

2

Travis County Commissioners Court Agenda Request

Voting Session: May 12, 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:

**RECOGNIZE TRAVIS COUNTY EMPLOYEES WHO COMPLETED 20, 25, 30,
AND 35 YEARS OF SERVICE DURING CALENDAR YEAR 2008**

Approved by: _____
Signature of Commissioner or County Judge

II. Additional Information

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

09 APR 28 PM 2:12
RECEIVED
COUNTY JUDGE'S OFFICE



Human Resources Management Department



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

BACKUP MEMORANDUM

DATE: April 24, 2009
TO: Members of the Commissioners Court
VIA: Alicia Perez, Executive Manager, Administrative Operations
FROM: Linda Moore Smith, Director, Human Resources Management Department
SUBJECT: Employee Recognition Day

Proposed Motion

RECOGNIZE TRAVIS COUNTY EMPLOYEES WHO COMPLETED 20, 25, 30, AND 35 YEARS OF SERVICE DURING CALENDAR YEAR 2008

Summary

On April 28, 2009, The Commissioners Court proclaimed May 3rd – 9th as "National County Government Week", May 4th – 10th "Public Service Recognition Week" and May 12th as "Travis County Employee Recognition Day".

On this day – May 12th – Employee Recognition Day – the Commissioners Court publicly recognizes 103 employees whom, through their dedicated service, have achieved the milestones of 20, 25, 30, and 35 years of service during 2008. Collectively, the 103 employees represent 2,235 years with Travis County, with an average of 21.7 years.

Years of Service	Number of Employees
20	76
25	21
30	4
35	2
Total	103

See Pages 2 - 4 for detailed list.

Additionally, there are 438 employees this year whose 5, 10, and 15 years of service are being recognized at the department levels.

This is the 17th year that Travis County has honored employees in this manner. Should you have questions, please do not hesitate to contact Linda Moore Smith at extension 49170.

Service Awards 2009

Hire Date Yr	Dep #	Department Description	Last Name	First Name	Pin Yr
1973	20	COUNTY CLERK	BELL	MARJORIE	35
1973	37	SHERIFF	GRUETZNER	RICHARD	35
Total:					2
1978	8	TAX COLLECTOR	MANOR	MARY	30
1978	35	CONSTABLE 5	COPELAND	BETTY	30
1978	37	SHERIFF	PAGE	JAMIE	30
combined	37	SHERIFF	Rich	Debbie	30
Total:					4
1983	8	TAX COLLECTOR	HART	BARBARA	25
1983	12	INFORMATION & TELECOMMUNI	ELLENBERGER	KYM	25
1983	14	FACILITIES MANAGEMENT	HARRIS	STEVEN	25
1983	22	CIVIL COURTS	DOYLE	LINDA	25
1983	23	DISTRICT ATTORNEY	GEORGE	DONISE	25
1983	23	DISTRICT ATTORNEY	SMITH	CHRISTINE	25
1983	26	JUSTICE OF PEACE 1	JOHNSON	CHERRY	25
1983	35	CONSTABLE 5	CASTANEDA	ARMANDINA	25
1983	37	SHERIFF	COSPER	RICHARD	25
1983	37	SHERIFF	DAY	DELILAH	25
1983	37	SHERIFF	DOWNER	MARK	25
1983	37	SHERIFF	HIBBS	STANLEY	25
1983	39	COMMUNITY SUPERV & CORR	LANDRUM	LAURA	25
1983	39	COMMUNITY SUPERV & CORR	SHIPMAN	AMANDA	25
1983	45	JUVENILE PROBATION	COLBERT	ANDREW	25
1983	49	TNR (TRANS & NATRL RESRC)	ETHERIDGE	STEVEN	25
1983	49	TNR (TRANS & NATRL RESRC)	GARCIA	JAIME	25
1983	49	TNR (TRANS & NATRL RESRC)	NIELSEN	KURT	25
1983	57	RECORDS MANG & COMM RESRC	CASTILLO	ANTHONY	25
1983	57	RECORDS MANG & COMM RESRC	HARGIS	ANTHONY	25
1983	58	HEALTH & HUMAN SERVICES	MARTINEZ	RAMON	25
Total:					21
1988	6	COUNTY AUDITOR	SPATARO	SUSAN	20
1988	6	COUNTY AUDITOR	VAUGHN	CHARLES	20
1988	8	TAX COLLECTOR	CERDA	JOHN	20
1988	15	PURCHSG & INVENTORY MGMT	GARCIA	ROSALINDA	20
1988	19	COUNTY ATTORNEY	GARCIA	ROSE	20
1988	19	COUNTY ATTORNEY	HORTON	GISELLE	20
1988	19	COUNTY ATTORNEY	WILSON	BARBARA	20
1988	20	COUNTY CLERK	LIMON	LOUIS	20
1988	20	COUNTY CLERK	MONTOKA	JULIE	20
1988	22	CIVIL COURTS	PHILLIPS	J	20
1988	22	CIVIL COURTS	TAYLOR	LAURA	20
1988	22	CIVIL COURTS	VANHOY	ELIZABETH	20
1988	23	DISTRICT ATTORNEY	BENESCH	ALLISON	20
1988	23	DISTRICT ATTORNEY	HANSEN	BARRETT	20
1988	23	DISTRICT ATTORNEY	HERNANDEZ	SALLY	20

Service Awards 2009

1988	24	CRIMINAL COURTS	SALMINEN	JONI	20
1988	24	CRIMINAL COURTS	VAVRA	KAREN	20
1988	27	JUSTICE OF PEACE 2	MULLER	CINDY	20
1988	37	SHERIFF	ANDERSON	JEFFREY	20
1988	37	SHERIFF	BANKS	DONALD	20
1988	37	SHERIFF	BORING	DALE	20
1988	37	SHERIFF	CROSS	PAULA	20
1988	37	SHERIFF	DALLEY	STANLEY	20
1988	37	SHERIFF	ESCOBAR	RODOLFO	20
1988	37	SHERIFF	ESTRADA	MARTIN	20
1988	37	SHERIFF	EWALD	ELIZABETH	20
1988	37	SHERIFF	FREDERICK	ROBERT	20
1988	37	SHERIFF	GILLESPIE	NATHANIEL	20
1988	37	SHERIFF	GONZALES	JAMES	20
1988	37	SHERIFF	HALE	RICHARD	20
1988	37	SHERIFF	HARDIN	MARK	20
1988	37	SHERIFF	JOHNSON	LAURA	20
1988	37	SHERIFF	JOHNSON	DAVID	20
1988	37	SHERIFF	JONES	CHARLES	20
1988	37	SHERIFF	JORDAN	DWIGHT	20
1988	37	SHERIFF	LEBLANC	ALRED	20
1988	37	SHERIFF	LOERA	PETE	20
1988	37	SHERIFF	MANION	MICHAEL	20
1988	37	SHERIFF	MARTINEZ	GUILLERMO	20
1988	37	SHERIFF	MEDINA	ROLANDO	20
1988	37	SHERIFF	OMAN	JOHN	20
1988	37	SHERIFF	OSBORN	ROBIN	20
1988	37	SHERIFF	RAVEN	GREGG	20
1988	37	SHERIFF	RUBEL	BRIAN	20
1988	37	SHERIFF	SPEER	ROBERT	20
1988	37	SHERIFF	STEWART	JUANIKI	20
1988	37	SHERIFF	TROTMAN	CORNELIO	20
1988	37	SHERIFF	TRUITT	GREGORY	20
1988	37	SHERIFF	TURNER	COY	20
1988	37	SHERIFF	WELCH	JACQUELINE	20
1988	37	SHERIFF	YBARRA	ANDREW	20
combined	39	COMMUNITY SUPERV & CORR	Batts	Audrey	20
1988	39	COMMUNITY SUPERV & CORR	GARCIA	N	20
1988	39	COMMUNITY SUPERV & CORR	HARP	DONNA	20
1988	39	COMMUNITY SUPERV & CORR	HOWELL	DEBBIE	20
1988	39	COMMUNITY SUPERV & CORR	LUMBRERAS	DIANA	20
1988	39	COMMUNITY SUPERV & CORR	MATA	STELLA	20
1988	39	COMMUNITY SUPERV & CORR	POND	KELLY	20
1988	39	COMMUNITY SUPERV & CORR	SCHATTE	JOHN	20
1988	39	COMMUNITY SUPERV & CORR	SHARPLEY	CATHERINE	20
1988	39	COMMUNITY SUPERV & CORR	THURMAN	PRISCILLA	20
1988	45	JUVENILE PROBATION	MENDOZA	SYLVIA	20
1988	45	JUVENILE PROBATION	OSWALD	MIRIAM	20
1988	45	JUVENILE PROBATION	RILEY	IRIS	20
1988	45	JUVENILE PROBATION	SESSOM	PATRICIA	20
1988	45	JUVENILE PROBATION	SHUMAKER	MARTHA	20
1988	49	TNR (TRANS & NATRL RESRC)	PHILLIPS	RONALD	20
1988	57	RECORDS MANG & COMM RESRC	ARJONA	JOSIE	20

Service Awards 2009

1988	57	RECORDS MANG & COMM RESRC	DAWKINS	CATHY	20
1988	57	RECORDS MANG & COMM RESRC	KROHN	GERALDINE	20
1988	58	HEALTH & HUMAN SERVICES	ANCIRA	DORA	20
1988	58	HEALTH & HUMAN SERVICES	HAAS	KATHLEEN	20
1988	58	HEALTH & HUMAN SERVICES	LUGO	ALFREDO	20
1988	58	HEALTH & HUMAN SERVICES	ORTIZ	ROBERTO	20
1988	58	HEALTH & HUMAN SERVICES	STOKER	JOE	20
1988	58	HEALTH & HUMAN SERVICES	WILLIAMS	MARY	20

Total: 76

Grand Total 103

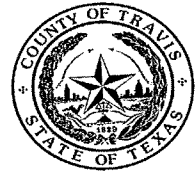
BUDGET AMENDMENTS AND TRANSFERS**FY 2009**

COUNTY JUDGE'S OFFICE

09 MAY -6 AM 9:58

5/12/2009**AMENDMENTS**

BA#	Project Code	FUND	DEPT/DIV	ACT	ELM/OBI	Dept.	Line Item	Increase	Decrease	Pg #
A1		001	9800	981	9892	Reserves	Allocated Reserves		\$ 77,724	1
		001	3201	567	0701	Cons. Pct. 2	Reg Salaries-Permnt Empl	\$ 55,567		
		001	3201	567	2002	Cons. Pct. 2	FICA Tax - OASDI	\$ 3,349		
		001	3201	567	2003	Cons. Pct. 2	Hospitalization	\$ 9,435		
		001	3201	567	2004	Cons. Pct. 2	Life Insurance	\$ 99		
		001	3201	567	2005	Cons. Pct. 2	Retirement Contribution	\$ 5,785		
		001	3201	567	2006	Cons. Pct. 2	Worker's Compensation	\$ 725		
		001	3201	567	2007	Cons. Pct. 2	FICA Tax - Medicare	\$ 784		
		001	3201	567	3055	Cons. Pct. 2	Law Enforcement Eq & Supp	\$ 1,980		
A2		001	9800	981	9821	Reserves	Planning Reserves		\$ 700,000	3
		001	0900	519	4007	PBO	Consulting	\$ 700,000		



PLANNING AND BUDGET OFFICE

TRAVIS COUNTY, TEXAS

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

MEMORANDUM

TO: Commissioners Court

FROM: Randy Lott, Planning and Budget Analyst

A handwritten signature in black ink, appearing to read "Randy Lott", with a long horizontal line extending to the right.

DATE: April 30, 2009

RE: Funding source for Constable, Precinct 2 Security Deputies

On April 21, 2009, Commissioners Court approved, on consent, agenda item #29 regarding a request by Constable, Precinct Two for Security Deputies for the Precinct Two Building. However, no funding source was identified in the backup materials and there was no discussion on the item. It was PBO's intent to recommend Allocated Reserves. In order to move funds to the department, PBO requests that the Commissioners Court approve movement of \$77,724 from Allocated Reserve to the appropriate Constable line items.

cc: The Honorable Adan Ballesteros, Constable, Precinct Two
George Morales, Chief Deputy Constable, Precinct Two
Rodney Rhoades, Leroy Nellis, PBO

Budget Adjustment: 15790

Fyr _ Budget Type: 2009-Reg

Author: 32 - CURTIS, BRYON

Created: 4/24/2009 2:19:03 PM

PBO Category: Amendment

Court Date: Tuesday, May 5 2009

Dept: RESERVES

Just: Other

This was approved by commissioners court on 4/21/09. Per Randy and Jose Palcious. Call
 randy at ext:49726 fro any additional info needed. bryon 46372.

From Account	Acct Desc	Project	Proj Desc	Amount
001-9800-981-9892	ALLOCATED RESERVES			77,724
				<hr/>
				77,724
To Account		Project		Amount
001-3201-567-0701	REG SALARIES-PERMNT EMPL			55,567
001-3201-567-2002	FICA TAX - OASDI			3,349
001-3201-567-2003	HOSPITALIZATION			9,435
001-3201-567-2004	LIFE INSURANCE			99
001-3201-567-2005	RETIREMENT CONTRIBUTION			5,785
001-3201-567-2006	WORKER'S COMPENSATION			725
001-3201-567-2007	FICA TAX - MEDICARE			784
001-3201-567-3055	LAW ENFORCEMENT EQ & SUPP			1,980
				<hr/>
				77,724

Approvals	Dept	Approved By	Date Approved
Originator	32	BRYON CURTIS	4/30/2009 1:35:53 PM
DepOffice	32	BRYON CURTIS	4/30/2009 1:35:54 PM
DepOfficeTo	32	BRYON CURTIS	4/30/2009 1:35:55 PM

Randy Ellis 5/6/09




PLANNING AND BUDGET OFFICE

TRAVIS COUNTY, TEXAS

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

MEMORANDUM

May 1, 2009

TO: Members of the Commissioners Court
FROM: Belinda Powell, Strategic Planning Manager 
SUBJECT: Budget Transfer from the FY 2009 Planning Reserve to PBO to fund Phase I of the Central Campus Needs Analysis and Master Plan Study.

Proposed Motion:

Approve the Transfer of \$700,000 established in the FY 2009 Planning Reserve to the Planning & Budget Office to fund the Phase I scope of work for the Central Campus Needs Analysis and Master Plan.

Summary and Staff Recommendations:

The Commissioners Court released a Request for Qualifications (RFQ) in October 2008 for a Central Campus Needs Analysis and Master Plan. The RFQ response period closed in December 2008 and the Planning Team assigned by the Commissioners Court under the direction of the Special Assistant to the Commissioners Court and the Purchasing Agent have been working diligently to review responses, short-list and interview candidates, select a team and negotiate a contract. In March 2009 the Commissioners Court authorized staff to begin contract negotiations with Broaddus and Associates for the scope of work outlined in the RFQ.

Staff has finalized the fee portion of the negotiations for Phase I and Phase II of the contract. Phase I of the proposed project was funded in a Planning Reserve in FY 2009 in the amount of \$700,000. The current proposed Phase I fee amount for Broaddus and Associates is within this amount and leaves a small amount of funds available for Travis County project expenses as needed to support Phase I. Staff anticipates that a finalized version of the contract will be posted for consideration by the Commissioners Court for the May 19, 2009 agenda.

PBO is therefore requesting the transfer of \$700,000 from 001-9800-981-9821 to the PBO budget, 001-0900-519-4007.

Budgetary and Fiscal Impact:

The additional funds required to complete Phase II of the Central Campus Needs Analysis and Master Plan has been requested as a part of the PBO FY 2010 budget submission.

Background:

The scope of work for Phase I of the project is currently projected to be completed in January 2010. Subject to funding in the FY 2010 Budget Process, Phase II will begin immediately

following Phase I approval and is projected to be completed in early December 2010. The work stemming from this Master Plan will set the stage for the next facilities bond referendum, in all likelihood for a new Civil Courthouse and restoration / renovation of the Travis County Historic Heman Marion Sweatt Courthouse.

cc: Rodney Rhoades, Leroy Nellis, Jessica Rio, PBO
Christian Smith, Special Assistant to the Commissioners Court

Budget Adjustment: 15944

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

Author: 9 - BROUSSARD, CHRISTOPHER
Court Date: Tuesday, May 12 2009
Central Campus Master Plan Contract

Created: 5/6/2009 9:21:12 AM
Dept: RESERVES

From Account	Acct Desc	Project	Proj Desc	Amount
001-9800-981-9821	PLANNING RESERVE			700,000
				700,000
To Account		Project		Amount
001-0900-519-4007	CONSULTING			700,000
				700,000

Approvals	Dept	Approved By	Date Approved
Originator	9	CHRISTOPHER BROUSSARD	5/6/2009 9:21:20 AM
DepOffice	9	LEROY NELLIS	5/6/2009 9:30:35 AM
DepOfficeTo	9	LEROY NELLIS	5/6/2009 9:31:00 AM

PBO concurred.
Leroy Nellis

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

Last Updated 5/8/09 at 2:35pm

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
(\$19,593)	CSCD	2/10/09	After-hours Security Services
(\$1,328,530)	TNR	2/24/09	Vehicles Purchase
\$52,730	HHS	3/4/09	Fund new Social Worker in FY 10
(\$25,000)	County Attorney	3/10/09	Outside Counsel
\$43,397	Criminal Courts	4/7/09	Adult Drug Court Grant Reimbursement
(\$20,269)	Facilities	4/21/09	Security Guard
\$4,918,576	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)

\$1,682,211 Remaining Allocated Reserve Balance After Possible Future Expenditures

Capital Acquisition Resources Account Reserve Status (001-9800-981-9891)

Last Updated 5-8-09 at 2:35pm

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
(\$500,000)	Sheriff	2/24/09	Software Purchase
(\$68,000)	Facilities	2/24/09	Repair Chiller at CJC/Gault Bldg.
(\$42,696)	TNR	3/24/09	Mini-Excavator
(\$20,045)	Criminal Courts	4/7/09	IT Equipment
(\$23,900)	Civil Courts	4/7/09	IT Equipment
\$2,254,657 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)	

\$2,129,157 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			Beginning Balance
(\$215,000)	HHS	11/25/08	Workforce Development RFS
(\$22,270)	HHS	3/4/09	Fund new Social Worker in FY09
(\$52,730)	HHS	3/4/09	Fund new Social Worker in FY10
\$110,000 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
(\$1,739,335)	ITS	3/24/09	Software and Hardware
(\$3,050,000)	TNR	3/24/09	HMAC
(\$947,604)	Facilities	3/24/09	Precinct 2
(\$621,862)	Facilities	3/24/09	SMART Building
\$35,025,228 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
(\$6,135)	Auditor	1/27/09	Equip/Supplies for Implementatin
(\$407)	Auditor	1/27/09	Equip/Supplies for Implementatin
(\$275)	Auditor	2/5/09	Equip/Supplies for Implementatin
(\$1,549)	Auditor	2/13/09	Supply Expense
(\$2,522)	Auditor	2/13/09	Supply & Printer Stand
(\$6,391)	Auditor	3/4/09	Printer and Shredder
(\$2,970)	Auditor	3/4/09	Software
(\$4,309)	Auditor	3/4/09	Printer & Shredder Main. & Supp.
\$570,257 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
(\$63,124)	ITS	2/19/09	Security Analyst FTE
\$17,971 Current Reserve Balance			

BEFIT Purchasing Reserve Status (001-9800-982-9905)

Amount	Dept Transferred Into	Date	Explanation
\$214,822			Beginning Balance
(\$56,250)	Purchasing	2/5/09	BEFIT Consultant
(\$4,596)	Purchasing	2/26/09	Furniture Purchase
(\$357)	ITS	4/3/09	Telephone Purchase
(\$39,973)	Purchasing	4/3/09	Purchasing FTE for BEFIT
\$113,646 Current Reserve Balance			

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

09 MAY -5 PM 2: 24

Please consider the following item for:
05-12-09

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) Continuation grant application to the Texas Department of Agriculture for Juvenile Probation to continue to participate in the Texas Department of Agriculture's USDA School Commodities Program to receive USDA donated commodities.

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

5/12/2009

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 #
<i>Applications</i>							
<i>a</i> 45	National School Lunch Program/School Breakfast Program-annual renewal	7/1/2009 - 6/30/2010	\$250,000	.		¹	11

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	County	Local	FTEs	Cm. Ct.
		Amount	Match	Funds (Donation)		Approval Date
58	AmeriCorp	\$301,429	\$281,599		20	10/14/2008
49	Flood Mitigation Assistance Planning Grant	\$30,000	\$10,000			11/7/2008
37	Sheriff's Combined Auto Theft Task Force	\$145,928				11/18/2008
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
58	2009 Phase 27 Emergency Food and Shelter	\$143,272				2/10/2009
45	Parent Project	\$31,110				2/24/2009
45	JABG (Local) Juvenile Assessment Center	\$87,047	\$9,672		1.5	2/24/2009
45	Safe and Drug Free Schools CBT Re-Entry	\$14,386				2/24/2009
45	JJDP Front End Therapeutic Services Program	\$35,000				3/3/2009
55	BJA Justice and Mental Health Collaboration Program	\$200,000	\$50,000	\$50,000	2	3/10/2009
45	FY 10 BJA Mental Health Court Collaboration- COPE (Collaborative Opportunities for Positive Change)	\$200,000	\$50,000	\$50,000	2	3/10/2009
37	2009 COPS Hiring Recovery Program (CHRP)	\$2,273,688		\$117,239	12	4/7/2009
37	2009 Byrne Justice Assistance Grant	\$495,000				4/7/2009
45	USDA School Commodities Program	\$12,600				4/7/2009

45	National School Lunch Program/School Breakfast Program	\$250,000			4/7/2009
58	Casey Family Programs Community and Family Reintegration Project		\$70,000		4/7/2009
58	21st Century Community Learning Centers, Cycle 6, Year 1	\$2,019,500	\$50,000	13	4/7/2009
39	Recovery Act Combating Criminal Narcotics Activity Stemming from the Southern Border of the US: Enhancing Southern Border Jails, Community Corrections and Detention Operations	\$373,517		6	4/14/2009
55	Second Chance Act: Prisoner Reentry Initiative Grant	\$176,240	\$175,738	3	4/14/2009
45	Travis County Mentoring Project	\$498,467		1.5	4/14/2009
19	Other Victim Assistance Grant (OVAG)	\$99,049		1	4/14/2009
45	Drug Court/In-Home Family Services Grant	\$175,000			4/21/2009
45	Byrne Memorial Competitive Grant Supporting Problem Solving Courts	\$537,459		3	4/21/2009
24	Drug Diversion Court	\$187,952		1	4/21/2009
59	Travis County STAR Flight Equipment Enhancement		\$283,926		4/28/2009
37	State Criminal Alien Assistance Program - SCAAP 09	\$37,368,877			4/28/2009
37	Target - Law Enforcement Grant		\$5,000		4/28/2009
45	ARRA (American Recovery and Reinvestment Act) - Food Service Equipment Grant	\$194,794			4/28/2009
47	Homeland Security Grant for Videoconferencing Network	\$260,686.41			4/28/2009
23	Victim Coordinator and Liaison Grant	\$78,000			4/28/2009

39	Travis County Adult Probation DWI Court	\$210,315		1	4/28/2009
58	Parenting in Recovery	\$500,000	\$125,000	1	4/28/2009
22	Family Drug Treatment Court	\$161,568		2	4/28/2009
45	Juvenile Treatment Drug Court Enhancement Grant from OJJDP	\$424,979	\$141,667	2.5	5/5/2009
45	Juvenile Treatment Drug Court	\$424,979	\$141,667	2.5	5/5/2009
37	SCATTF - Sheriff's Combined Auto Theft Task Force	\$634,131	\$324,862	12	5/5/2009
		<hr/>	<hr/>	<hr/>	<hr/>
		\$49,004,030	\$1,423,643	\$626,165	91.39

5

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

Dept	Name of Grant	Grant Amount	County Match	Local Funds (Donation)	FTEs	Cm. Ct. Approval Date
47	Emergency Management Performance Grant	\$67,200	\$67,200			10/7/2008
58	AmeriCorps	\$288,139.00	\$223,358		16	10/28/2008
45	Juvenile Justice and Delinquency Prevention (JJDP)- Intensive In-Home Family Services Grant	\$24,864.00	\$223,358			11/4/2008
58	Parenting in Recovery	\$500,000	\$91,203		1	11/4/2008
40	OVW FY08 Safe Havens: Supervised Visitation and Safe Exchange Grant Program	\$199,320				11/4/2008
37	Internal Affairs Software Upgrade	\$50,000				11/7/2008
37	Office of Community Oriented Policing Program	\$350,738				11/18/2008
37	State Criminal Alien Assistance Program (SCAAP)	\$1,239,273				11/18/2008
45	Byrne Memorial ISC Residential Programs	\$103,888			1	11/25/2008
23	Project Safe Neighborhoods	\$48,518			0.48	11/25/2008
23	Project Safe Neighborhoods Amendment to FY08	\$51,482			0.52	11/25/2008
58	Customer Assistance Program Plus 1 Funding			\$100,000		12/2/2008
58	Keeping the Warmth Program, Conservation & Energy			\$20,000		12/2/2008
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

23	Interlocal Agreement for the Austin/Travis County Family Violence Protection Team	\$685,586			4	1/27/2009
49	Northridge Acres Water Corporation Project	\$250,000				1/27/2009
24	Formula Grant-Indigent Defense Grants Program	\$429,859				2/3/2009
37	2008 Byrne Justice Assistance Grant	\$70,002				2/10/2009
45	Justice and Mental Health Collaboration Program COPE	\$246,662	\$61,666		1	2/10/2009
45	JABG Juvenile Assessment Center	\$80,889	\$8,988		1.5	2/10/2009
58	SVCI (Seniors and Volunteers for Childhood Immunization)			\$4,000	0.25	2/17/2009
58	2008 Comprehensive Energy Assistance Program (CEAP) Amendment 1	\$725,014				2/17/2009
24	Drug Diversion Court	\$160,041			1	2/17/2009
22	Drug Court (State) Program	\$98,500			1	2/17/2009
49	Del Valle Composting Grant FY09 Regional Solid Waste Grants Program	\$28,653				3/17/2009
45	Residential Substance Abuse Treatment	\$109,356	\$36,452		2	3/17/2009
58	2009 Phase 27 Emergency Food and Shelter Program	\$121,773				3/24/2009
23	Title IV-E Legal Administration	\$1,739,164				3/24/2009
49	Reimers Urban Outdoor Recreation Grant	1,000,000	\$1,000,000			3/31/2009
58	Texas Dept. of Family and Protective Services (DFPS) Community and Family Reintegration Project	\$232,000				4/21/2009
58	ATCMHMR - Marguerite Casey Foundation Community and Family Reintegration Project			\$89,028	1	4/28/2009
45	Court Order Parent Education Project (COPE)	\$41,800			0.5	4/28/2009
17	A Cultural Resources Survey of Rural Properties in Northeast Travis County	\$5,000	\$5,000			5/5/2009

55	Last Travis County Mental Health Public Defenders Office	\$250,000	\$375,000	8	5/5/2009
58	AmeriCorps	\$224,172	\$211,826	16	5/5/2009
58	AmeriCorps	\$228,120	\$223,358	16	5/5/2009
22	Drug/Specialty Courts Training Stipends	\$16,200			5/5/2009
24	Training for Drug Courts	\$8,100			5/5/2009
39	Drug/Specialty Courts Training Stipend-Travis County Adult Probation DWI	See Note			5/5/2009
		\$10,115,349	\$3,022,337	\$124,000	72.75

FY 2009 Grants Summary Report

Amended Grant Applications

Dept	Name of Grant	Original Grant Amount	Amendment Amount	Total Revised	Total FTEs Associated	Cm. Ct. Approval Date
55	Travis County Mental Health Public Defenders Office	\$ 330,776	\$ 44,224		8.00	10/7/2008
40	OVW FY08 Safe Havens: Supervised Visitation and Safe Exchange Grant Program	\$200,000			0.75	2/17/2009
22	Drug Court Program	\$65,665.96			1	2/17/2009

58 Oncor Weatherization
Project Amendment
One

\$32,259

2/24/2009

37 SCATTF - Sheriff's
Combined Auto Theft
Task Force

\$66,077

2/24/2009

Total Outstanding	\$	596,442	\$	142,560	9.75
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* Original Grant Column shows Beginning FY'08 Amount

FY 2009 Grants Summary Report

Permission to Continue

Dept	Name of Grant	Original Grant	Original County	Continuation Amount	Total FTEs	Cm. Ct. Original Approval Date	Cm. Ct. Approval Date for Continuation
		Amount	Match	Total			
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 Outstanding		\$761,815.25	\$ -		6.00		

GRANT SUMMARY SHEET

Check One:	Application Approval: <input checked="" type="checkbox"/>	Contract Approval: <input type="checkbox"/>	Status Report: <input type="checkbox"/>
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Department/Division:	Juvenile Probation Department/ Food Services
Contact Person:	Michael Williams
Title:	Senior Financial Analyst
Phone Number:	(512) 854-7011

Grant Title:	National School Lunch Program/ School Breakfast Program-annual renewal		
Grant Period:	From:	7/1/09	To: 6/30/10
Grantor:	Texas Department of Agriculture		

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	<i>County Match</i>	In-Kind	TOTAL
Personnel:	0					0
Operating:	\$250,000					\$250,000
Capital Equipment:						0
Indirect Costs:						
Total:	\$250,000	0	0	0	0	\$250,000
FTEs:						0.00

Performance Measures	Projected FY 09 Measure	Progress To Date:				Projected FY 09 Measure
		12/31/08	3/31/09	6/31/09	9/30/09	
Applicable Depart. Measures						
N/A	N/A	N/A	N/A	N/A	N/A	N/A
Measures For Grant						
Number of children enrolled in program	510+	499	N/A	N/A	N/A	510+
Outcome Impact Description	Number of youth determines lunch and breakfast meals to be reimbursement by the Texas Department of Agriculture.					

Auditor's Office Contract Approval: <input checked="" type="checkbox"/>	Staff Initials: <u>DB</u>
Auditor's Office Comments:	
County Attorney's Office Contract Approval: <input checked="" type="checkbox"/>	Staff Initials: <u>JC</u>

PBO Recommendation:

Juvenile Probation is requesting Commissioners Court approval to submit grant application to the Texas Department of Agriculture to continue participation in the National School Lunch Program/School Breakfast Program for the grant term July 1, 2009 to June 30, 2010. The Commissioners Court on April 7, 2009, approved an agreement to participate in the program on an on-going basis and the current request is for the next year grant term. This is a grant that Travis County has received for many years and is used to partially fund food costs for juveniles held in detention or in residential treatment.

This grant requires no county match and there is no ongoing funding commitment required. The grant offsets food costs that would otherwise need to be funded by the County.

PBO recommends approval of the request.

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

This is an ongoing grant to provide financial assistance to Travis County in providing school age children with nutritious meals. The County is reimbursed based on the number of meals served to qualified juveniles. Attached documentation is for the annual renewal of this program.

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

The County is committed and required to provide meals to juveniles held in detention and residential. This grant offsets food costs that would otherwise need to be funded by the County.

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.

There is no match required.

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

The grant does not allow for indirect costs. The contract is strictly based on reimbursement for qualified meals served.

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.

Providing meals to juveniles held in detention and residential will not stop if this contract ends. If the contract ended, the County would incur the full cost for each meal served.

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

N/A. This is not a new program.

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

This grant reduces the overall cost to the County to provide required meals to juveniles held in detention and residential.

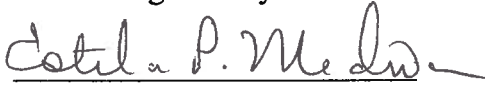



TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

ESTELA P. MEDINA
Chief Juvenile Probation Officer

ADMINISTRATIVE
SERVICES
COURT SERVICES
DETENTION SERVICES
DOMESTIC RELATIONS
OFFICE
PROBATION SERVICES
RESIDENTIAL SERVICES
JUVENILE JUSTICE

TO: Travis Gatlin, PBO
Senior Budget Analyst

FROM: 
Estela P. Medina
Chief Juvenile Probation Officer

PREPARED BY: 
Michael Williams
Senior Financial Analyst

SUBJECT: Approval to Submit the Annual Renewal of the National School Lunch/Breakfast program

DATE: May 1, 2009

This documentation is the annual renewal of the National School Lunch/Breakfast program. Travis County Juvenile Probation Department has received support from this program for the past several years, and is requesting support for another year. The purpose of this program is to offset the cost to the County for meals provided to juveniles held in detention or the Leadership Academy a program of the Juvenile Probation Department. There is no county match associated with this program.

Please review this item and place it on the Commissioner's Court May 12th agenda for their consideration and signature. **The deadline for the return of the signed document to the funder is May 15, 2009.**

Thank you in advance for your attention to this request.

CC: Jim Connolly
Darryl Beatty
Carol Darby
Willie Hayes
Sylvia Mendoza
Michael Williams
DeDe Bell
Grant File



TEXAS DEPARTMENT OF AGRICULTURE

TODD STAPLES
COMMISSIONER

April 15, 2009

TO: National School Lunch Program (NSLP), School Breakfast (SBP) and Special Milk Program (SMP) Providers

RE: Annual Renewal

Dear Contractor:

You recently received a Permanent Agreement from the Texas Department of Agriculture (TDA) to operate the National School Lunch Program (NSLP), School Breakfast (SBP) and/or Special Milk Program (SMP). Enclosed are the annual renewal documents required to participate in the NSLP, SBP and/or SMP for the 2009-10 program year. Forms and letters needed to operate the programs are available online at www.SquareMeals.org in the "Forms" section under the "For Child Nutrition Professionals" section, as well as in the Administrator's Reference Manual (ARM).

In this packet you will find the following:

- Form FND-128 – NSLP/SBP/SMP Renewal and Instructions
- Form H-1569 – Single Audit Identification Data and Instructions
- Policy Statement Attachment A – Designation of Hearing, Reviewing and Verifying Officials
- Policy Statement Attachment B – Collection Procedures for NSLP/SBP
- Policy Statement Attachment B – Collection Procedures for SMP
- Policy Statement Attachment K – Menu Planning System (for NSLP/SBP only)
- Form H-4508 – Certificate of Authority

Please complete forms FND-128, H-1569, and the Policy Statements (Attachment A, Attachment B for either NSLP/SBP or SMP including signature page, and Attachment K). If you need to change an Authorized Representative, also complete form H-4508. **Return the completed, signed documents in the enclosed pre-addressed envelope no later than May 15, 2009.** If you have any questions, please feel free to call us at (888) TEX-KIDS.

Sincerely yours,

[original signed]

Sharon Welborn
Director for Compliance Monitoring
Food and Nutrition Division



P.O. Box 12847 Austin, Texas 78711 (512) 463-7476 Fax: (888) 223-8861
For the Hearing Impaired: (800) 735-2988
www.TexasAgriculture.gov

P.O. Box 12847 Austin, Texas 78711 • Voice (800) 835-5832 • (512) 463-7476 •
 Hearing impaired: (800) 735-2988 • www.texasagriculture.gov



TODD STAPLES, COMMISSIONER

Texas Department of Agriculture
Food & Nutrition Division
NSLP/SBP/SMP Renewal

FND-128

SCHOOL FOOD AUTHORITY INFORMATION			
School Food Authority (SFA) Name Travis County Juvenile Probation			
Texas ID Number 1746000192 2007		Contract (UCN) 75-F1017	Program #: (XXX-XXXX) 227-2009
.1 <input checked="" type="checkbox"/> Tax Number Tax-Exempt Number			
SFA Physical Address 2515 South Congress Ave.		City Austin	State TX Zip 78704-5594
SFA Mailing Address (if different from above)		City (if different from above)	State TX Zip (if different from above)
Telephone Number: (512) 854-5528		Fax Number : (512) 854-7093	
Name of Primary Authorized Representative: Carol Darby		Email address of Primary Authorized Representative Carol.Darby@co.travis.tx.us	
PROGRAM INFORMATION			
Programs that you will be operating during school year 2009-2010:		Type of SFA	
<input checked="" type="checkbox"/> National School Lunch Program (NSLP)		Private School <input checked="" type="checkbox"/> Residential Child Care Institution (RCCI)	
<input checked="" type="checkbox"/> After School Care (Snack) Program (must be participating in the NSLP)			
Seamless Summer Option		If Private, is the school/RCCI nonprofit and tax exempt?	
<input checked="" type="checkbox"/> School Breakfast Program (SBP)		Yes (attach copy of letter from IRS) x No	
Special Milk Program			
For Special Milk Programs only, indicate the type of program operated			
Pricing with free option		Pricing without free option	
Non-Pricing option			
Number of months the SFA will be operating a child nutrition program			
<input checked="" type="checkbox"/> Jan. <input checked="" type="checkbox"/> Feb. <input checked="" type="checkbox"/> Mar. <input checked="" type="checkbox"/> Apr. <input checked="" type="checkbox"/> May <input checked="" type="checkbox"/> Jun. <input checked="" type="checkbox"/> Jul. <input checked="" type="checkbox"/> Aug. <input checked="" type="checkbox"/> Sept. <input checked="" type="checkbox"/> Oct. <input checked="" type="checkbox"/> Nov. <input checked="" type="checkbox"/> Dec.			
Beginning date (mm/yyyy) 01/2010			
Ending date (mm/yyyy) 12/2010			
Number of feeding sites administering the NSLP SBP by the SFA One			

Section C SCHEDULE A (SITE INFORMATION)

(If there is more than one site in the SFA, make copies of this page before completing and submit one for each site in the SFA.)
Is the site information the same as the SFA information?

If yes, check box ☒ and skip to Name of Site Representative.

Site Name

Telephone Number of Site

Site Physical Address

City

Zip

Name of Site Representative
(Prefix, First, Middle, Last) Willie Hayes

Email of Site Representative
Willie.Hayes@co.travis.tx.us

Telephone Number of Site Representative
(512) 854-5669

Programs that this site will operate:

☒ National School Lunch Program (NSLP)

☒ After School Care (Snack) Program

Seamless Summer Option

(must be participating in the NSLP to participate in the above programs)

☒ School Breakfast Program (SBP)

Special Milk Program

Is this site licensed?

☒ Yes (If yes, attach a copy of the license) No

Total Number of Students
(Participants) Enrolled at this
Site. 483

Total number of students
(participants) eligible for FREE
Meals 483

Total number of students
(participants) eligible for
REDUCED-price meals 0

Total number of students
(participants) eligible for
PAID meals 0

Average Daily Participation of
Students at this Site.

FREE Average Daily

REDUCED-price Average
Daily Participation

PAID Average Daily
Participation

Breakfast

155

0

0

Lunch

154

0

0

Area Eligible After School Care
(Snack)

152

0

0

Non-Area Eligible After School
Care (Snack)

0

0

0

Total Number of Lunches
Served at this site between
7/1/07 through 6/30/08

FREE 56,523

REDUCED-price 0

PAID 0

Type of Meal Service

☒ On-Site Kitchen ☐ Central Kitchen ☐ Food Service Management Company ☐ Vended Meals

☐ Other



Austin/Travis County Health and Human Services Department
Environmental And Consumer Health Unit
15 Waller Street, Austin, Texas 78702
Phone: 512.972.5600 Fax: 512.972.5630



CITY OF AUSTIN/EXEMPT

PERMIT TO OPERATE

Food Service

Gardner Betts Travis County
2515 S CONGRESS AVE
AUSTIN, TX 78704

Permit No.: 2006 005361 FP
Row ID: 2801401

Issue Date: Jan 06, 2009
Expiration Date: Jan 11, 2010

Philip Huang, M.D. M.P.H.
Health Authority

INSTRUCTIONS FOR
FOOD & NUTRITION DIVISION
NSLP/SBP/SMP RENEWAL FND-128

SECTION A

1. SCHOOL FOOD AUTHORITY (SFA) INFORMATION

- **School Food Authority (SFA) Name** – Fill in the name of the facility that contracts with the Texas Department of Agriculture to offer the National School Lunch Program, the School Breakfast Program and the Seamless Summer Option (School Nutrition Programs).
- **Texas ID Number** – Enter this 14-digit number as assigned by the Comptroller of Public Accounts for the State of Texas. If you do not know your agency's Texas ID number, contact the comptroller at 512-463-3660.
 - If your agency is not required to obtain a Texas ID number to participate,
 - Enter your tax number or tax-exempt number in this space, and
 - Indicate which type of number you are entering for your agency.
- **Contract Number** – Enter the 5-digit contractor number assigned by TDA that begins with the preprinted numerals "75". This is not the same as the program/TX number.
- **Program Number** – Enter your seven-digit program/(TX) number (XXX-XXXX)
- **SFA Address** – Enter the address for the SFA/agency
- **SFA Telephone/Fax number** (XXX) XXX-XXXX – Enter the telephone number and the fax number, including area code, for the SFA/agency.
- **City/Zip** – Enter the city and zip code in which the main SFA is located.
- **Name of Primary Authorized Representative** – Enter the name of the person responsible for administering the School Nutrition Programs for this SFA.
- **E-mail Address** – Enter the email address for the person responsible for administering the School Nutrition Programs for this SFA.

SECTION B

2. PROGRAM INFORMATION

- **Programs that your SFA is applying for** – Check the boxes of all School Nutrition Programs that will be operated by the SFA.
- **Type of SFA** – Check the type of facility: Private school or residential child care institution (RCCI).
- **Special Milk Program option** - For Special Milk Programs only, indicate the type of program operated.
- **If Private, is the school/RCCI non-profit and tax exempt?** – Check the appropriate box that describes your school/facility type.
- **Number of months operating** – List the total number of months that the SFA will operate the School Nutrition Programs. Include a beginning date and an ending date.
- **Number of sites** – List the total number of sites that administer the School Nutrition Programs within your SFA. A separate Schedule A (Site Information Form) must be completed for each site operated in the SFA.

SECTION C

1. SCHEDULE A (SITE INFORMATION)

COMPLETE A SEPARATE SECTION C FOR EACH SITE IN THE SFA.

- If there is more than 1 site in your SFA, please photocopy page 2 and use for each additional site.
- **Site Information** – Indicate if the site information is the same as the SFA information by checking the box ☐. Then skip to Name of Site Representative.
- **Site Name** – Complete the site name if it is different than the SFA name.
- **Site (Physical) Address** – Complete the site physical address if it is different than the SFA address.
- **Name of Site Representative** (Prefix, First Name, Middle Name, Last Name) – Enter the name of the person that is responsible for administering the School Nutrition Programs at this site.
- **E-mail of Site Representative** – Enter the email address of the person that is responsible for administering the School Nutrition Programs at this site.
- **Telephone Number of Site Representative** (XXX) XXX-XXXX – Enter the telephone number of the person that is responsible for administering the School Nutrition Programs at this site.
- **Programs that this site will operate** – Check the boxes of all School Nutrition Programs that will be operated at this site.
- **Is this Site Licensed?** – Check the appropriate box and if Yes, attach a copy of the license.
- **Number of Enrolled Students (Participants)** – Enter the total number of students enrolled at this site as of October 31, 2008.
- **Number of FREE Students (Participants)** – Enter the total number of FREE students enrolled at this site as of October 31, 2008. This information will be used by TDA to determine area eligibility by site.
- **Number of REDUCED Students (Participants)** – Enter the total number of REDUCED students enrolled at this site as of October 31, 2008. This information will be used by TDA to determine area eligibility by site.
- **Number of PAID Students (Participants)** – Enter the total number of PAID students enrolled at this site as of October 31, 2008. The total number of Free, Reduced and Paid students should equal the total number of enrolled students given in the first box of this section of the form.
- **Average Daily Participation of Students (Participants) at this Site** – Enter the average daily participation of students for each meal type at this site. Use participation by category information from the month of October 2008, for each of these cells.
- **Total Number of Lunches Served at this Site Between 7/1/07 through 6/30/08** – Enter the total number of meals served, by category, for the 2007-2008 school year. This information will be used by TDA to determine severe need eligibility by site.
- **Type of Meal Service** – Enter only 1 box that represents the type of meal preparation method used at this site. If "other," describe in the space provided.

Food and Nutrition Division
Single Audit Identification Data

Form I
December

For Program Year July 1, 2009-June 30, 2010
(FND Use Only)

Part I

Name of Contracting Organization Travis County Juvenile Probation		Contact Person/Title Carol Darby/Acting Director of Admin. Services.
Address (Street or P.O. Box, City, State, ZIP Code) 2515 South Congress Avenue/Austin, TX. 78704-5594		
Area Code and Telephone No. (512) 854 — 5528	Texas ID No. 1746000192 2007	Contract No. 75- F1017
Contractor Fiscal Year End (mm/dd/yyyy) 09/30/2009	Type of Contract <input type="checkbox"/> For Profit <input type="checkbox"/> Nonprofit <input checked="" type="checkbox"/> State Agency <input type="checkbox"/> Other	

Part II

Check the appropriate box(es) to indicate the type(s) of program(s) in which you currently participate or for which you are applyi

Commodity Assistance Programs	Program Nos.	Cash Reimbursement Programs	Program No
<input type="checkbox"/> A – National School Lunch/Breakfast		<input type="checkbox"/> AD – CACFP Adult Day Care	TX –
<input type="checkbox"/> B – Charitable Institutions		<input checked="" type="checkbox"/> BL – National School Lunch/Breakfast	TX - 227-2009
<input type="checkbox"/> C – Area Agency on Aging		<input type="checkbox"/> CC – CACFP Child Care Centers	TX -
<input type="checkbox"/> G – Summer Camps		<input type="checkbox"/> DH – CACFP Day Care Homes	TX -
<input type="checkbox"/> H – Summer Food Service Program		<input type="checkbox"/> SF – Summer Food Service Program	TX -
<input type="checkbox"/> J – Jails		<input type="checkbox"/> SM – Special Milk Program	TX -
<input type="checkbox"/> I – TEXCAP		<input type="checkbox"/> TE – TEXCAP	TX -
<input checked="" type="checkbox"/> CS – Commodity Supplemental Food Prog.	227022A	<input type="checkbox"/> CS – Commodity Supplemental Food Prog.	TX -

Part III

A. Does your organization expend federal funds from programs other than those listed above? ☒ Yes ☐ No
If yes, complete Part III, B.

B. Give the source and amount of any federal funds that your organization projects to expend during the current fiscal year.

Source	Amount
Federal (per Single Audit)	\$8,838,099

Part IV

Single Audit Exemption – I certify that I am not required to submit an audit under the Single Audit Act for the following reason.
Check only one choice.

- ☐ I am a for-profit organization.
☐ I am a military base.
☐ I am a nonprofit organization and expend less than \$500,000 annually in total federal funding.
☐ I am an Indian Reservation.

I understand that if I meet the requirements of the Single Audit Act, now or in the future, I must submit an audit as a condition of eligibility to participate in the Food and Nutrition Division, and that failure to do so as required could result in adverse action, including the withholding of my claim for reimbursement payments and termination of my contract. I also understand that if I am a private non-profit organization subject to the requirements of the Single Audit Act and have a financial audit performed annually, I must also obtain a single audit on an annual basis.

Signature—Authorized Representative

May 12, 2009

Date

Name (please type or print)

Samuel T. Biscoe

Title

County Judge

21

**Form H1569
Instructions**

Single Audit Identification Data

12-2007

PURPOSE

To comply with federal single audit identification requirements, the Texas Department of Agriculture (TDA) collects source of funds information from each applicant and contractor participating in the Food and Nutrition Division (FND).

PROCEDURE

When to Prepare

TDA mails to contractors/applicants with the application to participate in the FND. **Contractors/applicants must complete Form H1569 for each FND program**

- in which they currently participate, or
- for which they are making application to participate.

Number of Copies

Complete one original and one copy.

Transmittal

Send the original to your Food and Nutrition Field Operations Office (F&N FOO) and keep the copy for your files.

How to Obtain Copies

Make additional copies as needed or download Form H1569 by accessing the Texas Department of Agriculture (TDA) website at www.snptexas.org, select "Continue to SNPTexas.org".

Form Retention

Keep Form H1569 for three years from the end of the program year. **Exception:** If audit findings, claims or litigation have not been resolved by the end of the retention period, all forms and records must be retained until all issues are resolved.

DETAILED INSTRUCTIONS

Part I

Name of Contracting Organization — Enter your organization's name as it appears on the agreement and/or policy statement form for the FND in which you are participating.

Contact Person/Title — Enter the name and title of the person in your organization who can answer any and all questions about your revenue sources and the information provided on this form.

Address — Enter your organization's address as it appears on the agreement and/or policy statement form for the FND in which you are participating.

Area Code and Telephone No. — Enter the area code and telephone number of the contact person identified above.

Texas ID No. — Enter the 14-digit number as assigned by the Texas Comptroller of Public Accounts.

Contract No. — If you are

- a current contractor, enter your seven-digit number assigned by TDA that begins with the pre-printed numerals "75."
- an applicant, leave this item blank. You do not have an agreement/contract number at this time.

Contractor Fiscal Year End (mm/dd/yyyy) — Enter the month, day and year of your organization's current fiscal year ending date for accounting purposes.
Example: If your organization's current fiscal year ending date is Dec. 31, 2007, enter 12/31/2007.

Type of Contract — Mark the appropriate box to identify which term correctly describes your organization: for profit, nonprofit, state agency or other (local and county government entities, military bases, Indian reservation).

Note: Although state agencies are subject to single audits, these are not submitted to FND.

Part II

Type of Program(s) — Check the appropriate box(es) to indicate the type(s) of program(s) in which you currently participate or for which you are applying. Enter the commodity assistance program number and/or cash reimbursement program number (TX Number) assigned by TDA for each specific program you

have marked. If you are a new applicant, you will not yet have this number, so leave the space blank.

Part III

A. Receive Other Federal Funds — Check the appropriate box to indicate if your organization receives other federal funds. If yes, complete Part III, B. If no, write NONE in Part III, B.

B. Source and Amount of Federal Funds — Indicate all other sources of federal funding assistance, excluding funds from FND, and the amount your organization projects to expend during the current fiscal year.

Part IV

Single Audit Exemption — Complete this section only if you are exempt from the single audit requirements. Mark the appropriate box indicating the reason for declaring exempt status from the Single Audit Act requirements.

Signature – Authorized Representative and Date — A person authorized on Form H4508, Certificate of Authority, must sign and date this form. Type or print the signer's name and title in the space provided.

If you meet the requirement for a single audit, obtain and submit an audit according to the requirements of the Single Audit Act in order to remain eligible to participate in the FND.

The scope and frequency of audits are determined by the amount of federal funds expended in any year.

- **If you expended \$500,000 or more in federal funding assistance in your fiscal year, then you must have an organization-wide audit conducted for that year (see Note below).**
- **If you expended less than \$500,000 in federal funding assistance in your fiscal year, then you are exempt from the single audit requirement but must comply with other audit requirements prescribed by state or local laws or regulations. Other audit requirements of state or local authorities may include requirements imposed as a condition of contracts with local authorities and other state agencies, in addition to TDA.**

Note: If you are a **private nonprofit organization** subject to the audit requirements of Office of Management and Budget (OMB) Circular A-133, you must obtain an organization-wide audit*; however, you may elect to have a program-specific audit instead of an organization-wide audit if 100% of your federal funding assistance is solely from participation in the following programs that are listed in the same cluster of programs.

Child Nutrition Programs

- National School Lunch Program (NSLP),
- School Breakfast Program (SBP),
- Special Milk Program (SMP),
- Summer Food Service Program (SFSP), or
- receipt of commodities donated for use in the programs listed above.

United States Department of Agriculture (USDA)-Donated Commodity Programs

- Food Distribution Program (FDP),
- Texas Commodity Assistance Program (TEXCAP), or
- Commodity Supplemental Food Program (CSFP).

Child and Adult Care Food Program (CACFP)

- CACFP for Adult Day Care,
- CACFP for Child Care Centers, or
- CACFP for Day Care Homes.

*If you have a financial audit performed annually, you must also obtain a single audit on an annual basis.

Upon approval of your application to participate, your F&N FOO will send you a contract application approval letter. The approval letter will contain the date by which you must submit the appropriate audit(s) for your contract and which contractor fiscal year(s) must be covered in the audit(s).

RETURN TO STATE OFFICE

Travis County Juvenile Probation

227-2009

School Food Authority Name

Co.-Dist.#/Program (TX) No.

FSC

Policy Statement for NSLP/SBP/SMP

Attachment A: Designation of Hearing, Reviewing and Verifying Officials

Instructions: Update this attachment only when necessary. (see attached memo)

The _____ designates as:
(School Food Authority)

1. Hearing Official, _____
Title of Responsible Individual

This person shall ensure that all required provisions of the appeal process are followed as outlined on Section G of this policy statement.

The hearing official must be someone not involved in making the determination under appeal or any previous conference. It is recommended that the hearing official hold a position at a higher administrative level than the reviewing official(s). The hearing official and reviewing/verifying official(s) cannot be the same individual.

2. Reviewing Official(s), _____
Title of Responsible Individual

Title of Responsible Individual

This person reviews applications and makes eligibility determinations. This official will use the criteria outlined in this policy to determine which individual children are eligible for free and reduced-price meals.

3. Verifying Official, _____
Title of Responsible Individual

This person verifies the eligibility of applicant households in accordance with program regulations and maintains annual records as follows: (1) a summary of the verification efforts which includes the selection methods used; (2) the total number of applications on file by October 1; and (3) the percentage or number of applications verified.

4. Amendments: A blank copy of this attachment may be used to amend the policy statement if there ever is a need to change one or more of the above designated officials. Complete the following and forward a copy to the Texas Department of Agriculture (TDA) for approval.

Print Name of Authorized Representative/Supt.

Signature of Authorized Representative/Supt.

Date

Approved by:

Signature of TDA Official

Date

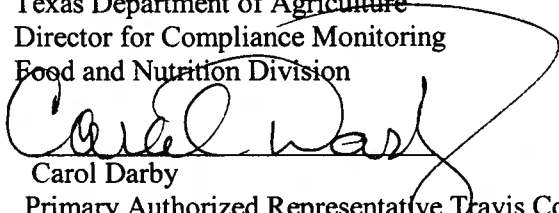


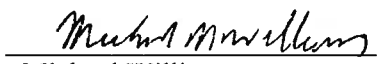
TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

ESTELA P. MEDINA
Chief Juvenile Probation Officer

ADMINISTRATIVE
SERVICES
COURT SERVICES
DETENTION SERVICES
DOMESTIC RELATIONS
OFFICE
PROBATION SERVICES
RESIDENTIAL SERVICES
JUVENILE JUSTICE

TO: Sharon Welborn
Texas Department of Agriculture
Director for Compliance Monitoring
Food and Nutrition Division

FROM: 
Carol Darby
Primary Authorized Representative Travis County Juvenile Probation

PREPARED BY: 
Michael Williams
Senior Financial Analyst

SUBJECT: Designation of Hearing, Reviewing and Verifying Officials regarding the annual Renewal of the
National School Lunch/Breakfast program

DATE: April 29, 2009

Travis County Juvenile Probation are eligible for the Lunch/Breakfast program since all children are in the care, custody and control of the Travis County Juvenile Probation Department effective upon admission into the Gardner-Betts Juvenile Detention Center or upon the adjudication and placement into the W. Jeanne Meurer Intermediate Sanctions Center. Both programs are considered Residential Child Care Institutions (RCCIs) and neither program permit children to maintain employment, earn, receive or retain any money during their confinement. Therefore, 100% of the children do not have an income and are, de facto, eligible recipients of the free benefits of the National School Lunch Program/School Breakfast Program (NSLP/SBP).

Please Let me know if you have any questions.

CC: Darryl Beatty
Sylvia Mendoza
Kris Johnson



Policy Statement for NSLP/SBP

Attachment B: Meal Count/Collection Procedure(s)

1. The following meal count/collection procedure is used for (check one or all as appropriate):
☒ Breakfast ☒ Lunch and/or ☒ Snack in the following schools:

2. Travis County Juvenile Probation
Name of School

3. All approved meal count/collection procedures must include a method for prepayment and/or post billing (charging). Charging is seldom recommended. The provision for allowing for prepayment and/or charging should make free and reduced-price meal recipients appear as students who prepay full price (or charge).

Check one of the following:

- ☐ Full and reduced-price meal payments can be made by students or parents in advance in a designated area away from the cafeteria serving line on a daily, weekly or monthly basis. Students receiving free meal benefits appear to be prepaying for meals. (Charging may or may not be allowed.)
- ☐ Full and reduced-price meals can be charged. Parents are billed and may mail in payments or students and a parent may pay in a designated area away from the cafeteria serving line. Care is taken that neither the billing nor the payment process identifies those who pay nothing. Students receiving free meal benefits appear to be charging meals.
- ☐ Full and reduced-price meal payments can be made electronically.

All meals are free in our facility.

4. The option of prepayment (and/or charging) of meals should be routinely publicized. This may be done by using methods such as posting signs, making public announcements, including the information in printed material, etc.

Some school food authorities (SFAs) offer incentives for prepayment options when cash is also accepted on the serving line. Check one or more of the following:

The ability for students and/or parents to prepay (or charge) is routinely advertised:

- ☐ In the letter to parents (Notice/Letter to Households) sent home with the application at the beginning of each school year.
- ☐ In an announcement made over the school's public address system.
- ☐ In a newspaper/newsletter article/ Web site.
- ☐ By a posted notice (sign) displayed in the cafeteria area.

All meals are free in our facility.

5. All approved meal count/collection procedures must include a medium of exchange that is issued to students for obtaining a meal. Students receiving free meals must be issued the identical medium of exchange as those students prepaying (or charging) full or reduced-price meals. The systems for coding, distributing and collecting the medium of exchange must ensure that students receiving free and reduced-price meal benefits are not overtly identified. A common area and method for distributing and collecting the medium of exchange must be used for all three categories. Check one of the following. If more than one box is checked, grades or campuses must be designated.

All students receiving free, reduced-price and paid meals and those prepaying will be issued:

- ☒ A verbal identifier to be used on the serving line in exchange for the meal. A number or the student's name are the most commonly used verbal identifiers.
- ☐ A coded ticket or token.
- ☐ A coded I.D. card.
- ☐ A coded automated tab.
- ☐ A coded bar line card for scanning.
- ☐ A coded number for use on a key pad.
- ☐ Another individual identifier (thumb print, etc.)

6. The medium of exchange for free and prepaid (or charged) reduced-price and full-price meals must be identical except for the code. Color coding by category or single-symbol coding using obvious identifiers such as F, R and P is prohibited. Check one of the following:

Medium of exchange should be coded in the following manner:

- ☐ A coded automated tab.
- ☐ Coding series. Example: Free - 1 through 1,999/Reduced-price - 2,000 through 3,999/ Full price - 4,000 and above.
- ☐ Coding by number. Example: Number ending in 0, an odd or even number.
- ☐ Coding by variation. Example: Variations in signature, placement of date or ticket distributor such as Mary Smith, Mary J. Smith and M. Smith.
- ☐ Coding by subtle differences. Example: Differences in printing such as capital letter, period, spacing of a line or differences in underlining
- ☐ Coding by number digits. Example: 4 digits for free, 5 digits reduced-price and 6 digits for full price.
- ☐ Coded by bar line for scanning.
- ☐ Coded number used on a keypad.

All meals are free. A manual checklist is used to identify free meals.

7. All approved meal count/collection procedures must include a point-of-service count of reimbursable meals by category. Teacher roll counts, unverified morning meal counts, the number of tickets sold/issued, head counts, tray counts and counts obtained by "backing into" the numbers of meals served are not point-of-service counts.

Check one of the following:

- ☐ The cashier is stationed at the end of the serving line, determines the meal selected is reimbursable and counts the meal by category.
 - ☐ The cashier is stationed at the beginning of the serving line and a monitor is stationed at the end of the line to verify that each meal selected is reimbursable. If a non-reimbursable meal is selected by a student; a system is in place for removing that meal from the proper category of the count of meals claimed for reimbursement.
 - ☒ Other. An alternate method must be individually written using the guidelines in step 9e.
8. It is understood that in addition to prepaid (or charged) meals, some cash meals may also be sold and counted.

Meals paid for in cash on the line may be counted in a different manner than those prepaid (or charged). These meals may be tallied, counted mechanically, recorded on a cash register, etc. However the medium of exchange for students receiving free, prepaid reduced-price and prepaid full-price meals must be collected and counted in exactly the same manner. Check one of the following:

- a. When students receiving free, prepaid reduced-price or prepaid full-price meals pass the cashier, they:
- ☐ Call out their number and the cashier strikes it from a numbered sheet. The count by category is taken from the numbered sheet.
 - ☐ Call out their name and the cashier checks the name off a coded roster. The count is taken from the roster by category.
 - ☐ Present a coded ticket/ token and it is collected. The count is taken from the tickets/tokens.
 - ☐ Present a ticket and all tickets are marked in some manner and returned to the student. Simultaneously, the count by category is tallied, mechanically counted, recorded on a cash register, etc.
 - ☐ Present an automated tab card. The card is mechanically cut and a count by category is simultaneously taken.
 - ☐ Present a bar line card. The card is scanned and a count is simultaneously taken.
 - ☐ Punch in number on keypad. As number is entered, the count by category is simultaneously taken.
 - ☒ Other. **Staff uses manual spreadsheet to identify youth as they leave the point of service.**
- b. When students pay cash for their reduced-price and/or full-price meals and those meals are counted in a manner different from what is described above, please describe the method used for counting. N/A
9. By using steps 1-8 as outlined on the preceding pages, it is possible to describe most meal count/collection procedures used throughout the state. If an alternate method is used, it must be individually written. Care should be taken to include all necessary information as outlined below:
- a. How can meals be prepaid or charged?
 - b. How is the system for prepayment and charging advertised?
 - c. What medium of exchange will be issued to students receiving free or prepaid (or charged) reduced - price or full-price meals?
 - d. How will the medium of exchange be coded?
 - e. Where is the count by category taken? The count by category must be at the point-of-service where it is determined that reimbursable meals were selected by students. When using classroom counts, the school must develop a system for a child coming to school late, leaving early or not selecting a reimbursable meal. The school should retain written documentation as proof that the needed changes are being made.
- The count is taken at the point of service by unit staff as the student leave this service point.**
-
-

Programs that Do Not Charge Separately (These do not include the Special Assistant Provisions)

In programs that do not charge separately, all children are served the meal without a charge. The cost of the meal, beyond the reimbursement received by TDA, is considered by the SFA as an expense of operating the NSLP and SBP.

1. The SFA is responsible for providing program benefits to eligible children and assures that although no identifiable charge is established for meals, it will uniformly implement the following policy. In fulfilling its responsibilities, the SFA agrees to:
 - a. Keep documentation to support household eligibility for three years (private schools and RCCIs) or five years (public schools) after the end of the school year to which they pertain. If audit findings are not resolved, the records must be kept until all audit issues are resolved.
 - b. For SFAs operating an RCCI, develop and keep a list with the following information about each child: (1) name; (2) date of birth; (3) dates of admission and exit; (4) income; and (5) eligibility determination and data.

Note: Children at RCCIs are considered a family of one. Exceptions to this are children of house parents living at the institution. These children must have an application on file.

2. All approved meal count/collection procedures must include a point-of-service count of reimbursable meals by category. Describe how daily point-of service counts are taken.

Check one of the following:

- ☐ The cashier is stationed at the end of the serving line, determines the meal selected is reimbursable and counts the meal by category.
- ☐ The cashier is stationed at the beginning of the serving line and a monitor is stationed at the end of the line to verify that each meal selected is reimbursable. If a non-reimbursable meal is selected by a student, a system is in place for removing that meal from the proper category of the count of meals claimed for reimbursement.
- ☒ Other. An alternate method must be individually written: **The count is taken at the point of Service as this student leaves this point.**

3. All approved meal count/collection procedures must include a medium of exchange that is issued to students for obtaining a meal. The systems for coding, distributing and collecting the medium of exchange must ensure that students receiving meal benefits are not overtly identified. A common method for distributing and collecting the medium of exchange must be used for all three categories. If more than one box is checked, grades or campuses must be designated to the side of the checked box.

All students receiving free, reduced-price and paid meals and those prepaying will be issued: X

- ☒ A verbal identifier to be used on the serving line in exchange for the meal. A number or the student's name are the most commonly used verbal identifiers.

A coded ticket or token..

A coded I.D. card.

A coded automated tab.

A coded bar line card for scanning.

A coded number for use on a key pad.

Another individual identifier (thumb print, etc.)

Other. An alternate method must be individually written:

RETURN TO STATE OFFICE

School Food Authority: Travis County Juvenile Probation Program (TX): 227-2009

Amendment to Policy Statement - Attachment B

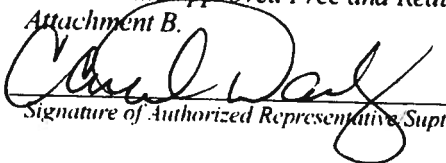
When completing Attachment B, please complete this form in full, with authorized representative's signatures and return to the Texas Department of Agriculture (TDA).

SFAs must obtain prior approval from TDA before implementing changes to their policy statements.

The Travis County Juvenile Probation , is renewing its

(SFA Name)

current state-approved Free and Reduced-Price Policy Statement Attachment B with the information indicated on the Attachment B.


Signature of Authorized Representative/Supt

4-30-09
Date

Telephone Number 512-854-5528

Carol Darby

Print Name of Authorized Representative/Supt

Signature of TDA Official

Date

5. Milk count/collection procedures must include a point-of-service count of milk served by category. Teacher roll counts, the number of tickets sold/issued, head counts, tray counts and counts obtained by "backing into" the numbers of half-pints of milk served are not point-of-service counts.

Check the point of service procedure the contractor uses.

- ☐ The cashier is stationed at the end of the serving line and counts the student taking a half-pint of milk by eligibility category.
- ☐ The cashier is stationed at the beginning of the serving line and a monitor is stationed at the end of the line to verify that each student takes a half-pint of milk. If a student elects to not take a half-pint of milk, a system is in place for removing that milk count from the count of half-pints claimed for reimbursement.
- ☐ Other. An alternate method must be individually written. Describe the procedure below:

☐ **Section B – Pricing Program without FREE Option**

1. Please list the name of the site(s) that will be following this policy statement.

- | | | |
|--------------|--------------|--------------|
| Name of Site | Name of Site | Name of Site |
|--------------|--------------|--------------|
2. All students pay the same amount for each half-pint of milk served. There are no eligibility determinations made for this option.
3. Claim all milk served as paid milk; no milk served is claimed as free milk.
4. Establish a procedure to accurately record the number of half-pints of milk served to children. Describe the procedure below:

☐ **Section C – Non-Pricing Program**

1. Please list the name of the site(s) that will be following this policy statement.

- | | | |
|--------------|--------------|--------------|
| Name of Site | Name of Site | Name of Site |
|--------------|--------------|--------------|
2. No separate charge has been established for milk. The tuition paid by parents includes the cost of the milk served to all students.
3. All students are claimed in the paid category with this option.
4. There are no eligibility determinations made for this option.
5. Establish a procedure to accurately record the number of half-pints of milk served to children. Describe the procedure below:

RETURN TO STATE OFFICE

SFA Name

Co. Dist. #/Program (TX) #

ESC

Amendment to Policy Statement - Attachment B

When completing Attachment B, please complete this form in full, with authorized representative's signatures and return to the Texas Department of Agriculture (TDA).

SFAs must obtain prior approval from TDA before implementing changes to their policy statements.

The _____, is renewing its
(SFA Name)

current state-approved Free and Reduced-Price Policy Statement Attachment B with the information indicated on the Attachment B.

Print Name of Authorized Representative

Signature of Authorized Representative

Date

Telephone Number

Signature of TDA Official

Date

!RETURN TO STATE OFFICE**Policy Statement for Free and Reduced-Price Meals**

Travis County Juvenile Probation

School Food Authority

227-2009

Ca-District No./Program (TX) No

ESC

**Policy Statement for NSLP/SBP Attachment
K: Menu Planning System**

The United States Department of Agriculture (USDA) has provided Menu Planning Systems to meet nutrient standards as outlined in the School Meals Initiative for Healthy Children (SMI). Each school food authority (SFA) must select one or more Menu Planning System(s) for use in its Child Nutrition Programs [National School Lunch Program (NSLP), School Breakfast Program (SBP), Seamless Summer Option]. Update this attachment only when necessary.

Menu Planning System Definitions:

- **Traditional Food Based Menu Planning** - This menu planning system requires that the menus served meet the nutrient standards as well as the patterns but does not require that nutrient analyses of the menus be performed at the local level. The traditional offer versus serve procedures are used with this option.
- **Enhanced Food Based Menu Planning** - In this menu planning system the quantities of fruit/vegetable and grain/bread components are increased. The Enhanced Food Based Menu Planning System requires that the menus served meet the nutrient standards as well as the patterns but does not require that the nutrient analyses of the menus be performed at the local level. The traditional offer versus serve procedures are used with this system.
- **Nutrient Standard Menu Planning** - In this menu planning system, the SFA is required to conduct a nutrient analyses of the menus using USDA-approved nutrient analysis software. The SFA must offer at least one entree, one side dish and milk. If offer versus serve is implemented, students must select an entree and at least one other item and decline no more than two menu items if the meal is claimed.
- **Assisted Nutrient Standard Menu Planning** - This menu planning system is similar to the Nutrient Standard Menu Planning system, except an outside entity conducts the nutrient analysis of menus. The use of this menu planning system must be pre-approved by the Texas Department of Agriculture (TDA). Prior to choosing this menu planning system, the SFA must contact the Food and Nutrition Division at (888) TEX-KIDS for additional information.

1. The SFA may choose to select one Menu Planning System for all schools in the SFA.
2. The SFA may choose to select different Menu Planning Systems by school level (for example: all elementary, all middle and all high schools).
3. The SFA may choose to use different Menu Planning Systems on selected campuses. Attach an additional page, identifying the Menu Planning Systems by campus (if needed).

Check the **appropriate** space below. Different Menu Planning Systems may be selected for breakfast and lunch. Each SFA must attach a copy of this form to its current Policy Statement for **Free and Reduced-Price Meals** and return it to TDA prior to implementing the change. Schools may not change Menu Planning Systems within three months of an anticipated Coordinated Review Effort.

Menu Planning Systems	Planning	All	All	All Elementary Schools		All Middle Schools		All High Schools	
		Breakfast	Lunch	Breakfast	Lunch	Breakfast	Lunch	Breakfast	Lunch
Traditional Food Based Menu Planning	Food	X	X						
Enhanced Food Based Menu Planning	Food								
Nutrient Standard Menu Planning	Standard	X	X						
Assisted Nutrient Standard Menu Planning	Nutrient								
Other (Must be pre-approved by TDA)									

Signature of Authorized Representative Supt

Date

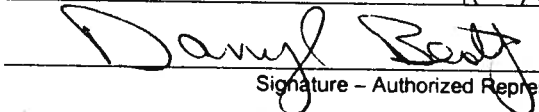
Signature of TDA Official

Date

Food and Nutrition Division
Certificate of Authority

This is to certify that the following person(s):

Name of Authorized Representative (Type or print in the following order: prefix, first name, middle name or initial, last name and suffix.)	Title
Darryl Beatty	Deputy Chief
E-mail Address	Area Code and Telephone Number
Darryl.Beatty@co.travis.tx.us	(512) 854-7007


Signature – Authorized Representative

4/30/09
Date of Signature

Name of Authorized Representative (Type or print in the following order: prefix, first name, middle name or initial, last name and suffix.)	Title
Kris Johnson	Compliance Officer
E-mail Address	Area Code and Telephone Number
Kris.Johnson@co.travis.tx.us	(512) 854-7055


Signature – Authorized Representative

4/30/09
Date of Signature

is (are) designated as an Authorized Representative of

Name of Contracting Organization		
Travis County Juvenile Probation Department-Gardner Betts		
Address (Street, City, State, ZIP Code)		
2515 South Congress Ave, Austin, TX. 78704-5594		
Program (TX) No.	Contract No.	Commodity Agreement No.
TX – 227022A	75 – F1017	75 – 227022A

The representative(s) designated above, and myself, acknowledge that each is individually authorized on behalf of the contracting organization to make written agreements with the Texas Department of Agriculture (TDA) to operate a food program, to sign documents or reports about the agreement and to present claims for reimbursement, when appropriate, to the agency.

By signing this document, we certify individually and collectively that to the best of our knowledge and belief, all documents submitted physically or electronically on behalf of the above named contracting organization pursuant to our participation in any and all programs administered by Food and Nutrition Division, TDA, are/will be true and correct in all respects, that they are/will be completed according to the terms and conditions of existing agreements, including amendments, that records are/will be available to support any and all claims and that we will not submit claims (excluding amended/adjusted claims) for goods or services for which we have already received payment. We recognize that we are fully responsible for any excess amounts which may result from errors made in relation to the completion and submission of claims. We are also aware that deliberate misrepresentation or withholding of information may result in prosecution under applicable state and federal statutes.

Name of Official of Contracting Organization (Type or print in the following order: prefix, first name, middle name or initial, last name and suffix.)	Title
Samuel T. Biscoe	County Judge
E-mail Address	Area Code and Telephone Number
Sam.Biscoe@co.travis.tx.us	(512) 854-9555

Signature — Official of Contracting Organization

May 12, 2009
Date of Signature

Deleted Authorized Representatives: A contracting organization may not have more than three (3) authorized representatives, including the official of the contracting agency. If you are deleting an authorized representative, list the name(s) of the individual(s) to be removed as authorized representative(s) below:

Name of Deleted Representative	Name of Deleted Representative	Name of Deleted Representative
Carol Darby		

For TDA Use Only

Received By	Date Received

**Form H4508
Instructions**

Certificate of Authority

01-2009

Purpose

To allow the contracting organization to:

- Identify the officials designated to act on the organization's behalf,
- Certify to the accuracy of any and all information submitted to the Texas Department of Agriculture (TDA) by the contracting organization, and
- Record the representatives' signatures.

When to Prepare

When applying or reapplying for participation, and when making a change to current authorized representatives in the:

- Child and Adult Care Food Program (CACFP),
- National School Lunch/School Breakfast Program (NSLP/SBP),
- Special Milk Program (SMP),
- Summer Food Service Program (SFSP),
- Food Distribution Program (FDP),
- Texas Commodity Assistance Program (TEXCAP), or
- Commodity Supplemental Food Program (CSFP).

Number of Copies

Complete one original and keep a copy for your files.

Transmittal

Send the original to your Food and Nutrition Field Operations Office (F&N FOO).

Exception: Public and Charter Schools, and Expanded Nutrition Program contractors send the original to the Commodity Distribution Section and keep a copy for your files.

How to Obtain Copies

Make additional copies as needed or download Form H4508 by accessing the TDA website at www.snptexas.org, and click on FND Forms in the menu on the left hand side of the page.

Form Retention

Keep Form H4508 for three years after the end of the program year. **Exception:** If audit findings, claims or litigation have not been resolved by the end of the contract period, all forms and records must be retained until all issues are resolved.

DETAILED INSTRUCTIONS

Name of Authorized Representative/Title - Type or print the name of the officials, in the spaces provided, who will represent the contracting organization by signing correspondence, submitting reports and filing claims for reimbursement with TDA. Use the following format when printing the official's name: prefix (that is, Mr., Ms., Sister, Honorable), first name, middle name or initial, last name and suffix (that is, Jr., M.D., R.N.). Type or print each person's title.

E-mail Address/Area Code and Telephone Number- Enter the authorized representative's e-mail address, area code and telephone number. **Note:** To electronically file claims for reimbursement, you must provide an e-mail address for each authorized representative.

Up to three people per program, including the official of the contracting organization, may be authorized to represent the contracting organization.

Signature - Authorized Representative/Date of Signature - The person authorized to represent the contracting organization must sign this form exactly as he or she will sign the documents and claims for reimbursement. Enter the date of signature.

Name of Contracting Organization - Type or print the name of the contracting organization that has the ultimate legal responsibility for the agreement with TDA.

Address - Enter the contracting organization's address (Street, P.O. Box, City, State and ZIP code).

Program (TX) No. - Enter the contracting organization's seven-digit program (TX) number. New contracting organizations should leave this space blank. Note: Public and charter schools contracting for commodities can enter their TEA District No.

Contract No. - Enter the contracting organization's contract number. New contracting organizations and commodity contractors should leave this space blank.

Commodity Agreement No. - Enter the contracting organization's commodity agreement number, if applicable. New contracting organizations should leave this space blank.

Name of Official of Contracting Organization/Title - Type or print the name and title of the official of the contracting organization in the spaces above the signature. This official must be a chief officer of the governing body, such as chairman of the board of

directors, mayor, owner, pastor, etc. Use the following format when printing the official's name: prefix (that is, Mr., Ms., Sister, Honorable), first name, middle name or initial, last name and suffix (that is, Jr., M.D., R.N.). Type or print the official's title.

E-mail Address/Area Code and Telephone Number- Enter the official of the contracting organization's e-mail address, area code and telephone number. **Note:** To electronically file claims for reimbursement, you must provide an e-mail address for the official of the contracting organization.

Signature - Official of Contracting Organization/Date of Signature - The official of the contracting organization must sign the form in the space provided, designating himself and up to two other persons as authorized representatives. Enter the date of signature.

Deleted Authorized Representatives - The contracting organization may have no more than three authorized representatives, including the official of the contracting organization. Enter the name(s) of authorized representatives that should be deleted.

For TDA Use Only - Do not write in this section.

Travis County Commissioners Court Agenda Request

6



Voting Session May 12, 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 \$701,327.76, for the period of April 24, 2009 to April 30, 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)

09 MAY - 5 AM 10:25

RECEIVED
COUNTY JUDGE'S OFFICE

**TRAVIS COUNTY
RECOMMENDATION FOR TRANSFER OF FUNDS**

DATE: May 12, 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: April 24, 2009 to April 30, 2009

**REIMBURSEMENT REQUESTED
FOR THIS PERIOD:** \$701,327.76

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 \$701,327.76.

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
APRIL 24, 2009 TO APRIL 30, 2009**

-

- Page 1. Detailed Recommendation to Travis County Auditor for transfer of funds.**
- Page 2. Chart of Weekly Reimbursements Compared to Budget**
- Page 3. Paid Claims Compared to Budgeted Claims**
- Page 4. Notification of amount of request from United Health Care (UHC).**
- Page 5. Last page of the UHC Check Register for the Week.**
- Page 6. List of payments deemed not reimbursable.**
- Page 7. Journal Entry for the reimbursement.**

TRAVIS COUNTY
RECOMMENDATION FOR TRANSFER OF FUNDS

DATE:
TO:
FROM:
COUNTY DEPT.

May 12, 2009
Susan Spataro, County Auditor
Dan Mansour, Risk Manager
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: April 24, 2009
TO: April 30, 2009

REIMBURSEMENT REQUESTED:

\$ 701,327.76

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*	\$ 1,237,456.63
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT: May 5, 2009	\$ (536,129.04)
Adjust to balance per UHC	\$ 0.17
TOTAL REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**:	\$ 701,327.76
PAYMENTS DEEMED NOT REIMBURSABLE	\$ -
TRANSFER OF FUNDS REQUESTED:	\$ 701,327.76

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

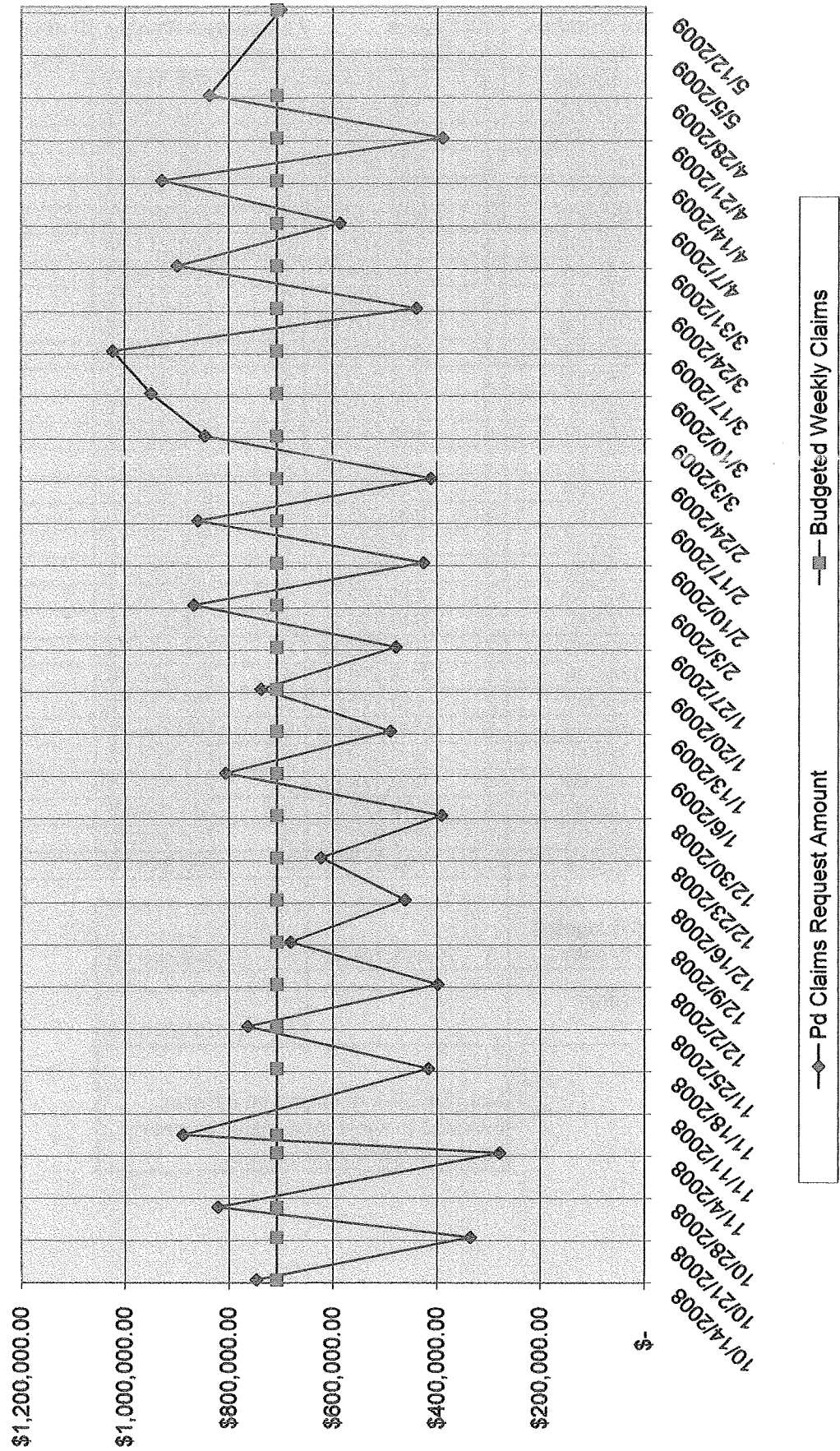
All claims over \$25,000 (2 this week totaling \$88,216.00) have been audited for data entry accuracy and the following information is correct for each claim audited: date of service, eligibility, nature of service, name of provider, amount billed by provider, amount billed by date and amount paid by UHC.

Fifteen percent (15%) of all claims under \$25,000 (\$97,317.92) 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 provider, date 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 \$182,877.58.

All claims submitted in this transfer have been audited to confirm accuracy of billing and legitimacy of

**TRAVIS COUNTY BENEFIT PLAN
FY09 PAID CLAIMS vs WEEKLY CLAIMS BUDGET OF \$708,314.75**



TRAVIS COUNTY EMPLOYEE BENEFIT PLAN

FY09 WEEKLY PAID CLAIMS VS WEEKLY BUDGETED AMOUNT

Last Updated 5-8-09 at 2:35pm

Period	Voting Session Date	Pd Claims Request Amount	Budgeted Weekly Claims	# of Large Claims	Total of Large Claims
9/26/08-10/02/2008	10/14/2008	\$ 747,324.53	\$ 708,314.75	0	\$ -
10/3/08-10/09/08	10/21/2008	\$ 335,512.06	\$ 708,314.75	2	\$ 90,581.80
10/10/08-10/16/08	10/26/2008	\$ 821,392.23	\$ 708,314.75	1	\$ 27,830.00
10/17/08-10/23/08	11/4/2008	\$ 278,558.66	\$ 708,314.75	1	\$ 25,794.46
10/24/08-10/30/08	11/7/2008	\$ 889,154.23	\$ 708,314.75	3	\$ 241,152.98
10/31/08-11/06/08	11/18/2008	\$ 416,144.12	\$ 708,314.75	1	\$ 43,401.87
11/07/08-11/13/08	11/25/2008	\$ 764,495.13	\$ 708,314.75	1	\$ 25,086.80
11/14/08-11/20/08	12/2/2008	\$ 398,204.17	\$ 708,314.75	1	\$ 29,800.00
11/21/08-11/27/08	12/9/2008	\$ 681,975.72	\$ 708,314.75	0	\$ -
11/28/08-12/04/08	12/16/2008	\$ 461,401.09	\$ 708,314.75	1	\$ 52,900.00
12/05/08-12/11/08	12/23/2008	\$ 623,235.92	\$ 708,314.75	1	\$ 75,029.80
12/12/08-12/18/08	12/30/2008	\$ 391,245.55	\$ 708,314.75	1	\$ 29,333.31
12/19/08-12/25/08	1/6/2009	\$ 806,849.20	\$ 708,314.75	1	\$ 79,550.00
12/26/08-01/01/09	1/13/2009	\$ 489,510.01	\$ 708,314.75	3	\$ 231,596.70
01/02/09-01/08/09	1/20/2009	\$ 738,207.12	\$ 708,314.75	0	\$ -
01/09/09-01/15/09	1/27/2009	\$ 479,061.40	\$ 708,314.75	1	\$ 52,000.00
01/16/09-01/22/09	2/3/2009	\$ 868,256.76	\$ 708,314.75	2	\$ 122,268.15
01/23/09-01/29/09	2/10/2009	\$ 425,948.22	\$ 708,314.75	1	\$ 27,799.00
01/30/09-02/5/09	2/17/2009	\$ 859,996.86	\$ 708,314.75	1	\$ 44,068.88
02/6/09-02/12/09	2/24/2009	\$ 411,769.22	\$ 708,314.75	2	\$ 135,874.72
2/13/09-2/19/09	3/3/2009	\$ 846,738.71	\$ 708,314.75	2	\$ 100,933.50
2/20/09-2/26/09	3/10/2009	\$ 949,895.88	\$ 708,314.75	4	\$ 466,149.26
2/27/09-3/5/09	3/17/2009	\$ 1,023,376.00	\$ 708,314.75	4	\$ 379,043.29
3/6/09-3/12/09	3/24/2009	\$ 440,272.63	\$ 708,314.75	1	\$ 37,840.14
3/13/09-3/19/09	3/31/2009	\$ 899,860.53	\$ 708,314.75	3	\$ 101,988.57
3/20/09-3/26/09	4/7/2009	\$ 586,930.54	\$ 708,314.75	4	\$ 176,607.27
3/27/09-4/2/09	4/14/2009	\$ 929,174.88	\$ 708,314.75	3	\$ 147,837.16
4/3/09-4/9/2009	4/21/2009	\$ 389,720.20	\$ 708,314.75	0	\$ -
4/10/09-4/16/09	4/28/2009	\$ 838,227.39	\$ 708,314.75	1	\$ 133,806.69
4/24/09-4/30/09	5/12/2009	\$ 701,327.76	\$ 708,314.75	2	\$ 88,216.00

Paid and Budgeted Claims - to date	\$ 19,493,766.72	\$ 21,249,442.50
Amount Under Budget		\$ (1,755,675.78)

Not predictive of impact on reserve,
intended to show relationship of weekly
budget to weekly claims cost.

Last Updated 5-8-09 at 2:35pm

From: <SIFS FAX@UHC.COM>
To: <NORMAN.MCREE@CO.TRAVIS.TX.US>
Date: 5/1/2009 5:10 AM
Subject: UHC BANKING REPTS/C

TO: NORMAN MCREE **FROM:** UNITEDHEALTH GROUP
FAX NUMBER: (512) 854-3128 AB5
PHONE: (512) 854-3828

NOTIFICATION OF AMOUNT OF REQUEST FOR: TRAVIS COUNTY

DATE: 2009-05-01 **REQUEST AMOUNT:** \$1,237,456.63

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

CALCULATION OF REQUEST AMOUNT

+ ENDING BANK ACCOUNT BALANCE FROM: 2009-04-30	\$744,460.67
- REQUIRED BALANCE TO BE MAINTAINED:	\$1,938,718.00
+ PRIOR DAY REQUEST:	\$00.00
= UNDER DEPOSIT:	\$1,194,257.33
+ CURRENT DAY NET CHARGE:	\$43,199.30
+ FUNDING ADJUSTMENTS:	\$00.00

REQUEST AMOUNT: \$1,237,456.63

ACTIVITY FOR WORK DAY: 2009-04-24

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$421,363.62	\$00.00	\$421,363.62
TOTAL:	\$421,363.62	\$00.00	\$421,363.62

ACTIVITY FOR WORK DAY: 2009-04-27

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$13,659.78	\$00.00	\$13,659.78

Page: 1 of 2

UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2009_04_30

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	-206.95	NN	1100429	AA	8	4/30/2009	200	4/27/2009	4/30/2009
701254	632	-210.88	NN	1761401	AE	5	4/30/2009	200	4/27/2009	4/30/2009
701254	632	-225.65	NN	1684310	AA	1	4/30/2009	200	4/27/2009	4/30/2009
701254	632	-231.65	NN	1619950	AE	9	4/30/2009	200	4/27/2009	4/30/2009
701254	632	-233.11	NN	SSN00000CAL		0	4/21/2009	600	4/27/2009	4/30/2009
701254	632	-276	NN	SSN00000CAL		0	4/22/2009	600	4/28/2009	4/30/2009
701254	632	-311.32	NN	1887515	AH	7	4/30/2009	200	4/27/2009	4/30/2009
701254	632	-311.32	NN	1232080	AA	9	4/30/2009	200	4/27/2009	4/30/2009
701254	632	-336.12	NN	1628623	AH	5	4/30/2009	200	4/27/2009	4/30/2009
701254	632	-350.18	NN	1039172	AI	3	4/30/2009	200	4/27/2009	4/30/2009
701254	632	-351.98	NN	1709091	AH	6	4/30/2009	200	4/27/2009	4/30/2009
701254	632	-377.9	NN	1655744	AA	9	4/30/2009	200	4/27/2009	4/30/2009
701254	632	-417.4	NN	974929	AH	1	4/30/2009	200	4/27/2009	4/30/2009
701254	632	-427.44	NN	1890159	AH	1	4/30/2009	200	4/27/2009	4/30/2009
701254	632	-460.84	NN	1482114	AE	6	4/30/2009	200	4/27/2009	4/30/2009
701254	632	-516.85	NN	910368	AE	5	4/30/2009	200	4/27/2009	4/30/2009
701254	632	-517.35	NN	1873691	AH	9	4/30/2009	200	4/27/2009	4/30/2009
701254	632	-795.02	NN	SSN00000CAL		0	4/27/2009	600	5/1/2009	4/30/2009
701254	632	-167901.35	NN	SSN00000CAL		0	4/22/2009	600	4/28/2009	4/30/2009

701,327.76

5

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

For the payment week ending: 04/30/2009

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

6

Travis County - Hospital and Self Insurance Fund (526)

Journal Entry for the Reimbursement to United Health Care

For the payment week ending: 4/30/2009

TYPE	MEMBER TYPE	TRANS_AMT
CEPO		
EE	526-1145-522.45-28	163,515.02
RD	526-1145-522.45-29	71.65
RR	526-1145-522.45-29	44,020.16
Total CEPO		\$207,606.83
EPO		
EE	526-1145-522.45-20	229,048.69
RR	526-1145-522.45-21	41,869.17
Total EPO		\$270,917.86
PPO		
EE	526-1145-522.45-25	142,143.19
RR	526-1145-522.45-26	80,659.88
Total PPO		\$222,803.07
Grand Total		\$701,327.76

7

Travis County Commissioners Court Agenda Request

Voting Session 05/12/09
(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

Routine Personnel Actions

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

II. **Additional Information**

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

III. **Required Authorizations:** Please check if applicable:

_____ Planning and Budget Office (854-9106)

_____ Human Resources Management Department (854-9165)

_____ Purchasing Office (854-9700)

_____ County Attorney's Office (854-9415)

_____ County Auditor's Office (854-9125)



Last updated 5-8-09 at 2:35pm

Human Resources Management Department



1010 Lavaca Street, 2nd Floor

• P.O. Box 1748

• Austin, Texas 78767

• (512) 854-9165 / FAX(512) 854-4203


May 12, 2009

ITEM # :

DATE: April 30, 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 

SUBJECT: Weekly Personnel Amendments

Attached are Personnel Amendments for Commissioners Court approval.

Routine Personnel Actions – Pages 2 – 5.

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

LMS/LAS/clr

Attachments

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

WEEKLY PERSONNEL AMENDMENTS --- ROUTINE

NEW HIRES				
Dept.	Slot	Position Title	Dept. Requests Level/Salary	HRMD Recommends Level/Salary
District Atty	21	Attorney IV**	26 / Minimum / \$71,084.42	26 / Minimum / \$71,084.42
ITS	132	Systems Architect I	28 / \$81,391.00	28 / \$81,391.00
Juvenile Court	453	Counselor Sr (Part-time)	16 / \$19,167.20	16 / \$19,167.20
PBO	15	Financial Analyst Sr	19 / \$48,592.34	19 / \$48,592.34
TNR	602	Automotive Mechanic	12 / Midpoint / \$33,777.95	12 / Midpoint / \$33,777.95
* Temporary to Regular			** Actual vs Authorized	

TEMPORARY APPOINTMENTS					
Dept.	Slot	Position Title	Dept. Requests Grade/Salary	HRMD Recommends Grade/Salary	**Temporary Status Type Code
County Clerk	20053	Elec Clk – Operations Clk II	10 / \$12.00	10 / \$12.00	02
County Clerk	23037	Elec Clk – Operations Clk III	12 / \$14.00	12 / \$14.00	02
County Clerk	23038	Elec Clk – Operations Clk III	12 / \$14.00	12 / \$14.00	02
County Clerk	23060	Elec Clk – Operations Clk III	12 / \$14.00	12 / \$14.00	02
County Clerk	23065	Elec Clk – Operations Clk III	12 / \$14.00	12 / \$14.00	02
County Clerk	23076	Elec Clk – Operations Clk II	10 / \$12.00	10 / \$12.00	02
County Clerk	23078	Elec Clk – Operations Clk II	10 / \$12.00	10 / \$12.00	02
** Temporary Status Type Codes: (Temporary less than 6 mos. = 02) (Project Worker more than 6 mos. = 05, includes Retirement Benefits).					

TEMPORARY PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS

Dept. (From)	Slot – Position Title – Salary	Dept. (To)	Slot – Position Title – Salary	Comments
County Clerk	Slot 20075 / Elec Clk – Erly Vting Clk / Grd 7 / \$10.00	County Clerk	Slot 23197 / Elec Clk – Erly Vting Clk / Grd 7 / \$10.00	Election worker reassignment.
County Clerk	Slot 20090 / Elec Clk – Erly Vting Clk / Grd 7 / \$10.00	County Clerk	Slot 20520 / Elec Clk – Erly Vting Deputy / Grd 10 / \$12.00	Election worker reassignment.
County Clerk	Slot 20127 / Elec Clk – Erly Vting Clk / Grd 7 / \$10.00	County Clerk	Slot 20185 / Elec Clk – Erly Vting Clk / Grd 7 / \$10.00	Election worker reassignment.
County Clerk	Slot 20365 / Elec Clk – Erly Vting Deputy / Grd 10 / \$12.00	County Clerk	Slot 23046 / Elec Clk – Erly Vting Deputy / Grd 10 / \$12.00	Election worker reassignment.
County Clerk	Slot 20367 / Elec Clk – Erly Vting Deputy / Grd 10 / \$12.00	County Clerk	Slot 23066 / Elec Clk – Erly Vting Deputy / Grd 10 / \$12.00	Election worker reassignment.
County Clerk	Slot 20372 / Elec Clk – Erly Vting Deputy / Grd 10 / \$12.00	County Clerk	Slot 20301 / Elec Clk – Erly Vting Clk / Grd 7 / \$10.00	Election worker reassignment.
County Clerk	Slot 20399 / Elec Clk – Erly Vting Deputy / Grd 10 / \$12.00	County Clerk	Slot 23069 / Elec Clk – Erly Vting Deputy / Grd 10 / \$12.00	Election worker reassignment.
County Clerk	Slot 20654 / Elec Clk – Erly Vting Deputy / Grd 10 / \$12.00	County Clerk	Slot 23075 / Elec Clk – Erly Vting Deputy / Grd 10 / \$12.00	Election worker reassignment.
County Clerk	Slot 23056 / Elec Clk – Operations Clk III / Grd 12 / \$14.00	County Clerk	Slot 23073 / Elec Clk – Operations Clk II / Grd 10 / \$12.00	Election worker reassignment.
County Clerk	Slot 23087 / Elec Clk – Erly Vting Clk / Grd 7 / \$10.00	County Clerk	Slot 23074 / Elec Clk – Erly Vting Clk / Grd 7 / \$10.00	Election worker reassignment.

CAREER LADDERS – NON-POPS

Dept.	Slot	Current Position Title/Grade	New Position Title/Grade	Current Annual Salary	Proposed Annual Salary	Comments Current HRMD Practice
Juvenile Court	412	Juvenile Detention Ofcr II* / Grd 13	Juvenile Detention Ofcr III / Grd 14	\$30,978.49	\$32,527.41	Career Ladder. Pay is between min and midpoint of pay grade.
Juvenile Court	577	Juvenile Detention Ofcr II* / Grd 13	Juvenile Detention Ofcr III / Grd 14	\$31,186.84	\$32,746.18	Career Ladder. Pay is between min and midpoint of pay grade.

* Actual vs Authorized

**PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY
REASSIGNMENTS / TEMPORARY ASSIGNMENTS**

Dept. (From)	Slot – Position Title – Grade – Salary	Dept. (To)	Slot – Position Title – Grade – Salary	Comments
County Atty	Slot 72 / Office Specialist / Grd 10 / \$28,498.80	County Atty	Slot 177 / Office Specialist / Grd 10 / \$28,498.80	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
County Atty	Slot 177 / Office Specialist / Grd 10 / \$26,656.94	County Atty	Slot 72 / Office Specialist / Grd 10 / \$26,656.94	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
HHS	Slot 72 / Caseworker / Grd 15 / \$37,074.41	HHS	Slot 223 / Caseworker / Grd 15 / \$37,074.41	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
HRMD	Slot 8 / Human Resources Spec Sr / Grd 22 / \$74,634.79	HRMD	Slot 8 / Human Resources Spec Sr / Grd 22 / \$74,634.79	Travis County Code § 10.03012 - Temporary assignment. Department requests an extension for an additional 5 months to end on or before 9/30/09.
HRMD	Slot 44 / Registered Nurse II / Grd 20 / Full-time \$55,868.80	HRMD	Slot 44 / Registered Nurse II / Grd 20 / Part-time \$44,695.04	Status change from full-time to part-time (40 hrs to 32 hrs).
Juvenile Court	Slot 42 / Juvenile Case Work Mgr / Grd 19 / \$51,597.66	Juvenile Court	Slot 21 / Training Education Coord Sr / Grd 20 / \$55,258.54	Promotion. Pay is between min and midpoint of pay grade.
* Actual vs Authorized				

THIS SECTION LEFT BLANK INTENTIONALLY.

AD HOC CLASSIFICATION CHANGE							
		Current			HRMD Recommends		
Dept.	Slot #	Auth Position Title / Position #	FLSA	Pay Grade	Position Title / Position #	FLSA	Pay Grade
Sheriff	236	Records Analyst / 17490	NE	17	Records Analyst Supv / 20492	E	20
Department requested in order to meet department's needs. PBO has confirmed funding.							

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

8

Travis County Commissioners Court Agenda Request

Voting Session May 12, 2009 Work Session _____
(Date)

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

B. Requested Text

Consider and take appropriate action on Group Benefits Health Plan FY2010 rates and issues.

- A. Approve no rate increase to active employees health care premiums for FY10.
- B. Life and Disability
 - B1 Approve continuing supplemental life, AD&D. and Short Term Disability coverages with no rate increase for FY10.
 - B2 Approve Basic Life rate increase from .106 to .135 for FY10.
 - B3 Approve Long Term Disability rate increase form .56 to .60 for FY10.
 - B4 Approve release of Long Term Care RFP
- C. Approve option to renew all three dental plans with no increase for FY10
- D. Approve release of employee/retiree communication prior to employee hearing and open enrollment.
- E. Approve 7/20/09 through 8/21/09 as the dates for FY10 open enrollment.
- F. Encourage employees to complete UHC online health assessment.

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

- I. 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:

II. Required Authorizations: Please check if applicable:

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



HRMD

Human Resources Management Department

1010 Lavaca

• P.O. Box 1748

• Austin, Texas 78767

• (512) 854-9165 / FAX(512) 854-3128

May 5, 2009

TO: Members of Commissioners Court

FROM: Employee Benefits Committee

SUBJECT: Committee Recommendations for Plan Year 2010 -
Group Health Benefit Plans
Insurance Rates and Subsidies
Group Life and AD&D Insurance, Long and Short Term Disability and
Long Term Care

The Employee Benefits Committee has met several times since February to discuss FY10 group benefits. On 4-23-2009 the committee met our Actuary to discuss the health benefit plans and the FY10 employee premiums and County contributions. This information is presented to the Commissioners Court in anticipation of the Employee Public Hearing scheduled for 6-17-2008

Based on the actuarial analysis, the Benefit Committee recommends no rate increase on the medical plan for FY10 for active employees. This is the THIRD year in a row the County has been able to maintain the active rates and the high level of benefits for the employees. This is highly unusual in the current economic climate. Employees should be aware that they are helping to contain the rate increases by their healthy lifestyle choices and wellness activities, as well as using the employee wellness and health clinic when possible.

Actuarial Summary:

The Actuaries indicated the plan experience continues to be much better than the norm. An 8% trend was used by Milliman in projecting our rates for FY10 (medical and pharmacy combined). That was not the actual historical trend for Travis County, but the trend developed by looking at commercial and public sector business and adjusted for geographic differences. The actual historical trend was approximately 3% for Travis County based on our claims experience.

The actuaries determined that for FY10 the rates could remain at the FY09 levels and the funding would be adequate, taking into account the \$27.8 million dollar reserve:

- The Counties portion would be \$ 34,395,960.00
- The participants portion would be \$ 6,188,760.00
- The projected annual cost of the plan would be \$ 40,584,720.00

(These figures reflect the costs of renewal with no changes, they do not reflect the retiree tenure based recommendation, which may change these figures slightly for the FY10 plan year)

The actuarial analysis of the plan experience of Travis County's three health plans indicated the following:

	Required Increase
All Plans Combined	-0.79%

The overall required rate increase was less than 1%, therefore the Actuary suggested that no rate increase was necessary.

Issues and Recommendations:

Item A- Health Insurance Rates and Subsidies –

Based on current health fund reserves, the committee and the Actuary suggest **no rate increase** for active employees for all plans and tiers and dependent subsidies on all 3 plans. (See attachment # 1, for active rates and subsidy amounts.)

Item A Recommendation:

Approve no increase to health care premiums for Travis County active employees in FY10. Rates to remain at FY09 levels for all plans.

The current budgeted composite funding amount of \$629.00 per active employee will be used for FY10.

Item B- Group Life Insurance, AD&D, and Disability-

B1: The current coverage amounts will remain in place for FY10 for Basic Life, AD&D, Supplemental Life, Dependent and Spouse Life, Retiree Life, and Short and Long Term Disability. All of these lines of coverage are with UNUM.

The stand alone AD&D coverage through CIGNA will also remain unchanged.

B2: There was an increase in the Basic Life rate from .106 to .135 per thousand.

B3: The rate for Long Term Disability increased from .56 to .60. These increases are due to high experience.

(See Attachment 4 for rates.)

B4: Long Term Care coverage has been requested by many employees. The Benefit Committee has researched coverages available and has recommended release of an RFP for long term care coverage, for a mid year implementation if approved. LTC coverage is 100% paid by employees, with no County funding required. We will be looking at policies that allow coverage for not only employees, but parents and other family members at the group rates.

Item B Recommendations:

B1: Approve continuing the Supplemental life, AD&D (both UNUM and Cigna) and Short Term disability coverages at the current rates for FY10.

B2: Approve Basic Life rate increase for FY10. The basic life increase from .106 to .135 per thousand will result in an increase to the general fund of approximately \$72,000 per year.

B3: Approve Long Term Disability rate increase from .56 to .60. This will not fiscally impact the County, as this is 100% voluntary with employees paying 100% of the cost. LTD rate is based on a percentage of the employee salary.

B4: Approve release of RFP for Long Term Care plan for possible mid year implementation.

Item C- Dental

All three dental plans (Metlife PDP-UCR, Metlife PDP-Mac, and Metlife (Safeguard) DHMO have a rate guarantee in place. Rates and plans will remain the same for FY10. (see Attachment 6 for and dental plan/rate sheet)

Item C Recommendation:

Approve option to renew all three dental plans for FY10, with no rate increase.

Item D- Employee/Retiree Communication-

We are asking for Court approval to prepare and release benefit information to the retirees and employees as soon as possible, with a deadline of May 26, 2009, so there is time for review prior to the scheduled Employee Hearing on June 17, 2009 at 4:30 pm (or alternate time set by the Court) in the Commissioners Courtroom. We will release information to the employees/retirees again before open enrollment begins. Final vote by the Court is needed no later than June 23, 2009.

Item D Recommendation:

Approve release of employee/retiree communication prior to the employee hearing and open enrollment

Item E- Open Enrollment-

Open enrollment begins on Monday July 20, 2009 and will end on Friday August 21, 2009. All eligible employees need to complete the 10-step open enrollment process during that time period. **Employees who do not complete open enrollment or fail to complete all ten steps of the process will be defaulted to employee only Co-Insured EPO coverage and basic life.**

HRMD staff will be available to help any employees or retirees who have questions or concerns during open enrollment. Computers will be available to County Employees during this time in HRMD as well as at several locations in various departments on specified dates, with HRMD staff and computers to facilitate the process.

Item E Recommendation:

- E-1: Approve 7-20-2009 through 8-21-2009 as the FY10 Open Enrollment Period.**
E-2: Approve default coverage of employee only Co-insured EPO and basic life for employees that do not complete open enrollment process during the specified open enrollment dates.

Item F- UHC Health Risk Assessment- and Wellness Activity Tracker

UHC has encouraged Travis County employees to complete the UHC Health Risk Assessment online at myuhc.com. Employees and the health plan both realize advantages when an employee/retiree completes the Assessment that categorizes their over all health and,

- makes specific suggestions for health goals,
- provides educational program to motivate them in their efforts
- outreach effort, in the form of a mailing or a phone call from a nurse, will occur if the assessment indicates a high risk condition.

We will have a link to the confidential health risk assessment as part of Open Enrollment this year. We ask that the Court encourage all participants in the County health plan to complete the Health Risk Assessment.

Item F Recommendation:

The Employee Benefit Committee requests the Commissioners Court strongly encourage employees that are on the Travis County health plan to complete the confidential online health assessment during open enrollment.

Attachment 1	FY10 Proposed Rate worksheet for <u>active</u> employees
Attachment 2	Rates for Life and Disability
Attachment 3	Benefit Summary
Attachment 4	Dental rates and benefit sheet

PROPOSED FY10 RATES-**ACTIVES**

FY10 County Subsidy -	Emp only	Emp+1 Adult	Emp+1 Child	Emp+ Children	Emp+adult +Child	Emp+adult +Children
EPO	85%	65%	76%	69%	62%	60%
PPO	100%	79%	90%	84%	75%	73%
Coinsured EPO	100%	84%	96%	89%	80%	77%
FY10 Total Premium- per employee per month	Emp only	Emp+1 Adult	Emp+1 Child	Emp+ Children	Emp+adult +Child	Emp+adult +Children
EPO	588.00	1250.00	802.00	1121.00	1587.00	1907.00
PPO	497.00	1036.00	670.00	931.00	1315.00	1575.00
Coinsured EPO	497.00	974.00	630.00	875.00	1234.00	1479.00
County Cost (per employee per month)	Emp only	Emp+1 Adult	Emp+1 Child	Emp+ Children	Emp+adult +Child	Emp+adult +Children
EPO	497.00	814.00	606.00	778.00	984.00	1143.00
PPO	497.00	814.00	606.00	778.00	984.00	1143.00
Coinsured EPO	497.00	814.00	606.00	778.00	984.00	1143.00
Employee Contributions- Proposed (per employee per month)	Emp only	Emp+1 Adult	Emp+1 Child	Emp+ Children	Emp+adult +Child	Emp+adult +Children
EPO	91.00	435.00	196.00	343.00	604.00	764.00
PPO	0.00	222.00	64.00	153.00	331.00	432.00
Coinsured EPO	0.00	159.00	24.00	97.00	251.00	336.00
Amount of Monthly Increase to Employee	Emp only	Emp+1 Adult	Emp+1 Child	Emp+ Children	Emp+adult +Child	Emp+adult +Children
EPO	0.00	0.00	0.00	0.00	0.00	0.00
PPO	0.00	0.00	0.00	0.00	0.00	0.00
Coinsured EPO	0.00	0.00	0.00	0.00	0.00	0.00
Employee Percent of change						
EPO	0%	0%	0%	0%	0%	0%
PPO	0%	0%	0%	0%	0%	0%
Coinsured EPO	0%	0%	0%	0%	0%	0%
MAINTAINED RATES AT FY09 LEVEL				Proposed County Composite Rate per emp per month		\$ 629.00

Attachment 2 Life, AD&D, & Disability Coverages Rate Sheet

POLICY #	DESCRIPTION	FY10 Rates	Comments
560725	Basic Life- \$50,000	.135/\$1000	Increased from .106
100% County paid	Basic AD&D - \$50,000	0.025/\$1000	No increase
	Retiree admin rates	1.90 peprn	
595328	Supplemental life	see below	No increase
100% Employee paid	Supplemental AD&D	0.035	No increase
	Dependent Life	1.54	No increase
	Retiree Life <71	2.08	No increase
	Retiree spouse life <71	2.08	No increase
	Retiree Life <71	4.84	optional \$10,000 - UNUM EOI approval required No increase
	Retiree spouse life <71	4.84	optional \$5,000 - UNUM EOI approval required No increase
	Retiree Life >71	5.90	No increase
	Retiree spouse life >71	2.95	No increase
	optional supplemental life & optional spouse \$10,000 life	per \$1,000	No increase
	Age <30	0.0570	No increase
	30-39	0.0950	No increase
	40-44	0.1430	No increase
	44-49	0.2280	No increase
	50-54	0.3800	No increase
	55-59	0.5230	No increase
	60-64	0.8550	No increase
	65-69	1.2830	No increase
	>70	2.2420	No increase
			No increase
595327	Short Term Disability	32 per \$10 of weekly benefit	No increase
100% Employee paid	Long Term Disability	.60 per \$100 of monthly salary	Increased from .56
595327			
100% Employee paid	Cigna AD&D	.025 Emp per \$1,000 of coverage .042 Family per \$1,000 of coverage	No increase
OK 960892			
100% Employee paid			

BENEFIT SUMMARY

FY2010

Attachment 3

I T E M	Benefits	Last Updated 5-8-09 12:35pm			
		EPO	PPO-	Co-Insured EPO-	Pharmacy Only (Available to Medicare elig retirees only)
1	Active Employee contribution	\$91 / month	None	None	No medical benefits- see pharmacy below
2	Calendar year deductible In network	None	\$200/ indiv \$600 family	\$400/ indiv \$1200/ family	
3	Calendar year deductible Out of Network	None	\$750 / indiv none / family	NONE Must use in network provider	
4	Co-Insurance In- Network	None Plan pays 100% after co-pays	90/10 %	80/20%	
5	Co-Insurance Out of network	NONE Must use in network provider	70/30%	NONE Must use in network provider	
6	Office visit co-pay In network only	\$25 \$40-specialist	\$20 \$35-specialist	\$15 \$25-specialist	
7	Out of pocket Maximum In network	\$1,000 indiv none /family	\$1500 / indiv \$3,000 /family	\$1500 / indiv \$3,000 /family	
8	Out of pocket Maximum Out of network	none	\$2500/ indiv \$7,500 family	NONE Must use in network provider	
9	Hospital Admit co-pay	\$100 per confinement	\$100 per confinement	\$100 per confinement	
10	Emergency Room Co-pay	\$100	\$100	\$100	
11	Colonoscopies (Facility & surgeon)	Plan pays 100%	Plan pays 100% no deductible	Plan pays 100% no deductible	
12	Diabetic Supplies	Plan pays 100%	Plan pays 100% no deductible	Plan pays 100% no deductible	↓

1 3	Pharmacy Program (same for all plans) Retail	Generic		\$10
		Name Brand only		\$25
		Name Brand if generic avail		\$45 active, \$35 retiree
	90 day Mail Order	3 month supply for 2 co-pays (1 month free) x2 copays		

Travis County Commissioners Court Agenda Request

Voting Session May 12, 2009
(Date)

Work Session May 14, 2009
(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:

Discuss and take appropriate action on Employee Benefits Committee's recommendations for changes in retiree eligibility and contributions for retiree health care benefits.

Approved by: _____
Signature of Commissioner or County Judge

II. Additional Information

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

III. Required Authorizations: Please check if applicable:

_____ Court Appointed Compensation Committee
_____ Planning and Budget Office (854-9106)
_____ Human Resources Management Department (854-9165)
_____ County Attorney's Office (854-9415)
_____ County Auditor's Office (854-9125)

RECEIVED
COUNTY JUDGE'S OFFICE
09 MAY -5 PM 4:17

TRAVIS COUNTY COMMISSIONERS COURT

AGENDA REQUEST

10

Voting Session: May 12, 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:

A. CONSIDER AND TAKE APPROPRIATE ACTION ON THE NEED, SCOPE AND SITE SEARCH FOR THE NEW TRAVIS COUNTY MEDICAL EXAMINER'S OFFICE AND ASSOCIATED ISSUES.

B. RECEIVE BRIEFING FROM THE COUNTY ATTORNEY CONCERNING REAL PROPERTY ISSUES FOR 1213 SABINE STREET AND TAKE APPROPRIATE ACTION. (Executive Session, pursuant to TX Gov't Code Ann. Sec 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:

Danny Hobby, Executive Manager, Emergency Services, 4-4416
 Rodney Rhoades, Executive Manager, PBO, 4-9106
 Cyd V. Grimes, C.P.M., Purchasing Agent, 4-9700
 John R. Hille, Jr., Assistant County Attorney, 4-9415
 Dr. David Dolinak, Chief Medical Examiner, 4-9599
 Beth Devery, Chief Administrative Officer, 4-6885
 Roger A. El Khoury, M.S., P.E., Director, Facilities Management Department, 4-9661
 Leslie Stricklan, AIA, Senior Project Manager, FMD, 4-4778
 Jorge Talavera, Purchasing Agent Asst., Purchasing Office, 4-9762

III. Required Authorizations: Please check if applicable.

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

_____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

_____ Contract, Agreement, Policy & Procedure

RECEIVED
 COUNTY JUDGE'S OFFICE

09 MAY -5 PM 3:41



FACILITIES MANAGEMENT DEPARTMENT

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

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

MEMORANDUM

FMD Project: MEDEX-05-09R-XN

File No.: 101

TO: The Commissioners Court

VIA: Alicia Perez, Executive Manager, Administrative Operations

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

DATE: May 4, 2009 Revised May 7, 2009

SUBJECT: New Travis County Medical Examiner's Office
Project Update

A handwritten signature of Roger A. El Khoury is written over the "FROM" line and extends into the "DATE" line. The signature is in cursive and includes a circled "X" above the name.

Proposed Motion:

- A. Consider and take appropriate action on the need and site search for the new Travis County Medical Examiner's Office and associated issues.
- B. Receive briefing from the County Attorney concerning real property issues for 1213 Sabine Street and take appropriate action. (Executive session, pursuant to TX Gov't Code Ann. Sec 551.072).

Summary and Staff Recommendation:

Introduction: The Travis County Medical Examiner's (TCME) Office is charged by statute with the investigation and certification of cause and manner of death of all sudden, unexpected, violent, suspicious or unnatural deaths that occur in Travis County. It serves both the criminal justice and public health systems. The Travis County Medical Examiner's Office was established in 1977. It is now one of eleven medical examiner's offices in Texas. Traditionally, Texas urban counties have provided Medical Examiner's services to surrounding regional counties. Since 1978, Travis County has served an extended area which now includes forty-two (42) counties (in addition to Travis County). The 42 counties include all of the CAPCOG and Starflight counties (excluding Bell and Lampasas Counties), plus additional outlying counties. The National Association of Medical Examiners (N.A.M.E.) accredits medical examiner's offices. In 2006, Travis County set a goal to receive N.A.M.E accreditation and the office received provisional accreditation in 2008. The office will receive full accreditation once the remaining two pathologist positions are filled, which is expected this summer. As a result of this accreditation process, the procedures, facilities and staffing of the TCME have undergone important changes.

Need: The TCME currently has five (5) pathologists positions. The TCME has estimated that a new medical examiner facility with enough space for 14 pathologists would be needed to serve Travis County and the other 42 counties through 2035. A memo from the Chief Medical

Examiner is attached explaining their analysis, along with a second memo addressing alternative scenarios for meeting these needs. (Refer to Exhibits Part B-1 and B-2).

Facilities Management Department has determined that the existing facility cannot be expanded to meet increased staffing needs, primarily because of the development restrictions. An addition on the north parking lot is not feasible, due to the Austin Energy major utility easement, zoning height restrictions (60 ft. height limit) and Capital View Corridor #26 (East 12th Street at IH35). An addition on the north parking lot also would be undesirable because expansion of the primary morgue functions (autopsy stations and body cooler) above the ground floor would be inefficient and require a special elevator. An addition on the south parking lot is not feasible because it would block the delivery area. Additions covering existing parking lots would increase the need for offsite parking for both staff and visitors.

Scope: We anticipate that next week, Purchasing will present to Commissioners Court for their approval the proposed planning and programming study scope, which will evaluate alternative service areas and related building development costs for the TCME through 2035. The study will also include future expansion options to meet the needs in 2045.

Site: In February 2008, after a presentation of site search results, Commissioners Court directed staff to investigate strategic opportunities for the new Travis County Medical Examiner's office. Danny Hobby, Executive Manager, Emergency Services will report on the results to date of that investigation.

In 2007, a two phase search for possible sites for a new Travis County Medical Examiner's Office was conducted. Staff defined the site search criteria as follows:

- 1) Six acre site with a developable area of at least 3.5 acres
- 2) Access to primary roadways, without passing through residential area.
- 3) Industrial or commercial zoning and surrounding uses, away from residential areas
- 4) All utilities provided at the site, with GAATN access within five miles.
- 5) Location within 13 mile radius of downtown Austin
- 6) Location near a primary hospital/medical facility.

A listing of sites visited is shown in Part A Exhibit 1, which groups them by how many of the six criteria are met. Staff selected and visited ten non-County-owned sites in November 2007, out of a list of 29 sites presented by the broker. (Refer to Part A Exhibit 2). Information on the 29 sites is available on request. Staff selected and visited six County-owned sites in May 2007. (Refer to Part A Exhibit 3). These sites were presented to Commissioners Court in June and July 2007.

Facilities Management requests that Commissioners Court give directions on the next steps for site selection process, including activities to obtain public input on potential sites. Refer to attachment Part A-Exhibit 4. A preliminary decision on a preferred site will be needed from the Commissioners Court before the award of contract to the planning phase professional services consultant team, who will analyze how well the preferred site meets the needs of the project.

Project Delivery: The proposed project delivery schedule estimates that the new facility could be completed by the end of 2012, assuming that funding is obtained in the 2011 bond cycle or other funding alternatives. Next week we anticipate that the Purchasing Agent will present the scope of services, process and schedule for selecting and contracting with the planning phase professional services consultant team. The work of this team will result in a recommendation of

the development strategy to meet the Medical Examiner's needs through 2035 with future expansion options to 2045, including the size and estimated cost for a proposed initial build-out. During the planning and programming study, Facilities Management and the Purchasing Office will evaluate whether the delivery of this initial build-out should be by the design-build method or by the design-bid-build method. At a future date, direction will be sought from Commissioners Court on the delivery method choice for the initial build-out, prior to the selection of the design phase professional services consultant team.

Budgetary and Fiscal Impact:

In the FY07 budget, Commissioners Court approved \$75,000 for a planning and programming study for a new Medical Examiner's facility. However these funds were swept in FY08 because the planning effort has been on hold since February 2008 while staff investigated strategic opportunities. A funding request for \$150,000 for planning phase services, including the planning and programming study and related technical site reports (survey, geotechnical and environmental assessment), will be presented to Commissioners Court through PBO, following action on the above noted items.

Background:

In February 2006, Commissioners Court received the Travis-County Forensic Center Report, which showed the need for a new Medical Examiner's facility, based on growing case load in the then-current 45 county service area in addition to Travis County. The service area reduced to 42 counties in 2007, when Concho, Bell and Lampasas did not renew their interlocal agreements. Since 2006, there have been only 10 cases from Bell County and none from Concho and Lampasas.

The existing 3-story, 14,600 GSF building at 1213 Sabine Street, behind Brackenridge Hospital, was built in 1996 to house the Chief Medical Examiner and staff including two other pathologists. The interior was renovated in 2007 and 2008 to provide space for two additional pathologists and accommodate other staff and operational changes needed to increase efficiency and move towards conformance with N.A.M.E. accreditation standards.

The eleven medical examiners offices in Texas are in the following counties:
Harris, Nueces, Lubbock, El Paso, Collin, Galveston, Tarrant, Dallas, Bexar, Travis and Webb.

Required Authorizations:

Legal: N/A
Purchasing: N/A
Budget: N/A

Exhibits:

- Part A - Site
- 1) Summary of site evaluations
- 2) Neighborhood process
- 3) Project timeline

Part B - Need

- 1) Memo from the Medical Examiners Office concerning projected need for doctors by 2045, with charts of projected caseload and doctors and list and map of 42 counties currently served by Travis County Medical Examiner's Office.
- 2) Memo from the Medical Examiners Office concerning alternative Medical Examiner Office plans.

PART A-EXHIBIT 1

Summary of Site Evaluations

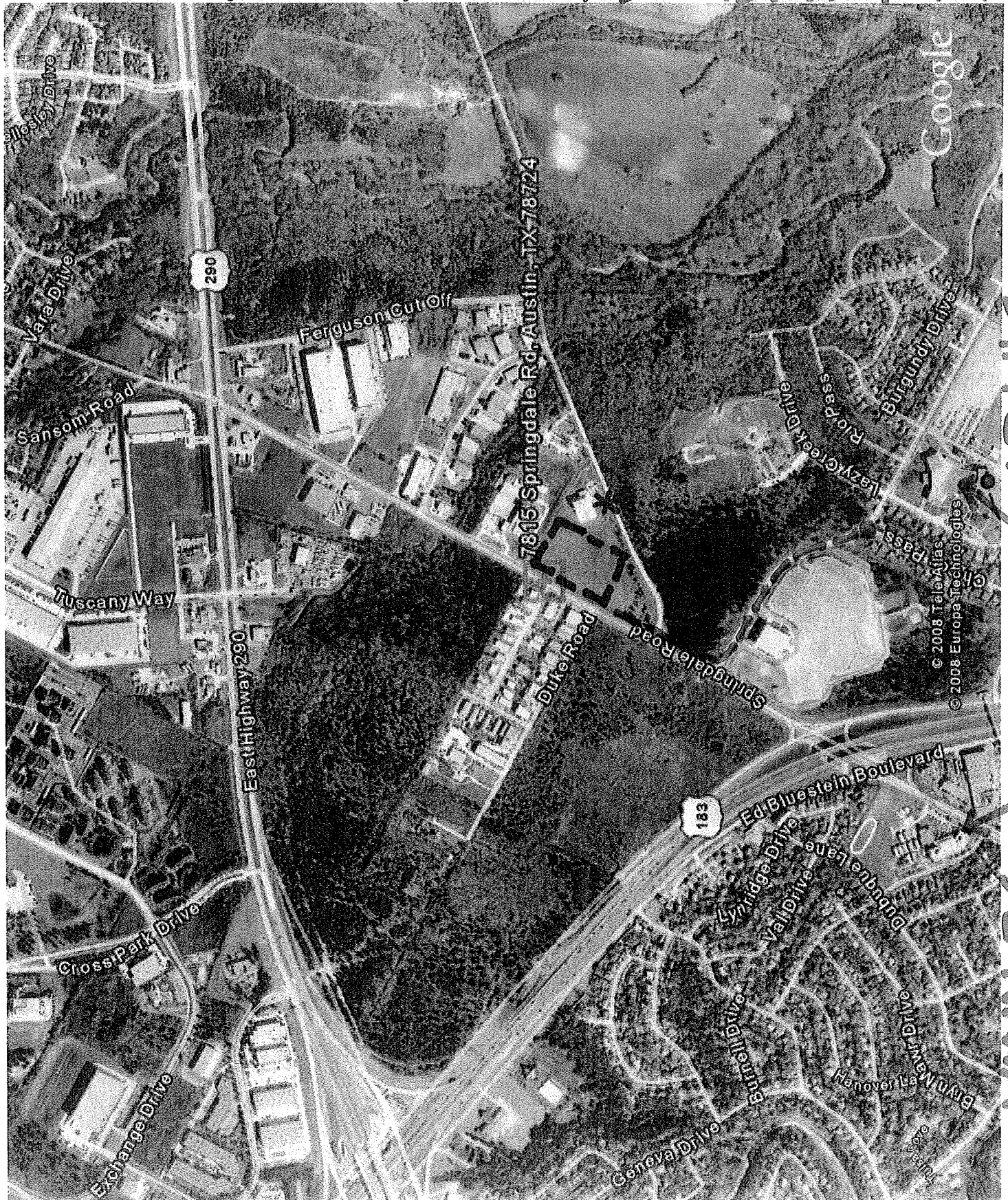
New Travis County Medical Examiner's Office
Summary Site Evaluation

				SELECTION CRITERIA					
Site No.	Address	P C T	Availability and asking price	6 acre min. / 3.5 devel-opable	Primary road access	Industrial or commer-cial setting	Utilities	< 13 miles to downto wn	< 4 mile to hosp.
Tier One				Meets 6 out of 6 criteria					
A	7815 Springdale Road	1	County-owned	Yes	Yes	Yes	Yes	Yes	Yes
Tier Two				Meets 5 out of 6 criteria					
B	9301 Johnny Morris Rd.	1	County-owned	Yes	Yes	Yes	Yes	Yes	No
15	4700 Manor Road	1	No longer for sale	Yes	Yes	No	Yes, except no gas. GAATN ?	Yes	Yes
Tier Three				Meets 4 out of 6 criteria					
17	9100 Brown Lane	1	\$750,000	Yes	No	Yes	Yes, except no gas. GAATN ?	Yes	No
13	6422 FM 969 (MLK)	1	\$997,350	Yes	Yes	No - mixed	unknown	Yes	No
16	8610 N. IH 35	1	\$1,500,000	Yes	Yes	No	Yes, except no gas. GAATN ?	Yes	No
14	5500 Loyola Lane	1	Available. Price to be confirmed.	Yes	Yes	No	Yes, except no gas. GAATN ?	Yes	No
8	Riverside Drive at East Ben White Blvd.	4	Available. Price to be confirmed.	Yes	Yes	No	Yes - GAATN?	Yes	No
11	183 at Thompson Lane	4	Status to be confirmed.	Yes	Yes	No - mixed	Yes, except no gas. GAATN ?	Yes	No

New Travis County Medical Examiner's Office
Summary Site Evaluation

				SELECTION CRITERIA					
Site No.	Address	P C T	Availability and asking price	6 acre min. / 3.5 devel-opable	Primary road access	Industrial or commer-cial setting	Utilities	< 13 miles to downto wn	< 4 mile to hosp.
Tier Four				Meets 3 (or fewer) out of 6 criteria					
C	107000 FM 969	1	County-owned	Yes	Yes	No	Needs water	Yes	No
D	7811 Burleson-Manor Rd.	1	County-owned	Yes	Yes	No	Well and septic?	No	No
E	16424 Hamilton Pool Rd.	3	County-owned	Yes	Yes - but traffic issues	No	Yes	No	No
F	8656 State Highway 71 West	3	County-owned	Yes	Yes - but traffic issues	Yes	Yes	Yes - but traffic issues	No
5	Airport Gateway on East Ben White	4	Available.	Yes	Yes - but traffic issues	Yes	Yes generally, but infrastructure not installed to site. GAATN? No gas.	Yes	No
10	East Hwy 71 at 183 interchange	4	Not available for subdivision	Yes	Yes - but traffic issues	No - mixed	Yes, except no gas. GAATN ?	Yes	No

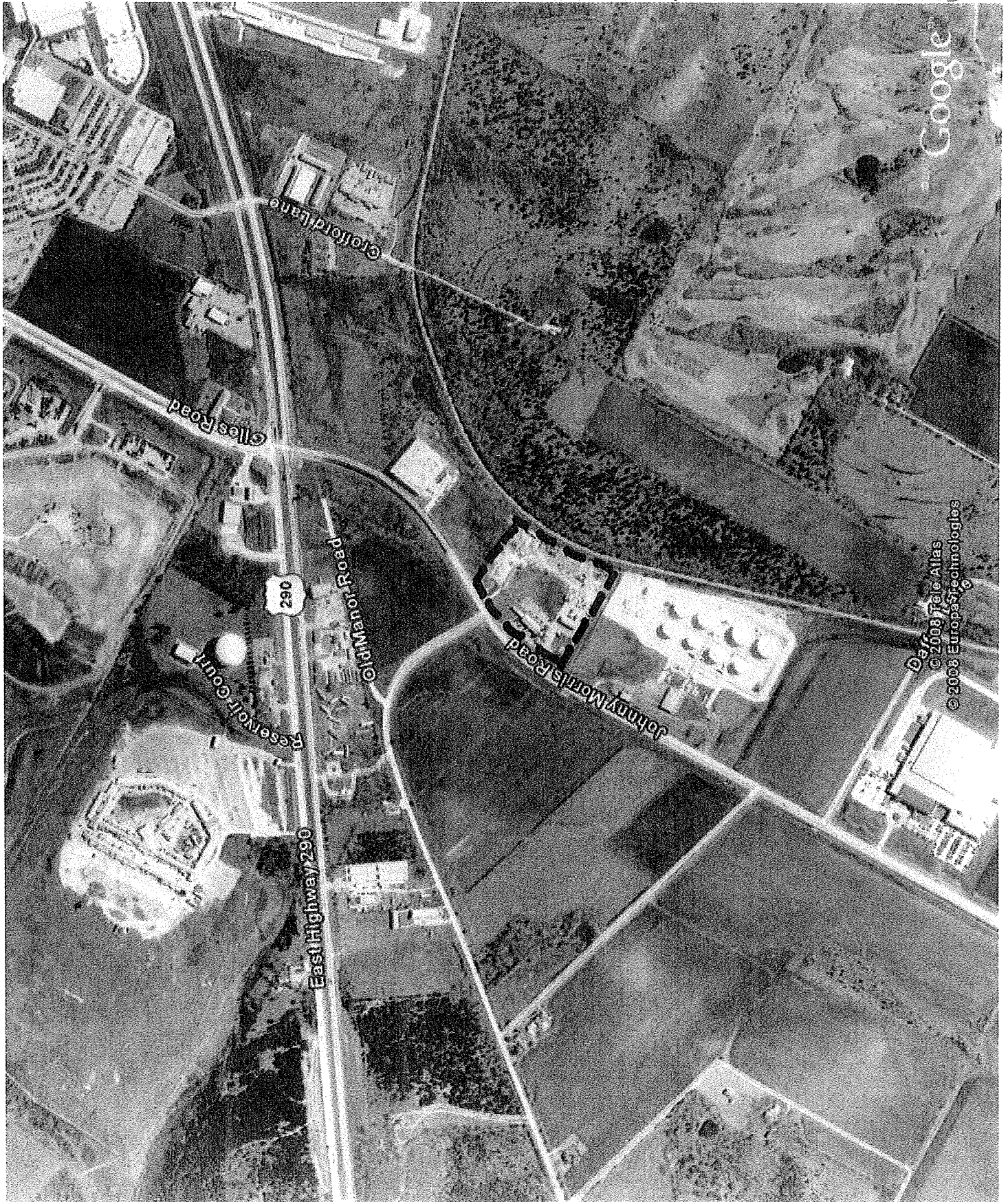
(*ADJACENT TO STARFLIGHT)
7815 SPRINGDALE RD. - 1/2 MILE TO RES.



U.S. 4.5.

WINN E.S. 1

9301 JOHNNY MORRIS RD. – ? TO RES.



PART A-EXHIBIT 2

Neighborhood Meeting Process



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

Project No: MEDEX-05-09R-XN

File: 105

Proposed Neighborhood Meeting Process for Medical Examiner Project

April 17, 2009

Purpose of the Meetings:

- Neighborhood meetings will be held to obtain community input prior to Commissioners Court decision on selecting a possible site for a new Medical Examiner facility. The meetings will inform the citizens, understand their concerns and provide a forum for discussion about what a new facility could be like and what impacts it might or might not have on the surrounding neighborhood.
- FMD will schedule the meetings to provide timely input for the project, with the anticipated number of meetings and general time frame agreed in advance with the County Judge and the Commissioner of the affected precinct.

Preparation for the Meetings:

- FMD will invite the County Judge and the Commissioner for that precinct to participate in the meetings and to have the opportunity to speak or introduce people as they wish.
- FMD will coordinate the specific meeting dates and times with the elected officials and representatives of other County departments who plan to attend, including the Medical Examiners Office, Emergency Services, Administrative Operations and the Planning and Budget Office.
- FMD will select a meeting location which is appropriately sized and conveniently located to the majority of those invited, and which is accessible, located near a public transit stop, and has suitable parking. FMD, with assistance from the Commissioner's office, will coordinate permission to use the meeting location as needed. FMD will make arrangements for providing and setting up meeting equipment such as easels, projectors, public address, lecturn, tables, chairs, etc.
- FMD will prepare an agenda for the meeting with input from the participating officials and County staff. FMD, with assistance from the Medical Examiner, will coordinate and produce any exhibits or handouts needed for the meeting, such as large format mounted maps, photos, charts, etc. FMD will prepare talking points on relevant issues, reflecting concerns raised at earlier meetings. FMD will prepare survey forms if they are to be used.

- **The County will not provide food and drink** at the meetings. However, it is desirable that interested individuals may provide snacks and water or soft drinks at their own expense. Refreshments support good meeting participation and foster a positive atmosphere. FMD will determine if there are restrictions on food and drink for the meeting location, and make arrangements for clean-up after the meeting.

Notification of the Meetings:

- FMD will distribute flyers to neighbors residing within a 500 foot radius of the possible site, as City of Austin requires for rezoning, whether or not rezoning is anticipated.
- FMD will also post flyers at appropriate community centers as determined with the office of the Commissioner of that precinct and with the County Judge.
- FMD will send flyers by surface mail or email to community groups as determined with the office of the Commissioner of that precinct and with the County Judge.
- FMD will coordinate posting the meeting notice to the Travis County website www.co.travis.tx.us and displaying on the Travis County public access TV.

Conduct of the Meetings:

- FMD will ensure that the meeting location set-up is completed on time.
- FMD will provide a sign-in sheet with the categories Name, Department/Organization, Telephone Number, Email and Mailing Address. The sign-in sheet will be scanned into a pdf file after the meeting and included with the meeting documentation.
- The County Judge or Commissioner will open the meeting. The FMD Director will introduce the County participants who, in turn, will make the presentation according to the agenda, followed by question and answer period. The closing of the meeting will summarize the concerns raised and the anticipated time frame for follow-up actions or future meetings. All attendees will be thanked for their time and interest.
- FMD will document the concerns, information requests and other action items raised in the meeting. FMD will distribute and collect surveys from the meeting attendees, if surveys are being used.

Access to Information:

- County contact point (name, phone, and email) for information about the meetings will be included with any meeting notice. Contact point for information about the project will also be displayed on the County website.

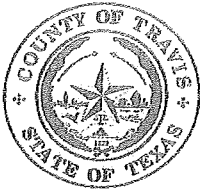
PART A-EXHIBIT 3

Project Timeline

	Mar 2007 to Feb. 2008	Feb. 2008 to Dec. 2008 ON HOLD	Dec-08	Jan-09	Feb-09	Mar-09	Apr-09	May-09	Jun-09	Jul-09	Aug-09	Sep-09	Oct-09	Nov-09	Dec-09	Jan-10	Feb-10	Mar-10	Apr-10	May-10	Jun-10	Jul-10	Aug-10	Sep-10	Oct-10	Nov-10	Dec-10	Jan-11	Feb-11	Mar-11	Apr-11	May-11	Jun-11	Jul-11	Aug-11	Sep-11	Oct-11	Nov-11	Dec-11	Jan-12	Feb-12	Mar-12	Apr-12	May-12	Jun-12	Jul-12	Aug-12	Sep-12	Oct-12	Nov-12	Dec-12		
Planning																																																					
RESTART PROJECT																																																					
Public input on site																																																					
Select proposed site																																																					
Select and contract prof. svcs.																																																					
Planning study																																																					
Court review and direction																																																					
Design																																																					
Select and contract prof. svcs.																																																					
Design																																																					
Public input on design																																																					
Court review and direction																																																					
Regulatory review																																																					
Bond Election																																																					
Bid/Contract Award/NTP																																																					
Construction - 11 months																																																					

PART B – EXHIBIT 1

Medical Examiner's Office Staffing Projections



TRAVIS COUNTY
OFFICE OF THE MEDICAL EXAMINER

1213 Sabine Street
PO Box 1748
Austin, TX 78767
Tel: (512) 854-9599
Fax: (512) 854-9044

DAVID DOLINAK, MD
Diplomate of American Board of Pathology
CHIEF MEDICAL EXAMINER

BETH DEVERY, RN, JD
CHIEF ADMINISTRATIVE OFFICER

MEMORANDUM

DATE: January 27, 2009

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

THROUGH: Danny Hobby, Executive Manager, Emergency Services

FROM: David Dolinak, MD, Chief Medical Examiner *(Signature)*
1/27/09

RE: Projected Pathologist Needs in 2045

If the Travis County Medical Examiner's office continues to service the same 42 county area that it currently services, we project a need for at least 13 forensic pathologists in 2035. In Joe Lessard's April 2006 study, he projected that in year 2035 our office would conduct 2936 autopsies. This includes 1236 Travis County cases, and 1700 cases from other counties.

Currently, the National Association of Medical Examiners (NAME) recommends an upper limit of 250 autopsies per year per pathologist. It is a Phase I deficiency if our pathologists perform more than 250 autopsies per year (an office can have up to 15 Phase I deficiencies and still be accredited by NAME). It is a Phase II deficiency if pathologists are performing more than 325 autopsies per year. An office cannot be fully accredited by NAME if it has even a single Phase II deficiency.

If we make the assumption that the Chief Medical Examiner will perform 175 autopsies per year, and the Deputy Chief Medical Examiner will perform 200 autopsies per year (reduced autopsy caseloads to compensate for administrative responsibilities), then the 12 other pathologists (total of 14 pathologists) would average 213 cases per year. If there is a total of 13 pathologists (including the Chief and Deputy Chief), then the average would be 232 cases per pathologist. With a total of 12 pathologists, it would be 256 cases per year per pathologist.

Based on discussions at the NAME conference and with pathologists on the NAME committees, it is expected that NAME will lower their number of cases a pathologist should perform in the upcoming years. If we plan for a potential change to 225 cases per pathologist, then it would make the most sense to project for a total of 14 doctors in year 2035, which would reduce the caseload to 213 per year, and would ensure that the office stays within NAME accreditation standards.

We do not have estimations for population growth through 2045. However, we can estimate that approximately every five years our growth sustains the need for an additional pathologist. If we are looking at long term growth in Travis County, then the new building should accommodate 16 pathologists.

43 COUNTIES CURRENTLY SERVED BY THE TRAVIS COUNTY MEDICAL EXAMINER'S OFFICE

10 CAPCOG COUNTIES

Travis	Burnet	Blanco
Williamson	Caldwell	Lee
Hays	Llano	
Bastrop	Fayette	

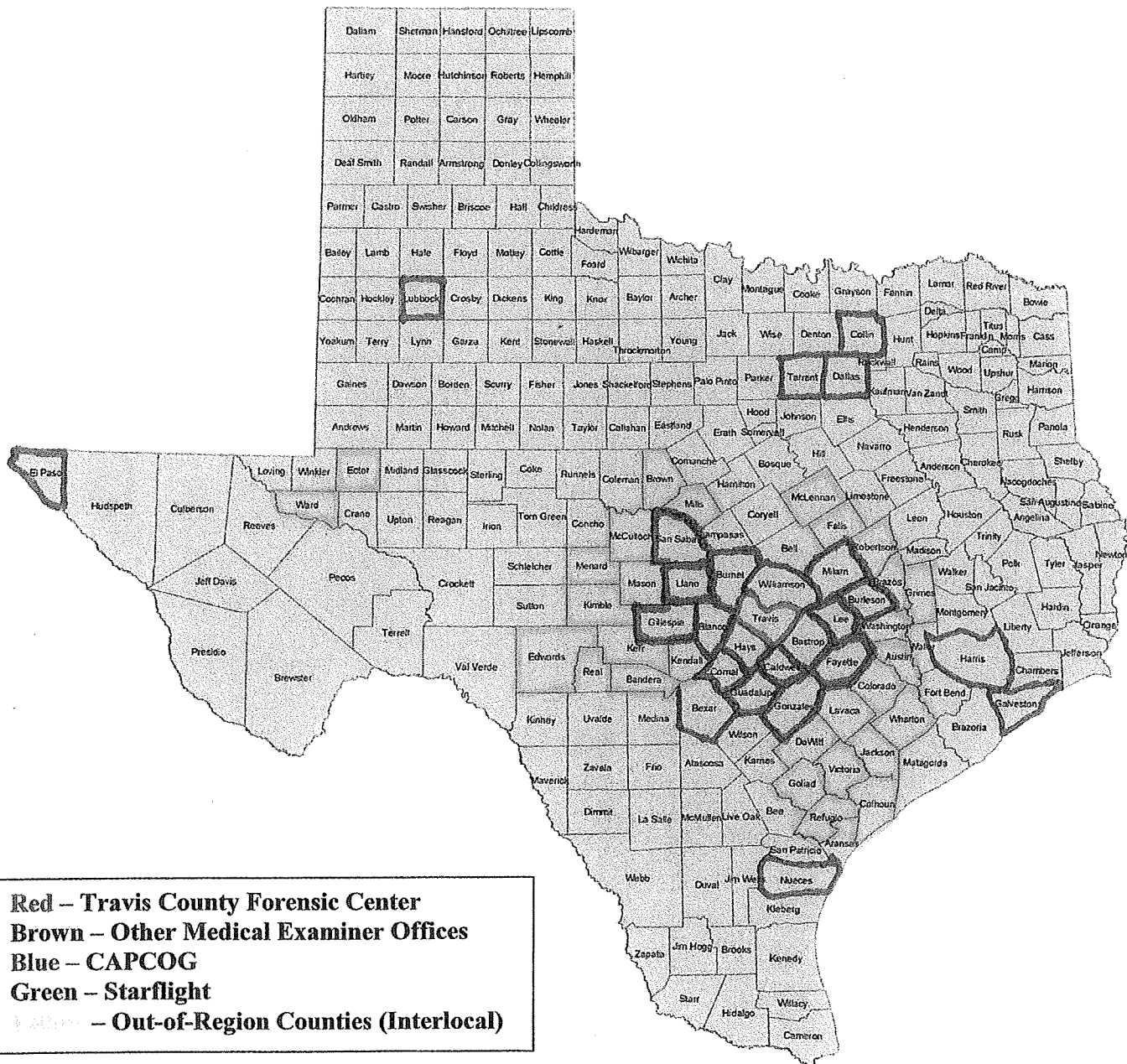
7 STARFLIGHT COUNTIES

Guadalupe	Milam	San Saba
Comal	Gillespie	
Gonzales	Burleson	

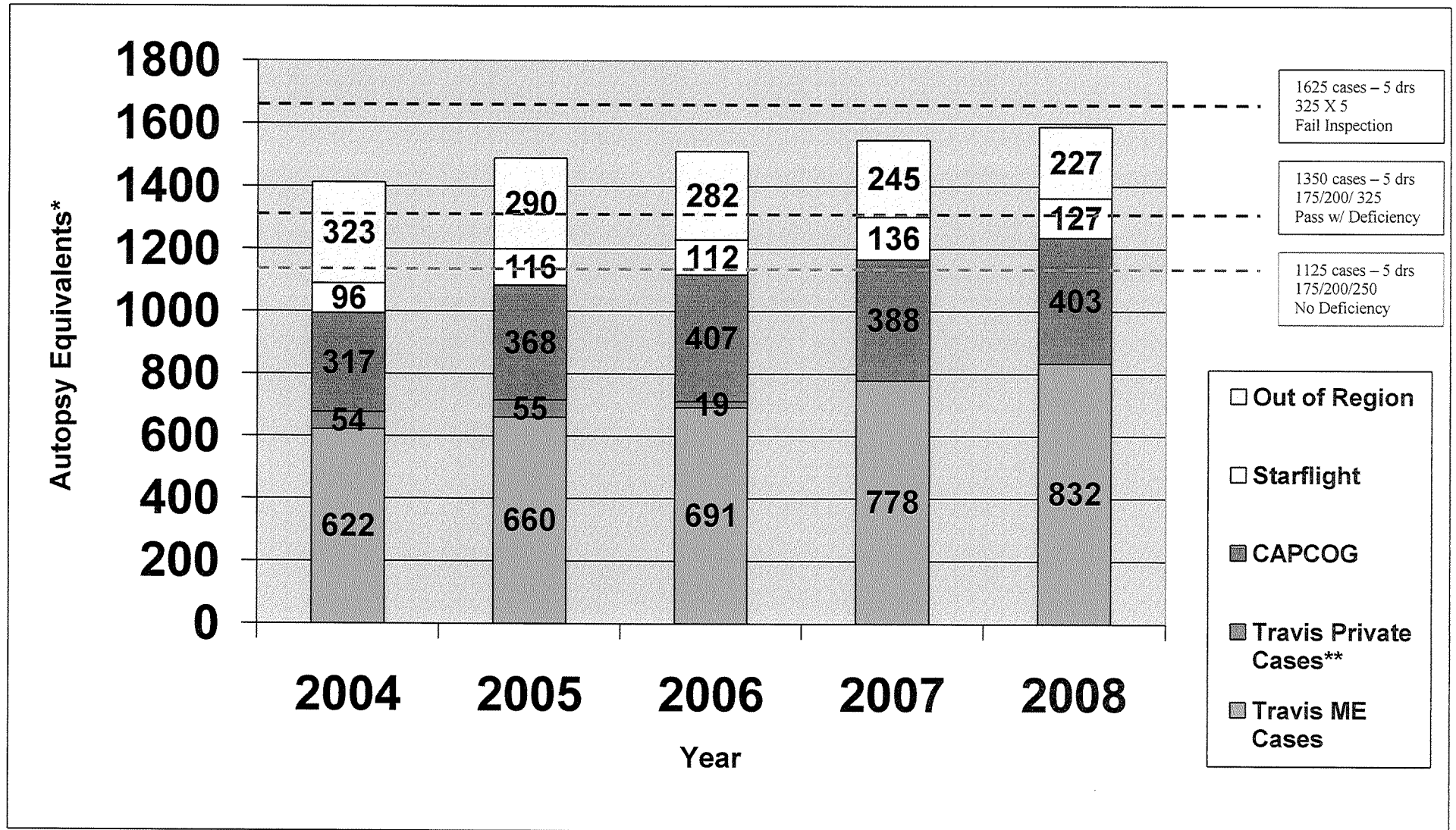
26 OUT OF REGION COUNTIES

Victoria	Colorado	Kimble
Kerr	Robertson	McCulloch
Brazos	Falls	Austin
Washington	Wharton	Menard
Calhoun	Jackson	Mills
Bandera	Ector	Ward
Brown	Goliad	Edwards
Grimes	McLennan	Refugio
Lavaca	DeWitt	

TRAVIS COUNTY SERVICE AREAS AND OTHER MEDICAL EXAMINER OFFICES



TRAVIS COUNTY MEDICAL EXAMINER SERVICE AREA CASELOADS



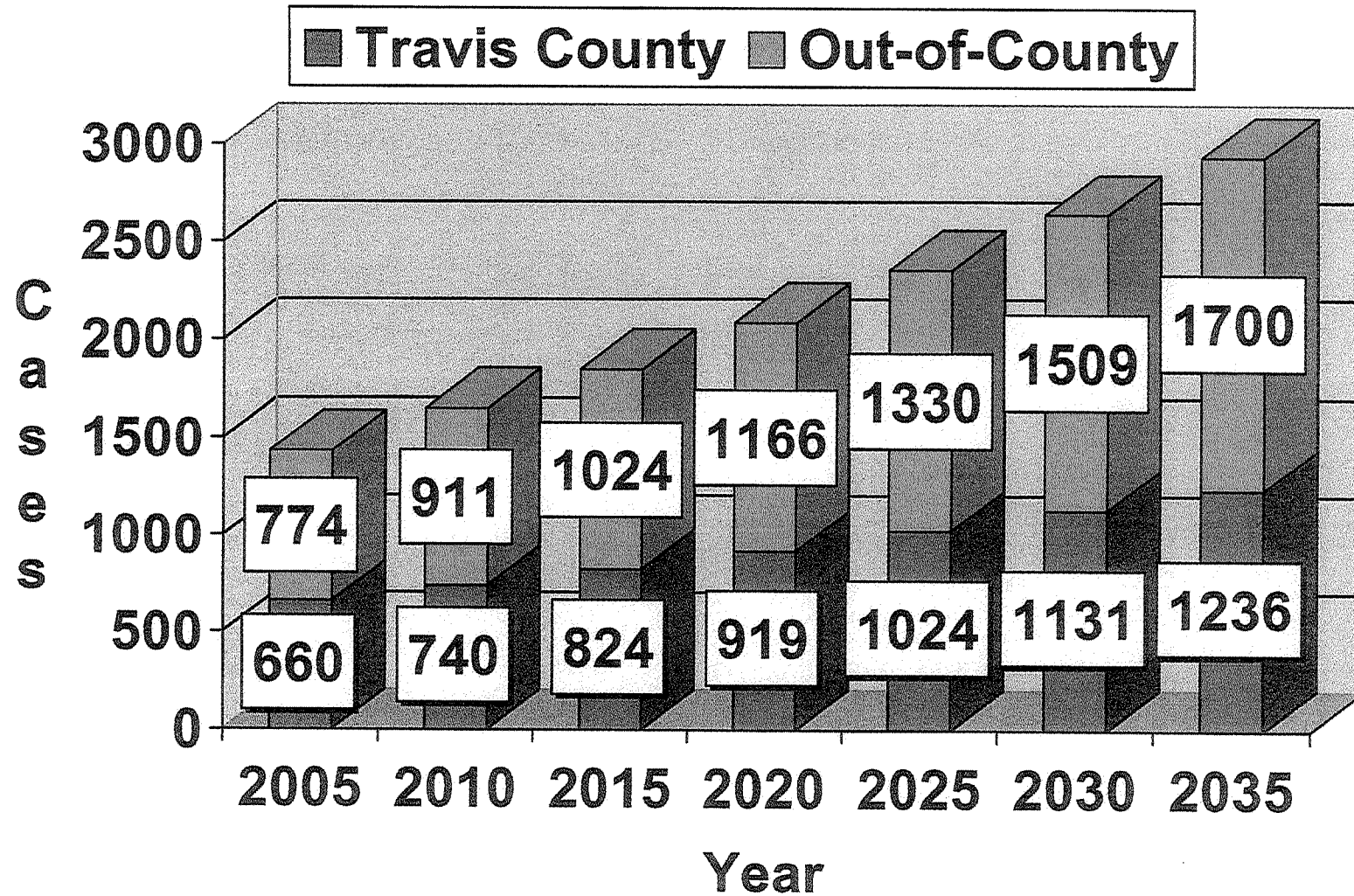
* Autopsy Equivalents are # of autopsies + # of external exams (3 externals = 1 autopsy)

** Private autopsies are no longer done

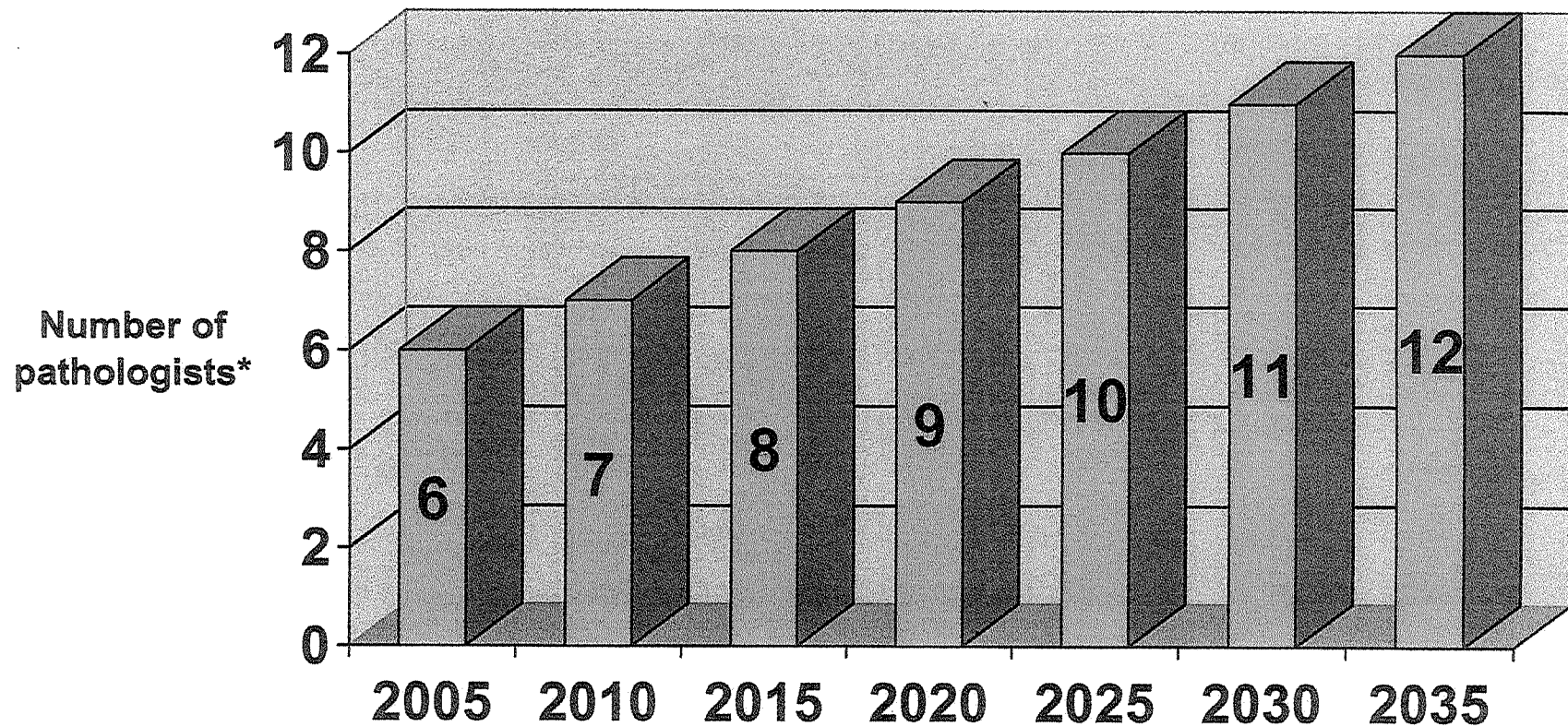
October 1, 2004 – fee increase from \$1800 to \$2000

October 24, 2007 – fee increase from \$2000 to \$2300

CASELOAD GROWTH FROM YEARS 2005 TO 2035



PROJECTIONS FOR PATHOLOGISTS



Assumptions:

- Estimated caseload of 2936 cases in year 2035
- 175 cases per year for Chief Medical Examiner
- 200 cases per year for Deputy Chief Medical Examiner
- Number of doctors includes the Chief and Deputy Chief

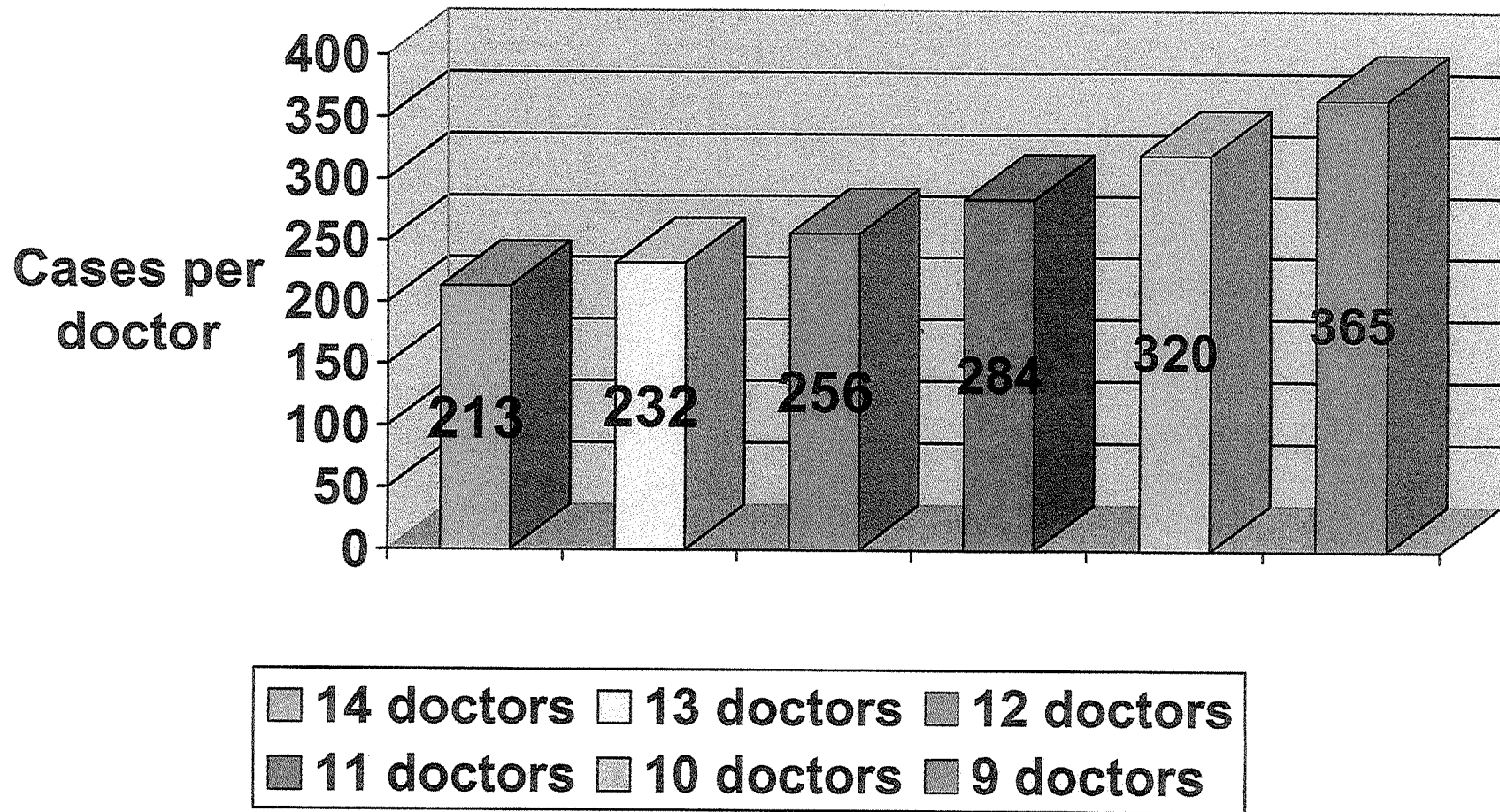
NAME STANDARDS

Phase I deficiency if caseload >250 per year per pathologist

Phase II deficiency if caseload >325 per year per pathologist

* Based on current standard of 250 cases per pathologist, although trends indicate that caseloads will be lower by 2035

PROJECTIONS FOR CASELOAD IN YEAR 2035



Assumptions:

- Estimated caseload of 2936 cases in year 2035
- 175 cases per year for Chief Medical Examiner
- 200 cases per year for Deputy Chief Medical Examiner
- Number of doctors includes the Chief and Deputy Chief

NAME STANDARDS*

Phase I deficiency if caseload >250 per year per pathologist

Phase II deficiency if caseload >325 per year per pathologist

*Trends indicate that caseload standards will be even lower by year 2035

TRAVIS COUNTY MEDICAL EXAMINER

NEW BUILDING CONSIDERATIONS

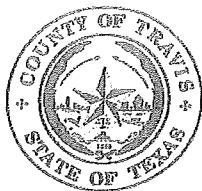
NAME STANDARDS ON BUILDING SIZE/SPACE

- 1.1 Does the office have sufficient space, equipment, and facilities to support the jurisdiction's volume of medicolegal death investigations?
- 1A.1 Is the body receiving area adequate in size and designed to accommodate the usual volume of incoming and outgoing bodies with safety and security?
- 1A.4 Is refrigerated storage space sufficient to accommodate the number of bodies and their handling during usual and peak loads?
- 1B.1 Can the autopsy room accommodate the usual and peak case load, including the typical number of autopsies and external examinations, the normal complement of autopsy and laboratory personnel, official participants and observers from cooperating agencies, and other authorized personnel?
- 1B.7 Are sufficient autopsy stations available for the usual case volume?
- 1C.1 Is sufficient office space available for medical examiners, investigators, and administrative and other office staff?
- 1D.1 Is there sufficient general storage space available for the needs of the office?
- 1D.2 Is there sufficient record storage space available for a minimum of five years of current reports and records?
- 1D.3 Is appropriate storage space available and secured for decedent personal effects, evidence recovered during investigations, tissues and evidence recovered from bodies, and specimens held for additional laboratory analysis?
- 1D.4 Is space available for examination of clothing, personal effects, and other items or evidence discovered on or about the body with a work area or provision that prevents cross contamination of specimens and provides for effective preservation of each item's integrity?
- 1G.1 Does the toxicology laboratory have suitable space, equipment, scientific instrumentation, reagents, and supplies to manage the caseload?

As of today, we are in compliance with these standards. However, if our caseload continues to grow as it has every year, our current space will no longer be compliant and we may risk our NAME accreditation status.

PART B – EXHIBIT 2

Evaluation of Alternative Medical Examiner's Office Plans



TRAVIS COUNTY
OFFICE OF THE MEDICAL EXAMINER

1213 Sabine Street
PO Box 1748
Austin, TX 78767
Tel: (512) 854-9599
Fax: (512) 854-9044

DAVID DOLINAK, MD
Diplomate of American Board of Pathology
CHIEF MEDICAL EXAMINER

BETH DEVERY, RN, JD
CHIEF ADMINISTRATIVE OFFICER

MEMORANDUM

DATE: January 27, 2009

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

THROUGH: Danny Hobby, Executive Manager, Emergency Services

FROM: David Dolinak, MD, Chief Medical Examiner *(signature)* 1/27/09

RE: Alternative Medical Examiner Office Plans

Early in 2008, the court asked the medical examiner office to look into various ways of dividing the office, to allow the build of a smaller "satellite" office that would presumably be cheaper than the construction of an entirely new "full size" office. These suggestions included 1) building a satellite office in which we would perform overflow autopsies, 2) doing solely toxicology at the present ME office while performing all of the autopsies at a satellite office, and 3) not building a new office, but instead continue to perform all autopsies at the current facility on a shift work schedule, including an evening/night shift.

All of these suggestions (and theoretically many more) are potentially doable, however they would all lead to a significantly less effective operation and compromise in the quality of work performed. We are not aware of any other accredited offices other than New York and Los Angeles that have satellite offices. There are no other Texas medical examiner offices that have such a structure. To split operations between sites would be inefficient, increase liability, and create a less than ideal working environment. Separating work areas, such as toxicology, will result in the same problems, including potential chain of custody problems. We are already having a difficult time finding board certified forensic pathologists. We are unaware of any offices that require pathologists to work evenings or nights and believe that requiring them to do so will effectively eliminate any possibility of finding qualified pathologists. There is simply too much demand for their services all over the country.

We are committed to creating and sustaining a top notch medical examiner's office. This will be difficult to achieve if we try to create an infrastructure that undermines efficiency and quality. We understand the financial constraints on the county and the concern for ensuring that funds dedicated to the new building are spent wisely and thoughtfully. The Commissioners Court has already invested significant time, energy and resources into our office. Those efforts are paying off. Our investigative section has been recognized by our NAME inspector and others for their excellent work; we have excellent pathologists on staff; and we have not been addressed negatively in the media (except on pre 2006 cases). We would like to further those investments that have already been made and believe that compromising on the building by splitting operations would undermine those efforts. A single all-inclusive facility is the best approach and demonstrates a commitment to ensuring a highly efficient and superior quality medical examiner's facility.



Last Updated: 5-8-09 at 2:35pm

TRAVIS COUNTY PURCHASING OFFICE

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

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

Approved by: _____

M. Brier 5.7.09

Voting Session: Tuesday, May 12, 2009

REQUESTED ACTION: APPROVE CONTRACT AWARD FOR FERGUSON LANE-TUSCANY WAY CONNECTOR ROAD AND DRAINAGE IMPROVEMENTS, IFB NO. B090179-JW, TO THE LOW BIDDER, ROSS CONSTRUCTION, INC. (TNR).

Points of Contact:

Purchasing: Jason G. Walker

Department: (TNR), Joe Gieselman, Executive Manager; Steve Manilla, P.E., Chiddi N'jie, P.E.

County Attorney (when applicable): Chris Gilmore

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro, Jose Palacios

Other:

RECEIVED
COUNTY JUDGE'S OFFICE
MAY - 7 PM 3:51

- **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 section of Ferguson Lane from 200' west of Wall St. to 100' east of Sprinkle Rd. is a two-lane rural road including roadside drainage ditches, and will be widened to a three-lane rural road. The section of Tuscan way from the intersection of Tuscan Way/Exchange Dr. to the intersection of Ferguson Lane/Sprinkle Rd. is mostly through undeveloped land, and will be constructed as a four-lane curb and gutter road, but may be striped as a tow-lane industrial road.

This project is funded with multiple funds. The following year Bond funds are to be used: 1984, 1997, 2005. Other funds to be used are 1999 CO funds, and 2001 General funds. The City of Austin, and CapMetro have also contributed funds for this project.

Subject IFB opened on March 18, 2009, with eleven (11) bids received in response to the solicitation. TNR has reviewed the bids and recommends, and Purchasing concurs with the award of a contract to the low bidder Ross Construction, Inc. for \$2,484,730.75.

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

☒ Not applicable

STATE OF TEXAS §

COUNTY OF TRAVIS §

This Agreement for Construction Services (the "Construction Contract" or "Contract") is made and entered into this day by and between Travis County, Texas, a political subdivision of the State of Texas (the "County") and Ross Construction, Inc (the "Contractor") and shall be binding upon their respective executors, administrators, heirs, successors, and assigns.

WHEREAS, the County desires to enter into a contract for the construction of FERGUSON LANE-TUSCANY WAY CONNECTOR ROAD & DRAINAGE IMPROVEMENTS PROJECT in Travis County, Texas, in accordance with the provisions of state statutes and conforming to the Contractor's Notice of Construction, Bid Proposal (including the Bidding Documents, Bid Form, and any Addenda or Amendments thereto), General Conditions, Supplementary Conditions, and the Specifications and Plans marked FERGUSON LANE-TUSCANY WAY CONNECTOR ROAD & DRAINAGE IMPROVEMENTS PROJECT (IFB NO. B090179-JW), all of which are incorporated herein;

WHEREAS, the Contractor has been engaged in and now does comparable work and represents that he/she is fully equipped, competent, and capable of performing the above- desired and outlined work, and is ready and willing to perform such work in accordance with all provisions of the abovementioned Specifications and Plans marked (IFB NO. B090179-JW)

NOW THEREFORE, in consideration of the County's promise to pay the amount below as totaled in the Bid Proposal hereto attached and made part of this Contract, the Contractor agrees to do at his own proper cost and expense all the work necessary for the construction of FERGUSON LANE-TUSCANY WAY CONNECTOR ROAD & DRAINAGE IMPROVEMENTS PROJECT in Travis County, Texas in accordance with the provisions of the aforementioned Contractor's Notice of Construction, the Bid Proposal as awarded by the Commissioners Court, and the Specifications and Plans marked (IFB NO. B090179-JW) to the satisfaction of the Executive Manager of the Transportation and Natural Resources Department of Travis County, Texas.

This contract document, the Contractor's Notice of Construction, the Bid Proposal (including the Bidding Documents, the Bid Form, and any Addenda or Amendments thereto), and the Specifications and Plans marked (IFB NO. B090179-JW) represent the entire and integrated contract between the County and the Contractor and supersedes all prior negotiations, representations, or agreements, either oral or written. This Contract may be amended only by written instrument signed by both the County and the Contractor.

The said Contractor further agrees to be available for work within fourteen (14) calendar days, and to complete the work within 240 working days: **130 Working Days for Tuscany Way and the intersection of Ferguson Lane, Sprinkle Road, and Tuscany Way Extension (all of Tuscany Way portion, all of Sprinkle Road portion, and Sta. 18+00 to Sta. 26+43 of Ferguson lane portion, inclusive), plus 110 Working Days for rest of Ferguson Lane (0+00 to Sta 18+00), for a total of 240 Working Days**, after receiving a written "Notice to Proceed".

Travis County, Texas, in consideration of the full and true performance of the said work by said Contractor, hereby agrees and binds itself to pay to said Contractor the total contract amount of \$2,484,730.75 consisting of \$993,892.30 for materials to be incorporated into the Project or completely consumed at the job site and services required by or integral to the performance of the contract and \$1,490,838.45 for all other charges, including the cost of other services, overhead, materials which do not become part of the finished project or are reusable, and machinery or equipment and its accessory, repair, or replacement parts, and in the manner provided for, within thirty (30) calendar days from the receipt of an acceptable invoice. This division of the contract amount is made for sales tax purposes only. The Contractor shall maintain internal records to verify the division. The Contractor shall make these records available upon the request of the Travis County Auditor.

This contract shall be construed according to the laws of the State of Texas. The performance for this Contract shall be in Travis County, and venue for any action will lie in Travis County, Texas. The Contractor warrants that the completed project shall be adequate for the purposes intended.

Notwithstanding anything to the contrary herein, if Contractor is delinquent in payment of taxes at the time of invoicing, Contractor hereby assigns any payments to be made for service rendered under this Contract to the Travis County Tax Assessor-Collector for the payment of said delinquent taxes.

NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESSED OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COMMISSIONERS COURT OF THE COUNTY.

The forfeiture provisions of the contract imposed pursuant to the Travis County Ethics Policy may be waived in whole or in part by the Travis County Commissioners Court.

EXECUTED THIS _____ DAY OF _____, YEAR _____.

TRAVIS COUNTY, TEXAS

Ross Construction, Inc.
CONTRACTOR NAME

BY: _____
TRAVIS COUNTY JUDGE

BY: Paul R. R.

APPROVED AS TO FORM:

APPROVED:

TRAVIS COUNTY ATTORNEY

COUNTY PURCHASING AGENT

CERTIFIED FUNDS ARE AVAILABLE

COUNTY AUDITOR, TRAVIS COUNTY

TRANSPORTATION AND NATURAL RESOURCES DEPARTMENT

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

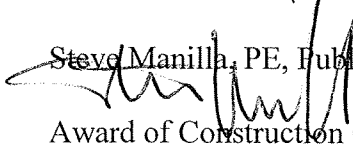




411 W. 13th St.
Eleventh Floor
P.O. Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4626

MEMORANDUM

April 28, 2009

TO: Marvin Brice, Assistant Purchasing Agent

FROM:  Steve Manilla, PE, Public Works Director  

SUBJECT: Award of Construction Contract
Ferguson Lane - Tuscany Way Extension Project
IFB No. B090179-JW
Contract No. 09K00179JW

Project Description

The Ferguson Lane - Tuscany Way Extension project is a joint Travis County, City of Austin (City), and CapMetro project funded with money from each entity.

It is located in the Northeast sector of Travis County in Precinct 1. The project limits are from 200' west of Wall Street to 100' east of Sprinkle Road on Ferguson Lane, and from Tuscany Way at Exchange Drive to Ferguson Lane at Sprinkle Road (see Project Location Sketch). Ferguson Lane is a two-lane rural road (with roadside drainage ditches) and its proposed to be widened to a three lane rural road. The Tuscany Way Extension portion is mainly along an undeveloped land and this section of the road will be constructed as a four lane curb and gutter road.

Requested Agenda Item

TNR hereby requests the Purchasing Department to place the following item on the Commissioners' Court Agenda for a May 12, 2009 hearing date.

Requested Motion: Consider and take appropriate action on the recommendation to award the construction contract for the Ferguson Lane - Tuscany Way Extensions Project to the low bidder, Ross Construction for the sum of \$2,484,730.75.

Summary and Recommendations

Upon tabulating and reviewing the bids received by the Purchasing Department for the Ferguson Lane - Tuscany Way Extension Project, TNR finds the low bid at \$2,484,730.75 to be complete. Subject to Purchasing Department's findings of responsiveness, and in accordance with Chapter 262 (c) of the Texas Local Government Code, TNR recommends that the low bidder, Ross Construction, be awarded the contract for the reconstruction of Ferguson Lane - Tuscany Way Extension.

Bid Review

A copy of both the bid summary table and the complete bid tabulation is attached to this memorandum as Exhibits "C" and "D", respectively.

Eleven bids were received with amounts ranging from a low of \$2,484,730.75 to a high of \$3,476,263.60. The low bid of \$2,484,730.75 is \$206,605.91 lower than the next low bid, and it is \$505,105.85 lower than the Engineer's \$3,071,836.60 opinion of probable construction cost. The current economic climate may have contributed significantly to the wide margin between the high and low bids received.

The total bid amount is for the entire project which includes a widening of Ferguson Lane from Wall Street to Sprinkle Road, the extension of Tuscany Way from Exchange Drive to Sprinkle Road, and all related waterline relocation work.

Budgetary and Fiscal Impact

This project is fully funded. It is funded with money from various sources (see the budgetary and tracking information attached in Exhibit "B" - TNR Financial Budget Summary). As can be seen in that document, the project is funded by Travis County, City of Austin, and Capital Metro.

The City is paying for all of the waterline relocation cost. The City, CapMetro, and the County are paying for the cost of the ROW and the plans development and construction of the extension of Tuscany Way from Exchange Drive to the intersection of Sprinkle Road and Ferguson Lane. The County is paying for the road widening and associated improvements on Ferguson Lane. CapMetro's contribution is already in escrow with PBO. The City's total contribution is \$1,787,502 of which \$785,070 was expended to acquire the ROW leaving \$1,002,432 for project development and construction. Per the terms of the interlocal, the City has issued a check to be placed into escrow with PBO for a third of the construction cost which, based on the bid amount, is \$828,243.56 of their remain pledge of \$1,002,432.

Of the total \$5,547,182 funding that was available to this project, a total of \$1,764,503.50 has been spent or encumbered, leaving \$3,782,678.50 for construction.

A copy of both the City's and CapMetro's interlocal agreement is attached as Exhibit "E" - Interlocal Agreement.

As is with most roadway construction, unknown or unforeseen field conditions may necessitate the execution of change orders. Therefore, in addition to the actual bid totals, the amount being requested includes a contingency amount and an amount for construction material testing through an independent material testing laboratory under a separate contract.

Construction Working Budget Summary	
Item	Amount
Low bid amount	\$2,484,730.75
Estimate for Material testing	\$40,000
Subtotal	\$2,524,730.75
Contingency amount	\$378,709.61
Total requested	\$2,903,440.36
Total available	\$3,782,678.50

At the completion of the project, any amount not consumed on the project will be available for use on other project(s), at the discretion of the Court. Any remaining balance belonging to the City will be returned to them.

The total amount received from the City at this time is \$828,243.56 (one third of the bid amount). The funds are encumbered under requisition # 298255. A copy of the budgetary and tracking information are also included as page 2 of Exhibit "B" - TNR Financial Budget Summary.

Project Background Summary

The Ferguson Lane - Tuscany Way Extension project is funded with money from the 1984, 1997, and 2005 Bond Funds, 1999 CO funds, 2001 General fund, City of Austin, and CapMetro. The project is located in the northeast sector of Travis County in Precinct 1. The project limits are from 200' west of Wall Street to 100' east of Sprinkle Road on Ferguson Lane, and from Tuscany Way at Exchange Drive to Ferguson Lane at Sprinkle Road (see Project Location Sketch). This section of Ferguson Lane is a two-lane rural road (with roadside drainage ditches) which is proposed to be widened to a three lane rural road. The Tuscany Way extension portion is mostly through an undeveloped land and this section of the road will be constructed as a four lane curb and gutter road, but may be striped as a two lane industrial road.

The road will be opened to traffic throughout the construction period except for some periods throughout the project when one lane at a time may be opened to traffic. Adequate traffic control and detour signs will be in place to guide motorists safely through the project. The project is planned to be executed in two phases; the 1st phase is the Tuscany Way portion, allowing time for the utility relocation on Ferguson Lane to be completed before starting any major work Ferguson Lane west of Sprinkle Road. Completion of both phases is expected to take about 170 working days, depending on the weather and unforeseen field conditions. Through direct mails and emails, neighborhood groups are being kept abreast of the bid process and have been notified that construction may start in May. In addition, about one week prior to the start of construction, a flashing sign board will be placed on the site notifying motorists of the construction start date.

The utility companies are currently underway with their utility relocations to make way for the road improvements. No significant impact is expected from them on the roadway construction duration due to the planned phasing of the expected roadway work.

Contract Award Timeline

We ask that this item be placed on the Court's agenda for a May 12, 2009 session. Please note that in accordance with the contract documents used in the solicitations for bids, these bids may expire 90 days after the bid opening date of March 18 2009, unless otherwise agreed to by both the County and the Contractor.

If approved by the Court, please ask the Construction Procurement Specialist to coordinate with TNR's Project Manager, Chiddi N'Jie, on a date to issue the Notice-to-Proceed to the contractor.

If you need additional information, you may call Chiddi at ext. 47585 or me at ext. 49429.

Attachments:

1. Exhibit "A" - Project Location Map
2. Exhibit "B"- TNR Financial Budget Summary
3. Exhibit "C" – Bid Summary
4. Exhibit "D" – Bid Tabulation
5. Exhibit "E" – Interlocal Agreement

Copy:

Jason Walker, Purchasing Construction Procurement Specialist
Cynthia McDonalds, Financial
Donna Williams-Jones, Financial
Brunilda Cruz, Financial
Steve Sun, PE, CIP Manager
Chiddi N'Jie, PE, CIP Project Manager

EXHIBIT “A”

- **Project Location Map**

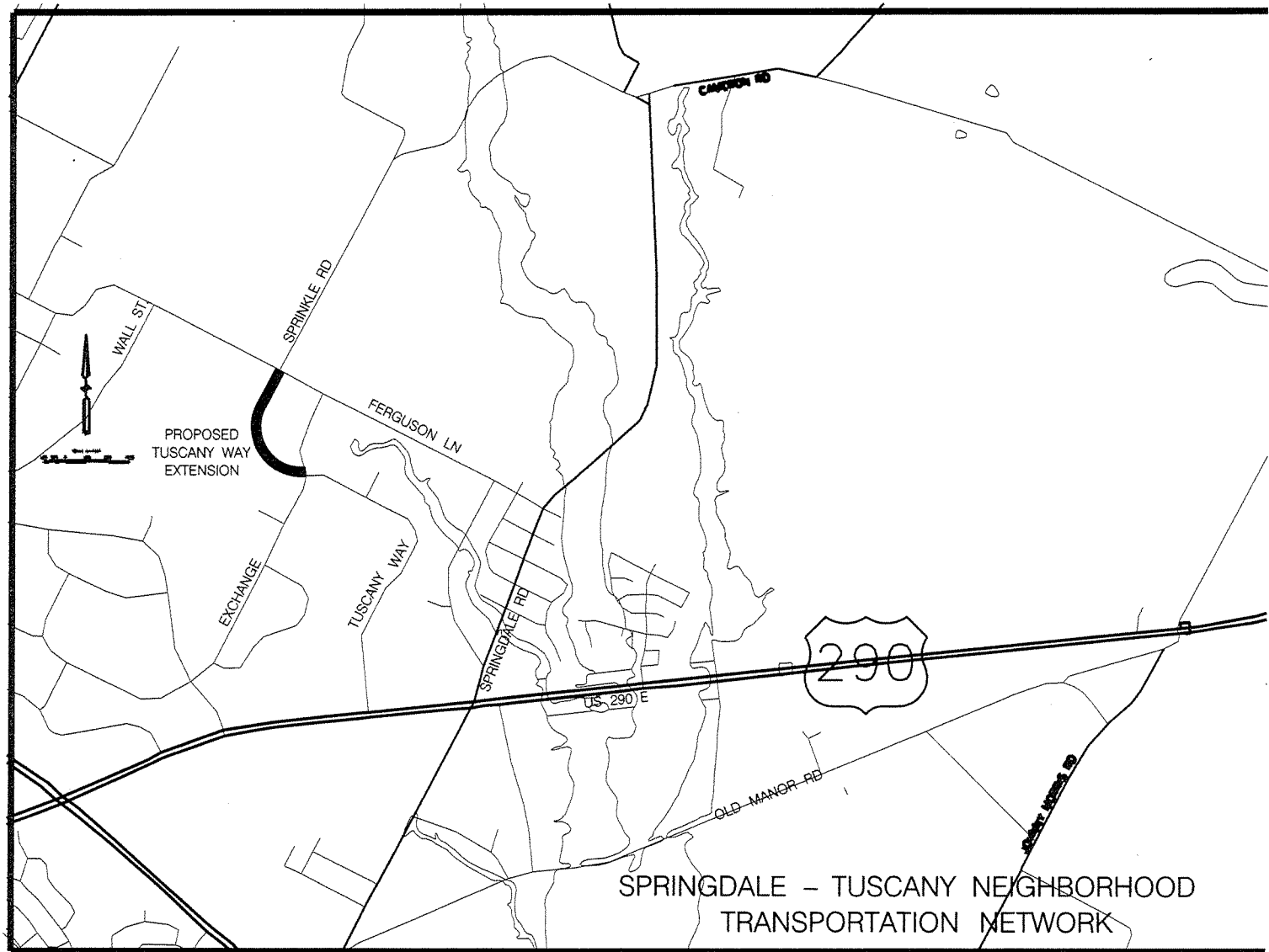


EXHIBIT “B”

- **TNR Financial Budget Summary**
 - **Budget Summary**
 - **Account Number Information**

TRAVIS COUNTY - TNR
1997 CIP BOND PROJECT FERGUSON LANE/TUSCANY WAY
BUDGET SUMMARY

Funding Source	Budget	Expenses/ Encumbrances	Remaining
BUDGET - 1997 CIP BONDS	\$ 1,555,000.00	\$ 408,203.00	\$ 1,146,797.00
BUDGET - FY 1999 COs	\$ 500,000.00	\$ 108,698.50	\$ 391,301.50
BUDGET - Capital Metro Interlocal	\$ 750,000.00	\$ 16,940.00	\$ 733,060.00
BUDGET - City of Austin Interlocal (includes budget for right-of-way to be acquired by the City)	\$ 1,787,502.00	\$ 785,070.00	\$ 1,002,432.00
Subtotal Ferguson/Tuscany North	\$ 4,592,502.00	\$ 1,318,911.50	\$ 3,273,590.50
BUDGET - 1984 BONDS	\$ 604,680.00	\$ 209,338.00	\$ 395,342.00
BUDGET - GENERAL FUND 001	\$ 350,000.00	\$ 236,254.00	\$ 113,746.00
Subtotal Ferguson/Tuscany South	\$ 954,680.00	\$ 445,592.00	\$ 509,088.00
OVERALL TOTALS	\$ 5,547,182.00	\$ 1,764,503.50	\$ 3,782,678.50

EXPENSES	
DESCRIPTION	AMOUNT
Engineering Services	\$ 416,162.22
City Permits	\$ 2,992.00
City of Austin Right-of-Way	\$ 785,070.00
City of Austin Regional Stormwater Mgmt Fee	\$ 104,963.00
Geo-Technical Report	\$ 4,703.00
Traffic Counts	\$ 600.00
Right of Way	\$ 33,626.00
Admin, (Issuance, Cty Atty, Payroll)	\$ 134,961.00
Total Expenses	\$ 1,483,077.22
Encumbrances	
Engineering Services	\$ 281,426.28
Total Encumbrances	\$ 281,426.28
OVERALL TOTAL	\$ 1,764,503.50

EXHIBIT B - Page 2 of 2

**TRAVIS COUNTY - TNR
1997 CIP BOND PROJECT FERGUSON LANE/TUSCANY WAY
ACCOUNT NUMBER INFORMATION**

Account Number	Amount Available
001-4931-828-8164	\$ 113,747.00
439-4941-762-8164	\$ 1,146,797.00
452-4941-759-8164	\$ 395,342.00
453-4941-755-8164	\$ 391,301.50
485-4941-621-8164	\$ 733,060.00
Total Couty	\$ 2,780,247.50
475-4993-750-6100	\$ 1,002,432.00
Total City Austin	\$ 1,002,432.00
Overall Total	\$ 3,782,679.50

S:\CAPITAL IMPROVEMENT PROJECTS (CIP)\CIP INVOICE SUMMARIES\road projects\Ferguson Tuscany Way\Ferguson_Tuscany Bgt
Jan09.xls\ACCOUNTS

EXHIBIT “C”

- **Bid Summary**

EXHIBIT “D”

- **Bid Tabulation**

BID TABULATION SUMMARY TABLE
FERGUSON LANE/TUSCANY WAY EXTENSION
IFB #: B090179-JW:

DESCRIPTION	Engineer's Estimate	BID AMOUNTS										
		Ross Constr	CC Carlton	Smith Constr.	Capital Excav	Jo'B Site	RGM	Cash Constr	Austex Devm't	Joe Bland Cons	Aaron Concrete	Nelson Lewis
Ferguson Lane	\$ 833,189.10	\$ 592,854.55	\$ 624,393.95	\$ 626,914.80	\$ 777,229.62	\$ 535,725.60	\$ 775,406.00	\$ 680,939.00	\$ 822,972.80	\$ 985,028.93	\$ 830,886.50	\$ 713,451.50
Tuscany Way Extension	\$ 2,135,031.50	\$ 1,814,881.20	\$1,981,881.71	\$2,030,472.40	\$2,025,684.18	\$2,265,130.81	\$2,103,058.68	\$2,215,250.50	\$2,271,157.40	\$2,098,519.75	\$2,261,324.20	\$2,683,138.26
Waterline Modifications	\$ 103,616.00	\$ 76,995.00	\$ 85,061.00	\$ 89,105.00	\$ 94,405.69	\$ 90,957.07	\$ 105,076.00	\$ 122,950.00	\$ 50,590.00	\$ 103,664.50	\$ 103,811.00	\$ 77,430.50
Total Bid Amount	\$ 3,071,836.60	\$ 2,484,730.75	\$2,691,336.66	\$2,746,492.20	\$2,897,319.49	\$2,891,813.48	\$2,983,540.68	\$3,019,139.50	\$3,144,720.20	\$3,187,213.18	\$3,196,021.70	\$3,474,020.26

↑

Low Bidder

ADDITIVE ALTERNATE A TUSCANY WAY CONNECTOR																													
				Engineer's		Ross		CC Carlton		Smith Construction Co.		Capital Excavation		Jo'B Site		RGM		Cash Construction		Austex Development		Joe Bland Construct		Aaron Concrete		Nelson Lewis			
Bid Item	Spec. Item No.	Bid Quan.	Unit	Description with Unit Price in Words		Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount		
A-1	101S-B	20	STA	Preparing Right-of-Way.		\$ 1,400.00	\$ 28,000.00	\$ 750.00	\$ 15,000.00	\$ 1,400.00	\$ 28,000.00	\$ 300.00	\$ 6,000.00	\$ 2,025.00	\$ 40,500.00	\$ 1,820.85	\$ 36,417.00	\$ 3,109.00	\$ 62,000.00	\$ 1,200.00	\$ 24,000.00	\$ 1,500.00	\$ 30,000.00	\$ 1,700.00	\$ 34,000.00	\$ 2,500.00	\$ 50,000.00	\$ 3,133.00	\$ 62,660.00
1	101S-B	9	STA	Preparing Right-of-Way		\$ 1,400.00	\$ 12,600.00	\$ 500.00	\$ 4,500.00	\$ 560.00	\$ 5,040.00	\$ 300.00	\$ 2,700.00	\$ 935.00	\$ 8,415.00	\$ 210.07	\$ 1,890.63	\$ 1,300.00	\$ 11,700.00	\$ 1,600.00	\$ 14,400.00	\$ 1,500.00	\$ 13,500.00	\$ 1,000.00	\$ 9,000.00	\$ 1,100.00	\$ 9,900.00	\$ 350.00	\$ 3,150.00
	A-2	104S-B	430	SF	Remove P.C. Concrete Slabs.		\$ 3.00	\$ 1,290.00	\$ 3.00	\$ 1,290.00	\$ 2.65	\$ 1,139.50	\$ 2.00	\$ 860.00	\$ 3.15	\$ 1,354.50	\$ 0.43	\$ 184.90	\$ 10.00	\$ 4,300.00	\$ 1.00	\$ 430.00	\$ 5.00	\$ 2,150.00	\$ 3.00	\$ 1,290.00	\$ 4.00	\$ 1,720.00	\$ 45.00	$ 19,350.00
A-3	110S-B	90	CY	Street Excavation, Plan Quantities Pavement.		\$ 20.75	\$ 1,867.50	\$ 10.00	\$ 900.00	\$ 10.60	\$ 954.00	\$ 5.00	\$ 450.00	\$ 21.25	\$ 1,912.50	\$ 8.72	\$ 784.80	\$ 30.00	\$ 2,700.00	\$ 6.50	\$ 585.00	\$ 25.00	\$ 2,250.00	\$ 10.00	\$ 900.00	\$ 10.00	\$ 900.00	\$ 74.00	\$ 6,660.00
A-4	111S-A	4774	CY	Excavation.		\$ 10.00	\$ 47,740.00	\$ 4.00	\$ 19,096.00	\$ 10.50	\$ 50,127.00	\$ 5.00	\$ 23,870.00	\$ 5.40	\$ 25,779.60	\$ 4.92	\$ 23,488.08	\$ 5.00	\$ 23,870.00	\$ 4.00	\$ 19,096.00	\$ 10.00	\$ 47,740.00	\$ 4.20	\$ 20,050.80	\$ 10.00	\$ 47,740.00	\$ 25.00	\$ 119,350.00
A-5	120S-B	1,735	CY	Channel Excavation, Plan Quantities.		\$ 10.00	\$ 17,350.00	\$ 4.00	\$ 6,940.00	\$ 7.00	\$ 12,145.00	\$ 5.00	\$ 8,675.00	\$ 9.50	\$ 16,482.50	\$ 10.68	\$ 18,529.80	\$ 7.00	\$ 12,145.00	\$ 3.00	\$ 5,205.00	\$ 10.00	\$ 17,350.00	\$ 10.50	\$ 18,217.50	\$ 20.00	\$ 34,700.00	\$ 26.00	\$ 45,110.00
4	120S-B	312	CY	Channel Excavation.		\$ 10.00	\$ 3,120.00	\$ 5.00	\$ 1,560.00	\$ 7.00	\$ 2,184.00	\$ 5.00	\$ 1,560.00	\$ 24.60	\$ 7,675.20	\$ 5.49	\$ 1,712.88	\$ 10.00	\$ 3,120.00	\$ 7.00	\$ 2,184.00	\$ 20.00	\$ 6,240.00	\$ 11.00	\$ 3,432.00	\$ 20.00	\$ 6,240.00	\$ 23.00	\$ 7,176.00
	A-6	132S-A	4438	CY	Embankment.		\$ 9.00	\$ 39,942.00	\$ 2.50	\$ 11,095.00	\$ 5.30	\$ 23,521.40	\$ 6.00	\$ 26,628.00	\$ 12.60	\$ 55,918.80	\$ 2.43	\$ 10,784.34	\$ 6.00	\$ 26,628.00	\$ 2.50	\$ 11,095.00	\$ 12.00	\$ 53,256.00	\$ 5.70	\$ 25,296.60	\$ 10.00	\$ 44,380.00	\$ 5.00	$ 22,190.00
5	132S-A	1920	CY	Embankment.		\$ 18.00	\$ 34,560.00	\$ 3.00	\$ 5,760.00	\$ 7.00	\$ 13,440.00	\$ 6.00	\$ 11,520.00	\$ 9.30	\$ 17,856.00	\$ 1.68	\$ 3,225.60	\$ 10.00	\$ 19,200.00	\$ 4.00	\$ 7,680.00	\$ 5.00	\$ 9,600.00	\$ 10.00	\$ 19,200.00	\$ 16.00	\$ 30,720.00	\$ 16.00	\$ 30,720.00
	A-8	203S-A	13,510	SY	Lane Treatment Sub-grade (8 inch thick).		\$ 4.00	\$ 54,040.00	\$ 7.60	\$ 102,676.00	\$ 5.00	\$ 67,550.00	\$ 5.30	\$ 74,305.00	\$ 7.84	\$ 105,918.40	\$ 6.00	\$ 81,060.00	\$ 5.00	\$ 67,550.00	\$ 7.00	\$ 94,570.00	\$ 5.60	\$ 75,656.00	\$ 6.15	\$ 83,086.50	\$ 4.00	\$ 54,040.00	
A-9	340S-B	12820	SY	HIMAC 4 Inch, Type C.		\$ 10.50	\$ 134,610.00	\$ 13.00	\$ 166,660.00	\$ 13.20	\$ 169,224.60	\$ 14.00	\$ 179,480.00	\$ 13.00	\$ 166,660.00	\$ 12.81	\$ 164,224.20	\$ 14.00	\$ 179,480.00	\$ 15.00	\$ 192,300.00	\$ 17.25	\$ 221,145.00	\$ 12.44	\$ 159,480.80	\$ 43.00	\$ 551,260.00	\$ 16.00	\$ 205,120.00
A-10	340S-B	13,510	SY	HIMAC Type A, 18 inch.		\$ 50.00	\$ 675,500.00	\$ 43.00	\$ 580,930.00	\$ 45.60	\$ 616,056.00	\$ 48.00	\$ 648,480.00	\$ 44.90	\$ 606,599.00	\$ 44.23	\$ 597,547.30	\$ 47.00	\$ 634,970.00	\$ 60.50	\$ 817,355.00	\$ 60.00	\$ 810,600.00	\$ 43.75	\$ 591,062.50	\$ 13.00	\$ 175,630.00	\$ 54.00	\$ 729,540.00
6	340S-B	1400	SY	HIMAC full depth pavement repair, 12 inch, Type A.		\$ 51.00	\$ 71,400.00	\$ 44.00	\$ 61,600.00	\$ 41.30	\$ 57,820.00	\$ 43.00	\$ 60,200.00	\$ 47.60	\$ 66,640.00	\$ 45.94	\$ 64,316.00	\$ 60.00	\$ 84,000.00	\$ 60.00	\$ 84,000.00	\$ 50.00	\$ 70,000.00	\$ 42.99	\$ 60,186.00	\$ 40.00	\$ 56,000.00	\$ 52.00	\$ 72,800.00
	7	340S-B	4800	SY	HIMAC pavement,3 inch, Type C.		\$ 15.00	\$ 72,000.00	\$ 9.20	\$ 44,160.00	\$ 9.80	\$ 47,040.00	\$ 10.50	\$ 50,400.00	\$ 9.65	\$ 46,320.00	\$ 9.48	\$ 45,504.00	\$ 10.00	\$ 48,000.00	\$ 11.00	\$ 52,800.00	\$ 12.00	\$ 57,600.00	\$ 9.20	\$ 44,160.00	\$ 10.00	\$ 48,000.00	\$ 10.00	$ 48,000.00
8	340S-B	800	SY	HIMAC pavement 12 inch, Type A.		\$ 51.00	\$ 40,800.00	\$ 30.00	\$ 24,000.00	\$ 31.30	\$ 25,040.00	\$ 34.00	\$ 27,200.00	\$ 30.85	\$ 24,680.00	\$ 32.10	\$ 25,680.00	\$ 32.00	\$ 25,600.00	\$ 44.00	\$ 35,200.00	\$ 45.00	\$ 36,000.00	\$ 35.00	\$ 28,000.00	\$ 30.00	\$ 24,000.00	\$ 35.00	\$ 28,000.00
	9	340S-B	300	SY	HIMAC pavement, 6 inch, Type A.		\$ 25.50	\$ 7,650.00	\$ 20.30	\$ 6,150.00	\$ 21.50	\$ 6,450.00	\$ 25.00	\$ 7,500.00	\$ 21.15	\$ 6,345.00	\$ 22.61	\$ 6,783.00	\$ 32.00	\$ 9,600.00	\$ 22.00	\$ 6,600.00	\$ 30.00	\$ 9,000.00	\$ 20.25	\$ 6,075.00	\$ 21.00	\$ 6,300.00	\$ 25.00	$ 7,500.00
A-11	430S-A	4580	LF	P.C. Concrete Curb and Gutter.		\$ 15.00	\$ 68,700.00	\$ 8.00	\$ 36,640.00	\$ 10.75	\$ 49,235.00	\$ 10.00	\$ 45,800.00	\$ 8.65	\$ 39,617.00	\$ 9.06	\$ 41,494.80	\$ 7.00	\$ 32,060.00	\$ 8.00	\$ 36,640.00	\$ 8.00	\$ 36,640.00	\$ 11.46	\$ 52,486.80	\$ 7.50	\$ 34,350.00	\$ 13.00	\$ 59,540.00
A-12	433S-B	1800	SF	P.C. Driveways Concrete.		\$ 5.50	\$ 9,900.00	\$ 4.00	\$ 7,200.00	\$ 4.50	\$ 8,100.00	\$ 5.00	\$ 9,000.00	\$ 7.00	\$ 12,600.00	\$ 5.23	\$ 9,414.00	\$ 9.00	\$ 16,200.00	\$ 5.00	\$ 9,000.00	\$ 5.00	\$ 9,000.00	\$ 6.09	\$ 10,962.00	\$ 6.50	\$ 11,700.00	\$ 5.00	\$ 9,000.00
A-13	462-1*	293	LF	Concrete Box Culvert 8'x5'.		\$ 450.00	\$ 131,850.00	\$ 250.00	\$ 73,250.00	\$ 332.00	\$ 97,276.00	\$ 520.00	\$ 152,360.00	\$ 365.00	\$ 106,945.00	\$ 341.92	\$ 100,182.56	\$ 260.00	\$ 76,180.00	\$ 320.00	\$ 93,760.00	\$ 350.00	\$ 102,550.00	\$ 370.00	\$ 108,410.00	\$ 303.00	\$ 88,779.00	\$ 343.00	\$ 100,499.00
A-14	462-2*	87	LF	Concrete Box Culvert 7'x3'.		\$ 300.00	\$ 26,100.00	\$ 193.00	\$ 16,791.00	\$ 235.00	\$ 20,445.00	\$ 400.00	\$ 34,800.00	\$ 265.00	\$ 23,055.00	\$ 224.65	\$ 19,544.55	\$ 240.00	\$ 20,880.00	\$ 240.00	\$ 20,880.00	\$ 300.00	\$ 26,100.00	\$ 350.00	\$ 30,450.00	\$ 243.00	\$ 21,141.00	\$ 210.00	\$ 18,270.00
14	462*	52	LF	Concrete Box Culverts 5'x4'.		\$ 325.00	\$ 16,900.00	\$ 144.00	\$ 7,488.00	\$ 230.00	\$ 11,960.00	\$ 312.00	\$ 16,224.00	\$ 235.00	\$ 13,260.00	\$ 177.63	\$ 9,236.76	\$ 235.00	\$ 12,220.00	\$ 240.00	\$ 12,480.00	\$ 230.00	\$ 11,960.00	\$ 320.00	\$ 16,640.00	\$ 250.00	\$ 13,000.00	\$ 176.00	\$ 9,152.00
	A-15	464*	786	LF	RCP Pipe, 18 Inch.		\$ 50.00	\$ 39,300.00	\$ 28.00	\$ 22,008.00	\$ 29.00	\$ 22,794.00	\$ 30.00	\$ 23,580.00	\$ 26.75	\$ 21,025.50	\$ 30.31	\$ 23,823.66	\$ 38.00	\$ 29,868.00	\$ 33.00	\$ 25,938.00	\$ 40.00	\$ 31,440.00	\$ 38.00	\$ 29,868.00	\$ 32.00	\$ 25,152.00	\$ 28.00	$ 22,008.00
17	464*	337	LF	Reinforced Concrete Pipe, CL III, Dia 30".		\$ 75.00	\$ 25,275.00	\$ 42.00	\$ 14,154.00	\$ 46.00	\$ 15,502.00	\$ 55.00	\$ 18,533.00	\$ 49.00	\$ 16,513.00	\$ 45.73	\$ 15,411.01	\$ 50.00	\$ 16,850.00	\$ 55.00	\$ 18,535.00	\$ 75.00	\$ 25,275.00	\$ 55.00	\$ 18,535.00				

Last Updated 5-8-09 at 2:35pm

EXHIBIT “E”

- **Approved Interlocal Agreement**

Travis County Commissioners Court Agenda Request

Voting Session October 23, 2007

Work Session

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

B. Requested Text:

Consider and take appropriate action on a request to approve the Tuscany Way Extension Interlocal Cooperation Agreement with the City of Austin for the completion of the Tuscany Way Roadway Improvement Project, in Precinct 1

C. Approved by: Commissioner Ron Davis, Precinct 1

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

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

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (473-9106)

☐ Additional funding for any department or for any purpose

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

☐ Grant

Human Resources Department (473-9165):

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

Purchasing Office (473-9700)

☐ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (473-9415)

☒ Contract, Agreement, Policy & Procedure

FILED
OCT 25 PM 12:11
CLERK
TRAVIS COUNTY, TEXAS

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



TRANSPORTATION AND NATURAL RESOURCES DEPARTMENT

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

October 11, 2007

MEMORANDUM

TO: Travis County Commissioners' Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM: Steve Manilla, PE, Public Works Director

SUBJECT: Tuscany Way Extension Project
City of Austin Interlocal Cooperation Agreement

Proposed Motion

Consider and take appropriate action on a request to approve the Tuscany Way Extension Interlocal Cooperation Agreement with the City of Austin for the completion of the Tuscany Way Roadway Improvement Project, in Precinct 1

Summary and Staff Recommendations:

This Interlocal will amend and supersede in its entirety the interlocal agreement entered into between the City and County for this project, dated March 4, 2002. This project will extend Tuscany Way from Ferguson Lane at Sprinkle Road to Exchange Drive, making a continuous connection from Ferguson Road to US 290 E. This connection will provide an alternative route for traffic wanting to go north and south across US 290 E without having to go through the Walnut Place neighborhood on Springdale Road. The Agreement has been revised to increase the City's cost share to account for escalated construction costs and to include City funds for the costs of waterline relocation work and for acquiring the right-of-way for Tuscany Way, which is located within the City's full purpose jurisdiction.

Staff recommends approval of the Tuscany Way Extension Interlocal Cooperation Agreement.

Budgetary and Fiscal Impact

The Agreement provides that the City will increase the amount it has allotted to the project from \$781,020 to \$1,787,502. The increase is needed to account for the escalation in construction costs that has occurred since 2004, the cost of waterline relocation work, and the estimated cost of acquiring right-of-way. CapMetro has allocated \$750,000 to the project and the County has allocated \$1,555,000 in 1997 Bond funds and \$500,000 in 1999

FILED
OCT 12 PM 12:11
CLERK

CO's. If needed, Commissioner Davis has approved the use of remnant 1984 bond funds and earned interest which the Court approved for Precinct 1 projects exclusively.

Issues and Opportunities

In response to complaints and concerns about cut through traffic, speeding vehicles and truck traffic raised by the residents of the Walnut Place neighborhood, Travis County along with the City of Austin entered into a March 2002 agreement to fund the design and construction of a connection from Ferguson Lane at Sprinkle Road to Tuscany Way at Exchange Drive. The Right-of-Way (ROW) required to make the connection to Ferguson was expected to be donated by a property owner and based upon this understanding TNR advertised the construction contract for bids in 2004. Acceptable bids were received but the ROW was not donated. Travis County has attempted to resolve the right-of-way donation impasse and ultimately concluded that it would need to be acquired through the use of eminent domain. During that time Travis County continued efforts to reduce cut-through traffic. These efforts included replacing a bridge on Sprinkle Road to accommodate rerouted truck traffic; designating Ferguson Lane east of Sprinkle Road and Springdale Road from Cameron Road to US 290 E as a "No Through Truck" route; installing various traffic calming measures on Springdale and Samson Roads; successfully sponsoring a CAMPO plan amendment to remove Springdale Road, north of US 290, from the CAMPO arterial plan; and, furthering plans to get Arterial A completed..

The project design is completed and construction can begin as soon as the right-of-way has been acquired or a right-of-entry onto the project obtained. City right-of-way staff will be responsible for acquiring the needed parcels

Required Authorizations:

Assistant County Attorney Christopher Gilmore

Attachment:

Tuscany Way Extension Interlocal Cooperation Agreement

Exhibits:

A. Vicinity Map

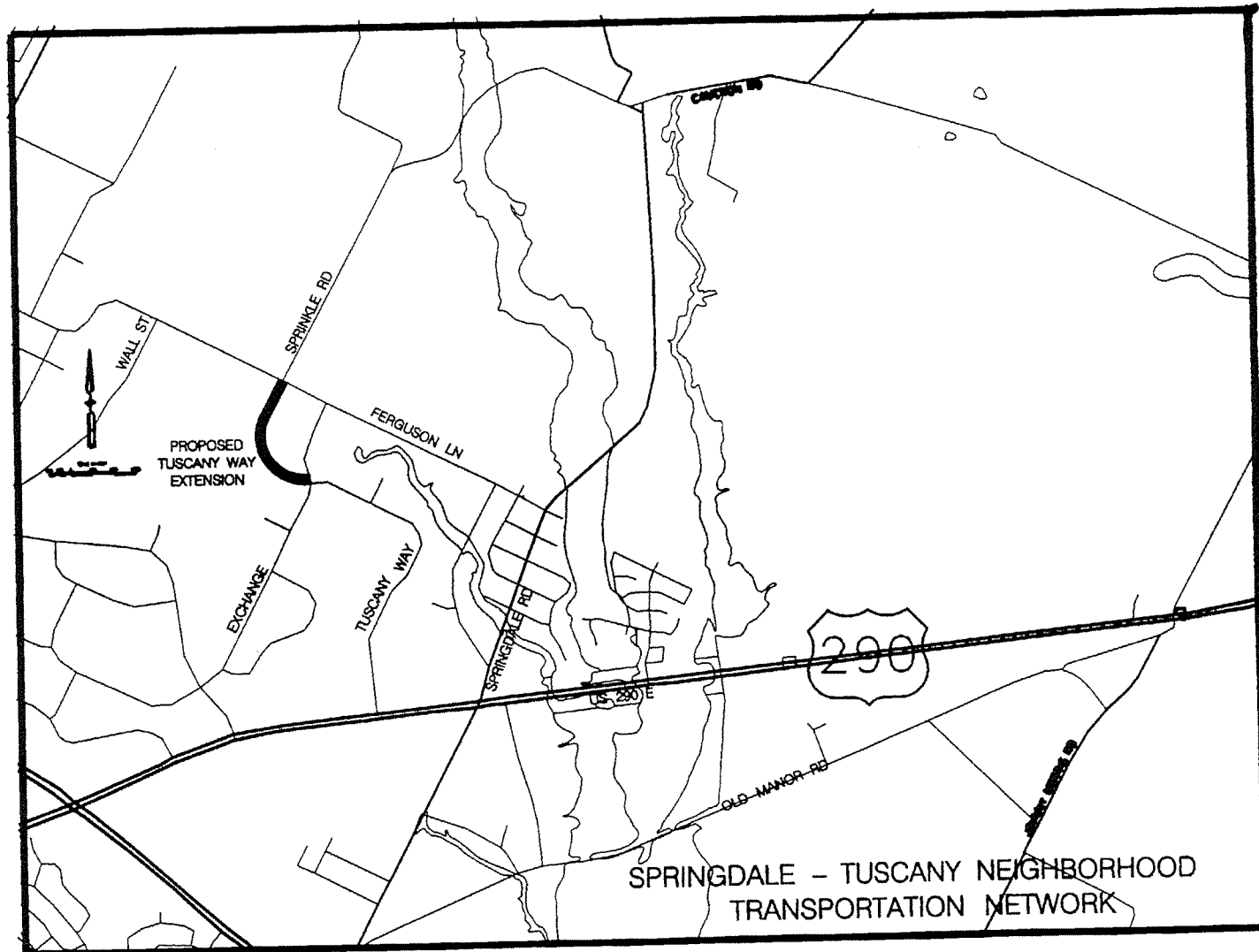


EXHIBIT A

TUSCANY WAY EXTENSION
INTERLOCAL COOPERATION AGREEMENT
CITY OF AUSTIN AND TRAVIS COUNTY

This Interlocal Cooperation Agreement is made and entered into by and between the City of Austin, Texas (the "City") and Travis County, Texas (the "County"), hereinafter collectively referred to as the "Parties", upon the premises and for the consideration stated herein.

WHEREAS, the Parties intend to participate in the development, utility relocation (including the relocation of the City's 16" water line), construction and costs of the extension of a section Tuscany Way as a two lane, 60 foot wide, undivided urban arterial located within the City (the "Project"); and

WHEREAS, the Project is generally described and depicted in attached Exhibit "A", and

WHEREAS, the County has prepared the plans and specifications for the Project, which plans and specifications have been approved by the City as Site Plan No. SP-06-07-12D; and

WHEREAS, this Agreement amends and supercedes in its entirety the interlocal agreement entered into by and between the Parties dated March 4, 2002 ("the 2002 Agreement"); and

WHEREAS, the Parties intend to conform to this Agreement in all respects with the Interlocal Cooperation Act, Texas Government Code Section 791.001, et seq.;

NOW, THEREFORE, the Parties agree as follows:

1. Project Management.

- (a) The County will provide the project management services for the development and construction of the Project, as set forth herein.
- (b) The Director of Public Works of the Travis County Transportation and Natural Resources Department (the "County Director") will act on behalf of the County with respect to the Project, coordinate with the City, receive and transmit information and instructions, and will have complete authority to interpret and define the County's policies and decisions with respect to the Project. The County Director will designate a County Project Manager and may designate other representatives to transmit instructions and act on behalf of the County with respect to the Project.
- (c) The City's Public Works Director (the "City's Director") will act on behalf of the City with respect to the Project, coordinate with the County, receive and transmit information and instructions, and will have complete

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authority to interpret and define the City's policies and decisions with respect to the Project. The City's Director will designate a City Project Manager and may designate other representatives to transmit instructions and act on behalf of the City with respect to the Project.

- (d) If a disagreement between City and County arises regarding engineering design, design and construction standards, plans and specifications, inspection and testing, deficiencies and remedial action, change orders, or any other requirement or provision of this Agreement, and the disagreement is not resolved by the City Project Manager and the County Project Manager, it shall be referred as soon as possible to the City's Director and the County's Director for resolution. If the Directors do not resolve the issue, it shall be referred as soon as possible to the Assistant City Manager responsible for public works and the Executive Manager of the Travis County Transportation and Natural Resources Department for resolution.

2. Project Development.

- (a) The County will be responsible for the management of the development of the design and construction of the Project, including (i) the development of the engineering design, plans and specifications for the roadway improvements and sidewalks, (ii) the surveying, (iii) the construction, (iv) the inspection and testing and any required permitting and environmental assessments and clearances associated with the Project, and (v) acceptance of the completed work.
- (b) The plans and specifications for the Project shall be in accordance with the design and construction standards applicable under Title 30, Austin City Code (Austin/Travis County Subdivision Regulations), as amended by Ordinance No. 020214-43 and the incorporated Regulatory Plan dated effective February 25, 2002, unless otherwise agreed by the Parties. In addition, the County will ensure that the plans and specifications will comply with the applicable Texas Accessibility Standards.
- (c) The County will ensure that the design engineer provides professional liability, automobile liability, and general liability insurance in accordance with the standard requirements of the County for such projects, during the term of the design and construction and the County will have the City and the County named as an additional insureds with respect to such general liability and automobile liability coverage.
- (d) The County and, to the extent set forth herein, the City will be responsible for the review and approval of the engineering design, plans and specifications and for construction inspection and testing for the Project.

In addition, the County and, to the extent set forth herein, the City will be responsible for the review and approval of any modifications to the engineering design, plans, and specifications for the Project, during the development and construction of the Project.

- (e) A City permit and associated fees shall be required only for any part of the Project within the City's full purpose corporate limits. The application review process and fees for any such permit shall be the same as the process and fee requirements that the City applies to its own road projects. The City shall coordinate the City's review of any permit application and issuance of the permit concurrently with the City's review and approval of engineering design and plans and specifications for the Project.
- (f) The Parties will participate in joint review meetings with representatives from all affected City and County Departments in order to avoid and resolve conflicts in review comments. The City will provide a designated review team to expedite the review process.
- (g) The City will be responsible for the acquisition of the right-of-way and easements for the Project and the County will cooperate in the acquisition of the real property interests required for the Project. The City will expeditiously obtain appraisals, negotiate with landowners, and file and prosecute any necessary condemnation action. The City will inform the County of the progress of negotiations for the acquisition of the right-of-way, including any hearing dates for any necessary condemnation proceedings. The County will provide the City with all of its information relating to the right-of-way and easements required for the Project and will ensure that its engineering consultant is available to participate in any condemnation proceeding requiring testimony or support regarding the Project design.
- (h) The County Director shall require the contractor to immediately take any appropriate remedial action to correct any deficiencies identified by the City.

3. Project Bidding & Award of Construction Contract.

The County will be responsible for the solicitation of bids for the construction of the Project based on the approved plans and specifications and in accordance with applicable state and local bidding laws, practices, and procedures, including the County's minority and women-owned businesses policy. The County will notify the City of the lowest responsible bidder and the amount of the bid for the Project and, the City shall respond within seven (7) working days. Upon written agreement of the City, the County will approve a firm unit-price contract for the construction of the Project with the successful bidder.

4. Additional Management Duties of the County. The County hereby covenants and agrees to provide to the City:
 - (a) four (4) sets of the plans and specifications for the construction of the Project;
 - (b) written notice of the schedule for the advertisement for bids, award of contract, and construction of the Project;
 - (c) written notice of the bid tabs for the Project;
 - (d) written copy of all contracts affecting the Project, including accompanying information regarding compliance with the County's minority and women-owned businesses policy;
 - (e) a monthly itemized statement of all disbursements made and debts incurred during the preceding month relating to the Project, including copies of invoices, statements, vouchers, or any other evidence of payment of debt, including accompanying information regarding compliance with the County's minority and women-owned businesses policy;
 - (f) executed change orders, jointly approved by the City and the County, related to the Project;
 - (g) sufficient notice, documentation and opportunity for the City to review and jointly approve the construction contractor's application for final payment with accompanying information regarding compliance with the County's minority and women-owned businesses policy;
 - (h) a copy of any change order request related to the Project within two (2) working days of its receipt by the County, by delivery to the City's Project Manager for review and approval; and
 - (i) upon satisfactory completion of construction and any applicable warranty or construction performance period, the County will furnish to the City a copy of the record drawings for the City's records.
5. Management Duties of the City. The City hereby covenants and agrees to:
 - (a) expeditiously review any applicable permit applications and work in good faith to resolve any outstanding issues with the understanding that any fiscal security, including but not limited to the Regional Stormwater Management Program fee, currently posted by the County for the Project will transfer to the Project;

- (b) review any change order proposal for the Project and return the change order request to the County within five (5) working days of its receipt by the City's Project Manager, with a written recommendation for its disposition; respond to requests for information within three (3) working days and requests for approval of shop drawings within ten (10) working days;
 - (c) at the option of the City, perform any additional independent inspection and testing on the Project in coordination with the County's inspectors and as agreed to by the County and City Project Managers and in a timely manner; and in connection therewith, the City will designate inspectors to make any such inspections, including the joint final inspection of the completed Project with the County; provided, the City's inspectors shall communicate any issues to the County's inspectors only, and County inspectors will in turn communicate those issues to the construction contractor;
 - (d) coordinate with the City and County Project Managers, the County's inspectors, and the construction contractor, as reasonable and necessary, in making inspection(s);
 - (e) immediately report any deficiencies observed in the construction of the Project in writing to the County's Project Manager;
 - (f) review and jointly approve the construction contractor's application for final payment;
 - (g) attend meetings at the request of the County's Project Manager; and
 - (h) upon satisfactory completion of construction and any applicable warranty or construction performance period, the City will accept the portion of the Project, which is located within the City.
6. Bond and Guarantee. All construction contracts affecting the Project shall include a payment and performance bond acceptable to and in favor of and benefiting the County and the City, for the full amount of the contract and a warranty by the contractor executed in favor of and benefiting the County and the City, for a period of one year from the date of acceptance of the Project. The City shall be included as a third party beneficiary on the payment and performance bonds.
7. Liability. To the extent allowed by Texas law, the County and the City agree that each entity is responsible for its own proportionate share of any liability for its negligent acts or omissions. In addition, the construction contractor shall be required to provide workers compensation insurance, auto liability and general liability insurance in the standard amounts required by the County. The County and the City will be included as an additional insureds on the above-referenced

insurance policies and a waiver of subrogation will be provided on the auto liability, general liability and worker's compensation coverages.

8. Financial Obligations.

- (a) For the purposes of this Agreement, the County will pay up to the not-to-be exceeded amount of \$1,250,000.00 as its share of the cost of the development and construction of the Project, which includes funding received by the County under a separate Interlocal Agreement. For the purposes of this Agreement, the City will pay up to the not-to-be exceeded amount of \$1,787,502.00, including the cost of right-of-way acquisition as its share of the cost of the development and construction of the Project, including the cost of construction surveying, inspection, testing, and the cost of any change orders made necessary by field changes to address unanticipated conditions under the terms and conditions in this Agreement. The City shall pay its portion of the development and construction costs through an escrow account with Travis County at an amount equal to the cost of one third of the construction bid within 30 calendar days of notification to the City by the County of the successful bidder and the bid amount, unless otherwise agreed to by the City and the County in writing. In the event that the total cost of the Project will exceed \$3,037,502.00, the Parties may engage in value engineering in an attempt to control costs. In the event that Project costs continue to exceed available funding, the City may elect to secure the additional funding or the Parties may elect to terminate this Agreement.
- (b) The County shall obtain the written approval of the City for all change order requests for the Project prior to the County issuing the approved change order to the contractor, such approval not to be unreasonably withheld or delayed. The City's Project Manager shall meet with the County's Project Manager to review the contractor's progress reports and invoices for the Project before approval by the County.
- (c) The City agrees to pay all liquidated damages, delay damages, demobilization costs, re-mobilization costs, and any other associated costs of the construction contract for the Project by reason of the City's non-payment of any change order within ninety (90) days of the date of submittal by the County.
- (d) The County shall promptly notify the City of any such claim for damages and the County and the City shall negotiate for the resolution of the claim. In the event that a decision is made to litigate such a claim, the City shall be solely responsible for any or all costs recited above, and the costs of litigation, including, but not limited to, attorney's fees, court costs, depositions, experts, the amount of any damages contained in a judgment or settlement, interest, and the costs of appeal.

- (e) The Parties agree to and shall provide their respective shares for the development of the Project on a timely basis in order to meet the Project schedule. If required under this Agreement, the City shall deposit any additional City funds due within ninety (90) days of receipt of invoice by the County, such invoice to be accompanied by the change order request from the construction contractor, which has been recommended for approval by the County's and the City's Project Managers.
- (f) The County Treasurer shall act as Escrow Agent for the management of the City's funds and shall deposit the funds in an interest bearing escrow account. The County shall invest the funds in accordance with the Public Funds Investment Act, and any other applicable laws or bond covenants. The interest and any unused portion of the public funds provided by the City under this agreement shall be returned to the City within 30 calendar days after the completion of the Project. The County shall provide the City, at least quarterly, with an accounting of the deposits to and disbursements from the City's escrow account. The County will make its records available, at reasonable times, to the City's auditors, or its independent financial advisors or other professionals who provide arbitrage rebate calculations to the City.
- (g) The County Treasurer shall timely pay submitted invoices for the Project, which have been approved as required by this Agreement. The invoices for the Project will be paid on the basis of work completed in accordance with the approved plans and specifications.
- (e) The City acknowledges that in connection with the execution of this Agreement, that it has received the analyses and recommendations required by City of Austin Ordinance No. 000824-22 establishing covenants regarding the general obligation bonds authorized under Proposition No. 1 on November 7, 2000.

9. Miscellaneous.

- (a) Force Majeure. In the event that the performance by the County or the City of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God, or the common enemy, or the result of war, riot, civil commotion, sovereign conduct, or the act of conduct of any person or persons not a party or privy hereto, then it shall be excused from such performance for such period of time as it reasonably necessary after such occurrence to remedy the effects hereto.
- (b) Notice. Any notice given hereunder by either party to the other shall be in writing and may be effected by personal delivery in writing or by registered or

certified mail, return receipt requested when mailed to the proper party, at the following addresses:

CITY: Sondra Creighton, Director
City of Austin
Public Works Department
505 Barton Springs Road
Austin, Texas 78704

WITH COPY TO: Gordon Bowman
Assistant City Attorney
City of Austin Law Department
301 W. 2nd Street
Austin, Texas 78701

COUNTY: Joe Gieselman
Executive Manager, TNR
P. O. Box 1748
Austin, Texas 78767

WITH A COPY TO: David Escamilla
Travis County Attorney
P. O. Box 1748
Austin, Texas 78767

- (c) Number and Gender Defined. As used in this Agreement, whenever the context so indicates, the masculine, feminine, or neuter gender and the singular or plural number shall each be deemed to include the others.
- (d) Entire Agreement. This Agreement contains the complete and entire Agreement between the parties respecting the matters addressed herein, and supersedes all prior negotiations, agreements, representations, and understanding, if any, between the parties respecting the joint construction of the Projects. This Agreement may not be modified, discharged, or changed in any respect whatsoever except by a further agreement in writing duly executed by authorized representatives of the parties hereto. No official, representative, agent, or employee of Travis County, Texas has any authority to modify this Agreement, except pursuant to such express authority as may be granted by the Commissioners Court of Travis County, Texas. The recitals set forth above and the attached exhibits are incorporated herein.
- (e) Effective Date. This Agreement takes effect upon the last date of due execution of the Agreement by the County and the City.

- (f) Other Instruments. The Parties hereto covenant and agree that they will execute other and further instruments and documents as may become necessary or convenient to effectuate and carry out the purposes of this Agreement.
- (g) Invalid Provision. Any clause, sentence, provision, paragraph, or article of this agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be confined to the clause, sentence, provision, paragraph, or article so held to be invalid, illegal, or ineffective.
- (h) Current Funds. The party or parties paying for the performance of governmental functions or services shall make payments therefore from current revenues available to the paying party.

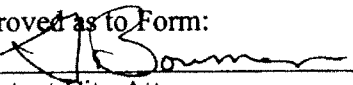
CITY OF AUSTIN, TEXAS

By: 

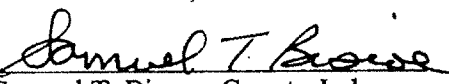
Name: Rudy Garza

Title: Asst. City Manager
Authorized Representative

Date: 12-11-07

Approved as to Form:

Assistant City Attorney

TRAVIS COUNTY, TEXAS

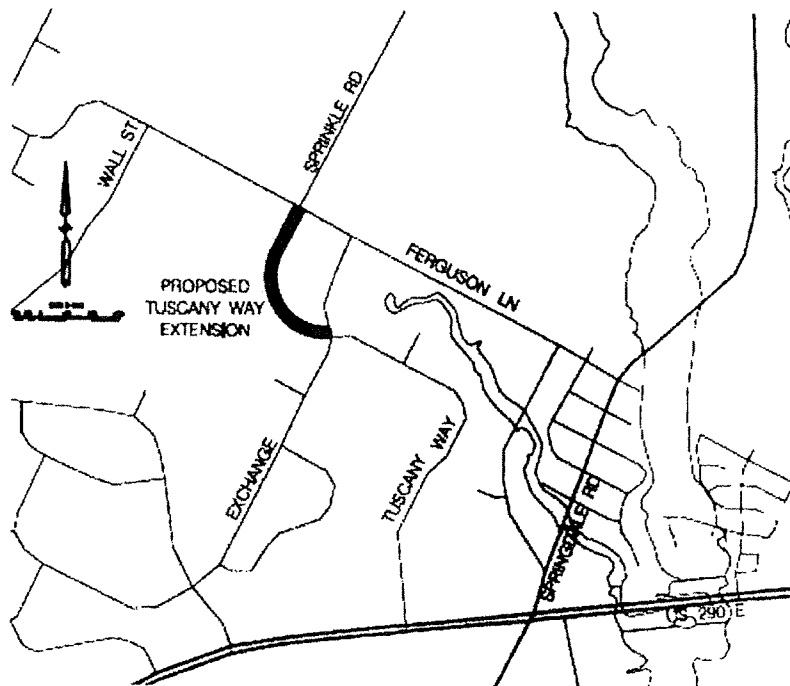
By: 
Samuel T. Biscoe, County Judge

Date: 12.4.07
(CC-10.23-07)

FILED FOR RECORD
2008 JAN 18 PM 4:02
DANA DEEAUJOUR
COUNTY CLERK
TRAVIS COUNTY TEXAS

EXHIBIT A

Tuscany Way is designated as an arterial roadway in the CAMPO 2030 Plan. The Tuscany Way extension project consists of the construction of a two lane, 60 foot wide, undivided urban arterial within the City of Austin full purpose jurisdiction. The extension begins at the south edge of Ferguson Lane where Ferguson intersects with Sprinkle Road. It extends in a southerly direction approximately 1900' to the intersection of Exchange Drive at Tuscany Way. The project includes intersection improvements at Sprinkle Road/Ferguson/Tuscany Way and at Tuscany Way/Exchange; sedimentation and filtration ponds for water quality; roadway drainage facilities; and, standard roadway signing and striping. To facilitate efficient management of the construction process the Tuscany Way improvements have been combined into one County construction contract along with County improvements to Ferguson Road.



STATE OF TEXAS §

COUNTY OF TRAVIS §

This Agreement for Construction Services (the "Construction Contract" or "Contract")) is made and entered into this day by and between Travis County, Texas, a political subdivision of the State of Texas (the "County") and Ross Construction, Inc (the "Contractor") and shall be binding upon their respective executors, administrators, heirs, successors, and assigns.

WHEREAS, the County desires to enter into a contract for the construction of FERGUSON LANE-TUSCANY WAY CONNECTOR ROAD & DRAINAGE IMPROVEMENTS PROJECT in Travis County, Texas, in accordance with the provisions of state statutes and conforming to the Contractor's Notice of Construction, Bid Proposal (including the Bidding Documents, Bid Form, and any Addenda or Amendments thereto), General Conditions, Supplementary Conditions, and the Specifications and Plans marked FERGUSON LANE-TUSCANY WAY CONNECTOR ROAD & DRAINAGE IMPROVEMENTS PROJECT (IFB NO. B090179-JW), all of which are incorporated herein;

WHEREAS, the Contractor has been engaged in and now does comparable work and represents that he/she is fully equipped, competent, and capable of performing the above- desired and outlined work, and is ready and willing to perform such work in accordance with all provisions of the abovementioned Specifications and Plans marked (IFB NO. B090179-JW)

NOW THEREFORE, in consideration of the County's promise to pay the amount below as totaled in the Bid Proposal hereto attached and made part of this Contract, the Contractor agrees to do at his own proper cost and expense all the work necessary for the construction of FERGUSON LANE-TUSCANY WAY CONNECTOR ROAD & DRAINAGE IMPROVEMENTS PROJECT in Travis County, Texas in accordance with the provisions of the aforementioned Contractor's Notice of Construction, the Bid Proposal as awarded by the Commissioners Court, and the Specifications and Plans marked (IFB NO. B090179-JW) to the satisfaction of the Executive Manager of the Transportation and Natural Resources Department of Travis County, Texas.

This contract document, the Contractor's Notice of Construction, the Bid Proposal (including the Bidding Documents, the Bid Form, and any Addenda or Amendments thereto), and the Specifications and Plans marked (IFB NO. B090179-JW) represent the entire and integrated contract between the County and the Contractor and supersedes all prior negotiations, representations, or agreements, either oral or written. This Contract may be amended only by written instrument signed by both the County and the Contractor.

The said Contractor further agrees to be available for work within fourteen (14) calendar days, and to complete the work within 240 working days: **130 Working Days for Tuscany Way and the intersection of Ferguson Lane, Sprinkle Road, and Tuscany Way Extension (all of Tuscany Way portion, all of Sprinkle Road portion, and Sta. 18+00 to Sta. 26+43 of Ferguson lane portion, inclusive), plus 110 Working Days for rest of Ferguson Lane (0+00 to Sta 18+00), for a total of 240 Working Days**, after receiving a written "Notice to Proceed".

DRAFT

Travis County, Texas, in consideration of the full and true performance of the said work by said Contractor, hereby agrees and binds itself to pay to said Contractor the total contract amount of \$2,484,730.75 consisting of \$993,892.30 for materials to be incorporated into the Project or completely consumed at the job site and services required by or integral to the performance of the contract and \$1,490,838.45 for all other charges, including the cost of other services, overhead, materials which do not become part of the finished project or are reusable, and machinery or equipment and its accessory, repair, or replacement parts, and in the manner provided for, within thirty (30) calendar days from the receipt of an acceptable invoice. This division of the contract amount is made for sales tax purposes only. The Contractor shall maintain internal records to verify the division. The Contractor shall make these records available upon the request of the Travis County Auditor.

This contract shall be construed according to the laws of the State of Texas. The performance for this Contract shall be in Travis County, and venue for any action will lie in Travis County, Texas. The Contractor warrants that the completed project shall be adequate for the purposes intended.

Notwithstanding anything to the contrary herein, if Contractor is delinquent in payment of taxes at the time of invoicing, Contractor hereby assigns any payments to be made for service rendered under this Contract to the Travis County Tax Assessor-Collector for the payment of said delinquent taxes.

NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESSED OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COMMISSIONERS COURT OF THE COUNTY.

The forfeiture provisions of the contract imposed pursuant to the Travis County Ethics Policy may be waived in whole or in part by the Travis County Commissioners Court.

EXECUTED THIS _____ DAY OF _____, YEAR _____.

TRAVIS COUNTY, TEXAS

CONTRACTOR NAME

BY: _____
TRAVIS COUNTY JUDGE

BY: _____

APPROVED AS TO FORM:

APPROVED:

TRAVIS COUNTY ATTORNEY

COUNTY PURCHASING AGENT

CERTIFIED FUNDS ARE AVAILABLE

COUNTY AUDITOR, TRAVIS COUNTY

DRAFT

PURCHASE REQUISITION NBR: 0000298255

STATUS: INSUFFICIENT FUNDS
REASON: 53933 ROADS CIP ATTN MARVIN BRICE

DATE: 9/22/03

REQUISITION BY: BRUNILDA CRUZ 854-7679

SHIP TO LOCATION: TNR ADMIN - 11TH FLR

SUGGESTED VENDOR: ROSS CONSTRUCTION

DELIVER BY DATE: 9/22/03

Last Updated 5-8-09 at 2:35pm

VENDOR PART NUMBERS

UNIT COST

EXTEND COST

QUANTITY UOM

DOL

1573662.84

1.0000

1573662.84

82824.35

DOL

1.0000

82824.35

786831.39

DOL

1.0000

786831.39

41412.17

DOL

1.0000

41412.17

REQUISITION TOTAL: 2484730.75

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

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	00149318288164	CAPITAL OUTLAY	7.23	113746.00
1	43949417628164	PURCH SVC-INFRASTRCTR RDS		
1	45349417558164	CAPITAL OUTLAY	21.32	335556.84
1	48549416218164	PURCH SVC-INFRASTRCTR RDS	24.87	391300.00
2	43949417628164	CAPITAL OUTLAY	46.58	733060.00
2	45249417598164	PURCH SVC-INFRASTRCTR RDS	27.82	23039.19
3	47549937506099	OTHER PURCHASED SERVICES	72.18	59785.16
4	47549937506099	CONTRACTED SERVICES	100.00	786831.39
		CONTRACTED SERVICES	100.00	41412.17
				2484730.75

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

PURCHASE REQUISITION NBR: 0000298255

REQUISITION BY: BRUNILDA CRUZ 854-7679
SHIP TO LOCATION: TNR ADMIN - 11TH FLR
STATUS: INSUFFICIENT FUNDS
REASON: 53933 ROADS CIP ATTN MARVIN BRICE
SUGGESTED VENDOR: ROSS CONSTRUCTION

DATE: 9/22/03

DELIVER BY DATE: 9/22/03

Last Updated 5-8-09 at 2:35pm

REQUISITION COMMENTS:

20030922 RT COURT
04/02/04 WILL RELEASE WHEN APPROVED AWARD
DOCUMENTS RECEIVED. JP
6/28/07 EMAILED DONNA WILLIAMS REQUESTING UPDATE.
PER DONNA, SHE REQUESTED THAT IT BE LEFT
OPEN UNTIL THE NEW INTERLOCAL AGMT WITH TH
CITY OF AUSTIN BE APPROVED, BY YEAR END.
GMC
8/30/07 PER EMAIL FROM DONNA, REQUESTED TO LEAVE
OPEN. SHE HAS TURNED IN CO AND BOND ENDIN
FUND BALANCE FIGURES TO PBO AND SINCE
CONSTRUCTION OF THIS PROJECT WILL HAPPN.GMC
PER EMAIL FROM STEVEN MANILLA, WON'T BE
BIDDING THIS FYEAR. STILL AWAITING ILOCAL
WITH AUSTIN. ADD'LY, CITY NEEDS TO ACQUIRE
ROW.NOT EXPECT TO GO OUT FOR BIDS UNTIL
LATE WINTER/SPRING FY 08.GMC
9/9/8 EMD DONNA FOR UPDATE.GMC PER DONNA:
INTERLOCAL WITH CITY OF AUSTIN IS IN PLACE,
CITY IS PROVIDING ADD'L \$1 MILLION TO PROJECT.
CITY IS PURCHASING RIGHT OF WAY BUT WILL HAVE
TO DO EMINENT DOMAIN WITH A PROPERTY OWNER WHO
REFUSING TO GIVE RIGHT OF ENTRY, WHICH IS NEEDED
TO START CONSTRUCTION OF THE PROJECT. DO NOT
EXPECT TO HAVE ACCESS PRIOR TO FY09. GMC
1/29/9 SENT BACK. GOING OUT FOR BID.GMC
DO NOT APPROVE YET

GM200I13

TRAVIS COUNTY

4/29/09
10:45:00

Fiscal Year 2009
Last Updated 5-8-09 at 2:35pm

Account Balance Inquiry

Account number . . . : 1-4931-828.81-64
Fund : 001 GENERAL FUND
Department : 49 TNR (TRANS & NATRL RESRC)
Division : 31 RD CAPACITY/BRIDGE REPLMT
Activity basic : 82 CAPITAL AQUISITION FUNDS
Sub activity : 8 INFRA & ENV SVC (TRN&RDS)
Element : 81 CAPITAL OUTLAY
Object : 64 PURCH SVC-INFRASTRCTR RDS

Original budget	0	
Revised budget	350,000	10/01/2008
Actual expenditures - current . . . . .	.00	
Actual expenditures - ytd . . . . .	.00	
Unposted expenditures . . . . .	.00	
Encumbered amount	236,254.00	
Unposted encumbrances . . . . .	.00	
Pre-encumbrance amount . . . . .	.00	
Total expenditures & encumbrances:	236,254.00	67.5%
Unencumbered balance	113,746.00	32.5

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

TRAVIS COUNTY
Account Balance Inquiry

4/29/09
10:47:53

Account number . . . : 485-4941-621.81-64
Fund : 485 REGIONAL MOBILITY & TRANS
Department : 49 TNR (TRANS & NATRL RESRC)
Division : 41 ROAD & BRIDGE MAINTENANCE
Activity basic : 62 INFRA-ENV SCVS (TRNS&RDS)
Sub activity : 1 TNR (TRANS & NATRL RESRC)
Element : 81 CAPITAL OUTLAY
Object : 64 PURCH SVC-INFRASTRCTR RDS

Original budget	:	0	
Revised budget	:	796,913	10/23/2008
Actual expenditures - current	:	.00	
Actual expenditures - ytd	:	.00	
Unposted expenditures	:	.00	
Encumbered amount	:	163.85	
Unposted encumbrances	:	.00	
Pre-encumbrance amount	:	.00	
Total expenditures & encumbrances:	:	163.85	0.0%
Unencumbered balance	:	796,749.15	100.0

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

Account Balance Inquiry

10:47:17

Account number . . . : 453-4941-755.81-64
Fund : 453 L/T CERT OF OBLIG 1999
Department : 49 TNR (TRANS & NATRL RESRC)
Division : 41 ROAD & BRIDGE MAINTENANCE
Activity basic . . . : 75 CHARGES FOR SERVICES
Sub activity : 5 L/T CERT OF OBLIG 1999
Element : 81 CAPITAL OUTLAY
Object : 64 PURCH SVC-INFRASTRCTR RDS

Original budget	:	0	
Revised budget	:	391,300	02/02/2009
Actual expenditures - current . . .	:	.00	
Actual expenditures - ytd	:	.00	
Unposted expenditures	:	.00	
Encumbered amount	:	.00	
Unposted encumbrances	:	.00	
Pre-encumbrance amount	:	.00	
Total expenditures & encumbrances:	:	.00	0.0%
Unencumbered balance	:	391,300.00	100.0

F5=Encumbrances F7=Project data

F8=Misc inquiry

F10=Detail trans F11=Acct activity list

F12=Cancel

F24=More keys

Account Balance Inquiry

10:46:32

Account number . . . : 439-4941-762.81-64
Fund : 439 U/T ROAD BONDS 1998-RB
Department : 49 TNR (TRANS & NATRL RESRC)
Division : 41 ROAD & BRIDGE MAINTENANCE
Activity basic : 76 CAPITAL PROJECTS
Sub activity : 2 U/T ROAD BONDS 2001
Element : 81 CAPITAL OUTLAY
Object : 64 PURCH SVC-INFRASTRCTR RDS

Original budget	:	0	
Revised budget	:	1,440,368	10/01/2008
Actual expenditures - current . . .	:	.00	
Actual expenditures - ytd	:	165,093.33	
Unposted expenditures	:	.00	
Encumbered amount	:	137.19	
Unposted encumbrances	:	.00	
Pre-encumbrance amount	:	.00	
Total expenditures & encumbrances:	:	165,230.52	11.5%
Unencumbered balance	:	1,275,137.48	88.5

F5=Encumbrances F7=Project data

F8=Misc inquiry

F10=Detail trans F11=Acct activity list

F12=Cancel

F24=More keys

Account Balance Inquiry

Account number . . . : 475-4993-750.60-99
Fund : 475 CONTRACTUAL CAPITAL PROJ
Department : 49 TNR (TRANS & NATRL RESRC)
Division : 93 INTERGOV AGREEMNTS-ROADS
Activity basic : 75 CHARGES FOR SERVICES
Sub activity : 0 INFRA-ENV SCVS (TRNS&RDS)
Element : 60 OTHER PURCHASED SERVICES
Object : 99 CONTRACTED SERVICES

Original budget	:	0	
Revised budget	:	6,664,302	04/27/2009
Actual expenditures - current . . .	:	584,359.40	
Actual expenditures - ytd	:	1,247,658.81	
Unposted expenditures	:	.00	
Encumbered amount	:	4,527,347.44	
Unposted encumbrances	:	.00	
Pre-encumbrance amount	:	58,045.00	
Total expenditures & encumbrances:	:	6,417,410.65	96.3%
Unencumbered balance	:	246,891.35	3.7

F5=Encumbrances

F7=Project data

F8=Misc inquiry

F10=Detail trans

F11=Acct activity list

F12=Cancel

F24=More keys

A. FERGUSON LANE BASE BID

Bid Item No.	Spec Item No.	Approx. Quantity	Unit	Item Description	Unit Price	Amount
1	101S-B	27	STA	PREP ROW complete in place per STA for	\$ 500.00	\$ 13,500.00
2	104S-B	3,490	SF	REMOVE PC CONCRETE SLABS complete in place per SF for	\$ 2.50	\$ 8,725.00
3	110S-B	1,571	CY	STREET EXCAVATION PLAN QUANTITY complete in place per CY for	\$ 8.00	\$ 12,568.00
4	120S-B	1,280	CY	CHANNEL EXCAVATION PLAN QUANTITY complete in place per CY for	\$ 5.00	\$ 6,400.00
5	132S-A	4186	CY	EMBANKMENT complete in place per CY for	\$ 3.00	\$ 12,558.00
6	340S-B	2,300	SY	HMAC FULL DEPTH PAVEMENT REPAIR 12" TYPE A complete in place per SY for	\$ 44.00	\$ 101,200.00
7	340S-B	10,700	SY	HMAC PAVEMENT 3" TYPE C complete in place per SY for	\$ 9.20	\$ 98,440.00
8	340S-B	4,100	SY	HMAC PAVEMENT 12" TYPE A complete in place per SY for	\$ 30.00	\$ 123,000.00
9	340S-B	1,300	SY	HMAC PAVEMENT 6" TYPE A	\$ 20.50	\$ 26,650.00
10	430S-B	110	LF	PC CONCRETE CURB AND GUTTER complete in place per LF for	\$ 8.00	\$ 880.00
11	433S-B	2,610	SF	PC DRIVEWAYS CONCRETE complete in place per SF for	\$ 4.00	\$ 10,440.00
12	436S	162	SF	PC CONCRETE SWALE (VALLEY GUTTER) complete in place per SF for	\$ 5.50	\$ 891.00
13	462*	205	LF	CONCRETE BOX CULVERTS 7' X 3' complete in place per SY for	\$ 193.00	\$ 39,565.00
14	462*	52	LF	CONCRETE BOX CULVERTS 5' X 4' complete in place per LF for	\$ 144.00	\$ 7,488.00
15	462*	205	LF	CONCRETE BOX CULVERTS 3' X 2' complete in place per LF for	\$ 90.00	\$ 18,450.00
16	464*	142	LF	REINFORCED CONCRETE PIPE CL III 18" complete in place per LF for	\$ 28.00	\$ 3,976.00
17	464*	337	LF	REINFORCED CONCRETE PIPE CL III 30" complete in place per LF for	\$ 42.00	\$ 14,154.00
18	464*	156	LF	REINFORCED CONCRETE PIPE CL III 48" complete in place per LF for	\$ 75.00	\$ 11,700.00
19	464*	787	LF	REINFORCED CONCRETE PIPE CL III 54" complete in place per LF for	\$ 96.00	\$ 75,552.00
20	465*	2	EA	MANHOLES AND INLETS complete in place per EA for	\$ 2,000.00	\$ 4,000.00

21	506S-J-SV	1	EA	NEW JUNCTION BOX (8.7' X 12.5') complete in place per EA for	\$ 5,500.00	\$ 5,500.00
22	506S-J-SV	2	EA	NEW JUNCTION BOX (7' X 9') complete in place per EA for	\$ 4,125.00	\$ 8,250.00
23	506S-J-SV	1	EA	NEW JUNCTION BOX (7' X 10') complete in place per EA for	\$ 4,250.00	\$ 4,250.00
24	466*	1	EA	HEADWALL AND WINGWALL 5' X 4' complete in place per EA for	\$ 7,300.00	\$ 7,300.00
25	466*	1	EA	SPECIAL HEADWALL 7' X 3' complete in place per EA for	\$ 3,970.00	\$ 3,970.00
25A	466*	1	EA	SPECIAL STRUCTURE INCLUDING HEADWALL AND SPLITTER BOX complete in place per EA for	\$ 4,500.00	\$ 4,500.00
26	467*	4	EA	SAFETY END TREATMENT 7' X 3' complete in place per EA for	\$ 1,890.00	\$ 7,560.00
27	467*	7	EA	SAFETY END TREATMENT 3' X 2' complete in place per EA for	\$ 900.00	\$ 6,300.00
28	467*	3	EA	SAFETY END TREATMENT 18" complete in place per EA for	\$ 800.00	\$ 2,400.00
29	470S-D	50	LF	CURB CUTS FOR DRIVEWAYS complete in place per LF for	\$ 10.00	\$ 500.00
30	506-4	4	EA	MINOR MH ADJUSTMENTS 4' DIA. complete in place per EA for	\$ 450.00	\$ 1,800.00
31	SP508S-1A	2	EA	AREA INLET 4 SIDE complete in place per EA for	\$ 2,300.00	\$ 4,600.00
32	509S-1	1000	LF	TRENCH EXCAVATION SAFETY PROTECTION SYSTEM (ALL DEPTHS) complete in place per EA for	\$ 1.50	\$ 1,500.00
33	591S-F	65	SY	COCONCRETE RIP RAP 6" complete in place per SY for	\$ 50.00	\$ 3,250.00
34	594S-A	400	CY	GABIONS TWISTED WOVEN WIRE complete in place per CY for	\$ 162.00	\$ 64,800.00
35	602S-A	390	SY	BERMUDA BLOCK SODDING complete in place per SY for	\$ 4.50	\$ 1,755.00
36	604S-C	11616	SY	NATIVE SEEDING FOR EROSION CONTROL complete in place per SY for	\$ 0.55	\$ 6,388.80
37	605S-A	1,600	SY	SOIL RETENTION BLANKET CL 1 TY A complete in place per SY for	\$ 1.25	\$ 2,000.00
38	605S-A	600	SY	SOIL RETENTION BLANKET CL 2 TY F complete in place per SY for	\$ 6.50	\$ 3,900.00
39	606S-A	0.7	TN	FERTILIZER complete in place per MO for	\$ 650.00	\$ 455.00
40	610S-C	300	LF	PROTECTIVE FENCING TYPE C OTHER MATERIAL complete in place per LF for	\$ 1.75	\$ 525.00
41	639S	305	LF	ROCK BERM complete in place per LF for	\$ 18.50	\$ 5,642.50

42	641S	2	EA	STABILIZED CONSTRUCTION ENTRANCE complete in place per EA for	\$ 900.00	\$ 1,800.00
43	642S	1185	LF	SILT FENCE FOR EROSION CONTROL complete in place per LF for	\$ 1.85	\$ 2,192.25
44	700S-TM	1	LS	MOBILIZATION complete in place per LS for	#####	\$ 100,000.00
45	701S-D	800	LF	4' WIRE FENCE complete in place per LF for	\$ 4.85	\$ 3,880.00
46	703	300	LF	SAFETY FENCING complete in place per LF for	\$ 1.65	\$ 495.00
47	802S-B BOND	2	EA	TRAVIS COUNTY BOND PROJECT SIGN complete in place per EA for	\$ 600.00	\$ 1,200.00
48	803S-LS- MO	1	LS	BARRICADES SIGNS AND TRAFFIC HANDLING complete in place per LS paid monthly	\$ 8,200.00	\$ 8,200.00
49	824S	14	EA	TRAFFIC SIGNS complete in place per EA for	\$ 210.00	\$ 2,940.00
50	825S	2	EA	STREET NAME SIGN complete in place per EA for	\$ 95.00	\$ 190.00
53	870S-A	3810	LF	WORK ZONE PAVEMENT MARKINGS complete in place per LF for	\$ 0.90	\$ 3,429.00
54	871S-A	3810	LF	REFELCTORIZED TY 1 THERMOPLASTIC PAVEMENT MARKINGS 4" YELLOW 90 MILS complete in place per LF for	\$ 0.55	\$ 2,095.50
55	871S-A	1800	LF	REFELCTORIZED TY 1 THERMOPLASTIC PAVEMENT MARKINGS 12" YELLOW 90 MILS complete in place per LF for	\$ 2.50	\$ 4,500.00
56	871S-A	700	LF	REFELCTORIZED TY 1 THERMOPLASTIC PAVEMENT MARKINGS 8" YELLOW 90 MILS complete in place per LF for	\$ 1.10	\$ 770.00
57	871S-A	100	LF	REFELCTORIZED TY 1 THERMOPLASTIC PAVEMENT MARKINGS 12" WHITE 90 MILS complete in place per LF for	\$ 2.50	\$ 250.00
58	873S-B	380	EA	CLB RAISED PAVEMENT MARKERS TY II- AA complete in place per EA for	\$ 4.45	\$ 1,691.00
59	873S-B	30	EA	CLB RAISED PAVEMENT MARKERS TY I- C complete in place per EA for	\$ 4.45	\$ 133.50
60	874S-A	2760	LF	REMOVE DELIN & OBJECT MARKERS ASSMS complete in place per LF for	\$ 0.90	\$ 2,484.00

61	SS-03-A	1	EA	PRE-CONSTRUCTION PHOTOGRAPHY AND VIDEO complete in place per EA for	\$ 1,500.00	\$ 1,500.00
62	SS-03-A	1	EA	CONSTRUCTION DOCUMENTATION PHOTOGRAPHY AND VIDEO complete in place per EA for	\$ 5,000.00	\$ 5,000.00
63	SS-03-B	1	EA	POST CONSTRUCTION PHOTOGRAPHY AND VIDEO complete in place per EA for	\$ 1,000.00	\$ 1,000.00

A. SUBTOTAL FERGUSON LANE BASE BID (ITEMS 1-63) \$881,033.55

Contract No. B090179-JW, Ferguson lane-Tuscany Way Connector Project

Note: The Travis County Commissioner's Court Reserves the right to reject any and all bids at their sole discretion.

TAX EXEMPT \$ 352,413.42 NON-TAX EXEMPT TOTAL \$ 528,620.13

Tax exempt costs are the total cost **Non-Tax exempt costs** are all other charges, including the cost of

NOTE: The sum of the tax exempt and non-tax exempt costs must equal the Total Base Bid Amount.

*indicates TxDOT Standard Specification Item.

Total Base Bid Amount (Bid Items A): \$881,033.55
(Figures)

EIGHT HUNDRED EIGHTY ONE THOUSAND THIRTY THREE
 DOLLARS AND 55/100 CENTS

 Amount) Cents

Please note the following listed abbreviations used for proposed units:

CY = Cubic Yard LF = Linear Foot STA = Stations AC = Acre EA = Each SY = Square Yards
 GAL =Gallon LS = Lump Sum SF =Square Feet TON = Ton MO= Month

B. ADDITIVE ALTERNATE A TUSCANY WAY CONNECTOR

Bid Item No.	Spec Item No.	Approx. Quantity	Unit	Item Description	Unit Price	Amount
A1	101S-B	20	STA	PREP. ROW complete in place per STA for	\$ 750.00	\$ 15,000.00
A2	104S-B	430	SF	REMOVE PC CONCRETE SLABS complete in place per SF for	\$ 3.00	\$ 1,290.00
A3	110S-B	90	CY	STREET EXCAVATION complete in place per CY for	\$ 10.00	\$ 900.00
A4	111S-A	4774	CY	EXCAVATION complete in place per CY for	\$ 4.00	\$ 19,096.00
A5	120S-B	1735	CY	CHANNEL EXCAVATION complete in place per CY for	\$ 4.00	\$ 6,940.00
A6	132S-A	4,438	CY	EMBANKMENT complete in place per CY for	\$ 2.50	\$ 11,095.00
A8	203S-A	13,510	SY	LIME TREAT SUBGRADE 8" THICK complete in place per SY for	\$ 7.60	\$ 102,676.00
A9	340S-B	12820	SY	HMAC 4 INCH TYPE C complete in place per SY for	\$ 13.00	\$ 166,660.00
A10	340S-B	13510	SY	HMAC 18 INCH TYPE A complete in place per SY for	\$ 43.00	\$ 580,930.00
A11	430S-A	4580	LF	PC CONCRETE CURB & GUTTER complete in place per LF for	\$ 8.00	\$ 36,640.00
A12	433S-B	1800	SF	PC CONCRETE DRIVEWAYS complete in place per SF for	\$ 4.00	\$ 7,200.00
A13	462-1*	293	LF	CONCRETE BOX CULVERT 8' X 5' complete in place per LF for	\$ 250.00	\$ 73,250.00
A14	462-2*	87	LF	CONCRETE BOX CULVERT 7' X 3' complete in place per LF for	\$ 193.00	\$ 16,791.00
A15	464*	786	LF	RCP PIPE 18" complete in place per LF for	\$ 28.00	\$ 22,008.00
A16	506S-MSW	3	EA	STANDARD PRECAST MANHOLE WITH PRECAST BASE 48" DIAMETER complete in place per EA for	\$ 1,500.00	\$ 4,500.00
A17	506S-SSW	1	EA	SPECIAL MANHOLE 48" DIAMETER complete in place per EA for	\$ 2,000.00	\$ 2,000.00
				HEADWALLS AND WINGWALLS 8' X 5'		

FERGUSON LANE-TUSCANY WAY CONNECTOR

III. Bid Requirements

A. Bid Proposal

A18	466*	2	EA	complete in place per EA for	\$ 8,300.00	\$ 16,600.00
A19	466*	2	EA	HEADWALLS AND WINGWALLS 7' X 3' complete in place per EA	\$ 3,600.00	\$ 7,200.00
A20	470S-D	50	LF	CURB CUTS FOR DRIVEWAYS complete in place per LF for	\$ 10.00	\$ 500.00
A21	508S- 110R	8	EA	INLET RECESSED 10' complete in place per EA for	\$ 2,300.00	\$ 18,400.00
A22	509S-1	650	LF	TRENCH EXCAVATION SAFETY complete in place per LF for	\$ 1.50	\$ 975.00
A23	704	618	LF	METAL BEAM GUARD FENCE complete in place per LF for	\$ 20.00	\$ 12,360.00
A24	704-T	4	EA	GUARD RAIL TERMINAL ANCHOR complete in place per EA for	\$ 415.00	\$ 1,660.00
A25	544*	4	EA	GUARD RAIL END TREATMENTS complete in place per EA for	\$ 1,990.00	\$ 7,960.00
A26	591S-A	680	SY	DRY RIP RAP complete in place per SY for	\$ 50.00	\$ 34,000.00
A27	591S-F	150	SY	CONCRETE RIP RAP 6" complete in place per SY for	\$ 45.00	\$ 6,750.00
A28	602S-A	234	SY	BERMUDA BLOCK SODDING complete in place per SY for	\$ 4.50	\$ 1,053.00
A29	604S-C	230868	SY	NATIVE SEEDING FOR EROSION CONTROL complete in place per SY for	\$ 0.50	\$ 115,434.00
A30	605S-A	2650	SY	SOIL RETENTION BLANKET CLASS 1, TYPE A complete in place per SY for	\$ 1.25	\$ 3,312.50
A31	605S-A	600	SY	SOIL RETENTION BLANKET CLASS 2, TYPE F complete in place per SY for	\$ 6.50	\$ 3,900.00
A32	606S-A	2	TN	FERTILIZER complete in place per TN for	\$ 650.00	\$ 1,300.00
A33	610S-C	300	LF	PROTECTIVE FENCING TY C OTHER complete in place per LF for	\$ 1.85	\$ 555.00
A34	604S-1	9	EA	PLANTING TYPE 3" CALIPER TEXAS RED BUD CERCIS CANADENSIS complete in place per EA for	\$ 500.00	\$ 4,500.00
A35	608S-1	2	EA	PLANTING TYPE 3" CALIPER CEDAR ELM ULMUS CRASSIFOLIA complete in place per EA for	\$ 500.00	\$ 1,000.00
A36	608S-1	11	EA	PLANTING TYPE 3" CALIPER MULTI TRUNK TREE YAUPON ILEX VOM complete in place per EA for	\$ 700.00	\$ 7,700.00
A37	608S-1	6	EA	PLANTING TYPE 3" CALIPER LIVE OAK QUERCUS VIRGINIANE complete in place per EA for	\$ 600.00	\$ 3,600.00
				PLANTING 5 GALLON LADY BANKS ROSE		

A38	608S-1	17	EA	complete in place per LF for	\$ 50.00	\$ 850.00
				PLANTING 5 GALLON TEXAS SAGE LEUCOPHYLLUM		
A39	608S-1	31	EA	complete in place per EA for	\$ 60.00	\$ 1,860.00
				FILTER CURB INLET PROTECTION		
A40	628S-D	2	EA	complete in place per EA for	\$ 100.00	\$ 200.00
A41	639S	240	LF	ROCK BERM complete in place per LF for	\$ 19.00	\$ 4,560.00
				STABILIZED CONSTRUCTION ENTRANCE		
A42	641S	2	EA	complete in place per EA for	\$ 900.00	\$ 1,800.00
A43	242S	2080	LF	SILT FENCE FOR EROSION CONTROL complete in place per LF for	\$ 1.85	\$ 3,848.00
A44	700S-TM	1	LS	TOTAL MOBILIZATION PAYMENT complete in place per LS for	\$ 50,000.00	\$ 50,000.00
A45	701S-D	5,175	LF	4' WIRE FENCE complete in place per LF for	\$ 4.50	\$ 23,287.50
				REMOVE AND RELOCATE EXISTING 4' WIRE FENCE		
A46	702S-G	1,800	LF	complete in place per LF for	\$ 5.50	\$ 9,900.00
A47	703	100	LF	SAFETY FENCING complete in place per LF for	\$ 1.65	\$ 165.00
A48	802S-B-CIP	2	EA	TRAVIS COUNTY CIP PROJECT SIGN complete in place per EA for	\$ 600.00	\$ 1,200.00
				BARRICADES, SIGNS AND TRAF HANDLE		
A49	803S-LS/MO	1	LS	complete in place per LS paid monthly	\$ 6,000.00	\$ 6,000.00
				TRAFFIC SIGNS		
A50	824S	15	EA	complete in place per EA for	\$ 225.00	\$ 3,375.00
				STREET NAME SIGN		
A51	825S	4	EA	complete in place per EA for	\$ 100.00	\$ 400.00
				WORK ZONE PAVEMENT MARKING REMOVABLE 4" YELLOW		
A52	8705-A	800	LF	complete in place per LF for	\$ 0.90	\$ 720.00
				REFLECTORIZED TYPE 1 THERMOPLASTIC PAVEMENT MARKING 4" YELLOW		
A53	871S-A	3810	LF	complete in place per LF for	\$ 0.55	\$ 2,095.50
				REFLECTORIZED TYPE 1 THERMOPLASTIC PAVEMENT MARKING 12" YELLOW		

A54	871S-A	1800	LF	complete in place per SY for	\$ 2.50	\$ 4,500.00
				REFLECTORIZED TYPE 1		
				THERMOPLASTIC PAVEMENT MARKING		
				8" YELLOW		
A55	871S-A	700	LF	complete in place per CY for	\$ 1.10	\$ 770.00
				REFLECTORIZED TYPE 1		
				THERMOPLASTIC PAVEMENT MARKING		
				12" WHITE		
A56	871S-A	100	LF	complete in place per SY for	\$ 2.50	\$ 250.00
				CLASS B RAISED PAVEMENT MARKERS		
				TY II		
A57	873S-B	196	EA	complete in place per EA for	\$ 4.45	\$ 872.20
				CLASS B RAISED PAVEMENT MARKERS		
				TY I		
A58	873S-B	30	EA	complete in place per EA for	\$ 4.45	\$ 133.50
				ELIMINATING EXISTING PAVEMENT		
				MARKINGS		
A59	874S-A	400	LF	complete in place per LF for	\$ 0.95	\$ 380.00
				PRECONSTRUCTION PHOTOGRAPHY		
				AND VIDEO		
A60	SS-03-A	1	EA	complete in place per LS for	\$ 1,000.00	\$ 1,000.00
				CONSTRUCTION PHOTOGRAPHY AND		
				VIDEO		
A61	SS-03-A	2	EA	complete in place per LS for	\$ 5,000.00	\$ 10,000.00
				POST CONSTRUCTION AND VIDEO		
A62	SS-03-B	1	EA	complete in place per LS for	\$ 1,000.00	\$ 1,000.00
				WATER QUALITY POND A, SPLITTER BOX		
				AND WEIR		
A63	SS-04-A	1	LS	complete in place per LS for	\$ 43,000.00	\$ 43,000.00
				WATER QUALITY POND B, SPLITTER BOX		
				AND WEIR		
A64	SS-04-B	1	LS	complete in place per LS for	\$ 19,800.00	\$ 19,800.00
				WATER QUALITY POND C, SPLITTER		
				BOX AND WEIR		
A65	SS-04-C	1	LS	complete in place per MO for	\$ 19,000.00	\$ 19,000.00

B. SUBTOTAL ADDITIVE ALTERNATE "A" TUSCANY WAY

\$1,526,702.2

Note: The Travis County Commissioner's Court Reserves the right to reject any and all bids at their sole discretion.

Contract No. B090179-JW, Ferguson lane-Tuscany Way Connector Project

TAX EXEMPT \$ 610,680.88 NON-TAX EXEMPT TOTAL

\$ 916,021.32

Tax exempt costs are the total cost of materials incorporated into the project or completely consumed at the job site and services required by or integral to the performance of the

Non-Tax exempt costs are all other charges, including the cost of labor, overhead, and materials which do not become part of the project or are not completely consumed at the job site.

NOTE: The sum of the tax exempt and non-tax exempt costs must equal the Total Base Bid Amount.

*indicates TxDOT Standard Specification Item.

CONNECTOR:

\$1,526,702.20
(Figures)

ONE MILLION FIVE HUNDRED TWENTY SIX THOUSAND
SEVEN HUNDRED TWO DOLLARS AND 20/100 CENTS

Cents

Amount)

Please note the following listed abbreviations used for proposed units:

CY = Cubic Yard LF = Linear Foot STA = Stations AC = Acre EA = Each SY = Square Yards
GAL =Gallon LS = Lump Sum SF =Square Feet TON = Ton MO= Month

C. ADDITIVE ALTERNATE "B" WATERLINE						
Bid Item No.	Spec Item No.	Approx. Quantity	Unit	Item Description	Unit Price	Amount
B1	504S-3W	7	EA	ADJUSTING WATER VALVE BOX TO GRADE complete in place per EA for	\$ 450.00	\$ 3,150.00
B2	505S-A	20	LF	CONCRETE ENCASEMENT FOR 16" DIA. PIPE complete in place per LF for	\$ 100.00	\$ 2,000.00
B3	509S-1	280	LF	TRENCH EXCAVATION SAFETY PROTECTIVE SYSTEMS complete in place per LF for	\$ 2.00	\$ 560.00
B4	510-A	190	LF	PIPE DI 250 DIA 16" ALL DEPTHS INCLUDING EXCAVATION AND BACKFILL complete in place per LF for	\$ 50.00	\$ 9,500.00
B5	510-A	36	LF	PIPE DI 350 DIA 12" ALL DEPTHS INCLUDING EXCAVATION AND BACKFILL complete in place per LF for	\$ 45.00	\$ 1,620.00
				PIPE DI 350 DIA 6" ALL DEPTHS INCLUDING EXCAVATION AND BACKFILL		

B6	510-A	34	LF	complete in place per LF for	\$ 25.00	\$ 850.00
B7	510-K	1.50	TN	DUCTILE IRON FITTINGS 4" - 24" complete in place per TN for	\$ 4,500.00	\$ 6,750.00
				PRESSURE TAP 16" DIA X 6" DIA		
B8	510-IW	3	EA	complete in place per EA for	\$ 1,500.00	\$ 4,500.00
B9	510-JW	2	EA	WET CONNECTION 16" DIA X 16" DIA complete in place per EA for	\$ 4,000.00	\$ 8,000.00
B10	510-JW	1	EA	WET CONNECTION 12" DIA X 12" DIA complete in place per CY for	\$ 3,000.00	\$ 3,000.00
				REFLECTORIZED PAVEMENT MARKER TY II -BB		
B11	511S-C	3	EA	complete in place per CY for	\$ 5.00	\$ 15.00
				IRON BODY RESILIENT SEATED GATE VALVE 16" DIAMETER		
B12	511S-R	2	EA	complete in place per EA for	\$ 6,000.00	\$ 12,000.00
				IRON BODY RESILIENT SEATED GATE VALVE 12" DIAMETER		
B13	511S-R	2	EA	complete in place per EA for	\$ 2,400.00	\$ 4,800.00
				IRON BODY RESILIENT SEATED GATE VALVE 6" DIAMETER		
B14	511S-R	3	EA	complete in place per SY for	\$ 750.00	\$ 2,250.00
B15	511S-B	2	EA	FIRE HYDRANT complete in place per EA for	\$ 2,500.00	\$ 5,000.00
B16	511S-E	1	EA	DRAIN VALVE ASSEMBLY complete in place per EA for	\$ 2,500.00	\$ 2,500.00
				SALVAGE EXISTING FIRE HYDRANT ASSEMBLY		
B17	511S-BSA	2	EA	complete in place per EA for	\$ 2,500.00	\$ 5,000.00
				DEBRIS CAP		
B18	511S-DC	11	EA	complete in place per EA for	\$ 500.00	\$ 5,500.00

C. SUBTOTAL ADDITIVE ALTERNATE "B" WATERLINE BID AMOUNT ITEMS \$76,995.00

Note: The Travis County Commissioner's Court Reserves the right to reject any and all bids at their sole discretion.

CONTRACT NO. B090179-JW, FERGUSON LANE-TUSCANY WAY CONNECTOR PROJECT

C. ADDITIVE ALTERNATE "B" WATERLINE

TAX EXEMPT \$ 30,798.00 NON-TAX EXEMPT TOTAL \$ 46,197.00

Tax exempt costs are the total cost of materials incorporated into the project or completely consumed at the job site and services required by or integral to the performance of the project.

Non-Tax exempt costs are all other charges, including the cost of labor, overhead, and materials which do not become part of the project or are not completely consumed at the job site.

Amount.

C. ADDITIVE ALTERNATE "B" WATERLINE

\$76,995.00

SEVENTY SIX THOUSAND NINE HUNDRED NINETY FIVE
DOLLARS AND NO/100

Cents

Amount)

Please note the following listed abbreviations used for proposed units:

CY = Cubic Yard LF = Linear Foot STA = Stations AC = Acre EA = Each SY = Square Yards
GAL =Gallon LS = Lump Sum SF =Square Feet TON = Ton MO= Month

BID TABULATION SUMMARY TABLE

FERGUSON LANE/TUSCANY WAY CONNECTOR PROJECT

IFB#: B070179-JW

CONTRACT #: 07K00179JW

ID	ITEM	DESCRIPTION	AMOUNT
A	BASE	FERGUSON LANE BASE BID	\$ 881,033.55
B	ADDITIVE ALTERNATE	TUSCANY WAY EXTENSION	\$ 1,526,702.20
C	ADDITIVE ALTERNATE	WATERLINE MODIFICATION	\$ 76,995.00
D		TOTAL AMOUNT BID	\$ 2,484,730.75

TAX EXEMPT	\$ 993,892.30	NON-TAX EXEMPT TOTAL	\$ 1,490,838.45
------------	---------------	----------------------	-----------------

Tax exempt costs are the total cost of materials incorporated into the project or completely consumed at the job site and services required by or integral to the performance of the Contract.

Non-Tax exempt costs are all other charges, including the cost of labor, overhead, and materials which do not become part of the project or are not completely consumed at the job site.

NOTE: The sum of the tax exempt and non-tax exempt costs must equal the Total Base Bid Amount.

Total Bid Amount	\$2,484,730.75
------------------	----------------

(Figures)

TWO MILLION FOUR HUNDRED EIGHTY FOUR THOUSAND
SEVEN HUNDRED THIRTY DOLLARS AND 75/100 CENTS

Cents

Amount)

BASE BID

The Bidder is (check one of the following and insert information requested),

- ☒ A. A corporation organized and existing under the laws of the State of Texas; or
- ☐ B. A partnership organized and existing under the laws of the State of _____; or
- ☐ C. An individual doing business under an assumed name registered under the laws of the State of _____:

Has complied with Instructions to Bidders, examined the Bidding Documents dated FEBRUARY 2009 is familiar with all the conditions relating to the proposed project, and has received Addenda Numbers 1 through 1, and has included their provisions in the Bid upon these premises. The Bidder hereby proposes to furnish all labor, materials, services, permits, machinery, tools, supplies, bonds, overhead and profit required for or incidental to full and final completion of the FERGUSON LANE-TUSCANY WAY CONNECTOR ROAD & DRAINAGE IMPROVEMENTS PROJECT in accordance with the Notice to Bidders and Instructions within the time set forth herein for a Stipulated Lump Sum Price including Contractor's fee in the amount of: \$2,484,730.25

ATTACHMENTS

The undersigned has attached the following, which are a condition of the bid:

1. Attachment 4: Ethics Affidavit-Statement of Compliance with the Travis County Ethics Policy (including: Exhibit A: List of Key Contracting Persons and Exhibit B: Contractor Acknowledgement)
2. Attachment 5: Safety Record Questionnaire
3. Attachment 6: Storm water Pollution Prevention Plan Compliance Agreement
4. Attachment 7: Environmental Compliance and Safety Record Questionnaire
5. Attachment 8: HUB Subcontracting Participation Declaration Form
6. Attachment 9: Determination of Good Faith Effort Checklist
7. Attachment 15: Certificate of Secretary (if Bidder is a corporation)
8. Bid Guaranty (Bid Bond or casher's check) Certification

SIGNATURES

A. IF BIDDER IS AN INDIVIDUAL:

By: _____
(Signature of individual authorized to sign) (Printed name of individual)

Doing Business as: _____

Business Address _____

Telephone No: _____

Submitted on: _____, 20__

B. IF BIDDER IS A PARTNERSHIP:

By: _____
(Signature of person(s) authorized to sign) (Printed name of person(s))

(General partner) _____

(General partner) _____

(General partner) _____

Business Address _____

Telephone No: _____

Submitted on: _____, 20__

C. IF BIDDER IS A CORPORATION:

By: Ross Construction Inc
(Corporation name)

Texas
(State of incorporation)

By: Ned Ross - Pres.
(Signature of person authorized to sign)

Ned Ross - Pres.
(Printed name of person authorized to sign)

President
(title)

Corporate seal

Attest: Ned Ross - Sec.

(Secretary)

Business Address P.O. Box 93188 Austin, TX 78709

Telephone No: (512) 288-5344

Submitted on: March 18, 2009

Last Updated 5-8-09 at 2:35pm

From: Jon White
To: Rosenthal, Jonas
CC: N'Jie, Chiddi; Walker, Jason
Date: 3/25/2009 10:17 AM
Subject: Fwd: Re: Ross Construction
Attachments: TCEQ Docket 2008-1290-WQ-E.pdf

Aha!! Thanks Jonas.

I found the agreed order. See attached.

I believe I have also seen a copy of the NOV somewhere

Unless something else comes up in the compliance history that is problematic, we should be able to say OK. BUT I suggest that we (the project manager - I think it is Chiddi in this case) monitor them closely to ensure they are complying with all storm water NOI and SWP3 requirements AND that they pay particular attention to best management practices.

JW

>>> Jonas Rosenthal 3/24/2009 3:20 PM >>>
FYI, see attached message.

I'm still waiting for the compliance history.

-Jonas

Last Updated 5-8-09 at 2:35pm

From: "Julie Pevehouse" <JPevhou@tceq.state.tx.us>
To: "Jonas Rosenthal" <Jonas.Rosenthal@co.travis.tx.us>, "Kathy Roecker" <KR...
Date: 3/24/2009 3:09 PM
Subject: Re: Ross Construction

Hello-

I issued a violation to Ross Construction in May 2008 at The Reserve at Lake Travis. The citation was for failure to obtain permit coverage (they had a plan, but the filing of the NOI slipped through the cracks) and an unauthorized discharge of sediment associated with clearing activities. The violations were referred to enforcement and I believe everything has cleared.

Thanks

Julie K. Pevehouse
Environmental Investigator
Austin Region Water Program
Texas Commission on Environmental Quality
2800 South IH 35, Suite 100
Austin, TX 78704
office: (512) 339-2929
fax: (512) 339-3795

>>> "Jonas Rosenthal" <Jonas.Rosenthal@co.travis.tx.us> 3/24/2009 2:36 PM >>>

Kathy,

I'm attempting to verify that a citation was written by TCEQ to Ross Construction at a site that is now the Reserve at Bee Creek Road and Thurman Bend in West Travis county. I do not know how long ago this occurred. Randy Delgado was the project manager. He said that LCRA noticed that they didn't have proper ESCs when they were clearing cedar off of the property at the request of the original property owner. According to Randy, TCEQ came out and gave them a citation. Does this ring a bell?

I hope all is well.

Best,
Jonas

Jonas Rosenthal
Investigator
Civil Environmental Enforcement
Travis County Transportation &
Natural Resources
1010 Lavaca, Suite 315, Austin, Texas 78701
P.O. Box 1748, Austin, Texas 78767-1748
Office: 512-854-7219
Fax: 512-854-6474

ATTACHMENT 5

SAFETY RECORD QUESTIONNAIRE

(must be submitted with bid form)

The Travis County Commissioners Court desires to avail itself of the benefits of Section 262.0275 of the Local Government Code, and thereby consider the safety records of potential contractors prior to awarding bids on County contracts. Pursuant to Section 262.0275 of the Local Government Code, Travis County has adopted the following written definition and criteria for accurately determining the safety record of a bidder prior to awarding bids on County contracts.

The definition and criteria for determining the safety record of a bidder for this consideration shall be:

If the bidder in response to the questions in this Questionnaire reveals more than two (2) cases in which final orders have been entered by the Occupational Safety and Health Review Commission (OSHRC) against the bidder for serious violations of OSHA regulations within the past three (3) years, County will, at its discretion, determine whether to disqualify the bidder.

If the bidder in response to the questions in this Questionnaire reveals more than one (1) case in which bidder has received a citation from an environmental protection agency for violations within the past five (5) years, County will, at its discretion, determine whether to disqualify the bidder. Environmental Protection Agencies include the U.S. Army Corps of Engineer (USACOE), the U.S. Fish and Wildlife Service (USFWS), the Environmental Protection Agency (EPA), the Texas Commission on Environmental Quality (TCEQ) and its predecessor agency, the Texas Natural Resource Conservation Commission (TNRCC), the Texas Department of State Health Services and its predecessor agency, the Texas Department of Health, and the Texas Parks and Wildlife Department (TPWD), the Structural Pest Control Board (SPCB), agencies of local governments responsible for enforcing environmental protection laws or regulations, and similar regulatory agencies of other states of the United States. Citations include notices of violation, notices of enforcement, suspensions/revocations of state or federal licenses or registrations, fines assessed pending criminal complaints, indictments, convictions, deferred adjudications, administrative orders, draft orders, final orders, judicial final judgements. Notices of Violations and Notices of Enforcement received from TCEQ includes those classified as major violations and moderate violations under TCEQ's regulations for documentation of Compliance History, 30 TEX. ADMIN. CODE sec. 60.2(c)(1) and (2).

If the bidder in response to the questions in this Questionnaire reveals that the bidder has been convicted of or received deferred adjudication for a criminal offense within the past ten (10) years which resulted in serious bodily harm or death, County will determine whether to disqualify the bidder.

In order to obtain proper information from bidders so that Travis County may consider the safety records of potential contractors prior to awarding bids on County contracts, Travis County requires that bidders answer the following three (3) questions and submit them with their bids:

IFB No. B090179-JW
FERGUSON LANE-TUSCANY WAY CONNECTOR

III. Bid Requirements
B. Attachments

QUESTION ONE

Has the bidder, or the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation, partnership, or institution, received citations for violations of OSHA within the past three (3) years?

YES _____ NO ✓

If the bidder has indicated YES for question number one above, the bidder must provide to Travis County, with its bid submission, the following information with respect to each such citation:

Date of offense, location of establishment inspected, category of offense, final disposition of offense, if any, and penalty assessed.

QUESTION TWO

Has the bidder, or the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation, partnership, or institution, received citations for violations of environmental protection laws or regulations within the past five years? Citations include notice of violation, notice of enforcement, suspension/revocations of state or federal licenses, or registrations, fines assessed pending criminal complaints, indictments, deferred adjudications, convictions, administrative orders, draft orders, final orders, and final judgements. Notices of Violations and Notices of Enforcement received from TCEQ shall include those classified as major violations and moderate violations under TCEQ's regulations for documentation of Compliance History, 30 TEX. ADMIN. CODE sec. 60.2(c)(1) and (2).

YES ✓ NO _____

If the bidder has indicated YES for question number two above, the bidder must provide to Travis County, with its bid submission, the following information with respect to each such citation:

Date of offense, location where offense occurred, type of offense, final disposition of offense, if any, and penalty assessed. *4/08, Thurman Bend Rd, Temporary Emission Control, Fine.*

QUESTION THREE

Has the bidder, or the firm, corporation, partnership, or institution represented by bidder, or anyone acting for such firm, corporation, partnership, or institution, ever been convicted or received deferred adjudication, within the past ten (10) years, for a criminal offense which resulted in serious bodily injury or death?

YES _____ NO ✓

If the bidder has indicated YES for question number three above, the bidder must provide to Travis County, with its bid submission, the following information with respect to each such conviction or deferred adjudication:

Date of offense, location where offense occurred, type of offense, final disposition of offense, in any, and penalty assessed.

ACKNOWLEDGEMENT

THE STATE OF TEXAS
COUNTY OF TRAVIS

I certify that I have made no willful misrepresentations in this Questionnaire and that I have not withheld any information in my statements and answers to questions. I am aware that the information given by me in this questionnaire will be investigated, with my full permission, and that any misrepresentations or omissions may cause my bid to be rejected.

Signature

President
Title

ATTACHMENT 7

ENVIRONMENTAL COMPLIANCE AND SAFETY RECORD

Pursuant to Sections 262.0275 and 271.0275 of the Texas Local Government Code, the County shall consider the environmental compliance/safety record of the Bidders and may determine at its reasonable discretion the disqualification of any Bidder which in response to the following question reveals more than two (2) or more violations, with the severity and nature of the violations to be considered in the determination.

Has the Bidder, or the firm, corporation, partnership, or institution represented by Bidder, or anyone acting for such firm, corporation, partnership, or institution, received citations for violations of environmental laws within the past three years? Citations include, but are not limited to: notices of violation; suspensions/revocations of state/federal licenses or registrations; fines assessed; pending criminal complaints; indictments; convictions; deferred adjudications; administrative orders; draft orders; final orders; and final judgments. Any citations from the following agencies must be supplied: Environmental Protection Agency (EPA); Texas Commission on Environmental Quality or its past associated agencies such as the Texas Natural Resource Conservation Commission (TNRCC), the Texas Water Commission, and the Texas Air Control Board; and the Texas Department of State Health Services and its predecessor agency the Texas Department of Health. Also include any citations from environmental regulatory agencies of other states of the United States.

YES ✓ NO _____

If the Bidder has indicated YES, the Bidder shall provide to Travis County, with its bid submission, the following information with respect to each citation:

Date of Citation, location of establishment inspected, category of citation, final disposition of citation, and penalty assessed. 4/08, Johnson Road Rd, Tuscany Creek Control, Fine

IFB No. B090179-JW

FERGUSON LANE-TUSCANY WAY CONNECTOR

III. Bid Requirements

B. Attachments

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

I certify that I have made no willful misrepresentations in this Questionnaire and that I have not withheld any information in my statements and answers to questions. I am aware that the information given by me in this questionnaire will be investigated, with my full permission, and that any misrepresentations or omissions may cause my bid to be rejected.

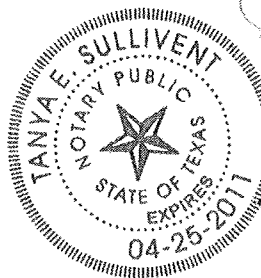
[Signature]
Signature

President
Title

ACKNOWLEDGMENT

BEFORE ME, the undersigned authority, on this day personally appeared, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this, the 18th day of March,
year 2009.



Tanya E. Sullivent
Notary Public in and for the
State of Texas

Tanya Sullivent
Printed Name of Notary
My Commission Expires 4/25/11

EXECUTIVE SUMMARY - ENFORCEMENT MATTER

Page 1 of 2

DOCKET NO.: 2008-1290-WQ-E **TCEQ ID:** RN105520431 **CASE NO.:** 36340**RESPONDENT NAME:** Ross Construction, Inc.

ORDER TYPE:		
<input checked="" type="checkbox"/> 1660 AGREED ORDER	<input type="checkbox"/> FINDINGS AGREED ORDER	<input type="checkbox"/> FINDINGS ORDER FOLLOWING SOAH HEARING
<input type="checkbox"/> FINDINGS DEFAULT ORDER	<input type="checkbox"/> SHUTDOWN ORDER	<input type="checkbox"/> IMMINENT AND SUBSTANTIAL ENDANGERMENT ORDER
<input type="checkbox"/> AMENDED ORDER	<input type="checkbox"/> EMERGENCY ORDER	
CASE TYPE:		
<input type="checkbox"/> AIR	<input type="checkbox"/> MULTI-MEDIA (check all that apply)	<input type="checkbox"/> INDUSTRIAL AND HAZARDOUS WASTE
<input type="checkbox"/> PUBLIC WATER SUPPLY	<input type="checkbox"/> PETROLEUM STORAGE TANKS	<input type="checkbox"/> OCCUPATIONAL CERTIFICATION
<input checked="" type="checkbox"/> WATER QUALITY	<input type="checkbox"/> SEWAGE SLUDGE	<input type="checkbox"/> UNDERGROUND INJECTION CONTROL
<input type="checkbox"/> MUNICIPAL SOLID WASTE	<input type="checkbox"/> RADIOACTIVE WASTE	<input type="checkbox"/> DRY CLEANER REGISTRATION
<p>SITE WHERE VIOLATION(S) OCCURRED: The Reserve at Lake Travis, located off Thurman Bend Road, approximately 300 feet north of the intersection of Thurman Bend Road and Sandcastle Drive, Spicewood, Travis County</p> <p>TYPE OF OPERATION: Residential construction site</p> <p>SMALL BUSINESS: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>OTHER SIGNIFICANT MATTERS: A complaint was received April 11, 2008, alleging that sediment from construction, slurry from drilling, and material from burn piles were entering on-site dry creeks. Also, it was alleged that no practices were in place to prevent discharge into Lake Travis. There is no record of additional pending enforcement actions regarding this facility location.</p> <p>INTERESTED PARTIES: A complaint was received, but the complainant has not expressed a desire to protest this action or to speak at Agenda.</p> <p>COMMENTS RECEIVED: The <i>Texas Register</i> comment period expired on December 8, 2008. No comments were received.</p> <p>CONTACTS AND MAILING LIST: TCEQ Attorney/SEP Coordinator: None TCEQ Enforcement Coordinator: Ms. Lanae Foard, Enforcement Division, Enforcement Team 1, MC 169, (512) 239-2554; Mr. Bryan Sinclair, Enforcement Division, MC 219, (512) 239-2171 Respondent: Mr. Ned Ross, Owner/President, Ross Construction, Inc., P.O. Box 93188, Austin, Texas 78709 Respondent's Attorney: Not represented by counsel on this enforcement matter</p>		

VIOLATION SUMMARY CHART:

VIOLATION INFORMATION	PENALTY CONSIDERATIONS	CORRECTIVE ACTIONS TAKEN/REQUIRED
Type of Investigation: <input checked="" type="checkbox"/> Complaint <input type="checkbox"/> Routine <input type="checkbox"/> Enforcement Follow-up <input type="checkbox"/> Records Review Date(s) of Complaints Relating to this Case: April 11, 2008 Date of Investigation Relating to this Case: May 2 and 22, 2008 Date of NOV/NOE Relating to this Case: July 14, 2008 (NOE) Background Facts: This was a complaint investigation. WATER 1) Failure to obtain authorization to discharge storm water associated with construction activities [30 TEX. ADMIN. CODE § 281.25(a)(4) and 40 CODE OF FEDERAL REGULATIONS § 122.26(c)]. 2) Failure to prevent the unauthorized discharge of sediment into or adjacent to water in the state. Specifically, the investigator observed a silt fence leaning backward with a sediment discharge path leading to a drainage conveyance 200 feet from the property, fallen trees along the bank of the lake and a sediment path to the lake, and in the commercial area, topsoil and debris accumulation were observed along the rock bank and in the water from storm water flow [TEX. WATER CODE § 26.121(a)].	Total Assessed: \$1,500 Total Deferred: \$300 <input checked="" type="checkbox"/> Expedited Settlement <input type="checkbox"/> Financial Inability to Pay SEP Conditional Offset: \$0 Total Paid to General Revenue: \$1,200 Site Compliance History Classification <input type="checkbox"/> High <input type="checkbox"/> Average <input type="checkbox"/> Poor Person Compliance History Classification <input type="checkbox"/> High <input checked="" type="checkbox"/> Average <input type="checkbox"/> Poor Major Source: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Applicable Penalty Policy: September 2002	Corrective Actions Taken: The Executive Director recognizes that the Respondent has implemented the following corrective measures at the Site: a. On May 20, 2008, obtained authorization to discharge storm water under Texas Pollutant Discharge Elimination System Storm Water Construction General Permit No. TXR15KQ19; and b. On May 28, 2008, submitted written and photographic documentation of best management practices installed to prevent further discharges of sediment and debris into water in the state.

Additional ID No(s): TXR15KQ19



Policy Revision 2 (September 2002)

Penalty Calculation Worksheet (PCW)

PCW Revision June 12, 2008

TCEQ

DATES	Assigned	4-Aug-2008	Screening	7-Aug-2008	EPA Due	
	PCW	15-Aug-2008				

RESPONDENT/FACILITY INFORMATION	
Respondent	Ross Construction, Inc.
Reg. Ent. Ref. No.	RN105520431
Facility/Site Region	11-Austin
Major/Minor Source	Minor

CASE INFORMATION			
Enf./Case ID No.	36340	No. of Violations	2
Docket No.	2008-1290-WQ-E	Order Type	1660
Media Program(s)	Water Quality	Government/Non-Profit	No
Multi-Media		Enf. Coordinator	Lanae Foard
		EC's Team	Enforcement Team 1
Admin. Penalty \$ Limit Minimum	\$0	Maximum	\$10,000

Penalty Calculation Section

TOTAL BASE PENALTY (Sum of violation base penalties)	Subtotal 1	\$2,000
---	-------------------	---------

ADJUSTMENTS (+/-) TO SUBTOTAL 1

Subtotals 2-7 are obtained by multiplying the Total Base Penalty (Subtotal 1) by the indicated percentage.

Compliance History	0.0% Enhancement	Subtotals 2, 3, & 7	\$0
---------------------------	------------------	--------------------------------	-----

Notes	No adjustment due to no compliance history.
--------------	---

Culpability	No	0.0% Enhancement	Subtotal 4	\$0
--------------------	----	------------------	-------------------	-----

Notes	The Respondent does not meet the culpability criteria.
--------------	--

Good Faith Effort to Comply Total Adjustments	Subtotal 5	\$500
--	-------------------	-------

Economic Benefit	0.0% Enhancement	Subtotal 6	\$0
-------------------------	------------------	-------------------	-----

Total EB Amounts	\$12
Approx. Cost of Compliance	\$3,600

*Capped at the Total EB \$ Amount

SUM OF SUBTOTALS 1-7	Final Subtotal	\$1,500
-----------------------------	-----------------------	---------

OTHER FACTORS AS JUSTICE MAY REQUIRE	0.0%	Adjustment	\$0
---	------	-------------------	-----

Reduces or enhances the Final Subtotal by the indicated percentage.

Notes	
--------------	--

Final Penalty Amount	\$1,500
-----------------------------	---------

STATUTORY LIMIT ADJUSTMENT	Final Assessed Penalty	\$1,500
-----------------------------------	-------------------------------	---------

DEFERRAL	20.0%	Reduction	Adjustment	-\$300
-----------------	-------	-----------	-------------------	--------

Reduces the Final Assessed Penalty by the indicated percentage. (Enter number only; e.g. 20 for 20% reduction.)

Notes	
--------------	--

Deferral offered for expedited settlement.
--

PAYABLE PENALTY	\$1,200
------------------------	---------

Screening Date 7-Aug-2008

Docket No. 2008-1290-WQ-E

PCW

Respondent Ross Construction, Inc.

Policy Revision 2 (September 2002)

Case ID No. 36340

PCW Revision June 12, 2008

Reg. Ent. Reference No. RN105520431

Media [Statute] Water Quality

Enf. Coordinator Lanae Foard

Compliance History Worksheet

>> Compliance History Site Enhancement (Subtotal 2)

Component	Number of...	Enter Number Here	Adjust.
NOVs	Written NOVs with same or similar violations as those in the current enforcement action (number of NOVs meeting criteria)	0	0%
	Other written NOVs	0	0%
Orders	Any agreed final enforcement orders containing a denial of liability (number of orders meeting criteria)	0	0%
	Any adjudicated final enforcement orders, agreed final enforcement orders without a denial of liability, or default orders of this state or the federal government, or any final prohibitory emergency orders issued by the commission	0	0%
Judgments and Consent Decrees	Any non-adjudicated final court judgments or consent decrees containing a denial of liability of this state or the federal government (number of judgements or consent decrees meeting criteria)	0	0%
	Any adjudicated final court judgments and default judgments, or non-adjudicated final court judgments or consent decrees without a denial of liability, of this state or the federal government	0	0%
Convictions	Any criminal convictions of this state or the federal government (number of counts)	0	0%
Emissions	Chronic excessive emissions events (number of events)	0	0%
Audits	Letters notifying the executive director of an intended audit conducted under the Texas Environmental, Health, and Safety Audit Privilege Act, 74th Legislature, 1995 (number of audits for which notices were submitted)	0	0%
	Disclosures of violations under the Texas Environmental, Health, and Safety Audit Privilege Act, 74th Legislature, 1995 (number of audits for which violations were disclosed)	0	0%

Please Enter Yes or No

Other	Environmental management systems in place for one year or more	No	0%
	Voluntary on-site compliance assessments conducted by the executive director under a special assistance program	No	0%
	Participation in a voluntary pollution reduction program	No	0%
	Early compliance with, or offer of a product that meets future state or federal government environmental requirements	No	0%

Adjustment Percentage (Subtotal 2) 0%

>> Repeat Violator (Subtotal 3)

N/A

Adjustment Percentage (Subtotal 3) 0%

>> Compliance History Person Classification (Subtotal 7)

Average Performer

Adjustment Percentage (Subtotal 7) 0%

>> Compliance History Summary

Compliance
History
Notes

No adjustment due to no compliance history.

Total Adjustment Percentage (Subtotals 2, 3, & 7) 0%

Screening Date 7-Aug-2008		Docket No. 2008-1290-WQ-E		PCW	
Respondent Ross Construction, Inc.		<small>Policy Revision 2 (September 2002)</small>			
Case ID No. 36340		<small>PCW Revision June 12, 2008</small>			
Reg. Ent. Reference No. RN105520431					
Media [Statute] Water Quality					
Enf. Coordinator Lanae Foard					
Violation Number		<input type="text" value="1"/>			
Rule Cite(s)		<input type="text" value="30 Tex. Admin. Code § 281.25(a)(4) and 40 Code of Federal Regulations § 122.26(c)"/>			
Violation Description		<input type="text" value="Failed to obtain authorization to discharge storm water associated with construction activities."/>			
Base Penalty					<input type="text" value="\$10,000"/>

>> Environmental, Property and Human Health Matrix

OR	Harm					
	Release	Major	Moderate	Minor		
	Actual	<input type="text"/>	<input type="text"/>	<input type="text"/>		
	Potential	<input type="text"/>	<input type="text"/>	<input type="text"/>	Percent	<input type="text" value="0%"/>

>>> Programmatic Matrix

		Falsification			Major			Moderate			Minor				
		<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>			
		<input type="text" value="100% of the rule requirement was not met."/>												Percent	<input type="text" value="10%"/>

Matrix Notes

Adjustment

Violation Events

Number of Violation Events	<input type="text" value="1"/>		<input type="text" value="18"/>	Number of violation days
----------------------------	--------------------------------	--	---------------------------------	--------------------------

<small>mark only one with an x</small>	daily	<input type="text"/>
	monthly	<input type="text" value="x"/>
	quarterly	<input type="text"/>
	semiannual	<input type="text"/>
	annual	<input type="text"/>
	single event	<input type="text"/>

Violation Base Penalty

One monthly event is recommended from the beginning date of investigation (May 2, 2008) to the date of compliance (May 20, 2008).

Good Faith Efforts to Comply

		25.0% Reduction			\$250
		<small>Before NOV</small>	<small>NOV to EDRP/Settlement Offer</small>		
Extraordinary	<input type="text"/>	<input type="text"/>	<input type="text"/>		
Ordinary	<input type="text" value="x"/>	<input type="text"/>	<input type="text"/>		
N/A	<input type="text"/>	<small>(mark with x)</small>			
Notes	<input type="text" value="The Respondent came into compliance on May 20, 2008."/>				

Violation Subtotal

Economic Benefit (EB) for this violation	Statutory Limit Test
Estimated EB Amount <input type="text" value="\$7"/>	Violation Final Penalty Total <input type="text" value="\$750"/>
This violation Final Assessed Penalty (adjusted for limits) <input type="text" value="\$750"/>	

Economic Benefit Worksheet

Respondent: Ross Construction, Inc.

Case ID No.: 36340

Reg. Ent. Reference No.: RN105520431

Media: Water Quality

Violation No.: 1

Percent Interest	Years of Depreciation
5.0	15

Item Description	Item Cost	Date Required	Final Date	Yrs	Interest Saved	Onetime Costs	EB Amount
No commas or \$							

Delayed Costs

Equipment				0.00	\$0	\$0	\$0
Buildings				0.00	\$0	\$0	\$0
Other (as needed)				0.00	\$0	\$0	\$0
Engineering/construction	\$2,000	2-May-2008	20-May-2008	0.05	\$0	\$7	\$7
Land				0.00	\$0	n/a	\$0
Record Keeping System				0.00	\$0	n/a	\$0
Training/Sampling				0.00	\$0	n/a	\$0
Remediation/Disposal				0.00	\$0	n/a	\$0
Permit Costs	\$100	2-May-2008	20-May-2008	0.05	\$0	n/a	\$0
Other (as needed)				0.00	\$0	n/a	\$0

Notes for DELAYED costs

Estimated cost to obtain a storm water permit and to develop and implement a storm water pollution prevention plan. Date required is the date of the investigation. Final date is the date of compliance.

Avoided Costs

ANNUALIZE [1] avoided costs before entering item (except for one-time avoided costs)

Disposal				0.00	\$0	\$0	\$0
Personnel				0.00	\$0	\$0	\$0
Inspection/Reporting/Sampling				0.00	\$0	\$0	\$0
Supplies/equipment				0.00	\$0	\$0	\$0
Financial Assurance [2]				0.00	\$0	\$0	\$0
ONE-TIME avoided costs [3]				0.00	\$0	\$0	\$0
Other (as needed)				0.00	\$0	\$0	\$0

Notes for AVOIDED costs

Approx. Cost of Compliance

\$2,100

TOTAL

\$7

Screening Date 7-Aug-2008		Docket No. 2008-1290-WQ-E		PCW
Respondent Ross Construction, Inc.		<small>Policy Revision 2 (September 2002)</small>		
Case ID No. 36340		<small>PCW Revision June 12, 2008</small>		
Reg. Ent. Reference No. RN105520431				
Media [Statute] Water Quality				
Enf. Coordinator Lanae Foard				
Violation Number		<input type="text" value="2"/>		
Rule Cite(s)		<input type="text" value="Tex. Water Code § 26.121(a)"/>		
Violation Description		Failed to prevent the unauthorized discharge of sediment into or adjacent to water in the state. Specifically, during the May 2, 2008 investigation, the investigator observed a silt fence leaning backward with a sediment discharge path leading to a drainage conveyance 200 feet from the property, fallen trees along the bank of the lake and a sediment path to the lake, and in the commercial area, topsoil and debris accumulation were observed along the rock bank and in the water from storm water flow.		
Base Penalty				<input type="text" value="\$10,000"/>

>> Environmental, Property and Human Health Matrix				
OR	Harm			
	Release	Major	Moderate	Minor
	Actual	<input type="text"/>	<input type="text"/>	<input checked="" type="checkbox"/>
	Potential	<input type="text"/>	<input type="text"/>	<input type="text"/>
				Percent <input type="text" value="10%"/>

>> Programmatic Matrix				
Matrix Notes	Falsification			
	Major	Moderate	Minor	
	<input type="text"/>	<input type="text"/>	<input type="text"/>	
	<input type="text"/>	<input type="text"/>	<input type="text"/>	
				Percent <input type="text" value="0%"/>
Human health or the environment has been exposed to insignificant amounts of pollutants as a result of this violation.				
Adjustment				<input type="text" value="\$9,000"/>
				<input type="text" value="\$1,000"/>

Violation Events				
Number of Violation Events		<input type="text" value="1"/>	Number of violation days	
		<input type="text" value="26"/>		
mark only one with an x	daily	<input type="text"/>		
	monthly	<input type="text"/>		
	quarterly	<input checked="" type="checkbox"/>		
	semiannual	<input type="text"/>		
	annual	<input type="text"/>		
	single event	<input type="text"/>		
One quarterly event is recommended from the beginning date of investigation (May 2, 2008) to the date of compliance (May 28, 2008).				
Violation Base Penalty				<input type="text" value="\$1,000"/>

Good Faith Efforts to Comply		25.0% Reduction	<input type="text" value="\$250"/>
	Before NOV	NOV to EDRP/Settlement Offer	
Extraordinary	<input type="text"/>	<input type="text"/>	
Ordinary	<input checked="" type="checkbox"/>	<input type="text"/>	
N/A	<input type="text"/>	(mark with x)	
Notes: The Respondent came into compliance on May 28, 2008.			
Violation Subtotal			<input type="text" value="\$750"/>

Economic Benefit (EB) for this violation		Statutory Limit Test	
Estimated EB Amount	<input type="text" value="\$5"/>	Violation Final Penalty Total	<input type="text" value="\$750"/>
		This violation Final Assessed Penalty (adjusted for limits)	<input type="text" value="\$750"/>

Economic Benefit Worksheet

Respondent: Ross Construction, Inc.
Case ID No.: 36340
Reg. Ent. Reference No.: RN105520431
Media: Water Quality
Violation No.: 2

Percent Interest	Years of Depreciation
5.0	15

Item Description	Item Cost	Date Required	Final Date	Yrs	Interest Saved	Onetime Costs	EB Amount
No commas or \$							

Delayed Costs

Equipment				0.00	\$0	\$0	\$0
Buildings				0.00	\$0	\$0	\$0
Other (as needed)				0.00	\$0	\$0	\$0
Engineering/construction				0.00	\$0	\$0	\$0
Land				0.00	\$0	n/a	\$0
Record Keeping System				0.00	\$0	n/a	\$0
Training/Sampling				0.00	\$0	n/a	\$0
Remediation/Disposal	\$1,500	2-May-2008	28-May-2008	0.07	\$5	n/a	\$5
Permit Costs				0.00	\$0	n/a	\$0
Other (as needed)				0.00	\$0	n/a	\$0

Notes for DELAYED costs

Estimated cost to implement Best Management Practices to prevent the discharge of sediments into or adjacent to water of the state. Date required is the date of the investigation. Final date is the date documentation of installation of Best Management Practices was submitted.

Avoided Costs

ANNUALIZE [1] avoided costs before entering item (except for one-time avoided costs)

Disposal				0.00	\$0	\$0	\$0
Personnel				0.00	\$0	\$0	\$0
Inspection/Reporting/Sampling				0.00	\$0	\$0	\$0
Supplies/equipment				0.00	\$0	\$0	\$0
Financial Assurance [2]				0.00	\$0	\$0	\$0
ONE-TIME avoided costs [3]				0.00	\$0	\$0	\$0
Other (as needed)				0.00	\$0	\$0	\$0

Notes for AVOIDED costs

Approx. Cost of Compliance

\$1,500

TOTAL

\$5

Compliance History

Customer/Respondent/Owner-Operator:	CN602548737	Ross Construction, Inc.	Classification: AVERAGE	Rating: 2.63
Regulated Entity:	RN105520431	THE RESERVE AT LAKE TRAVIS	Classification:	Site Rating:
ID Number(s):	STORMWATER	PERMIT	TXR15KQ19	
Location:	OFF THURMAN BEND ROAD, APPROXIMATELY 300 FEET NORTH OF THE INTERSECTION WITH SANDCASTLE DRIVE IN SPICEWOOD, TEXAS 78669			
TCEQ Region:	REGION 11 - AUSTIN			
Date Compliance History Prepared:	August 06, 2008			
Agency Decision Requiring Compliance History:	Enforcement			
Compliance Period:	August 06, 2003 to August 06, 2008			
TCEQ Staff Member to Contact for Additional Information Regarding this Compliance History				
Name:	Lanae Foard	Phone:	512-239-2554	

Site Compliance History Components

- | | |
|--|-----|
| 1. Has the site been in existence and/or operation for the full five year compliance period? | No |
| 2. Has there been a (known) change in ownership of the site during the compliance period? | No |
| 3. If Yes, who is the current owner? | N/A |
| 4. If Yes, who was/were the prior owner(s)? | N/A |
| 5. When did the change(s) in ownership occur? | N/A |

Components (Multimedia) for the Site :

- A. Final Enforcement Orders, court judgements, and consent decrees of the state of Texas and the federal government.

N/A

- B. Any criminal convictions of the state of Texas and the federal government.

N/A

- C. Chronic excessive emissions events.

N/A

- D. The approval dates of investigations. (CCEDS Inv. Track. No.)

1 07/31/2008 (680438)

- E. Written notices of violations (NOV). (CCEDS Inv. Track. No.)

- F. Environmental audits.

N/A

- G. Type of environmental management systems (EMSs).

N/A

- H. Voluntary on-site compliance assessment dates.

N/A

- I. Participation in a voluntary pollution reduction program.

N/A

- J. Early compliance.

N/A

Sites Outside of Texas

N/A

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY



**IN THE MATTER OF AN
ENFORCEMENT ACTION
CONCERNING
ROSS CONSTRUCTION, INC.
RN105520431**

§
§
§
§
§

**BEFORE THE

TEXAS COMMISSION ON

ENVIRONMENTAL QUALITY**

AGREED ORDER DOCKET NO. 2008-1290-WQ-E

I. JURISDICTION AND STIPULATIONS

At its _____ agenda, the Texas Commission on Environmental Quality ("the Commission" or "TCEQ") considered this agreement of the parties, resolving an enforcement action regarding Ross Construction, Inc. ("the Respondent") under the authority of TEX. WATER CODE chs. 7 and 26. The Executive Director of the TCEQ, through the Enforcement Division, and the Respondent appear before the Commission and together stipulate that:

1. The Respondent owns and operates a residential construction site located off Thurman Bend Road, approximately 300 feet north of the intersection of Thurman Bend Road and Sandcastle Drive in Spicewood, Travis County, Texas (the "Site").
2. The Respondent has caused, suffered, allowed or permitted the discharge of any waste or the performance of any activity in violation of TEX. WATER CODE ch. 26 or any rule, permit, or order of the Commission.
3. The Commission and the Respondent agree that the Commission has jurisdiction to enter this Agreed Order, and that the Respondent is subject to the Commission's jurisdiction.
4. The Respondent received notice of the violations alleged in Section II ("Allegations") on or about July 19, 2008.
5. The occurrence of any violation is in dispute and the entry of this Agreed Order shall not constitute an admission by the Respondent of any violation alleged in Section II ("Allegations"), nor of any statute or rule.
6. An administrative penalty in the amount of One Thousand Five Hundred Dollars (\$1,500) is assessed by the Commission in settlement of the violations alleged in Section II ("Allegations").

The Respondent has paid One Thousand Two Hundred Dollars (\$1,200) of the administrative penalty and Three Hundred Dollars (\$300) is deferred contingent upon the Respondent's timely and satisfactory compliance with all the terms of this Agreed Order. The deferred amount will be waived upon full compliance with the terms of this Agreed Order. If the Respondent fails to timely and satisfactorily comply with all requirements of this Agreed Order, the Executive Director may require the Respondent to pay all or part of the deferred penalty.

7. Any notice and procedures, which might otherwise be authorized or required in this action, are waived in the interest of a more timely resolution of the matter.
8. The Executive Director of the TCEQ and the Respondent have agreed on a settlement of the matters alleged in this enforcement action, subject to the approval of the Commission.
9. The Executive Director recognizes that the Respondent has implemented the following corrective measures at the Site:
 - a. On May 20, 2008, obtained authorization to discharge storm water under Texas Pollutant Discharge Elimination System Storm Water Construction General Permit No. TXR15KQ19; and
 - b. On May 28, 2008, submitted written and photographic documentation of best management practices installed to prevent further discharges of sediment and debris into water in the state.
10. The Executive Director may, without further notice or hearing, refer this matter to the Office of the Attorney General of the State of Texas ("OAG") for further enforcement proceedings if the Executive Director determines that the Respondent has not complied with one or more of the terms or conditions in this Agreed Order.
11. This Agreed Order shall terminate five years from its effective date or upon compliance with all the terms and conditions set forth in this Agreed Order, whichever is later.
12. The provisions of this Agreed Order are deemed severable and, if a court of competent jurisdiction or other appropriate authority deems any provision of this Agreed Order unenforceable, the remaining provisions shall be valid and enforceable.

II. ALLEGATIONS

As owner and operator of the Site, the Respondent is alleged to have:

1. Failed to obtain authorization to discharge storm water associated with construction activities, as documented during an investigation conducted on May 2 and 22, 2008, in violation of 30 TEX. ADMIN. CODE § 281.25(a)(4) and 40 CODE OF FEDERAL REGULATIONS § 122.26(c).
2. Failed to prevent the unauthorized discharge of sediment into or adjacent to water in the state, as documented during an investigation conducted on May 2 and 22, 2008, in violation of TEX. WATER CODE § 26.121(a). Specifically, the investigator observed a silt fence leaning backward with a sediment discharge path leading to a drainage conveyance 200 feet from the property,

fallen trees along the bank of the lake and a sediment path to the lake, and in the commercial area, topsoil and debris accumulation were observed along the rock bank and in the water from storm water flow.

III. DENIALS

The Respondent generally denies each allegation in Section II ("Allegations").

IV. ORDERING PROVISIONS

1. It is, therefore, ordered by the TCEQ that the Respondent pay an administrative penalty as set forth in Section I, Paragraph 6 above. The payment of this administrative penalty and the Respondent's compliance with all the terms and conditions set forth in this Agreed Order resolve only the allegations in Section II. The Commission shall not be constrained in any manner from requiring corrective action or penalties for violations which are not raised here. Administrative penalty payments shall be made payable to "TCEQ" and shall be sent with the notation "Re: Ross Construction, Inc., Docket No. 2008-1290-WQ-E" to:

Financial Administration Division, Revenues Section
Attention: Cashier's Office, MC 214
Texas Commission on Environmental Quality
P.O. Box 13088
Austin, Texas 78711-3088
2. The provisions of this Agreed Order shall apply to and be binding upon the Respondent. The Respondent is ordered to give notice of the Agreed Order to personnel who maintain day-to-day control over the Site operations referenced in this Agreed Order.
3. This Agreed Order, issued by the Commission, shall not be admissible against the Respondent in a civil proceeding, unless the proceeding is brought by the OAG to: (1) enforce the terms of this Agreed Order; or (2) pursue violations of a statute within the Commission's jurisdiction, or of a rule adopted or an order or permit issued by the Commission under such a statute.
4. This agreement may be executed in multiple counterparts, which together shall constitute a single original instrument. Any executed signature page to this Agreement may be transmitted by facsimile transmission to the other parties, which shall constitute an original signature for all purposes.
5. Under 30 TEX. ADMIN. CODE § 70.10(b), the effective date is the date of hand-delivery of the Order to the Respondent, or three days after the date on which the Commission mails notice of the Order to the Respondent, whichever is earlier. The Chief Clerk shall provide a copy of this Agreed Order to each of the parties.

SIGNATURE PAGE

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

For the Commission

John Ziegler
For the Executive Director

11/14/2008
Date

I, the undersigned, have read and understand the attached Agreed Order. I am authorized to agree to the attached Agreed Order on behalf of the entity indicated below my signature, and I do agree to the terms and conditions specified therein. I further acknowledge that the TCEQ, in accepting payment for the penalty amount, is materially relying on such representation.

I also understand that failure to comply with the Ordering Provisions, if any, in this order and/or failure to timely pay the penalty amount, may result in:

- A negative impact on compliance history;
- Greater scrutiny of any permit applications submitted;
- Referral of this case to the Attorney General's Office for contempt, injunctive relief, additional penalties, and/or attorney fees, or to a collection agency;
- Increased penalties in any future enforcement actions;
- Automatic referral to the Attorney General's Office of any future enforcement actions; and
- TCEQ seeking other relief as authorized by law.

In addition, any falsification of any compliance documents may result in criminal prosecution.

Ned Ross - President

Signature

9/19/08
Date

Ned Ross - President

Name (Printed or typed)

Authorized Representative of

Ross Construction, Inc.

President

Title

Instructions: Send the original, signed Agreed Order with penalty payment to the Financial Administration Division, Revenues Section at the address in Section IV, Paragraph 1 of this Agreed Order.

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

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

12

Approved by: _____

Cyd V. Grimes 5/6/09**Voting Session: Tuesday, May 12, 2009****REVISED**

REQUESTED ACTION: APPROVE CONTRACT AWARD FOR SHERIFF'S UNIFORMS, IFB #B090197-LD, TO THE SOLE RESPONSIVE BIDDER, MILLER UNIFORMS AND EMBLEMS. (SHERIFF)

Points of Contact:**Purchasing:** Loren Breland, 854-4854**Department:** Greg Hamilton, Sheriff, Maria Wedhorn, 854-4474**County Attorney (when applicable):** John Hille**County Planning and Budget Office:** Leroy Nellis**County Auditor's Office:** Susan Spataro and Jose Palacios**Other:**

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action met the compliance requirements as outlined by the statutes. This contract provides Sheriff's uniforms for the Sheriff's Office.

On March 2, 2009, bid #B090197-LD was issued to 20 vendors. Three bids, including two no-bid responses were received on April 13, 2009. The vendors that submitted no-bid responses indicated they were not able to meet the requirements of the bid. The Sheriff's Office is recommending contract award to the sole responsive bidder, Miller Uniforms and Emblems.

Contract Expenditures: Within the last 12 months \$233,061.50 has been spent against this requirement.

➤ **Contract-Related Information:**

Award Amount: \$0.00 Estimated Quantity, As Needed Basis

Contract Type: Term Contract

Contract Period: May 24, 2009 through May 23, 2010

➤ **Contract Modification Information:**

Modification Amount:

Modification Type:

Modification Period:

➤ **Solicitation-Related Information:**

Solicitations Sent: 20

Responses Received: 3

HUB Information: N/A

% HUB Subcontractor: N/A

➤ **Special Contract Considerations:**

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

➤ **Funding Information:**

- ☐ Purchase Requisition in H.T.E.:
- ☒ Funding Account(s): 001-3706-583-3035
- ☒ Comments: Department enters requisitions on an as needed basis.

➤ **Statutory Verification of Funding:**

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

APPROVED ()

DISAPPROVED ()

BY COMMISSIONERS COURT ON:

DATE

COUNTY JUDGE



JAMES N. SYLVESTER
Chief Deputy

GREG HAMILTON
TRAVIS COUNTY SHERIFF

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

DARREN LONG
Major - Corrections

SCOTT BURROUGHS
Major - Law Enforcement

MARK SAWA
Major - Administration & Support

Date: 04/29/09

MEMORANDUM

To: Loren Breland, Purchasing

From: Maria Wedhorn, Financial Analyst Sr.

Subj: Sheriff's Uniforms Solicitation # B090197-LD

The Sheriff's Office is recommending a Contract Award to the lowest and sole bidder (Miller's Uniform) to provide Sheriff's Office staff uniforms for a contract period of twelve months effective May 23, 2009.

Expenses will continue to be funded within General Fund 00137065833035.

If you have any questions please feel free to give me a call at 854-4474



Safety, Integrity, Tradition of Service

Fiscal Year 2009

Account Balance Inquiry

09:04:55

Last Updated 5-8-09 at 2:35pm

Account number . . . : 1-3706-583.30-35
 Fund . . . : 001 GENERAL FUND
 Department . . . : 37 SHERIFF
 Division . . . : 06 SUPPORT BUREAU-CORR & REH
 Activity basic . . . : 58 CORRECTNS & REHABILITATN
 Sub activity . . . : 3 TRAVIS CO JAIL/CORRECTNS
 Element . . . : 30 OPERATG SUPPLIES, RP&E, NC
 Object . . . : 35 CLOTHING, UNIFORMS

Original budget	322,206	
Revised budget	326,465	10/01/2008
Actual expenditures - current	29,663.59	
Actual expenditures - ytd	135,660.69	
Unposted expenditures . . . . .	.00	
Encumbered amount	23,696.96	
Unposted encumbrances . . . . .	.00	
Pre-encumbrance amount . . . . .	.00	
Total expenditures & encumbrances:	189,021.24	57.9%
Unencumbered balance	137,443.76	42.1

F5=Encumbrances

F7=Project data

F8=Misc inquiry

F10=Detail trans

F11=Acct activity list

F12=Cancel

F24=More keys



Last Updated 5-8-09 at 2:35pm

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

REVISED

M. Bice 5.7.09

Approved by: _____

Voting Session: Tuesday, May 12, 2009

REQUESTED ACTION: APPROVE MODIFICATION NO. 2 TO CONTRACT NO. 07AE0021JW, ALAN PLUMMER ASSOCIATES, INC., PROFESSIONAL ENGINEERING SERVICES, NORTH RIDGE ACRES WATER SYSTEM

Points of Contact:

Purchasing: Jason G. Walker

Department: (COUNTY JUDGE'S OFFICE), Judge Samuel Biscoe

County Attorney (when applicable): Julie Joe

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro, Jose Palacios

Other: Joe Gieselman, Executive Manager; Steve Manilla, Roger Schuck

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

On March 26, 2009 Travis County staff met with Alan Plummer Associates, Inc. (APAI) to discuss and obtain more information in order to assist Travis County with evaluating and ultimately resolving APAI's March 16, 2009 request for Additional Construction Phase services in the amount of \$33,710.00.

After TNR's assessment, which included review of the discussions and additional information received in the March 26, 2009 meeting, combined with the documentation and information on file for the project, Travis County offered APAI an amount of \$15,008.00 due to portion's of APAI's request having merit, which has been accepted by APAI.

This modification will add Additional Construction Phase Services for the North Ridge Acres Water System in the amount of \$15,008.00. This amount is an aggregate increase of 36% of the original contract amount, \$153,895.00.

Modification 1 added Additional Design Phase Services to provide professional design services for the North Ridge Acres Water System in the amount \$40,168.00. This amount was an aggregate increase of 26% of the original contract amount, \$153,895.00.

On October 31, 2006 the Commissioners Court approved contract no. 07AE0021JW with Alan Plummer Associates, Inc. for the design and construction of a replacement water system for the Northridge Acres Subdivision. Temporary services from a fire hydrant

owned by the City of Round Rock has been providing water since the groundwater supply system failed in 2000. Once constructed, the City of Austin has agreed to take the system over and provide retail system to the area, if the system is designed and constructed to City of Austin standards. These services were exempted on October 17, 2006. The source of revenue for this award is part of the Texas Water Development Board Small Community Hardship Program (SCHP) Grant.

- **Contract Expenditures:** Within the last 12 months \$21,354.54 has been spent against this contract.

☐ Not applicable

➤ **Contract-Related Information:**

Award Amount: \$153,895.00 (Not-to-Exceed)

Contract Type: Architect/Engineer

Contract Period: 11/06/06 through project completion

➤ **Contract Modification Information:**

Modification Amount: \$15,008.00 (See Additional Procurement Comments)

Modification Type: N/A

Modification Period: 11/06/06 through project completion

➤ **Solicitation-Related Information:**

Solicitations Sent: N/A

Responses Received: N/A

HUB Information: Vendor is not a HUB

% HUB Subcontractor: N/A

➤ **Special Contract Considerations:**

☐ Award has been protested; interested parties have been notified.

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

☒ Comments: Standard Purchasing procedures of double sided printing of contracts were not followed, as the consultant printed documentation to complete and submit.

➤ **Funding Information:**

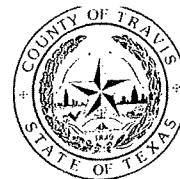
☒ Purchase Requisition in H.T.E.: 467493

☒ Funding Account(s): 624-4911-621-4007

☐ Comments:

➤ **Statutory Verification of Funding:**

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



Jason
3-31-09
MB

TRANSPORTATION AND NATURAL RESOURCES DEPARTMENT

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

MEMORANDUM

March 30, 2009

TO: Cyd Grimes, Purchasing Agent

FROM: Steve Manilla, TNR Public Works Director

Subject: Northridge Acres Water Supply System
Consultant Claim for Additional Services

RECEIVED
TRAVIS COUNTY
2009 MAR 31 AM 8:34
PURCHASING
OFFICE

Alan Plummer Associates, Inc. (APA) is the project design engineer on the subject project and is also under contract with us to provide construction phase services. On March 16, 2009 TNR received a \$33,710 claim from the consultant (attached) indicating that it had exceeded its budget for construction phase services because the project has taken longer than anticipated to complete and because of work it was compelled to perform outside its scope of services.

On March 26, 2009 Jason Walker, Melinda Mallia, Roger Schuck, and myself met with Stephen Coonan of APA to discuss and obtain more information to assist us with evaluating and ultimately resolving the claim. In its claim APA has identified the following six areas of work for which it believes additional compensation is warranted:

- 1) Additional Construction Time and Meetings: \$13,500
- 2) Coordinating Grant Funding: \$9,480
- 3) Coordinating with Neighborhood Representatives: \$3,180
- 4) Coordinating tap applications and rights-of-entry: \$1,990
- 5) Coordinating additional service connections: \$3180
- 6) Coordinating the resolution of groundwater issues: \$2,380

RE #1, TNR believes that part of the reason the project has taken longer than expected is due to changes and additional information needed during construction that could have been avoided in the design phase. TNR also agrees that part of the reason can be attributed to issues beyond the Consultant's control. For example, APA must expend resources to obtain approval to use TxDot right-of-way to provide service to a parcel that could be accomplished without entering TxDot right-of-way. However the City of Austin will not allow the simpler solution that TNR has no objection to. TNR recommends paying no more than 40% of the requested amount. It should be noted that APA has already received a \$40,168 increase to their original \$152, 895 contract amount to compensate them for additional design phase work attributed to

Jason, draft response ltr to APA¹
March 31, 2009

unanticipated project complexity and the inefficiencies of having multiple project partner involvement in the development of the project.

Re#2, although the Consultant did participate in grant administration meetings, which was not in APA's scope of services, TNR does not believe the value of the services provided warrants the additional amount requested. TNR recommends paying no more than 20% of the requested amount.

Re#3, TNR recommends compensating APA 100% of their requested amount based upon TNR's observation of APA's level of involvement with the neighborhood.

Re#4, TNR believes that most of the coordination effort claimed was performed by TNR and the contractor and that APA's level of work does not warrant the amount requested. TNR recommends paying no more than 50% of the requested amount.

Re#5, TNR recommends compensating APA 100% of their requested amount based upon TNR's observation of APA's level of involvement on this issue.

Re#6, from TNR's view, APA's involvement was limited to discussing the problem and not finding a solution and that their requested amount is not warranted. In the end it was TNR that developed a proposal to resolve the problem. TNR recommends paying no more than 15% of the requested amount.

In summary, TNR believes that portions of APA's claim for additional compensation have merit and recommends offering \$15,008 to settle. This will increase the contract from \$194,063 to \$209,071. The \$15,008 is encumbered on requisition number 467493. The account number is 001-4985-621-6099 and the commodity/sub-commodity is 918/043.

CC:

Melinda Mallia

Roger Schuck

Donna Williams-Jones, Cynthia McDonald

GM200I13

TRAVIS COUNTY

5/01/09
08:33:16

Fiscal Year 2009 at 2:35pm

Account Balance Inquiry

Account number . . . : 624-4911-621.40-07
Fund : 624 SMALL COMM. HARDSHIP PRG
Department : 49 TNR (TRANS & NATRL RESRC)
Division : 11 LAND DEVELOPMENT SERVICES
Activity basic : 62 INFRA-ENV SCVS (TRNS&RDS)
Sub activity : 1 TNR (TRANS & NATRL RESRC)
Element : 40 PROFESSIONAL SERVICES
Object : 07 CONSULTING

Original budget	0	
Revised budget	17,038	04/20/2009
Actual expenditures - current . . . . .	.00	
Actual expenditures - ytd	660.07-	
Unposted expenditures . . . . .	.00	
Encumbered amount	2,687.81	
Unposted encumbrances . . . . .	.00	
Pre-encumbrance amount	15,008.00	
Total expenditures & encumbrances:	17,035.74	100.0%
Unencumbered balance	2.26	0.0

F5=Encumbrances

F7=Project data

F8=Misc inquiry

F10=Detail trans

F11=Acct activity list

F12=Cancel

F24=More keys

PURCHASE REQUISITION NBR: 0000467493

REQUISITION BY: DONNA WILLIAMS 514-677 STATUS: READY FOR BUYER PROCESS DATE: 3/30/09
REASON: MOD PO#323413 CONTRACT#07AE00211M RTTN: JASON
SHIP TO LOCATION: TNR ADMIN - 11TH FIR SUGGESTED VENDOR: 123559 ALAN PLUMMER ASSOCIATES, INC. DELIVER BY DATE: 3/30/09

LINE NBR	DESCRIPTION	QUANTITY COM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	CONSTRUCTION PHASE COMMODITY: CONSULTING SERVICES SUBCOMMOD: ENVIRONMENTAL INVENTORY BUILDING: Z1 STOCK NO: 918-043-00021	5400.00	DOL 1.0000	5400.00	
2	REMEMBERABLES ***** COORDINATE GRANT FUNDING \$1,596 COORDINATE WITH NEIGHBOR \$3,180 COORDINATE TAP APPLICATIONS \$398 COORDINATE ADD'L SERVICE CONNECTIONS \$3,180 COORDINATE GROUNDWATER ISSUE \$327 ***** MOD #2 FOR NORTHRIDGE WATERLINE PROJECT. INCREASES CONTRACT FROM \$194,363 TO \$209,071 COMMODITY: CONSULTING SERVICES SUBCOMMOD: ENVIRONMENTAL INVENTORY BUILDING: Z1 STOCK NO: 918-043-00017	9608.00	DOL 1.0000	9608.00	

REQUISITION TOTAL: 15008.00

A C C O U N T I N F O R M A T I O N					AMOUNT
LINE #	ACCOUNT	PROFESSIONAL SERVICES	PROJECT		
1	62449116214007	CONSULTING	M07824	100.00	5400.00
2	62449116214007	PROFESSIONAL SERVICES	SMALL COMM. HARDSHIP PRGM	100.00	9608.00
		CONSULTING	SMALL COMM. HARDSHIP PRGM		15008.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

20090330 RT COURT

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

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

DATE PREPARED:
April 9, 2009

ISSUED TO: Alan Plummer Associates,
Inc.
6300 La Calma, Suite 400
Austin, TX 78752

MODIFICATION NO.:
2

EXECUTED DATE OF ORIGINAL
CONTRACT:
October 31, 2006

ORIGINAL CONTRACT TERM DATES: 1/17/07 - through project completion CURRENT CONTRACT TERM DATES: 1/17/09 - through project completion

FOR TRAVIS COUNTY INTERNAL USE ONLY:

Original Contract Amount: \$153,895.00 Current Modified Amount \$209,071.00.

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 Additional Construction Phase Services, as addressed with County's April 2, 2009 response letter, attached hereto and made a part herof, and accepted by Contractor April 7, 2009, are hereby added to the contract. As a result of these Additional Construction Phase Services, contract Basic Services pricing is adjusted as follows:

1. Reference Exhibit I, Section 1:

- a. Paragraph 1.1: The Basic Services sum is changed from \$138,780.00 to \$153,788.00 an increase of \$15,008.00.
- b. Paragraph 1.1.1: (iii) Construction Phase is changed from \$31,340.00 to \$46,348.00, an increase of \$15,008.00.

B. Reference Exhibit I, Section 5. The Total Agreement Sum, as amended by Mod #1 dated June 19, 2008, is changed from an NTE amount of \$194,063.00 (\$138,780.00 Basic Services, and NTE amount of \$55,283.00 Reimbursable Expenses) to an NTE amount of \$209,071.00 (\$153,788.00 Basic Services, and NTE amount of \$55,283.00 Reimbursable Expenses) an increase of \$15,008.00.

C. All other terms and conditions remain unchanged.

Note to Vendor:

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

LEGAL BUSINESS NAME: Alan Plummer Associates, Inc.

BY: Stephen J Coonan
SIGNATURE

BY: Stephen J Coonan
PRINT NAME

TITLE: Principal
ITS DULY AUTHORIZED AGENT

- ☐ DBA
- ☒ CORPORATION
- ☐ OTHER

DATE:
4/29/09

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

DATE:
5/4/09

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

DATE:



TRAVIS COUNTY PURCHASING OFFICE

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

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

April 2, 2009

Certified Mail: Return Receipt Required

Alan Plummer Associates, Inc.
6300 La Calma, Suite 400
Austin, TX 78752
Attn: Stephen J. Coonan, P.E.

SUBJECT: Contract No. 07AE0021JW, Additional Services Claim, Engineering Services for North Ridge Acres Water Line

Dear Mr. Coonan:

On March 16, 2009 Travis County received your \$33,710.00 claim, dated March 13, 2009, indicating your firm has exceeded its budget for the construction phase services related to the above referenced contract. One factor for such is that the project is taking longer than anticipated to complete, but another factor is that your firm has been compelled to perform work outside its scope of services.

In a March 26, 2009 meeting with Travis County staff and yourself, we met to discuss and obtain more information to assist Travis County with evaluating and ultimately resolving the claim. There are six areas of work for which you have identified and believe to warrant additional compensation:

- 1) Additional Construction Time and Meetings - \$13,500.00
- 2) Coordinating Grant Funding - \$9,480.00
- 3) Coordinating with Neighborhood Representatives - \$3,180.00
- 4) Coordinating tap applications and rights-of-entry - \$1,990.00
- 5) Coordinating additional service connections - \$3,180.00
- 6) Coordination the resolution of groundwater issues - \$2,380.00

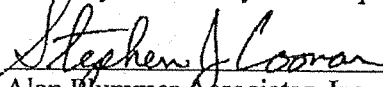
After TNR's assessment of the above six areas, through review of the discussions and additional information received in this meeting, combined with documentation and information on file for the project, the following are Travis County's findings for each area:

1) Part of the reason the project has taken longer than expected is due to changes and additional information needed during construction that could have been avoided in the design phase. Additionally, we believe that part of the reason for the delays is to be attributed to issues beyond the Consultant's control. For example, your firm must expend resources to obtain approval to use TxDot right-of-way to provide service to a parcel that could be accomplished without entering TxDot right-of-way. However, the City of Austin will not allow the simpler TNR provided solution which TNR has no objection to. Travis County is offering no more than 40% of your firm's requested amount to be paid. Please note that your firm has already received a \$40,168.00 increase to their original \$153, 895.00 contract amount, for additional design phase work attributed to unanticipated project complexity and inefficiencies of having multiple project partners involved in the development of the project.

- 2) Although your firm participated in grant administration meetings, which was not in your scope of services, we do not believe that the value of the services provided warrants the additional amount requested. Therefore, Travis County is offering no more than 20% of your firm's requested amount to be paid.
- 3) We have observed your firm's level of involvement with the neighborhood, and believe that the value of the services provided warrants your firm to be paid 100% of the requested amount.
- 4) We believe that most of your firm's claimed coordination efforts have been performed by TNR, as well as the construction contractor, therefore it is Travis County's opinion that your firm's level of work does not warrant the amount requested. However, we are offering no more than 50% of your firm's requested amount to be paid.
- 5) We have observed your firm's level of involvement with coordinating additional service connections, and believes that the value of the services provided warrants your firm to be paid 100% of the requested amount.
- 6) In Travis County's opinion, your firm's involvement has been limited to discussing the problem and not finding a solution. The resolution to the problem is one that TNR developed and proposed. As a result, your firm's requested amount is not warranted, however, due to such discussions having occurred with your firm, we are offering no more than 15% of your firm's requested amount to be paid.

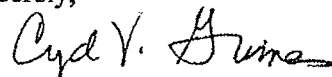
In summary, Travis County believes that portions of your firm's claim for additional compensation have merit, and offer an amount of \$15,008.00 for such portions in order to settle. If acceptable, please sign and date below and return to the attention of Jason G. Walker as soon as possible. Upon receipt of your acceptance of this offer, a contract modification to the above referenced contract will then be prepared and subsequently distributed to you for your review and approval. However, if you do not find the above offer acceptable, please provide in writing, to the attention of Jason G. Walker, further justification as to why. Such justification will then be further reviewed by Travis County for resolution.

Should you have any further questions, please contact Jason G. Walker, at 854-4562.


Alan Coonan Associates, Inc.

4/7/09
Date *Extends services*
through 4/30/09 *SP*

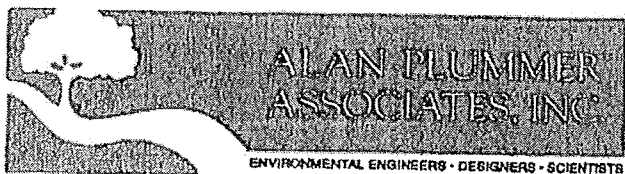
Sincerely,


Cyd Grimes, C.P.M.
Purchasing Agent

CG:jgw

Enclosure: March 13, 2009 Additional Services Claim Request

cc: Julie Joe, County Attorney
Steve Manilla, P.E.; Roger Schuck, P.E.; Melinda Mallia, TNR
Jason G. Walker, Purchasing Office



RECEIVED
TRAVIS COUNTY

2009 MAR 16 AM 9:24

PURCHASING
OFFICE

JAMES L. ALTSTAETTER, PE
STEPHEN J. COONAN, PE
JOHN M. D'ANTONIO, DE, PE
PEGGY W. GLASS, PhD
DAVID A. GUDAL, PE
REX H. HUNT, PE
BETTY L. JORDAN, PE
ELLEN T. McDONALD, PhD, PE
JOHN R. MINAHAN, PE
TIMOTHY J. NOACK, PE
ALAN H. PLUMMER, JR., PE, BCCE
RICHARD H. SMITH, PE
ALAN R. TUCKER, PE

0900-002-01

March 13, 2009

Mr. Jason Walker
Purchasing Agent
Travis County Administration Building
P.O. Box 1748
Austin, Texas 78767

Re: Travis County Transportation and Natural Resources
Northridge Acres Water Improvements

Dear Mr. Walker:

As you are aware, construction of the Northridge Acres Water Improvements has taken longer than originally anticipated. In addition, Alan Plummer Associates, Inc. (APAI) has had to provide services beyond those included in our original contract. The combination of these two factors has caused us to exceed our budget for the construction phase of the project. The additional work was associated with the following issues:

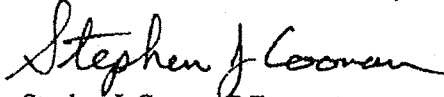
- The contractor was to be finished by November 28, 2008. The contract is currently 3.5 months beyond that date and will probably continue for an additional 2 to 3 months.
- Additional coordination time associated with grant funding issues. The original contract assumed that the County would have a grant administrator on board. The administrator was not brought on board until a significant issue arose. As a result, APAI had to attend several meetings and provide information concerning the project to resolve the issue.
- Additional coordination with neighborhood representatives to resolve issues concerning meter locations and eligible customers.
- Additional coordination to obtain tap applications and rights-of-entry from the customers.
- Additional engineering associated with extending service to residents not originally included in the grant.
- Additional coordination and engineering associated with groundwater issues.

Mr. Jason Walker
March 13, 2009
Page 2

Based on these additional work items, we are requesting approval of an amendment to our scope of services and fee. I have prepared the attached scope and budget for your review. If you have any questions, please contact me at (512) 452-5905.

Sincerely,

ALAN PLUMMER ASSOCIATES, INC.

A handwritten signature in black ink, reading "Stephen J. Coonan". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Stephen J. Coonan, P.E.
Principal

SJC/jl

cc: Ms, Melinda Mallia, Travis County
Mr. Roger Shuck, Travis County

**EXHIBIT A1
ADDITIONAL SCOPE OF SERVICES**

This Exhibit is made a part of the Agreement between Alan Plummer Associates, Inc. (ENGINEER), and Travis County (OWNER) for a PROJECT generally described as:

NORTHRIDGE ACRES WATER SYSTEM

**Article I
Project Background**

The ENGINEER and the OWNER entered into a contract dated November 1, 2006 for the design and construction phase services for the above referenced project. During the design phase of the project, services above and beyond those identified in the Basic Services were required to complete the design and receive approvals from the appropriate entities. The following changes in Scope have been identified.

- (5) The CONSULTANT shall coordinate with the COUNTY and the CITY to facilitate extending service to lots not originally included in the grant.
- (6) The CONSULTANT shall coordinate with the CITY concerning groundwater issues encountered during construction.

**Article IV
Additional Services**

NO CHANGES

**Article II
OWNER's Responsibilities**

NO CHANGES

**Article III
Additional Scope of Services**

The ENGINEER agrees to furnish the OWNER the following additional services:

DESIGN PHASE SERVICES

NO CHANGES

BIDDING PHASE SERVICES

NO CHANGES

CONSTRUCTION PHASE SERVICES

- (1) The CONSULTANT shall extend the construction phase services for an additional seven (7) months, making additional site visits and attending additional construction meetings.
- (2) The CONSULTANT shall provide coordination with the COUNTY's grant administrator to facilitate the funding of the improvements.
- (3) The CONSULTANT shall provide coordination with the neighborhood representative to identify and coordinate meter locations.
- (4) The CONSULTANT shall provide coordination with the COUNTY and its grant administrator to help obtain the necessary tap applications and rights-of-entry for the proposed improvements.

Travis County Northridge Acres Additional Scope 2 900-0201											
Level 2 (Phase) No. and Description	Principal (hrs)	Sr. Proj Mgr (hrs)	Proj Mgr (hrs)	Proj Mgr II (hrs)	Proj Engr (hrs)	EST (hrs)	Sr. Tech. (hrs)	Tech. (hrs)	Total Labor		Percent of
Level 3 (Task) No. and Description									Hours	Fee (\$\$)	Total Fee
Additional Scope 2	58	0	0	0	0	280	0	0	338	\$ 33,710	100.0%
A Construction Phase Services	58	0	0	0	0	280	0	0	338	\$ 33,710	100.0%
1 Additional Construction Temporary Services	20					120			140	\$ 13,500	40.0%
2 Coordinate Grand Funding	24					60			84	\$ 8,400	25.1%
3 Coordinate with Neighborhood	3					30			34	\$ 3,180	9.4%
4 Coordinate Tagging And ROP	2					20			22	\$ 1,980	5.9%
5 Additional Service Connections	6					30			34	\$ 3,180	9.4%
6 Groundwater Issues	4					20			24	\$ 2,340	7.1%
B Level 2 (Phase) Name	0	0	0	0	0	0	0	0	0	\$	0.0%
1 Level 3 (Task) Name									0	\$	0.0%
2 Level 3 (Task) Name									0	\$	0.0%
3 Level 3 (Task) Name									0	\$	0.0%
4 Level 3 (Task) Name									0	\$	0.0%
5 Level 3 (Task) Name									0	\$	0.0%
C Level 2 (Phase) Name	0	0	0	0	0	0	0	0	0	\$	0.0%
1 Level 3 (Task) Name									0	\$	0.0%
2 Level 3 (Task) Name									0	\$	0.0%
3 Level 3 (Task) Name									0	\$	0.0%
4 Level 3 (Task) Name									0	\$	0.0%
5 Level 3 (Task) Name									0	\$	0.0%
D Level 2 (Phase) Name	0	0	0	0	0	0	0	0	0	\$	0.0%
1 Level 3 (Task) Name									0	\$	0.0%
2 Level 3 (Task) Name									0	\$	0.0%
3 Level 3 (Task) Name									0	\$	0.0%
4 Level 3 (Task) Name									0	\$	0.0%
5 Level 3 (Task) Name									0	\$	0.0%
E Level 2 (Phase) Name	0	0	0	0	0	0	0	0	0	\$	0.0%
1 Level 3 (Task) Name									0	\$	0.0%
2 Level 3 (Task) Name									0	\$	0.0%
3 Level 3 (Task) Name									0	\$	0.0%
4 Level 3 (Task) Name									0	\$	0.0%
5 Level 3 (Task) Name									0	\$	0.0%
PM ADMINISTRATIVE/C TASKS	0	0	0	0	0	0	0	0	0	\$	0.0%
1 Quality Control									0	\$	0.0%
2 Project Management									0	\$	0.0%
TOTAL LABOR	58	0	0	0	0	280	0	0	338	\$ 33,710	100.0%
Total Labor Hours	58					280			338		
Total Labor Amount										\$ 33,710	100.0%
Total Amount by Labor Category	\$ 11,310	\$ 0.0%	\$ 0.0%	\$ 0.0%	\$ 0.0%	\$ 22,400	\$ 0.0%	\$ 0.0%		\$ 33,710	100.0%
Labor Category Percent of Total Labor	22.6%	0.0%	0.0%	0.0%	0.0%	86.4%	0.0%	0.0%			
TOTAL EXPENSES (see breakdown below)											
Total Subconsultant										\$	
Total Reimbursable										\$	
Total Expenses										\$	
GRAND TOTAL - Additional Scope 2										\$ 33,710	
SUBCONSULTANT EXPENSES											
Code	Description	Budget (\$)	Markup	Fee (\$\$)							
CA	Architect Consultant	\$ -	1.10	\$ -							
CC	Civil Engr Consultant	\$ -	1.10	\$ -							
CE	Electrical Consultant	\$ -	1.10	\$ -							
CG	Geotechnical Consultant	\$ -	1.10	\$ -							
CM	Mechanical Consultant	\$ -	1.10	\$ -							
CO	Other Consultant	\$ -	1.10	\$ -							
CS	Structural Consultant	\$ -	1.10	\$ -							
CY	Surveying Consultant	\$ -	1.10	\$ -							
C1		\$ -	1.10	\$ -							
C2		\$ -	1.10	\$ -							
C3		\$ -	1.10	\$ -							
C4		\$ -	1.10	\$ -							
C5		\$ -	1.10	\$ -							
C6		\$ -	1.10	\$ -							
TOTAL SUBCONSULTANT EXPENSES		\$ -		\$ -							
REIMBURSABLE EXPENSES											
Code	Description	Budget (\$)	Markup	Fee (\$\$)							
RA	Laboratory Analysis	\$ -	1.10	\$ -							
RC	Computer	\$ -	1.10	\$ -							
RH	Historical	\$ -	1.10	\$ -							
RI	In-House Reproduction	\$ -	1.10	\$ -							
RL	Long Distance Telephone	\$ -	1.10	\$ -							
RM	Employee Mileage	\$ -		\$ -							
RO	Other Expenses	\$ -		\$ -							
RP	Purchased Services	\$ -		\$ -							
RR	Reproduction	\$ -		\$ -							
RS	Shipping, Delivery, Postage	\$ -		\$ -							
RT	Travel, Meals, Lodging	\$ -		\$ -							
RU	Telecommunications	\$ -		\$ -							
RI		\$ -		\$ -							
RZ		\$ -		\$ -							
TOTAL REIMBURSABLE EXPENSES		\$ -		\$ -							

C:\Documents and Settings\elena\Desktop\Spreadsheet\Northridge_Acres\Project 3

03/12/09



Updated 5-8-09 at 2:35pm

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) 854-9183

14

Approved by: _____

Cyd V. Grimes 5/4/09

Voting Session: Tuesday, May 12, 2009

REQUESTED ACTION: APPROVE ORDER EXEMPTING THE PURCHASE OF A MASS SPECTROMETER FROM THE COMPETITIVE PROCUREMENT PROCESS PURSUANT TO SECTION 262.024(A)(7) OF THE COUNTY PURCHASING ACT. (MEDICAL EXAMINER'S OFFICE)

Points of Contact:

Purchasing: George Monnat, C.P.M., 854-9778

Department: Medical Examiner's; Brad Hall, Ph.D, 854-9861; Beth Devery, RN, JD

County Attorney (when applicable): John Hille

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spartaro 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.

Applied Biosystems has been identified as the sole source provider of a Hybrid Triple Quadrupole/Linear Ion LC/MS/MS Mass Spectrometer to be used by the Medical Examiner's Office to perform toxicological analysis of drugs and other chemicals in physiological specimens. This hybrid system combines a traditional triple quadrupole with a linear ion trap as the ideal system for the type of analyses the ME's Office performs. A mass spectrometer in which quadrupole three (Q3) can operate as both a quadrupole and a linear ion trap offers a key advantage of producing in a single run both multiple reaction monitoring data and a full can mass spectrum of about 80 times more sensitivity than a traditional triple quadrupole mass spectrometer.

After approval of the Exemption Order, Purchasing will facilitate negotiations. A contract for the actual purchase will be brought back to the Court at a letter date.

The Medical Examiner's Office requests the Commissioner's Court approval and acceptance of the Exemption Orders.

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

☒ Not applicable

APPROVED: _____ DISAPPROVED: _____

(COUNTY JUDGE)

(DATE)

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

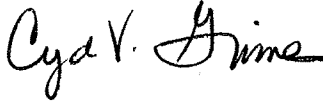
May 12, 2009

TO: Commissioners Court
Travis County, Texas

**SOLE SOURCE ACQUISITION OF APPLIED BIOSYSTEM 3200 QTRAP
HYBRID TRIPLE QUADUPOLE/LINEAR ION LC MS MS MASS
SPECTROMETER EQUIPMENT AND SUPPORT FOR THE MEDICAL
EXAMINER**

I certify that the Applied Biosystems 3200 QTrap mass spectrometer system equipment, software, installation, and ongoing support for the Medical Examiner's Office constitutes a sole source purchase pursuant to V.T.C.A. Local Government Code 262.024(a)(7).

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 GRIMES, C.P.M.
COUNTY PURCHASING AGENT

APPROVED ()

DISAPPROVED ()

BY COMMISSIONERS COURT ON: _____
(DATE)

(COUNTY JUDGE)

**ORDER EXEMPTING
PURCHASE OF MASS SPECTROMETER
FROM REQUIREMENTS OF THE COUNTY PURCHASING ACT**

WHEREAS, the Commissioners Court of Travis County, Texas has received a Sole Source Justification from Travis County Office of the Medical Examiner and an Affidavit of Single Source sworn and submitted by the Purchasing Agent in accordance with TEXAS LOCAL GOVERNMENT CODE, 262.024 (a) (7) (A) and

WHEREAS, based on the evidence presented, the Commissioners Court of Travis County, Texas finds that there is only one source available for the purchase of a Hybrid Triple Quadrupole/Linear Ion LC/MS/MS Mass Spectrometer for Travis County.

NOW, THEREFORE, the Commissioners Court of Travis County, Texas hereby orders that the purchase of a Hybrid Triple Quadrupole/Linear Ion LC/MS/MS Mass Spectrometer for Travis County from Applied Biosystems is exempt from the requirements of the County Purchasing Act because it is a contract for the purchase of an item that can be obtained from only one source.

Signed and entered this ____ day of _____, 2009.

Samuel T. Biscoe, County Judge
Travis County, Texas

Ron Davis
Commissioner, Precinct 1

Sarah Eckhart
Commissioner, Precinct 2

Karen Huber
Commissioner, Precinct 3

Margaret Gomez
Commissioner, Precinct 4.



**TRAVIS COUNTY
OFFICE OF THE MEDICAL EXAMINER**

1213 Sabine Street
PO Box 1748
Austin, TX 78767
Tel: (512) 854-9599
Fax: (512) 854-9044

DAVID DOLINAK, MD
Diplomate of American Board of
Pathology
CHIEF MEDICAL EXAMINER

BETH DEVERY, RN, JD
CHIEF ADMINISTRATIVE OFFICER

To: George Monnat, C.P.M., Travis County Purchasing Office

From: Brad Hall, Ph.D., DABFT, Chief Forensic Toxicologist

Through: David Dolinak, M.D., Chief Medical Examiner *(Signature)*
Danny Hobby, Executive Manager, Emergency Services Division *(Signature)*

Re: Sole Source Justification for Liquid Chromatography/Mass Spectrometer

Over the last decade liquid chromatography/mass spectrometry (LC/MS) has become recognized as an established and essential tool for laboratories performing toxicological analysis for drugs and other chemicals in physiological specimens. The mass spectrometer is key component in the system and serves as the "detector" providing detailed information such that drugs and other chemicals may be unequivocally identified. Many different mass spectrometers are available to be coupled to liquid chromatography to include triple quadrupole, time-of-flight, linear ion trap, and quadrupole ion trap. For the purpose of applications at the Travis County Medical Examiner's Office, we have identified a hybrid system that combines a traditional triple quadrupole with a linear ion trap as the ideal system for the type of analyses we perform. A mass spectrometer in which quadrupole three (Q3) can operate as both a quadrupole and a linear ion trap offers a key advantage of producing in a single run both multiple reaction monitoring (MRM) data and a full scan mass spectrum of about 80x more sensitivity than a traditional triple quadrupole mass spectrometer. In turn, this full scan mass spectrum may be searched via an existing library of mass spectra provided with the instrument, thus enhancing our screening capabilities. In most cases, we must consider the specimens taken at autopsy as "unknowns", as there may or may not be a variety of different drugs/chemicals contributing to the cause of death. The better screening tools we have at our disposal, the better the answers we can determine for the pathologists, families, and all involved in the death investigation. It is our understanding that only Applied Biosystems produces an LC/MS utilizing hybrid triple quadrupole/linear ion trap technology. This system is sold as the 3200 QTrap.

Our first LC/MS, also provided by Applied Biosystems, was delivered in April of 2002 and has become an integral part of our analytical process. Purchase of the 3200 QTrap will complement our other system and both will share a great degree of commonality in hardware and software, thus allowing minimal additional training for staff. Both the instrument control and data processing are based upon a similar platform which provides standardization between both instruments.

Finally, there are several other forensic toxicology laboratories within Texas that have adopted the Applied Biosystems QTrap technology. These include the Department of Public Safety in Austin, Bexar County Medical Examiner's Office, Dallas County Forensic Center (Medical Examiner Laboratory), and Harris County Medical Examiner's Office. Collaboration with these other laboratories is an important tool to improve our procedures.

In conclusion, we request the sole source purchase of an Applied Biosystems QTrap 3200 LC/MS instrument. To our knowledge, no other company produces an identical product in which Q3 may operate as both a quadrupole and a linear ion trap and switch between the two operations scan-to-scan. The QTrap will provide standardization within our laboratory and is proven technology in forensic toxicology laboratories.



April 17, 2009

Dr. Brad Hall
Travis County Med. Examiner
1213 Sabine Str.
Austin, TX 78767
Phone: 512-854-8851

500 Old Connecticut Path
Framingham, MA 01701 U.S.A.
T 508.383.7700 F 508.383.7880
www.appliedbiosystems.com

Dear Dr. Hall,

Thank you for considering Applied Biosystems for your mass spec needs. I would like to address your question regarding the proprietary design and potential sources for the purchase of the 3200 QTRAP LC/MS/MS System with Cliquid software.

The Applied Biosystems 3200 QTRAP MS/MS System (part # 4365402) is manufactured by Applied Biosystems. As a single integrated mass spectrometry lc/ms/ms system, the 3200 QTRAP instrument and all its ancillary components are sold by Applied Biosystems through its own sales force. Applied Biosystems does not utilize distributors within the United States for the sale of the mass spec products. Attached you will find a list of the proprietary or unique features of the 3200 QTRAP hybrid triple quadrupole linear ion trap. Although some of the ancillary items may be represented by other vendors it is through this customized integration that we create a unique performing ms/ms system.

The primary component of the system is the 3200 QTRAP lc/ms/ms with Cliquid software. The 3200QTRAP contains many patented design elements not offered by any competing products. Highlighting a few of the proprietary features: hybrid triple quadrupole linear ion trap design, enhanced product ion scan, triple quadrupole multiple reaction mode triggering of ion trap full scans, MS/MS scan for selective quantitation to avoid matrix interferences. These are but a few of the many patented or proprietary design features available only through the integrated 3200 QTRAP LC/MS/MS system.

Please contact me if I can provide any additional information.

Sincerely yours,

A handwritten signature in dark ink, appearing to read 'Lisa M. Sapp', written over the typed name.

Lisa M. Sapp
Clinical Research Product Manager
Applied Biosystems
500 Old Connecticut Path
Framingham, MA 01701
Office: 508-383-7412 Mobile: 508-259-4383
Lisa.sapp@appliedbiosystems.com

TRAVIS COUNTY COMMISSIONERS' COURT

AGENDA REQUEST

Please consider the following item for: (fill in date of meeting in blank)

VOTING SESSION 05/12/09 EXECUTIVE SESSION _____

I. A. Request made by Susan Spataro, Travis County Auditor
Phone Number 854-9125

B. Requested Text:

Approve Updated Management Representation Letter to be provided to Deloitte & Touche, LLP regarding FY08 County-wide annual financial audit in connection with the 5/12/2009 Preliminary Official Statement.

County Judge or Commissioner

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). See attached memo.

B. Have the agencies affected by this request been invited to attend the Voting Session. Yes x No _____

Please list those contacted and their phone numbers:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

III. PERSONNEL

_____ A change in your department's personnel

IV. BUDGET REQUESTS

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

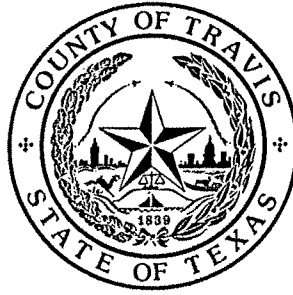
_____ Additional funding for your department
_____ Transfer of funds within your department budget
_____ A change in your department's personnel

All agenda requests and backup materials must be submitted to County Judge's office by Mondays, 5:00 p.m. for next week's meeting.

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TRAVIS COUNTY
AUDITOR'S OFFICE

SUSAN A. SPATARO, CPA,
CMA
COUNTY AUDITOR



TRAVIS COUNTY
ADMINISTRATION BUILDING
P.O. BOX 1748
AUSTIN, TX. 78767
(512) 854-9125
FAX: (512) 854-9164

DATE: May 4, 2009

TO: Members of Commissioners' Court

FROM: Nicki Riley, Financial Manager *NR*

RE: Updated FY08 Management Representation Letter

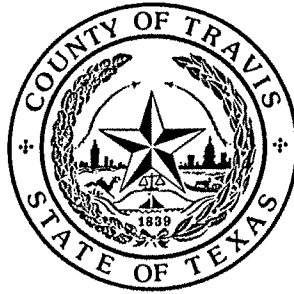
The County's audited fiscal year 2008 Comprehensive Annual Financial Report will be included in the Official Statement for the upcoming debt issuance. The County's external auditors, Deloitte & Touche, have requested that the County provide an updated management representation letter to them as of the date of the Preliminary Official Statement.

Attached is the **Updated Management Representation Letter** regarding the fiscal year 2008 financial audit of the County. The Auditor's Office has reviewed this letter and feels comfortable with how it is written. An agenda request will be submitted to place this on the Commissioners' Court agenda for your approval and signature on May 12, 2009.

If you have any questions, please call me or Susan at ext. 49125.

TRAVIS COUNTY
AUDITOR'S OFFICE

SUSAN A. SPATARO, CPA, CMA
COUNTY AUDITOR



TRAVIS COUNTY
ADMINISTRATION BUILDING
P.O. BOX 1748
AUSTIN, TX. 78767
(512) 854-9125
FAX: (512) 854-9164

May 12, 2009

Deloitte & Touche LLP
400 West 15th Street, Suite 1700
Austin, Texas 78701

In connection with your audit of the financial statements of the governmental activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of Travis County (the "County" or the "primary government"), as of and for the year ended September 30, 2008, which collectively comprise the County's basic financial statements for the purpose of expressing an opinion as to whether the basic financial statements present fairly, in all material respects, the financial position, results of operations or changes in fund balances or net assets, and cash flows of the County in conformity with accounting practices prescribed in Chapter 2264, Texas Government Code ("Chapter 2264"), Financial Accounting and Reporting (the "Statutory Basis"), you were previously provided with a representation letter dated March 10, 2009.

No information has come to our attention that would cause us to believe that any of those previous representations should be modified, except as follows. The County received from TCDRS an updated plan year 2010 contribution rate of 11.44% with a funded ratio of 85% based on TCDRS' December 31, 2008 actuarial valuation.

To the best of our knowledge and belief, no events have occurred subsequent to September 30, 2008 and through the date of this letter that would require adjustment to or disclosure in the aforementioned financial statements.

Samuel T. Biscoe
County Judge

Margaret Gomez
County Commissioner, Precinct 4

Ron Davis
County Commissioner, Precinct 1

Susan Spataro
County Auditor

Sarah Eckhardt
County Commissioner, Precinct 2

Diana Warner
First Assistant County Auditor

Karen Huber
County Commissioner, Precinct 3

TRAVIS COUNTY COMMISSIONER'S COURT
AGENDA REQUEST

Please consider the following item for Voting Session on: May 12, 2009

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

B. Requested Text:

The Travis County Sheriff's Office is requesting to utilize the Travis County Exposition center on June 24, 2009 for a combined Job Fair with Travis County HR at no cost to either Departments.

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:

Linda Moore - Smith, Travis County HR (512) 854-9165

Michael Norton - Travis County Exposition Center (512) 854-4900

Alicia Perez - Executive Manager (512) 854-9343

III. PERSONNEL

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

IV. BUDGET REQUEST:

If your request involves funding for your department please check:

_____ Additional funding for your department

_____ Transfer of funds within your department budget

_____ A change in your department's personnel

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

AGENDA REQUEST DEADLINE

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



JAMES SYLVESTER
Chief Deputy

GREG HAMILTON
TRAVIS COUNTY SHERIFF

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

DARREN LONG
Major - Corrections

PHYLLIS CLAIR
Major - Law Enforcement

MARK SAWA
Major - Administration & Support

April 28, 2009

Dear Colleague,

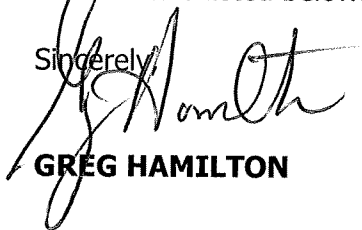
The Travis County Sheriff's Office and Travis County Human Resources Management Division have teamed up to host a Community Job Expo. We would like to extend an invitation to your organization to participate in our job fair on Wednesday, June 24, 2009 from 10:00 a.m. to 4:00 p.m. at the Travis County Exposition Center. There are no registration or attendance fees associated with your participation; however, we do request all employers have current job openings.

This career fair will be widely publicized throughout the city of Austin, surrounding cities and communities. We are anticipating a very large turn out. We believe this job fair will give the people of our community the necessary resources to enhance our local job market and decrease our crime rate.

Enclosed you will find a confirmation request form. In order to ensure we can accommodate all participating agencies we would appreciate your response by June 12, 2009. Additional information regarding directions, parking, etc. will be provided prior to the event.

If you have any questions concerning the Community Job Fair, please contact one of the coordinators listed below. We look forward to hearing from you.

Sincerely,



GREG HAMILTON

Job Fair Contacts:

Alison Gomez
HR Assistant Sr., Travis County Sheriff's Office
512-854-9302
Alison.Gomez@co.travis.tx.us

Harve Franklin
HR Specialist, HRMD
512-854-4824
Harve.Franklin@co.travis.tx.us

Harve Franklin
Travis County HRMD
512-854-4824 - voice
512-854-4203 - fax
Harve.franklin@co.travis.tx.us

Travis County Commissioners Court Agenda Request

Meeting Date: May 12, 2009

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

B. Specific Agenda Language:

CONSIDER AND TAKE APPROPRIATE ACTION ON UPDATE FROM GOLFSMITH REGARDING NOMINATION OF GOLFSMITH AS A TEXAS ENTERPRISE PROJECT AND A REQUEST TO SET A PUBLIC HEARING DATE ON MAY 19, 2009.

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.

VIA FACSIMILE 512.936.0520

May 12, 2009

Mr. Joe H. Morin
Small Business Advocate
Office of the Governor, Economic Development and Tourism
221 East 11th Street
Austin, Texas 78701

RE: Nomination of Golfsmith International, L.P. as a Texas Enterprise Project

Dear Mr. Morin:

Golfsmith International, L.P. has requested that Travis County nominate Golfsmith International, L.P. to the Texas Economic Development Bank for consideration and designation as a Texas Enterprise Project.

The Travis County Commissioners' Court will hold a public hearing on May 19, 2009 at 9:00 A.M. to consider comments on an order to participate in the Texas Enterprise Zone Program, as amended by the 80th Texas Legislative Session, and to consider nominating Golfsmith International, L.P. as a Texas Enterprise Project. As required by 10 TEX. ADMIN. Code Sec. 176.2(1)(A), the public notice is being posted this date on the official bulletin board at the Travis County Courthouse. Additionally, a public notice has been published this date in the *Austin American-Statesman*. Copies of the notices are enclosed.

For additional information, please contact me at 512/854-9555.

Sincerely,

Samuel T. Biscoe
Travis County Judge

Enclosures

Public Hearing Notice

The Travis County Commissioners Court will conduct a public hearing on May 19, 2009, at 9 A.M. at the Commissioners Courtroom, on the first floor of the Travis County Administration Building/Granger Building at 314 W. 11th Street, Austin, Texas, to consider comments concerning the adoption of an order to participate in the Texas Enterprise Zone Program. The hearing will include discussion of any tax or other incentives which might be available to the Texas Enterprise Zone Program under existing Travis County policy, but which is not currently proposed for the Golfsmith International, L.P. Project, and consideration of the nomination of Golfsmith International, L.P., located at 11000 North I-H 35, Austin, Texas, to the Office of the Governor as a Texas Enterprise Project. All interested parties are encouraged to attend and present their views. For additional information, contact the office of the Honorable Judge Samuel T. Biscoe (512/854-9555).

This public notice was posted on the official bulletin board of the Travis County Commissioners Court, on the first floor of the Travis County Courthouse Building at 1000 Guadalupe St., Austin, Texas at _____ a.m., May _____, 2009.

Public Hearing Notice

The Travis County Commissioners Court will conduct a public hearing on May 19, 2009, at 9 A.M. at the Commissioners Courtroom, on the first floor of the Travis County Administration Building/Granger Building at 314 W. 11th Street, Austin, Texas, to consider comments concerning the adoption of an order to participate in the Texas Enterprise Zone Program. The hearing will include discussion of any tax or other incentives which might be available to the Texas Enterprise Zone Program under existing Travis County policy, but which is not currently proposed for the Golfsmith International, L.P. Project, and consideration of the nomination of Golfsmith International, L.P., located at 11000 North I-H 35, Austin, Texas, to the Office of the Governor as a Texas Enterprise Project. All interested parties are encouraged to attend and present their views. For additional information, contact the office of the Honorable Judge Samuel T. Biscoe (512/854-9555).

Travis County Commissioners' Court Agenda Request

Meeting Date: May 12, 2009

I. A. Requestor: DEECE ECKSTEIN, IGR Phone # 854-9754

B. Specific Agenda Wording:

1. CONSIDER AND TAKE APPROPRIATE ACTION ON LEGISLATIVE MATTERS, INCLUDING:

- A. Status report on the 81st Texas Legislature;
- B. Status report on Travis County legislative priorities, including House Bills 612, 1119, 1335, 1440, 1531, 1981, 2100, 2161, 2162, 2167, 2414, 2693, 3468, 3585, 3616, 3787, 3963, 4175, and 4262, and Senate Bills 497, 578, 1299, 1783, 2202, 2280, 2451, 2452 and 2472;
- C. Status report on Travis County legislative activities, including House Bills 2, 9, 17, 46, 78, 88, 117, 127, 133, 134, 337, 402, 561, 562, 564, 612, 650, 692, 701, 711, 721, 755, 765, 773, 987, 1018, 1029, 1038, 1092, 1211, 1284, 1483, 1507, 1575, 1576, 1674, 1906, 1909, 1920, 2007, 2170, 2369, 2495, 2524, 2573, 2859, 3158, 3448, 3607, 3983, 4729, and 4756, House Joint Resolutions 15, 22, 36, 43, 55, and 84, Senate Bills 1, 16, 18, 218, 253, 294, 299, 383, 402, 555, 624, 678, 700, 721, 771, 855, 942, 1310, 1323, 2294, 2301, and 2474, and Senate Joint Resolutions 10 and 48;

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.

SEE LIST BELOW	

III. Required Authorizations: Please check if applicable:

NONE APPLICABLE.

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.

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NAMES, PHONE NUMBERS AND EMAIL ADDRESSES OF PERSONS WHO MIGHT BE AFFECTED BY OR BE INVOLVED WITH THIS REQUEST:

Alicia Perez, Executive Manager
Administrative Operations
Phone: 854-9343
Email: Alicia.Perez@co.travis.tx.us

Rodney Rhoades, Executive Manager
Planning and Budget Office
Phone: 854-9106
Email: rodney.rhoades@co.travis.tx.us

Danny Hobby, Executive Manager
Emergency Medical Services
Phone: 854-4416
Email: danny.hobby@co.travis.tx.us

Joe Gieselman, Executive Manager
Transportation and Natural Resources
Phone: 854-9383
Email: JOE.GIESELMAN@co.travis.tx.us

Roger Jefferies, Executive Manager
Justice and Public Safety
Phone: 854-4415
Email: ROGER.JEPPERIES@co.travis.tx.us

Sherrie Fleming, Executive Manager
Health and Human Services
Phone: 854-4101
Email: Sherri.Fleming@co.travis.tx.us

Cyd Grimes

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.

Purchasing Agent

Phone: 854-9700

Email: CYD.GRIMES@co.travis.tx.us

David Escamilla

County Attorney

Phone: 854-9415

Email: David.Escamilla@co.travis.tx.us

Susan Spataro

County Auditor

Phone: 854-9125

Email: Susan.Spataro@co.travis.tx.us

22

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 05/12/09
(Date)

Working Session _____
(Date)

I. A. Request made by: COUNTY ATTORNEY (Tim Labadie) Phone: 854-5864

Signature of Elected Official/Appointed Official/Executive
Manager/County Attorney

B. Requested Text:

Consider and take appropriate action concerning the settlement offer regarding payment for Starflight services rendered to Jonathan Gayosso (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.

Danny Hobby 854-9367

III. Required Authorizations: Please check if applicable:

A. 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

B. Human Resources Department (854-9165)

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

C. Purchasing Office

_____ Bid, Purchase Contract, Request for Proposal, Procurement

D. County Attorney's Office (854-9415)

_____ Contract, Agreement, Policy & Procedure

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

C2

Travis County Commissioners Court Agenda Request

Voting Session Tuesday, May 12, 2009
(Date)

Work Session _____
(Date)

I. A. Request made by: Gillian Porter Phone: 854-4722
Commissioners Court Specialist
Commissioners Court Minutes/County Clerk's Office

B. Requested Text: **Approve the Commissioners Court Minutes for the
Voting Session of April 28, 2009**

C. Approved By:


Dana DeBeauvoir, Travis County Clerk

- II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (Original and eight copies)
- B. Please list all of the agencies or officials' names and telephone numbers that might be affected or be involved with the request. Send a copy of this Agenda Request and backup to them.
- III. Is back-up material attached? YES

AGENDA REQUEST DEADLINE: This Agenda Request, complete with backup memorandum and exhibits, should be submitted to the County Judge's Office no later than 12:00 PM on Tuesday for the following week's meeting. Late or incomplete requests may be deferred to the next meeting.

MINUTES OF MEETING APRIL 28, 2009

TRAVIS COUNTY COMMISSIONERS' COURT

On Tuesday, the 28th day of April 2009, the Commissioners' Court convened the Voting Session at 9:14 AM in the Commissioners' Courtroom, 1st Floor of the Ned Granger Administration Building, 314 West 11th Street, Austin, Texas. Dana DeBeauvoir, County Clerk, was represented by Deputy Gillian Porter.

The Commissioners Court recessed the Voting Session at 12:04 PM.

The Commissioners Court, meeting as the Travis County Housing Finance Corporation, convened at 1:43 PM and adjourned at 1:44 PM.

The Commissioners Court reconvened the Voting Session at 1:44 PM.

The Commissioners Court retired to Executive Session at 1:44 PM.

The Commissioners Court reconvened the Voting Session at 2:31 PM.

The Commissioners Court adjourned the Voting Session at 2:33 PM.

CITIZENS COMMUNICATION

Members of the Court heard from: Karen Ruzicka, Secretary, Mountain View Estates Homeowners Association; Gus Peña, Travis County Resident; Pete Baldwin, Emergency Management Coordinator, Travis County Emergency Services; Andrea Colunga Bussey, Division Director, Family Support Services, Travis County Health and Human Services and Veteran Services (TCHHS&VS); Ana Almaguel, Planner, TCHHS&VS; Ronnie Gjemre, Travis County Resident; and Maurice Priest, Travis County Resident. (9:15 AM)

CONSENT ITEMS

Motion by Commissioner Davis **and seconded by** Commissioner Gómez to approve the following Consent Items: C1-C2 and Items 2, 3.A&B, 4, 6, 7, 8, 9, 10, 11, 12, 18, 19, 20, 22.A-I, 22.K, 24, 26, 27, 28.A-C, 31, and A1.A&B. (9:40 AM)

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

- C1. RECEIVE BIDS FROM COUNTY PURCHASING AGENT.
- C2. APPROVE SETTING A PUBLIC HEARING ON MAY 19, 2009 TO RECEIVE COMMENTS REGARDING A REQUEST TO AUTHORIZE THE FILING OF AN INSTRUMENT TO VACATE A 7.5 FOOT PUBLIC UTILITY EASEMENT LOCATED PARALLEL TO THE SOUTHWESTERLY LOT LINE OF LOT 5 OF CAMELOT SECTION 4 SUBDIVISION IN PRECINCT THREE.
(COMMISSIONER HUBER)

RESOLUTIONS AND PROCLAMATIONS

- 1. APPROVE PROCLAMATION TO OBSERVE NATIONAL COUNTY GOVERNMENT WEEK MAY 3 THROUGH 9, 2009; PUBLIC SERVICE RECOGNITION WEEK MAY 4 THROUGH 10, 2009; AND TRAVIS COUNTY EMPLOYEE RECOGNITION DAY, TUESDAY, MAY 12, 2009.
(COMMISSIONER GÓMEZ) (9:45 AM)

Members of the Court heard from: Linda Moore Smith, Director, Human Resources Management Department (HRMD); and Kris Nilsen, Human Resources Specialist, HRMD.

Motion by Judge Biscoe **and seconded by** Commissioner Gómez to approve the proclamation in Item 1.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

ADMINISTRATIVE OPERATIONS ITEMS

2. 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 \$838,227.39 FOR THE PERIOD OF APRIL 10 TO 16, 2009. (9:40 AM)

Clerk's Note: Item 2 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

3. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING: (9:40 AM)

A. PROPOSED ROUTINE PERSONNEL AMENDMENTS; AND

B. REQUEST FROM TRAVIS COUNTY COUNSELING AND EDUCATION SERVICES FOR AN EXCEPTION TO TRAVIS COUNTY CODE CHAPTER 10.03006, CRITERIA FOR DETERMINING PAY FOR NEW HIRES.

Clerk's Note: Items 3.A&B approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

4. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING THE POTENTIAL LEASE BETWEEN HARRY M. WHITTINGTON, D/B/A TRAVIS PROPERTIES AND TRAVIS COUNTY, TEXAS. (9:40 AM)

Clerk's Note: Item 4 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

JUSTICE AND PUBLIC SAFETY ITEMS

5. RECEIVE UPDATE ON STATUS OF OFFICE OF CHILD REPRESENTATION AND OFFICE OF PARENTAL REPRESENTATION. (9:51 AM)

Members of the Court heard from: Roger Jefferies, Executive Manager, Justice and Public Safety (JPS); Stephanie Ledesma, Managing Attorney, Office of Parental Representation; and Leslie Hill, Managing Attorney, Office of Child Representation.

Discussion only. No formal action taken.

6. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO AUTHORIZE THE LAW ENFORCEMENT STAFFING COMMITTEE TO CONTINUE WORK WITH THE TRAVIS COUNTY SHERIFF'S OFFICE LAW ENFORCEMENT BUREAU THROUGH FISCAL YEAR 2010. (9:40 AM)

Clerk's Note: Item 6 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

PURCHASING OFFICE ITEMS

7. DECLARE LISTING OF CERTAIN EQUIPMENT AS SURPLUS AND SELL AT PUBLIC AUCTION PURSUANT TO SECTION 263.151 OF THE TEXAS LOCAL GOVERNMENT CODE. (9:40 AM)

Clerk's Note: Item 7 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

8. APPROVE CONTRACT NO. PS090038VR, TANIA GLENN & ASSOCIATES, PA, TO PROVIDE PROFESSIONAL VISITATION SERVICES FOR THE DOMESTIC RELATIONS OFFICE. (9:40 AM)

Clerk's Note: Item 8 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

9. REJECT ALL BIDS RECEIVED FOR IFB NO. B090187RG, ARMORED CAR SERVICE AND RE-SOLICIT. (9:40 AM)

Clerk's Note: Item 9 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

10. APPROVE CONTRACT NO. PS090055VR, LIFETIME RECOVERY CHEMICAL DEPENDENCY TREATMENT CENTER, TO PROVIDE RESIDENTIAL SUBSTANCE ABUSE TREATMENT SERVICES FOR THE DRUG DIVERSION COURT PROGRAM. (9:40 AM)

Clerk's Note: Item 10 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

11. APPROVE MODIFICATION NO. 1, ASSIGNMENT OF CONTRACT NO. PS030160JW FROM CAMPBELL A. GRIFFIN TO CORNELL CORRECTIONS OF TEXAS, INC., FOR RESIDENTIAL TREATMENT SERVICES. (9:40 AM)

Clerk's Note: Item 11 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

12. APPROVE MODIFICATION NO. 5, TERMINATION OF CONTRACT NO. PS070124VR, THE AUSTIN TRAVIS COUNTY RE-ENTRY ROUNDTABLE. (9:40 AM)

Clerk's Note: Item 12 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

13. APPROVE MODIFICATION NO. 6 TO CONTRACT NO. 08T00073RG, A-TEX PEST MANAGEMENT, FOR PEST CONTROL SERVICES. (10:04 AM)

Members of the Court heard from: Bonnie Floyd, Assistant Purchasing Agent; and John Carr, Division Manager, Building Maintenance and Repair, Facilities Management.

Motion by Commissioner Davis **and seconded by** Commissioner Gómez to approve Item 13.

Motion carried: County Judge Samuel T. Biscoe yes
 Precinct 1, Commissioner Ron Davis yes
 Precinct 2, Commissioner Sarah Eckhardt yes
 Precinct 3, Commissioner Karen Huber yes
 Precinct 4, Commissioner Margaret J. Gómez yes

14. APPROVE MODIFICATION NO. 1 TO PURCHASE ORDER NO. 403012, BJ ELECTRIC CO., FOR TRENCHING AND CONDUIT INSTALLATION FROM THE HOLT BUILDING TO THE RUSK BUILDING. (9:14 AM)

Item 14 postponed.

15. APPROVE MODIFICATION NO. 9 TO CONTRACT NO. PS070232DG, MWM DESIGN GROUP, FOR ADDITIONAL PROFESSIONAL SURVEYING SERVICES AT LOT 3C, SMART FACILITY. (10:10 AM)

Members of the Court heard from: Marvin Brice, Construction Procurement Management, Purchasing; John Hille, Assistant County Attorney; and Gabriel Stock, Senior Architectural Associate, Facilities Management.

Motion by Commissioner Gómez **and seconded by** Commissioner Eckhardt to approve Item 15.

Motion carried: County Judge Samuel T. Biscoe yes
 Precinct 1, Commissioner Ron Davis yes
 Precinct 2, Commissioner Sarah Eckhardt yes
 Precinct 3, Commissioner Karen Huber yes
 Precinct 4, Commissioner Margaret J. Gómez yes

16. APPROVE TERMINATION OF CONTRACT NO. PS040224ML, FATHER JESSE EURESTI, FOR CHAPLAIN SERVICES. (9:15 AM)

Item 16 postponed.

TRANSPORTATION AND NATURAL RESOURCES DEPT. ITEMS

17. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING:
(9:15 AM)

A. PROPOSED MODIFICATION TO TRAVIS COUNTY CODE CHAPTER 1.019, COUNTY VEHICLE USAGE POLICY; AND

B. REQUEST TO APPROVE PAYMENT OF OUTSTANDING TOLL AMOUNTS.

Items 17.A&B postponed until May 5, 2009.

18. CONSIDER AND TAKE APPROPRIATE ACTION ON THE ACCEPTANCE OF DEDICATION OF STREET AND DRAINAGE FACILITIES IN NOACK HILL SUBDIVISION IN PRECINCT THREE. (COMMISSIONER HUBER) (9:40 AM)

Clerk's Note: Item 18 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

19. CONSIDER AND TAKE APPROPRIATE ACTION ON A PROPOSAL TO QUITCLAIM DEED ALL INTEREST TRAVIS COUNTY MAY HAVE, IF ANY, IN A 1.18 ACRE TRACT OF LAND - PREVIOUSLY PART OF OLD HIGHWAY 71 RIGHT OF WAY - TO THE SOLE ADJOINING PROPERTY OWNER. (COMMISSIONER GÓMEZ) (9:40 AM)

Clerk's Note: Item 19 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

20. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO ENTER INTO THE HOWARD LANE II INTERLOCAL COOPERATION AGREEMENT WITH THE CITY OF AUSTIN FOR THE EXTENSION OF HOWARD LANE FROM CAMERON ROAD TO STATE HIGHWAY 130 IN PRECINCT ONE. (COMMISSIONER DAVIS) (9:40 AM)

Clerk's Note: Item 20 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

PLANNING AND BUDGET DEPT. ITEMS

21. CONSIDER AND TAKE APPROPRIATE ACTION ON BUDGET AMENDMENTS, TRANSFERS AND DISCUSSION ITEMS. (10:12 AM)

Members of the Court heard from: Diana Ramirez, Budget Analyst, Planning and Budget Office (PBO); Leroy Nellis, Budget Manager, PBO; and Rodney Rhoades, Executive Manager, PBO.

Motion by Commissioner Davis **and seconded by** Commissioner Gómez to approve Item 21.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

22. REVIEW AND APPROVE REQUESTS REGARDING GRANT PROPOSALS, APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE: (9:40 AM)

- A. NEW GRANT APPLICATION TO CAPITAL AREA COUNCIL OF GOVERNMENTS FOR TRAVIS COUNTY STAR FLIGHT EQUIPMENT ENHANCEMENTS;
- B. NEW GRANT APPLICATION TO THE U.S. DEPARTMENT OF JUSTICE – BUREAU OF JUSTICE ASSISTANCE FOR THE SHERIFF'S OFFICE TO BE REIMBURSED FOR EXPENSES INCURRED UNDER THE IMMIGRATION AND NATURALIZATION ACT OF 1994 FROM JULY 1, 2007 TO JUNE 30, 2008;
- C. NEW GRANT APPLICATION TO THE TARGET CORPORATION FOR THE SHERIFF'S OFFICE TO TAKE THE SHATTERED DREAMS PROGRAM TO OTHER HIGH SCHOOLS IN THE COUNTY TO EDUCATE TEENAGERS ON THE DANGER OF DRINKING AND DRIVING;
- D. NEW GRANT APPLICATION TO THE TEXAS DEPARTMENT OF AGRICULTURE FOR JUVENILE PROBATION TO RECEIVE AMERICAN RECOVERY AND REINVESTMENT ACT RESOURCES FOR ONE-TIME FOOD SERVICE RELATED EQUIPMENT;

ITEM 22 CONTINUED

- E. NEW GRANT APPLICATION TO THE GOVERNOR'S DIVISION OF EMERGENCY MANAGEMENT FOR HOMELAND SECURITY GRANT FOR A VIDEO CONFERENCING NETWORK IN EMERGENCY SERVICES;
- F. CONTINUATION GRANT APPLICATION TO THE OFFICE OF ATTORNEY GENERAL TO CONTINUE THE VICTIM COORDINATOR AND LIAISON GRANT IN THE DISTRICT ATTORNEY'S OFFICE;
- G. CONTINUATION GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR TO CONTINUE DWI COURT PROGRAM IN THE ADULT PROBATION DEPARTMENT;
- H. CONTINUATION GRANT APPLICATION THE U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES FOR TRAVIS COUNTY TO PARTICIPATE IN THE THIRD YEAR OF THE POTENTIAL FIVE-YEAR PARENTING IN RECOVERY PROJECT WITH TRAVIS COUNTY HEALTH AND HUMAN SERVICES AND VETERANS SERVICES SERVING AS THE REGIONAL PARTNERSHIP PROJECT LEAD. THE APPLICATION INCLUDES A CASH MATCH REQUIREMENT FOR FISCAL YEAR 2010 THAT WILL BE REQUESTED AND REVIEWED AS A PART OF THE BUDGET PROCESS;
- I. CONTINUATION GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR'S CRIMINAL JUSTICE DIVISION TO CONTINUE THE FAMILY DRUG TREATMENT COURT TO PROTECT THE SAFETY AND WELFARE OF CHILDREN BY ASSISTING PARENTS WITH SUBSTANCE ABUSE PROBLEMS;

Clerk's Note: Items 22.A-I approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

ITEM 22 CONTINUED

22. REVIEW AND APPROVE REQUESTS REGARDING GRANT PROPOSALS, APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE:
(9:44 AM)

J. NEW GRANT CONTRACT WITH AUSTIN-TRAVIS COUNTY MENTAL HEALTH AND MENTAL RETARDATION TO FUND A CARE COORDINATOR POSITION IN THE HEALTH AND HUMAN SERVICES DEPARTMENT TO SUPPORT THE COMMUNITY AND FAMILY REINTEGRATION PROJECT; AND

Motion by Commissioner Davis **and seconded by** Commissioner Gómez to approve Item 22.J.

Motion carried:

County Judge Samuel T. Biscoe	abstain
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

22. REVIEW AND APPROVE REQUESTS REGARDING GRANT PROPOSALS, APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE:
(9:40 AM)

K. GRANT CONTRACT AMENDMENT WITH THE STATE OF TEXAS OFFICE OF THE ATTORNEY GENERAL FOR JUVENILE PROBATION TO EXTEND THE GRANT TERM TO SEPTEMBER 30, 2009 FOR THE COURT ORDER PARENT EDUCATION PROJECT.

Clerk's Note: Item 22.K approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

23. CONSIDER AND TAKE APPROPRIATE ACTION ON PROCEDURE FOR COORDINATING GRANT APPLICATIONS FROM VARIOUS COUNTY DEPARTMENTS. (COMMISSIONER ECKHARDT) (10:27 AM)

Members of the Court heard from: Rodney Rhoades, Executive Manager, PBO; Susan Spataro, Travis County Auditor; and Alicia Perez, Executive Manager, Administrative Operations.

Motion by Judge Biscoe and seconded by Commissioner Huber that we authorize the Commissioners Eckhardt and Gomez to work with our Executive Managers and Deece Eckstein, Intergovernmental Relations Officer, to the extent that he can become available, representatives from the Sheriff's Office, the Auditor or representative from the Auditor's office and Purchasing, to put together a proposal that enables us to cooperate and collaborate more, and be more systematic in our efforts to access the national stimulus dollars.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

Item 23 to be reposted May 5, 2009.

Clerk's Note: The Court expressed their appreciation to the Staff who have been working on this project so far.

OTHER ITEMS

24. APPROVE PAYMENT OF CLAIMS AND AUTHORIZE COUNTY TREASURER TO INVEST COUNTY FUNDS. (9:40 AM)

Clerk's Note: Item 24 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

AT 11:00 A.M.

25. CONSIDER AND TAKE APPROPRIATE ACTION ON LEGISLATIVE MATTERS, INCLUDING: (11:15 AM)

A. STATUS REPORT ON THE 81ST TEXAS LEGISLATURE;

Members of the Court heard from: Deece Eckstein, Intergovernmental Relations Officer.

Discussion only. No formal action taken.

25. CONSIDER AND TAKE APPROPRIATE ACTION ON LEGISLATIVE MATTERS, INCLUDING: (11:54 AM)

B. STATUS REPORT ON TRAVIS COUNTY LEGISLATIVE PRIORITIES, INCLUDING HOUSE BILLS 612, 1119, 1335, 1440, 1531, 1981, 2100, 2161, 2162, 2167, 2414, 2693, 3468, 3585, 3616, 3787, 3963, 4175 AND 4262, AND SENATE BILLS 497, 578, 1299, 1783, 2202, 2280, 2451, 2452 AND 2472;

Members of the Court heard from: Deece Eckstein, Intergovernmental Relations Officer; and Bill Derryberry, Senior Budget Analyst, PBO.

Discussion only. No formal action taken.

ITEM 25 CONTINUED

25. CONSIDER AND TAKE APPROPRIATE ACTION ON LEGISLATIVE MATTERS, INCLUDING: (11:18 AM)

C. STATUS REPORT ON TRAVIS COUNTY LEGISLATIVE ACTIVITIES, INCLUDING HOUSE BILLS 2, 9, 17, 46, 78, 88, 117, 127, 133, 134, 337, 402, 561, 562, 564, 612, 650, 692, 701, 711, 721, 765, 773, 987, 1015, 1029, 1038, 1092, 1211, 1271, 1284, 1483, 1507, 1575, 1576, 1674, 1909, 1920, 2369, 2495, 2524, 2573, 2859, 3158, 3448, 3607, 3983, 4729 AND 4756; HOUSE JOINT RESOLUTIONS 15, 22, 36, 43, 55 AND 84; SENATE BILLS 1, 16, 18, 218, 253, 294, 299, 383, 402, 555, 624, 678, 678, 700, 721, 771, 855, 942, 2294 AND 2474; AND SENATE JOINT RESOLUTIONS 10 AND 48;

Clerk's Note: The Court discussed SB 402 and 700, relating to appraisal caps, regarding a draft letter presented by Staff explaining the Commissioners Court's reasons for opposing these bills.

Members of the Court heard from: Deece Eckstein, Intergovernmental Relations Officer.

Motion by Commissioner Huber **and seconded by** Commissioner Davis that we accept and send these letters to Senator Watson, Senator Wentworth, and any other senator as appropriate.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

Clerk's Note: The Court noted that the letter would be sent to all senators and to the Conference of Urban Counties (CUC).

ITEM 25 CONTINUED

25. CONSIDER AND TAKE APPROPRIATE ACTION ON LEGISLATIVE MATTERS, INCLUDING: (11:16 AM)

D. SENATE BILL 1323 AND HOUSE BILL 1906 - RELATING TO THE AMOUNT OF A SURCHARGE ASSESSED ON CONVICTION OF CERTAIN INTOXICATED DRIVER OFFENSES ON THE DRIVER'S LICENSE OF CERTAIN PERSONS WHO COMPLETE A DRUG COURT PROGRAM;

Members of the Court heard from: The Honorable Elisabeth Earle, Judge, County Court at Law Number Seven; and Deece Eckstein, Intergovernmental Relations Officer.

Motion by Commissioner Eckhardt **and seconded by** Commissioner Gómez that we actively support SB 1323 and HB 1906.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

25. CONSIDER AND TAKE APPROPRIATE ACTION ON LEGISLATIVE MATTERS, INCLUDING: (11:26 AM)

E. ADDED ITEM: HOUSE BILL 1976 - RELATING TO THE OPERATION OF PROPERTY OWNERS' ASSOCIATIONS;

Members of the Court heard from: Deece Eckstein, Intergovernmental Relations Officer.

Discussion only. No formal action taken.

ITEM 25 CONTINUED

25. CONSIDER AND TAKE APPROPRIATE ACTION ON LEGISLATIVE MATTERS, INCLUDING: (11:28 AM)

F. ADDED ITEM: HOUSE BILL 755 - RELATING TO THE CREATION OF THE COUNTY AND DISTRICT COURT TECHNOLOGY FUND; IMPOSING A FEE;

Clerk's Note: The Court discussed:

- That the \$4 technology fee meets Travis County criteria for a new fee, and is included in another bill which is supported by the County;
- That the increase from \$5 to \$50 for the juvenile delinquency prevention and graffiti eradication fee does not meet the criteria;
- That the fee collected would not stay within the County but would go to the State;
- That part of the fee would be assessed against all defendants but used to fund something unrelated.

Members of the Court heard from: Deece Eckstein, Intergovernmental Relations Officer.

Motion by Judge Biscoe and seconded by Commissioner Gómez to oppose it, especially the \$50 fee for the reasons stated above.

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

ITEM 25 CONTINUED

25. CONSIDER AND TAKE APPROPRIATE ACTION ON LEGISLATIVE MATTERS, INCLUDING: (11:33 AM)

G. ADDED ITEM: SENATE BILL 2301 - RELATING TO THE CALCULATION OF THE AD VALOREM ROLLBACK TAX RATES OF CERTAIN TAXING UNITS;

Members of the Court heard from: Deece Eckstein, Intergovernmental Relations Officer; and Susan Spataro, Travis County Auditor.

Motion by Commissioner Gómez **and seconded by** Commissioner Huber to oppose SB 2301.

A Friendly Amendment to the previous Motion was offered by Judge Biscoe that we add to our opposition letter that the portion of our property taxes that goes back to State be shown on every Homeowner's tax bill.

Acceptance of the Friendly Amendment was made by Commissioner Gómez **and** Commissioner Huber.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

ITEM 25 CONTINUED

25. CONSIDER AND TAKE APPROPRIATE ACTION ON LEGISLATIVE MATTERS, INCLUDING: (11:45 AM)

H. ADDED ITEM: HOUSE BILL 2007 - RELATING TO THE PAYMENT OF COSTS INCURRED BY INITIATION OF EMERGENCY DETENTION HEARINGS FOR PERSONS WITH MENTAL ILLNESS;

Members of the Court heard from: Deece Eckstein, Intergovernmental Relations Officer.

Motion by Commissioner Gómez **and seconded by** Commissioner Eckhardt to support it.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

Clerk's Note: By approving the Motion in Item 25.H the Court expresses its support for HB 2007.

25. CONSIDER AND TAKE APPROPRIATE ACTION ON LEGISLATIVE MATTERS, INCLUDING: (11:48 AM)

I. ADDED ITEM: HOUSE BILL 2170 - RELATING TO THE MINIMUM NUMBER OF COUNTY JAILERS NECESSARY TO STAFF A COUNTY JAIL;

Members of the Court heard from: Deece Eckstein, Intergovernmental Relations Officer.

Discussion only. No formal action taken.

ITEM 25 CONTINUED

25. CONSIDER AND TAKE APPROPRIATE ACTION ON LEGISLATIVE MATTERS, INCLUDING: (11:50 AM)

J. ADDED ITEM: HOUSE BILL 1184 - RELATING TO DETERMINING POPULATION FOR THE CREATION OF CIVIL SERVICE SYSTEMS IN CERTAIN COUNTIES;

K. ADDED ITEM: HOUSE BILL 2673 - RELATING TO CONDITIONS OF EMPLOYMENT FOR AN EMPLOYEE OF CERTAIN SHERIFF'S DEPARTMENTS; AND

Clerk's Note: Items 25.J&K are associated with one another and were called for concurrent discussion.

Members of the Court heard from: Deece Eckstein, Intergovernmental Relations Officer.

No action required on Items 25.J&K.

Items 25.J&K to be reposted on May 5, 2009.

25. CONSIDER AND TAKE APPROPRIATE ACTION ON LEGISLATIVE MATTERS, INCLUDING: (11:50 AM)

L. ADDED ITEM: SENATE BILL 1310 - RELATING TO A PROGRAM ALLOWING FOR COUNTYWIDE VOTING LOCATIONS IN CERTAIN ELECTIONS.

Members of the Court heard from: Deece Eckstein, Intergovernmental Relations Officer.

Motion by Judge Biscoe **and seconded by** Commissioner Eckhardt to support HB 1310 if, based on our understanding, that it is permissive, and it authorizes this but does not mandate.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

26. RECEIVE RACIAL PROFILING REPORT FOR CALENDAR YEAR 2008 FROM TRAVIS COUNTY CONSTABLE PRECINCT THREE. (9:40 AM)

Clerk's Note: Item 26 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

27. RECEIVE RACIAL PROFILING REPORT FOR CALENDAR YEAR 2008 FROM TRAVIS COUNTY CONSTABLE PRECINCT TWO. (9:40 AM)

Clerk's Note: Item 27 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

28. CONSIDER AND TAKE APPROPRIATE ACTION ON RENEWAL BONDS FOR THE FOLLOWING VISITING JUSTICES OF THE PEACE: (9:40 AM)

- A. CELIA CASTRO;
- B. DEBORAH LYNN RICHARDSON; AND
- C. HARRIET M. MURPHY. (JUDGE BISCOE)

Clerk's Note: Items 28.A-C approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

29. RECEIVE NOTICE OF REVISED FEE SCHEDULE RELATED TO LIVESTOCK ESTRAY IMPOUND AND STORAGE FEES CHARGED BY THE TRAVIS COUNTY SHERIFF AS ALLOWED BY TEXAS AGRICULTURAL CODE CHAPTER 142. (11:58 AM)

Members of the Court heard from: Francisco Ordaz, Financial Manager, Travis County Sheriff's Office (TCSO); and Janis Bading, Sergeant, Estray Unit, TCSO.

Discussion only. No formal action taken.

30. RECEIVE AND DISCUSS AS NECESSARY THE FISCAL YEAR 2009 MID-YEAR REPORT AND TAKE APPROPRIATE ACTION. (11:03 AM)

Members of the Court heard from: Blain Keith, Chief Assistant County Auditor, Travis County Auditor's Office; Susan Spataro, Travis County Auditor; and Rodney Rhoades, Executive Manager, PBO.

Discussion only. No formal action taken.

Item 30 to be reposted on May 12, 2009.

31. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO SET A PUBLIC HEARING DATE FOR MAY 19, 2009 TO RECEIVE COMMENTS REGARDING A PROPOSED ISSUANCE OF THE OGLESBY EDUCATIONAL FACILITIES CORPORATION BONDS, SERIES 2009 (CHAPARRAL STAR ACADEMY, INC. D/B/A STAR CHARTER SCHOOL PROJECT). (9:40 AM)

Clerk's Note: Item 31 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

EXECUTIVE SESSION ITEMS

Note 1 Gov't Code Ann 551.071, Consultation with Attorney

Note 2 Gov't Code Ann 551.072, Real Property

Note 3 Gov't Code Ann 551.074, Personnel Matters

The Commissioners Court will consider the following items in Executive Session. The Commissioners Court may also consider any other matter posted on the agenda if there are issues that require consideration in Executive Session and the Commissioners Court announces that the item will be considered during Executive Session.

32. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING POSSIBLE SALE OF COUNTY OWNED LAND OFF FM 969 IN EAST AUSTIN. ^{1 AND 2}
(9:15 AM)

Clerk's Note: Judge Biscoe announced that Item 32 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

Item 32 postponed.

33. RECEIVE UPDATE REGARDING PARKE OWNERS ASSOCIATION RELATIONSHIP TO COUNTY BALCONES CANYONLAND PRESERVE LAND AND TAKE APPROPRIATE ACTION. ^{1 AND 2} (1:44 PM) (2:31 PM)

Clerk's Note: Judge Biscoe announced that Item 33 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

Motion by Judge Biscoe and seconded by Commissioner Huber that we authorize the two County staff currently on the board to seek re-election; and that we authorize them to take reasonable steps to obtain a third Travis County representative; and that they work with Legal to put together a strategy for us to achieve a permanent solution to this issue.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

34. RECEIVE BRIEFING FROM COUNTY ATTORNEY AND TAKE APPROPRIATE ACTION IN MATTHEW DOOLITTLE VS. JOHN CHARLES LOUGHRAN, INDIVIDUALLY AND AS REPRESENTATIVE OF THE TRAVIS COUNTY SHERIFF'S OFFICE, TRAVIS COUNTY SHERIFF'S OFFICE AND TRAVIS COUNTY. ¹ (1:44 PM) (2:32 PM)

Clerk's Note: Judge Biscoe announced that Item 34 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Motion by Judge Biscoe and seconded by Commissioner Gómez that we authorize the County Attorney to bring a third party into the lawsuit.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

ADDED ITEM

A1. APPROVE THE FOLLOWING CONTRACT AWARDS FOR RFS NO. S090063RE FOR WORKFORCE DEVELOPMENT SERVICES: (9:40 AM)

- A. PS090063RE - VENTANA DEL SOL; AND
- B. PS090234 - WORKFORCE SOLUTIONS.

Clerk's Note: Items A1.A&B approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

ADJOURNMENT

Motion by Commissioner Davis **and seconded by** Commissioner Gómez to adjourn the Voting Session. (2:33 PM)

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

MINUTES APPROVED BY THE COMMISSIONERS' COURT

Date of Approval

Samuel T. Biscoe, Travis County Judge

RECEIVED
COUNTY JUDGE'S OFFICE
09 MAY -6 PM 5:02
#

Travis County Bee Cave Road District No. 1 Agenda Request

Voting Session 05/12/09

Work Session _____

(Date)

1. A. Request made by: County Attorney (JH) Phone # 854-9513
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

B. Requested Text: Receive legal briefing regarding status of outstanding bonds of Travis County Bee Cave Road District No. 1 (Galleria). (Executive Session pursuant to Tex. Gov't. Code §551.071).

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

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

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

Hon. David A. Escamilla, Travis County Attorney	854-9415
Mr. J. Elliott Beck, Dir., Tax Div., TCAO	854-9513
Mr. Glen Opel, Vinson & Elkins	542-8429
Mr. D. Ladd Pattillo	328-5224
Mr. John C. Hille, Jr., Dir., Trans. Div., TCAO	854-9513
Karon Wright, 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 HOUSING FINANCE CORPORATION
AGENDA REQUEST

Work Session _____ Voting Session May 12, 2009 Executive Session _____
Date Date Date

- I. A. Request made by: Samuel T. Biscoe, President
Elected Official

Requested Text: Receive update on and take appropriate action regarding proposed GNMA Certificate sale and optional redemption and payment of the Corporation's Single Family Mortgage Revenue Refunding Bonds Series, 1997A.

Approved by: _____
Signature of Samuel T. Biscoe, President

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

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

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

_____ Purchasing Office (473-9700)
_____ Bid, Purchase Contract, Request for Proposal, Procurement

_____ County Attorney's Office (473-9415)
_____ Contract, Agreement, Policy & Procedure

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



NAMAN HOWELL SMITH & LEE

A REGISTERED LIMITED LIABILITY PARTNERSHIP

MEMORANDUM

from

William C. Blount

(512) 479-0300

Fax (512) 474-1901

E-mail: blount@namanhowell.com

TO: Board of Directors of Travis County Housing Finance Corporation

DATE: May 6, 2009

RE: Resolution Approving sale of GNMA Mortgage-Backed Securities ("Certificates") and optional redemption of Single Family Mortgage Revenue Refunding Bonds, Series 1997A (the "Bonds")

Agenda Date: May 12, 2009

The Bonds are eligible for optional redemption because we are past the 10-year anniversary of their issuance date. After an analysis of the assets in the trust estate by Mark O'Brien of Morgan Keegan (single family bond underwriter) and Ladd Pattillo (financial advisor), it has been determined that there are more assets in the trust estate than liability owed on the Bonds, and sale of the Certificates in this market should generate a premium. The Corporation is in a position to take advantage of this situation.

The attached resolution approves (1) the sale of the Certificates that secure the Bonds, (2) giving notice to the Trustee of the redemption and payment of the redemption price of the Bonds; and (3) payment of the expenses of the transaction. After the Certificates are sold, the Bonds are redeemed and all expenses paid, it is estimated that over \$70,000.00 will be available to be remitted to the Corporation.

This action could be delayed and taken at a later date, or we could wait until all of the Bonds are paid off by payments on the underlying mortgage loans (which could take a number of years, depending on how fast the mortgages "prepay"). Taking this action now will get the Bonds paid off, and realize immediate value for the Travis County HFC.

Please give me a call if you have any questions regarding this matter before Tuesday.

cc: Harvey Davis
Ladd Pattillo (Financial Advisor)
Bob Dransfield, Fulbright & Jaworski (Bond Counsel)
Mark O'Brien, Morgan Keegan (Bond Underwriter)

CERTIFICATE FOR RESOLUTION

I, the undersigned officer of Travis County Housing Finance Corporation (the "Corporation"), do hereby make and execute this certificate for the benefit of all persons interested in the validity of all actions and proceedings of the Corporation. I do hereby certify as follows:

1. I am the duly chosen, qualified and acting officer of the Corporation for the office shown beneath my signature and, in such capacity, I am familiar with the matters contained in this Certificate, and I am authorized to make, execute and deliver this Certificate.

2. The Board of Directors of the Corporation (the "Board") convened a meeting on May 12, 2009, and the roll was called of the duly constituted members of the Board to-wit:

Samuel T. Biscoe
Sarah Eckhardt
Margaret Gomez
Karen Huber
Ron Davis

President and Director
Vice President and Director
Secretary and Director
Treasurer and Director
Assistant Secretary and Director

and all of said persons were present except Directors _____, thus constituting a quorum.

Whereupon, among other business the following was transacted at said meeting: a written

RESOLUTION AUTHORIZING THE SALE OF MORTGAGE-BACKED SECURITIES AND SUBSEQUENT REDEMPTION AND PAYMENT OF SINGLE FAMILY MORTGAGE REVENUE REFUNDING BONDS (GNMA MORTGAGE-BACKED SECURITIES PROGRAM) SERIES 1997A; APPROVING THE FORM AND SUBSTANCE OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS AND INSTRUMENTS NECESSARY TO CARRY OUT THE PURPOSES OF THIS RESOLUTION; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT

was introduced for the consideration of said Board. It was then duly moved and seconded that said Resolution be adopted and, after due discussion, said motion, carrying with it the adoption of said Resolution, prevailed and carried by the following votes:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

3. The attached and following is a true, correct and complete copy of said Resolution; the original of said Resolution, together with all exhibits thereto, are on file in the official records of the Corporation; and said Resolution has not been amended, and is in full force and effect.

4. The persons named in the above and foregoing paragraph 2 were the fully qualified and acting members of the Board of Directors of the Corporation.

5. Each of the officers and members of the Board was duly and sufficiently notified officially, of the date, hour, place and subject of such meeting of the Board, and that the Resolution would be introduced and considered for passage at such meeting all in accordance with the Bylaws of the Corporation.

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WITNESS MY HAND, to be effective on the 12th day of May, 2009.

TRAVIS COUNTY HOUSING FINANCE
CORPORATION

By: _____

Name: _____

Title: _____

RESOLUTION AUTHORIZING THE SALE OF MORTGAGE-BACKED SECURITIES AND SUBSEQUENT REDEMPTION AND PAYMENT OF SINGLE FAMILY MORTGAGE REVENUE REFUNDING BONDS (GNMA MORTGAGE-BACKED SECURITIES PROGRAM) SERIES 1997A; APPROVING THE FORM AND SUBSTANCE OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS AND INSTRUMENTS NECESSARY TO CARRY OUT THE PURPOSES OF THIS RESOLUTION; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT

WHEREAS, Travis County Housing Finance Corporation (the "Issuer") has been duly created and organized pursuant to and in accordance with the provisions of the Texas Housing Finance Corporations Act, Chapter 394, Texas Local Government Code, V.T.C.A., as amended (the "Act"), for the purpose of providing a means of financing the costs of residential ownership and development that will provide decent, safe and sanitary housing for persons of low and moderate income at prices or rentals they can afford; and

WHEREAS, the Act authorizes the Issuer: (a) to acquire and enter into advance commitments to make and acquire home mortgage loans within Travis County, Texas (the "County"), to persons of low and moderate income; (b) to issue its revenue and refunding bonds for the purpose of obtaining moneys to make such loans and provide such financing, to establish necessary reserve funds and to pay administrative costs and other costs incurred in connection with the issuance of such bonds; (c) to pledge all or any part of the revenues, receipts or resources of the Issuer, including the revenues and receipts to be received by the Issuer from or in connection with such loans, and to mortgage, pledge or grant security interests in such loans or other property of the Issuer in order to secure the payment of the principal or redemption price of an interest on such bonds; and (d) to redeem, in whole or in part, bonds previously issued by the Issuer; and

WHEREAS, the Board of Directors of the Issuer (the "Board") has previously issued its Single Family Mortgage Revenue Refunding Bonds (GNMA Mortgage-Backed Securities Program) Series 1997A (the "Bonds"), pursuant to an Indenture of Trust, dated as of January 1, 1997, between the Issuer and U.S. Trust Company of Texas, N.A., predecessor to The Bank of New York, N.A., (the "Trustee") (the "Indenture") (capitalized terms used herein and undefined shall have the meanings given such terms in the Indenture);

WHEREAS, the Issuer determined to issue the Bonds to obtain funds to finance the purchase, by the Issuer, of mortgage backed securities (the "Certificates") which are secured by qualified home mortgage loans originated within the County; and

WHEREAS, pursuant to Section 3.05(a) of the Indenture, the Bonds became eligible for optional redemption on any date after January 1, 2009 at a price of 101% of the outstanding principal amount of the Bonds plus accrued interest to the redemption date; and

WHEREAS, the Issuer expects the amount of money required to redeem the Bonds plus the costs associated with a redemption to be less than the selling price of the Certificates plus monies available in other funds and accounts held under the Indenture, thus resulting in a residual for the Issuer; and

WHEREAS, the Board now elects to redeem the Bonds and desires to give notice to the Trustee of such election, all in accordance with the Indenture, the Constitution and laws of the State of Texas; and

WHEREAS, the Board desires to authorize certain other actions to be taken with respect to the Bonds;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF TRAVIS COUNTY HOUSING FINANCE CORPORATION:

Section 1.—Notice of Redemption to the Trustee. That the President, or other officer, is hereby authorized to (a) give the requisite notice to the Trustee of the Issuer's election to redeem the Bonds; (b) request a waiver from the Trustee of the 45-day optional redemption notice from the Issuer to the Trustee as provided in Section 7.01 of the Indenture; and (c) request a waiver from the Trustee of the cash flow verification requirement as provided in Section 7.01 of the Indenture.

Section 2.—Approval of the Sale of Certificates and Redemption of Bonds. That the Issuer hereby approves of the selling of the Certificates by the Trustee, the proceeds of which shall be used for the redemption of the Bonds and related costs.

Section 3.—Approval of Professionals and Payment of Fees and Expenses. That those professionals and estimates of their respective fees and expenses set forth on Exhibit A attached hereto, are hereby approved to be paid by the Issuer with any subsequent adjustments to be approved by the President or any officer; provided that, such fees and expenses shall be paid from proceeds of the sale of the Certificates and monies available in other funds and accounts held under the Indenture.

Section 4.—Execution and Delivery of Other Documents. That the officers of the Issuer are each hereby authorized to execute, attest and affix the Issuer's seal to an escrow agreement, such other agreements, assignments, bonds, certificates, contracts, documents, instruments, releases, financing statements, letters of instruction, written requests and other papers, whether or not mentioned herein, as may be necessary or convenient to carry out or assist in carrying out the purposes of this Resolution.

Section 5.—Power to Revise Form of Documents. That, notwithstanding any other provision of this Resolution, the officers of the Issuer are each hereby authorized to make or approve such revisions in the form of the documents hereby approved as, in the opinion of counsel to the Issuer, may be necessary or convenient to carry out or assist in carrying out the purposes of this Resolution; approval of such changes by the Issuer shall be indicated by such officers' execution of the documents.

Section 6.—Incorporation of Preamble. That the recitals in the preamble of this Resolution are true, correct and complete and that each and all of such recitals and the findings therein are hereby incorporated by reference to the same extent as if set here in full.

Section 7.—Effective Date. That this Resolution shall be in full force and effect from and upon its adoption.

[Remainder of page intentionally left blank.]

PASSED AND APPROVED this 12th day of May, 2009.

Name: Samuel T. Biscoe
Title: President

ATTEST:

Margaret Gomez,
Secretary

(SEAL)

Exhibit A

Professional	Fee
D. Ladd Pattillo & Assoc, Financial Advisor	\$ 5,000.00
Naman Howell Smith & Lee, Issuer's Counsel	\$ 5,000.00
Fulbright & Jaworski, Bond Counsel	\$ 5,000.00
Morgan Keegan, Structuring Agent	\$20,000.00
Chapman & Cutler, Arbitrage Rebate Analyst	\$ 1,500.00
The Bank of New York, Trustee	\$ 1,000.00

TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION
AGENDA REQUEST

Work Session _____ Voting Session May 12, 2009 Executive Session _____
Date Date Date

- I. A. Request made by: Samuel T. Biscoe, President
Elected Official
- B. Requested Text: Consider and take appropriate action on request to approve a grant agreement with Southwest Key Programs, Inc.

Approved by: _____
Signature of Samuel T. Biscoe, President

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

III. Required Authorizations: Please check if applicable.

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

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

Purchasing Office (473-9700)
____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (473-9415)
____ Contract, Agreement, Policy & Procedure

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

TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT
CORPORATION

DATE: April 6, 2009

TO: Board of Directors, Travis County Health Facilities Development Corporation

FROM: Miguel Gonzalez, Sr. Financial Analyst

SUBJECT: Contract providing financial support to Southwest Key Programs, Inc.

Proposed Motion:

To approve attached contract with Southwest Key Programs, Inc. ("SWK"), and to authorize Board President, Samuel Biscoe, to execute the agreement.

Background:

On September 16, 2008, the Board approved a \$100,000 commitment to assist SWK in finalizing the construction of the East Austin Community Development Project located on 6002 Jain Lane in Austin, Texas.

Attached is the contract drafted by TCHFDC staff and reviewed by Cliff Blount. The agreement has been signed by Juan J. Sanchez, SWK's CEO and is pending final execution by TCHFDC President, Samuel T. Biscoe.

Contract Highlights:

Parties: *TCHFDC and Southwest Key Programs,, Inc.*

Total funding: *\$100,000 during current fiscal year only*

Purpose of funds: *SWK will use the newly expanded facility for the sole purpose of increasing the agency's capacity to meet their objective of developing community-based treatment programs for troubled youth as an alternative to institutionalization.*

cc: Rodney Rhoads, Executive Manager
Leroy Nellis, Budget Manager
Harvey Davis, Manger
Mary Mayes, Assistant Manager
Cliff Blount, Esq.

Exhibit "A"

Last Updated 5/1/08 at 12:36pm

TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION

Contract Title Contract Between the Travis County Health Facilities Development Corporation and Southwest Key Programs, Inc.		Contract Amount \$100,000	Date of Report 10/1/2008
Type of Report (circle one) Quarterly Final Draw		Draw Number _____	Period Covered by this Report from _____ to _____

Source of Funding

	Committed	Collected	% Collected
Contributions			
Economic Development Administration	\$1,900,671	\$1,900,671	100%
Southwest Key Programs, Inc. Reserve Fund	\$1,200,000	\$1,200,000	100%
Mandan Property LLC	\$300,000	\$300,000	100%
AMD	\$250,000	\$250,000	100%
Mabee Foundation	\$250,000	\$250,000	100%
Meadows Foundation	\$250,000	\$250,000	100%
Travis County Housing Finance Corporation	\$100,000	\$100,000	100%
Travis County Health Facilities Dev. Corp.	\$100,000	\$0	0%
Cotera + Reed Architects	\$146,448	\$146,448	100%
Employee and Board Giving and Fundraising	\$138,181	\$138,181	100%
Austin Time Warner Cable	\$127,730	\$127,730	100%
Topfer Foundation	\$100,000	\$100,000	100%
EDI - Congressman Doggett's Office	\$96,224	\$96,224	100%
J.P. Morgan Chase Foundation	\$89,500	\$89,500	100%
Capital One	\$65,000	\$65,000	100%
Texas Parks & Wildlife	\$46,023	\$41,640	90%
Austin Energy	\$26,255	\$26,255	100%
Austin Evergreen Realty	\$20,000	\$20,000	100%
Texas Commission on the Arts	\$15,683	\$15,683	100%
Cornerstone Management Services	\$15,500	\$15,500	100%
Lowe's Foundation	\$10,000	\$10,000	100%
National Council of La Raza	\$10,000	\$10,000	100%
Catt & Catto Insurance	\$7,500	\$7,500	100%
Temple Inland Foundation	\$7,500	\$7,500	100%
Phil & Ruth Chang	\$5,000	\$5,000	100%
Wachovia Foundation	\$5,000	\$5,000	100%
Debt			
City of Austin (CDBG + NCMP)	\$991,108	\$955,896	96%
City of Austin - PENDING	\$800,000	\$0	0%
Total	\$7,073,323	\$6,133,728	87%

Use of Funding

	Budgeted	Costs This Period	Total Costs to Date
Acquisition	\$55,791		\$55,791
Construction	\$7,469,361		\$6,686,283
Arch/Eng.	\$525,819		\$525,819
Contingency	\$54,000		\$54,000
SoftCosts			
Financing Costs			
Reserves			
Development Fee			
Other			
Construction Loan Repayment			
Total	\$8,104,971	\$0	# \$7,321,893

Progress of Construction

	Draw Schedule	Original Estimated Completion Date	% Completed	Date Completed
Foundation	1 - 30%		Construction	Temp Certificate of Occupancy
Framing	2 - 10%		Pending som punch list items/ 99%	Oct-07
Plumbing/Mechanical/Electrical	3 - 10%		Admin pending	Final CO
Drywall	4 - 10%		some close out	Apr-08
Exterior/Interior Finish	5 - 10%		audit items/ 85%	
Certificate of Occupancy Issued	6 - 30%			
	100%			

Name and Title of Reporting Official

Signature

**CONTRACT BETWEEN THE
TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION
AND
SOUTHWEST KEY PROGRAMS, INC.**

This Contract (the "Contract") is entered into to be effective as of April 28, 2009, by Travis County Health Facilities Development Corporation, a Texas public nonprofit corporation (the "Corporation") and Southwest Key Programs, Inc., a private, nonprofit corporation ("SWK").

RECITALS

WHEREAS, SWK has requested funds from the Corporation to assist SWK in finalizing the construction of the East Austin Community Development Project located on 6002 Jain Lane in Austin, Texas, (the "Project"). The Board of Directors of the Corporation has authorized the provision of funds to SWK to provide funding to assist with the improvement, completion, use and/or operation of the Project; and

WHEREAS, SWK will include in the Project a space available to serve as a medical examination room. The space will be utilized to provide health related services including, but not limited to, annual physical exams and immunizations supplied by local physicians and health care providers. SWK will also have space available and utilize that space for various health promotion and prevention activities such as wellness fairs, health seminars, and disease prevention workshops. All of such activities are intended to and will accomplish the purposes of improving the adequacy, cost, and accessibility of health care and education in Travis County, Texas; and,

WHEREAS, SWK will use the new facility to further its mission of developing community-based programs for troubled youth as an alternative to institutionalization as well as developing strategies for assisting youth who might otherwise be incarcerated (the "Purpose").

NOW, THEREFORE, the parties agree to the terms and conditions stated in this Agreement.

AGREEMENT

1.0 DEFINITIONS

In this Contract, "Contract Funds" means all funds paid by the Corporation to SWK pursuant to this Contract.

2.0 CONTRACT PERIOD

This Contract shall continue in full force for the Contract Period which commences on April 14, 2009, and terminates on September 30, 2014.

3.0 SWK PERFORMANCE

3.1 SWK Responsibilities. During the Contract Period, SWK shall complete and then operate the Project in accordance with its corporate purposes and mission for a minimum of five (5) years; specifically to accomplish the Purpose.

3.2 Quarterly Report. SWK agrees to provide quarterly progress reports specified on “**Exhibit A**” to the Corporation within 30 days after the end of each calendar quarter, beginning with the quarter ending March 31, 2009. Provided however, that SWK’s first reports will be considered timely so long as they are provided within 30 days after the execution of this Contract.

3.3 Civil Rights/ADA Compliance. SWK shall 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]. SWK shall not discriminate against any employee, applicant for employment, or participant in any of its programs based on race, religion, color, sex, national origin, age or handicapped condition.

3.4 Overpayment and Disallowed Payments. SWK shall refund to the Corporation any money which the Corporation reasonably determines (a) has been overpaid to SWK by the Corporation, or (b) as a result of periodic program evaluations or financial audits, has not been spent by SWK strictly in accordance with the terms of this Contract. Such refund shall be made by SWK to the Corporation within thirty (30) days after the refund is requested by the Corporation.

3.5 W-9 Taxpayer Identification Form. If requested, SWK shall provide the Corporation 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 Corporation before any Contract Funds are paid to SWK.

3.6 SWK Covenants. SWK represents and warrants to the Corporation that:

a. SWK is not a party to any action, suit or proceeding pending or concluded, nor, to the knowledge and good faith belief of SWK, is SWK threatened with any suit or proceedings which may bring into question the validity of the transaction herein contemplated or might result in any adverse change in the business or financial condition of SWK.

b. The making of this Agreement and the consummation of the transaction contemplated herein will not violate any provision of law or result in any breach or constitute a default under any agreement to which SWK is presently a party.

c. All information, reports and data furnished or to be furnished to the Corporations in connection with this Agreement are complete and accurate as of the date shown on the information, data or report, and that since said date there has been no material change, adverse or otherwise, in the financial condition of the SWK.

d. None of the provisions of this Agreement contravenes or is in conflict with the authority under which SWK is doing business or with the provisions of any existing indenture or agreement of SWK.

4.0 CORPORATION PERFORMANCE

4.1 Maximum Funds. In consideration of the promises herein contained and to satisfactorily assist SWK in the construction of the Project, the Corporation shall provide SWK Contract Funds of One Hundred Thousand Dollars (\$100,000). No more than \$100,000 will be released prior to April 30, 2009.

4.2 Release of Funds. Funds will be released by the Corporation according to the Draw Schedule detailed in “**Exhibit A**”. Upon receipt of a completed and approved Draw Request “**Exhibit A**” from SWK, the Corporation shall release funds within 30 days.

5.0 EXPRESS ACKNOWLEDGEMENTS

5.1 Maximum Amount. SWK expressly acknowledges and agrees that the sum stated in Section 4.1 is the maximum amount to be paid by the Corporation to SWK hereunder.

5.2 Satisfactory Performance. The parties expressly acknowledge and agree that payments under this Contract are contingent upon SWK’s full and satisfactory performance of the terms of this Contract.

5.3 Disallowed Payments. SWK expressly acknowledges and agrees that it shall be liable to the Corporation for any payments disallowed pursuant to financial and compliance audit(s) relating to the Project.

5.4 Independent Contractor. The parties expressly acknowledge and agree that SWK is an independent contractor and assumes all of the rights, obligations and liabilities applicable to it as an independent contractor. No employee of SWK shall be considered an employee of the Corporation or gain any rights against the Corporation pursuant to the Corporation’s personnel policies.

5.5 Recognition of Contract Funds. SWK agrees to include the Corporation on any plaques or other permanent acknowledgements of gifts and donations to SWK for use in constructing or operating the Project in a manner similar to other acknowledgements it makes. The plaque or other public acknowledgement will be of similar size, style and type as all other gifts and donations of amounts similar to the Contract Funds. Provided, however, that SWK shall not be required to amend any plaques or other permanent acknowledgements created and/or erected prior to the execution of this Contract.

6.0 RETENTION AND ACCESSIBILITY OF RECORDS

6.1 Fiscal Records. SWK shall maintain all fiscal records and documentation for all expenditures pertaining to this Contract in a readily available state and location for three (3) years after the end of the Contract Period.

6.2 Corporation Access. SWK shall give the Corporation, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files and other papers, things or property belonging to or in use by SWK pertaining to this Contract at reasonable times and for reasonable periods. These rights to access shall continue as long as the records are retained by SWK.

6.3 Annual Audit. Unless otherwise directed by the Corporation, SWK, at its expense, shall arrange for the performance of an annual financial audit by a firm of Certified Public Accountants in accordance with generally accepted accounting principles and procedures for a non-profit organization for each of the fiscal years in which the SWK receives Contract Funds. Unless otherwise specifically authorized by the Corporations in writing, SWK shall submit two (2) copies of the audit report to the Corporations within 10 days of its issuance by the auditor, but in no event later than 6 months after the end of the SWK's fiscal year.

7.0 CONFIDENTIALITY

The Corporation agrees to keep confidential at all times all information received from SWK if required to do so by law.

8.0 SURVIVAL OF CONDITIONS

The provisions of this Contract shall survive beyond the end of this Contract until SWK has complied with all provisions hereof.

9.0 MONITORING

The Corporation reserves the right to perform periodic on-site monitoring of SWK's compliance with the terms hereof, of the adequacy and timeliness of SWK's performance hereunder, and to conduct an annual financial and compliance audit of Contract Funds and the Project. Within thirty (30) days of each monitoring visit or audit, the Corporation shall provide SWK with a written report of the monitor's or auditor's findings. If the report denotes deficiencies in SWK's performance hereunder, it shall include the requirements and deadlines for the correction of those deficiencies by SWK. SWK agrees to reasonably undertake the actions specified in any such report. SWK shall take whatever action is reasonably appropriate to facilitate the performance of any audits conducted pursuant to this Contract.

10.0 INDEMNIFICATION AND CLAIMS NOTIFICATION

10.1 Indemnification. EXCEPT FOR THE CORPORATION'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT FOR WHICH EITHER IS ADJUDGED BY A COURT OF COMPETENT JURISDICTION TO BE LEGALLY LIABLE, SWK AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS THE CORPORATION, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, NEGLIGENCE, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT

COSTS, AND ATTORNEY'S SWKES, FOR INJURY OR DEATH OF ANY PERSON, FOR ANY ACT OR OMISSION BY SWK, OR FOR DAMAGE TO ANY PROPERTY, ARISING OUT OF IN CONNECTION WITH THE CONSTRUCTION AND USE OR OPERATION OF THE PROJECT. EXCEPT AS AFORESAID, IT IS THE EXPRESSED INTENTION OF THE PARTIES TO THIS CONTRACT THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS FOR SWK TO INDEMNIFY AND PROTECT THE CORPORATION FROM THE CONSEQUENCES OF SWK'S OWN NEGLIGENCE ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT, WHETHER THAT NEGLIGENCE IS THE SOLE OR CONCURRING CAUSE OF THE INJURY, DEATH OF DAMAGE.

10.2 Claims Notification. If any claim or other action, including proceedings before an administrative agency, is made or brought by any person or entity against SWK or the Corporation concerning matters relevant to this Contract, the party against whom the claim is made shall give the other party written notice of such claim or other action within three (3) business days after being notified of the claim or action or the threat of it. The notice shall include the name and address of the person or entity making such claim, the basis of the claim, the court or administrative agency where the claim was initiated or is threatened to be initiated, and the name of the person(s) against whom the claim is made or threatened, and the notifying party shall provide copies of all pertinent documents to the other party.

11.0 SUSPENSION

If SWK fails to comply with any provision hereof, and after the Corporation has notified SWK in writing of the provision of the Contract that SWK is not in compliance with and such failure to comply continues for a period of 20 days after the Corporation has notified SWK, the Corporation may suspend this Contract in whole or in part, and require the repayment of the Contract Funds.

TERMINATION

12.1 Reasons for Termination. The Corporation shall have the right to terminate this Contract, in whole or in part, if SWK has failed to comply with any material term or condition of this Contract, and such failure to comply shall continue for a period of more than ten (10) days after written notice of such failure has been given to SWK. Further, the Corporation shall have the right to immediately terminate this Contract and to be reimbursed for the Contract Funds should SWK fail to use the Project as a medical examination room specified within the Recitals of this Contract.

12.2 Notification. The Corporation shall notify SWK in writing at least ten (10) days before the date of the Corporation's termination of this Contract, the reasons for termination, the effective date of termination and, in the case of partial termination, the portion of the Contract to be terminated.

12.3 Continued Liability. Notwithstanding the exercise by the Corporation of its right to suspend or terminate, SWK shall not be relieved of any liability to the Corporation for

damages due to the Corporation by virtue of any breach of this Contract or otherwise pursuant to this Contract.

12.0 NON-WAIVER OF DEFAULT

No payment, act or omission by a party may constitute or be construed as a waiver of any breach or default of such party which then exists or which may subsequently exist. All rights of the parties under this Contract are reserved and any payment, act or omission shall not impair or prejudice any right or remedy of a party hereto. The pursuit of any right or remedy under this Contract or by law shall not preclude the exercise of any other right or remedy under this Contract or pursuant to law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other right or remedy.

13.0 AMENDMENTS

Any amendment to any term of this Contract shall be effective only if it shall be in writing and signed by both parties hereto.

14.0 ASSIGNABILITY; BINDING AGREEMENT

Neither party may assign any of the rights or obligations under this Contract without the written consent of the other party hereto. This Contract shall be binding upon the successors, assigns and legal representatives of the parties hereto.

15.0 ENTIRE AGREEMENT

All oral and written agreements between the parties hereto that were made prior to the execution hereof have been reduced to writing and are contained in this Contract. All exhibits hereto are made a part of this Contract.

16.0 LAW AND VENUE

This Contract is governed by the laws of the State of Texas and all obligations under this Contract shall be performable in Travis County, Texas.

17.0 SEVERABILITY

If any portion of this Contract is ruled invalid by a court of competent jurisdiction, the remainder of it shall remain valid and binding.

18.0 NOTICES

Any notice required to be given under this Contract shall be in writing and deemed to be given when actually delivered or no later than the third day after it is deposited in the United

States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party at the address specified below or such other address as may be given to each party from time to time:

Travis County Health Facilities Development Corporation
Attention: President
P.O. Box 1748
Austin, Texas 78767

Southwest Key Programs, Inc.
Juan J. Sanchez, ED.D. El Presidente/CEO
6002 Jain Lane
Austin, TX 78721

19.0 LEGAL AUTHORITY

SWK represents that it has the legal authority to enter into this Contract and to construct and operate the Project. SWK will comply with all applicable laws, ordinances, rulings and codes.

20.0 CONFLICT OF INTEREST

SWK shall ensure that no person who is an employee, agent, consultant, or officer of SWK, or other person with decision making authority, may obtain a personal or financial benefit or interest from the activities contemplated hereunder or from the Contract Funds, either for himself or herself or those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.

21.0 POLITICAL ACTIVITY

SWK shall not use any performance under this Contract or any portion of the Contract Funds for any activity related to the result of an election for public office.

22.0 DISPUTE RESOLUTION

When mediation is acceptable to both parties in resolving a dispute hereunder, the parties agree to use the Dispute Resolution Center in Austin, Texas, as the provider of mediators. Mediation will not constitute a final and binding resolution of any dispute unless both parties agree. All communications within the scope of the mediation shall remain confidential unless both parties agree, in writing, to waive the confidentiality.

23.0 INTERPRETATIONAL GUIDELINES

24.1 Computation of Time. When any period of time is stated in this Contract, the time shall be computed to exclude the first day of such period and to include the last day of such

period. If the last day of any period falls on a Saturday, Sunday or legal holiday, those days shall be omitted from the computation.

24.2 Gender. Words of any gender in this Contract shall be construed to include the other gender.

24.3 Headings. The headings at the beginning of each provision of this Contract have been included only to make it easier to locate the subject matter covered by that section or subsection, and are not to be used in construing this Contract.

Executed as of the date first mentioned above.

**TRAVIS COUNTY HEALTH FACILITIES
DEVELOPMENT CORPORATION**

By: _____
Name: _____
Title: _____

Southwest Key Programs, Inc.

By: 
Name: Juan J. Sanchez, ED.D.
Title: El Presidente/CEO

southwest key programs

RECEIVED

09 APR 15 AM 8:19 National Headquarters
8002 Jahn Lane • Austin, Texas 78721

512.462.2181 • fax: 512.462.2028 • email: info@swkey.org • www.swkey.org
TRAVIS COUNTY
PLANNING & BUDGET OFFICE

our mission *nuestra misión*

...to advocate for
children worldwide and
to impact children,
youth and their families
by empowering them to
succeed.

*...abogar por los niños del
mundo e impactar las vidas
de niños, jóvenes, y sus
familias capacitándolos
para triunfar en la vida.*

board of directors

Gustavo L. García
Interim Board Chair
Austin, Texas

Edward Cline
Board Secretary
Houston, Texas

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Board Treasurer
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Tucson, Arizona

Catherine Peña
Member
Dallas, Texas

Orlando Martinez
Member
Atlanta, Georgia

Juan José Sánchez, Ed.D.
El Presidente/CEO
Austin, Texas

April 15, 2009

VIA HAND DELIVERY

Travis County Housing Finance Corporation
Attention: Mike Gonzalez
314 W. 11th Street, Suite #540
Austin, Texas 78701

Re: Contract Between the Travis County Health Facilities Development
Corporation and Southwest Key Programs, Inc.

Dear Mr. Gonzalez:

On behalf of Southwest Key Programs, Inc., I would like to sincerely thank the Travis County Health Facilities Development Corporation for this grant award in the amount of \$100,000 to assist in finalizing the construction of the East Austin Community Development Project. This project is well on its way to serving hundreds of Travis County constituents and will continue to serve many more individuals with the generous support of the Travis County Health Facilities Development Corporation.

As requested, enclosed please find three (3) originals of the above referenced contract that have been signed by Dr. Juan J. Sánchez, El Presidente and Chief Executive Officer of Southwest Key Programs. Once you have obtained signatures from the respective Travis County Health Facilities Development Corporation, we would appreciate it if you could please send us a copy of the signed documents.

Again, thank you so much for your guidance throughout this grant process. We appreciate your support and attention to this very worthwhile initiative. Please feel free to contact me directly by phone or email if you have any questions or comments regarding the enclosed contract.

Sincerely,



Rachel Rosales
Grants Manager
SOUTHWEST KEY PROGRAMS, INC.