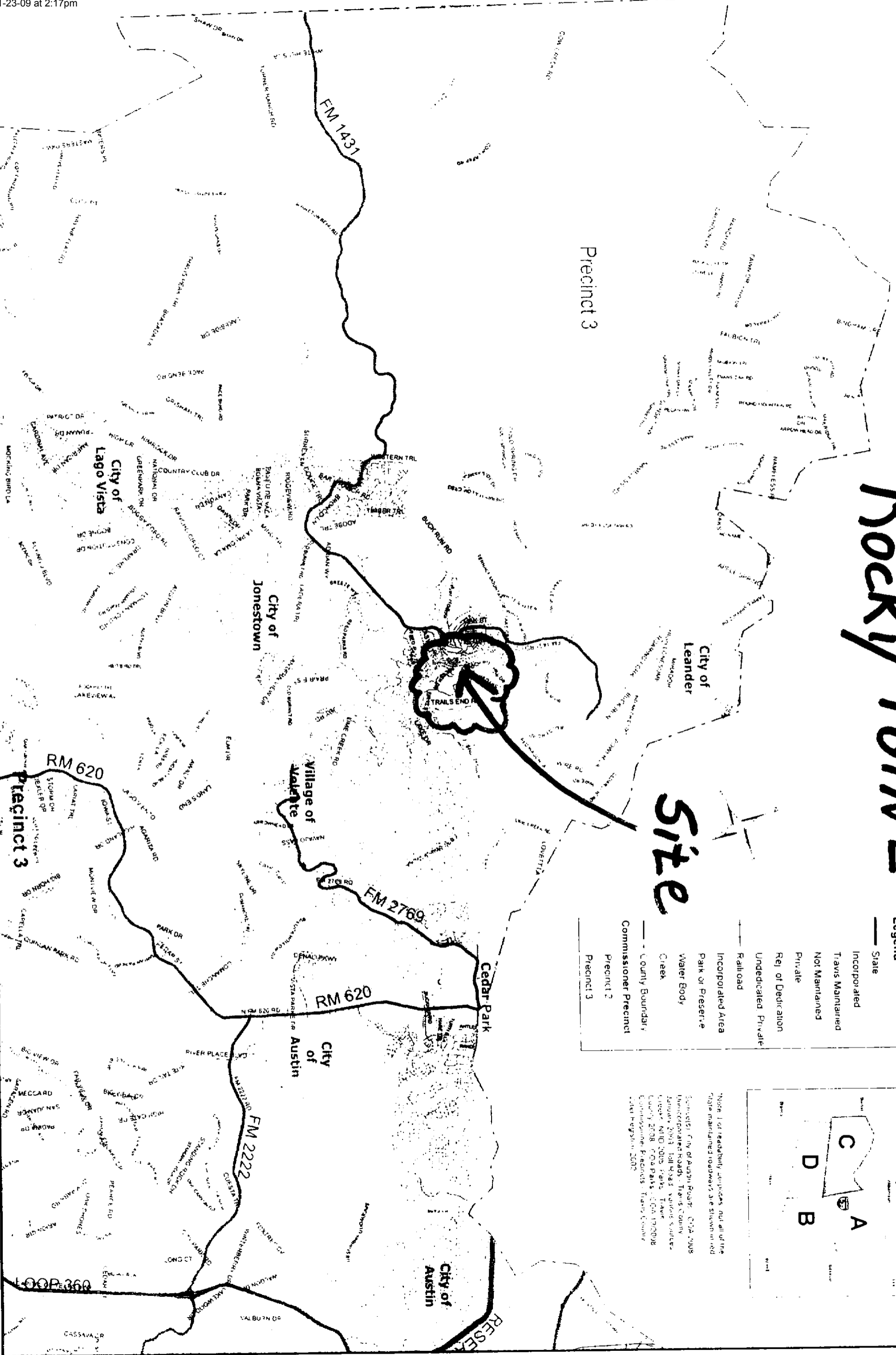


Travis County Roadways, Map C

Rocky Point

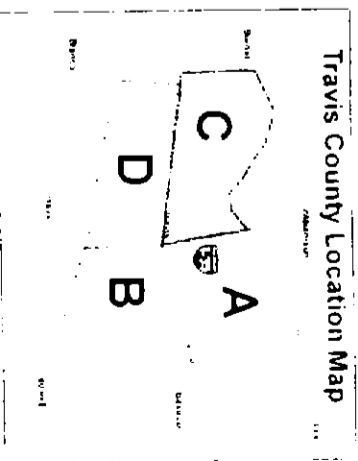
Site

Precinct 3



Legend

- State
- Incorporated
- Travis Maintained
- Not Maintained
- Private
- Rel. of Dedication
- Undedicated Private
- Railroad
- Incorporated Area
- Park or Preserve
- Water Body
- Creek
- County Boundary
- Commissioner Precinct
- Precinct 2
- Precinct 3



Note: 1 of readability purposes, not all of the state maintained roadways are shown on this map.

Copyright © City of Austin Roadway, 2008. 2008. Incorporated roads - Travis County January 2003. Not Maintained roads - Travis County January 2003. Private roads - Travis County January 2003. Rel. of Dedication - Travis County January 2003. Undedicated Private roads - Travis County January 2003. Water bodies - Travis County January 2003. Creeks - Travis County January 2003. Railroads - Travis County January 2003.

20

TRAVIS COUNTY COMMISSIONERS' COURT AGENDA REQUEST

Voting Session: 1/27/09

Work Session: _____

Carol G. Gieselman

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

B. Requested Text:

Approve License Agreement with Team Hotel San Jose, LLC for a bike race at Pace Bend Park.

C. Approved by: _____
Karen Huber, Precinct 3 Commissioner

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

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

- Bryan Leuenberger, Team Hotel San Jose, L.L.C. 619-8297
- Tenley Aldredge, CA 854-9383
- Charles Bergh, TNR Parks 854-9437
- Robert Armistead 854-9831
- Dan Chapman, TNR Parks 854-7275
- Dan Perry, TNR Parks 854-7275
- Keith Rawlings, TNR Parks 264-3951

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

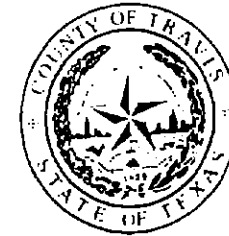
- _____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

- _____ Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: This Agenda Request complete with backup memorandum and exhibits should be submitted to the County Judge's Office no later than 5:00 PM on Monday

for the following week's meeting. Late or incomplete requests may be deferred to the next subsequent meeting.



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-9436

January 21, 2009

MEMORANDUM

TO: Members of the Commissioners' Court
Joseph P. Gieselman
FROM: Joseph P. Gieselman, Executive Manager

SUBJECT: Approve License Agreement with Team Hotel San Jose, LLC for a bike race at Pace Bend Park.

Proposed Motion:

Approve License Agreement with Team Hotel San Jose, LLC for a bike race at Pace Bend Park.

Summary and Staff Recommendation:

Team Hotel San Jose, LLC (THSJ) is requesting the use of Pace Bend Park on February 23, 2008, to host the Pace Bend Road Race, the largest bicycling road race in the State of Texas. THSJ is not requesting exclusive use of the park, therefore, no special use fees will be charged. However, all event participants, vendors, sponsors, and volunteers will pay the regular per vehicle daily park entrance fees. The Licensee will establish a fixed staging and finish area and will be responsible for setup and dismantling of any tents or other structures associated with the races. All participants will park in designated; pre-approved areas located within Pace Bend Park and associated rights of way. The races are to be confined within the park with the road race confined to the paved roadways inside the park. The race is sanctioned by the Texas Bike Racing Association (TXBRA). The Licensee has added Travis County as an Additional Insured for this race. The Licensee will employ off-duty Park Rangers and emergency medical staff to provide security, respond to emergency medical calls, and to resolve any conflicts with regular park users. Staff recommends approval of this licensing agreement.

Budgetary and Fiscal Impact:

All vehicles being brought into the park for purposes associated with this the licensing activities will be charged regular per vehicle daily park entrance fees.

Issues and Opportunities:

The races are scheduled to start at 8:00 AM and will conclude no later than 3:00 PM on Sunday, February 22, 2008. This time frame will not significantly impact regular daily park visitation or visitor activities. The organizers have scheduled volunteers to be stationed at all pavement intersections in order to safely control vehicular traffic on the pavement during the race.

Background:

Several large events, including the Pace Bend Road Race, other bike races, triathlons and various fishing tournaments, have been held in County Parks in the past. Staff recommends that for the protection of County liability and resources, a license agreement should be executed for these types of large-scale events.

Pace Bend Park has long been a desired location for many types of competitive events. These events have ranged from orienteering to bike races and triathlons to fishing tournaments due to the size and diversity of the park as well it's location on Lake Travis. The paved loop road in the park is attractive to bicycle race organizers due to its length, rolling topography and ease of access. The broad open areas of the park are able to facilitate the parking of large numbers of vehicles.

In addition, this year's road race has been selected to be a part of the inaugural Texas Premiere Cup competition for 2009. Premier status makes this event part of the Texas Premier Cup, which is a select point's competition that includes the six premier cycling events throughout the State of Texas.

Last year, the Pace Bend Road Race had 600 participants, many of whom traveled to the area from out of town. The Pace Bend Road Bike Race is considered to be the largest road bike race in the State of Texas. THSJ, the event organizer, is anticipating upwards of 700 to 800 participants this year.

Required Authorizations:

None

Exhibits:

License Agreement
Certificate of Liability Insurance

JPG:dp

xc: Barry Lee, San Jose Racing, L.L.C.
Tenley Aldredge, CA
Charles Bergh, TNR Parks
Robert Armistead, TNR Parks
Dan Chapman, TNR Parks
Dan Perry, TNR Parks
Keith Rawlings, TNR Parks

LICENSE AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This License Agreement (this "Agreement") is made and entered into by and between Travis County, Texas, a political subdivision of the State of Texas ("County") and Team Hotel San Jose, LLC ("Licensee"), a Texas organization.

WITNESSETH

THAT WHEREAS, Licensee desires to use certain property located in that park known as Travis County Pace Bend Park (the "County Park") for the purpose of holding Licensee's "Pace Bend Road Race" (the "Event"), and County desires to allow Licensee use of the County Park for such purpose; and

WHEREAS, Licensee fully understands the fragile nature of the habitat of the County Park and intends to fully cooperate and take whatever steps are necessary to minimize all impacts upon the various habitats during Licensee's use of the County Park and to restore the County Park to its original condition after Licensee has completed the Event.

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

I. GRANT OF LICENSE

1.1 County hereby grants a license to Licensee, its employees, agents, independent producers, contractors, and suppliers, to enter and use approved areas within the County Park in connection with the Event (the "License"). Approved areas include those roadways, trails, and park picnic areas, together with their associated rights-of-way, shown on **Exhibit A**, attached hereto and made a part hereof for all purposes. The County Park will remain open to the public during the Event.

1.2 All publicity, promotion and distribution rights arising out of or in connection with the Event, including all exhibition, advertising and exploitation products or services created or produced in connection therewith, shall be the sole property of Licensee, without exception and in perpetuity, and may be exploited in all media and markets and in all forms, whether known, unknown, or hereafter created. The License includes the right to bring onto the County Park

and to utilize thereon personnel, personal property, materials and equipment during the term of the License, and the right to permit third-party vendors (event sponsors) to display and sell products, merchandise and novelties, including food and non-alcoholic beverages items, in designated (pre-approved) areas.

1.3 Licensee agrees to make no structural changes to the County Park. However, the License allows for superficial preparation to be made to the County Park to facilitate Licensee's Event needs, including: (a) temporary placement of signage and traffic markers/safety cones along the race course and at entrances to the County Park campground, parking areas and boat dock, using materials pre-approved by County Park Rangers and staff; (b) pre-Event setup and staging activities; (c) posting of public notices at the County Park entrance at least one week prior to Event commencement for the purpose of informing parkgoers of the Event; and (d) placement of a sufficient number of portable restrooms so as to satisfy the restroom needs of anticipated Event participants, spectators and sponsors. Licensee agrees to leave the County Park in the same and as good a condition as when it was received, normal wear and tear excepted as determined by existing County parks policy.

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

1.5 Licensee agrees to use only designated parking areas, as determined by the Travis County Parks Division of the Transportation and Natural Resources Department ("the Parks Division") representative, to transport and park all vehicles and equipment brought into or onto the County Park by Licensee and its employees, agents, independent contractors and suppliers. At no time will Licensee be permitted to bring onto or into the County Park a number of vehicles that exceeds the capacity of the County Park parking lot, as determined by the Parks Division staff in its sole discretion.

1.6 During the License Term, as such term is defined below, Licensee agrees to take all reasonable measures to minimize noise and any other type of interference with or disruption of normal County Park business, including the use and enjoyment of the County Park by regular County Park visitors on those roadways or walkways that are not being used for purposes of the Event.

II. TERM OF LICENSE

2.1 The License is granted for one day: Sunday, February 22, 2009, commencing at approximately 6:00 a.m. and terminating at approximately 5:00

p.m. (the "License Term"). Licensee acknowledges and agrees that such dates and times are subject to postponement and/or rescheduling due to any cause or reason beyond the control of Licensee or as determined to be necessary by County.

III. PAYMENT TO COUNTY

3.1 In consideration of the License granted hereunder, Licensee shall provide, at its own expense, all utilities such as electricity, water, garbage removal and wastewater during Licensee's use of the County Park. In addition, all vehicles brought into the County Park for purposes authorized under this Agreement, and all persons entering the County Park for the purpose of conducting the licensed activities, will be charged all normal and customary fees charged to the public.

3.2 During the License Term, Licensee shall provide, at its own additional expense, security and emergency medical personnel through employment of Travis County Park Rangers and EMS System cleared medics as reasonably necessary (to be solely determined by the Division of Parks) to ensure the safety and integrity of the persons and property brought onto the County Park for the purposes authorized under this Agreement.

3.3 With respect to any additional expenses incurred by County above the expenses set forth herein, County shall invoice Licensee for the actual costs so incurred, and Licensee shall remit payment to County for the invoice amounts within thirty (30) days of receipt of invoice(s).

IV. PERMITS

4.1 Licensee shall be solely responsible for the costs and the securing of any permits required by the City of Austin, the Lower Colorado River Authority, or other governmental entities.

V. CONTROL OF TRAVIS COUNTY

5.1 Licensee and its agents shall at all times obey the direction and commands of the Executive Manager of the Travis County Transportation and Natural Resources Department, or his designees (including the Director of the Parks Division and any and all Travis County Park Rangers), while in the County Park.

5.2 Licensee agrees to attend a pre-site meeting with TNR representatives prior to commencement of the Event. Licensee shall be responsible for contacting Keith Rawlings, Park Supervisor, or other authorized

Parks Division representative, in order to arrange a time and location for such pre-site meeting that is mutually agreeable to the parties.

5.3 Licensee and its agents shall at all times follow the Travis County Parks Rules, which TNR staff shall provide to Licensee prior to commencement of the activities licensed hereunder.

5.4 Licensee and its agents acknowledge and agree that disorderly conduct or assault, as defined by the Texas Penal Code, will not be tolerated. Such actions include, but are not limited to, abusive, indecent, profane or vulgar language that might cause a breach of the peace, or threatening or causing physical contact with someone else who might consider the contact offensive.

5.5 Any disregard of the directions, restrictions, rules or regulations referenced in this section shall be grounds for immediate revocation of the License by the Executive Manager of the Travis County Transportation and Natural Resources Department, the Director of the Parks Division, or their designated representatives, and such action is expressly authorized herein by the Travis County Commissioners Court.

VI. USE AND REPAIRS

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

VII. INDEMNIFICATION

7.1 LICENSEE AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, NEGLIGENCE, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR ANY ACT OR OMISSION BY LICENSEE, OR FOR DAMAGE TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR LICENSEE'S USE OF THE COUNTY PARK.

7.2 Without in any way limiting the liability of Licensee or its obligations under this Agreement, Licensee agrees to maintain during the term of the License Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$600,000 per occurrence and \$1,000,000 in the aggregate, with Travis County named as an additional insured. Licensee

has provided County with a certificate from its carrier evidencing such insurance, which certificate is attached hereto as **Exhibit B** and made a part hereof.

VIII. SAFETY

8.1 County reserves the right to prohibit persons from entering the County Park at any time safety may be a concern.

IX. AMENDMENTS

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

X. NON-ASSIGNMENT OF RIGHTS

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

XI. NOTICES

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

If to Licensee: Team Hotel San Jose, LLC
c/o Brian Leuenberger
bryanleuenberger@mac.com
1411 Sanchez
Austin, Texas 78702

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

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

XII. VENUE AND CHOICE OF LAW

12.1 THE OBLIGATIONS AND UNDERTAKINGS OF EACH OF THE PARTIES TO THIS AGREEMENT SHALL BE PERFORMABLE IN TRAVIS COUNTY, TEXAS, AND THIS LICENSE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

XIII. MEDIATION

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

XIV. ENTIRETY OF AGREEMENT

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

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

*Please date
on next page*

TRAVIS COUNTY:

By: _____
Samuel T. Biscoe

Travis County Judge
Date: _____

LICENSEE:

By: _____
Brian Leuenberger
Team Hotel San Jose, LLC

Date: _____

EXHIBIT A

Licensed Areas in Pace Bend Park

EXHIBIT B
INSURANCE CERTIFICATE OF LICENSEE
(to be attached)

21

TRAVIS COUNTY COMMISSIONERS' COURT AGENDA REQUEST

Voting Session: January 27, 2009

Work Session: _____

(Sign) _____

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

B. Requested Text: Consider and take **appropriate** action regarding the transfer of 826.546 acre Volente Mitigation Tract from Grason Volente Investments, LTD., to Travis County and **acceptance** of operation and maintenance responsibility to be managed as part of the Balcones Canyonlands Preserve.

C. Approved by: _____
Karen Huber, County Commissioner, Precinct 3

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

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

- Greg Hammonds (512) 684-3881
- David Hartman (512) 225-1704
- Jeffrey Hubenak (512) 305-4807
- Carol Joseph, John Hille, Jon White, Rose Farmer, Cynthia McDonald, Greg Chico, Kevin Connally, Jennifer Brown, Donna Williams-Jones (TNR)
- Bill Seawell, USFWS (512)-490-0057

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

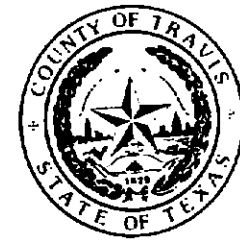
- _____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

- ___X___ Contract, Agreement, Policy & Procedure

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

RECEIVED
COUNTY CLERK
09 JAN 21 PM 2:44



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4648

January 27, 2009

MEMORANDUM

TO: Members of the Commissioners' Court

FROM: Joseph P. Gieselman, Executive Manager

SUBJECT: Consider and take appropriate action regarding the transfer of 826.546 acre Volente Mitigation Tract from Grason Volente Investments, LTD., to Travis County and acceptance of operation and maintenance responsibility to be managed as part of the Balcones Canyonlands Preserve.

Summary and Staff Recommendation:

A. Fee Simple Transfer

Grason Volente Investments, Ltd. wishes to transfer fee simple ownership of an 826.546 acre mitigation tract to Travis County's Natural Resources Program to be managed under the terms and requirements of the Balcones Canyonlands Conservation Plan (BCCP). This tract, located off of FM 2769 northeast of the Village of Volente, was set aside as mitigation for development under an individual 10(a)1(b) permit (# TE 806831) issued by the U.S. Fish and Wildlife Service (USFWS) to Grason Volente Investments, Ltd. County staff has inspected the property, negotiated operation and management terms with the developer and worked out details of the land transfer and management requirements for the Tract to be incorporated into the Balcones Canyonlands Preserve (BCP, see Purchase Contract attached).

The Volente Mitigation Tract provides habitat for the Golden-cheeked warbler (*Dendroica chrysoparia*) and consists primarily of upper plateaus and canyon areas. The Tract is located in the Cypress Creek Macrosite and had been set aside by the developer since 1996 as the mitigation for the loss of endangered species habitat associated with the authorized development.

This preserve acreage is already included in the current quantification of the BCP acreage totals and therefore acceptance by Travis County will not achieve a net decrease in the remaining acquisition acreage obligation. However, accepting ownership of this land offers Travis County the opportunity to manage it in a manner that ensures the success of the BCCP permit. This management obligation is justified by the need for uniform, high quality land management on this Tract. The USFWS has given notice of their approval and support of this transfer.

B. O&M Funding

Short term funding for Operation and Management (O&M) of the Mitigation Tract will be paid by Grason Volente to Travis County as described in the Purchase Contract. Long term funding for management of the mitigation tract will come from Travis County's Tax Benefit Financing (TBF) mechanism established in the City of Austin and Travis County Interlocal Agreement/Shared Vision Agreement and included in the BCCP 10(a) permit.

The short term O&M funding to be paid at closing will include \$47,632 in "Annual Costs" to pay for ongoing staffing and equipment, \$22,130 in One time costs at the start for biological and patrol vehicles/equipment and development of the required tract Land Management Plan, and \$146,624.15 to pay for preserve boundary fences. These "Basic Land Management" costs are needed in order to manage this tract to meet the terms and conditions of the BCCP permit and Land Management Plan.

Long term funding will be paid using the BCCP's Tax Benefit Financing mechanism which is a funding source for Travis County that provides funding for Preserve land acquisition and long term land management as established in the City of Austin and Travis County Interlocal Agreement/Shared Vision Agreement and included in the BCCP 10(a) permit. Once the "Total Improvement Value" on the Grason Volente development property reaches \$18 million, this will generate TBF funds to Travis County sufficient to cover the "Basic Land Management Costs" for the Volente Mitigation Tract. Once this value has been reached, the developer payments for land management will cease.

C. License for Resident Access and O&M

In addition, there is an option for residential access that would provide additional payments to Travis County. Under this Purchase Agreement, Grason Volente Ltd. will retain a "License for Resident Access" that will allow the Volente Homeowners Association (HOA) the option of having access for the Volente development residents to two trails within the preserve that total about 3 miles. Prior to the start of this Access License, the HOA would notify Travis County a minimum of 6 months in advance of their wish to exercise this option. This notification would then trigger the HOA to begin paying Travis County the additional access management costs, install trail access gates with access controls, implement any trail improvements, and submit a Trail Plan for Travis County approval describing the system of training/permitting for the residents, describe how they would operate the trail access program, and how they will maintain the trails. Access will limit the residents strictly to the approved trails. Initiating this process would require that the HOA submit a Trail Plan for Travis County approval which will include design and construction of the trails and trailheads with access controls, a description of how the trail access program would be operated, how required training and/or permitting for the residents would be implemented and enforced. Exercising this option also requires the HOA to make additional annual trail access operations and management payments to Travis County to offset the additional County expense associated with monitoring and managing the habitat near these trail systems. Access will limit the residents strictly to the approved trails and only during the non-nesting season for the endangered GCWA.

From this early notification period forward, the HOA would be required to remit the following over and above the "Basic Land Management Costs" to provide for the "Access Management

Costs” which are an additional \$52,140 in Annual Costs and \$28,650 in additional One Time Costs. This six month early notification will allow Travis County time to provide additional staffing and equipment needed to manage this Access program which will involve coordination with the HOA, reviewing trail plans, working with the HOA on a resident training program, coordination of gate and sign installation, and a monitoring program once access has started to ensure safety of the residents and to ensure no damage to the preserve species or habitats occur. Because no “take” of the endangered species is allowed by the BCCP permit, this access would be monitored closely to ensure that it would not threaten the permit.

D. Other Contract Details

There is a 2-acre a Life Estate with one single family home within the Mitigation Tract. An existing agreement between Grason Volente, Inc. and the owner of this Life Estate will succeed closing in which Grason pays lifetime payments for property taxes and hazard insurance and continues their responsibility for obligations until the term of the agreement expire and all requirements for the life estate agreement are met. Once the life estate expires, Grason Volente’s USFWS permit requires them to remove the house. Travis County assumes no cost or responsibilities regarding this Life Estate.

Travis County will assume the obligations of landlord under a “Cell Tower Lease Agreement” and will receive monthly revenues. Half of this revenue will be paid out to the Life Estate owner under a previous “Kimbrow Letter Agreement”. This issue has been discussed with the Travis County Auditor’s Office who will be responsible for handling these revenues and payments.

There are a number of easements within the Mitigation Tract which were allowed and included in the Seller’s 10a permit issued by USFWS. These easements will succeed closing and include road easements, water line easements, easements for improvements to an existing detention pond to allow for drainage from the development, and a power line easement. Additionally, there is an easement for a 55-acre surface drip irrigation area allowed within the Mitigation Tract. The system will be installed and maintained by a 3rd party and will be installed under the tree canopy with the goal of continuing to support endangered species habitat. There are two small in-holdings that are not part of the Mitigation Tract that will house a water treatment plant and a pump station.

E. Preserve Management Requirements

The O&M Costs negotiated for this contract were based on the staffing and equipment needed to manage the 826.546 acre Mitigation Tract as part of the Balcones Canyonlands Preserve under the terms and conditions of the BCCP 10a permit, the Interlocal agreement between Travis County and the City of Austin, and the 2007 BCP Land Management Plan. Under this Purchase Contract Agreement the developer is transferring their 10a permit management obligations to Travis County to ensure that these Preserve lands are managed to USFWS standards.

In order to manage to these standards, management activities by staff will include creation of a Land Management Plan; management of ; new boundary fence installation; monitoring of developer construction of back-of-lot fencing on all preserve boundaries; baseline biological survey of all significant biological features (endangered species habitat, sensitive areas, creeks,

springs, caves, rare plants, etc); GIS mapping of all roads, trails and environmental features; developing and conducting a 100 ac. GCWA census plot and conducting GCWA presence/absence surveys; maintaining roads and trails for staff use; manage populations of deer, feral hogs, brown-headed cowbirds, and red imported fire ants; management and oversight of developer activities on all easements to prevent damage from erosion and sedimentation; oversight of the installation and operation of the 55 ac. drip irrigation area; oversight and prevention of potential damage to the preserve during clearing and construction of the Grason Volente development which is uphill of all preserve land.

If and when the License for Resident Access HOA is initiated, additional staff time will be required to ensure the safety of the residents and also to ensure the protection of the preserve species and habitats. This will require additional staff time for BCP staff patrols, Park Ranger support, coordination with the HOA on trails, resident training, gates, signs, policies and procedures, monitoring for increased trespass issues, and additional monitoring of the endangered species and trail areas to ensure that there is no damage to the preserve.

Funds from this agreement will be held in the BCP Fund 038 account and TNR will recommend to the Commissioners' Court any changes in staffing levels needed to meet these management needs.

F. Summary and Staff Recommendation

Staff recommends acceptance of this Mitigation Tract for inclusion in the Balcones Canyonlands Preserve and feels an acceptable arrangement has been negotiated to cover the County's O&M costs in the short term until the improvements on the Grason Volente development begin to generate sufficient funds through the Tax Benefit Financing mechanism to pay for the long term management of the Preserve Tract. This management obligation is justified by the need for uniform, high quality land management on this Tract ensuring that the County's obligations under the terms and conditions of the BCCP are met in full.

Background:

The BCCP is a regional habitat conservation plan created to protect eight endangered species and numerous other species of concern that exist in western Travis County. The BCCP permit requires that a minimum of 30,428 acres within designated preserve acquisition areas be set aside and managed as mitigation for loss of protected species and their habitat elsewhere in the County. Additionally, 62 significant karst features and populations of rare or unique plant species found within the preserve are also targeted for protection. As co-permit holders, the City of Austin and Travis County are jointly responsible for ensuring compliance with the Permit terms and conditions. The regional permit allows for the incidental take of two endangered migratory songbirds (golden-cheeked warbler and the black-capped vireo) and six karst invertebrates.

The "Tax Benefit Financing" (TBF) mechanism is a funding source for Travis County that provides funding for Preserve land acquisition and long term land management as established in the City of Austin and Travis County Interlocal Agreement/Shared Vision Agreement and included in the BCCP 10(a) permit. The TBF redirects a percentage of the regular property taxes paid from the "Total Improvement Value" on properties that have benefited from the BCCP.

This "Total Improvement Value" is designated by Travis Central Appraisal District for the improvements constructed on the tract and does not include increases in the value of the land. In FY2009, the TBF generated approximately \$8 million to support BCP land acquisition with a small percentage currently funding staffing/land management. Once all the BCCP Permit acquisition requirements have been met, this annual funding will be reduced to cover the long term operation and management costs of the county's Balcones Canyonlands Preserve.

Budgetary and Fiscal Impact:

Short term funding for Operation and Management (O&M) of the Mitigation Tract will be paid to Travis County by Grason Volente Ltd. including annual payments, one-time payment, and funding for boundary fencing. Long term funding for management of the mitigation tract will be paid by Travis County's Tax Benefit Financing mechanism established in the City of Austin and Travis County Interlocal Agreement/Shared Vision Agreement and included in the BCCP 10(a) permit. When the Volente Home Owners Association chooses to exercise their retained "License for Resident Access", funds will be received from the HOA to support these additional Travis County access management responsibilities. Funds received will be made available for preserve equipment needs. TNR will recommend to the Commissioners' Court any changes in staffing levels needed to meet these management needs.

Attachments:

1. Grason Volente Purchase Contract and Warranty Deed

905 BCCP Administration

cc: Jennifer Brown, TNR
Greg Chico, TNR
Kevin Connally, TNR
Cynthia McDonald, TNR
Rose Farmer, TNR
Greg Hammonds, Grason Volente, Ltd.
David Hartman, Attorney
John Hille, Assistant County Attorney
Jeff Hubenak, Attorney
Carol Joseph, TNR
Bill Seawell, USFWS
Jon White, TNR NREQ Division Director
Donna Williams-Jones, TNR

23



Travis County Commissioners Court Agenda Request

Voting Session: January 27, 2009
(Date)

Work Session: _____
(Date)

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

B. Requested Text:

Consider and Take Appropriate Action on Request by a University of Texas Doctoral Student to Post Information and Solicit Participants at Travis County Community Centers for Compensated Study on Intimate Partner Abuse.

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

Signature of Commissioner(s) or County Judge

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

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

III. Required Authorizations: Please check if applicable.

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

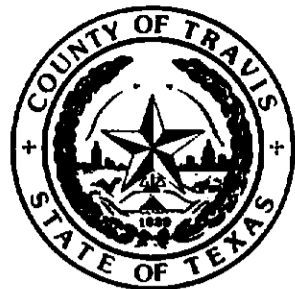
- ___ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

- ___ Contract, Agreement, Policy & Procedure

01/23/09 03:11:00
 Sherri E. Fleming
 854-4100

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




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

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

MEMORANDUM

DATE: January 20, 2009

TO: Members of the Commissioners Court

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

SUBJECT: Request to Post Information and Solicit Participants at Travis County
Community Centers for Research Study

Proposed Motion:

Consider and Take Appropriate Action on Request by a University of Texas Doctoral Student to Post Information and Solicit Participants at Travis County Community Centers for Compensated Study on Intimate Partner Abuse.

Summary and Staff Recommendations:

Staff recommends approval of the posting of information at Travis County Community Centers to include a link on Travis County's Website. Information obtained from this study may also be used to determine present and future needs of Travis County residents and would be consistent with the social services goals set by the Travis County Commissioners Court.

Budgetary and Fiscal Impacts:

This action will not increase Travis County's budget as study participants will be compensated through the Psychology Department at the University of Texas conducting the study.

Issues and Opportunities:

In response to individual needs of those in situations of domestic abuse, the Psychology Department at the University of Texas is conducting a research study focusing on relationships in order to develop effective strategies of conflict resolution and time management aimed at reducing incidents of domestic abuse. The results of this study may present an opportunity to further examine needs in the community as well as underlying causes and potential solutions for specific domestic abuse situations.

Background:

In mid-January, members of the Research Team from University of Texas Psychology Department contacted Travis County Health and Human Services as part of an effort to reach out to the community to solicit help in recruiting individuals to participate in a study on intimate partner abuse. The study will help develop resources and interventions for domestic violence advocates and field workers and aid in understanding intimate partner abuse.

The Psychology Department has requested permission from the Court to post information, in the form of a flier (attached), about the study on the County Website and at the County's Community Centers. Researchers also plan to offer \$50 cash compensation for study participants.

Additional requests for information regarding the study can be addressed to the lead researcher, Christine Chang-Schneider at chang-schneider@mail.utexas.edu as well as through the UT Psychology Department's Research Website at http://www.utrelationshipstudy.com/Walnutgen_Consent.htm.

cc: Rodney Rhoades, Executive Manager, PBO
Travis Gatlin, Budget Analyst, PBO
Susan Spataro, Travis County Auditor
Mary Etta Gerhardt, Assistant County Attorney
Andrea Colunga Bussey, Director, Family Support Services, TCHHS&VS

Research Description and Goals

I. Title: Emotion Regulation in Relationships- Standardized
UT IRB Approval: # 2006-08-0007

II. Principal Investigators (co-investigators):

Christine Chang-Schneider, Doctoral Candidate, 512.471.0691
Professor William Swann, Jr., Department of Psychology, (512) 471-3859

III. Description and Goals of the Project

To explore how women deal with conflict in their relationships. 100 persons will participate.

In this study, we are recruiting women who are currently in committed relationships to answer some questions about their personality and current relationship. We then ask them to come to the laboratory at University of Texas at Austin's Psychology department in order to write about their current relationship and strategies of conflict resolution or time management. After this, participants are asked to view a brief video that depicts a man and a woman having a conflict, and they are asked to respond to some questions regarding the video. This completes the first session, which may last a total of 2 hours. One month after the first session, participants are contacted and asked to return to the laboratory for a follow-up session in which they are asked questions about their current relationship. They are then asked to view a second video, after which they are asked to respond to some questions regarding that video. This completes the second session, which may last approximately 15 minutes. After this second session, the participant will receive \$40 as compensation for her time. Two months after this second session (approximately 3 months after the initial session), the participant will be contacted by phone to respond to some questions about her current relationship. After this conversation, the participant will receive \$10 as compensation for her time, resulting in a total of \$50 compensation for her participation in the study. This completes her participation in the study.

We hope to increase visibility of our important research by having it posted on the ACC website, as many women who are currently in relationships may be eligible. We hope to publish the results of our research in clinical or social psychological academic journals and help identify the impacts of certain conflict resolution patterns on the health of relationships.

Interested participants can go to the following url in order to complete a brief measure to see if they are eligible to participate in the laboratory portion of the study and subsequently earn \$50 in compensation:

http://www.utrelationshipstudy.com/Walnutgen_Consent.htm

or they can call the Principal Investigator, Christine Chang-Schneider, at 512.471.0691 if they do not have access to internet.

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Travis County Commissioners Court Agenda Request

Voting Session : January 27, 2009
(Date)

Work Session: _____
(Date)

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

B. Requested Text:

Consider and Take Appropriate Action on Request for Assistance from Austin Travis County Mental Health and Mental Retardation Center for In Kind Support from Travis County in the Form of Printing 700 Newsletters for the 9th Annual Central Texas African American Family Support Conference.

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

Signature of Commissioner(s) or County Judge

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

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

III. Required Authorizations: Please check if applicable.

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

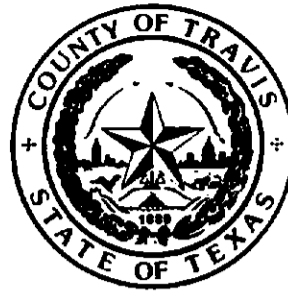
- Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

- Contract, Agreement, Policy & Procedure

RECEIVED
COUNTY CLERK'S OFFICE
09 JUN 22 PM 1:30

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



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

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

MEMORANDUM

DATE: January 21, 2009

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: Support for 9th Annual Central Texas African American Family Support Conference

Proposed Motion:

Consider and Take Appropriate Action on Request for Assistance from Austin Travis County Mental Health and Mental Retardation Center for In Kind Support from Travis County in the Form of Printing 700 Newsletters for the 9th Annual Central Texas African American Family Support Conference.

Summary and Staff Recommendation:

Staff recommends that Travis County provide printing of a total of 700 color copies of a newsletter to be included in conference materials for the 9th Annual Central Texas African American Family Support Conference.

Issues and Opportunities:

Travis County Commissioners Court and Travis County Health & Human Services are committed to facilitating opportunities for all of its residents. As part of our community partnership with Austin Travis County Mental health and Mental Retardation Center (ATCMHMRC), Travis County has been working to support the conference through the participation of our Community Liaison. Through support of worthwhile initiatives such

as this, Travis County demonstrates its commitment to partnering with other government and community-based organizations to promote programs that help those most in need.

Background:

Since 2000, ATCMHMRC has hosted the Central Texas African American Family Support Conference providing information and education to consumers, families, and the community about mental health and developmental disabilities, substance abuse disorders and physical health issues targeting the African-American community.

The aim of the conference is to increase individual and family awareness of the available behavioral and physical healthcare services, reduce stigma, and eliminate health disparities.

Budgetary and Fiscal Impact:

Approval of this request could cost Travis County approximately \$80.10 in materials and staff time for printing and stapling of 700 double-sided, color copies on plain white letter-sized paper,.

The budget line item for this one-time expenditure is 001-5830-601-6504.

cc: Robert Duke, Supervisor, Travis County Print Shop



Austin Travis County
Mental Health Mental Retardation Center

David A. Salazar
Executive Assistant
Travis County Health and Human Services and Veterans Service
100 N. IH-35, Suite 2003
Austin, TX 78701

January 15, 2009

To Whom It May Concern:

The Austin Travis County Mental Health Mental Retardation Center (ATCMHMR) is once again proud to host the Central Texas African American Family Support Conference (CTAAFSC), Thursday Feb. 12 – Fri. Feb. 13, 2009 at the Omni Austin Hotel at Southpark. This conference is held each year to strengthen family and individual awareness of available health care services, behavioral and physical, through culturally sensitive and relevant education, supports, and partnerships.

In order to keep the conference costs to a minimum and allow attendees to enjoy this free, two-day event, we rely heavily on an extensive planning committee along with the assistance of our community partners, including Travis County Health and Human Services and Veterans Services.

This year, we are asking for your assistance to print and photocopy a consumer-produced newsletter to be included in the gift bags given to each attendee, focused on resources and support initiatives. This newsletter is 4 pages in length (2 sheets of paper, front and back), and is in color. The request would be to produce 700 of these newsletters, which would allow us to provide a copy to everyone. The binding on the newsletters can be stapled or simply folded, based on the convenience of the print shop.

We are so grateful for the support of all our partners in bringing such an important event to Central Texas. As one of only three conferences of its kind in the nation, the CTAAFSC prides itself on bringing innovative knowledge and expertise to help eliminate stigma within the community. Last year, over 600 attendees made the event a tremendous success, and we are hoping for a repeat of that this year.

Again, we thank you for considering this offer for the CTAAFSC and would be happy to provide additional information if needed.

Sincerely,

A handwritten signature in black ink, reading "Sireesha Nandagiri".

Sireesha Nandagiri
Communications Manager, ATCMHMR
512-440-4034
Sireesha.nandagiri@atcmhmr.com



R

Prosumers



Living Dreams

PROSUMER NEWS

January

2009

Janet Paleo—Editor

Volume 7, Issue 1

Daytime Prosumer Meetings

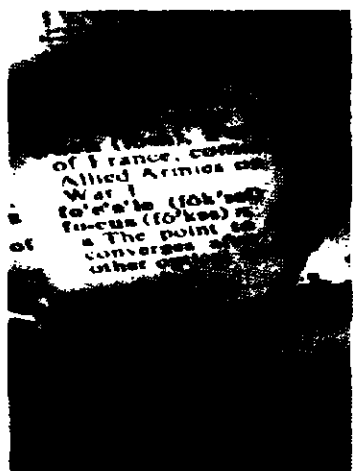
The 2nd Friday of the Month
12 Noon to 3 PM

University Health Center —
Downtown (the Old Brady Green)
All Welcome!

527 N. Leona (Near Frio and Martin)
Buses 20, 77, 79, 89

January 9, 2009 Meeting

Dr. Gilbert Gonzales, a huge supporter of the Prosumer group, will be with us to begin a New Year with a presentation on wellness. What a perfect way to start this new year with a focus on bringing wellness in your life. This is an awesome presentation and I know that you will come away from the presentation inspired and with a new understanding of what is possible



February 13, 2009 Meeting

Out topic for February is about focus. Learning to change your focus can help you with anger issues, your quality of life and even what you can accomplish

in the world. Come hear some new ideas about taking control of your life by simply changing your focus.

Prosumer meetings start with food, so please remember to RSVP to 210-653-5267 so that we have enough food to feed everyone and also to let us know if you will be using the parking lot. Remember: first come, first serve. We will see you there!!

Evening Prosumer Meetings The 3rd Tuesday of the Month 6 PM to 9 PM

La Paz Community Health Center
530 San Pedro (just south of SAC)
Buses 4, 92

.....
January 20, 2009 Evening Meeting will be with Dr. Gilbert Gonzales.

.....
February 17, 2009 Evening Meeting will be the same topic as the February 13 meeting.
.....

My Personal Mission By Janet Paleo

I was honored by Dr. Lessor and Dr. Braden who recently recommended me for a National Award. As others read my personal statement, it was requested that I share this with you. At first, I thought so many people know my story, but then I realized that is no longer true. Many of you don't know much about my story, my life and my mission. So I am sharing my personal statement with you and my dreams for you, for the Prosumers and for the future.

It is truly awesome that from a life of so much pain, good can come forth. How many times did I question God's insistence on my staying alive? By all laws of nature, I rightly should be dead now. I have died at least on one occasion, but was brought back by doctor's miracles and God's grace, although at the time, that was not my thought. The pain inside hurt so much that even breathing became difficult. Now I know how precious life is. This hurt continues only in the knowing that so many other people hurt like I did. My life's mission is to help people stop the pain, to find the joy and to begin living a life of hope and dreams.

REFLECTIONS ON RECOVERY: Gratitude!

By Sarah Ho, Kona, Hawaii

I read with interest "The Power of Gratitude" by Stephen Post in the December 'Prosumer News.' His research shows that an 'attitude of gratitude' can increase our antibody levels, lower blood pressure, heal, strengthen, and de-stress us. He has thus been documenting a connection between an emotional state and bodily health, including staying free from depression.

This is all quite astonishing. It indicates that gratitude must be as important to Recovery as intelligent nutrition and regular exercise are. And, it's free.

Post's article has gotten me thinking about gratitude, which the dictionary defines rather unhelpfully as "a feeling of thankful appreciation for favors or benefits received; see 'grace.'" We must look more deeply to understand how this applies to us psychiatric survivors.

First off, gratitude is an emotion, which means there is energy ('E') in motion in our bodies when we feel it (just as there is for anger, or joy, etc.). In trying to recreate the feeling in myself in order to understand it, I find I am hampered by ongoing mind games: hurts or grudges or worries that keep me locked up in their petty little rooms, so that entry into the grander chamber of gratitude becomes difficult. I'm guessing it's the same for many of us: we forget to be thankful; or we don't know how to be.

So, how do we move into the grace of thankfulness? How can we practice it 15 minutes a day as Dr. Post suggests, and win its benefits?

Deep inside us, I think we all know the experience of gratitude,

Gratitude Cont page 1

even if it happened mostly when we were very small. We had our hunger satisfied by sucking milk; we had arms to comfort us and put us to bed; we knew soothing words when we fell and hit our heads; we had clean clothes and 'blankies.' Our bodies **know**. By drawing on memories and redirecting our energies, we can pull up that graced place and allow it to occupy more of our time.

Here are some suggestions.

Start small. Remember a time when you felt grateful for an occurrence. Perhaps it was kind words, or a gift of money when you really needed it; a water bottle in your chilly bed; a warm bath; daffodils in the spring. All these are graces in our lives. Focus on each small feeling, and increase your awareness of it. **When you focus on it, it will grow with the energy of your attention upon it.** Feel it fully. Let it expand to fill your whole body, every cell, including every neuron (nerve cell). Picture it like a rich, thick light that moves through your being and brings comfort and rest.

Make increasing gratitude a goal by seeking things that let you feel it. If you know that a hot shower generates gratitude, then head into each one you take with the promise that you will practice gratitude throughout: for the safe, warm water; for the shower head; for the opportunity to clean off your body; for the shampoo; for the towel that sits ready to dry you off. Or, practice gratitude for a meal you're having. If it's a Thai curry, think about the farmer who raised the potatoes or soy for the tofu; or about the chicken that grew and gave its life; about the coconut milk and the rice. I love this Buddhist grace: "A thousand labors brought us this food. May we be worthy to receive it."

When you say "Thank you," mean it. So often we blurt out an automatic "thanks" for something someone's done for us. Instead, we can strive to pause and reflect on what exactly that person did. We can put ourselves into that person's shoes and see what (s)he went through to do us that favor. When we see, we can say our "thank you" and feel truly grateful. Furthermore, this honest appreciation will be communicated to the other person, whose self-esteem may be increased a notch. (Perhaps gratitude can be spread...?)

Pay attention to how gratitude feels in your body. If you do, you'll notice that gratitude is centered in the heart. We can practice open-

heartedness. We can be grateful for a thousand things every day that we don't ordinarily notice: Our car is still running; the library has books for free; the sun came out for three hours this morning; light on water is beautiful; you granddaughter loves to laugh. If you take just a few of your daily blessing and practice gratitude toward them, soon you'll be way above 15 minutes/day.

Use cognitive therapy when it helps. If your mind is running on, passing judgments, worrying, making others wrong, etc., interrupt that chain, and instead move into the feeling realm. There's less than a foot of distance between your head and your heart, which can feel like miles but is worth the journey.

As with so much in Life, practice makes perfect, so we can get into the habit of changing complaints into gratitude. Only beans for supper again tonight? Good – better than going hungry. No money for socks? Okay, hit that rummage sale on Saturday. Is it cold out today? Go for a walk to wake up your brain, and then go stand in line at the bank to warm up. Did your friend's dog make your dog sick? Here's a chance to save your beloved pet's life. Is your sister an alcoholic? She is granting you the opportunity to let go of needing to fix her.

Gratitude is lovely. It saves us, really. Identify it, practice, and expand it. Gratitude, like patience, is its own best reward. You'll see.

MELODIE BEATTIE:
Gratitude unlocks the fullness of life. It turns what we have into enough, and more. It turns denial into acceptance, chaos into order, confusion into clarity.... It turns problems into gifts, failures into success, the unexpected into perfect timing, and mistakes into important events. Gratitude makes sense of our past, brings peace for today and creates a vision for tomorrow.

STUDY: PART D DID NOT LOWER HEALTH COSTS FOR MOST OLDER ADULTS

Medicare's Part D prescription drug benefit has not significantly reduced health care-related expenditures for people with Medicare, according to a new study conducted by The Center for Economic and Policy Research (CEPR).

Middle- and high-income households with Medicare coverage actually experienced a more rapid increase in prescription drug and insurance expenditures since the implementation of the drug benefit. For example, 20 percent of the older adult population with annual incomes averaging \$14,836 in 2006 saw drug and insurance spending rise by 15.6 percent between 2005 and 2006, compared to an average 8 percent increase for all households during the same period.

The study acknowledges that the increase in expenditures by middle- and higher-income households may correspond to the greater use of drugs that improve health.

Low-income households, those in which individuals qualified for some type of health assistance program, were the only group to experience decreases or significantly slower rates of spending increases from year to year since the implementation of Part D. For example, expenditures on health insurance and prescription drugs by households with the lowest income—average incomes of \$7,718 per year—dropped by 9.8 percent from 2005 to 2006. CEPR speculated that the decrease in expenditures was likely the result of subsidies for Part D coverage provided to low-income people through the Extra Help program.

CEPR used the Consumer Expenditure Survey conducted by the U.S. Bureau of Labor and Statistics to examine changes in health care-related spending across income levels in households of people with Medicare from 2004 to 2006.

SOURCE: MEDICARE WATCH, a bi-weekly electronic newsletter of the Medicare Rights Center Vol. 11, No. 25 : December 9, 2008

What About the Lowest Income Disabled? - Information Bulletin #272 (12/08)

With all the talk of reforms, it's fascinating that disabled people with the lowest incomes have been either ignored or forgotten. With all the chatter about health reforms, economic stimulus packages, and employment programs, the lowest income disabled people are not mentioned. First, we'll provide some background data, and second some suggestions. [The following data is from the SSA's SSI Annual Statistical Report, 12/2007, Tables 14, 7.D1, and 65 and this data is available for your state.]

Disabled Low-Income People 18-64:

There were 10,627,905 disabled people ages 18-64 who received Social Security Disability Insurance only, Supplemental Security Income only, or both. These disabled people were among the lowest-income groups in the country.

Here's a breakdown of the income of these people. (The federal poverty level in 2007 for one person was \$851 monthly and annually \$10,210.)

Social Security disability insurance (SSDI) payments only b; 6,405,985 people. Monthly average benefits were \$1,063, annually \$12,756.

SSI payments only - 2,966,648 people. Monthly average payments were \$595.75, annually \$7,149.

SSDI/SSI both - 1,255,272 people. Monthly average payments for people receiving a combination of SSDI and SSI were \$713.90 monthly and annually \$8,566.80.

Disabled Low-Income People 65 and Over:

When disabled people ages 18-64 on SSDI reach 65, they convert to the Social Security "aged" category, and separate disability data is not collected any longer. When, however, disabled people on SSI reach 65, they remain a disabled SSI recipient, and disability data is separately maintained. As a consequence, we have data only for SSI disabled people over 65, of whom there were 776,600.

There is a total of 3,743,248 disabled low-income people who receive SSI (the 2,966,648 million disabled people ages 18-64 plus the 776,600 over 65). Adding these people with the SSDI only and SSID/SSI both recipients for a grand total of 11,404,505 disabled people whose incomes are from federal SSI, SSDI, or both programs.

The Last Eleven Years:

The number of SSDI only recipients increased by 55% since 1996. Average monthly payments increased 43%.

The number of SSI only recipients increased only 16%. Average monthly payments increased 30%.

The number of SSDI/SSI both recipients

increased 25% since 1996. Average monthly payments increased 31%.

Some ideas for discussion:

1. Health programs

A. Health reforms should consider how Medicare does not pay for much Long-Term Care for the 6,505,985 people who receive SSDI only. These disabled people on Medicare have to impoverish themselves in order to become eligible for and therefore to receive Medicaid's Long Term Care (LTC) services that the 1,255,272 SSDI/SSI both and 2,966,648 SSI only (under 65) and the 776,600 (over 65) disabled people are eligible to receive because they receive SSI. That's nearly 5 million disabled people.

If you are disabled and receive SSDI only and therefore receive Medicare only, you are not automatically eligible for Medicaid and consequently receive substantially less LTC coverage than if you were on SSI or SSDI/SSI.

B. While we're at it, what about Medicare Part LTC for all disabled people. (See Information Bulletin #269). Let's remember that the overwhelming number of the above 11.4 million disabled people do not need or require any LTC services. For those disabled people on SSDI who do require LTC, nearly all will have to impoverish themselves to become eligible for Medicaid, despite having worked most of their lives. Given the modest average monthly payments they receive (\$1,063), they cannot afford to pay for LTC insurance and they do not qualify for Medicaid's LTC services.

LTC for all disabled people whose incomes are SSDI, SSI, or both must be addressed. So far, public discussions regarding health reforms have ignored them.

C. And what about prescriptions? The 6.5 million disabled people on SSDI and therefore on Medicare pay a much larger co-pay for their prescriptions under Part D out of their minimal monthly benefits than the nearly 5 million disabled people SSI recipients who either receive their prescriptions under Medicaid without paying or who pay, at most, minimal co-pays.

People with the exact same disabilities receive different health care benefits (whether LTC services or prescriptions) depending solely on a past work history and thus their eligibility for SSI, SSDI, or SSDI/SSI - not based on their needs, impairments, or any other meaningful criterion.

2. Income Inequality - Narrow the Gap

Economic stimulus discussions have focused on roads and bridges for cars and other bricks and mortar programs. None have talked about ensuring that people

who are disabled receive at least poverty-level incomes, to say nothing incomes at a decent living standard. The income gap for these low-income disabled people grows wider by year.

Here's what we figure it would cost to bring disabled people up to the minimal poverty level.

Increase the SSI payments by 43% for the nearly 3.7 million people (all ages) on SSI only and increase the payments by 19% for the nearly 1.3 million for the SSDI/SSI (both) category. Annually, this means a monthly increase of \$255 for people on SSI and a monthly increase of \$137 for people on both SSI/SSDI the total federal expenditures will be far less than what Congress is allocating to the banks and car manufacturers.

Increasing the monthly SSI payments to the poverty level would result in an immediate economic stimulus because these low-income people would have more income for necessities. To survive, they must and will spend all their income.

3. Employment

Many of the total 10.6 million disabled people under 65 (and probably a number of the 776,600 disabled people over 65) want to work, whether full-time or part-time.

Given the archaic employment related restrictions in both the SSI and SSDI income programs and the medical programs and benefits affixed to each these income programs, many disabled people will not jeopardize these benefits by seeking employment.

How about a jobs program for disabled people? Funny? Don't forget that during WWII, when the country needed disabled workers, disabled people were hired in significant numbers.

How about an employment program that would also reduce federal and state Medicaid expenditures by focusing on disabled people to provide community-based personal care services to other disabled people who are currently institutionalized and want to reside in the community. There are people on SSI and/or SSDI who can work IF the archaic employment related restrictions in SSI and SSDI were changed and IF there were meaningful economic incentives.

Steve Gold, The Disability Odyssey continues Back issues of other Information Bulletins are available online at <http://www.stevegoldada.com> with a searchable Archive at this site divided into different subjects. To contact Steve Gold directly, write to stevegoldada@cs.com or call 215-627-7100.

My Personal Mission (cont from page 1)

My life is filled with my mission. I recognize that my mental illness is actually one of the greatest blessings to my life. Had I not experienced this, I would have been successful at something else, but I don't believe I would have ever had the passion or changed the world as I do. I change attitudes, dispel stigma and serve as a strong role model for other consumers who have yet to reach out to the stars. I mentor new and rising consumer leaders. Even within the mental health community centers where I work, staff's attitudes about the capabilities of consumers are changing. Closet consumers come to me and express that they have never heard of anyone speaking about their illness with pride and because of my doing so, they now have the courage and freedom to do the same.

I have worked as a Consumer Affairs Specialist at a community mental health center, served a four year term on the NAMI Texas Board of Directors, served as the President of the NAMI National Consumer Council and on the Board of the World Federation for Mental Health. From this experience of interacting with consumers from all over the world, I created a program to empower consumers to find recovery. I call the program "Prosumers". A Prosumer is a consumer who is PROactive in their recovery and PROvides or gives back to the community. I hold empowerment meetings twice a month in San Antonio that inspire consumers to begin living their dreams and their life. Other consumers from various cities, are looking to see how they can bring this program to their area. By creating volunteer opportunities that are meaningful; I show others that they still have worth left to society. I publish a monthly newsletter to inform and inspire that is a request all over the world. Basically I create a space where consumers can use their voice for change.

When we began meeting at the School of Nursing, the professors there saw that we had a unique program that had people going back to work, to school and beginning to participate in life. We entered into a participatory research program where the researchers identified that my program was based on a Salutogenic model, which means that we help people shift their focus towards wellness and developing resiliency. So many of our members have started families, developed as business leaders, begun participating on committees locally and statewide or created non-profits of their own. Basically, living and loving their lives while being an asset to the world. We presented our program to some people from SAMHSA who "got chills" from the presentation. We had a person fly from NY, just to be a part of our meeting, who came away inspired. My dream now is to make this available throughout the world.

Most importantly, I know that people are alive today who wouldn't be without my program. I have taught people resiliency to not let the events in life take them out. I have given them the tools to live life fully, to adapt to change and to stand up and be heard. The people I work for are so brilliant and capable, and it is my privilege to have them know them selves as I know them. I have found that when I expect people to be great, they fulfill my expectations. I live my life be the words of Gandhi, "Be the change you want to see in the world". I am that.

I have lived a lifetime in the last ten years since my recovery. My life is filled with love, family and dreams. My desire to change the world increases as my recovery increases. I will work until the day I die on my mission. I will ensure that others are growing along side of me to take over the work when I die. And, I will wait until God is ready for me to die. I live my life fully with zest, joy and integrity. For me, this is the miracle and the blessing.

Once, on a beautiful day, on a beach, a man could see a person going down the beach and the beach. Back and forth this person went. As the man approached he could see that hundreds of starfish stranded on the sand as the result of the natural action of the tide.

The man was stuck by the apparent futility of the task. There were far too many starfish. Many of them were sure to perish. As he approached the young woman, she picked up the starfish one by one and throwing them into the surf.

As he came up to her he said, "You must be crazy. There are thousands of miles of beach covered with starfish. You can't possibly make a difference." The woman looked at the man. She then stooped down, pick up one more starfish and threw it back into the ocean. She turned back to the man and said, "It will make a difference to that one!"



700 Newsletters
printed on 11x17 70 lb white
paper. Color copies, 2-sided
Fold in half.

paper	22.30
Labor	40.00
Clicks	9.80
overhead	8.00
	<hr/>
	\$ 80.10

BUDGET AMENDMENTS AND TRANSFERS

FY 2009

09 JAN 22 PM 2:19

1/27/2009

TRANSFERS

BA#	FUND	DEPT/DIV	ACT	ELM/OBI	Dept.	Line Item	Increase	Decrease	Pg #
T1	001	3101	566	0701	Cons. Pct. 1	Reg.Salaries-Permnt Empl		\$ 1,166	1
	001	3102	566	0712	Cons. Pct. 1	POPS Salaries	\$ 1,166		

Budget Adjustment: 14616

Fyr _ Budget Type: 2009-Reg

Author: 31 - DAVIS, GWENDOLYN

Created: 1/22/2009 11:14:58 AM

PBO Category: Transfer

Court Date: Tuesday, Jan 27 2009

Dept: CONSTABLE 1


Just: Other

personal actions

From Account	Acct Desc	Project	Proj Desc	Amount
001-3101-566-0701	REG SALARIES-PERMNT EMPL			1,166
				1,166
To Account		Project		Amount
001-3102-566-0712	POPS SALARIES			1,166
				1,166

Approvals	Dept	Approved By	Date Approved
Originator	31	GWENDOLYN DAVIS	1/22/2009 11:15:07 AM
DepOffice	31	GWENDOLYN DAVIS	1/22/2009 11:15:08 AM

This is related to Non-Routine Personnel Action Item B, pages 7-8, on the January 27th, weekly Personnel Amendments.

PBO concurs

 1/22/09

From: Randy Lott
To: Chris Broussard; Cynthia Lam-Roldan; Dedric Knox; Gwen Davis; Luane ...
Date: 1/22/2009 1:28 PM
Subject: Re: CN 1 Salary Savings for Jan 16th PAFs.xls

CC: Leroy Nellis; Travis Gatlin
All:

Attached is PBO's final verification for available funds for Constable Pct 1 based on Cynthia's January 16th email (Dept 31: FY 09 Non-TCSO Peace Officer Pay Scale - Department Slot Report). Given a change in the salary for Slot 3 from Chris's Jan 15th email, the amount of department permanent salary savings has changed.

On an annualized basis, the department has a deficit of \$1,166 in POPS salaries (0712) for the proposed salary actions from Cynthia's email. However, the department does have permanent salary savings of \$1,243 in its Regular Salaries line items (0701). The department has stated to PBO that it wishes to transfer \$1,166 from 0701 to 0712 to allow the department to complete the desired salary actions. That Budget Adjustment is in the HTE system and PBO is placing that transfer, under Budget Amendments and Transfers, on the Court Agenda for Tuesday.

Regards,
Randy

>>> Chris Broussard 1/15/2009 4:38 PM >>>

Luane, here is PBO's verification of available funds for Constable Pct. 1. I verified steps and salaries for all the employees and found numerous discrepancies. It does not look like the department can afford to hire their chief at step 10. This would put them at \$8,564.84 in the hole in POPS salaries (with two employees still due step increases this year) and \$5,522.16 negative overall in salaries. They could afford up to step 6 for the chief if they transfer money from 0701 to 0712.

Please look at this asap.

*Chris Broussard
Business Analyst III
Travis County Planning & Budget Office
phone: 512-854-4456*

P Please consider the environment before printing this email

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

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
(\$20,000)	TNR	12/12/08	Legal Costs
(\$226,436)	HHS	12/16/08	Health Public Interlocal with City of Austin
\$6,215,841 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
(\$100,000)	General Fund Subsidy
(\$700,000)	Reserve for Economic Downturn
(\$230,000)	Reserve for Cost Increases
(\$3,236,365) Total Possible Future Expenses (Earmarks)	

\$2,979,476 Remaining Allocated Reserve Balance After Possible Future Expenditures

Capital Acquisition Resources Account Reserve Status (001-9800-981-9891)

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
(\$1,410)	Auditor	12/17/08	Training Expenses
(\$14,500)	Auditor	12/17/08	Furniture and Training
(\$5,970)	Auditor	1/12/09	Furniture and Printer
(\$4,968)	Auditor	1/12/09	Printer Maintenance & Supplies
\$594,815 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			

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TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Please consider the following item for:
01-27-09

09 JUN 22 PM 1:06

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 Interlocal agreement with the City of Austin for grant funds to continue the Family Violence Protection Team grant program in the District Attorney's Office, County Attorney's Office, Sheriff's Office and Constable Precinct 5.
- b) Approve contract amendment with the Office of Rural Community Affairs for Transportation and Natural Resources to extend the termination date to February 28, 2009 to pay for water system installation and individual service connections in the Travis County portion of Northridge Acres.

Approved by:

Signature of Commissioner(s) or County Judge

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

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

- _____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

- _____ Contract, Agreement, Policy & Procedure

TRAVIS COUNTY

1/27/2009

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	FTEs	Notes	Page #
a 23	Interlocal Agreement for the Austin/Travis County Family Violence Protection Team	10/1/2008 - 9/30/2010	\$685,586		4	1	6
b 49	Northridge Acres Water Corporation Project	10/18/2005 - 2/28/2009	\$250,000			1	17

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	FTEs	Cm. Ct. Approval
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
47	Emergency Management Performance Grant	\$60,215	\$60,215		12/16/2008
45	Young Offender Planning Grant	\$300,000		3	12/16/2008
19	Family Violence Accelerated Prosecution	\$98,842	\$53,223	1.39	1/6/2009
		\$936,414	\$405,037	24.39	

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	Approval Date	Cm. Ct.
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	
58	Veterans' Employment and Training Service (Stand Down Grant)	\$7,000				12/9/2008	
49	Travis County Flood Protection Planning Grant	\$195,000	\$465,000			12/16/2008	
58	RSVP	\$61,281	\$6,128		0.5	12/30/2008	
58	RSVP - Texas Department of Aging and Disability Services (TDADS)	\$23,800	\$23,800			12/30/2008	
37	Homeland Security Grant Program - Austin Area Fusion Center - TCSO	\$153,955			1	12/30/2008	
		\$3,364,458	\$1,100,047	\$120,000	20.50		

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	\$ 44,224	8.00	10/7/2008
Total Outstanding		\$ 330,776	\$ 44,224	\$ 44,224	8.00	

* Original Grant Column shows Beginning FY'08 Amount

FY 2009 Grants Summary Report

Permission to Continue

Dept	Name of Grant	Original Grant Amount	Original County Match	Continuation Amount	Total FTEs	Cm. Ct. Original Approval Date	Cm. Ct. Continuation Date for
22	Drug Court Program	\$84,419.75			1		10/14/2008
24	Drug Diversion Court	\$188,474.00			1		10/21/2008
22	Drug Court Program	\$84,419.75			1		12/16/2008
24	Drug Diversion Court	\$160,041			1		12/16/2008
24	Drug Diversion Court	\$160,041			1		1/21/2009
22	Family Drug Treatment Court Program	\$84,419.75			1		1/21/2009
Total		\$761,815.25	\$	-	6.00		
Outstanding							

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:	County Attorney's Office/District Attorney's Office/Sheriff's Office/Constable Precinct 5
Contact Person/Title:	Vicki Skinner/Director of Administration/District Attorney's Office
Phone Number:	854-9522

Grant Title:	Interlocal Agreement for the Austin/Travis County Family Violence Protection Team		
Grant Period:	From:	10/1/2008	To: 9/30/2010
Grantor:	The funding for the Interlocal Agreement for the Austin/Travis County Family Violence Protection Team Grant comes from a grant award to the City of Austin from the U.S. Department of Justice, Office of Justice Programs, Violence Against Women Grants Office.		

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

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	County Match	In-Kind	TOTAL
Personnel:	685,586					685,586
Operating:						0
Capital Equipment:						0
Indirect Costs:						0
Total:	685,586	0	0	0	0	685,586
FTEs:	4.00					4.00

Auditor's Office Review: <input checked="" type="checkbox"/>	Staff Initials: <u>NS</u>
Auditor's Office Comments:	
County Attorney's Office Contract Review: <input checked="" type="checkbox"/>	Staff Initials: <u>JC</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						
# of felony family violence cases indicted (DA)	830					850
% of felony family violence cases completed (DA)	90%					90%
Measures For Grant						

The grant measure reporting form required by the grantor is attached						
Outcome Impact Description						
# of felony family violence cases staffed with law enforcement (DA)	400					420
Outcome Impact Description	The co-location of the prosecutor with team members who have specialized family violence case expertise allows for effective and efficient staffing and review of more cases than would be possible for an intake prosecutor with a general caseload.					
Civil assists of Family Violence victims (Constable Pct. 5)	1-2					10
Increase outreach to Family Violence victims (Sheriff's Office)	705 victims					775 victims

PBO Recommendation:

This is a request to approve the agreement with the City of Austin to continue the Family Violence Protection Team grant. The City of Austin is awarded the grant from the U.S. Department of Justice and then gives a portion to Travis County for enhanced victim assistance and prosecution in family violence cases in the District Attorney's Office, County Attorney's Office, Sheriff's Department and Constable Precinct 5. Please see attached interlocal agreement and narrative below for details of what each department is expected to accomplish.

PBO recommends approval of this grant contract.

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 request is for approval of a new interlocal with the City of Austin to provide continued funding for the Family Violence Protection Team. The funds for the agreement come from a grant award to the City of Austin from the U.S. Department of Justice, Office of Justice Programs, Violence Against Women Grants Office.

The Family Violence Protection Team (FVPT) was founded in 1997 to create a comprehensive and coordinated approach to family violence. FVPT members include the Austin Police Department, Travis County Sheriff's Office, Travis County District Attorney's Office, Travis County Attorney's Office, SafePlace, Texas RioGrande Legal Aid and the Women's Advocacy Project. The City of Austin received a grant in 1997 that provided funding for most of the partners. In 2002, the City received a continuation grant that added funding to provide a part-time Assistant District Attorney.

In FY05, the City of Austin received a new Grant to Encourage Arrest Policies to continue FVPT's work in developing and strengthening effective responses to violence against women and encouraging the treatment of domestic violence and sexual assault as serious violations of criminal law. In addition to the full-time Assistant County Attorney and half-time Assistant District Attorney funded by the previous grant, the new grant included funding for a half-time Assistant County Attorney and a Detective in the Sheriff's Office. The City of Austin later received a supplemental budget award that continued the grant funding for these positions through September 30, 2008.

The award received by the City of Austin for FY09 and FY10 includes funding for the following Travis County participants in FVPT:

- 1) Sheriff - 1 FTE victim counselor - \$85,203 (100% grant funding)
 1 FTE full-time detective - \$128,291 (61% grant/39% County funding)
- 2) County Attorney - 1 FTE protective order attorney - \$200,768 (100% grant funding)
 .5 FTE protective order attorney - \$103,802 (100% grant funding)
- 3) District Attorney - .5 FTE intake attorney - \$130,418 (100% grant funding)
- 4) Constable Precinct 5 - constable overtime pay - \$37,104 (100% grant funding)

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 Sheriff's Office has budgeted funds to cover the remainder of the amount required for the full-time position that is only partially funded by the grant.

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

Only salary and fringe benefits are allowed in the grant.

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

There is no County commitment to funding if the grant is discontinued. The work of the team would have to be absorbed back into the large general caseloads and handled by staff who do not have time to give specialized attention to domestic violence cases.

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

This is not a new program but a continuation and expansion of services previously provided by the Family Violence Protection Team.

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

The assistant county attorneys provide a comprehensive program for civil enforcement of protective orders and file and prosecute contempt cases for violations of the orders. The part-time assistant district attorney staffs felony domestic violence cases with APD and TCSO law enforcement officers, presents felony family violence cases to the Grand Jury and participates in training for law enforcement, prosecutors, victim advocate groups and the community. The full-time Sheriff's Office detective investigates family violence cases that fall with the county's jurisdiction, provides assistance to the smaller municipalities, and trains victim services and law enforcement personnel. The full-time victim counselor provides counseling, service referrals and safety planning for victims of domestic violence and stalking. Precinct 5 Constables serve Temporary Ex Parte Protective Orders and escort the applicant from the residence if the respondent refuses to leave.

The work of the Assistant County Attorneys is tied to three of the County Attorney's Office program measures: total protective order applications filed, total protective order enforcement actions filed and number of assault family violence violation of protective order cases filed. The work of the Assistant District Attorney impacts the District Attorney's Office program measures:

number of family violence cases indicted and % of family violence cases completed. The work of the Detective in the Sheriff's Office allows for the incorporation of smaller agencies into the Family Violence Protection Team and adds valuable investigative assistance. The key program measure impacted by the victim counselor is the number of crime victims served.

**INTERLOCAL AGREEMENT FOR THE AUSTIN/TRAVIS COUNTY
FAMILY VIOLENCE PROTECTION TEAM
GRANT TO ENCOURAGE ARREST POLICIES AND ENFORCEMENT OF
PROTECTION ORDERS PROGRAM**

State of Texas

County of Travis

This Agreement is made and entered into by and between the City of Austin (the "City") and Travis County (the "County"), hereinafter collectively referred to as the "Parties", pursuant to the Interlocal Cooperation Act, Texas Government Code Chapter 791.

WHEREAS, criminal activity involving the domestic violence continues to threaten the lives of victims and harm the quality of life in the City of Austin and Travis County; and

WHEREAS, the Parties desire to address this problem by coordinating their investigative efforts towards identifying domestic violence victims and bringing the perpetrators to justice;

WHEREAS, the Parties recognize that the U.S. Department of Justice, Office on Violence Against Women Grants to Encourage Arrest Policies and Enforcement of Protection Orders Program allows the City of Austin to serve as the fiscal agent for this grant-funded program and supports the Austin/Travis County Family Violence Protection Team (the "Team");

NOW, THEREFORE, the Parties agree as follows:

I.

PAYMENT AND SERVICES

The City agrees to and shall pay to the County funds for the period of October 1, 2008 through September 30, 2010 for the purpose of reimbursing the County for personnel, fringe, and overtime costs incurred while working to assist victims of domestic violence in conjunction with partner agencies of the Austin/Travis County Family Violence Protection Team. Reimbursement will be limited to domestic violence cases investigated by the Team.

During the term of this Agreement, City will reimburse the County based on invoices submitted for actual expenses, not to exceed \$685,586. This amount may be increased to include reimbursement for Team approved grant funded training. The Family Violence Protection Team Supervisors will determine which Team members will attend grant-funded training during the 2-year grant period. County Team members selected to attend grant-funded training will make their travel arrangements in accordance with the County travel policy. Should the County not have an official travel policy on file and available for review upon request, the County will follow the City of Austin travel policy to complete travel arrangements. A copy of this City policy is available upon request.

The City of Austin Grants to Encourage Arrest Policies and Enforcement of Protection Orders Program approved grant budget includes funding for six County positions. It is the expectation of the Parties that all full and part time team members funded by this grant will represent their respective departments at all meetings of the Family Violence Protection Team. Any changes in the County's participation shall be discussed with the City as well as the Family Violence Protection Team. The Parties agree to communicate with regard to issues of work performance and to resolve such issues by mutual agreement.

Department	Position Title	Grant Funded/County Funded	Estimated Funding
Travis Co Sheriff's Office (TCSO)	1.0 FTE Victim Counselor (full-time position)	100% funded by grant	\$85,203
Travis Co Sheriff's Office (TCSO)	1.0 FTE Detective (full-time position)	61% funded by grant 39% funded by County	\$128,291
Travis Co Attorney's Office (TCOA)	1.0 FTE Protective Order Attorney (full-time position)	100% funded by grant	\$176,053
Travis Co Attorney's Office (TCOA)	.5 FTE Intake Prosecuting Attorney (half-time position)	100% funded by grant	\$128,517
Travis Co District Attorney's Office (TCDA)	.5 FTE Assistant District Attorney (half-time position)	100% funded by grant	\$130,418
Travis Co Constable Precinct 5 (Constable)	Constable Overtime	100% funded by grant	\$37,104

Travis County Sheriff's Office

Grant-Funded Position: 1.0 FTE Victim Counselor

The County agrees to and shall make available a full-time (1.0 FTE) Travis County Sheriff's Office Victim Counselor to provide counseling, service referrals, and safety planning to victims of domestic violence and stalking through the Austin/Travis County Family Violence Protection Team. The counselor will work directly with police detectives to follow-up on reported incidents of family violence and stalking. In the initial visit, the counselor will assess the situation, inform the victim of the possible courses of action, and refer the victim to additional services including legal assistance, advocacy, shelter, and/or long-term counseling. The development of a safety plan is a particularly important element in the follow-up with victims who are being stalked. The victim services counselor will offer more than the one crisis intervention session as appropriate.

Grant Funded Position: 1.0 FTE Detective

The County agrees to and shall make available a full-time (1.0 FTE) TCSO Detective to investigate family violence cases that fall within the county's jurisdiction and to provide assistance to the smaller municipalities in implementing "pro-arrest" protocols and improved techniques for collecting evidence. The detective will also prepare/update a domestic violence curriculum and train victim services and law enforcement personnel throughout the service area of the FVPT, as well as in neighboring jurisdictions.

Travis County Attorney's Office

Grant-Funded Positions: 1.5 FTE Assistant County Attorneys (1.0 FTE Protective Order Attorney and .5 FTE Intake Prosecuting Attorney)

The County agrees to and shall make available one full-time (1.0 FTE) protective order Assistant County Attorney to implement a comprehensive program for civil enforcement of protective orders, and file and prosecute contempt cases for violations of the orders. The County also agrees to and shall make available one half-time (.5 FTE) Intake Prosecuting Attorney who will be located at the Team 20 hours per week to staff misdemeanor cases with law enforcement officers and meet with victims who appear at the Team seeking protective orders.

Travis County District Attorney's Office

Grant-Funded Position: .5 FTE Assistant District Attorney (Intake)

The County agrees to and shall make available a part-time (.5 FTE) Assistant District Attorney to prepare felony domestic violence cases for presentation to the Grand Jury for indictment

Travis County Constable Precinct 5

Grant-Funded Position: Overtime funding for Constables

The County agrees to and shall make available Precinct 5 Constables to serve Temporary Ex Parte Protective Orders represented by the Travis County Attorney's Office. After serving each protective order, the constables will either leave the premises or escort the applicant from the residence should the respondent refuse to leave. The overtime rate charged by the County will be consistent with the actual rate received by the sworn personnel assigned to the investigations.

The County will submit all statistics and other data for grant performance measures to the APD Victim Counselor in a specified format by the 15th calendar day following the end of the reporting period. The data must be prepared and emailed to the APD Victim Counselor assigned to the Team in accordance with the below schedule. The APD Victim Service Counselor assigned to the Team will complete all progress reports required by the grantor.

PERFORMANCE MEASURE DATA	
TIME PERIOD	DUE DATE
October 1, 2008 – December 31, 2008	January 15, 2009
January 1, 2009 – June 30, 2009	July 15, 2009
July 1, 2009 – December 31, 2009	January 15, 2010
January 1, 2010 – June 30, 2010	July 15, 2010
July 1, 2010 – September 30, 2010	October 15, 2010

II.

LEGAL RESPONSIBILITIES

It is expressly understood and agreed that in the execution of this Agreement, no party waives, nor shall be deemed to waive, any immunity or defense otherwise available to it against any claims arising in the exercise of governmental powers and functions.

III.

TERM AND COMMENCEMENT

This agreement shall be in effect when it has been executed by all parties and shall continue in full force and effect through the underlying grant expiration date (September 30, 2010) or the date the interlocal funds have been completely spent if that date is reached prior to the grant expiration date.

IV.

LEGAL CONSTRUCTION

If any one or more of the provisions of this Agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision and the Agreement will be construed without the invalid, illegal or unenforceable provision.

V.

TERMINATION

This Agreement may be terminated by either party by giving ninety (90) days' written notice to the other party of its intention to terminate.

VI.

PAYMENTS

The City shall make payments for the performance of the services under this Agreement with grant funding from the U.S. Department of Justice, Office on Violence Against Women. The City agrees to reimburse the County an amount not to exceed six hundred eighty five thousand, five hundred eighty six dollars (\$685,586) in order to defray the actual personnel, fringe, and overtime costs incurred by reason of performance of this contract. The City also agrees to reimburse the County for Team approved grant-funded training.

The County will submit two invoices per month for the duration of the project. Each invoice will include documentation of actual expenses, with timesheets. An invoice requesting reimbursement for the Travis County Sheriff's Office, the Travis County Attorney's Office, and the Travis County District Attorney's Office will be submitted to the City of Austin by the fifteenth of each month, for services rendered during the previous month, beginning November 15, 2008. An invoice requesting reimbursement for Travis County Constable Precinct 5 will be submitted to the City of Austin by the last day of each month, for services rendered during the previous month, beginning November 30, 2008. The City of Austin will reimburse Travis County the invoiced amount from grant funds received by the U.S. Department of Justice, Office on Violence Against Women, Grants to Encourage Arrest Policies and Enforcement of Protection Orders Program. All proper invoices received by the City will be paid within 30 days of the City's receipt of invoice. All invoices, with applicable backup documentation, will be

submitted via email to APD Purchasing at Anna.Weaver@ci.austin.tx.us; APD Finance at Aphra.Delgado@ci.austin.tx.us; and, APD Grants Management at COAgrants@ci.austin.tx.us.

VII.

NOTICE

Any notice given hereunder by any party to the other party shall be in writing and may be affected by personal delivery in writing or by registered or certified mail, return receipt requested. Notice will be provided to the following persons or their successors:

City of Austin: Art Acevedo
Chief of Police
Austin Police Department
P.O. Box 689001
Austin, Texas 78768-9001

Mark A. Ott
City Manager
P.O. Box 1088
Austin, Texas 78767

Travis County: Greg Hamilton
Travis County Sheriff
P.O. Box 1748
Austin, Texas 78767

Samuel T. Biscoe
Travis County Judge
P.O. Box 1748
Austin, Texas 78767

Rosemary Lehmborg
Travis County District Attorney
P.O. Box 1748
Austin, Texas 78767

David Escamilla
Travis County Attorney
P.O. Box 1748
Austin, Texas 78767

Bruce Elfant
Travis County Constable Precinct 5
P.O. Box 1748
Austin, Texas 78767

Either party may change its address for service by appropriate notice to these officers shown above.

VIII.

ENTIRE AGREEMENT

This is the complete and entire Agreement between the parties with respect to the matters herein and supersedes all prior negotiations, agreements, representations, and understandings, if any. This Agreement may not be modified, discharged, or changed in any respect whatsoever except by a further agreement in writing and approved by both parties.

IX.

ADDITIONAL AGREEMENTS

The Parties agree to execute such other and further instruments and documents as are or may become necessary or convenient to carry out the purposes of this Agreement.

X.

APPLICABLE LAW

This Agreement shall be construed under the laws of the State of Texas. Any suits relating to this Agreement will be filed in a district court of Travis County, Texas.

XI.

NO THIRD PARTY RIGHTS

Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.

COUNTY OF TRAVIS

CITY OF AUSTIN

Greg Hamilton, Sheriff
Date: _____

Mark A. Ott, City Manager
Date: _____

Samuel T. Biscoe, County Judge
Date: _____

Rosemary Lehmborg, Travis County District Attorney
Date: _____

David Escamilla, Travis County Attorney
Date: _____

Bruce Elfant, Travis County Constable Precinct 5
Date: _____

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:	Transportation & Natural Resources
Contact Person/Title:	Melinda Mallia, Environmental Project Manager
Phone Number:	854-4460

Grant Title:	Northridge Acres Water Corporation Project		
Grant Period:	From: 10/18/2005	To: 2/28/2009	
Grantor:	Office of Rural Community Affairs		

Check One:	New: <input type="checkbox"/>	Continuation: <input type="checkbox"/>	Amendment: <input checked="" 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 Sources	Federal Funds	State Funds	County Match	In-Kind	TOTAL
Personnel					0
Operating		250,000			250,000
Capital Equipment					0
Indirect Costs					0
Total:	0	250,000	0	0	250,000
FTEs					0.00

Auditor's Office Review: <input checked="" type="checkbox"/>	Staff Initials: <u>MG</u>
Auditor's Office Comments:	
County Attorney's Office Contract Review: <input checked="" type="checkbox"/>	Staff Initials: <u>CG</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						
NA						
Measures For Grant						
Provide water connections to former Northridge Acres residents	138	75				158
Outcome Impact Description						

PBO Recommendation:

PBO CONCURS *[Signature]*

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

The amendment extends the contract termination date to February 28, 2009. ORCA funds are being used to pay for water system installation and individual service connections in the Travis County portion of Northridge Acres. The Resolution and grant documents must be completed as a standard requirement of all ORCA grants.

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

The County will have no long-term commitments to the project after completion. The Northridge Acres water system will be transferred to the City of Austin in the last phase of the project.

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

A County match is not specified in the grant. The contract requires an expenditures of \$316,790 in Other Funds that has been meet by the \$1 million dollar grant from the Texas Water Development Board.

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

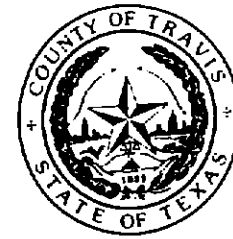
Indirect costs are not included in the grant contract.

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, the program will not continue after the project is complete.

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

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.



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-9436

January 16, 2009

MEMORANDUM

TO: Members of the Commissioners' Court
FROM: Joseph P. Gieselman, Executive Manager
SUBJECT: Northridge Acre Water Supply Corporation Project

Proposed Motion: Consider and take appropriate action on amendment to grant contract with the Office of Rural Community Affairs (ORCA), resolution, and grant documents required for project implementation.

Summary and Staff Recommendation: The amendment extends the contract termination date to February 28, 2009. ORCA funds are being used to pay for water system installation and individual service connections in the Travis County portion of Northridge Acres. Staff recommends approval.

Budgetary and Fiscal Impact: This action has no fiscal impact.

Background: The ORCA grant contributes \$250,000 in Community Development Block Grant (CDBG) funds for the Northridge Acres water project. The project budget of \$1.74 million includes a \$1 million grant from the Texas Water Development Board, CDBG entitlement grants from Travis and Williamson Counties and Travis County general funds.

Required Authorizations: Christopher Gilmore, County Attorney

Exhibits: Amendment No. 2 to Contract No. 725085

MSM:JPG:msm
0804 ORCA grant - Northridge Acres

cc: Chrisotpher Gilmore, County Attorney
Michelle Gable, Auditor
Jason Walker, Purchasing
Steve Manilla, TNR
Donna Williams-Jones, TNR
Melinda Mallia, TNR



COUNTY RECEIVED
08 DEC 29 PM 5:15



GOVERNOR RICK PERRY
Dr. Wallace Klusmann, *Chair*
David A. Jones, *Vice Chair*
Dr. Mackie Ebel, *Secretary*

ORCA GOVERNING BOARD
Agriculture Commissioner Todd Staples
Woody Anderson
Charles N. Butts
Renelle Farrar
Dr. Charles Graham
Joaquin L. Rodriguez
Lydia Rangel-Sanchez
Patrick Wallace

December 18, 2008

The Honorable Samuel T. Biscoe
County Judge, Travis County
PO Box 1748
Austin, Texas 78767

Re: Texas Community Development Block Grant Program (TxCDBG)
Contract No. 725085
Amendment No. 2

Dear Judge Biscoe:

Enclosed are two (2) copies of Amendment No. 2 to Contract No. 725085, between Travis County and the Office of Rural Community Affairs (ORCA) for your review and signature.

Upon your approval, please sign both copies of the amendment and retain one (1) amendment for your files. Please return one (1) fully signed amendment to this office at your earliest convenience to the address below. To ensure that the amendment is returned to ORCA in a timely manner, we are requiring that the amendment be returned within sixty (60) days from the date of this letter.

Office of Rural Community Affairs
Texas Community Development Block Grant Program
P.O. Box 12877
Austin, Texas 78711

If the name of the authorized person signing this amendment is different from the name typed, please correct the name appearing on the amendment signature page before returning the amendment.

Should you have any questions concerning this amendment, please do not hesitate to contact Kelle Odom, your Regional Coordinator, at (979) 968-6764.

Sincerely,

Susan Grosz, Manager
Community Development

SG:vms

Enclosures
cc: Contract File

www.orca.state.tx.us

Main Office
1709 N. Congress Avenue, Suite 220
Austin, Texas 78702
P.O. Box 12877
Austin, Texas 78711
Agency: 512-966-6701
Toll Free: 800-344-2112
Fax: 512-966-6770
Email: orca@state.tx.us

Charles S. Charbet Stone
ORCA Executive Director

FIELD OFFICES
Bedias 990-205-2456
Bishop 361-584-8928
Kountze 409-246-8547
La Grange 509-684-6764
Levelland 806-897-1111
Newcastle 936-560-4188
Sweetwater 325-236-9072
Vernon 940-513-3756

**AMENDMENT NO. 2 TO
TEXAS COMMUNITY DEVELOPMENT PROGRAM
CONTRACT NO. 725085
OFFICE OF RURAL COMMUNITY AFFAIRS
AND
TRAVIS COUNTY**

STATE OF TEXAS

COUNTY OF TRAVIS

Section 1.

The Office of Rural Community Affairs, an agency of the State of Texas, hereinafter referred to as "Office", and Travis County, hereinafter referred to as "Contractor", do hereby contract and agree to amend their original contract, as initially executed by the Executive Director of the Office effective October 18, 2005, for the performance of community development activities.

Section 2.

The parties hereto agree to amend the contract identified in Section 1 above by deleting in its entirety Section 2, Contract Period, and replacing it with the following:

Section 2. CONTRACT PERIOD

This contract and agreement shall commence on October 18, 2005, and shall terminate on February 28, 2009, unless otherwise specifically provided by the terms of this contract.

Section 3.

The parties hereto agree that this amendment shall become effective on October 31, 2008.

Section 4.

The parties hereto agree that this amendment shall require no change to previously approved funding.

Section 5.

The parties hereto agree that all of the terms of the contract identified in Section 1 above shall remain in effect and shall continue to govern except to the extent that they conflict with the terms of this amendment.

Section 6.

The parties hereto agree that nothing in this amendment shall be construed as authorizing any violation of federal, state or local laws or regulations as they pertain to the contract identified in Section 1 above.

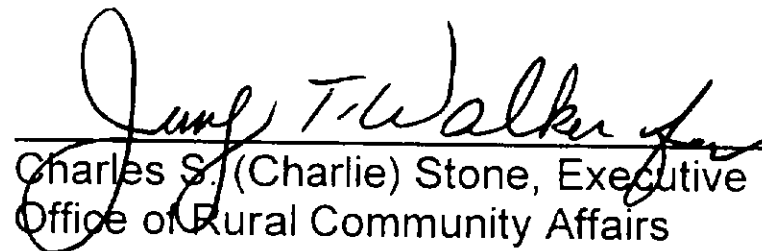
Section 7.

By the signing of this amendment, the parties hereto expressly understand and agree that this amendment shall become a part of the contract identified above in Section 1 above as though it were set forth word for word therein.

WITNESS OUR HANDS EFFECTIVE OCTOBER 31, 2008.

Samuel T. Biscoe, County Judge
Travis County

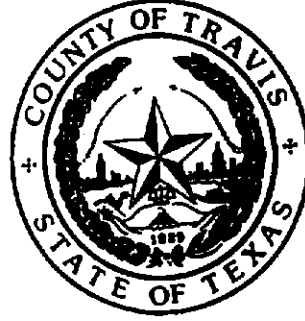
Approved and accepted on behalf of the Office of Rural Community Affairs.



Charles S. (Charlie) Stone, Executive Director
Office of Rural Community Affairs

This contract amendment is not effective unless signed by the Executive Director of the Office of Rural Community Affairs, or his/her authorized designee.

RESOLUTION



A RESOLUTION OF THE COMMISSIONER'S COURT OF TRAVIS COUNTY, TEXAS DESIGNATING REPRESENTATIVES TO EXECUTE VOUCHERS AND CERTAIN REQUESTS FOR ADVANCE OR REIMBURSEMENT AND CONTRACT AMENDMENTS OR BUDGET MODIFICATIONS DURING THE IMPLEMENTATION OF THE TEXAS COMMUNITY DEVELOPMENT PROGRAM FUNDED WATER SYSTEM IMPROVEMENTS PROJECT ON BEHALF OF NORTHRIDGE ACRES SUBDIVISION.

WHEREAS, The County of Travis, Texas has received a grant of \$250,000 from the State of Texas to assist in the provision of water system improvements and,

WHEREAS, The Texas Community Development Program has requested that before funds be withdrawn, the County of Travis must prepare a "Signatories Designation Form"; and

WHEREAS, The County Council of the County of Travis has expressed a desire that the authorized signatories be those authorized by the Commissioner's Court,

NOW THEREFORE, BE IT RESOLVED BY THE COMMISSIONER'S COURT OF TRAVIS COUNTY:

SECTION 1: That the County of Travis hereby appoints and designates representatives to be authorized signatories for the following documents:

State of Texas Vouchers
Request(s) for Advance or Reimbursement
Budget Modifications

SECTION 2: That the representatives designated and authorized by the County Commissioners are:

1. Samuel T. Biscoe, County Judge
Travis County, Texas

2. Joseph P. Gieselman, Executive Manager
Transportation & Natural Resources Dept
3. Carol P. Joseph, Assistant Director
Transportation & Natural Resources Dept
4. Melinda Mallia, Environmental Project Manager
Transportation & Natural Resources Dept

ADOPTED BY THE TRAVIS COUNTY COMMISSIONERS' COURT THIS 27TH DAY OF
JANUARY, 2009.

SAMUEL T. BISCOE
County Judge

RON DAVIS
Commissioner, Precinct One

SARAH ECKHARDT
Commissioner, Precinct Two

KAREN HUBER
Commissioner, Precinct Three

MARGARET J. GÓMEZ
Commissioner, Precinct Four

**TEXAS COMMUNITY DEVELOPMENT PROGRAM
DEPOSITORY/AUTHORIZED SIGNATORIES DESIGNATION FORM**

Contractor County of Travis

TCDP Contract No. 725085

The financial lending institution listed here will serve as the depository for the Texas Community Development Program contract funds:

Chase Bank

(Name of Lending Institution)

221 West 6th

(Address)

Austin, TX 78701

(County, State Zip Code)

Fund Account Number: _____

The individuals listed below are designated by resolution as authorized signators for contractual documents -- (At least two (2) Signatories Required)

Samuel T. Biscoe

(Name)

County Judge

(Title)

(Signature)

Joseph P. Gieselman

(Name)

TNR Executive Manager

(Title)

(Signature)

Carol Joseph

(Name)

TNR Assistant Director

(Title)

(Signature)

(Name)

(Title)

(Signature)

**TEXAS COMMUNITY DEVELOPMENT PROGRAM
DEPOSITORY/AUTHORIZED SIGNATORIES DESIGNATION FORM**

Contractor County of Travis

TCDP Contract No. 725085

The financial lending institution listed here will serve as the depository for the Texas Community Development Program contract funds:

Chase Bank
(Name of Lending Institution)

221 West 6th
(Address)

Austin, TX 78701
(County, State Zip Code)

Fund Account Number: _____

The individuals listed below are designated by resolution as authorized signators for contractual documents -- (At least two (2) Signatories Required)

Samuel T. Biscoe
(Name)
County Judge
(Title)

(Signature)

Joseph P. Gieselman
(Name)
TNR Executive Manager
(Title)

(Signature)

Carol Joseph
(Name)
TNR Assistant Director
(Title)

(Signature)

(Name)

(Title)

(Signature)

Certification of Exemption for HUD funded projects

Determination of activities listed at 24 CFR 58.34(a)
May be subject to provisions of Sec 58.6, as applicable

Grant Recipient: County of Travis Project Name: Water System Improvements

Project Description (Include all actions which are either geographically or functionally related):
Improvements to the water system, including installation of transmission lines and providing water taps, meters and yard lines to eligible households.

Location: NORTHRIDGE ACRES SUBDIVISION.

Funding Source: **CDBG** HOME ESG HOPWA EDI Capital Fund Operating Subsidy Hope VI Other

Funding Amount: \$ 250,000 Grant Number: 725085

I hereby certify that the abovementioned project has been reviewed and determined an Exempt activity per 24 CFR 58.34(a) as follows:

	1. Environmental & other studies, resource identification & the development of plans & strategies;
	2. Information and financial services;
XXX	3. Administrative and management activities;
	4. Public services that will not have a physical impact or result in any physical changes, including but not limited to services concerned with employment, crime prevention, child care, health, drug abuse, education, counseling, energy conservation and welfare or recreational needs;
	5. Inspections and testing of properties for hazards or defects;
	6. Purchase of insurance;
	7. Purchase of tools;
XXX	8. Engineering or design costs;
	9. Technical assistance and training;
	10. Assistance for temporary or permanent improvements that do not alter environmental conditions and are limited to protection, repair, or restoration activities necessary only to control or arrest the effects from disasters or imminent threats to public safety including those resulting from physical deterioration;
	11. Payment of principal and interest on loans made or obligations guaranteed by HUD;
	12. Any of the categorical exclusions listed in Sec. 58.35(a) provided that there are no circumstances that require compliance with any other Federal laws and authorities cited in Sec. 58.5.

If your project falls into any of the above categories, no Request for Release of Funds (RROF) is required, and no further environmental approval from HUD will be needed by the recipient for the draw-down of funds to carry out exempt activities and projects. The responsible entity must maintain this document as a written record of the environmental review undertaken under this part for each project.

By signing below the Responsible Entity certifies in writing that each activity or project is exempt and meets the conditions specified for such exemption under section 24 CFR 58.34(a). Please keep a copy of this determination in your project files.

Samuel T. Biscoe
Responsible Entity Certifying Official Name

Judge
Title (please print)

Responsible Entity Certifying Official Signature

January 27, 2009
Date

APPOINTMENT OF LABOR STANDARDS OFFICER

TCDP Contract No: 725085

Locality: County of Travis

I, Samuel T. Biscoe hereby appoint J Gandolf Burrus
(County Judge) (Print Name)

as the Labor Standards Officer for the aforementioned contract. The appointed Labor Standards Officer is assigned to oversee the labor portion of the contract and will be responsible for assuring compliance with all requirements under CHAPTER 7 of the Texas Community Development Program Project Implementation Manual.

Appointed Labor Standards Officer: J Gandolf Burrus
(Print Name)

Address: PO Box 33043, Austin

County: Travis State: TX Zip: 78764

Telephone: (512) 707-0455 (512) 707-7211 (fax)

I acknowledge the appointment and duties of Labor Standards Officer.

Signature: _____ Date _____
(Labor Standards Officer)

Appointed by: Samuel T. Biscoe Title: County Judge

Signature: _____ Date: January 27, 2009



SAMUEL T. BISCOE
COUNTY JUDGE

TRAVIS COUNTY ADMINISTRATION BUILDING
P.O. BOX 1748 ROOM 520
AUSTIN, TEXAS 78767
(512) 473-9555

January 27, 2009

Kelle Odom, Regional Coordinator
Office of Rural Community Affairs
P.O. Box 12877
Capitol Station
Austin, Texas 78711-2877

RE: TxCDBG Program Grant No. 725085

Dear Ms. Odom,

Please accept this as formal request to deliver all correspondence regarding the above referenced grant in the following manner:

County Mailing Address:

Melinda Mallia Phone: (512) 854-4460
Travis County Fax: (512) 854-6474
Transportation and Natural Resources
P.O. Box 1748
Austin, Texas 78767

Grant Administrator: J Gandolf Burrus Phone: (512) 707-0455
Grant Development Services Fax: (512) 707-7211
PO Box 33043
Austin, Texas 78764

We look forward to working with you. Thank you again for the providing this opportunity for us to work together to improve our community.

Sincerely,

Samuel T. Biscoe
County Judge

TCDP APPLICANT/RECIPIENT DISCLOSURE/UPDATE REPORT

PART I APPLICANT/RECIPIENT INFORMATION

Indicate Whether This Is An Initial Report Or An Update Report

1. Applicant Name, Address, And Phone Number (Include Area Code) County of Travis 314 W. 11th Street, Austin TX 78701 (512) 854-9555	TCDP Assigned Number <p align="center">725085</p>
2. Project Assisted/To Be Assisted (Project/Activity Description And Its Location By County And County) Improvements to the water system located in NORTHRIDGE ACRES SUBDIVISION including installation of transmission lines and water taps, meters and yard lines for eligible households. County of Travis, TX	3. Amount Requested/Received <p align="center">\$ 250,000.00</p>

PART II OTHER GOVERNMENT ASSISTANCE PROVIDED/REQUESTED

No Other Government Assistance To Disclose

1. Department/State/Local Agency Name TEXAS WATER DEVELOPMENT BOARD	Address (County, State and Zip Code) Street, Austin TX 78701	
Program Small Community Hardship Program (SCHP) and the Rural Water Assistance Fund (RWAF)	Type Of Assistance Grant	Amount Requested/Provided \$1,000,000 (SCHP) \$ 334,000 (RWAF)
2. Department/State/Local Agency Name	Address (County, State and Zip Code)	
Program	Type Of Assistance	Amount Requested/Provided
3. Department/State/Local Agency Name	Address (County, State and Zip Code)	
Program	Type Of Assistance	Amount Requested/Provided
4. Department/State/Local Agency Name	Address (County, State and Zip Code)	
Program	Type Of Assistance	Amount Requested/Provided

PART III INTERESTED PARTIES

There Are No Persons With A Reportable Financial Interest To Disclose

List All Persons With A Reportable Financial Interest In The Project Or Activity	Social Security Number Or Employee ID Number	Type Of Participation In Project/Activity	Financial Interest In Project/Activity (Dollars And %)
J Gandolf Burrus, President Grant Development Services, Inc PO Box 33043 Austin, TX 78764	74-2795956	Project Administrator	\$ 49,500 Contract Administration 100% Local Funds
Steven J. Coonan, P.E. (Principal) Tony Buonodono, P.E. Alan Plummer & Associates, Inc. 6300 La Clama Drive Austin, TX 78752		Project Engineers	\$194,063.00 0% ORCA funds
Luc Larocque Boretex, LLC 2300 Rain Water Drive Austin, TX 78734		Construction	\$1, 106,677.50 Construction (\$250,000 ORCA funds)

PART IV REPORT ON EXPECTED SOURCES AND USES OF FUNDS

Source Of Funds

ORCA Community Development Block Grant	\$250,000.00
TEXAS WATER DEVELOPMENT BOARD Funds	316,790.00

TOTAL SOURCES OF FUNDS **\$ 566,790.00**

Use Of Funds

Construction of Water System Improvements	\$566,790.00
--	---------------------

TOTAL USES OF FUNDS **\$ 566,790.00**

CERTIFICATION: I certify that the information given on this form is true and complete.

Signature	Date
	January 27, 2009

Samuel T. Biscoe, Judge
County of Travis

Report on Real Property Acquisition Activities

Contractor Locality: TRAVIS COUNTY

TxCDBG Contract No. 725085

Describe Acquisition Activity: _____

OR

Check if No Acquisition Activity (Not Applicable)

Date of Final Acquisition Activity: _____

TYPE OF ACQUISITION CHECK ONE:	NUMBER OF PARCELS	TOTAL DOLLAR AMOUNT PAID
Just Compensation		
Negotiation		
Donation		
Public Agency		
Condemnation		
Voluntary (site is non-site specific)		
TOTALS	0	0.00

<p>Prepared by:</p> <p>Name <u>J Gandolf Burrus</u></p> <p>Phone <u>(512) 560-4477</u></p> <p>Title <u>President</u> <u>Grant Development Services, Inc.</u></p> <p>Date _____</p>	<p>Approved by:</p> <p>Signature _____</p> <p>Title <u>County Judge</u></p> <p>Date <u>January 27, 2009</u></p>
---	--

**Designation Form for Section 504
And Equal Opportunity/Fair Housing Officer**

City/County: TRAVIS COUNTY
Address: 314 W. 11th Street
Austin, TX 78701
Telephone Number: (512) 854-9555

RE: ORCA Non-Border Colonia Fund Contract No. 725085

I, **Samuel T. Biscoe**, do hereby appoint **J Gandolf Burrus, Grant Development Services**, as the Fair Housing/Equal Opportunity Standards Officer for the TRAVIS COUNTY Northridge Acres CDBG project, **ORCA Contract No. 725085**.

The Fair Housing/Equal Opportunity/Section 504 Standards Officer shall be responsible for the oversight and compliance of fair housing and equal opportunity activities to be performed by the County of Travis as required by the Texas Community Development Block Grant Program.

The Fair Housing/Equal Opportunity/Section 504 Standards Officer is responsible for being familiar with and adhering to all civil rights laws and regulations pertaining to the Texas Community Development Program, including those described in the TxCDBG Implementation Manual and those listed on Exhibit D of the TxCDBG contract.

Fair Housing/Equal Opportunity Standards Officer: _____
(Signature)

Appointed by: **Samuel T. Biscoe, County Judge**

Signature

VS#

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TRAVIS COUNTY COMMISSIONER'S COURT
AGENDA REQUEST

Please consider the following item for Voting Session on: 01/27/2009

I. A. Request made by: Major Darren Long, Corrections Phone No. 512-854-9348

B. Requested Text:

Request to decommission Building 310 (CCE) at Travis County Correctional Complex so it can be utilized for additional space for our training academy.

C. Approved by: _____

Signature of Commissioner or Judge

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

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

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

Please list those contacted and their phone numbers:

Bill Derryberry 854-4741

III. PERSONNEL
A change in your department's personnel (reclass., etc.).

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

_____ Additional funding for your department

_____ Transfer of funds within your department budget

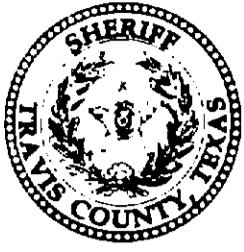
_____ A change in your department's personnel

09 JAN 15 PM 3:23
RECEIVED
COUNTY CLERK

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

AGENDA REQUEST DEADLINE

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



Greg Hamilton, Travis County Sheriff
MEMORANDUM

January 16, 2009

TO: Samuel Biscoe, County Judge
Ron Davis, Commissioner Precinct 1
Sarah Eckhardt, Commissioner Precinct 2
Karen Huber, Commissioner Precinct 3
Margaret Gomez, Commissioner Precinct 4

FROM: Darren Long, Corrections Bureau Major

SUBJECT: Building 310 TCCC Decommission Request

Travis County Sheriff's Office is requesting to decommission Building 310 (CCE) at the Travis County Correctional Complex, for inmate housing, immediately. The preliminary projections for future fiscal years indicate that the 48 beds in CCE will not be necessary and the opening of Building 12 this coming June has the potential for further relief.

The preliminary projections through FY18 are as follows:

FY09	2624
FY10	2676
FY11	2446
FY12	2482
FY13	2585
FY14	2609
FY15	2641
FY16	2573
FY17	2630
FY18	2657

The Sheriff's Office would like to repurpose the building as additional space for our training academy.

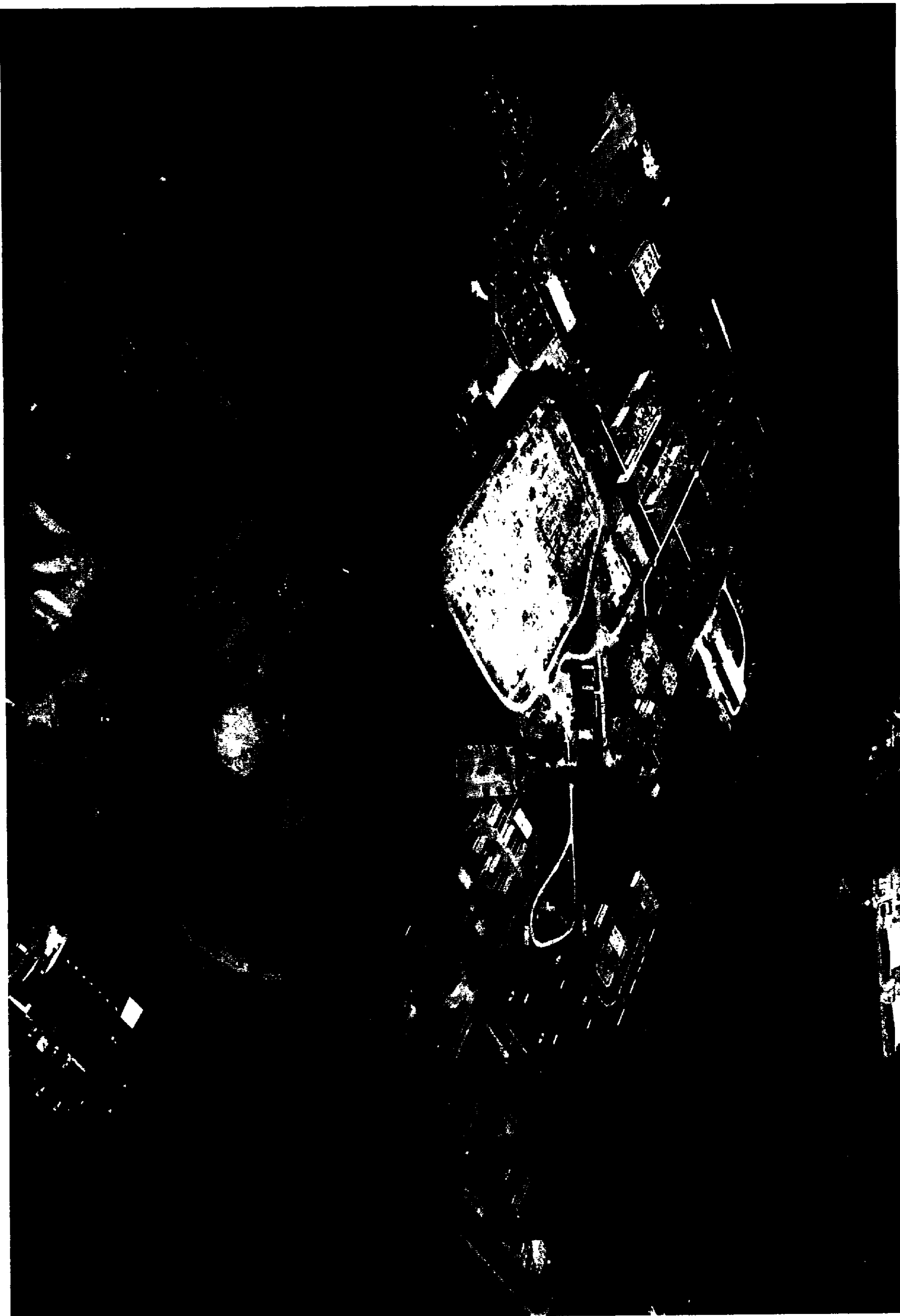
If you should have any questions regarding this matter, please feel free to contact us at any time at 512-854-9348.



727.520.8181
www.aerophoto.com

Travis County Correctional Complex

Negative # 71004 6034
Date 10.04.07



Travis County Commissioners Court Agenda Request

Meeting Date: January 27, 2009

I. A. Requestor: Judge Biscoe Phone # 854-9555

B. Specific Agenda Wording:

CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST FROM SETON MEDICAL CENTER-AUSTIN REGARDING THE CHILDREN'S OPTIMAL HEALTH PARTNERSHIP.

C. Sponsor: _____
County Commissioner or County Judge

II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request.

B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request.

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

- Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

- Contract, Agreement, Travis County Code - Policy & Procedure

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to County Judge's office, Room 520, in writing by Tuesdays at 12:00 p.m. for the next week's meeting. Late or incomplete requests may be deferred to the following week's meeting.

Children's Optimal Health Merging Trust and Technology

Children's Optimal Health, (COH) seeks to understand and alter the social determinants of health disparities among Central Texas children by integrating geographic information systems, (GIS), as a tool to generate and test hypotheses to affect change through research, policy, agency operations, and community engagement. COH's approach goes beyond the standard GIS analysis of zip codes and census tracts and delves deeper into the neighborhood level by using individual level data from multiple and varied sources. Aggregation is driven by the characteristics of the data rather than geo-political boundaries. This allows COH and its partner agencies to analyze trends more accurately at the micro level and intervene more effectively. By using longitudinal datasets, neighborhood change over time can be monitored and visualized.

COH has succeeded in demonstrating the benefit of this concept through the collective leadership and participation of multiple organizations who desire to positively impact the status of Children's health in Central Texas.

Achieving the desired outcome for COH has been an evolving process of exploring priorities and needs within our community. Throughout this process, COH has discovered key ingredients that have proved essential to the maturity of COH:

- Development of a legally reviewed template for a community data sharing agreement coupled with a practices information document
- Establishing rigorous and consistent methods for data cleaning and developing a secure and understandable de-identification, aggregation and protection of person level data,
- Creation of a committee to review data integrity
- Interpretation of every map that is produced by COH
- Implementation of action based upon the findings of COH produced maps

Data Sharing Agreement and Statement of Information Practices

A clearly articulated, legally vetted data sharing agreement is fundamental to managing the risk to individual agencies in divulging their proprietary information for community use. The document must address security and access issues, assure compliance with agency regulations, and manage expectations for organizational benefit from collective participation. Locally, we have strategically decided not to merge datasets from multiple agencies, but rather to layer them using our GIS approach. This limits our interpretation of mapped data to visual correlations only, but that is sufficient to ask questions that guide action, including decisions to explore relationships with stronger research methodologies. Individual agencies can opt to merge datasets for specific purposes.

The data sharing template legally holds COH to various standards and legal policies but does not explain the procedures that will be taken to ensure these legal obligations are upheld. This information is contained in the COH

Statement of Information Practices. The Statement of Information Practices, SIP, contains the policies and procedures that COH has established in order to ensure projects are produced upon a consistent and rigorous standard.

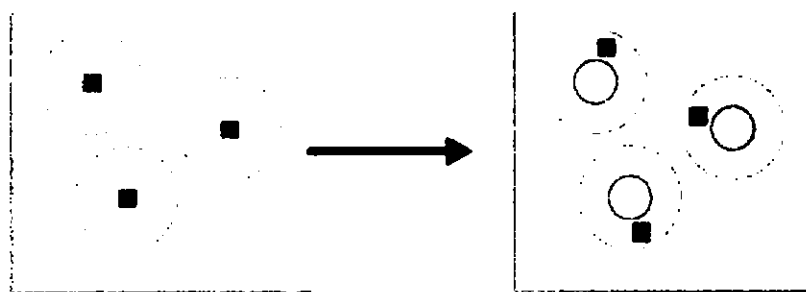
Data Cleaning and De-identification

COH's model layers the datasets of multiple agencies and organizations in order to create maps for analysis. Datasets come from various types of partners and "data owners" and each partner has a different way of collecting and managing their datasets. It is because of these different sources, that standards for data cleaning must be created to ensure that no matter the variation in inputs, the output will still remain secure and accurate.

As a general rule, all types of data should adhere to rigorous quality standards for any analysis output to relay accurate information about the specified data set. GIS analysis relies on accurate spatial information; the COH approach relies primarily on point data, specifically on the conversion of residential addresses into latitude and longitude (lat/long) coordinates. Non-standard conventions, such as street name or post-fix misspellings and abbreviations, incorrect street numbers or non-labeling of streets, drives and roads all can cause an error in conversion. If this information is not accurately converted, it is lost from the dataset for GIS analysis and can reduce the efficacy of the approach. It is for this reason COH works with the sharing agency to develop a data set containing cleaned addresses.

After a dataset has been cleaned, COH continues to work with a partner to ensure that any information transferred from the data owner to COH and retained on the COH server is unidentifiable. Tabular de-identification methods are applied as best suits each partner. Each contributing partner agrees to create and maintain a unique identifier for each person served. The identifier will be both retrospectively and prospectively unique (no recycling of IDs). To protect confidentiality the identifier will be distinct from any agency-generated unique identifier and the partner agency will maintain the translation table of identifiers.

However, the COH approach is primarily a spatial one, so a spatial de-identification methodology has been innovated by COH. Once the address data has been cleaned and a true lat/long derived for the individual, the true lat/long is then de-identified by using a dynamically random shifting algorithm. This algorithm shifts both the latitude and the longitude, independent of one another, and within a range of decimal degrees. Then, a directional rule is randomly applied to the shifted latitude and shifted longitude. This, in effect re-sets the true data point to an alternative location, but within a range, as depicted below.



The algorithm is dynamic in that it re-calculates the shift direction and distance each time the table is opened. The challenge addressed by this approach is to shift the data points sufficiently to protect privacy/confidentiality while still retaining an association to the neighborhood. After the individual points have been randomly shifted, they are aggregated using a GIS technique called rasterization. This approach masks the data much like pixilation masks a face on television, making it impossible to identify individuals.

The last step in the de-identification process is to apply a privacy mask that removes all small data cells from the final map. Applying the Texas Education Agency masking requirements suggests privacy can be met by removing all small cells with values of five or less.

COH must ensure that it complies with the Family Educational Rights and Privacy Act, FERPA, and the Health Insurance Portability and Accountability Act, HIPAA, to protect an individual's privacy. COH has begun researching other policy standards in regards to what constitutes a small cell in differing circumstances. One value of our process is its flexibility to easily change the cell size that should be removed from view.

A Committee to review data integrity

Children's Optimal Health has created a Data Integrity committee to support COH by assuring that best practices are employed in the application of GIS mapping, health services research and public health research. This committee provides guidance to the COH Board and Members on whether the project is adequately defined, needed datasets are available, and the data itself appears reliable. Membership in this committee extends beyond COH members to include an interdisciplinary team that draws on locally available expertise, particularly that afforded by the University of Texas System. In addition, staff from requesting entities may be brought in as needed to address questions and/or provide additional information specific to their project.

Functionally, the roles of this committee are-

- Examination of the data sets and data fields that were collected to determine the reliability and limitations of the data;
- Create a standard disclaimer statement that the correlation of data sets is limited to a visual correlation only;
- Creation of an interpretation, or storyline to accompany each map that addresses any limitations with the data used and provides an initial analysis of what the layered data shows.

Interpreting the Maps

It is COH's policy that every map created by COH will have a story line attached to the image explaining what the map is stating. Given the geospatial nature of GIS mapping, it is difficult to interpret maps beyond a visual correlation. It is for this reason that COH consults multiple view points and technical expertise when writing the first interpretation of the map.

Implementing Action

The four categories listed below are the intended focus areas that can benefit from COH produced maps:

- Operations
- Research
- Policy
- Community

COH intends that the community outcomes from its work will reach far beyond the creation of maps. It is COH's desire that the maps produced would be used to spur action on the neighborhood level within the Central Texas community. COH challenges map Requestors to take action based upon the data revealed in the map(s) produced. These maps would enable organizations to better identify areas of need, target the allocation of resources, and show the impact of efforts over time with the ultimate goal being a positive impact on children's health.

Children's Optimal Health Governing Board

Charter Members:

Austin Independent School District- Dr. Pat Forgione, Superintendent
Greater Austin Chamber of Commerce- Drew Scheberle, Vice President
Housing Authority of the City of Austin- Jim Hargrove, President and CEO
Indigent Care Collaboration- Ann Kitchen, Executive Director
Seton Family of Hospitals- Charles Barnett, President and CEO
St. David's Healthcare- Jon Foster, President and CEO
Travis County Healthcare District- Trish Young, President and CEO
University of Texas at Austin- Dr. Bill Sage, Vice Provost for Health Affairs
University of Texas School of Public Health at Austin- Dr. Steven Kelder, Professor & Co-Director in the Michael & Susan Dell Center for Advancement of Healthy Living

Community Members:

Any Baby Can- Ellen Balthazar, Executive Director
Austin Project- Bob Rutishauser, Board Member
E3 Alliance- Susan Dawson, Executive Director
Lifeworks- Susan McDowell, Executive Director

Officers

Chair: Charles Barnett
Vice Chair: Dr. Bill Sage
Treasurer: Susan Dawson
Secretary: Ellen Balthazar

✓
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Travis County Commissioners Court Agenda Request

Voting Session 1/21/09
(Date)

Work Session _____
(Date)

I. A. Request made by: John C. Hille, Jr., Dir., Trans. Div., TCAO
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

B. Requested Text: Receive briefing from County Attorney regarding outstanding obligation from Kennedy Ridge Water Supply Corporation for Utility Relocation Agreement 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
Cynthia McDonald, TNR	854-9383
Stephen Manilla, TNR	854-9383
Donna Williams-Jones, TNR	854-9383
John C. Hille, Jr., Dir., Trans. Div., TCAO	854-9513

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (473-9106)

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

Human Resources Department (473-9165)

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

Purchasing Office (473-9700)

- ___ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (473-9415)

- ___ Contract, Agreement, Policy & Procedure

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

Travis County Commissioners Court Agenda Request

Voting Session 1/27/09
(Date)

Working Session 1/27/09
(Date)

I. A. Request made by: **COUNTY ATTORNEY (Tim Labadie)** Phone # **854-9513**
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

B. Requested Text:

RECEIVE LEGAL ADVICE FROM AND GIVE DIRECTION TO COUNTY ATTORNEY REGARDING OFFER TO SETTLE CLAIM AGAINST PEDRO DANIEL FOR DAMAGE TO A COUNTY-OWNED GUARDRAIL AND TAKE APPROPRIATE ACTION; EXECUTIVE SESSION ALSO, PURSUANT TO TEX. GOV'T CODE §551.071(1)(B).

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

II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (Original and eight copies for 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, Executive Manager, 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's personnel (reclassifications, etc.)

Purchasing Office

_____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

X Contract, Agreement, Policy & Procedure

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

Travis County Commissioners Court Agenda Request

Voting Session 01/27/09
(Date)

Working Session 01/27/09
(Date)

09 JAN 21 2009
COUNTY CLERK
TRAVIS COUNTY TEXAS
5:50

- I. A. Request made by: COUNTY ATTORNEY (Tim Labadie) Phone # 854-9513
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney
- B. Requested Text:

RECEIVE BRIEFING FROM COUNTY ATTORNEY AND GIVE DIRECTION REGARDING SETTLEMENT OFFER FROM GRIMES COUNTY CONCERNING PAYMENT OF COURT COSTS ASSOCIATED WITH MENTAL HEALTH SERVICES PROCEEDINGS CONDUCTED IN TRAVIS COUNTY AND TAKE APPROPRIATE ACTION; EXECUTIVE SESSION ALSO, PURSUANT TO TEX. GOV'T CODE §§551.071(1)(A) & (B).

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

- II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (Original and eight copies for 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.

Dana DeBeauvoir, County Clerk (854-9188)

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

- _____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

- X Contract, Agreement, Policy & Procedure

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

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CO. JUDGE'S OFFICE
09 JUN 22 AM 8:23 #

Travis County Commissioners Court Agenda Request

Voting Session 1/27/09
(Date)

Work Session _____
(Date)

I. A. Request made by: Alicia Perez, Ex. Mgr., Admin. Op and John Hille, TCAO
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

B. Requested Text: Consider and take appropriate action on Purchase Contract for approximately 3.5 acres of land from the Travis County Community Supervision and Corrections Division to secure SMART Facility Enhancements (Executive Session also pursuant to Tex. Gov't Code Ann. §551.071 and §551.072)

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:

Alicia Perez, Ex. Mgr., Admin. Op.	854-9343
Roger El-Khoury, Dir., Fac. Mgmt.	854-9661
Rodney Rhoades, Ex. Mgr., PBO	854-9106
Belinda Powell, PBO	854-9106
Diana Ramirez, PBO	854-9106
John C. Hille, Jr., Dir., Trans. Div., TCAO	854-9513

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (473-9106)

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

Human Resources Department (473-9165)

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

Purchasing Office (473-9700)

- ___ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (473-9415)

- ___ Contract, Agreement, Policy & Procedure

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

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TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Voting Session: January 27, 2009

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

B. Requested text: RECEIVE BRIEFING FROM COUNTY ATTORNEY AND TAKE APPROPRIATE ACTION REGARDING ISSUES RELATED TO NOVATION OF LICENSE AGREEMENT FOR OPERATION OF COMMUNITY CENTER (EXECUTIVE SESSION – NOTES 1 & 2 GOV CODE ANNOTATED 551.072).

C. Approved by: _____
Signature of Commissioner or Judge

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

Roger A. El Khoury, M.S., P.E., Director, Facilities Management Department (44579)
John Hille, Assistant County Attorney (49415)
Barbara Wilson, Assistant County Attorney (49567)

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

09 JAN 22 AM 10:40
COUNTY CLERK

C2 ✓

Travis County Commissioners Court Agenda Request

Voting Session 1/27/09
(Date)

Work Session _____
(Date)

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

B. Requested Text:

A. Approve setting a public hearing for March 3, 2009 to discuss and approve a partial vacation in Precinct One: Hidden Lake Estates, Section 1 , (Long form plat – 95 Lots – 121.57 acres – Lockwood Drive – City of Austin 5 Mile ETJ).

C. Approved by:

Commissioner Ron Davis, Precinct One

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

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

Joe Arriaga: 854-7562
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)

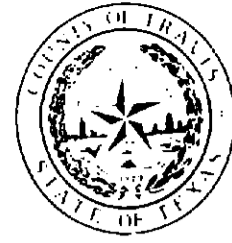
- ___ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

- ___ Contract, Agreement, Policy & Procedure

80 JAN 28 09 11:00 AM
TRAVIS COUNTY CLERK'S OFFICE

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



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER



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

MEMORANDUM

January 9, 2009

TO: Members of the Commissioners Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM:  Anna Bowlin, Division Director, Development Services 

SUBJECT: Partial Vacation of Hidden Lakes Estates, Section 1 - Subdivision

- A. Approve setting a public hearing for March 3, 2009 to discuss and approve a partial vacation in Precinct One: Hidden Lake Estates, Section 1 , (Long form plat – 95 Lots – 121.57 acres – Lockwood Drive – City of Austin 5 Mile ETJ).**

SUMMARY AND STAFF RECOMMENDATION:

The applicant is requesting a partial vacation for Hidden Lakes Estates, Section 1, as per Texas Local Government Code 212.013. The request is for a vacation of 95 lots which includes residential, drainage, public utility easements, and right-of-way lots. The applicant is not proposing to vacate Lot 24 and a part of right-of-way for Lockwood Drive.

This partial vacation application meets all Single Office (Travis County and City of Austin) standards and has been approved by the City of Austin, TNR staff recommends approval.

ISSUES:

Staff has not received any contact from any neighborhood group or any adjacent property owner.

BUDGETARY AND FISCAL IMPACT:

None

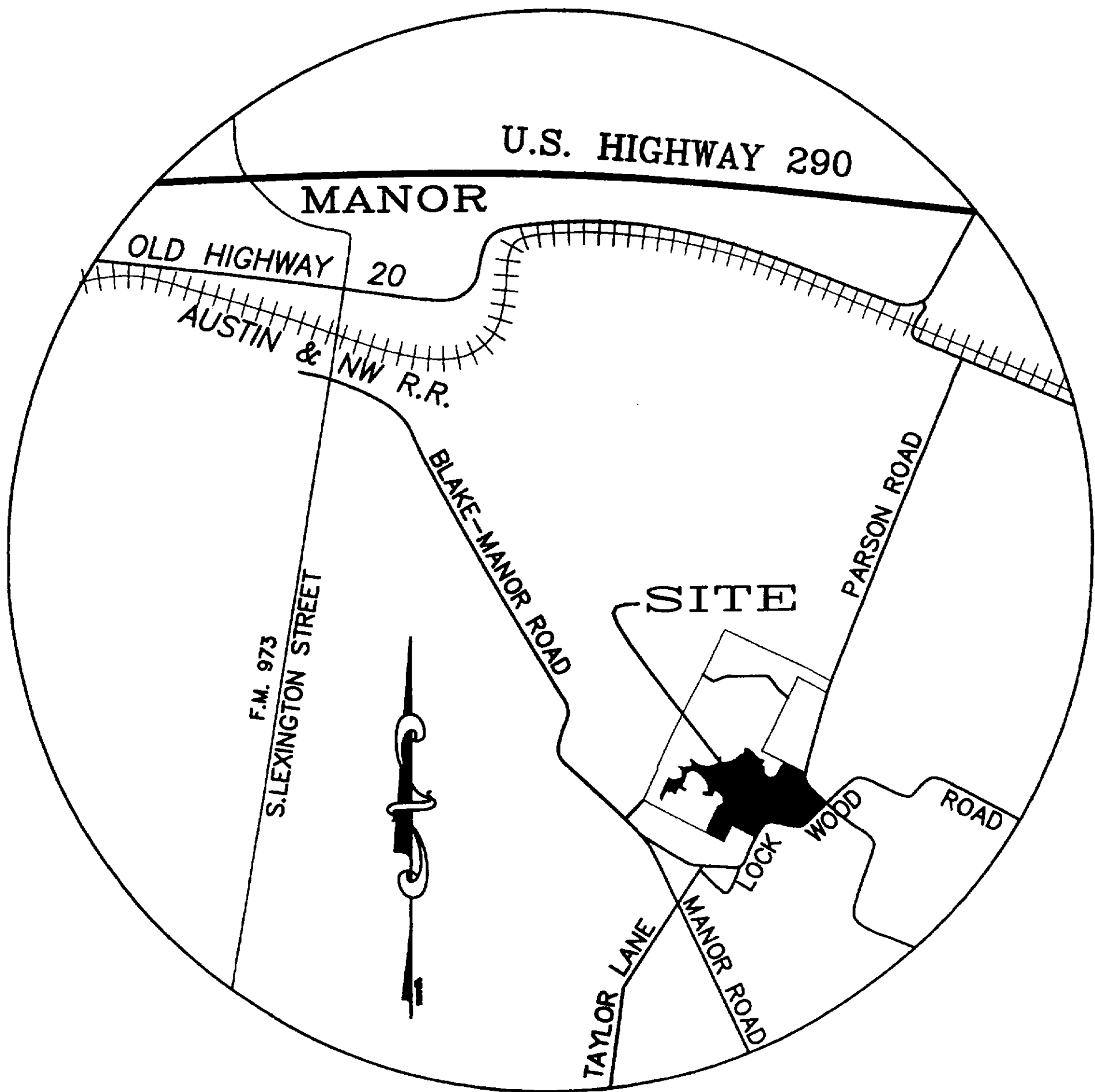
REQUIRED AUTHORIZATIONS:

None

EXHIBITS:

Location map, Original plat and Vacation Document

AMB: JA



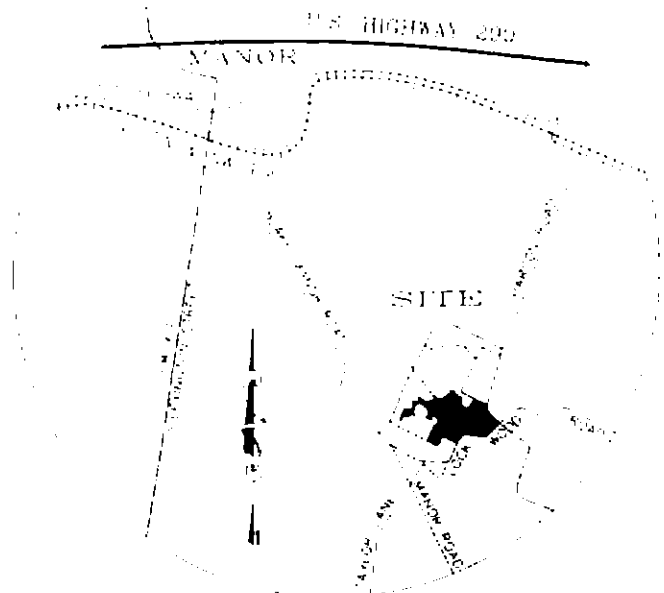
LOCATION MAP

NOT TO SCALE

200700011

HIDDEN LAKE ESTATES SECTION 1

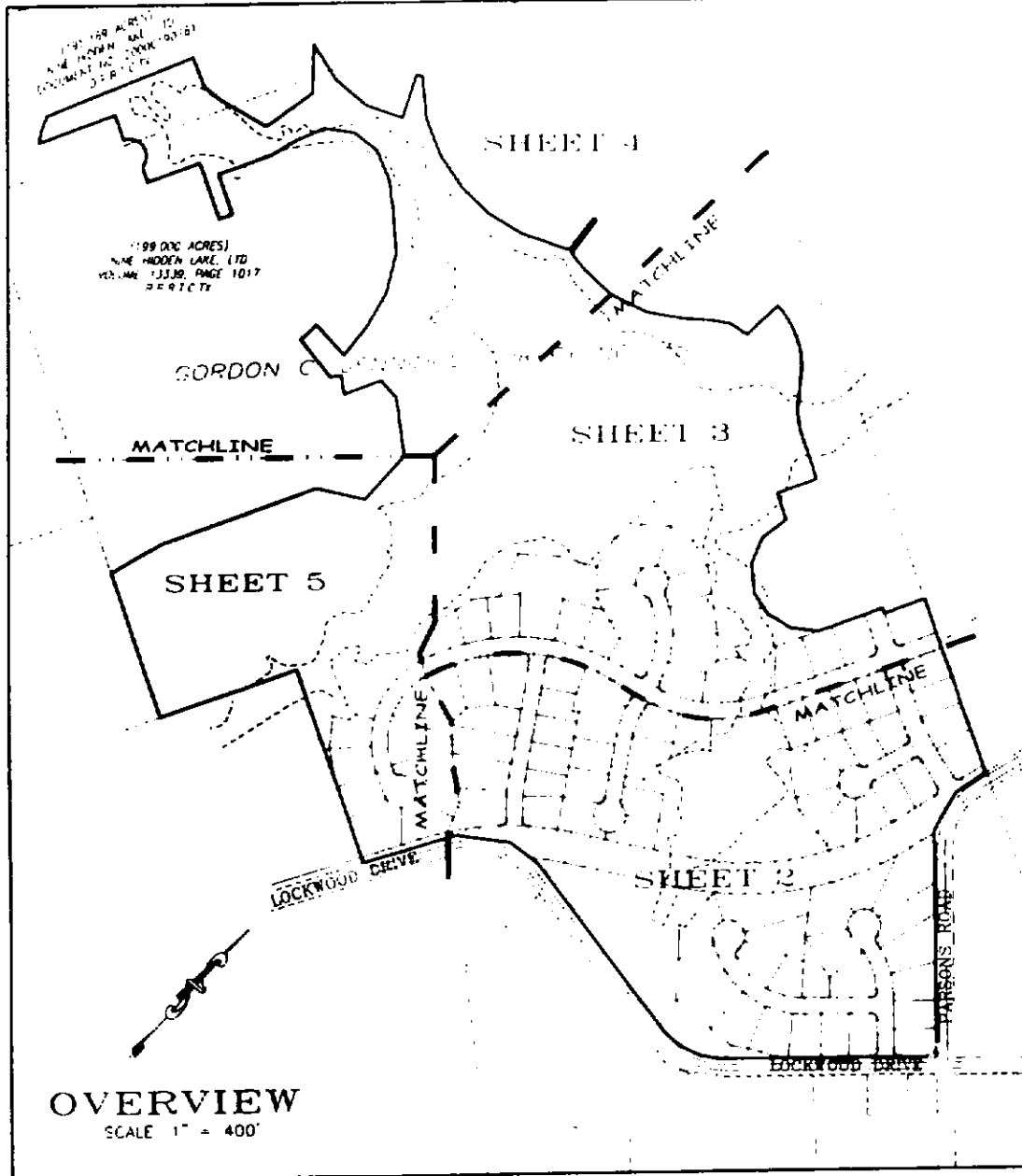
Hidden Lake Estates Sec. 1
Dwg # 200700011



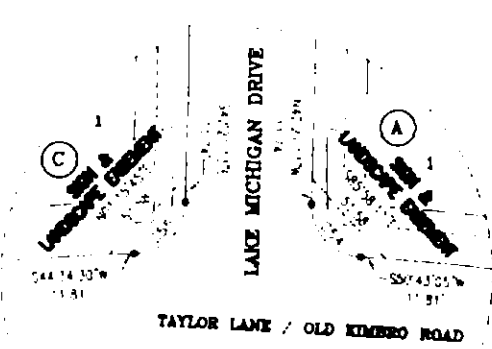
LOCATION MAP
NOT TO SCALE

LINEAR FOOTAGE OF PRIVATE WAY

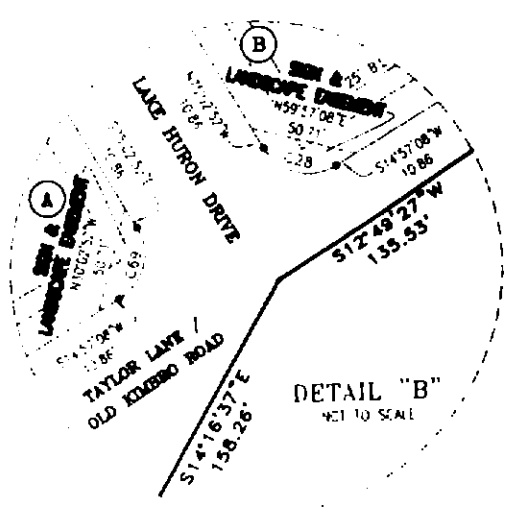
STREET NAME	ROW WIDTH	LINEAR FT
LAKE MICHIGAN DRIVE	60'	570
LAKE GORDON DRIVE	60'	735
LAKE GORDON DRIVE	60'	260
LAKE GORDON DRIVE	60'	1125
LAKE GORDON DRIVE	60'	354
LAKE GORDON DRIVE	60'	837
LAKE GORDON DRIVE	60'	128
TAYLOR LANE / OLD KIMBERO ROAD	75'	1890'
TOTAL		4179'



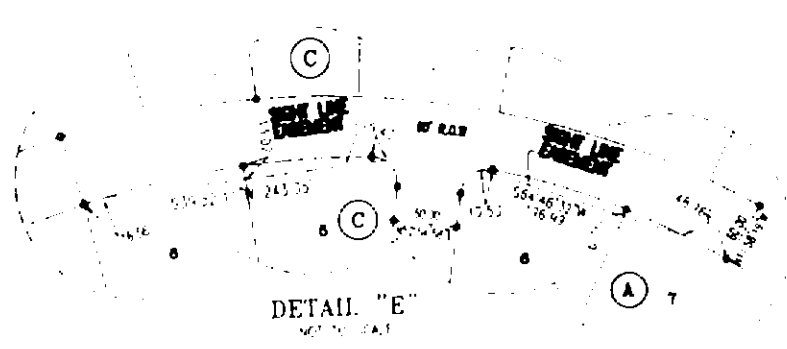
OVERVIEW
SCALE 1" = 400'



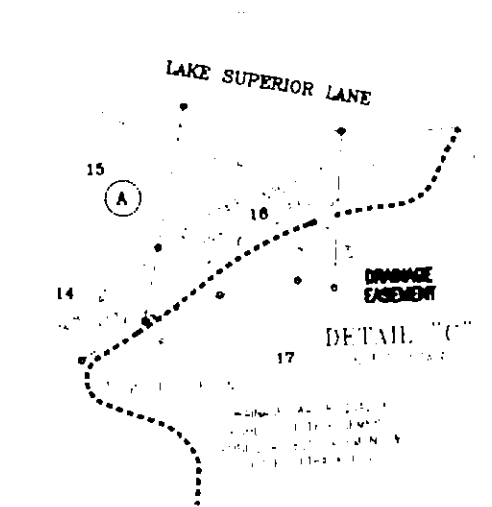
DETAIL "A"
NOT TO SCALE



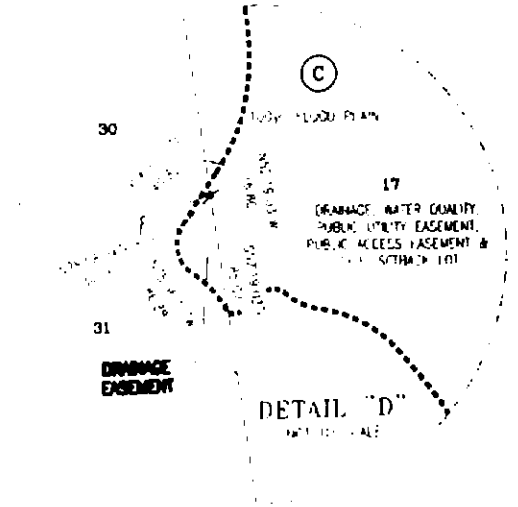
DETAIL "B"
NOT TO SCALE



DETAIL "E"
NOT TO SCALE



DETAIL "C"
NOT TO SCALE



DETAIL "D"
NOT TO SCALE

OWNER: HIDDEN LAKE, LTD.
6601A BEE CAVES ROAD
AUSTIN, TEXAS 78746

ADDRESS: SEE THE ABOVE

PROJECT: HIDDEN LAKE ESTATES SECTION 1

SCALE: AS SHOWN

DATE: 1/23/09

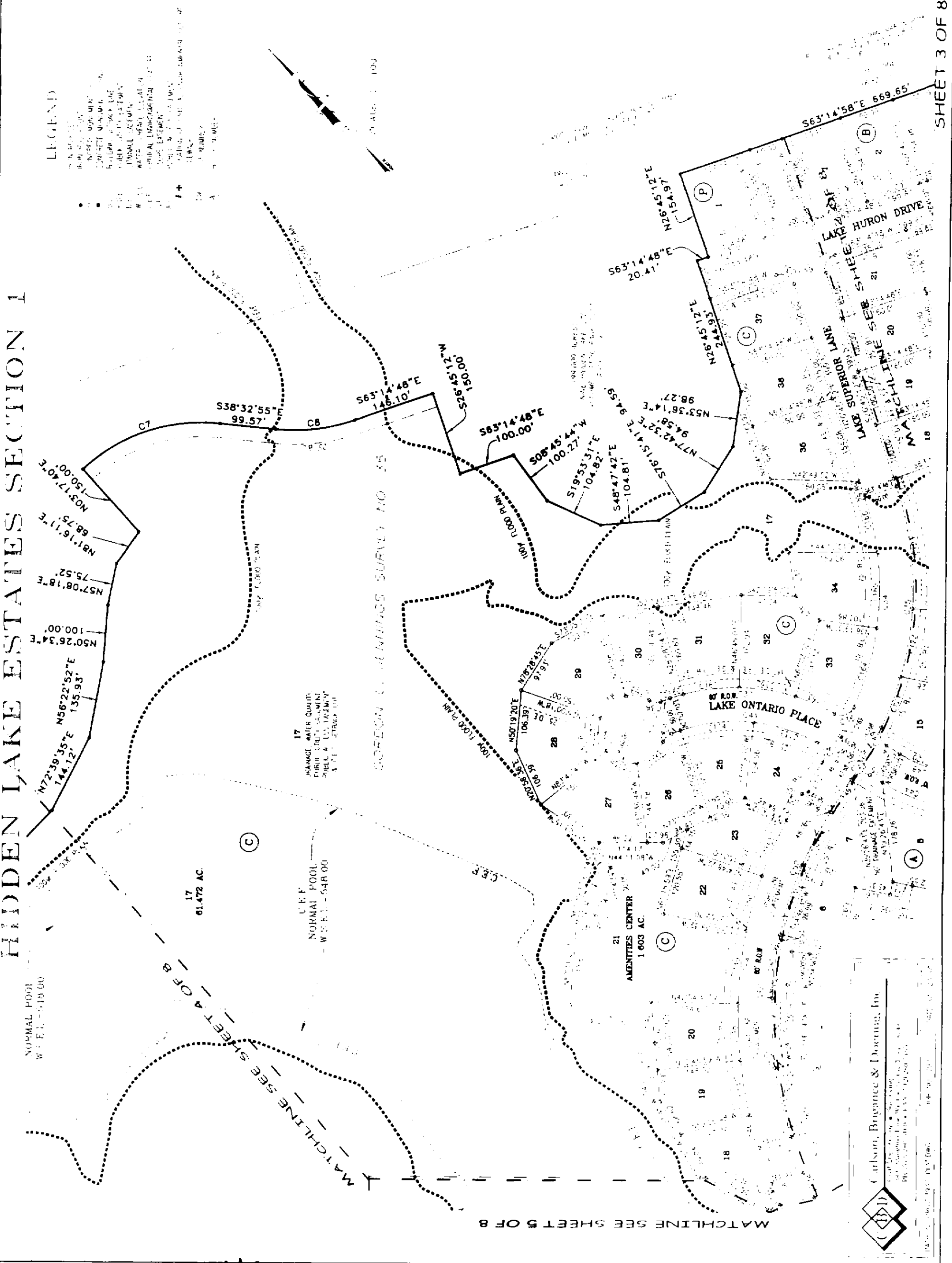
PROJECT NO.: 200700011

DATE PLOTTED: 1/23/09

SCALE: AS SHOWN

SHEET 1 OF 8

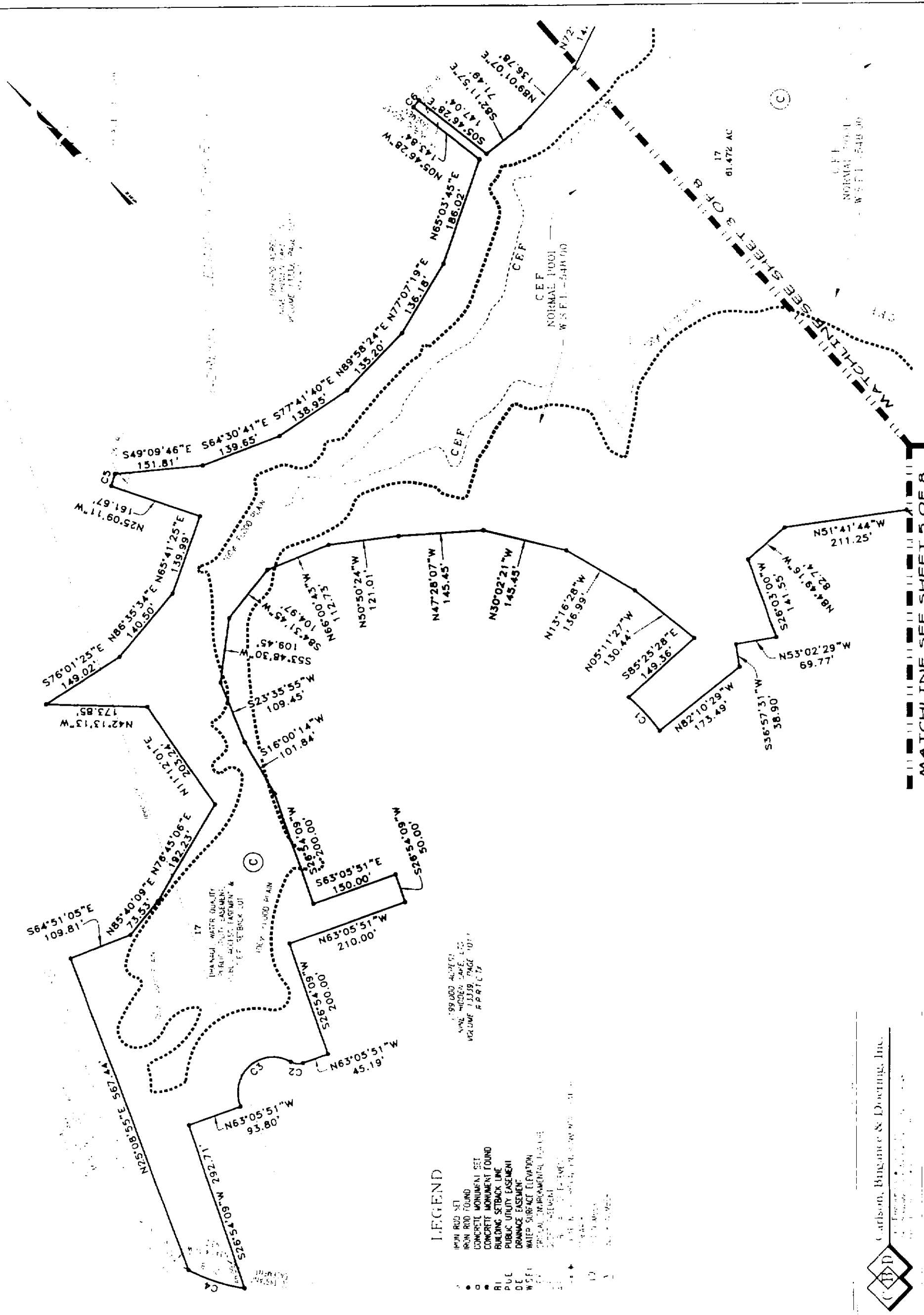
HIDDEN LAKE ESTATES SECTION I



HIDDEN LAKE ESTATES SEC. 7 QJ. 02. 0066. 1A
DOR # 200700011

200700011

HIDDEN LAKE ESTATES SECTION 1



17
61.472 AC

SEE SHEET 3 OF 8

MATCHLINE SEE SHEET 5 OF 8

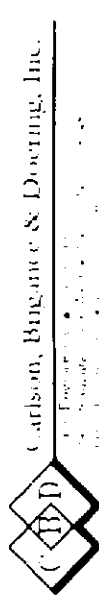
SHEET 4 OF 8

Doc # 200700011

C8J 02-0066.1A

LEGEND

- IRON ROD SET
- IRON ROD FOUND
- CONCRETE MONUMENT SET
- CONCRETE MONUMENT FOUND
- BUILDING SETBACK LINE
- PUBLIC UTILITY EASEMENT
- DRAINAGE EASEMENT
- WATER SURFACE ELEVATION
- CRITICAL ENVIRONMENTAL FEATURE
- SETBACK EASEMENT
- 10' SETBACK EASEMENT
- 20' SETBACK EASEMENT
- 30' SETBACK EASEMENT
- 40' SETBACK EASEMENT
- 50' SETBACK EASEMENT
- 60' SETBACK EASEMENT
- 70' SETBACK EASEMENT
- 80' SETBACK EASEMENT
- 90' SETBACK EASEMENT
- 100' SETBACK EASEMENT



Carlson, Bingham & Doering, Inc.

Professional Surveyors

1000 West 10th Street, Suite 100

Lincoln, NE 68502

Phone: (402) 441-1111

Fax: (402) 441-1112

www.carlsonbhdoering.com

11000000

PARTIAL VACATION OF PLAT
(Hidden Lake Estates Section 1)

THIS PARTIAL VACATION OF PLAT is entered into this 15TH day of December, 2008 by Nine Hidden Lake, Ltd. ("Owner").

WITNESSETH:

WHEREAS, Owner is the owner in fee simple of all of the land encompassed in that certain Plat entitled Hidden Lake Estates Section 1, a subdivision within the Extraterritorial Jurisdiction of the City of Austin, Texas, and within Travis County, Texas, and recorded as Document No. 200700011 of the Official Public Records of Travis County, Texas; and

WHEREAS, Owner desires to vacate all of the lands and lots encompassed by the Plat, save and except the Excluded Lot and Excluded ROW (as hereinafter defined), in accordance with the procedures set forth in Section 212.013 of the Texas Local Government Code.

WHEREAS, the following lot and land is expressly excluded from this Partial Vacation of Plat:

Lot 24, Block Q of Hidden Lake Estates Section 1 according to the Plat filed under Document No. 200700011 in the Official Public Records of Travis County (the "Plat"), and being that certain five foot (5') wide additional right-of-way containing .21 acres of land situated between Lot 24, Block Q of Hidden Lake Estates Section 1, as described above, and Lockwood Drive as shown on the Plat (collectively, the "Excluded Lot" and "Excluded ROW"); and

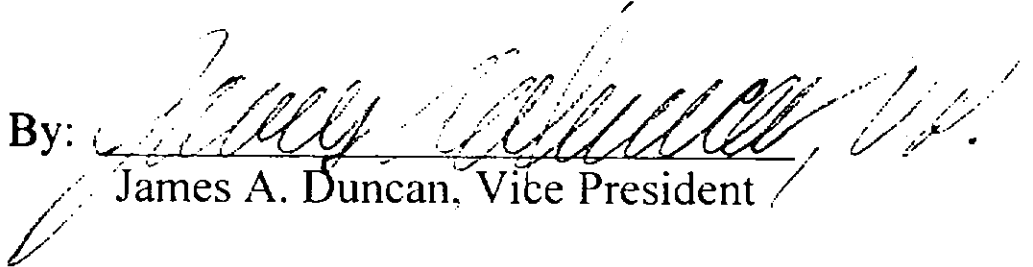
NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the Owner does hereby declare that, subject to the approval of the City of Austin's City Council and Travis County Commissioner's Court, that all of the real property constituting the Plat, save and except the Excluded Lot and Excluded ROW, be vacated and is hereby reduced back to acreage and that all streets, alleys, easements, block lines, tract lines, phase lines, sections, setbacks and restrictions contained in said Plat be and are hereby vacated. There is expressly excluded from this Partial Vacation of Plat the Excluded Lot and Excluded ROW.

The Owner further requests that the City of Austin, Texas and the Commissioner's Court of Travis County, Texas approve said vacation.

[Signature Page Immediately Follows This Page]

NINE HIDDEN LAKE, LTD.,
a Texas limited partnership

By: Nine Interests, Inc., a Texas corporation,
General Partner

By: 
James A. Duncan, Vice President

Address: 6601-A Bee Caves Road
Austin, Texas 78746-5003

THE STATE OF TEXAS

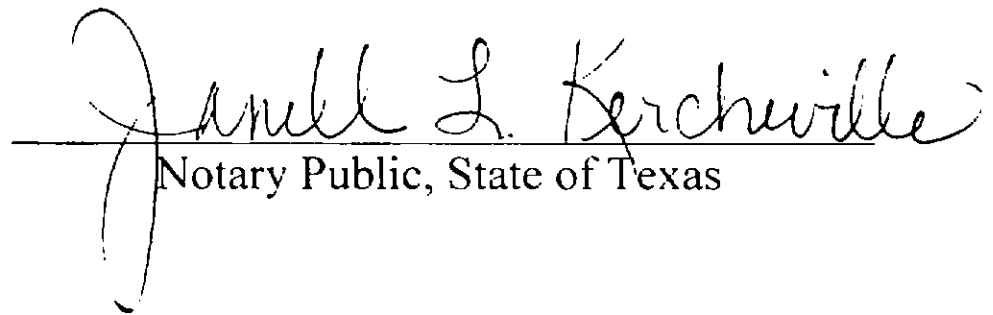
COUNTY OF

§
§
§

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared James A. Duncan, Vice President of Nine Interests, Inc., a Texas corporation, known to me to be the General Partner of NINE HIDDEN LAKE, LTD., a Texas limited partnership, and acknowledged to me that he executed the same as the act and deed of said limited partnership, for the purposes and consideration therein expressed, and in his capacity as a General Partner of said limited partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 15th day of December, 2008.




Notary Public, State of Texas

Approval of Partial Plat Vacation

BE IT KNOWN, that on the ____ day of _____, 200__, the Zoning and Platting Commission of the City of Austin, at its regular meeting, did approve the partial vacation of the subdivision known as Hidden Lake Estates Section 1, a subdivision located in Travis County, Texas, and within the Extraterritorial Jurisdiction of the City of Austin, which is recorded in Document No. 200700011 of the Official Records of Travis County, Texas, upon application therefore by the sole owner of all of the lots and land in said subdivision.

EXECUTED, this ____ day of _____, 200__.

Betty Baker, Chair
Zoning and Platting Commission
City of Austin
Travis County, Texas

ATTEST:

Clarke Hammond, Executive Secretary
Zoning and Platting Commission
City of Austin

THE STATE OF TEXAS
COUNTY OF TRAVIS

Before me, the undersigned authority, a Notary Public for the State of Texas, on this day personally appeared Betty Baker, known to me to be the person whose name is subscribed to in the foregoing instrument of writing as Chair of the Zoning and Platting Commission of the City of Austin, Texas, a municipal corporation, and she acknowledged to me that she executed the same for the purpose and consideration therein expressed and in capacity therein stated.

Given under my hand and seal of office, this the ____ day of _____, 200__.

Notary Public in and for the State of Texas

My Commission Expires: _____

STATE OF TEXAS

COUNTY OF TRAVIS

On _____, 20 _____, the Travis County Commissioners Court approved the partial cancellation of the subdivision known as Hidden Lake Estates Section 1 as described above.

EXECUTED, this _____ day of _____, 20 _____.

Dana Debeauvoir, County Clerk
Travis County, Texas

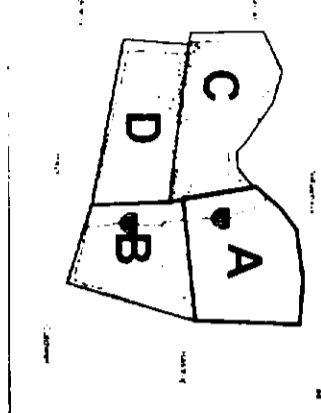
By: _____
Deputy

Return to:
Travis County TNR
Attention: Sarah Sumner
P.O. Box 1748
Austin, TX 78767

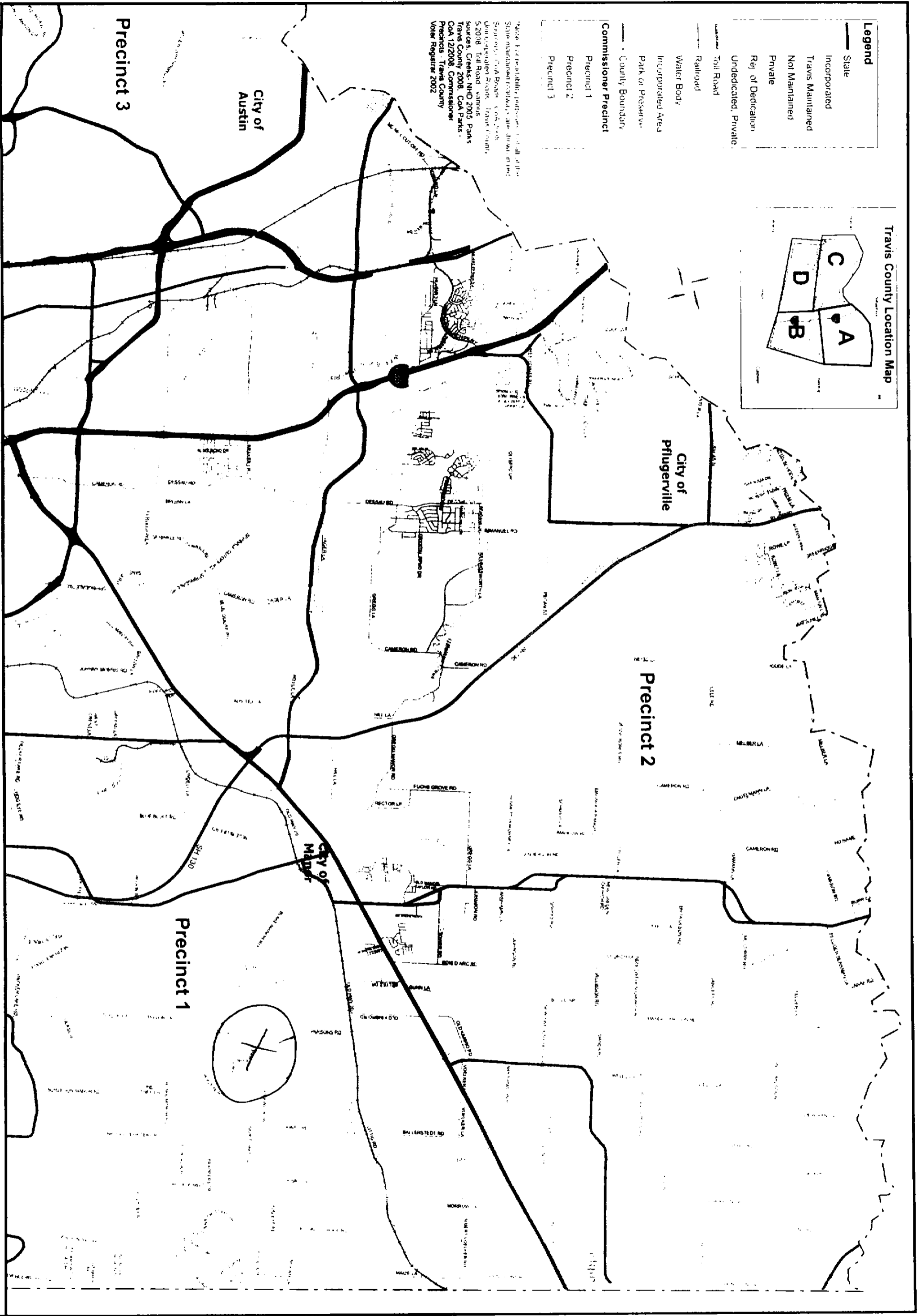
Legend

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

Travis County Location Map



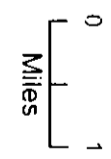
Notes: For readability purposes, not all other State maintained roadways are shown on this map. Sources: COA Road - COA, 2005; Undedicated Road - Tarrant County, 5/2008; Toll Road - various sources; Creeks - NHD 2005; Parks - Travis County 2008; COA Parks - COA 12/2008; Commissioner Precincts - Travis 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) 854-4883.

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 & Natural Resources
 Date: 6/10/2008
 http://www.traviscountytexas.gov

C3

Travis County Commissioners Court Agenda Request

Voting Session 1-27-09
(Date)

Work Session _____
(Date)

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

B. Requested Text:
Approve setting the public hearing for March 3, 2009 to receive comments on:

A. Take appropriate action on a partial plat vacation in Precinct One: Parsons Meadows Section One (Partial vacation – 57 Lots – 16.174 acres – save and except for Lot 2, Block L and 27' of additional ROW containing .21 acres between Lot 2, Block L and Parsons Road - Parsons Road and Lake Champlain Lane – City of Austin 5 mile ETJ).

C. Approved by:

Commissioner Ron Davis, Precinct One

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

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

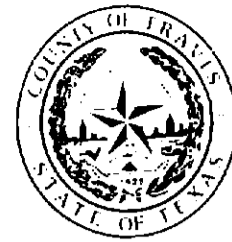
AB Sarah C. Sumner: 854-7687 Dennis Wilson: 854-4217
Anna Bowlin: 854-7561

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

NO. 7 10 02 2009
TRAVIS COUNTY
CLERK

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



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

MEMORANDUM

Jan. 16, 2009

TO: Members of the Commissioners Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM:  Anna Bowlin, Division Director, Development Services

SUBJECT: Parsons Meadows Section One, Precinct One

PROPOSED MOTION:

Approve setting the public hearing for March 3, 2009 to receive comments on:

A. Take appropriate action on a partial plat vacation in Precinct One: Parsons Meadows Section One (Partial vacation – 57 Lots – 16.174 acres – save and except for Lot 2, Block L and 27’ of additional ROW containing .21 acres between Lot 2, Block L and Parsons Road - Parsons Road and Lake Champlain Lane – City of Austin 5 mile ETJ).

SUMMARY AND STAFF RECOMMENDATION:

The applicant is requesting a partial vacation to recorded subdivision, namely Parsons Meadows, Section 1 which consists of 51 single family lots, 3 drainage easement, 2 landscape and 1 CEF lot and 1,838 feet of right-of-way. One single family lot and a small strip of right-of-way along Parsons Road will not be vacated, this enabling the applicant to keep the preliminary plan alive for the future.

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

ISSUES:

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

BUDGETARY AND FISCAL IMPACT:

None.

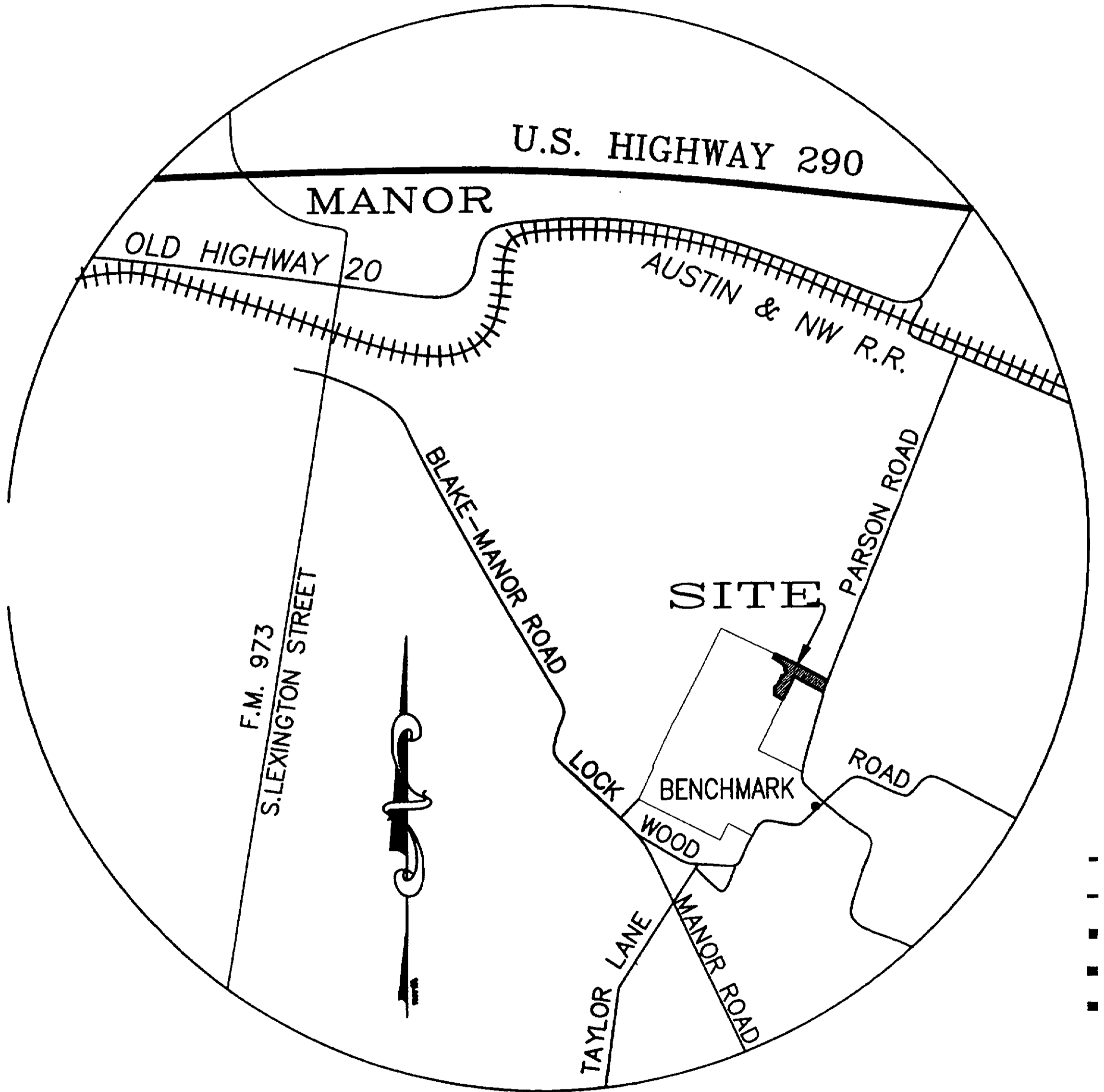
REQUIRED AUTHORIZATIONS:

None.

EXHIBITS:

Location map, Original Plat, Vacation Document, Precinct Map

SCS 0607



LOCATION MAP

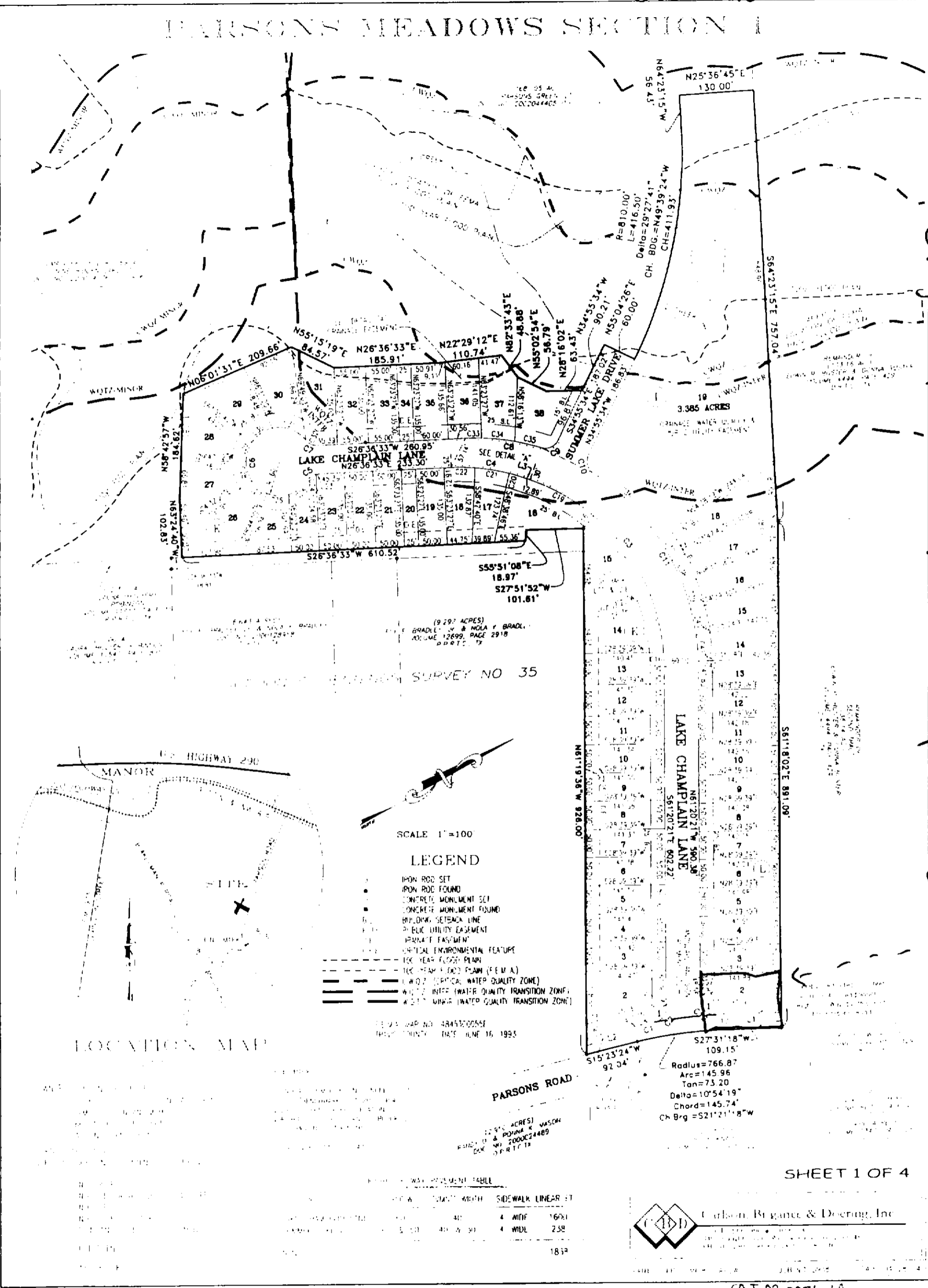
NOT TO SCALE

200700012

PARSONS MEADOWS SEC. 1
Lot # 200700012

PARSONS MEADOWS SECTION 1

Original Plat to be vacated except Lot 2 Blvd L



SHEET 1 OF 4

CBD Carlson, Bragance & Doering, Inc.
 1000 W. 10th Street, Suite 200
 Grand Rapids, MI 49503
 Phone: (616) 455-1100
 Fax: (616) 455-1101
 www.carlsonbragancedoering.com

CBS 02.0076 1A

PARTIAL VACATION OF PLAT
(Parsons Meadows Section 1)

THIS PARTIAL VACATION OF PLAT is entered into this 15TH day of December, 2008 by Parsons Green, Ltd. ("Owner").

WITNESSETH:

WHEREAS, Owner is the owner in fee simple of all of the land encompassed in that certain Plat entitled Parsons Meadows Section 1, a subdivision within the Extraterritorial Jurisdiction of the City of Austin, Texas, and within Travis County, Texas, and recorded as Document No. 200700012 of the Official Public Records of Travis County, Texas; and

WHEREAS, Owner desires to vacate all of the lands and lots encompassed by the Plat, save and except the Excluded Lot and Excluded ROW (as hereinafter defined), in accordance with the procedures set forth in Section 212.013 of the Texas Local Government Code.

WHEREAS, the following lot and land is expressly excluded from this Partial Vacation of Plat:

Lot 2, Block L of Parsons Meadows Section 1 according to the Plat filed under Document No. 200700012 in the Official Public Records of Travis County (the "Plat"), and being that certain twenty-seven foot (27') wide additional right-of-way containing .21 acres of land situated between Lot 2, Block L of Parsons Meadows Section 1, as described above, and Parsons Road as shown on the Plat (collectively, the "Excluded Lot" and "Excluded ROW"); and

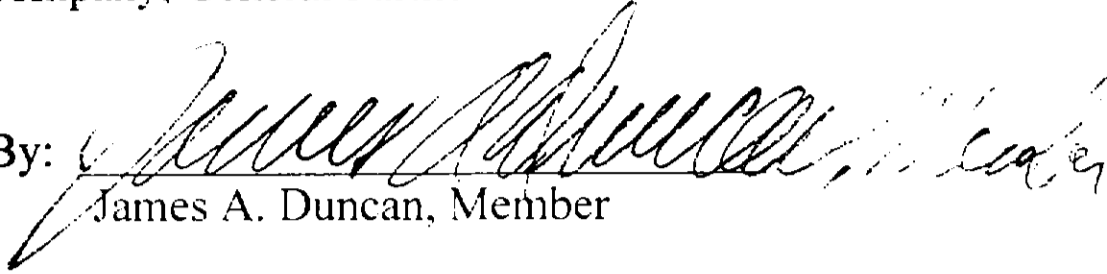
NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the Owner does hereby declare that, subject to the approval of the City of Austin's City Council and Travis County Commissioner's Court, that all of the real property constituting the Plat, save and except the Excluded Lot and Excluded ROW, be vacated and is hereby reduced back to acreage and that all streets, alleys, easements, block lines, tract lines, phase lines, sections, setbacks and restrictions contained in said Plat be and are hereby vacated. There is expressly excluded from this Partial Vacation of Plat the Excluded Lot and Excluded ROW.

The Owner further requests that the City of Austin, Texas and the Commissioner's Court of Travis County, Texas approve said vacation.

[Signature Page Immediately Follows This Page]

PARSONS GREEN, LTD.,
a Texas limited partnership

By: 2316 GP, LLC, a Texas limited liability
company, General Partner

By: 
James A. Duncan, Member

Address: 6601-A Bee Caves Road
Austin, Texas 78746-5003

THE STATE OF TEXAS

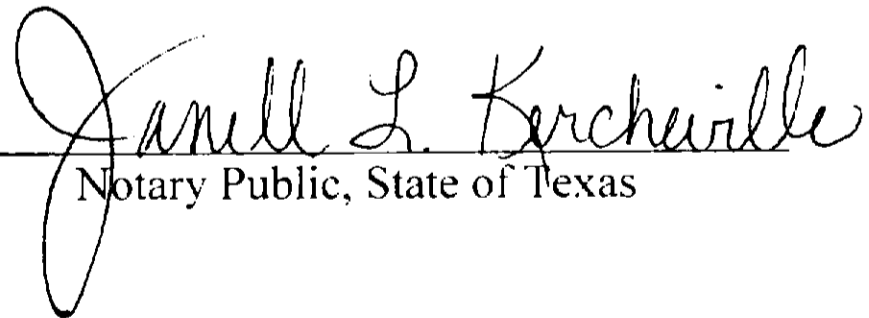
§
§
§

COUNTY OF

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared James A. Duncan, Member of 2316 GP, LLC, a Texas limited liability company, known to me to be the General Partner of PARSONS GREEN, LTD., a Texas limited partnership, and acknowledged to me that he executed the same as the act and deed of said limited partnership, for the purposes and consideration therein expressed, and in his capacity as a General Partner of said limited partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 15th day of December, 2008.




Notary Public, State of Texas

Approval of Partial Plat Vacation

BE IT KNOWN, that on the ____ day of _____, 200__, the Zoning and Platting Commission of the City of Austin, at its regular meeting, did approve the partial vacation of the subdivision known as Parsons Meadows Section 1, a subdivision located in Travis County, Texas, and within the Extraterritorial Jurisdiction of the City of Austin, which is recorded in Document No. 200700011 of the Official Records of Travis County, Texas, upon application therefore by the sole owner of all of the lots and land in said subdivision.

EXECUTED, this ____ day of _____, 200__.

Betty Baker, Chair
Zoning and Platting Commission
City of Austin
Travis County, Texas

ATTEST:

Clarke Hammond, Executive Secretary
Zoning and Platting Commission
City of Austin

THE STATE OF TEXAS
COUNTY OF TRAVIS

Before me, the undersigned authority, a Notary Public for the State of Texas, on this day personally appeared Betty Baker, known to me to be the person whose name is subscribed to in the foregoing instrument of writing as Chair of the Zoning and Platting Commission of the City of Austin, Texas, a municipal corporation, and she acknowledged to me that she executed the same for the purpose and consideration therein expressed and in capacity therein stated.

Given under my hand and seal of office, this the ___ day of _____, 200_.

Notary Public in and for the State of Texas

My Commission Expires: _____

STATE OF TEXAS

COUNTY OF TRAVIS

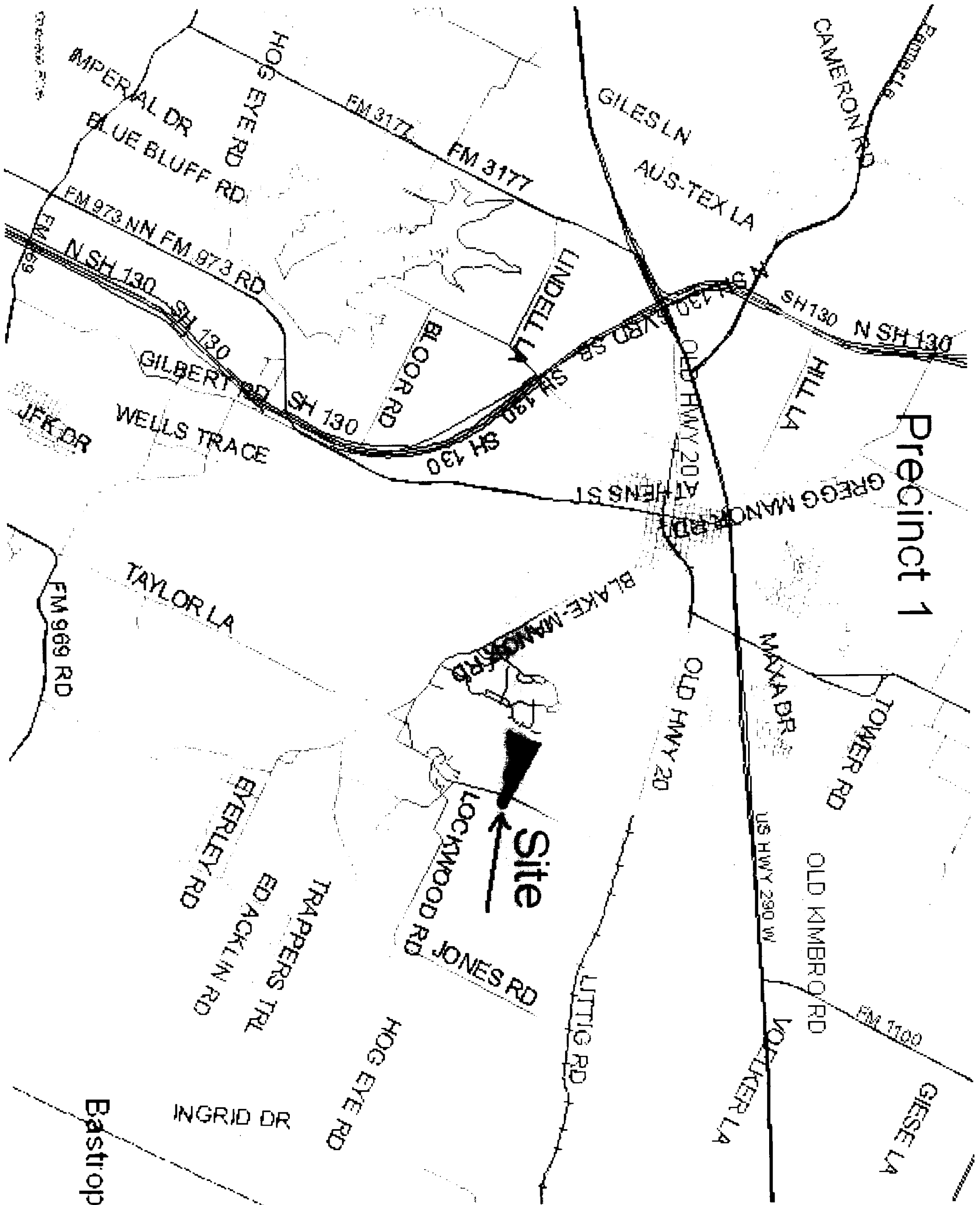
On _____, 20 _____, the Travis County Commissioners Court approved the partial cancellation of the subdivision known as Parsons Meadows Section 1 as described above.

EXECUTED, this _____ day of _____, 20 _____.

Dana Debeauvoir, County Clerk
Travis County, Texas

By: _____
Deputy

Return to:
Travis County TNR
Attention: Sarah Sumner
P.O. Box 1748
Austin, TX 78767



Precinct 1

Site

Bastrop

C4



Travis County Commissioners Court Agenda Request

Voting Session 1-27-09
(Date)

Work Session _____
(Date)

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

B. Requested Text:
Approve setting the public hearing for March 3, 2009 to receive comments on:

A. Take appropriate action on a total plat vacation in Precinct One: Parsons Meadows Section Two (Total vacation – 84 Lots – 27.980 acres – Parsons Road and Lake Champlain Lane – City of Austin 5 mile ETJ).

C. Approved by:

Commissioner Ron Davis, Precinct One

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

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

Sarah C. Sumner: 854-7687 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
(512) 854-9383

MEMORANDUM

Jan. 16, 2009

TO: Members of the Commissioners Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM:  Anna Bowlin, Division Director, Development Services

SUBJECT: Parsons Meadows Section Two, Precinct One

PROPOSED MOTION:

Approve setting the public hearing for March 3, 2009 to receive comments on:

A. Take appropriate action on a total plat vacation in Precinct One: Parsons Meadows Section Two (Total vacation – 84 Lots – 27.980 acres – Parsons Road and Lake Champlain Lane – City of Austin 5 mile ETJ).

SUMMARY AND STAFF RECOMMENDATION:

This section consists of 82 single family lots, 2 utility lots and 3795 lf of ROW. No replat has been submitted at this time and it is likely the developer would like to get their fiscal back given the current economic situation.

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

ISSUES:

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

BUDGETARY AND FISCAL IMPACT:

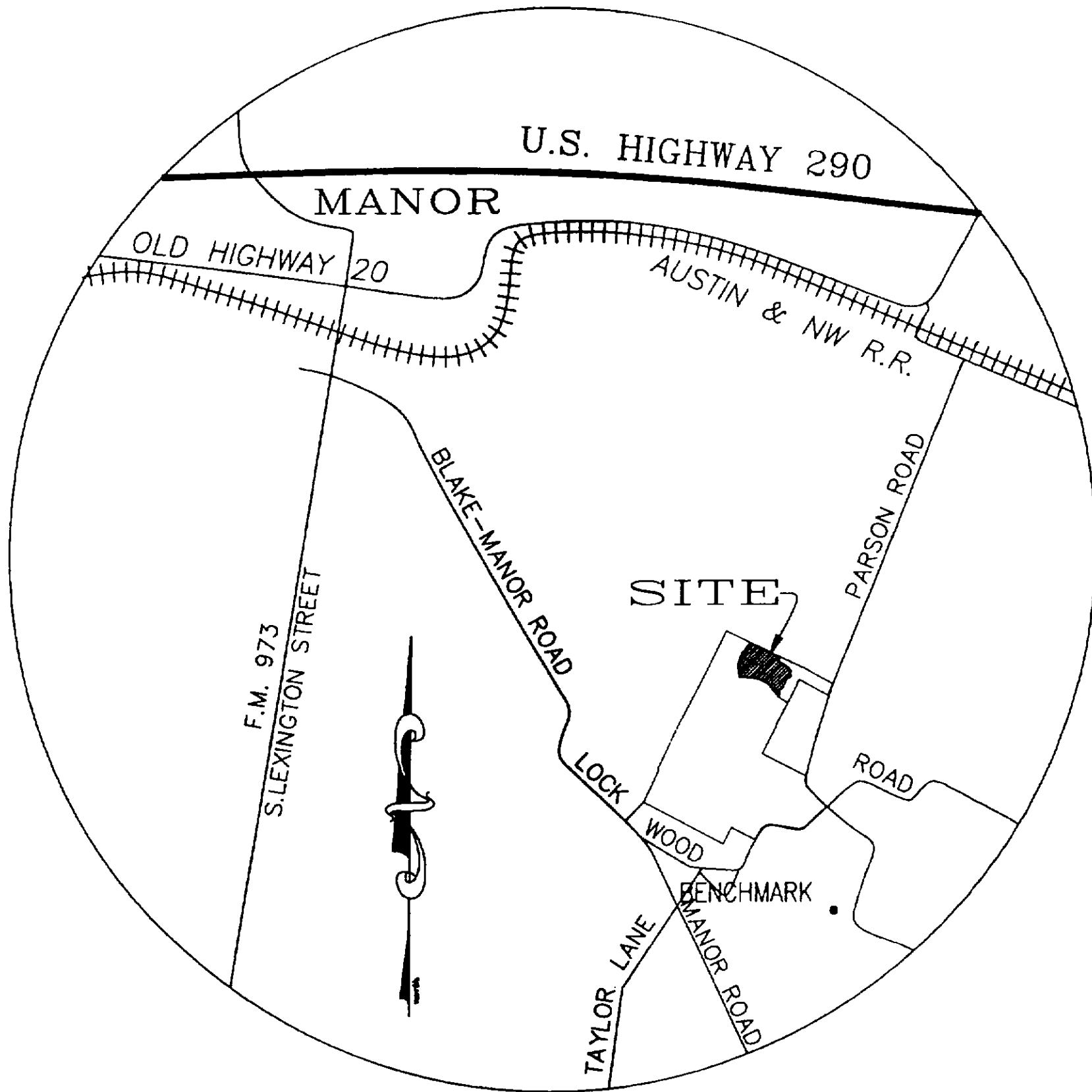
None.

REQUIRED AUTHORIZATIONS:

None.

EXHIBITS:

Location map, Original Plat, Vacation Document, Precinct Map

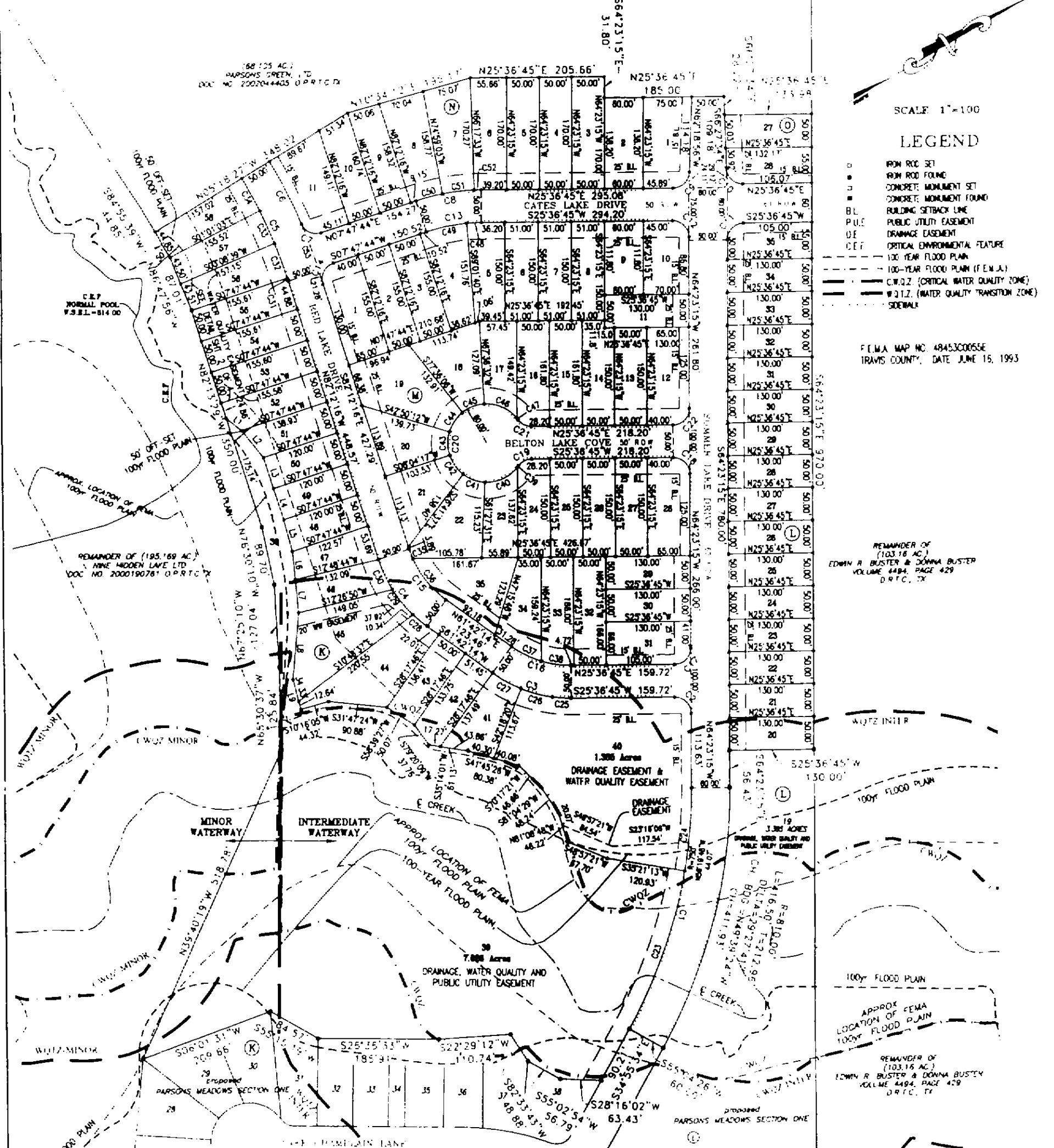


LOCATION MAP

NOT TO SCALE

20070003

PARSONS MEADOWS SECTION 2



SCALE 1"=100'

LEGEND

- IRON ROD SET
- IRON ROD FOUND
- CONCRETE MONUMENT SET
- CONCRETE MONUMENT FOUND
- BL BUILDING SETBACK LINE
- P.U.E. PUBLIC UTILITY EASEMENT
- DE DRAINAGE EASEMENT
- CEP CRITICAL ENVIRONMENTAL FEATURE
- 100-YEAR FLOOD PLAN (FEMA)
- C.W.Q.Z. (CRITICAL WATER QUALITY ZONE)
- W.Q.T.Z. (WATER QUALITY TRANSITION ZONE)
- SIDEWALK

F.E.M.A. MAP NO. 48453C00055E
TRAVIS COUNTY, DATE JUNE 15, 1993

REMAINDER OF (103.16 AC.)
EDWIN R. BUSTER & DONNA BUSTER
VOLUME 4494, PAGE 429
D.R.T.C., TX

Original Plat to be vacated

OWNER PARSON GREEN, LTD
2316 GP, L.L.C. IT'S GENERAL PARTNERS
JAMES A. DUNCAN, MEMBER
5601A BEE CAVES ROAD
AUSTIN, TEXAS 78745

ACREAGE 27.980 ACRES
SURVEY GORDON C. JENNINGS SURVEY NO. 35

BENCHMARK
FOUND 4" ALUM DISC ON CONCRETE POST
"JCS" BENCHMARK "71 ROS 1994"
NAVD 29 THIRD ORDER ELEVATION
NORTHEAST OF LOTS 1 AND 2 BLOCK G HIDDEN
LAKE ESTATES, AS SHOWN IN LOCATION MAP
(ELEVATION 601.14 (601.143))

STREET	R.O.W.	PAV'T WIDTH	SIDWALK	LINEAR FT
BELTON LAKE COVE	50'	50'	4' WIDE	370'
RED LAKE DRIVE	50'	50'	4' WIDE	1175'
CATES LAKE DRIVE	60' & 50'	40' & 50'	4' WIDE	790'
SUMMER LAKE DRIVE	60' & 50'	40' varies to 31'	4' WIDE	1460'
TOTAL				3795'

NO. OF RES. LOTS 82
NO. OF DRAINAGE EASEMENT & WATER QUALITY 1
NO. OF WATER QUALITY PUBLIC UTILITY & PUBLIC ACCESS EASEMENTS 1

LOT TOTAL 84
NO. BLOCKS 5

SHEET 1 OF 4

CBD Carlson, Brignace & Doering, Inc.
Professional Surveyors
10000 N. Loop West, Suite 1000
Dallas, Texas 75243
PH: 972.382.1111 FAX: 972.382.1112

C8J-02-0076.2A

PATH-G:\PROJ\4024\PLAT.DWG JOB NO. 4024

PLA' dwg 11-27-06 31025 pm ES'

VACATION OF PLAT
(Parsons Meadows Section 2)

THIS VACATION OF PLAT is entered into this 15TH day of December, 2008 by Parsons Green, Ltd. ("Owner").

WITNESSETH:

WHEREAS, Owner is the owner in fee simple of all of the land included in that certain Plat entitled Parsons Meadows Section 2, a subdivision within the Extraterritorial Jurisdiction of the City of Austin, Texas and within the unincorporated area of Travis County, Texas, and recorded as Document No. 200700013 of the Official Public Records of Travis County, Texas; and

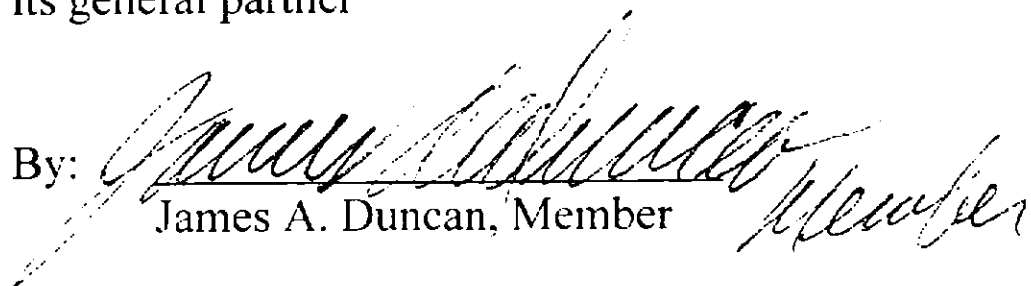
WHEREAS, Owner desires to vacate the Plat in accordance with the procedures set forth in Section 212.013 of the Texas Local Government Code.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the Owner does hereby declare that the Plat be and is hereby in all things abandoned, that all of the real property constituting the Plat be and is hereby reduced back to acreage and that all streets, alleys, easements, block lines, tract lines, phase lines, sections, setbacks and restrictions contained in said Plat be and are hereby vacated.

The Owner further requests that the City of Austin, Texas (to the extent required by law) and the Commissioner's Court of Travis County, Texas (to the extent required by law) approve said vacation.

PARSONS GREEN, LTD.,
a Texas limited partnership

By: 2316 GP, LLC, a Texas limited liability company,
its general partner

By: 
James A. Duncan, Member

Address: 6601-A Bee Caves Road
Austin, Texas 78746-5003

THE STATE OF TEXAS

§
§
§

COUNTY OF

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared James A. Duncan, Member of 2316 GP, LLC, a Texas limited liability company, known to me to be the General Partner of PARSONS GREEN, LTD., a Texas limited partnership, and acknowledged to me that he executed the same as the act and deed of said limited partnership, for the purposes and consideration therein expressed, and in his capacity as a General Partner of said limited partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 15th day of December, 2008.



Janell L. Kercheville

Notary Public, State of Texas

Approval of Vacation of Plat

BE IT KNOWN, that on the ____ day of _____, 200__, the Zoning and Platting Commission of the City of Austin, at its regular meeting, did approve the total vacation of the subdivision known as Parsons Meadows Section 2, a subdivision located in Travis County, Texas, and within the Extraterritorial Jurisdiction of the City of Austin, which is recorded in Document No. 200700013 of the Official Records of Travis County, Texas, upon application therefore by the sole owner of all of the lots and land in said subdivision.

EXECUTED, this ____ day of _____, 200__.

Betty Baker, Chair
Zoning and Platting Commission
City of Austin
Travis County, Texas

ATTEST:

Clarke Hammond, Executive Secretary
Zoning and Platting Commission
City of Austin

THE STATE OF TEXAS
COUNTY OF TRAVIS

Before me, the undersigned authority, a Notary Public for the State of Texas, on this day personally appeared Betty Baker, known to me to be the person whose name is subscribed to in the foregoing instrument of writing as Chair of the Zoning and Platting Commission of the City of Austin, Texas, a municipal corporation, and she acknowledged to me that she executed the same for the purpose and consideration therein expressed and in capacity therein stated.

Given under my hand and seal of office, this the ____ day of _____, 200_.

Notary Public in and for the State of Texas

My Commission Expires: _____

STATE OF TEXAS

COUNTY OF TRAVIS

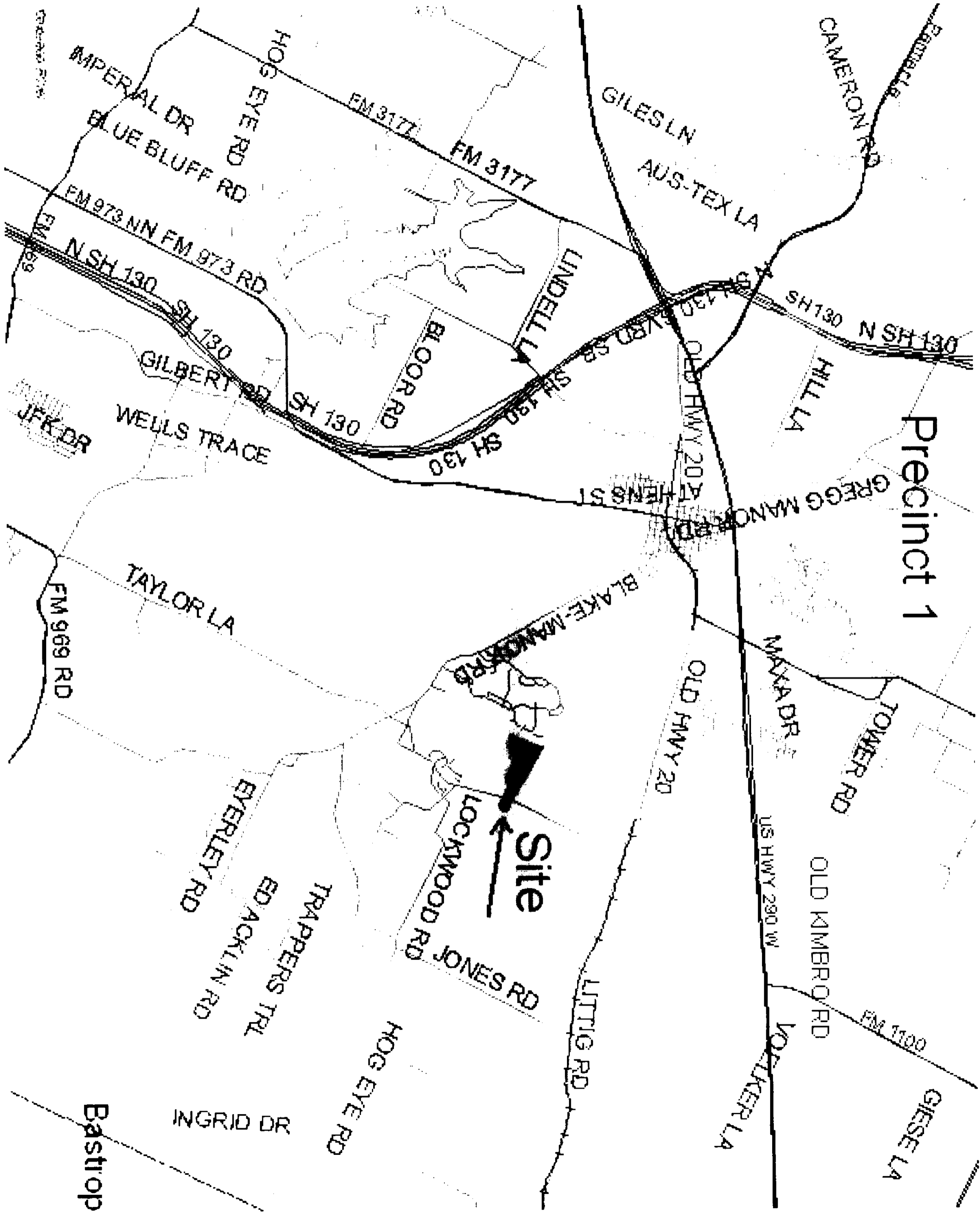
On _____, 20 _____, the Travis County Commissioners Court approved the partial cancellation of the subdivision known as Parsons Meadows Section 2 as described above.

EXECUTED, this _____ day of _____, 20 _____.

Dana Debeauvoir, County Clerk
Travis County, Texas

By: _____
Deputy

Return to:
Travis County TNR
Attention: Sarah Sumner
P.O. Box 1748
Austin, TX 78767



Precinct 1

Site

Bastrop