

2

TRAVIS COUNTY COMMISSIONERS' COURT AGENDA REQUEST

Voting Session: 1/19/2010

Work Session: _____

Carl B. Joseph

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

B. Requested Text:

Approve License Agreement with Team Hotel San Jose, LLC for a bike race at Pace Bend Park.

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

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

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

- Bryan Leuenberger, Team Hotel San Jose, L.L.C. 619-8297
- Tenley Aldredge, CA 854-9383
- Charles Bergh, TNR Parks 854-9437
- Dan Chapman, TNR Parks 854-7275
- Dan Perry, TNR Parks 854-7275
- Keith Rawlings, TNR Parks 264-3951

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

- Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

- Contract, Agreement, Policy & Procedure

RECEIVED
COUNTY JUDGES OFFICE
10 JAN -5 PM 3:03

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



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

January 4, 2010

MEMORANDUM

TO: Members of the Commissioner's Court

Carol B. Gieselman
FROM: Joseph P. Gieselman, Executive Manager

SUBJECT: Approve License Agreement with Team Hotel San Jose, LLC for a bike race at Pace Bend Park.

Proposed Motion:

Approve License Agreement with Team Hotel San Jose, LLC for a bike race at Pace Bend Park.

Summary and Staff Recommendation:

Team Hotel San Jose, LLC is requesting the use of Pace Bend Park on February 21, 2010, to host a bike race (Pace Bend Road Race). The Team Hotel San Jose, LLC is not requesting exclusive use of the park, therefore, no special use fees will be charged. However, all event participants, vendors, sponsors and volunteers will pay the regular per vehicle daily park entrance fees. The Licensee will establish a fixed staging and finish area and will be responsible for setup and dismantling of any tents or other structures associated with the races. All participants will park in designated; pre-approved areas located in the LCRA's Camp Chautauqua and associated rights of way within Pace Bend Park. The races are to be confined to the paved roadways inside Pace Bend Park. The race has sanctioned by the Texas Bike Racing Association (TXBRA) and USA Cycling. The Licensee has added Travis County as an Additional Insured for this race. The Licensee will employ off-duty Park Rangers, and emergency medical staff to provide security, early hours fee collection and respond to emergency medical calls and to resolve any conflicts with regular park users. Staff recommends approval of this licensing agreement.

Budgetary and Fiscal Impact:

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

Issues and Opportunities:

The races are scheduled to start at 8:00 AM and will conclude no later than 3:00 PM on Sunday, February 21, 2010. This time frame will not significantly impact regular daily park visitation or visitor activities. The organizers have scheduled volunteers to be stationed at all pavement intersections in order to safely control vehicular traffic on the pavement during the race

Background:

Pace Bend Park has long been a desired location for many types of competitive events; these events have ranged from orienteering to bike races and triathlons to fishing tournaments due to the size and diversity of the park as well it's location on Lake Travis. The paved loop road is attractive to bicycle race organizers due to its length, rolling topography and ease of access. The broad open areas of the park are able to facilitate the parking of large numbers of vehicles.

The Pure Austin Pace Bend Road Race is an all day event with multiple races occurring throughout the day. The races are comprised of multiple circuits around the Park's main road. Races vary in distance and duration, and are categorized by gender, skill level, and age group. This event is typically the largest bicycle road race in Texas, often attracting national attention. The Pure Austin Road Race has been held at Pace Bend Park since 2001.

Last year this race at Pace Bend had about 600 racers and 200 spectators. This year, race organizers again anticipate that approximately 600-800 participants will take part in this year's event. The participants will compete in a race circuit held on the paved park road loop.

Required Authorizations:

None

Exhibits:

License Agreement
Certificate of Liability Insurance

JPG:dp

xc: Barry Lee, San Jose Racing, L.L.C.
Tenley Aldredge, CA
Charles Bergh, TNR Parks
Dan Chapman, TNR Parks
Dan Perry, TNR Parks
Keith Rawlings, TNR Parks

LICENSE AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This License Agreement (this "Agreement") is made and entered into by and between Travis County, Texas, a political subdivision of the State of Texas ("County") and Team Hotel San Jose, LLC ("Licensee"), a Texas organization.

WITNESSETH

THAT WHEREAS, Licensee desires to use certain property located in that park known as Travis County Pace Bend Park (the "County Park") for the purpose of holding Licensee's "Pace Bend Road Race" (the "Event"), and County desires to allow Licensee use of the County Park for such purpose; and

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

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

I. GRANT OF LICENSE

1.1 County hereby grants a license to Licensee, its employees, agents, independent producers, contractors, and suppliers, to enter and use approved areas within the County Park in connection with the Event (the "License"). Approved areas include those roadways, trails, and park picnic areas, together with their associated rights-of-way, shown on **Exhibit A**, attached hereto and made a part hereof for all purposes. The County Park will remain open to the public during the Event.

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

and to utilize thereon personnel, personal property, materials and equipment during the term of the License, and the right to permit third-party vendors (event sponsors) to display and sell products, merchandise and novelties, including food and non-alcoholic beverages items, in designated (pre-approved) areas.

1.3 Licensee agrees to make no structural changes to the County Park. However, the License allows for superficial preparation to be made to the County Park to facilitate Licensee's Event needs, including: (a) temporary placement of signage and traffic markers/safety cones along the race course and at entrances to the County Park campground, parking areas and boat dock, using materials pre-approved by County Park Rangers and staff; (b) pre-Event setup and staging activities; (c) posting of public notices at the County Park entrance at least one week prior to Event commencement for the purpose of informing parkgoers of the Event; and (d) placement of a sufficient number of portable restrooms so as to satisfy the restroom needs of anticipated Event participants, spectators and sponsors. Licensee agrees to leave the County Park in the same and as good a condition as when it was received, normal wear and tear excepted as determined by existing County parks policy.

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

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

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

II. TERM OF LICENSE

2.1 The License is granted for one day: Sunday, February 21, 2010, commencing at approximately 6:00 a.m. and terminating at approximately 5:00

p.m. (the "License Term"). Licensee acknowledges and agrees that such dates and times are subject to postponement and/or rescheduling due to any cause or reason beyond the control of Licensee or as determined to be necessary by County.

III. PAYMENT TO COUNTY

3.1 In consideration of the License granted hereunder, Licensee shall provide, at its own expense, all utilities such as electricity, water, garbage removal and wastewater during Licensee's use of the County Park. In addition, all vehicles brought into the County Park for purposes authorized under this Agreement, and all persons entering the County Park for the purpose of conducting the licensed activities, will be charged all normal and customary fees charged to the public.

3.2 During the License Term, Licensee shall provide, at its own additional expense, security and emergency medical personnel through employment of Travis County Park Rangers and EMS System cleared medics as reasonably necessary (to be solely determined by the Division of Parks) to ensure the safety and integrity of the persons and property brought onto the County Park for the purposes authorized under this Agreement.

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

IV. PERMITS

4.1 Licensee shall be solely responsible for the costs and the securing of any permits required by the City of Austin, the Lower Colorado River Authority, or other governmental entities.

V. CONTROL OF TRAVIS COUNTY

5.1 Licensee and its agents shall at all times obey the direction and commands of the Executive Manager of the Travis County Transportation and Natural Resources Department, or his designees (including the Director of the Parks Division and any and all Travis County Park Rangers), while in the County Park.

5.2 Licensee agrees to attend a pre-site meeting with TNR representatives prior to commencement of the Event. Licensee shall be responsible for contacting Keith Rawlings, Park Supervisor, or other authorized

Parks Division representative, in order to arrange a time and location for such pre-site meeting that is mutually agreeable to the parties.

5.3 Licensee and its agents shall at all times follow the Travis County Parks Rules, which TNR staff shall provide to Licensee prior to commencement of the activities licensed hereunder.

5.4 Licensee and its agents acknowledge and agree that disorderly conduct or assault, as defined by the Texas Penal Code, will not be tolerated. Such actions include, but are not limited to, abusive, indecent, profane or vulgar language that might cause a breach of the peace, or threatening or causing physical contact with someone else who might consider the contact offensive.

5.5 Any disregard of the directions, restrictions, rules or regulations referenced in this section shall be grounds for immediate revocation of the License by the Executive Manager of the Travis County Transportation and Natural Resources Department, the Director of the Parks Division, or their designated representatives, and such action is expressly authorized herein by the Travis County Commissioners Court.

VI. USE AND REPAIRS

6.1 Licensee shall not use the County Park for any purpose other than that set forth herein. Licensee shall repair or replace any damage to the County Park caused by Licensee.

VII. INDEMNIFICATION

7.1 LICENSEE AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, NEGLIGENCE, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS' FEES, FOR INJURY TO OR INJURY TO OR DEATH OF ANY PERSON, FOR ANY ACT OR OMISSION BY LICENSEE, OR FOR DAMAGE TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR LICENSEE'S USE OF THE COUNTY PARK.

7.2 Without in any way limiting the liability of Licensee or its obligations under this Agreement, Licensee agrees to maintain during the term of the License Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$600,000 per occurrence and \$1,000,000 in the aggregate, with Travis County named as an additional insured. Licensee

has provided County with a certificate from its carrier evidencing such insurance, which certificate is attached hereto as **Exhibit B** and made a part hereof.

VIII. SAFETY

8.1 County reserves the right to prohibit persons from entering the County Park at any time safety may be a concern.

IX. AMENDMENTS

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

X. NON-ASSIGNMENT OF RIGHTS

10.1 Licensee may not assign this Agreement or any portion or right thereof without the prior written consent of County; provided, however, Licensee shall have the right to grant, assign and transfer all or any part of its right, title and interest in or to rights arising out of or in connection with the Event publicity, promotion or distribution, in whole or in part, including all copyrights, rights of publicity, trademarks and all other legal interests and rights.

XI. NOTICES

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

If to Licensee: Team Hotel San Jose, LLC
c/o Brian Leuenberger
bryanleuenberger@mac.com
1411 Sanchez
Austin, Texas 78702

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

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

XII. VENUE AND CHOICE OF LAW

12.1 THE OBLIGATIONS AND UNDERTAKINGS OF EACH OF THE PARTIES TO THIS AGREEMENT SHALL BE PERFORMABLE IN TRAVIS COUNTY, TEXAS, AND THIS LICENSE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

XIII. MEDIATION

13.1 When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or someone appointed by the Court having jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

XIV. ENTIRETY OF AGREEMENT

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

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

TRAVIS COUNTY:

By: _____
Samuel T. Biscoe

Travis County Judge

Date: _____

LICENSEE:

By: _____

Brian Leuenberger
Team Hotel San Jose, LLC

Date: _____

EXHIBIT A

Licensed Areas in Pace Bend Park

EXHIBIT B
INSURANCE CERTIFICATE OF LICENSEE
(to be attached)

TRAVIS COUNTY PARKS Special Event Checklist

Event information needed

- **Name of event:** Pure Austin Pace Bend Road Race
- **Date & Time of event:** All day Sunday, February 21, 2010
- **Event Type (complete description and history if applicable):** The Pace Bend Road Race is an all day event with multiple races occurring throughout the day. The races are comprised of multiple circuits around the Park's main road. Races vary in distance and duration, and are categorized by gender, skill level, and age group. Parking and sponsor displays will be contained to LCRA's Camp Chautauqua. This event is typically the largest bicycle road race in Texas, often attracting national attention. We have hosted the Pace Bend Road Race since 2001, but the venue has been used for bicycle racing long before we started promoting races there. Bicycle racing has a history at Pace Bend Park dating back at least to the 1980's.
- **Sponsor:** Team Hotel San Jose, LLC
- **Primary and secondary contact personnel and phone numbers:** Primary - Bryan Leuenberger (512) 619-8297, Secondary - Lizzie Horn (512) 567-0953
- **Insured by:** USA Cycling
- **Estimated number of participants:** 600
- **Estimated number of spectators:** 200
- **Proposed concessionaires/vendors:** Event sponsors may have some pop-up tent displays. We will provide food and beverage courtesy of North by Northwest.
- **Special requests:** Park entry fees for participants and spectators will be collected at the Camp Chautauqua entrance nearest to the main Park entrance.
- **Site visit date:** week of January 3, 2010

From the site visit, park staff will determine the following:

- **Law enforcement required (if any)** - Park rangers to help ensure safety is sufficient.
- **EMS coverage (must be A/TCEMS certified) required (if any)** - We will provide an on site ambulance as well as certified EMS personnel.
- **Parking issues to be addressed (# volunteers, signage needed, barricades, etc.)** - we will provide signage to indicate the day of the event, bicycle race in progress, and direction of one way traffic flow. All event parking will be in Camp Chautauqua, with the exception of a few vehicles that will be temporarily parked near the Baptist Camp for a racer feed zone. Volunteers will be provided to direct parking in Camp Chautauqua.

- **Access and traffic flow issues to be coordinated (race direction, Start/Finish Line determination, # volunteers, signs needed, barricades, etc.)** - The start/finish line will be near the interior most entrance to Camp Chautauqua. We will place and remove side barricades, scaffolding for cameras and race officials in the proximity of the start/finish line. Traffic for the day is requested to flow one-way in a clock-wise direction. Cones are requested at Park campground, parking, and boat dock locations. We will provide signage at those entrances, and volunteers to help direct traffic as required.
- Additional portable restrooms required - we will provide portable restrooms for event participants and spectators.
- **Additional dumpsters required** - none required. Our food and beverage sponsor will be self contained.
- **Park fee collection issues** - Park fees will be collected by Park personnel at the Camp Chautauqua entrance nearest the Park main entrance.
- **Public notices required (if any)** - we will provide signage at the Park not later than on week prior to the event.
- **License Agreement coordination** - Bryan Leuenberger / Lizzie Horn
- **Other items as necessary** - We will begin set up for the event on Friday, February 19. Pick up of the portable restrooms and perhaps other large items will be in the first part of the week following the event. We will place signage at least one week prior to the event. All signage will be removed from the event at its conclusion of Sunday evening.

3

Travis County Commissioners Court Agenda Request

Voting Session 1/19/10 Work Session _____
(Date) (Date)

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

B. Requested Text: **Consider and take appropriate action on the acceptance of dedication of the street and drainage facilities in Forest Bluff Sections Three, Four, and Five, three subdivisions in Precinct 1.**

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

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

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

- | | |
|---|------------------------------|
| Donald W. Ward ^{DW} - 854-9383 | Anna Bowlin - 854-9383 |
| David Greear - 854-9383 | Howard Herrin - 854-9383 |
| Scott Lambert - 854-9383 | Lucious Henderson - 854-9114 |

III. Required Authorizations: Please check if applicable:

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

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



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

MEMORANDUM

DATE: December 31, 2009
TO: Members of the Commissioners' Court
THROUGH: Joseph P. Gieselman, TNR Executive Manager
FROM: Don Ward, P.E., Division Manager, Road and Bridge
SUBJECT: Acceptance of dedication of the street and drainage facilities in Forest Bluff Section 3, 4, and 5, three subdivisions in Precinct 1

A. Summary and TNR Staff Recommendation:

These subdivisions were recorded in the County Clerk's office February, 2004, November, 2004, and February, 2006. The developer of these subdivisions posted bonds for the Construction, Performance Periods and the sidewalks. The developer seems to want the home builder to show proof that the sidewalks are built to ADA and Texas Accessibility Standards, but that has not happened. Additionally, the contractor for the streets, drainage, and utilities has been caught in the middle of this controversy. The contractor has received substantial compliance for the curb ramps and common area sidewalks in his contract. Road Maintenance has inspected the streets, had some issues addressed and has recommended acceptance of dedication of the streets. Therefore, after approval, the developer's bonds will be reduced down to the fiscal amount for the sidewalks.

These subdivisions are accessed by Chamberlain Court and Belafonte Blvd., in Kennedy Ridge Estates, two roads maintained by Travis County. This action will add 2.06 miles to the Travis County road system. TNR staff recommends approval of the proposed motion.

Budgetary and Fiscal Impacts:

There are no budgetary and/or fiscal impacts. Fiscal will be reduced to that for sidewalks only.

Issues and Opportunities:

This action adds 2.06 miles to the County Road System.

Exhibits:

- List of streets
- RAS Inspection
- Attached maps

DV:DWW:dv

- 1105 Forest Bluff Sec 3
- 1105 Forest Bluff Sec 4
- 1105 Forest Bluff Sec 5

ACCEPTANCE OF DEDICATION OF STREETS AND DRAINAGE

SUBDIVISION
 Mapsco No. 619E

Forest Bluff Section 3

Pct.# 1
 Atlas No. H-10



RECORDED AT DOC#200400047 IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY 2/17/04.

SUBDIVISION CONTAINS 5 STREETS\ AS LISTED BELOW:

#	STREET NAME	FROM - TO	L.F.	MILES	ROW	PVMNT	WIDTH OF CURB & PVMNT	GUTTER
1	Delta Post Drive	SE cor Lot 1 Blk F to NE cor Lot 40 Blk F	840	0.16	60'	HMAC	40'F-F	Yes
2	Chamberlain Court	Netleaf Road to NE cor Lot 1 Blk H	1096	0.21	50'	HMAC	30'F-F	Yes
3	Mossycup Lane	Netleaf Road to end of 50'R cul-de-sac	932	0.18	50'	HMAC	30'F-F	Yes
4	Nuttall Drive	Netleaf Road to end of 50'R cul-de-sac	984	0.18	50'	HMAC	30'F-F	Yes
5	Netleaf Road	Chamberlain Court to Nuttall Drive	640	0.12	50'	HMAC	30'F-F	Yes
6								
7								
8								
9								
10								
11								
12								

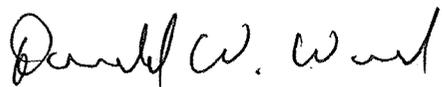
THE TOTAL NUMBER OF LOTS IN THIS SUBDIVISION - 122

N/A ADDITIONAL LOTS SOLD FOR DEVELOPMENT

CONSTRUCTION OF STREETS AND DRAINAGE EXCEEDS MINIMUM COUNTY STANDARD FOR STREETS NUMBERED 1-5

IT IS RECOMMENDED THAT MAINTENANCE OF STREETS NUMBERED 1-5 TOTAL 0.85 MILES BE ACCEPTED BY THE TRAVIS COUNTY COMMISSIONERS' COURT IN PRECINCT 1.

19-Jan-10
 DATE


 Don Ward, P. E., Division Manager, Road and Bridge
 TRANSPORTATION AND ENGINEERING SERVICES

- DP = DOUBLE PENE1
- HMAC = HOT MIX ASPHALT
- C = CONCRETE
- UPP = UNPAVED, PIT RUN
- UPS = UNPAVED, SELECT

APPROVED BY COMMISSIONERS' COURT DATE

ACCEPTANCE OF DEDICATION OF STREETS AND DRAINAGE



SUBDIVISION
 Mapsco No. 619A

Forest Bluff Section 4

Pct.# 1
 Atlas No. H-10

RECORDED AT DOC#200400332 IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY 11/18/04.

SUBDIVISION CONTAINS 7 STREETS AS LISTED BELOW:

#	STREET NAME	FROM - TO	L.F.	MILES	ROW	TYPE OF WIDTH OF CURB &		
						PVMNT	PVMNT	GUTTER
1	Delta Post Drive	SE cor Lot 1 Blk A to Mimebark Way	125	0.02	60'	HMAC	40'F-F	Yes
2	Mimebark Way	NW cor Lot 15 Blk A to Wideleaf Drive	1102	0.21	60'	HMAC	40'F-F	Yes
3	Wideleaf Drive	Mimebark Way to NW cor Lot 37 Blk H	1940	0.37	50'	HMAC	30'F-F	Yes
4	Sabal Palm Road	Vasey Blvd. to Wideleaf Drive	895	0.17	50'	HMAC	30'F-F	Yes
5	Vasey Boulevard	Mimebark Way to NE cor Lot 8 Blk E	420	0.08	50'	HMAC	30'F-F	Yes
6	Belafonte Boulevard	Wideleaf Drive to SE cor Lot 49 Blk H	126	0.02	50'	HMAC	30'F-F	Yes
7	Bullbrier Road	NW cor Lot 58 Blk E to Wideleaf Drive	74	0.01	50'	HMAC	30'F-F	Yes
8								
9								
10								
11								
12								

THE TOTAL NUMBER OF LOTS IN THIS SUBDIVISION - 122 N/A

CONSTRUCTION OF STREETS AND DRAINAGE EXCEEDS MINIMUM COUNTY STANDARD FOR STREETS NUMBERED 1-7

IT IS RECOMMENDED THAT MAINTENANCE OF STREETS NUMBERED 1-7 TOTALING 0.88 MILES BE ACCEPTED BY THE TRAVIS COUNTY COMMISSIONERS' COURT IN PRECINCT 1.

19-Jan-10
 DATE

Don Ward, P. E., Division Manager, Road and Bridge
 TRANSPORTATION AND ENGINEERING SERVICES

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

APPROVED BY COMMISSIONERS' COURT DATE

ACCEPTANCE OF DEDICATION OF STREETS AND DRAINAGE



SUBDIVISION
Mapsco No. 619A

Forest Bluff Section 5

Pct.# 1
Atlas No. H-10

RECORDED AT DOC#200600032 IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY 2/01/06.

SUBDIVISION CONTAINS 7 STREETS\ AS LISTED BELOW:

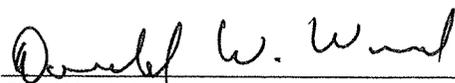
#	STREET NAME	FROM - TO	L.F.	MILES	ROW	PVMNT	TYPE OF CURB & PVMNT	GUTTER
1	Bullace Street	Wideleaf Drive to Vasey Boulevard	892	0.17	50'	HMAC	30'F-F	Yes
2	Vasey Boulevard	SE cor Lot 9 Blk E to end of 60'R cul-de-sac	500	0.09	50'	HMAC	30'F-F	Yes
3	Wideleaf Cove	Wideleaf Drive to end of 60'R cul-de-sac	382	0.07	50'	HMAC	30'F-F	Yes
4								
5								
6								
7								
8								
9								
10								
11								
12								

THE TOTAL NUMBER OF LOTS IN THIS SUBDIVISION - 63 N/A

CONSTRUCTION OF STREETS AND DRAINAGE EXCEEDS MINIMUM COUNTY STANDARD FOR STREETS NUMBERED 1-3

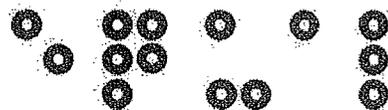
IT IS RECOMMENDED THAT MAINTENANCE OF STREETS NUMBERED 1-3 TOTALING 0.33 MILES BE ACCEPTED BY THE TRAVIS COUNTY COMMISSIONERS' COURT IN PRECINCT 1.

19-Jan-10
DATE


Don Ward, P. E., Division Manager, Road and Bridge
TRANSPORTATION AND ENGINEERING SERVICES

DP = DOUBLE PENE1
HMAC = HOT MIX ASPHALT
C = CONCRETE
UPP = UNPAVED, PIT RUN
UPS = UNPAVED, SELECT

APPROVED BY COMMISSIONERS' COURT DATE



Inspection Approved

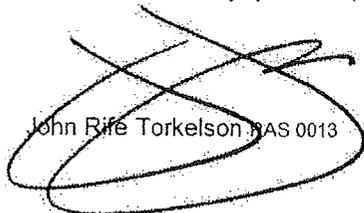
We are pleased to inform you that the referenced facility has been inspected and found to be in substantial compliance with the provisions of the Texas Accessibility Standards.

Note: The inspection is specific to the scope of work noted in the construction documents and the scope of work for Cash Construction as outlined in the letter provided by Randall Jones Engineering only. Since there were no residential sidewalks noted in the scope of work, we have not included a review of any residential sidewalks and/or drive pads.

Also note, this facility is not subject to review under the current Administrative Rules as published by TDLR. Therefore, this review is advisory in nature only and does not constitute a review as required under the Texas Architectural Barriers Act.

Please note, this determination does not address the applicability of the Americans with Disabilities Act (ADA), (P.L. 101-336), or any other state, local or federal requirements. For information on the ADA, call the ADA Hotline, 800/ 949.4232 or the U.S. Department of Justice at 202/ 514.0301.

Please call with any questions,


John Rife Torkelson PAS 0013

27 February 2007

Project Number: A 07068

Project:

Forest Bluff Section 3

Plans Dated: November 2001

To:

Gary Stewart
Cash Construction
18607 Heatherwilde
Pflugerville, Texas 78660

Inspection Performed by:

John Torkelson
19 January 2007

Project Scope

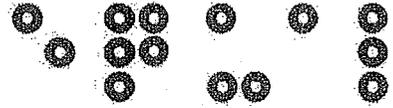
Review of subdivision for compliance with the Texas Accessibility Standards.

Distribution:

Jenny Pollard- Randall Jones Engineering
File

the ACCESS partnership, l.p.

1314 possum trot
austin texas 78703
512/476-8675 v
512/476-5646 f
800/987-8675
www.the-ACCESS-partnership.com



Re-Inspection- Approved

We have performed a re-inspection of the facility to verify corrective modifications for the referenced facility and updated our records accordingly. We are pleased to inform you that all items cited in the inspection report now appear to be in substantial compliance with the requirements of the Texas Architectural Barriers Act, Article 9102, Texas Civil Statutes; therefore, this project is approved.

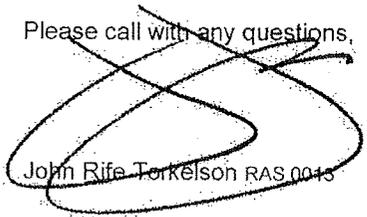
Note: The inspection is specific to the scope of work noted in the construction documents only. We have not included a review of the residential sidewalks and drive pads. This review is for the scope of work applicable to the standards only, including but not limited to sidewalks, curb ramps and accessible routes.

This facility is not subject to review under the current Administrative Rules as published by TDLR. Therefore, this review is advisory in nature only and does not constitute a review as required under the Texas Architectural Barriers Act.

The corrective action taken was the addition of compliant curb ramps at a mid-block location which allows for an accessible route to be provided through the subject facility. The existing curb ramps and crossings were not removed as a part of this correction and remain as non-compliant elements, but, since they are not a part of an accessible route, they are not reviewed.

This determination does not address the applicability of the Americans with Disabilities Act (ADA), (P.L. 101-336), or any other state, local or federal requirements. For information on the ADA, call the ADA Hotline, 800/949.4232 or the U.S. Department of Justice at 202/ 514.0301.

Please call with any questions.


John Rife Torkelson RAS 0045

20 September 2006

Project Number: A 04041

EABPRJ#: A4807559

Project:

Forest Bluff Section 4

Delta Post & Nuttall
Austin, Texas 78724
Plans Dated: 22 December 2003

To:

John Lloyd
JBDI Development
4111 Lakeplace Lane
Austin, Texas 78746

Inspection Performed by:

John Torkelson
16 August 2005

Re-Inspection Date:

19 September 2006

Project Scope

Construction of subdivision infrastructure to serve 119 single family lots including curb ramps & sidewalks not located in front of family lots.

Distribution:

File
Cody Bailey- Cash Construction Company
Jenny Pollard- Randall Jones Engineering

the **ACCESS** partnership, l.p.

1314 possum trot

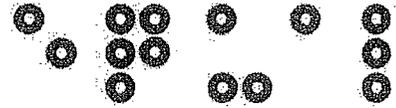
austin texas 78703

512/476.8675 v

512/476.5646 f

800/987.8675

www.the-ACCESS-partnership.com



Re-Inspection- Approved

We have performed a re-inspection of the facility to verify corrective modifications for the referenced facility and updated our records accordingly. We are pleased to inform you that all items cited in the inspection report now appear to be in substantial compliance with the requirements of the Texas Architectural Barriers Act, Article 9102, Texas Civil Statutes; therefore, this project is approved.

Note: The inspection is specific to the scope of work noted in the construction documents only. We have not included a review of the residential sidewalks and drive pads. This review is for the scope of work applicable to the standards only, including but not limited to sidewalks, curb ramps and accessible routes.

This facility is not subject to review under the current Administrative Rules as published by TDLR. Therefore, this review is advisory in nature only and does not constitute a review as required under the Texas Architectural Barriers Act.

The corrective action taken was the addition of compliant curb ramps at a mid-block location which allows for an accessible route to be provided through the subject facility. The existing curb ramps and crossings were not removed as a part of this correction and remain as non-compliant elements, but, since they are not a part of an accessible route, they are not reviewed.

This determination does not address the applicability of the Americans with Disabilities Act (ADA), (P.L. 101-336), or any other state, local or federal requirements. For information on the ADA, call the ADA Hotline, 800/949.4232 or the U.S. Department of Justice at 202/ 514.0301.

Please call with any questions,

John Rife Torkelson RAS 0013

20 September 2006

Project Number: A 05457

EABPRJ#: Not Subject

Project:

Forest Bluff Section 5

Forest Bluff Subdivision- Section 5

Austin, Texas 78724

Plans Dated: 28 November 2003

To:

John Lloyd

JBDI Development

4111 Lakeplace Lane

Austin, Texas 78746

Inspection Performed by:

John Torkelson

16 August 2005

Re-Inspection Date:

19 September 2006

Project Scope

New single family subdivision with associated curb ramps and sidewalks.

Distribution:

File

Cody Bailey- Cash Construction Company

Jenny Pollard- Randall Jones Engineering

the **ACCESS** partnership, l.p.

1314 possum trot

austin texas 78703

512/476.8675 v

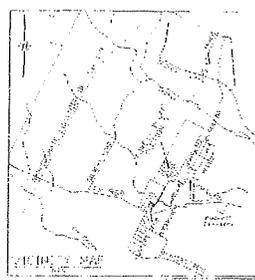
512/476.5646 f

800/987.8675

www.the-ACCESS-partnership.com

LEGEND:

- 1/2" IRON ROD SET
- 1/2" IRON ROD FOUND
- 1" IRON ROD SET
- CONCRETE MONUMENT SET
- PUBLIC UTILITY ENCUMBRANCE
- EASEMENT (SEE PLAN)
- PROPERTY OR ENCUMBRANCE NOT SHOWN PER A.C.A. 125.004, 125.005
- UNLAWFUL ENCUMBRANCE
- PUBLIC RECORD
- REAL PROPERTY RECORD
- PUBLIC RECORD
- RECORDS OF DEEDS
3



GRAPHIC SCALE
SCALE: 1" = 100'
TRAVIS COUNTY, TEXAS

TABLE OF LABELED LINE DATA

LINE NUMBER	BEARING	LENGTH
L1	S89°20'21"E	133.20
L2	N89°20'21"E	133.20
L3	S89°20'21"E	133.20
L4	N89°20'21"E	133.20

TABLE OF LABELED CURVE DATA

LINE NO.	BEARING	CHORD	CHORD BEARING	ANGLE	ARC LENGTH	PIECE POINT	PC	PT	PC	PT
101	S89°20'21"E	133.20	S89°20'21"E	90°	133.20	133.20	133.20	133.20	133.20	133.20
102	N89°20'21"E	133.20	N89°20'21"E	90°	133.20	266.40	266.40	266.40	266.40	266.40
103	S89°20'21"E	133.20	S89°20'21"E	90°	133.20	400.00	400.00	400.00	400.00	400.00
104	N89°20'21"E	133.20	N89°20'21"E	90°	133.20	533.60	533.60	533.60	533.60	533.60

LOT SUMMARY

RESIDENTIAL - 122 LOTS = 18.44 ACRES
 COMM - 1 LOT = 5.28 ACRES
 TOTAL - 123 LOTS = 23.72 ACRES

TABLE OF LABELED CURVE DATA

LINE NO.	BEARING	CHORD	CHORD BEARING	ANGLE	ARC LENGTH	PIECE POINT	PC	PT	PC	PT
105	S89°20'21"E	133.20	S89°20'21"E	90°	133.20	667.20	667.20	667.20	667.20	667.20
106	N89°20'21"E	133.20	N89°20'21"E	90°	133.20	800.80	800.80	800.80	800.80	800.80
107	S89°20'21"E	133.20	S89°20'21"E	90°	133.20	934.40	934.40	934.40	934.40	934.40
108	N89°20'21"E	133.20	N89°20'21"E	90°	133.20	1068.00	1068.00	1068.00	1068.00	1068.00

THE FOLLOWING CHANGES WERE MADE TO THE FINAL PLAN BY RANDALL JONES SURVEYING, INC., PRIOR TO RECORDING:

- ADDED A 15' DRAINAGE EASEMENT TO THE SOUTH SIDE OF LOT 24, BLOCK 7.
- REPERCUSSIVE DOCUMENT
 RECORD MAP NO. 16-1-001-001-001-001 IN 15
 1/2" IRON ROD FOUND AT SOUTHWEST CORNER OF
 LOT 24 AND 25 OF BLOCK 7
 P.E. = 45833
 APPROXIMATE: L1 = 30.25 50' L2 = 97 50.03
 RECHANGING THIS IS A CORNER ON SPINDLE SET IN
 1/2" IRON ROD 33' NORTHWEST OF DELTA POST
 CORNER AND TO SOUTHWEST OF CHAMBERLAIN
 COURT IN LOT 1, BLOCK 7
 APPROXIMATE: L1 = 150.54
 APPROXIMATE: L1 = 30.25 50' L2 = 97 50.03

LINEAR FOOTAGE OF STREETS DEDICATED BY THIS PLAN

STREET NAME	LENGTH	WIDTH
WILSON DRIVE	845	50'
WILSON ROAD	860	50'
CHAMBERLAIN CURVE	1950	50'
MIDDLEBURY LANE	967	50'
WILSON DRIVE	845	50'
TOTAL	4272'	

PROJECT: FOREST BLUFF SECTION 3
 JOB NUMBER: 4405020201
 DATE: JUNE, 2001
 SCALE: 1" = 100'
 SUBMITTED BY: D. W. JONES
 TECHNICIAN: D. W. JONES
 DRAWING: 1000000000
 PHOTOGRAPHS:
 PART NUMBER:
 PLUMBINGS:

206 WILD BASIN RD.
 SUITE #300
 AUSTIN, TEXAS
 78731
 (512) 327 - 6840

FOREST BLUFF SECTION 3
 TRAVIS COUNTY, TEXAS

SHEET 3 OF 3

PBS&J PLAN NO. 4405020201

200400833

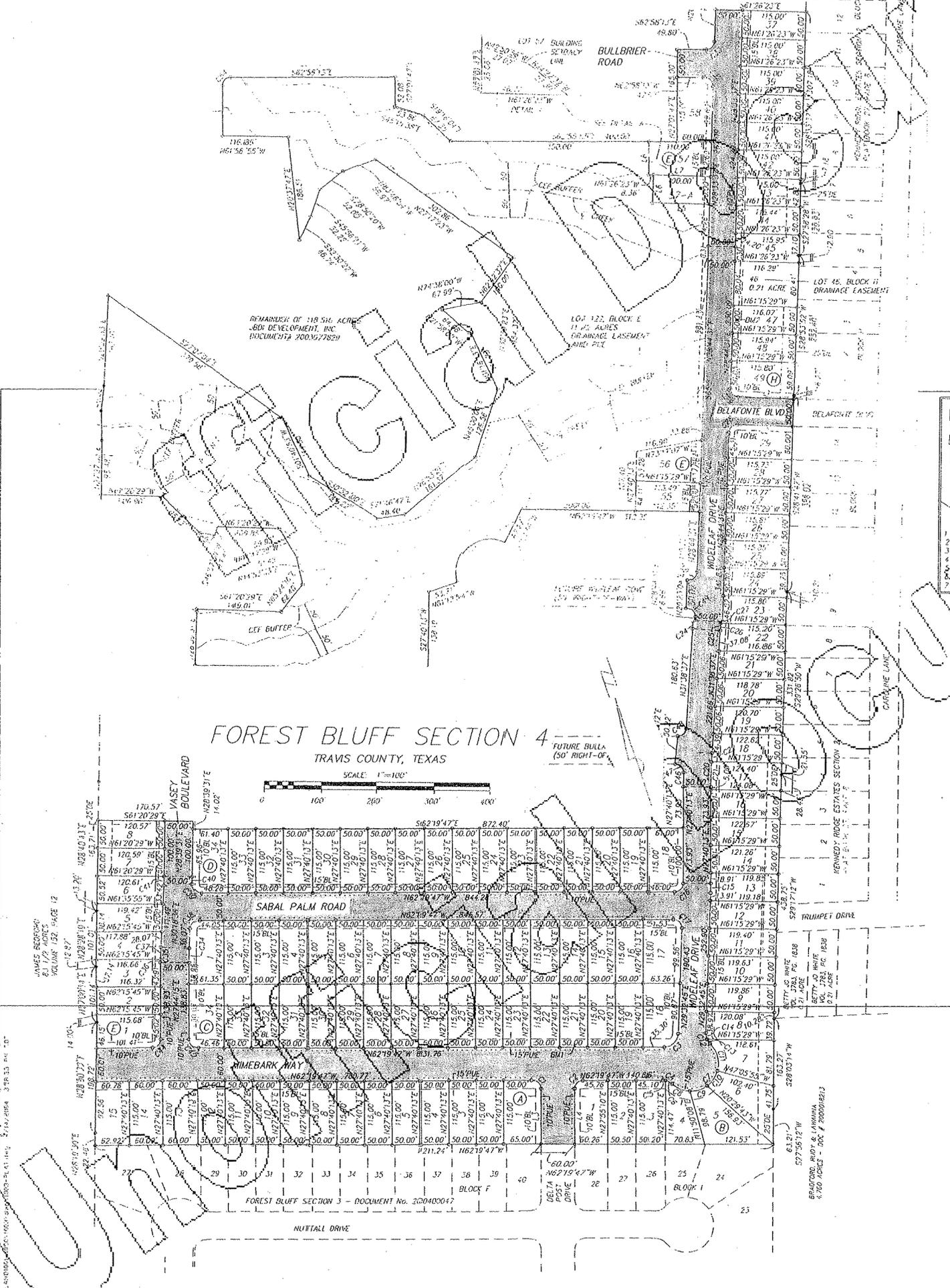
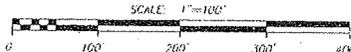
20118

11-19-04

PHOTOGRAPHIC MAP

FOREST BLUFF SECTION 4

TRAVIS COUNTY, TEXAS



FOREST BLUFF SECTION 3 - DOCUMENT No. 200400847

NUTTALL DRIVE

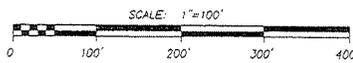
20060032

2.1.00

2.1.00

PHOTOGRAPHIC - ATLAS

PLAT OF FOREST BLUFF SECTION 5



CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	CHORD BRNG.	CHORD	TAN
C1	24.53	60.00	23°25'31"	S51°45'51"E	24.38	12.44
C2	4.98	25.00	11°25'24"	S34°22'33"W	4.98	2.30
C3	140.58	60.00	134°14'53"	N25°54'33"E	110.56	142.21
C4	23.28	15.00	88°55'43"	S23°12'22"W	21.01	14.72
C5	23.84	15.00	81°04'17"	S9°47'38"E	21.41	15.28
C6	13.93	275.00	2°54'06"	S30°11'34"W	13.93	6.96
C7	22.52	15.00	86°01'37"	S24°39'25"W	20.47	13.99
C8	23.98	15.00	81°35'21"	S16°32'07"E	21.51	15.42
C9	25.65	925.00	1°35'21"	S28°27'53"W	25.65	12.83
C10	4.66	25.00	10°40'15"	N23°19'24"E	4.65	2.33
C11	4.43	25.00	10°08'50"	N12°54'51"E	4.42	2.22
C12	9.08	25.00	20°49'06"	N18°14'59"E	9.03	4.59
C13	46.95	60.00	44°50'04"	N30°15'28"E	45.76	24.75
C14	33.43	60.00	31°55'27"	N68°13'17"E	33.00	17.16
C15	33.43	60.00	31°55'27"	N79°26'20"W	33.00	17.16
C16	48.92	60.00	46°42'51"	N36°41'41"W	47.58	25.91
C17	51.63	60.00	49°18'18"	N31°18'54"E	50.05	27.54
C18	51.00	60.00	48°42'03"	N80°19'05"E	49.48	27.15
C19	289.89	60.00	278°49'40"	N33°44'44"W	79.65	53.24
C20	28.18	25.00	64°35'11"	N72°22'31"E	26.71	15.80
C21	33.17	25.00	76°00'35"	N66°39'49"E	30.79	19.54
C22	23.82	15.00	80°59'18"	N15°50'08"W	21.40	15.26
C23	23.30	15.00	89°00'42"	N73°09'52"E	21.03	14.74
C24	7.81	60.00	7°16'00"	N58°41'47"W	7.80	3.81
C25	33.43	60.00	31°55'27"	N39°06'04"W	33.00	17.16
C26	33.43	60.00	31°55'27"	N07°10'37"W	33.00	17.16
C27	57.04	60.00	54°28'23"	N09°43'49"W	54.92	30.88
C28	272.10	60.00	259°50'09"	N67°35'18"E	92.04	71.71
C29	34.83	25.00	79°50'09"	N22°24'42"W	32.08	20.92

LINE TABLE		
LINE	LENGTH	BEARING
L1	50.02	S29°23'04"W
L2	8.66	S28°44'31"W
L3	50.22	S33°05'12"W
L4	120.79	N61°20'29"W
L5	44.82	N27°52'35"W
L6	31.14	N66°31'40"E

LINEAR FEET OF NEW STREETS:

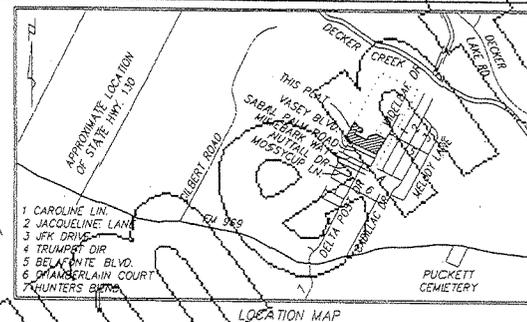
NAME	WIDTH	LENGTH
VASEY BOULEVARD	50	446
WIDELCAF COVE	50	349
BULLACE STREET	50	883
TOTAL		1678

SITE DATA:

63 RESIDENTIAL LOTS
 TOTAL AREA OF SITE: 11.176 ACRES
 JOHN BURLESON SURVEY NO. 33, ABSTRACT NO. 5
 * = BENCH MARK SET (IN LOT 33, BLOCK E)
 SPINDLE SET IN 15" POST OAK TREE
 ELEVATION = 506.71

LEGEND:

- = FOUND 1/2" IRON ROD
- = SET 1/2" IRON ROD WITH CAP STAMPED "RJS"
- DE = DRAINAGE EASEMENT
- PUE = PUBLIC UTILITY EASEMENT
- BL = BUILDING SETBACK LINE
- CEF = CRITICAL ENVIRONMENTAL FEATURE
- = SIDEWALK REQUIRED



NOTES:

1. WATERSHED STATUS: THIS PROJECT IS LOCATED IN THE DECKER CREEK WATERSHED WHICH IS CLASSIFIED AS SUBURBAN.
2. NO LOT WILL BE OCCUPIED UNTIL THE STRUCTURE IS CONNECTED TO THE HORNSBY BEND UTILITY COMPANY WATER AND WASTEWATER SYSTEMS.
3. ALL BUILDING SETBACK LINES WILL BE 15 FEET FOR THE FRONT BUILDING LINE, 10 FEET FOR STREET SIDE BUILDING LINES, AND 5 FEET ON INTERIOR SIDE LOT LINES.
4. WATER AND WASTEWATER SYSTEMS SERVING THIS SUBDIVISION SHALL BE DESIGNED AND INSTALLED IN ACCORDANCE WITH THE HORNSBY BEND UTILITY COMPANY AND STATE HEALTH DEPARTMENT PLANS AND SPECIFICATIONS.
5. PUBLIC SIDEWALKS, BUILT TO CITY OF AUSTIN STANDARDS, ARE REQUIRED ALONG ALL PUBLIC STREETS AS SHOWN BY A DOTTED LINE ON THE FACE OF THE PLAT. THESE SIDEWALKS SHALL BE IN PLACE PRIOR TO THE LOT BEING OCCUPIED. FAILURE TO CONSTRUCT THE REQUIRED SIDEWALKS MAY RESULT IN THE WITHHOLDING OF CERTIFICATES OF OCCUPANCY, BUILDING PERMITS, OR UTILITY BY THE GOVERNING BODY OR UTILITY COMPANY. LDC, 25-6-351.
6. ALL STREETS WILL BE BUILT TO CITY OF AUSTIN URBAN STANDARDS.
7. VARIANCE TO SECTIONS 25-8-341, 25-8-342 AND 25-8-361 OF THE LAND DEVELOPMENT CODE (CUT REQUIREMENTS, FILL REQUIREMENTS AND WASTEWATER RESTRICTIONS) WERE GRANTED WITH THE PRELIMINARY PLAN APPROVAL (CB-00-2251) ON AUGUST 8, 2001, AND ALSO GRANTED BY THE REVISED PRELIMINARY PLAT APPROVED BY THE CITY OF AUSTIN PLANNING AND ZONING COMMISSION ON JANUARY 6, 2004. CUT AND FILL IN THIS SECTION WILL NOT BE PERMITTED EXCEED 12 FEET.
8. AN ADMINISTRATIVE VARIANCE TO SECTION 25-8-322 OF THE CITY OF AUSTIN LAND DEVELOPMENT CODE (CLEARING FOR A ROADWAY) WAS GRANTED WITH THE PRELIMINARY PLAN (CB-00-2251). APPROVED ON AUGUST 8, 2001, AND ALSO GRANTED BY THE REVISED PRELIMINARY PLAT APPROVED BY THE CITY OF AUSTIN PLANNING AND ZONING COMMISSION ON JANUARY 6, 2004.
9. AN ADMINISTRATIVE WAIVER HAS BEEN GRANTED FROM SECTION 25-4-153 OF THE CITY OF AUSTIN LAND DEVELOPMENT CODE (BLOCK LENGTH) WITH THE PRELIMINARY PLAN (CB-00-2251.01), APPROVED AUGUST 8, 2001, AND ALSO GRANTED BY THE REVISED PRELIMINARY PLAT APPROVED BY THE CITY OF AUSTIN PLANNING AND ZONING COMMISSION ON JANUARY 6, 2004.
10. AUSTIN ENERGY HAS THE RIGHT TO PRUNE AND/OR REMOVE TREES, SHRUBBERY AND OTHER OBSTRUCTIONS TO THE EXTENT NECESSARY TO KEEP THE EASEMENTS CLEAR. AUSTIN ENERGY WILL PERFORM ALL TREE WORK IN COMPLIANCE WITH CHAPTER 25-8, SUBSECTION B OF THE CITY OF AUSTIN LAND DEVELOPMENT CODE.
11. THE DEVELOPER OF THIS SUBDIVISION SHALL PROVIDE AUSTIN ENERGY WITH ACCESS REQUIRED, IN ADDITION TO THOSE INDICATED, FOR THE INSTALLATION AND ONGOING MAINTENANCE OF OVERHEAD AND UNDERGROUND ELECTRIC FACILITIES. THESE EASEMENTS AND/OR ACCESS ARE REQUIRED TO PROVIDE ELECTRIC SERVICE TO THE BUILDING AND WILL NOT BE LOCATED SO AS TO CAUSE THE SITE TO BE OUT OF COMPLIANCE WITH CHAPTER 25-8 OF THE CITY OF AUSTIN LAND DEVELOPMENT CODE.
12. THE OWNER SHALL BE RESPONSIBLE FOR INSTALLATION OF TEMPORARY EROSION CONTROL, REVEGETATION AND TREE PROTECTION. IN ADDITION, THE OWNER SHALL BE RESPONSIBLE FOR ANY INITIAL TREE PRUNING AND TREE REMOVAL THAT IS WITHIN TEN FEET OF THE CENTERLINE OF ANY PROPOSED OVERHEAD ELECTRICAL FACILITIES DESIGNED TO PROVIDE ELECTRIC SERVICE TO THIS PROJECT. THE OWNER SHALL INCLUDE AUSTIN ENERGY'S WORK WITHIN THE LIMITS OF CONSTRUCTION OF THIS PROJECT.
13. A TRAVIS COUNTY DEVELOPMENT PERMIT IS REQUIRED PRIOR TO ANY SITE DEVELOPMENT.
14. THE OWNER OF THIS SUBDIVISION, AND HIS OR HER SUCCESSORS AND ASSIGNS ASSUMES RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS WHICH COMPLY WITH APPLICABLE CODES AND REQUIREMENTS OF THE CITY OF AUSTIN. THE OWNER UNDERSTANDS AND ACKNOWLEDGES THAT PLAT VACATION OR REPLACING MAY BE REQUIRED, AT THE OWNER'S SOLE EXPENSE, IF PLANS TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS LDC 25-4-83.
15. PRIOR TO CONSTRUCTION, EXCEPT DETACHED SINGLE FAMILY ON ANY LOT IN THIS SUBDIVISION, A SITE DEVELOPMENT PERMIT MUST BE OBTAINED FROM THE CITY OF AUSTIN. LDC 25-5-1
16. PRIOR TO CONSTRUCTION ON LOTS IN THIS SUBDIVISION, DRAINAGE PLANS WILL BE SUBMITTED TO THE CITY OF AUSTIN FOR REVIEW. RAINFALL RUNOFF SHALL BE HELD TO THE AMOUNT EXISTING AT UNDEVELOPED STATUS BY PONDING OR OTHER APPROVED METHODS.

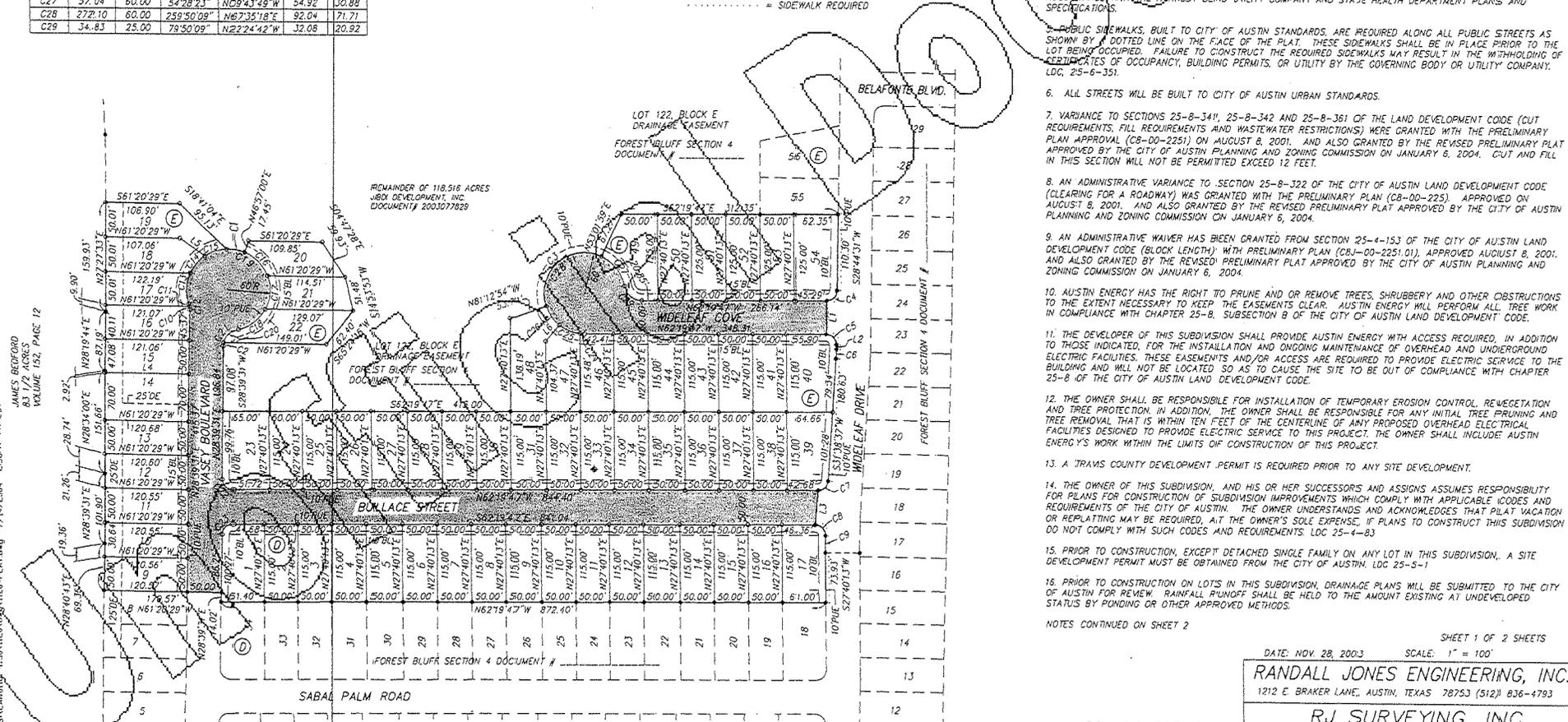
NOTES CONTINUED ON SHEET 2

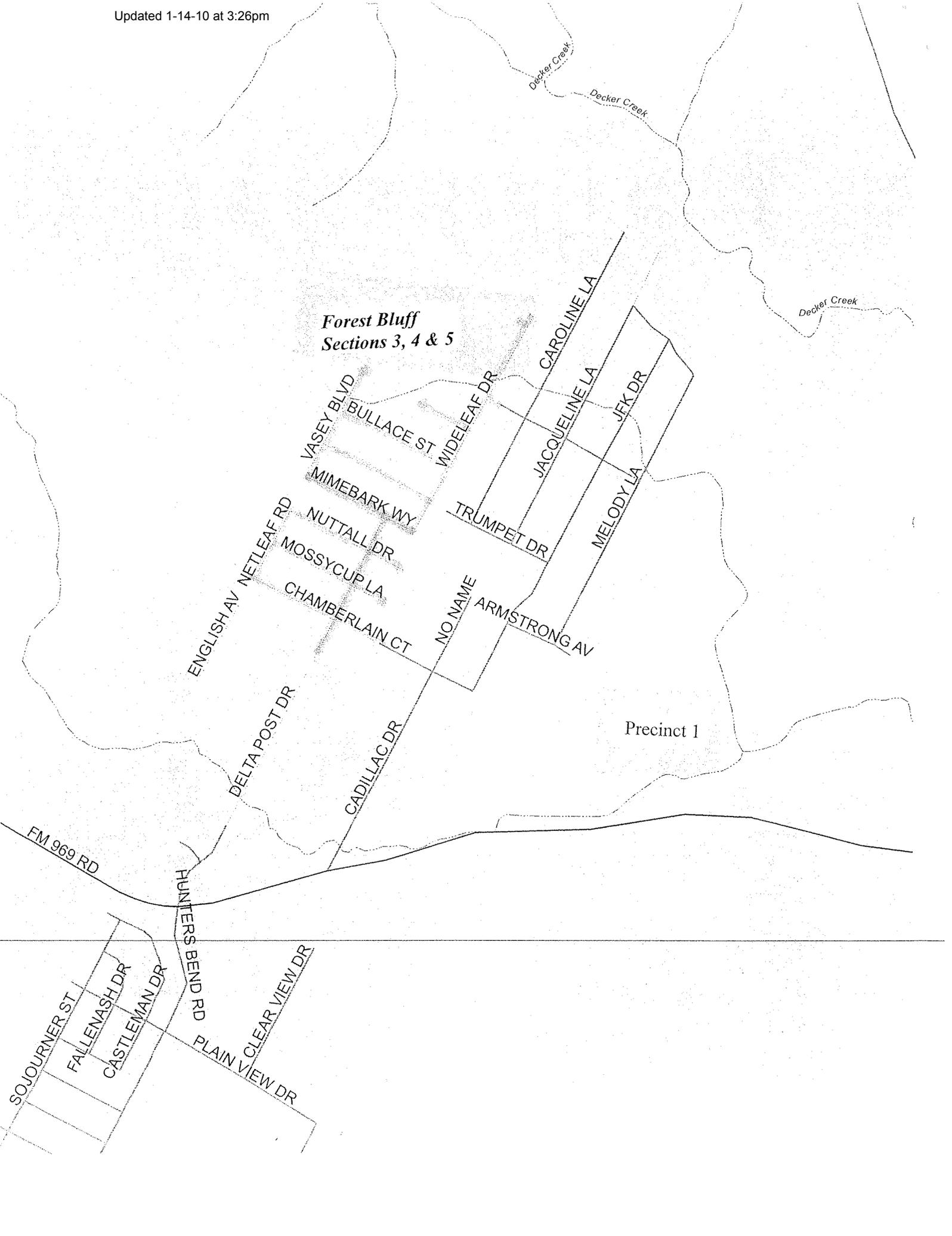
SHEET 1 OF 2 SHEETS

DATE: NOV. 28, 2003 SCALE: 1" = 100'
RANDALL JONES ENGINEERING, INC.
 1212 E. BRAKER LANE, AUSTIN, TEXAS 78753 (512) 836-4793
RJ SURVEYING, INC.
 1212 E. BRAKER LANE AUSTIN, TEXAS 78753 (512) 836-4793

CBJ-00-2251.01.5A

SUNLABOR@1530.N2007.0108.PLA.dwg 7/14/2004 2:36:47 PM 01
 JAMES BEDFORD
 83 1/2 ACRES
 VOLUME 054, PAGE 12





**Forest Bluff
Sections 3, 4 & 5**

Precinct 1

Decker Creek

Decker Creek

FM 969 RD

HUNTERS BEND RD

SOJOURNER ST
FALLENASH DR
CASTLEMAN DR

PLAIN VIEW DR
CLEAR VIEW DR

VASEY BLVD

BULLACE ST

WIDELEAF DR

CAROLINE LA

JACQUELINE LA

JFK DR

MIMEBARK WY

NUTTALL DR

TRUMPET DR

ENGLISH AV

NETLEAF RD

MOSSY CUP LA

CHAMBERLAIN CT

NO NAME

ARMSTRONG AV

MELODY LA

CADILLAC DR

5

Travis County Commissioners Court Agenda Request

Voting Session: January 19, 2010
(Date)

Work Session: _____
(Date)

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

Consider and take appropriate action on items related to the next Consolidated Plan beginning in Program Year 2011 for the Community Development Block Grant provided by the U. S. Department of Housing and Urban Development:

- A. Approve the next period for the Consolidated Plan;
- B. Approve the schedule for the Development of the Consolidated Plan;
- C. Receive an update on the outreach to incorporated areas for inclusion into the Urban County; and
- D. Other Related Items.

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

Signature of Commissioner(s) or County Judge

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

Rodney Rhoades, PBO	Travis Gatlin, PBO
Susan Spataro, Auditor's Office	Lee Turner, TNR
Janice Cohoon, Auditor's Office	Joe Gieselman, TNR
Kimberly Walton, Auditor's Office	Jason Walker, Purchasing Office
Mary Etta Gerhardt, County Attorney's Office	Harvey Davis, HHSVS
Cyd Grimes, Purchasing Office	Joe Gieselman, TNR
Christy Moffett, HHSVS	

Required Authorizations: Please check if applicable.

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

- Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

- Contract, Agreement, Policy & Procedure

RECEIVED
COUNTY JUDGE'S OFFICE
10 JAN 14 AM 10:19

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



**TRAVIS COUNTY HEALTH and HUMAN SERVICES
And VETERANS SERVICE**

100 North I.H. 35
P. O. Box 1748
Austin, Texas 78767

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

MEMORANDUM

Date: January 12, 2010

To: Members of the Commissioners Court

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

Subject: Development of the next Consolidated Plan for the Community
Development Block Grant

Proposed Motion:

Consider and take appropriate action on items related to the next Consolidated Plan beginning in Program Year 2011 for the Community Development Block Grant provided by the U. S. Department of Housing and Urban Development:

- A. Approve the next period for the Consolidated Plan;
- B. Approve the schedule for the Development of the Consolidated Plan;
- C. Receive an update on the outreach to incorporated areas for inclusion into the Urban County; and
- D. Other Related Items.

Summary and Staff Recommendations:

- A. The administration of the CDBG program follows a cycle that includes the drafting of a Consolidated Plan every three, five or six years, as determined by the entitlement community, and a required Action Plan and performance evaluation every year.

Since 2006 marked the first year Travis County received CDBG funds and the County chose to pursue a five-year plan, its first Consolidated Plan spans from October 1, 2006 through September 30, 2011. The next Consolidated Plan must be prepared and submitted on August 15, 2011 and begins October 1, 2011.

The Consolidated Plan is composed of several components:

- Public Participation,
- A Housing Market Analysis,
- An Analysis of Impediments to Fair Housing Choice,
- A Community Needs Analysis,
- A Strategic Direction (based on all the analyses and public input), and
- An Action Plan for the first program year of the Consolidated Plan Period (Program Year 2011).

CDBG staff is recommending the next Consolidated Plan to span from October 1, 2011 to September 30, 2014. This represents a change from a five-year to a three-year consolidated planning period. Refer to Attachment A for a review of opportunities and considerations of the different planning periods.

B. In order for staff to meet the deadlines related to the Consolidated Plan and to ensure the setting of a strategic direction prior to project solicitation for PY 2011, staff is recommending the following schedule for the development of the next Consolidated Plan:

- | | |
|----------------------------------|--|
| January – September 2010 | ▪ Conducting Analysis of Impediments to Fair Housing Choice, Housing Market Analysis, and Community Needs Analysis |
| February – August 2010 | ▪ Gathering of public input on needs and priorities |
| September – November 2010 | ▪ Drafting of Strategic Direction
▪ Approval of draft of Strategic Direction |
| December 2010 | ▪ Public comment on draft of Strategic Direction |
| January 2011 | ▪ Approval of Strategic Direction |
| January – August 2011 | ▪ Development of the PY11 Action Plan |
| August 2011 | ▪ Submission to HUD of the Consolidated Plan for PY2011-2013 |

C. Every three years, HUD requires counties receiving CDBG funds to renew their entitlement status as "urban counties" and to consider whether to include previously non participating communities in their CDBG program. The County renewed it's status for PY 2009-2011 during PY 2008. At that time, the Commissioners Court agreed to maintain the Urban County as is, and as such, the County did not request participation from its cities and villages but directed CDBG staff to meet and inquire about their interest in joining the Urban County for the next cycle.

To meet that endeavor, staff created an updated list of all the contacts for the 20 cities and villages in Travis County and mailed out letters in June 2008. During 2010, staff will develop materials and set up meetings with all the interested parties to discuss the opportunity and report back to the Commissioners Court by October 2010.

The inclusion of any city or village will affect the Consolidated Plan, and completing this work early will allow the inclusion of specific data for each interested area in the Consolidated Plan prior to its submission in August 2011.

Issues and Opportunities:

A. Refer to Attachment A for issues and opportunities.

B. The gathering of public input on needs and priorities for the Consolidated Plan will be combined with the gathering of input for the PY 2010 Action Plan. As a result, the advertisement for the spring 2010 public hearings will invite the public to comment on the community needs and projects for PY 2010 and the priorities for the Consolidated Planning Period of PY 2011-2013.

With the increased workload of the Consolidated Plan development, the Department will look internally for solutions to ensure timely completion. Additionally, resources within the CDBG administration budget will be used to contract with a consultant to assist with various components of the Consolidated Plan.

C. With the increased workload expected to come as a result of engaging other cities and villages, the Department will look internally for solutions to ensure timely completion.

Also, it is likely that the CDBG award will increase with the additional population of each city or village who chooses to participate. Special agreements will need to be executed with any incorporated area who chooses to participate in the urban county.

Budgetary and Fiscal Impacts:

A. Refer to Attachment A for budgetary and fiscal impacts.

B. The current schedule for the development of the Consolidated Plan is cost efficient as it builds on the public participation process for the development of the PY10 Action Plan. This combination of schedules allows for efficiencies in terms of staff time's and reduces the need to advertise and create a new participation schedule for a

different time.

C. The amount of the CDBG award can increase depending upon the total population increase for the urban county.

Background:

Under the provisions of Title 1 of the Housing and Community Development Act of 1974 (42 USC 5301), the Federal government through the U.S Department of Housing sponsors a program that provides Community Development Block Grants (CDBG) to cities and counties to develop viable urban communities by providing decent housing and a suitable living environment and by expanding economic opportunities for low and moderate income persons. Since 2006, Travis County has received CDBG funds from HUD on an annual basis.

Consolidated Plans are completed every 3, 5 or 6 years based on the County's interest and include data on community needs and strategic goals. The County is currently working under a five year Consolidated Plan spanning from 2006-2010. The next Consolidated Plan will take effect on October 1, 2011.

Travis County first received its "urban county" designation in 2006 when it met HUD's population thresholds. To maintain its eligibility to receive CDBG funds from HUD, Travis County renewed its qualification for 2009-2011 period. The next renewal is due at the same time as the next Consolidated Plan.

Attachment A

Opportunities and Considerations for a Three-Year Planning Period

In a three-year planning period the overall strategic direction would be determined every three years, with analysis of community needs taking place on an ongoing annual basis.

Opportunities	Considerations
<ul style="list-style-type: none"> ▪ More continuous analysis: <ol style="list-style-type: none"> 1) Allows staff to understand changes as they are happening and develop a strategic direction that more accurately reflects current needs. 2) Allows staff to be more proactive in addressing changing needs. 3) Aligns with census changes in collecting information on an ongoing basis. For example, the American Community Survey (ACS), a nationwide survey that collects annual population characteristics and housing information, is replacing the Census long form that was collected every 10 years. 	<ul style="list-style-type: none"> ▪ More continuous analysis: <ol style="list-style-type: none"> 1. Requires a more continuous approach of gathering information on community needs. 2. Requires more resources at the beginning but can result in efficiencies once data systems are in place to collect and analyze data annually. 3. HUD's response to the ACS data and changes to the Census are unknown at this time.
<ul style="list-style-type: none"> ▪ A one-time 3-year planning period will allow Travis County to coincide with the cycles of Williamson County and the cities of Round Rock and Austin. <p>Being on the same cycle, allows for the possibility of Regional Planning which:</p> <ol style="list-style-type: none"> 1) Allows for joint analysis. 2) Reduces administrative costs for the common studies needed. 3) Allows for the drawing of a more cohesive picture of the housing needs for the entire county or region. 	<ul style="list-style-type: none"> ▪ 3 years plans might not align with other jurisdictions in the future for Regional Consolidated Planning as most entitlements use a 5 year model. ▪ Coordination/collaboration on a regional level reduces the County's control over the final product of the studies. ▪ Regional planning appears to be one potential direction HUD may be leaning toward in the future. ▪ HUD intends to change the Consolidated Planning process at some point in the near future.
<ul style="list-style-type: none"> ▪ Aligns with the Urban County Renewal process which also takes place every three years. 	
<p><u>Project Implementation</u></p> <ul style="list-style-type: none"> ▪ Allows staff to phase projects on a three-year period. ▪ Allows for Request for Proposals for social services to be based on a three year period. 	

Opportunities and Considerations for a Five-Year Planning Period

Opportunities	Considerations
<p>It will allow Travis County to coordinate with other entitlements in the area who also work on a 5-year cycle. (It will first require a 3-year cycle to “catch up”.</p> <p>Being on the same cycle, allows for the possibility of Regional Planning which:</p> <ol style="list-style-type: none"> 1) Allows for joint analysis. 2) Reduces administrative costs for the common studies needed. 3) Allows for the drawing of a more cohesive picture of the housing needs for the entire county or region. 	<ul style="list-style-type: none"> ▪ Coordination/collaboration on a regional level reduces the County’s control over the final product of the studies. ▪ Regional planning appears to be one potential direction HUD may be leaning toward in the future. ▪ HUD intends to change the Consolidated Planning process at some point in the near future. ▪ HUD’s response to the ACS data and changes to the Census are unknown at this time.
<ul style="list-style-type: none"> ▪ Requires less analysis on an ongoing basis but more intense analysis once every five years. ▪ Costs savings might occur with less frequent Consolidated Planning cycles. 	<ul style="list-style-type: none"> ▪ Not as responsive to changing/emerging needs. ▪ The strategic direction can become obsolete due to the changing conditions within a 5-year time period. ▪ Amending the Consolidated Plan will more likely to occur due to changes needed to address emerging needs.
<p><u>Project Implementation</u></p> <ul style="list-style-type: none"> ▪ Continue to phase projects as we do now. ▪ Allows for Request for Proposals for social services to be based on a five year period or maintain current system of awarding money annually. 	<ul style="list-style-type: none"> ▪ Projects cross Consolidated Planning cycles and can make strategic goal setting more inaccurate.

6

Travis County Commissioners Court Agenda Request

Voting Session: January 19, 2010
(Date)

Work Session: _____
(Date)

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

B. Requested Text:

Consider and take appropriate action on the following items related to the planning for the Program Year 2010 Action Plan and Consolidated Planning for the Community Development Block Grant funds received from the U.S. Department of Housing and Urban Development:

- A. Approve the public hearing dates for the public to provide input on the community needs;
- B. Approve the advertisements announcing the public hearing dates in newspapers of general circulation;
- C. Approve the Project Selection Criteria for Program Year 2010; and
- D. Other Related Items

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

Signature of Commissioner(s) or County Judge

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

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

- | | |
|--|---------------------------------|
| Rodney Rhoades, PBO | Travis Gatlin, PBO |
| Susan Spataro, Auditor's Office | Lee Turner, TNR |
| Janice Cohoon, Auditor's Office | Joe Gieselman, TNR |
| Kimberly Walton, Auditor's Office | Jason Walker, Purchasing Office |
| Mary Etta Gerhardt, County Attorney's Office | Harvey Davis, HHS/VS |
| Cyd Grimes, Purchasing Office | Joe Gieselman, TNR |
| Christy Moffett, HHSVS | |

Required Authorizations: Please check if applicable.

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

___ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

___ Contract, Agreement, Policy & Procedure

RECEIVED
COUNTY JUDGE'S OFFICE
10 JAN 14 AM 10:19

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



**TRAVIS COUNTY HEALTH and HUMAN SERVICES
And VETERANS SERVICE**

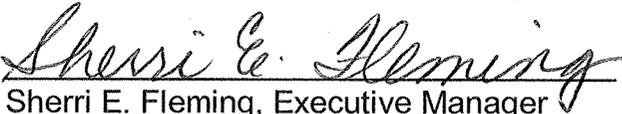
100 North I.H. 35
P. O. Box 1748
Austin, Texas 78767

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

MEMORANDUM

Date: January 12, 2010

To: Members of the Commissioners Court

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

Subject: Community Development Block Grant : Approval of Program Year 2010 and Consolidated Plan Public Hearings to Gather Needs and Strategic Direction Interests

Proposed Motion:

Consider and take appropriate action on the following items related to the planning for the Program Year 2010 Action Plan and Consolidated Planning for the Community Development Block Grant funds received from the U.S. Department of Housing and Urban Development:

- A. Approve the public hearing dates for the public to provide input on the community needs;
- B. Approve the advertisements announcing the public hearing dates in newspapers of general circulation;
- C. Approve the Project Selection Criteria for Program Year 2010; and
- D. Other Related Items

Summary and Staff Recommendations:

- A. Each year HUD requires each grantee to develop an Action Plan specifying the activities to be undertaken with CDBG funds. For the program year 2010, which spans from October 1, 2010 through September 30, 2011, Travis County is expected to receive an estimated \$ 866,380 in CDBG funds. Travis County must determine how the funds will be allocated, and to do so CDBG staff will work with

the public, Travis County departments, and social service agencies to receive input on the community needs and proposed projects.

The CDBG program must also collect "Consolidated Planning" information from the public to determine the priorities for CDBG funding for the next three, five or six program years beginning October 2011. The number of years included in the next Consolidated Plan is determined by the Commissioners Court, and will be decided in the next couple of weeks, however staff need to advertise the opportunity to comment on strategic priorities for the Consolidated Plan now to maintain the schedule. The CDBG staff will bring the Consolidated Planning time frame to the Commissioners Court for the first time on 1/19/2010.

Staff recommends the following dates, times and locations for the public hearings:

**Travis County Granger Building
Commissioners Courtroom**
314 W. 11th St.
Austin, TX 78701

Tuesday, February 16, 2010 @ 9:00 am

East Rural Community Center
600 W. Carrie Manor St.
Manor, Texas, 78653

Monday, February 22, 2010 @ 6:30 pm

Travis County Community Center
15822 Foothills Farm Loop, Bldg D
Pflugerville, Texas, 78660

Wednesday, February 24, 2010 @ 6:30 pm

West Rural Community Center
8656-A Hwy 71 W., Suite A
Oak Hill, Texas, 78735

Wednesday, February 24, 2010 @ 6:30 pm

South Rural Community Center
3518 FM 973
Del Valle, Texas, 78617

Thursday, February 25, 2010 @ 6:30 pm

Those that are not able to attend the public hearings will have an opportunity to provide their input in writing by filling out a Participation Form. This form will be available at the Travis County CDBG website www.co.travis.tx.us/CDBG, at one of the seven Travis County Community Centers, or by requesting the form be mailed.

Please refer to attachment "C" for a full schedule for the development of the PY 2010 Action Plan.

- B. Staff recommends approval of the attached advertisement to notify the public of the set of public hearings to provide input for the development of the PY10 Action Plan. Notification to the public must occur 14 days prior to the public hearings in

newspapers of general circulation and must target the areas the grant serves, the unincorporated areas of the county.

To meet these criteria, the following papers will be targeted for advertising in English.

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

Pflugerville Pflag
Lake Travis View
Oak Hill Gazette

To reach the Spanish speaking population the ad will be advertised in the Spanish language newspapers *Ahora Sí* and *El Mundo*. In addition, the notice will be advertised in both Spanish and English in the Austin Chronicle. Please see Attachment "A" for the proposed advertisement in English. A copy of the ad is in currently being translated into Spanish.

The ad may need to be modified slightly based upon the Commissioner's Court's Action regarding Consolidated Planning time period if a decision is made on January 19, 2010.

- C. Staff recommends the approval of the attached Project Selection Criteria to rank the proposed CDBG projects for the program year 2010 Action Plan. The Project Selection Criteria is the same as the criteria used last year and includes the following evaluation factors: addressing a high priority goal of the strategic plan, feasibility of project, impact or persons benefiting from the project, benefit to low/moderate income persons and leverage of funds. Please refer to Attachment B for more details.

Budgetary and Fiscal Impacts:

- A. N/A
- B. Costs for the public notice will be paid for with the CDBG budget resources.
- C. N/A.

Issues and Opportunities:

Moving forward with the development of a CDBG Action Plan and Consolidated Plan allows the county to increase revenue to address the needs of low-to-moderate income residents that live in the unincorporated areas of the county.

Ideally, the strategic direction for the next Consolidated Plan needs to be set prior to requesting project ideas for Program Year 2011 (beginning February 2011). Combining the needs gathering phase for the PY 2010 Action Plan and the interests to

determine the next Consolidated Plan's strategic direction provides a cost savings and allows the new strategic direction to be set before project solicitation for Program Year 2011. It will take approximately one year gather the information needed to complete the strategic direction. Public input is one piece of the analysis informing the strategic direction.

Background:

Under the provisions of Title 1 of the Housing and Community Development Act of 1974 (42 USC 5301), the Federal government through the U.S Department of Housing sponsors a program that provides Community Development Block Grants (CDBG) to cities and counties to develop viable urban communities by providing decent housing and a suitable living environment and by expanding economic opportunities for low and moderate income persons. Since 2006, Travis County has received CDBG funds from HUD on an annual basis.

Consolidated Plans are completed every 3, 5 or 6 years based on the County's interest and include data on community needs and strategic goals. The County is currently working under a five year Consolidated Plan spanning from program years 2006-2010. The next Consolidated Plan will take effect on October 1, 2011.

Attachment "A"

Travis County Health and Human Services & Veterans Service

P.O. Box 1748, Austin, Texas 78767
(512) 854-4100 Fax (512) 854-4115

Help Identify Community Needs in Travis County

Travis County invites the public to participate in community forums where residents will have an opportunity to present community needs and recommend projects for Community Development Block Grant (CDBG) funds for usage in the unincorporated areas of Travis County. The information collected in the forums will guide the selection of CDBG projects for the Program Year 2010 (October 2010 – September 2011) and help determine the priorities for the funding of the next three program years (October 2011 – September 2014).

The Community Development Block Grant (CDBG) program is funded by the United States Department of Housing and Urban Development (HUD) to benefit Travis County low- to moderate-income residents who live outside any city limit. The program supports community development activities aimed at revitalizing neighborhoods, improving affordable housing options, and providing improved community facilities and services. For program year 2010, Travis County anticipates to receive approximately \$866,380.

The forums will be held according to the following schedule:

Tuesday, February 16, 2010 @ 9:00 am	Monday, February 22, 2010 @ 6:30 pm	Wednesday, February 24, 2010 @ 6:30 pm	Wednesday, February 24, 2010 @ 6:30 pm	Thursday, February 25, 2010 @ 6:30 pm
Travis County Granger Building Commissioners Courtroom: 314 W. 11th St. Austin, Texas, 78701	East Rural Community Center: 600 W. Carrie Manor St. Manor, Texas, 78653	Travis County Community Center: 15822 Foothill Farm Loop, Bldg D Pflugerville, Texas, 78660	West Rural Community Center: 8656-A Hwy 71 W., Suite A Oak Hill, Texas, 78735	South Rural Community Center: 3518 FM 973 Del Valle, Texas, 78617

If you can not attend any of the forums, you can participate by filling out a Participation Form found at the Travis County Website at www.co.travis.tx.us/CDBG/, at one of the seven Travis County Community Centers or by requesting that it be mailed to you at 512-854-3460.

For additional information contact Christy Moffett, at christy.moffett@co.travis.tx.us or call 512-854-3460. To request that an American Sign Language or Spanish interpreter be present at any of the public hearings, please contact staff at least five business days in advance.

Attachment "B"

Proposed CDBG Project Evaluation Criteria for Program Year 2010

Travis County CDBG staff will first review all submitted proposals and project ideas for eligibility and consistency with the CDBG national objectives. Eligible projects will then be ranked according to following evaluation criteria:

1. **Addresses a high priority goal of the Strategic Plan:** Projects addressing one of the seven high priority categories identified in the strategic (consolidated) plan will receive more favorable review.
2. **Feasibility of project:** Projects that have the ability to be implemented and completed within 18 months will receive more favorable review. Phased projects for which 12 - 18 months of work would leave an incomplete project with little to no impact will be considered with less priority.
3. **Impacts a significant number of households:** Project scope and the number of persons benefiting will be considered to determine the level of project impact.
4. **Benefit to low/moderate-income persons:** Projects that benefit low- and moderate-income households will receive a more favorable review.
5. **Leverages/matches with funding from another source:** Projects that utilize other funds (federal, state, local, private) and public/private joint efforts will receive more favorable review.

After reviewing and ranking all the proposals benefiting unincorporated areas, the CDBG staff will make funding recommendations to the Travis County Commissioners Court. The Commissioners Court makes the final selection of CDBG funded projects and will provide a 30 day public comment period to receive comment on the proposed uses of funding prior to submission to HUD as well as hold public hearings.

Attachment "C"
Calendar for the Development of the CDBG PY10 Action Plan



At Commissioners Court



Key Dates

JAN	Turn in back-up for Jan 19th agenda item	12
	Approve all dates for public hearings	19
	Send ads to Patricia Estrada for posting	20
	Advertise the week of January 25th	25
FEB	Request project ideas from TC departments	1
	Turn in back-up for Feb 16th agenda item	9
	Public Hearing at the TCCC	16
	Public Hearing in Precinct 1 - Manor	22
	Public Hearing in Precinct 2 - Pflugerville	24
	Public Hearing in Precinct 3 - Oak Hill	24
	Public Hearing in Precinct 4 - Del Valle	25
MAR	Evaluate projects as they come in and review last year's project list	
	All projects ideas & proposals due for PY10	31
MAY	Present potential projects to TCCC during work session in early May	
	Turn in back-up for May 25th agenda item	18
	Approval of dates for public comment	25
	Turn in back-up for Jun 1st agenda item	25
	Send Ad to Patricia Estrada for posting	26
JUN	Advertize the week of June 1st	1
	Project approval by TCCC	1
	Turn in back-up for Jun 15th agenda item	8
	Last opportunity to approve projects	8
	Approve final draft for Public Comment	15
	Public Comment period begins	23
	Public Hearing at the TCCC	29
JUL	Public Hearing at the TCCC	13
	Public Comment Period Ends	22
AUG	Approve final PY10 Action Plan at TCCC	3
	Submit PY10 Action Plan to HUD	4
	Action Plan is due to HUD	13

7

BUDGET AMENDMENTS AND TRANSFERS
FY 2010

COUNTY JUDGE'S OFFICE
 10 JAN 13 AM 8:28

1/19/2010

TRANSFERS

BA#	Project Code	FUND	DEPT/DIV	ACT	ELM/OBI	Dept.	Line Item	Increase	Decrease	Pg #
T1		001	3735	824	6099	Sheriff	Other Purchased Services		\$ 150,000	1
		001	3735	824	8001	Sheriff	Office Equip & Furniture	\$ 150,000		



PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

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

MEMORANDUM

TO: Members of the Commissioners Court

FROM: Bill Derryberry, Senior Planning and Budget Analyst *Bill Derryberry*

DATE: January 12, 2010

SUBJECT: TCSO Property Building Shelving Budget Transfer

The Sheriff's Office is requesting a transfer of \$150,000 for property shelving, in the new Inmate Property Building (Building 103) from the remaining \$688,279, in line-item 001-3735-824-6099 of the 2009 State Criminal Alien Assistance Program (SCAAP) Grant award from the U.S. Department of Justice, Bureau of Justice Assistance (BJA) accepted by the Commissioner's Court on December 15, 2009. Along with the transfer, the Sheriff's Office is requesting cancellation of the \$100,000 approved for this purpose in the FY 10 Certificate of Obligation funding within the FY 10 Adopted Budget. Please see the attached memo and documents from the Sheriff's Office for additional information.

PBO concurs with this budget transfer and the project cancellation request by the Sheriff's Office. With this transfer, there will be a remaining balance of \$538,279 in line-item 001-3735-824-6099 from the 2009 SCAAP funding for possible FY 10 Sheriff's Office Corrections needs and/or as part of the FY 11 budget process.

Cc: Sheriff Greg Hamilton
Jim Sylvester, Chief Deputy Sheriff, TCSO
Mark Sawa, Major, Administration Bureau-TCSO
Darren Long, Major, Corrections Bureau-TCSO
Michael G. Hemby, Planning Manager, TCSO
Francisco Ordáz, Financial Manager, TCSO
Rodney Rhoades, Executive Manager, PBO
Leroy Nellis, Budget Manager, PBO



RECEIVED

JAMES N. SYLVESTER
Chief Deputy

GREG HAMILTON
TRAVIS COUNTY SHERIFF

JAN 11 2010 10:23
DARRIN LONG
Major - Corrections

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

TRAVIS COUNTY
PLANNING & BUDGET OFFICE
WYLLIS CLAIR
Major - Law Enforcement

MARK SAWA
Major - Administration & Support

Date: January 6, 2010

MEMORANDUM

To: William Derryberry, PBO

From: Darren Long, Major - Corrections *DL 1/6/10*

Subj: Budget Transfer Request for B103 Property/Shelving System

The Sheriff's Office is requesting that Planning & Budget support a request to transfer \$150,000.00 from FY2009 S.C.A.A.P Funds (State Criminal Alien Assistance Program) to be used toward the purchase of a Shelving/Racking system for the TCCC new Property Building.

C.C approved the acceptance of the 2009 S.C.A.A.P Funds in the amount of \$988,279.00 to be used toward Corrections on December 15, 2009. Of those funds, \$300,000.00 have been earmarked for the construction of a new TCCC parking lot with the remaining balance of \$688,279.00 allocated for various Correctional projects.

The new B103 Property Building is scheduled to be operational by February 2010. While \$100,000.00 has been approved as a qualified 2010 CO issuance later in the Fiscal year, TCSO is requesting that the \$688,279.00 earmarked S.C.A.A.P funds be reduced by \$150,000.00 now in order to proceed with a TXMAS vendor to install the Shelving system.

The Sheriff's Office also request that the \$100,000.00 CO issuance request be canceled and deleted from the FY2010 approved list.

Summary:

- Transfer \$150,000.00 from S.C.A.A.P fund (00137358246099) to be used toward new property shelving.
- Cancel \$100,000.00 FY2010 CO request

Please be aware that TCSO may request replacement funds to continue various needed repairs for the Travis County Jail remediation projects later in the Fiscal year.

Thank you for consideration and if you have any questions please feel free to give me a call at 854-4474

AUTOMATED BUDGET ADJUSTMENT FORM

<< Back

100%

Find | Next

Acrobat (PDF) file Export

Budget Adjustment: 19933

Fyr_ Budget Type: 2010-Reg

Author: 37 - WEDHORN, MARIA

Created: 1/6/2010 3:02:30 PM

PBO Category: Transfer

Court Date: Tuesday, Jan 19 2010

Dept: SHERIFF

Just: CommCodeRq

Request \$150,000 from SCAAP to be used toward B103 Property Shelving

From Account	Acct Desc	Project	Proj Desc	Amount
001-3735-824-6099	OTHER PURCHASED SERVICES			150,000
				150,000
To Account		Project		Amount
001-3735-824-8001	OFFICE EQUIP & FURNITURE			150,000
				150,000

Approvals	Dept	Approved By	Date Approved
Originator	37	MARIA WEDHORN	1/6/2010 3:03:15 PM
DepOffice	37	MARIA WEDHORN	1/6/2010 3:03:15 PM

Page 1

Approved MW 1-12-10
Tracy Ellis 1-13-10

Amount	Dept Transferred Into	Date	Explanation
\$6,639,865			Beginning Balance
\$6,170	TNR	10/13/09	Canceled Purchase Orders
(\$2,132)	Cons. Pct. 1	10/7/09	Accruals
\$26,483	Various Dept	9/25/09	Canceled Purchase Orders
\$1,388	TNR	10/23/09	Canceled Purchase Orders
(\$2,578,800)	TNR	10/28/09	Reimbursement Resolution for Vehicles
(\$250,000)	TNR	11/17/09	Comprehensive Plan
(\$93,003)	Sheriff	11/24/09	SWAP
(\$516,000)	Juvenile Probation	12/1/09	Family Preservation Contract
(\$16,000)	Facilities	12/22/09	Real Estate
(\$325,000)	Facilities	12/22/09	Real Estate
\$2,892,971 Current Balance			

Possible Future Expenses Against Allocated Reserve Previously Identified:

Amount	Explanation
(\$25,000)	Grant Match MHPD
(\$26,185)	Grant Match Second Chance
(\$20,000)	Hazmat
(\$28,748)	Armored Car Service
(\$25,000)	Records Storage
(\$25,000)	Postage
(\$600,189)	Election Runoff
(\$60,000)	Deaf Services Temporary Interpreters
(\$158,855)	Family Drug Treatment Grant
(\$100,000)	Court Appointed Attorney Fees
(\$300,000)	Court Appointed Attorney Fees-Capital Cases
(\$150,000)	County Court-at-Law #8 Court Appointed Atty Fees
(\$184,266)	Drug Court Grant - Special Populations
(\$12,877)	Overtime for FACTS Training/Implementation
(\$8,268)	Overtime for FACTS Training/Implementation
(\$7,300)	Miscellaneous Recurring Expenses-Operating

(\$1,731,688) Total Possible Future Expenses (Earmarks)

\$1,161,283 Remaining Allocated Reserve Balance After Possible Future Expenditures

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

Amount	Dept Transferred Into	Date	Explanation
\$454,223			Beginning Balance
(\$11,205)	Sheriff	11/24/09	SWAP
(\$2,215)	Facilities	12/22/09	Real Estate
(\$29,995)	TNR	12/22/09	Sidewalk Maintenance Program
(\$13,395)	TNR	1/8/10	Motorcycle Replacement
\$397,413 Current Reserve Balance			

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

Amount	Explanation
(\$95,500)	Failing Vehicles
(\$95,500) Total Possible Future Expenses (Earmarks)	

\$301,913 Remaining CAR Balance After Possible Future Expenditures

Emergency Reserve Status (001-9800-981-9814)

Amount	Dept Transferred Into	Date	Explanation
\$4,950,000			Beginning Balance
\$4,950,000 Current Reserve Balance			

Fuel & Utility Reserve Status (001-9800-981-9819)

Amount	Dept Transferred Into	Date	Explanation
\$1,000,000			Beginning Balance
\$1,000,000 Current Reserve Balance			

Juvenile Justice TYC (001-9800-981-9829)

Amount	Dept Transferred Into	Date	Explanation
\$250,000			Beginning Balance
\$250,000 Current Reserve Balance			

Future Grant Requirements Reserve Status (001-9800-981-9837)

Amount	Dept Transferred Into	Date	Explanation
\$500,000			Beginning Balance
\$500,000 Current Reserve Balance			

Smart Bldg. Facility Maintenance Reserve Status (001-9800-981-9838)

Amount	Dept Transferred Into	Date	Explanation
\$43,092			Beginning Balance
\$43,092 Current Reserve Balance			

Unallocated Reserve Status (001-9800-981-9898)

Amount	Dept Transferred Into	Date	Explanation
\$43,812,685			Beginning Balance
(\$2,161,824)	ITS	12/15/09	Computer Equipment
(\$50,000)	Tax	12/15/09	Reimbursement Resolution
(\$2,264,000)	Facilities	12/15/09	Reimbursement Resolution
\$39,336,861	Current Reserve Balance		

8

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

COUNTY JUDGE'S OFFICE

Please consider the following item for:

10 JAN 12 AM 10:08

01-19-10

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) Grant application to the Corporation for National and Community Services (through OneStar Foundation) to provide funds for Americorps members to support the activities of the Texas AgriLife Extension's 4-H capital program through the Health and Human Services Department.
- b) Request for Health and Human Services and Veterans Service to internally fund Comprehensive Energy Assistance Grant Program until fully executed contract is obtained from Grantor.

Approved by:

Signature of Commissioner(s) or County Judge

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

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

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

County Attorney's Office (854-9415)

- _____ Contract, Agreement, Policy & Procedure

TRAVIS COUNTY

1/19/2010

GRANT APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE

FY 2010

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 Award	County Match	In-Kind	Program Total	FTEs Notes	PBO Assessment	Auditor's	Page #	ARRA
58	AmeriCorps	8/1/2010 - 7/31/2011	\$295,290	\$164,583	\$104,598	\$564,471	R	MC		9	
<p>Permission to Continue Information</p>											
Dept	Grant Title	Grant Period	Personnel Cost	Operating Transfer/Contribution to Grant	Estimated Total	Filled FTE Notes	PBO Assessment	Auditor's	Page #	ARRA	
58	*Comprehensive Energy Assistance Program	1/1/2010 - 12/31/2010		\$430,000	\$430,000	R	C		59		

PBO Notes:

- R - PBO recommends approval.
- NR - PBO does not recommend approval
- D - PBO recommends item be discussed.

County Auditor's Complexity Assessment measuring Impact to their Office's Resources/Workload

- S - Simple
- MC - Moderately Complex
- C - Complex
- EC - Extremely Complex

* Request is not a traditional permission to continue. Budget and expenditures will remain in the department's General Fund Budget until the contract is in place and reclassifications against the grant are processed.

FY 2010 Grants Summary Report
 Outstanding Grant Applications

The following is a list of grants for which application has been submitted since October 1, 2009, and the notification of award has not yet been received.
 page in the document.

Dept	Name of Grant	Grant Term	Grant Award	County Match	In-Kind	Program Total	FTEs	Cm. Ct. Approval Date			
49	CAPCOG FY10 Solid Waste Enforcement Grant	12/15/2009 - 08/31/2010	\$8,517			\$8,517		10/6/2009			
24	Formula Grant - Indigent Defense Grants Program	10/1/2009 - 9/30/2010	\$430,945			\$430,945		10/6/2009			
14	American Recovery and Reinvestment Act (ARRA) Competitive Grant for Distributable Renewable Energy Power Generation	12/4/2009- 4/30/2011	\$2,000,000	\$360,000	\$40,000	\$2,400,000		10/27/2009			
58	RSVP	10/1/2009 - 9/30/2010	\$61,281	\$6,128		\$67,409		11/24/2009			
12	BJA Federal SAVNS - Courts Only	11/30/2009 - 3/31/2011	\$22,972			\$22,972		12/8/2009			
49	Transportation Enhancement Program	FY 2011 - FY 2014	\$3,419,066	\$854,766		\$4,273,832		12/8/2009			
37	Recovery Act - STOP Violence Against Women Act (ARRA)	4/1/2010 - 3/31/2011	\$10,080			\$10,080		12/15/2009			
37	Recovery Act - STOP Violence Against Women Act (ARRA) Amended 12/15/09 application	4/1/2010 - 3/31/2011	\$64,599			\$64,559	1	12/22/2009			
47	Emergency Management Performance Grant	10/1/2009 - 9/30/2010	\$67,200	\$67,200		\$134,400		12/29/2009			
							\$6,084,660	\$1,288,094	\$40,000	\$7,412,714	1

FY 2010 Grants Approved by Commissioners Court

The following is a list of grants that have been received by Travis County since October 1, 2009

American Recovery and Reinvestment Act (ARRA) and Large Multi-year Grants are bold and italicized. Additional details for these grants are summarized on a separate page in the document.

Dept	Name of Grant	Grant Term	Grant Award	County Match	In-Kind	Program Total	FTEs	Cm. Ct. Approval Date
14	Energy Efficiency and Conservation Block Grants - Recovery (ARRA)	10/2009 - 04/2011	\$2,207,900			\$2,207,900		10/6/2009
49	TX DoT Advanced Funding Agreement - Howard Lane @ SH130	7/28/2009	\$6,000,000	\$1,575,000		\$7,575,000		10/6/2009
58	2009 Phase 27 ARRA Emergency Food and Shelter Program	04/01/2009 - 12/31/2009	\$41,666			\$41,666		10/6/2009
19	Underage Drinking Prevention Program	10/01/2008 - 9/30/2011	\$193,750	\$35,715	\$119,504	\$348,969	3	10/6/2009
47	Emergency Management Performance Grant	10/01/08 - 9/30/09	\$67,200	\$67,200		\$134,400		10/13/2009
58	Comprehensive Energy Assistance Program (CEAP) Amendment 1	1/1/2009 - 12/31/2009	\$3,198,032			\$3,198,032		10/13/2009
58	Title IV-E Child Welfare Services	10/1/2009 - 9/30/2010	\$57,360	\$0	\$0	\$57,360	1	10/20/2009
59	Travis County STAR Flight Equipment Enhancement	10/1/2009 - 11/30/2011	\$75,000	\$0	\$0	\$75,000		10/27/2009
39	Travis County Adult Probation DWI Court	9/1/2009 - 8/31/2010	\$210,315	\$0	\$0	\$210,315	1	11/3/2009
22	Family Drug Treatment Court	9/1/2009 - 8/31/2010	\$108,350	\$0	\$0	\$108,350	1	11/3/2009
45	Drug Court/In-Home Family Services Grant	9/1/2009 - 8/31/2010	\$157,500	\$17,500				11/10/2009
45	Residential Substance Abuse Treatment Program	10/1/2009 - 9/30/2010	\$102,888	\$34,296		\$137,184	1.58	11/10/2009
37	2009 Byrne Justice Assistance Grant - Non ARRA	9/17/2009 - 9/30/2012	\$100,000			\$100,000		11/17/2009
37	2009 Byrne Justice Assistance Grant	3/1/2009 - 2/28/2013	\$495,000			\$495,000		11/17/2009

23	Texas Commission on Environmental Quality Intergovernmental Cooperative Reimbursement Agreement with Travis County	11/09 - 8/31/2012	\$590,797		\$590,797	1.75	11/17/2009
49	Onion Creek Greenway, Phase 1 - Urban Outdoor Recreation Grant	8/21/2008 - 8/20/2011	\$1,000,000	\$1,000,000	\$2,000,000		11/17/2009
58	RSVP - Texas Department of Aging and Disability Services (TDADS)	9/1/2009 - 8/31/2010	\$23,800	\$23,800	\$47,600		11/17/2009
58	Veterans' Employment and Training Service (Stand Down Grant)	10/24/2009 - 10/25/2009	\$7,000		\$7,000		11/17/2009
37	2007 Homeland Security Grant Program - LETPP	10/12/2007 - 2/28/2010	\$106,905		\$106,905		11/24/2009
49	Flood Mitigation Assistance - Planning Grant	8/28/2009 - 8/31/2011	\$30,000	\$10,000	\$40,000		12/1/2009
37	State Criminal Alien Assistance Program - SCAAP 09	7/1/2007 - 6/30/2008	\$988,279		\$988,279		12/15/2009
37	Human Trafficking Law Enforcement Task Force	12/1/2009 - 9/30/2010	\$20,000		\$20,000		12/15/2009
23	Project Safe Neighborhoods	12/1/2009 - 12/31/2010	\$29,410		\$29,410	1	1/5/2010

\$15,811,152	\$2,763,511	\$119,504	\$18,519,167	10.33
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FY 2010 Grants Summary Report

Permission to Continue

Dept	Name of Grant	Personnel Cost	Operating Transfer	Estimated Total	Filled FTEs	Cm. Ct. Approval Date for Continuation	Cm. Ct. Contract Approval Date	Has the General Fund been Reimbursed?
22	Drug Court (State) Program	\$5,084	\$5,084	\$10,168	1	8/18/2009	11/3/2009	Yes
45	Residential Substance Abuse Treatment	\$8,994	\$8,994	\$17,988	1	9/22/2009	11/10/2009	Yes
22	Drug Court (State) Program	\$5,084	\$5,084	\$10,168	1	10/6/2009	11/3/2009	Yes
58	Casey Family Programs Community and Family Reintegration Project	\$9,726	\$9,726	\$19,452	1	12/22/2009	1/1/2010 - 12/31/2010	Pending
Totals		\$28,888	\$28,888	\$57,776	4			

TRAVIS COUNTY FY 09 - FY 14 PLANNING TOOL FOR AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) AND LARGE MULTI-YEAR GRANT CONTRACTS

The potential impact in future years to the County is shown for planning purposes only. County funding determinations will be made annually by the Commissioners Court based on the availability funding and progress of the program. ARRA Grants are highlighted in bold.

Future year amounts are estimated if not known and impact amounts may be reduced if additional Non-County funding is identified. Amounts shown in a particular year may not represent the actual grant term allocation since terms may overlap the County's Fiscal Year.

Grant Contracts approved by Commissioners Court

Dept	Grant Title	FY 09		FY 10		FY 11		FY 12		FY 13		FY 14	
		Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact
Criminal Justice Planning	Travis County Mental Public Defenders Office. To establish the nation's first stand alone Mental Health Public Defenders Office. Full impact in FY 12 when grant is no longer available.	\$ 375,000	\$ 250,000	\$ 250,000	\$ 375,000	\$ 125,000	\$ 500,000	\$ -	\$ 625,000	\$ -	\$ 625,000	\$ -	\$ 625,000
Criminal Justice Planning	Office of Parental Representation. County impact is intended to be offset by reductions to Civil Indigent Attorney Fees. Full impact in FY 12 when grant is no longer available. Impact amounts will be updated to take into account internal reallocations and potential savings.	\$ 300,000	\$ 307,743	\$ 100,000	\$ 102,360	\$ 50,000	\$ 152,360	\$ -	\$ 152,360	\$ -	\$ 152,360	\$ -	\$ 152,360
Criminal Justice Planning	Office of Child Representation. County impact is intended to be offset by reductions to Civil Indigent Attorney Fees. FY 11 is last year of grant. Impact amounts will be updated to take into account internal reallocations and potential savings.	\$ 300,000	\$ 301,812	\$ 100,000	\$ 102,358	\$ 50,000	\$ 152,359	\$ -	\$ 152,359	\$ -	\$ 152,359	\$ -	\$ 152,359
Facilities Management	Energy Efficiency and Conservation Block Grant (ARRA). For Retrofit of the Travis County Executive Office Building HVAC System. One-time grant and includes a \$1.2 million County contribution in FY 10 to complete project.	\$ -	\$ -	\$ 2,207,900	\$ 1,292,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Travis County Sheriff's Office	2009 Byrne Justice Assistance Grant (ARRA). One-time grant for one-time capital purchases. Does not require a County match or program to continue after grant term ends on 9/30/12.	\$ -	\$ -	\$ 123,750	\$ -	\$ 165,000	\$ -	\$ 165,000	\$ -	\$ -	\$ -	\$ -	\$ -
Community Supervision and Corrections	Recovery Act Combating Criminal Narcotics Activity Stemming from the Southern Border of the US: Enhancing Southern Border Jails, Community Corrections and Detention Operations. (ARRA) Grant will supplement department's state funding to help keep all current probation officer positions. This two year funding goes to the State and there is no County obligation or impact. Full amount of grant is believed to be spent by FY 11.	\$ -	\$ -	\$ 143,750	\$ -	\$ 143,750	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
District Attorney	Interlocal Agreement for the Austin/Travis County Family Violence Protection Team. Includes funding for the District Attorney's Office, County Attorney's Office, Travis County Sheriff's Office, and Constable Pct 5. Grant is coordinated by the City of Austin. It is possible that the responsibility to apply for the Grant may fall to the County for FY 11 and beyond.	\$ 342,793	\$ -	\$ 342,793	\$ -	\$ 342,793	\$ -	\$ 342,793	\$ -	\$ 342,793	\$ -	\$ 342,793	\$ -
Transportation and Natural Resources	Local Transportation Project - Advanced Funding Agreement (ARRA). ARRA funding to upgrade 4 roads by milling and overlaying roadway. Grant is a one-time grant with the potential for estimated \$13,741 contribution from the Road and Bridge Fund.	\$ -	\$ -	\$ 687,047	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Health and Human Services	2009 Phase 27 ARRA Emergency Food and Shelter Program. The grant is a one-year one-time grant for emergency utility assistance that does not require a County match or program to continue after termination.	\$ 41,666	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Health and Human Services	Americorps. Grant match is handled internally within the existing budget of the Texas AgriLife Extension Service. Assumes grant will continue each year.	\$ 288,139	\$ -	\$ 298,297	\$ -	\$ 298,297	\$ -	\$ 298,297	\$ -	\$ 298,297	\$ -	\$ 281,297	\$ -
Health and Human Services	Parenting in Recovery. FY 09 is Year Two of a Potential Five Year Grant. The full impact will occur in FY 13 when grant funding is no longer available.	\$ 500,000	\$ 77,726	\$ 500,000	\$ 80,000	\$ 500,000	\$ 80,000	\$ 500,000	\$ 80,000	\$ -	\$ 580,000	\$ -	\$ 580,000
Health and Human Services	Community Development Block Grant ARRA (CDBG-R) Funds to be used for approx 39 water connections for Plainview Estates.	\$ 90,000	\$ -	\$ 136,300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Health and Human Services	Community Development Block Grant (CDBG). Impact amounts are based on the amounts added for staff added in HHS and County Auditor's Office to support the grant. The Auditor's staff person also supports other large federal grants, but is only listed here for simplification. Actual amounts may vary by year. Assumes grant will continue each year.	\$ 833,133	\$ 223,908	\$ 866,380	\$ 223,908	\$ 866,380	\$ 223,908	\$ 866,380	\$ 223,908	\$ 866,380	\$ 223,908	\$ 866,390	\$ 223,908
Totals		\$ 3,070,731	\$ 1,161,189	\$ 5,756,217	\$ 2,175,626	\$ 2,541,220	\$ 1,108,627	\$ 2,172,470	\$ 1,233,627	\$ 1,507,470	\$ 1,733,627	\$ 1,490,480	\$ 1,733,627

County Impact includes the grant match amount that is not internally funded or costs that required a budget increase and the amount that may be required by the County upon termination of the grant. This amount does not include all costs related to the administration of the grant that are incurred by the County. Existing grants with approved contracts for the current year with pending applications for the following year are shown only on the contracts sheet to avoid duplication.

SUMMARY OF APPROVED CONTRACTS AND APPLICATIONS

Combined Totals (Approved Applications Pending Notification + Approved Contracts)	FY 09		FY 10		FY 11		FY 12		FY 13		FY 14	
	Grant Amount	Add. County Impact	Grant Amount	Add. County Impact	Grant Amount	Add. County Impact	Grant Amount	Add. County Impact	Grant Amount	Add. County Impact	Grant Amount	Add. County Impact
Approved Applications Pending Notification (Potential Impact)	\$ -	\$ -	\$ 5,663,322	\$ 360,000	\$ 2,649,737	\$ 101,432	\$ 330,116	\$ 176,432	\$ 246,907	\$ 223,880	\$ -	\$ 506,752
Approved Contracts	\$ 3,070,731	\$ 1,161,189	\$ 5,756,217	\$ 2,175,626	\$ 2,541,220	\$ 1,108,627	\$ 2,172,470	\$ 1,233,627	\$ 1,507,470	\$ 1,733,627	\$ 1,490,480	\$ 1,733,627
Combined Totals	\$ 3,070,731	\$ 1,161,189	\$ 11,419,539	\$ 2,535,626	\$ 5,190,957	\$ 1,210,059	\$ 2,502,586	\$ 1,410,059	\$ 1,754,377	\$ 1,957,507	\$ 1,490,480	\$ 2,240,379

TRAVIS COUNTY FY 09 - FY 14 PLANNING TOOL FOR AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) AND LARGE MULTI-YEAR GRANT APPLICATIONS

The potential impact in future years to the County is shown for planning purposes only. County funding determinations will be made annually by the Commissioners Court based on the availability funding and progress of the program. ARRA Grants are highlighted in bold.

Future year amounts are estimated if not known and impact amounts may be reduced if additional Non-County funding is identified. Amounts shown in a particular year may not represent the actual grant term allocation since terms may overlap the County's Fiscal Year.

Outstanding Grant Applications

Dept	Grant Title	FY 09		FY 10		FY 11		FY 12		FY 13		FY 14	
		Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact
Criminal Justice Planning	Travis County Information Management Strategy for Criminal Justice (ARRA). <i>Includes technology funding for (Constables, Records Management, Adult Probation, Juvenile Probation, Court Administration and Manor Police Department).</i>	\$ -	\$ -	\$ 877,234	\$ -	\$ -	\$ 26,432	\$ -	\$ 26,432	\$ -	\$ 26,432	\$ -	\$ 26,432
Criminal Justice Planning	National Initiatives: Adjudication Program (ARRA) <i>This grant is for 18 months of funding for an attorney and caseworker in the Mental Health Public Defender's Office. Travis County would be expected to continue this program after grant funding has ended.</i>	\$ -	\$ -	\$ 150,000	\$ -	\$ 75,000	\$ 75,000	\$ -	\$ 150,000	\$ -	\$ 150,000	\$ -	\$ 150,000
Health and Human Services	ARRA Texas Weatherization Assistance Program. Provide weatherization services to low income households	\$ -	\$ -	\$ 2,249,447	TBD	\$ 2,249,447	TBD	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Travis County Sheriff's Office/County Attorney's Office	Recovery Act - STOP Violence Against Women Act. <i>One-time ARRA funding for lap tops for TCSO and one-time funding for a Victim Counselor, lap top computer, and operating expenses for the County Attorney's Office. Grant ends March 2011, but for simplification purposes the award is shown fully in 2010. No County match or commitment after grant ends.</i>	\$ -	\$ -	\$ 64,599	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Juvenile Probation	Juvenile Treatment Drug Court Enhancement Grant from OJJDP. <i>Includes 2 Grant FTE and may require a \$82,865 County contribution in FY 13 and the full impact of \$130,350 in FY 14. Dept has stated they would seek alternative funding sources and would only request General Fund dollars if other funding was unavailable.</i>	\$ -	\$ -	\$ 122,222	\$ -	\$ 125,470	\$ -	\$ 130,350	\$ -	\$ 46,937	\$ 47,448	\$ -	\$ 130,350
Juvenile Probation	Juvenile Treatment Drug Court Enhancement Grant from CSAT. <i>Application must be submitted each year. Resources for treatment services and staff training. Full impact potential in FY 14. Dept has stated they would seek alternative funding sources and would only request General Fund dollars if other funding was unavailable.</i>	\$ -	\$ -	\$ 199,820	\$ -	\$ 199,820	\$ -	\$ 199,766	\$ -	\$ 199,970	\$ -	\$ -	\$ 199,970
Facilities Management	American Recovery and Reinvestment Act (ARRA) Competitive Grant for Distributable Renewable Energy Power Generation. <i>Grant is for one-time capital purchases to install solar panels at the Expo Center. Grant ends in 2011, but amounts shown assume full expenditures in FY 10. Expenditures for FY 11 will be updated based on progress of the program.</i>	\$ -	\$ -	\$ 2,000,000	\$ 360,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Totals		\$0	\$0	\$5,663,322	\$360,000	\$2,649,737	\$101,432	\$330,116	\$176,432	\$246,907	\$223,880	\$0	\$506,752

GRANT SUMMARY SHEET

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

Department/Division:	Travis County Health and Human Services and Veterans Service
Contact Person/Title:	John C. Bradshaw/ Contract Specialist
Phone Number:	854-4277

Grant Title:	AmeriCorps		
Grant Period:	From: 8/1/2010	To: 7/31/2011	
Grantor:	Corporation for National and Community Service (through the OneStar Foundation)		
American Recovery and Reinvestment Act (ARRA) Grant	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	

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

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	County Match	In-Kind	TOTAL
Personnel:	293,298			158,735	68,916	520,949
Operating:	1,992			5,848	35,682	43,522
Capital Equipment:						0
Indirect Costs:						0
Total:	\$295,290*	\$0	\$0	\$164,583	\$104,598	\$564,471
FTEs:						

*This is the amount of grant funds going to Travis County. The OneStar Foundation receives an administrative fee of \$3,100. Therefore, the actual amount on the grant application is \$298,390.

Department	Review	Staff Initials	Comments
County Auditor	<input checked="" type="checkbox"/>	EH	
County Attorney	<input checked="" type="checkbox"/>	MG	

Performance Measures Applicable Department Measures**	Projected FY 11 Measure	Progress To Date:				Projected FY 12 Measure
		12/31/10	3/31/11	6/31/11	9/30/11	
Educational Program Participants	77,000					77,000
Measures For Grant***						
AmeriCorps members successfully completing national service training	32					32

	<p>The training gives AmeriCorps members knowledge about national service and their job duties that allows them to competently perform their service activities. The training develops an ethic of service among the members. All members must complete the training in order to serve in the program. (Members who complete the training and their term of service answer a written survey about their experience and the likelihood of them using the skills they have learned in the future. The outcome measure is at least 75% of survey respondents state that they will use the skills they have developed in future education, service, or employment opportunities.)</p>					
AmeriCorps member service hours	34,800					34,800
	<p>This measure shows the number of service hours the AmeriCorps members are providing to the community.</p>					
Students enrolled in after-school programs for a minimum of one year	1,500					1,500
	<p>At least 300 students will score as well or better than their peers in the science section of a standardized assessment tool. (AISD provides the assessment scores.)</p>					
Percentage of AmeriCorps members who complete training and their terms of service and report gaining skills that they will use in the future	75%					75%
	<p>One of the goals of the AmeriCorps program is to provide members with skills they can use after they leave.</p>					
Percentage of students enrolled in the after-school program for a minimum of one year who score as well or better than their peers in the science section of a standardized assessment tool	20%					20%
	<p>AmeriCorps members are used to augment staff in a science-based after-school program with the goal of increasing students' knowledge of the subject as reflected in test scores.</p>					

** This measure is reported annually.

*** These measures are reported every six months.

PBO Recommendation:

HHS is requesting Commissioners Court approval of a grant application for the Americorps grant program for the period of August 1, 2010 to July 31, 2011. The grant will provide \$295,290 in grant funds for Americorps members to support the activities of the department's Texas AgriLife Extension's 4-H capital program. The grant does require a grant match, which is met through the allocation of staff and resources already budgeted within HHS &VS.

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?

Travis County 4H CAPITAL uses the AmeriCorps members to expand its after-school programs.

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

There are no county funding requirements once the grant ends. There is a cash and in-kind match required while the grant is in progress.

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

The grant requires a cash and in-kind match totaling \$269,181. These matches will come from 4H CAPITAL, the Texas AgriLife Extension Service, and TCHHSVS. The grant is revenue neutral. It will not increase the General Fund budget.

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

The grant allows for a 4% indirect cost allocation for the county and 1% (\$3,100) for the OneStar Foundation. The county is not claiming its 4% allocation because this would raise the cost per FTE from its current \$14,831 to \$15,449 and make it uncompetitive. The OneStar Foundation must maintain an average cost per FTE of \$12,600 across all AmeriCorps programs in the state.

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.

Travis County 4H CAPITAL will continue to offer after-school programs once the grant ends but not at as many locations.

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

NA

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

The grant allows 4H CAPITAL to increase the number of sites where it offers after-school programs without increasing General Fund expenditures. This increases the departmental performance measure for educational program participants.



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

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

DATE: January 5, 2010
TO: Members of the Commissioners Court
FROM: *Sherri E. Fleming*
Sherri E. Fleming, Executive Manager
Travis County Health and Human Services and Veterans Service
SUBJECT: AmeriCorps grant application

Proposed Motion:

Consider and take appropriate action to approve a grant application to fund the Travis County CAPITAL AmeriCorps Project in FY'11.

Summary and Staff Recommendations:

The grant will fund 12 full-time, 12 part-time and 8 quarter-time AmeriCorps members who will provide after-school enrichment programs each week during the school year at 24 schools as well as help staff summer camps. The programs focus on science and technology, environmental education, outdoor education, and life skills. Four current Travis County staff will provide program coordination and support for the day-to-day activities of the AmeriCorps members.

TCHHSVS staff recommends approving this application. There is no paper application to sign. It will be submitted electronically after court approval.

Budgetary and Fiscal Impact:

The \$298,390 grant requires a combination of cash and in-kind matches totaling \$269,181. These matches will come from 4-H CAPITAL, the Texas AgriLife Extension Service, and TCHHSVS. The grant is revenue neutral. It will not increase the General Fund budget. The FY'11 grant will run from 8/1/10 – 7/31/11.

Issues and Opportunities:

Studies show that students who participate in after-school programs have fewer behavior problems, handle conflict better, show improved social skills and enhanced academic performance. AmeriCorps members provide much needed staff to increase the number of after-school programs in Travis County as well as enhance existing programs. Travis County 4-H CAPITAL programs differ from more traditional programs by offering hands-on activities that reinforce key concepts in the curriculum.

The Travis County CAPITAL AmeriCorps Project has been in existence since 2003. It has served more than 8,000 youth to date.

Background:

Travis County 4-H CAPITAL is a non-profit organization affiliated with the Texas AgriLife Extension Service. The Extension Service provides a variety of educational programs for county youth and adults.

Cc: Robert Richter, Director, Texas AgriLife Extension Service
Susan A. Spataro, CPA, CMA, Travis County Auditor
Jose Palacios, Chief Assistant County Auditor
Ellen Heath, Financial Analyst, Travis County Auditor's Office
Mary Etta Gerhardt, Assistant County Attorney
Rodney Rhoades, Executive Manager, Planning and Budget Office
Travis Gatlin, Analyst, Planning and Budget Office
Cyd Grimes, C.P.M., Travis County Purchasing Agent
Rebecca Gardner, Assistant Purchasing Agent, Travis County Purchasing Office

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PART I - FACE SHEET

APPLICATION FOR FEDERAL ASSISTANCE		1. TYPE OF SUBMISSION: Application <input checked="" type="checkbox"/> Non-Construction	
Modified Standard Form 424 (Rev.02/07 to conform to the Corporation's eGrants System)		STATE APPLICATION IDENTIFIER:	
2a. DATE SUBMITTED TO CORPORATION FOR NATIONAL AND COMMUNITY SERVICE (CNCS):	3. DATE RECEIVED BY STATE:	FEDERAL IDENTIFIER:	
2b. APPLICATION ID: 10AC110585	4. DATE RECEIVED BY FEDERAL AGENCY:		
5. APPLICATION INFORMATION			
LEGAL NAME: Travis County DUNS NUMBER: 030908842		NAME AND CONTACT INFORMATION FOR PROJECT DIRECTOR OR OTHER PERSON TO BE CONTACTED ON MATTERS INVOLVING THIS APPLICATION (give area codes): NAME: Robert Richter TELEPHONE NUMBER: (512) 854-9600,9602 FAX NUMBER: (512) 854-9611 INTERNET E-MAIL ADDRESS: rrichter@ag.tamu.edu	
ADDRESS (give street address, city, state, zip code and county): PO Box 1748 Austin TX 78767 - 1748 County: Travis		7. TYPE OF APPLICANT: 7a. Local Government - County 7b. Local Government, Municipal	
6. EMPLOYER IDENTIFICATION NUMBER (EIN): 746000192		9. NAME OF FEDERAL AGENCY: Corporation for National and Community Service	
8. TYPE OF APPLICATION (Check appropriate box). <input checked="" type="checkbox"/> NEW <input type="checkbox"/> NEW/PREVIOUS GRANTEE <input type="checkbox"/> CONTINUATION <input type="checkbox"/> AMENDMENT If Amendment, enter appropriate letter(s) in box(es): <input type="text"/> <input type="text"/> A. AUGMENTATION B. BUDGET REVISION C. NO COST EXTENSION D. OTHER (specify below):		11.a. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT: Travis County CAPITAL AmeriCorps Project 11.b. CNCS PROGRAM INITIATIVE (IF ANY):	
10a. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER:94.006 10b. TITLE: AmeriCorps State		14. CONGRESSIONAL DISTRICT OF: a.Applicant <input type="text" value="TX 021"/> b.Program <input type="text" value="TX 025"/>	
12. AREAS AFFECTED BY PROJECT (List Cities, Counties, States, etc): Travis County		16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS? <input type="checkbox"/> YES. THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON: DATE: <input checked="" type="checkbox"/> NO. PROGRAM IS NOT COVERED BY E.O. 12372	
13. PROPOSED PROJECT: START DATE: 8/1/10 END DATE: 7/31/11		17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT? <input type="checkbox"/> YES if "Yes," attach an explanation. <input checked="" type="checkbox"/> NO	
15. ESTIMATED FUNDING: Year #: <input type="text" value="1"/>			
a. FEDERAL	\$ 298,390.00		
b. APPLICANT	\$ 269,181.00		
c. STATE	\$ 0.00		
d. LOCAL	\$ 0.00		
e. OTHER	\$ 0.00		
f. PROGRAM INCOME	\$ 0.00		
g. TOTAL	\$ 567,571.00		
18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.			
a. TYPED NAME OF AUTHORIZED REPRESENTATIVE: Samuel T. Biscoe		b. TITLE: Travis County Judge	c. TELEPHONE NUMBER: (512)854-9555
d. SIGNATURE OF AUTHORIZED REPRESENTATIVE: BY:		e. DATE SIGNED:	

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Rationale and Approach

Compelling Community Needs

In the early 1990s, Travis County Extension staff identified that children from lower socio-economic communities, primarily in eastern parts of the county were underserved by Extension programs and educational opportunities in general. The "Children And Parents Involved in Technology And Literacy" program, known as 4-H CAPITAL, was developed in 1992 to provide educational outreach to this underserved group of children. 4-H CAPITAL has grown over the past 18 years increasing in size and scope as the community and important stakeholders, like Austin Independent School District, recognized the efficacy of adding after school programming to increase student's academic achievement while also increasing civic awareness. Because the identified needs were greater than what the existing model could deliver, Travis County CAPITAL AmeriCorps Project (TCCAP) grew as a logical extension for meeting these needs. Statistics from the Texas Education Agency's "Academic Excellence Indicator System" for the 2007-2008 school year reinforce TCCAP efforts over the last six years as an AmeriCorps Texas grantee towards providing needed after school programming in order to boost academic excellence and foster greater civic engagement. These statistics show that 74% of all Texas 5th graders passed the TAKS Science section on standardized testing. Whereas, in Austin Independent School District, 68% of 5th graders passed the TAKS Science section during the 2007-2008 school year. Additionally, in this same school year on twenty-four eastside Austin Independent School District elementary school campuses identified as "Economically Disadvantaged" or "Limited English Proficiency (LEP)," the passing rate for 5th graders was as low as 43%. In the 2008 Central Texas Education Profile, (developed by the E3 Alliance, a local coalition of educational leaders and groups united in addressing educational challenges), academic gaps were identified in 5th grade achievement among different racial and ethnic groups in Austin and several other central Texas school districts.

Using data acquired from the TEA's AEIS reports, E3 Alliance found that African American and

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Hispanic students continue trailing behind their Anglo American counterparts in all TAKS tests, as indicated by lower reading, science, and math passing rates. This data parallels a study by Dennis D. Harner & Associates "Demographic Analysis and Enrollment Projections" initiated by Austin Independent School District and finalized in 2009. Briefly, the "Demographic Analysis" illustrates continued growth trends in the Austin Independent School District whereby greater populations of Hispanic, and to a lesser extent African Americans, are supplanting Anglo Americans attending Austin Independent School District campuses. The analysis illustrates that "Economically Disadvantaged" and "Limited English Proficiency" enrollments have risen and are likely to continue rising. These populations are concentrated along the southern to northeastern corridor following on each side of Interstate 35 where the previously mentioned lower TAKS Science scores exist. Austin Independent School District's current ethnic make-up is as follows: 11.8% African American, 58.8% Hispanic, 25.8% Anglo American, and 3.6% Asian & American Indian combined. In the aforementioned 24 elementary school campuses, the collective populations are 82% Hispanic and 14% African American, +3% Anglo American, and less than 1% Asian American.

For Primary and Secondary schools, "Economically Disadvantaged" describes students with family incomes below the poverty line; students of families requiring Temporary Assistance or any other public assistance, or students eligible for benefits under the Food Stamp Act of 1977. Slightly more than 95% of the students attending these identified 24 campuses are "Economically Disadvantaged" therefore receiving free or reduced priced lunches. Historically, economically disadvantaged students are at high risk for low academic achievement. Additionally, the majority of the students to be served at the targeted schools are classified as "at-risk" by TEA, meaning that students, at one point or another, have experienced one or more "at risk" variables denoted in Texas' education code. These variables may include, but are not limited to, poor performance on a school readiness test, behavioral problems, or involvement with the criminal justice system. When these variables are present, they put a student at-

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risk of dropping out of school.

"Limited English Proficiency (LEP)" is another factor which classifies a student as at risk. The Texas Educational code defines a student of Limited English Proficiency status as one whose primary language is not English and whose English language skills are such that the student has difficulty performing ordinary class work in English. Whereas, the Austin Independent School District's "Limited English Proficiency" rate is 27.8%, more than 57% of the students in the 24 identified schools are designated as LEP. A low language proficiency in the language of instruction presents challenges for the LEP student. However, using hands-on, experiential learning LEP students have opportunities to engage in meaningful academic experiences without having to have a high language proficiency. The experiential learning model distinguishes [4-H] youth development education from many formal education methods. Activities are designed so young people learn by doing first, then reflecting on what they did, and thinking about how they can apply it to other situations. Hands-on experiential learning transcends language barriers while encouraging participants towards the acquisition of better language skills.

Using data supported by the "Demographic Analysis and Enrollment Projections for AISD" and data reported in La Voz de Austin, (Established in 1990, La Voz Newspaper Network is a chain of bilingual publications now operating in Texas under the auspices of the Mexican American Center for Community and Economic Development.), October 2009 we learn in 1996, 6444 children entered kindergarten in Austin Independent School District. Those children were the graduating class of 2008. Only sixty-one (61) percent of that original number graduated. Thirty-nine (39) percent never finished school in AISD, and only seventeen point eight (17.8) percent continued on to post-secondary education. One of those post-secondary bound students was Anjelica who attended Brooke elementary and Martin Middle School. She participated on both campuses in various 4-H CAPITAL programs from Animal Science to helping create "My Things" bags for children living in shelters. She was not unlike Omalikka who

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graduated a year earlier who participated in 4-H CAPITAL programs for many years and is now serving in Iraq. Their experiences mirror Daniel's who is an 8th grader at Garcia Middle School. Daniel spent his fourth and fifth grade years at Blanton Elementary participating in the 4-H CAPITAL Animal Science program before entering middle school. Daniel looked for, and participated in Animal Science as a sixth grader at Garcia Middle School achieving a Blue Ribbon First Place in the annual Travis County Livestock Show. Through repeated after school hands-on experiential learning programs these young persons are examples of students who were better prepared through continued exposure to after school programming for post-secondary education or any other life path.

The best practice for drop out prevention in primary school is providing earlier programming strategies mirroring the efforts employed for secondary school dropout prevention. Texas Education Agency "Best Practices in Dropout Prevention Study" found that "School-Community Collaboration", "Safe Learning Environments", "Family Engagement, Mentoring & Tutoring", "Alternative Schooling", "Active Learning", and "Career & Technology Education" working in combinations are the most effective strategies in reducing dropout rates. TCCAP began as a limited project, through 4-H CAPITAL, and grew including more than 24 schools a decade later. Children identified as "Economically Disadvantaged", and with "Limited English Proficiency", are part of a rising minority enrollment in AISD, where forty (40) percent never graduate and less than twenty (20) pursue post-secondary education. If all available resources were used exclusively on students faced with dropping out only in late secondary education it would be too late. The compelling need for more and earlier programs encouraging educational pursuits is evident. TCCAP launched in 2003 in an effort to meet these challenges by expanding on 4-H CAPITAL's use of nationally recognized curriculum developed by the land grant university system for project based learning in primary and secondary school environments.

Description of Activities and Member Roles

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The primary responsibility of TCCAP members is providing hands-on project based learning for after school programming in targeted low academic achievement schools in Austin Independent School District. Additionally, members offer programming in after school environments like City of Austin Housing Authority (HACA) sites. Partner agencies such as River City Youth and Heart House provide further opportunities for our members to interact with youth from the targeted population.

Before after school programming begins the members are broken up into "special purpose" workgroups led by permanent Travis County Extension Office employees, Extension agents, and the AmeriCorps Coordinators. These groups have formalized titles: 1) Curriculum Development & Literacy; 2) Volunteer & Resource Development, Outreach Events & Parent Involvement; 3) Urban Animal Science, Agriculture & Wildlife Enrichment; 4) Junior Master Gardener/ Horticulture programming; and, 5) Web Development. The full-time members are expected to take leadership roles in one of these categories, followed by half-time members participating and followed by quarter-time participation in these areas.

Curriculum Development and Literacy has its foundation in curriculum developed through 4-H offices across the nation. This "Learn by Doing" curriculum has been recognized by many educators as a critical missing element not available in today's regular classroom environment, providing practical application textbooks do not offer. Every curriculum discipline, whether it is related to Science, Technology, Engineering, or Mathematics has been rigorously vetted aligning with corresponding assessment and knowledge skills particular to the state where it was developed. Members working in this role are tasked to review curriculum and bring it into alignment with Texas Assessment of Knowledge and Skills (TAKS) guidelines, update curriculum where necessary, translate those parts needed into Spanish language, provide demonstrations/training to other members, and maintain the digital library used by our teaching staff.

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Volunteer & Resource Development, Outreach Events & Parent Involvement members provide critical links to sister AmeriCorps Groups, partner service agencies, schools, and many other organizations providing services to the community at large and our service constituency in particular. Members working in this group primarily discover and coordinate outreach events, while maintaining a monthly working calendar for all members providing periodic announcements and updates on scheduled and upcoming opportunities for direct community engagement by our members. For example, in 2007 our members were engaged in a 7 hour event over Martin Luther King Day involving the City of Austin's Watershed Protection Department and Solid Waste Services, Keep Austin Beautiful, East Austin Environmental Alliance, Travis County, residential neighbors, and local private businesses in removing two tons of garbage from a Boggy Creek feeder stream.

Working in the Urban Animal Science, Agricultural & Wildlife team requires time and attention to details in the care and maintenance of live animals located on 10 campuses. The Animal Science group emphasizes leadership, responsibility, and showmanship skills among the participating youth. The curricula reinforce environmental and agricultural science concepts these youth need for academic success at school, while practical experiences teach patience, integrity, respect for others, teamwork and support development of healthy self esteem. The members working with this program must be available for all live stock shows and many weekends supporting the care and maintenance of the animals while encouraging youth and parent participation. The Urban Animal Science program also promotes in-school enrichment programs such as "Egg to Chick" and the Mobile Dairy Classroom.

The Junior Master Gardener / Horticultural Programming group plans a fifteen (15) week Junior Master Gardener Program providing juvenile certification as "Junior Master Gardeners" through instruction offered by our members. The members help gather and maintain the library and activities of Junior Master Gardener program. JMG work in partnership with the "Green Class Room" training volunteers

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and maintaining this facility warehoused at Becker Elementary. These members are also engaged in creating and maintaining working gardens at many of our after school sites, they are also planning annual "Get Growing & Keep Going" Spring Conferences, and manage children activity booths during the Spring East Austin Gardening Fair.

Web development group tasks involve maintenance and the ability to update and upgrade, when needed, the TCCAP web site. The web site is an important tool as it is a repository for our members actively engaging in updating our after school programs in our WIKI where ideas and ways of teaching the various after school programs exist. A WIKI is "a collaborative website whose content can be edited by anyone who has access to it." The WIKI provides a living working environment where the members share information, consolidate teaching points, and leave a legacy of details for future member/staff development and after school curriculum. The importance of this web site with our WIKI cannot be understated, in the very real possibility of having another urban Extension office undertaking an AmeriCorps grant like our own, this website and WIKI could be shared creating a faster development cycle for any new program. Additionally the WIKI allows us to train new staff and teachers quickly, and enhances the program's sustainability.

The TCCAP program includes twelve (12) full time, twelve (12) half time, and eight (8) quarter-time members. The full time members, whose hours are 9:00a.m. - 6:00 p.m. Monday -- Friday, are the foundation for the work group activities, with direction from Travis County employees, Extension agents, and the AmeriCorps Coordinators. Half time members work from 1:00p.m. -- 6:00 p.m. align themselves with the various work groups as well, but their primary focus is preparing and teaching after school programming. Quarter time members, (work from 1:00 p.m. -- 6:00 p.m. twice a week and attend all trainings and meetings), were added providing some flexibility for individuals interested in AmeriCorps who may not be able to meet full or half time service requirements. Quarter time members

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are paired with full time members acting as assistance in large classes where the need for more hands has developed as these after school programs have grown. The "Demographic Analysis" by Harner & Associates supports this growth factor arising in our service communities. The extra hands provide an opportunity providing quality program presentations on those campuses where we have experienced the highest growth. Because of our growing relationship with East Side Memorial High School our goal is to incorporate seniors interested in our program to join our team as quarter time members. Additional opportunities towards developing quarter time members have presented themselves through conversations with College Forward, another Austin area AmeriCorps Program, whereby we could possibly recruit some of their high school students interested in working and learning about civic engagement and assisting with Elementary after school programs and working through Travis County Health & Human Services "Neighborhood Conference Committee" that recruits high school and older individuals interested in civic engagement.

Part of having a qualified corps is paying attention to recruiting a diverse group. Travis County and 4-H appreciate cultural diversity and understand its importance in service delivery. Staff also recognizes that students need mentors who they can closely relate to, and in many instances, this can mean the same ethnic, cultural or linguistic background. TCCAP staff will make an effort to recruit community members interested in civic engagement and national service at local fairs, community centers and other community events. The addition of quarter-time positions has allowed for diversifying the cohort to be inclusive and representative of the communities served. A consequence of our training and the delivery of programming is that we have several campuses where AmeriCorps alumni are now full time teachers, parent support specialists, or working in some capacity still integrating robust, hands- on science based after school programming.

Prohibited service activities training is a component of the Pre-Service orientation conducted for all

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members. Prohibited service activities are listed in the comprehensive member handbook and explicitly reviewed thoroughly with the members the first day of training before contracts are signed. The Project Coordinators discuss community requests or ideas for outreach programs and regularly review member plans for outreach and community involvement to assure monitoring and compliance against prohibited service activities.

Measurable Outputs and Outcomes

TCCAP outputs and outcomes are aligned to its service activities that target students and measure the impact of those activities. Academic service will be tracked in 2 categories: Student Participation and Community Outreach. Student participation will be in attendance rates for after school programs and any supplemental outreach events led by members. They will be described in percentages of students measured by attendance logs and student pre- and post-questionnaires. Community outputs will include attendance rates at various community related events. Another outcome is to be described by members' anecdotal or observation records providing information about student participation and interaction.

Plan for Self Assessment and Improvement

Combined with weekly meetings and assessments feedback from members and stakeholders is taken very seriously. Texas AgriLife Extension Service provides access to web-based surveys, known as Instant Surveys. AmeriCorps Coordinators create surveys based upon member commentaries and outputs obtaining feedback on various programmatic components. Members respond to these surveys anonymously, allowing them to respond confidently and honestly. Results of these surveys are reviewed in Coordinating meetings. Members are evaluated in the field at work sites. Additionally, partner stakeholders provide valuable information about our service delivery. This feedback is shared among coordinators and department managers. Furthermore, TCCAP uses current assessment tools developed by Youth Program Quality Assessment (YPQA) and is also involved within the Youth Services Mapping

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(YSM) initiative encompassing all stakeholders working on these same problems in central Texas.

Community Involvement and Consultation

TCCAP grew out of identified concerns with community needs, specifically student's low achievement in underserved areas. Analysis of the targeted area's student demographics verifies chronic social and economic conditions exacerbating poor student performance. Before the addition of the AmeriCorps grant, 4-H CAPITAL was a successful after school program provider. From the inception of 4-H CAPITAL through TCCAP we have been recognized by and participated in local groups such as Central Texas Afterschool Network (CTAN) and Austin's Community and Family Education Consortium. Through these partnerships, and among others, TCCAP has also managed to involve key community partners in identifying programmatic needs. Some of the key agencies involved and active in these efforts include Austin Independent School District, Austin Community College, Montopolis Business Leaders Association, Texas Space Grant Consortium, Austin Energy, Austin Area Rocketry Association, the Lower Colorado River Authority, Texas Parks and Wildlife, Austin Area Boys & Girls Clubs, and many others.

Relationship to other National and Community Service Programs

Because several of Austin's grantees focus on academic achievement, there is programmatic collaboration across Travis County. Austin Area AmeriCorps programs create opportunities to work together on specific issues and to support community projects, days of service, or promoting civic engagement. An ongoing successful collaboration is the All Austin AmeriCorps Awareness Day, which is a collective effort among all of the Austin programs. Other collaborative events include joint swearing-in ceremonies, and other National Days of Service. Our activities have generated attention among sister AgriLife Extension offices around Texas. Because of this interest and program recognition, we believe there is a strong potential for replication in Texas, and other states where there remains strong

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Extension Offices and growing urban programs.

Member Development, Training & Supervision

TCCAP members are given three weeks of extensive training before placement in an after school program. Each week has training divided between learning about what AmeriCorps is and their role in promoting civic engagement, learning about reporting and all things paperwork, planning lessons and delivering programs, classroom management and many other aspects of working in a large, diverse, outreach organization.

Ethic of Service and Civic Responsibility

Members have ongoing opportunities for reflection during their training, special events, such as the swearing in ceremony, and as other opportunities may present themselves. At the beginning of their term of service, prior to members getting sworn in, staff asks members to write a "letter to self" providing an opportunity for pre-service self-assessment of their personal and professional goals and expectations. At the end of their term of service, members can read their "letter to self" and are asked to take a short end of term survey which serves as a post assessment so that members can note the changes they have experienced over their service year.

Expanding Opportunities

TCCAP's focus is on raising the level of education among distressed neighborhood schools in Austin. A consequential additional benefit of the Project has been that we have become an incubator for many people entering into our program as AmeriCorps members and leaving as special certificated teachers on many of the campuses we serve, working as parent support specialists, social workers, and generally working in some capacity leading them towards some level of social engagement.

Member Outputs and Outcomes

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A strength of the TCCAP program design is retaining productive and committed members. This is demonstrated by our enrollment and retention statistics over the last grant cycle. For each of the past three years, enrollment was 100%. Retention was 100% for years 2005-2006, 95.5% for 2006-2007 losing only one member (21/22 members), and 91.3% for 2007-2008. In the 07-08 year, we lost a member early on and immediately recruited someone to fill this spot. A consistent trend with TCCAP is the high number of members who return for year two. For years 2006-2007, 6 members returned, in 2007-2008, 4 returned and for 2008-2009, 5 members returned. Additionally, several former members are Travis County employees continuing service to the community. Returning members assume leadership roles with specific job descriptions, helping with member training. They participate on Workgroup teams in areas in which they wish to specialize. Our returning members consistently say this is a major factor in their decision to return. One member returning for the Animal Science team says "The opportunity to serve one more year is why I wanted to come back to the TCCAP program. I will always use animals in my teaching career and I am thrilled to get another opportunity to focus my skills in this area". These testimonials and statistics shows members are highly satisfied with this project and want to continue to serve the community with the knowledge and skills they've gained. This is a win/win situation because TCCAP is able to retain skilled and knowledgeable personnel and the members get even more experience and opportunity as they launch into their future careers.

Member Recruitment and Support

A contributing factor to TCCAP's outstanding recruitment and retention rates is our focus on a targeted 6 step recruitment process. By first advertising in a variety of local institutional and online resources we ensure diversity of our member corps. Member recruitment is performed through the Corporation's web site - My AmeriCorps, Travis County's Human Resources, University of Texas' Hire A Longhorn, Austin Community College, Austin American Statesman, The Austin Chronicle, and Craig's List (on-line job listing). Recruitment efforts are also made at local university's job fairs, e.g. Texas State University,

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Huston-Tillotson (a historically black university), Austin Community College (various campuses), and the University of Texas.

Step two of the recruitment process is Application Review. Every application received is placed on a spreadsheet documenting the qualifications of each applicant. We look for qualifications in four specific areas. These areas are the level and type of educational attainment, the level of youth experience, the level and type of previous service experience and any other qualifications such as certifications, prior work experience or a strong written statement which show that the candidate would be an asset to our program. Based on meeting these qualifications, candidates are approached for Full, Part-time, or Quarter-time positions. For instance, if the applicant has at least a bachelor's degree, some youth experience and some service experience they will be approached for a full-time position. If they only qualify in two of the four areas they will be approached for a half-time position. And if they only qualify in one area they will be approached for a quarter-time position. There are specific things we look for in applications which determine whether or not the applicant qualifies in each area. In the area of education the applicant must have one of the following: a bachelor's or higher in any STEM subject area or education or a master's degree in any field. In the area of youth experience they must have the equivalent of at least six months of classroom experience or at-risk youth experience or the equivalent of at least one year of other youth experience such as working as a nanny, or working as a summer camp counselor or child care provider. For the area of service experience the applicant must be a returning Member to our organization, have served an AmeriCorps term with a different program or have the equivalent of at least one year volunteering with a non-profit agency. In the area of other qualifications we look for the ability to speak Spanish, 4-H experience, teaching certification or a very strong reference or personal statement.

Step three is Member Type selection. We have specific positions descriptions for all of our member

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types. For 2010-2011, we will have 12 Fulltime, 12 Halftime, and 8 Quarter-time members. For instance, if the applicant has at least a bachelor's degree, some youth experience and some service experience they will be approached for a full-time position and will be expected to provide leadership in a workgroup area as well as their afterschool program.

Step four is a two part interview process. The first interview is over the phone, and is conducted by one of the program coordinators. The applicant is informed of the amounts of the stipend and education award for the position they are applying for, as well as a basic description, and history of our organization. We also ask some preliminary questions about their experience with youth, and the applicant is given a chance to ask any further questions they may have about the position or our organization. At the end of the phone interview, if there is mutual interest, then a second interview is scheduled. The second interview is conducted either in person or live via the internet by two program coordinators. It consists of more in depth questions about the person's experience with youth and working with others, as well as several scenario questions about how the applicant would deal with situations with children in the classroom or in the office. We also require that all applicants make a short demonstration of a hands on science activity during the second interview. The second interview should take no longer than an hour.

Step Five is Applicant Scoring. Applicant is scored on specific programmatic criteria. After the second interview the two program coordinators that spoke to the applicant will fill out a Candidate Numerical Score sheet. In this document the candidate is rated 1-10 in the following 5 areas: Interpersonal Skills, Planning/Teaching Skills, At-Risk Youth Skills, Attitude and Organizational Skills. The score is totaled at the bottom of the page. An applicant must score at least a 40 out 50 in order to be brought on board with our program.

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Step Six is the offer. Once the score is assessed and both coordinators agree, the applicant is offered a position.

Member Support

All members (12 Full-time, 12 Half-time and 8 Quarter-time) will be provided with a living allowance. Full time members will receive a living allowance of \$11,800 for their term of service; Half-time members will receive \$6,247 and Quarter-time members will receive \$3,123. Full time members, as required by grant provisions are provided with health benefits. Members' satisfaction with their service is monitored through an ongoing communication between supervisors (the program director and AmeriCorps coordinators) and the member, during member meetings and through observation during service times. It is one of TCCAP's priorities to ensure that members are well supported because it recognizes that national service can be a challenging experience at times, and it wants to ensure that a support system is in place to help them reach their own personal goals in addition to program's goals. To that end, TCCAP also has developed training initiatives that allow its members to explore professional or educational development opportunities through the programs or educational sessions afforded to it through its ties with AgriLife Extension and Texas A&M University. 4-H, already serves as an excellent learning environment for members who may be interested in pursuing a future career in education, science, technology or engineering. In the last two years, ten (10) former AmeriCorps member who graduated from our program are now actively working in the education field as either certified teachers or school support personnel. The main office of TCCAP is co-located in the Texas AgriLife Extension Office where several extension specialists (e.g. horticulturist, entomologist, wildlife biologist, nutritionist) work thereby allowing these members first-hand insight into what a person's job in their desired field really looks and feels like, should they desire to pursue it as a career option. The camaraderie that develops between the agents and the members and among the members interested in similar fields or areas helps contribute to the Esprit De Corps that other more structured and planned

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member activities already promotes. Successful member accomplishments or programmatic milestones are celebrated and recognized with special awards during regularly scheduled all-staff meetings and other events designed to boost morale such as lunches prepared by the staff and specially planned events around the holiday times. Two specific member recognition events are held each year, mid and end of year to recognize accomplishments. The end of the year Reach for the Stars event recognizes members is community strengthening and outreach, leadership, science and technology, environmental education, and life skills/inclusion. Additionally, members are recognized for a Spirit of Excellence. Members are also encouraged to recognize their peers. Recognition events are important in order to build group cohesion among the members. In addition, individual recognition and reflection at such events can be a unique way for participants add depth and complexity to their overall service experience.

Member Development, Training, and Supervision

Staff typically begins member development in mid-August after member selection. Pre-service orientation will consist of nearly 3 weeks with the first week focusing on introducing AmeriCorps and national service concepts and principles. Other mandated training includes but is not limited to Cardio Pulmonary Resuscitation (CPR), Travis County defensive driving for van drivers, reporting child abuse and neglect, sexual harassment, civil rights and equal opportunity. The three-week training sessions consist of an orientation that familiarizes members with background information, such as the structure and staffing for 4-H, TCCAP, Austin ISD and the schools in which they will be serving. Additionally, TCCAP and 4-H staff explain the services to be performed at the schools served. Members engage in teambuilding and conflict resolution skills. The member orientation is adapted to reflect the varying type of members there are (Full-time, Half-time, or Quarter time) and the varied service activities for each position. All members are introduced to 4-H, Extension, and relevant Austin ISD staff, provided with a tour of their placement sites, assignment and performance expectations. The orientation includes specific teaching curriculum that includes introduction to teaching techniques, positive behavior

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management, curriculum development, classroom management and diversity awareness. It also provides 4-H specific information and knowledge such as in animal science, technology, or natural science. The member orientation is the perfect time for new AmeriCorps members to be introduced to Extension Specialists who are experts in their respective field and have access to additional resources that members can use in their service to the students.

Member training is conducted throughout the year. A yearly calendar is developed that includes both mandated, grantee-specific and position specific type training. This ensures TCCAP is meeting its mandatory requirements for ongoing member development in addition to ensuring members are appropriately prepared and supported in their roles at their schools. During initial training, members are given their own copy of a handbook outlining TCCAP AmeriCorps policies and procedures and the comprehensive yearlong training plan. This includes the "Important Dates" training schedule so that members are aware of and prepared for community volunteer events, meetings and trainings and can calendar these dates for effective time management. Position specific training is designed to enhance member knowledge in service activities and for personal development. Service specific training topics include youth development techniques for enhancing afterschool program quality; topics such as structure and clear limits, reframing conflict, cooperative learning, and youth voice and choice. Curricula training and demonstrations are provided to give members hands on exposure to the lessons they will bring to children. Some examples of the specific curricula we demonstrate are the Junior Master Gardener program which emphasizes gardening, water, soil and earth science concepts. Others examples include Sportfishing, 4-H Best Hands on Science curriculum, Engineering and Urban Animal Science. Personal and Professional development training is offered in area such as Life After AmeriCorps, Life Skills, Money Management, and/or more administrative type training that includes evaluation, monthly reports, and a review of school policies and procedures. Members are supervised regularly throughout their term of service. They meet with the AmeriCorps Coordinators at regular one-

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on-one check in meetings, at scheduled observation sessions at their sites where feedback is given regarding their skills in teaching an afterschool class, and mid and end of year performance evaluation meetings with their supervisors. They receive direct supervision and feedback from their school site coordinator as well. This ensures they have the resources to get their questions and needs met during their term of service. Members are encouraged to give the TCCAP administration their feedback as well. The mechanism for this is an anonymous online survey sent via email called Instant Survey. This allows the members to more freely share their suggestions and ideas in an open forum. We have been doing surveys regularly for the past 6 years and this has really allowed us to grow and change to meet members' needs. All of these support systems are in place to ensure that TCCAP AmeriCorps members have the adequate resources to get their questions answered and needs met during their term of service.

Ethic of Service and Civic Responsibility are an integral part of the TCCAP member experience. Our members participate in Civic Reflection during their service year. Civic Reflection is a unique way for participants to think -- and talk -- with other members about the philosophical foundation underlying public work, using short but resonant readings adding depth and complexity. Civic Reflection discussions help us talk comfortably about values, think about choices, thereby responding imaginatively to our community needs. These discussions are now happening all over the country in service programs like AmeriCorps and we believe this is an important member development piece for our program. It is a unique experience that members can "take away" with them as they continue their life, work and service journey. Members have ongoing opportunities for reflection during their training, special events, such as the swearing in ceremony, and as other opportunities may present themselves. At the beginning of their term of service, prior to members getting sworn in, staff asks members to write a "letter to self" providing an opportunity for pre-service self-assessment of their personal and professional goals and expectations. At the end of their term of service, members can read their "letter to self" and are asked to take a short end of term survey which serves as a post assessment so that members

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can note the changes they have experienced over their service year. Another example of ethic of service and civic responsibility is our program's participation in the AmeriCorps Texas Leadership Council. This is a chance for fulltime or returning members to gain experience networking with other non-profit agencies and members other AmeriCorps programs. These members have the opportunity during their service term to attend conferences such as the Governor's Non-Profit Leadership Conference. Additionally, AmeriCorps members gain knowledge of civic responsibility through involvement in school organizations and community groups, participation or attendance at Commissioners' Court hearings, serving on Advisory Boards and Task Forces that effect family, youth and targeted communities. TCCAP actively promotes the idea of a lifelong ethic of service by threading into its training a component known as Leave Your Legacy. This concept promotes the idea of sustainability of efforts begun by members during their tenure of service. Members are asked to consider ideas or projects for which they could actively seek resources (people, or financial) so their initiatives can "live" after their AmeriCorps experience ends.

TCCAP continuously promotes and sustains its AmeriCorps national service identity and affiliation from the moment that its members begin their service year until their term ends. Members proudly wear their AmeriCorps t-shirts or other appropriate attire with an AmeriCorps' emblem; at their respective school campus (host site) each day to appropriately identifying them as an AmeriCorps member, at community service projects and at other special events. TCCAP participates in required national service days like Martin Luther King Jr. Day of Service or National Youth Service Day. It also is one of the founders and active participants of the Capital Area AmeriCorps Alumni Network -- a group of former AmeriCorps members that stay active in civic life and the national service movement, by participating in community service events and/or Days of Service, such as those mentioned above. TCCAP also coordinates with other local AmeriCorps programs in a project that highlights AmeriCorps' service to the Central Texas community. Each Spring, during National AmeriCorps week, local groups convene at

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the state capitol to proclaim AmeriCorps week thereby not only recognizing program's efforts but also publicizing their work, as part of a larger national service movement. National Service is inherent in our program through implementation of a community outreach calendar that is developed with TCCAP staff, AmeriCorps members, and community partners.

Expanding Opportunities is inherent in our ongoing member development philosophy. As part of the training, TCCAP incorporates specific learning opportunities and coaching activities that engage members in career exploration and "Life After AmeriCorps". Members explore topics such as Leadership Development, Interviewing Skills, Resume building, and AmeriCorps Alumni Network registration. Members are also educated extensively on the many advantages of the education award and how to access the benefits.

Community Outputs and Outcomes

Over the last two grant cycles, TCCAP has demonstrated that addressing the compelling [and critical] community needs of increasing student interest in science, technology, engineering, and mathematics through active engagement in after school programming raises TAKS scores and increases student awareness in active civic engagement. Reports prepared by external evaluators from the Texas Agri-Life Extension office for 2007-2008 and 2008-2009 program years indicate TCCAP's after school program sessions positively affected the frequency students engaged in certain desirable behaviors related to character education. These positive, desirable behaviors boost academic achievement by contributing to a student's readiness to learn.

According to the report prepared by AgriLife Extension Evaluation Specialist Paul Pope in July 2008: "Data were collected via two instruments. First, session instructors recorded the frequency that each student engaged in certain desirable behaviors, after [versus] before the class- based on their interactions with the student and observation of their behavior over the course of each semester. In

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effect this was an "observational" retrospective post. Data were collected on a total of 1,340 students using this instrument. Second, students provided direct feedback on their 4-H CAPITAL experience via a short questionnaire. Students were asked about their overall impressions, interest in the subject, and whether the session helped them engage in certain desirable behaviors more frequently."

"Feedback from both instructors and students were consistent in showing increased interest. A large majority of all students (82.3%) and those who attended a science and technology session (80.4%) indicated they had a[n] increased interest in the subject matter as a direct result of the class." The majority of students polled (76.7%) said the after school classes made them want to learn more". Among other "Character" related issues said that the after school classes made them: Show respect to others more often (80%), Take personal responsibility for their own actions (79.1%), Play by the rules to be fair more often (77.8%), Treat others the way you want to be treated (77.1%), Help others in need more often (73.9%), Tell the truth more often (73.6%).

The sustainability of TCCAP work is based on the lives we improve as long as the work is supported and recognized by the stakeholders in our community. Financial and in-kind resources from Travis County, Texas AgriLife Extension Service, 4-H CAPITAL, public and private philanthropic groups, and many other community organizations provide the basis for TCCAPs' existence. Beginning in 1992, 4-H CAPITAL was a five-year pilot project. It became a sustainable program when Travis County adopted and funded the program in 1997. The 4-H CAPITAL and TCCAP programs have worked with 21st Century Learning Center Directors, Austin's Community and Family Education Consortium, Youth Service Mapping (YSM.org) and the Central Texas Afterschool Network (CTAN) developing long-term sustainability plans for afterschool programming bolstering and strengthening programs and also better utilizing those resources where and when needed. Committee members actively seek strategies for program sustainability. Whereas, the Central Texas After School Network is a consortium of

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stakeholders who have created the largest and best assortment of after school resources in the nation, Youth Services Mapping is a tool that will enable the best use and practices of all resources available in Central Texas. Because TCCAP aligns itself with these organizations, we work together ensuring better growth, utilization, and sustainability for all after school programming. TCCAP collaborates with other service delivery organizations and continues generating support for afterschool programming in general, while simultaneously seeking outside funding supporting its' own respective efforts in the schools. The AmeriCorps grant expanded 4-H CAPITAL's capacities meeting the need for more project-based afterschool programs. Several funders have recognized this and have become active supporters of our programs.

Our community volunteer pool comes from three sources; parents of students participating in after school programming, late secondary education students who may, or may not have participated in our after school programs, and late secondary students currently participating in some form of tutoring supplied by our members. Over the years, we have had a very small representative sampling of these helpful parents. Through a single year we might have no more than 30 volunteer parents working with their children and schools providing needed extra duty. A second volunteer group has been high school aged students no longer in our after school programs, but find themselves needing outreach hours when they are completing college applications. Every year we can expect a number of these students, some years as many as 30 or more find volunteer work over summer, Spring Break, or other types of outreach in programs we deliver. The third form of volunteers has been created in our new partnership with East Side Memorial High School where the students also need volunteer outreach for many reasons and we have our AmeriCorps members acting as magnets to that volunteering end. Outreach events coordinated by AmeriCorps members encompassed almost as many high school students volunteering through our organization as there were our own AmeriCorps members participating in that event. We are anticipating at least 25 -- 30 high school students working along side our AmeriCorps members for our

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Martin Luther King trail clean up for the 2010 MLK day.

TCCAP raises the public profile of AmeriCorps and the call to National Service daily through our members working in a number of schools wearing our logos and colors advertising our commitment of building a more civic society. Furthermore, many public events like Austin AmeriCorps Awareness Week, All Austin AmeriCorps Swearing-In Ceremony at the Capitol, City Council proclamations, and presentations to Commissioners' Court elevate public awareness in the actions of those presentations and events. Other opportunities raising awareness of the resources and benefits of National Service and AmeriCorps occur through university and community job fairs, presentations to community clubs and active public involvement in major community outreach events drawing public attention to who we are, what we do, and what we represent. Finally, it is the daily active involvement with children in after school programming where tomorrow's AmeriCorps members are born. The continued repeated exposure through members working with young students in elementary and middle schools reinforces those students willingness, when they reach a certain maturity, to enter into National Service too because of how well they were treated by our AmeriCorps members when they were younger.

Organizational Capability

Travis County is the fiscal agent for TCCAP and has extensive experience in managing many federal programs. The AgriLife Extension Office in Travis County is part of Travis County's Health and Human Services/Veterans Services (HHSVS) Department and as such works jointly and cooperatively with the county across the breadth of Extension's local programming. As a large urban area, Travis County has received and overseen multimillion-dollar grants and projects. It has a sound administrative and fiscal infrastructure in place. The Auditor follows the Office of Management and Budget Circulars A-87, A-102 and A-133 as well as the Uniform Grant Management Standards (UGMS) for administering state and federal grants. Travis County continues to manage more than \$30 million in state and federal grants.

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In addition, Travis County has prior success in successfully managing national service grants. Travis County has been a Retired Senior Volunteer Program (RSVP) grantee for over 35 years and AmeriCorps*State for 6 years. John Bradshaw, Contract Specialist, with the Travis County Health & Human Services & Veterans' Service is familiar with national service grants and ensures compliance with AmeriCorps guidelines by submitting necessary fiscal reports (in conjunction with the county auditor's office) to grantors as necessary and maintains ongoing communication with One Star regarding fiscal matters. Administrators, Staff and members of TCCAP, are stakeholders working with school administration, state legislators, community and governmental organizations, community members at large, and youth delegates.

TCCAP has restructured and streamlined its staffing to 3 primary, full-time positions. One coordinator is responsible for data collection and evaluation from the school districts, preparing AmeriCorps Progress Reports, planning and conducting member training, directly supervising ten (10) members, and coordinating program elements with OneStar and Travis County's Contract Specialist. The 2nd coordinator directly supervises eleven (11) members, is responsible for member recruitment, development, and training, and coordinates program evaluation with Texas AgriLife Extension Evaluation Specialists. The 3rd coordinator directly supervises eleven (11) members, is the main liaison of community and school leaders, leads community outreach and volunteer recruitment and coordinates program elements with other Extension agents.

There is a 4th position that is an administrative support role for the AmeriCorps project. This assistant collects data for numerous grant and program reports, and provides program support for the Project Coordinators and members. The three AmeriCorps Coordinators and Administrative assistant work together to manage the AmeriCorps project and are part of the Coordinating Team working together with the AgriLife Extension Agent -- Urban Youth Development and other paid Travis County staff

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ensuring delivery of services and oversight.

The Coordinating Team and other Extension and Travis County staff comprise a management committee that oversees resource development and fiscal management for selected grant funds, provides input for program planning, and guides task forces for special events such as Spring break and Summer outreach programs. The Travis County Extension Director provides guidance to the management team, holding periodic staff development and training sessions as well as planning and implementing an annual retreat and achievement event for administrators, employees, and members. Robert (Skip) Richter, Travis County Extension Director with 20 years of Extension experience, serves as a liaison to Travis County Commissioners Court, insures ongoing training, support and expertise from statewide Extension network of agents and specialists, and provides administrative support to the management team.

There are many members of the 4-H CAPITAL staff serving ancillary but important roles. TCCAP staff have strong skills and national service experience, many being AmeriCorps alumni. Before after school programming begins the members are broken up into work groups (as previously mentioned) led by permanent Travis County employees, Extension agents, and the AmeriCorps Coordinators. These groups have formalized titles: 1) Curriculum Development & Literacy; 2) Volunteer & Resource Development, Outreach Events & Parent Involvement; 3) Urban Animal Science, Agriculture & Wildlife Enrichment; 4) Junior Master Gardener/ Horticulture programming; and, 5) Web Development. The leaders of these work groups provide rich experience in these areas allowing members growth and opportunity towards developing new and different skill sets. The Coordinating Team maintains member records, assures that member continuous improvement plans are created as necessary. The Coordinating Team oversees member recruitment and applicant assessment, assigns member to appropriate instructor positions. The Coordinating Team plans and implements a comprehensive pre-

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service orientation, on-going year-round member development activities, and opportunities for National Service. The AgriLife Extension Agent -- Urban Youth Development provides the main leadership and oversight for the program and assumes more administrative roles and duties. The Coordinating Team assures that member recruitment and selection policies comply with or exceed the Texas AmeriCorps State Standards. The Coordinating Team creates and carries out a comprehensive member development plan including pre-service orientation, on-going training, national service events, and professional development. The coordinators provide appropriate member supervision and support, monitoring member schedules, and developing strategies for member retention and recognition. The Coordinating Team conducts site visits and member evaluations assuring that members are capable and ready for service. On-going evaluation insures program integrity. Efforts of the Coordinating Team have resulted in improvements from monitoring visits or recommendations from our stakeholders including a revised member handbook, on-line surveys for member feedback, member handbook checklists, site visit monitoring tools for coordinators, paperless reporting for members, development of an organized "share drive" for collaboration and storage of computer files, and integrated training and member development. TCCAP regularly communicates with OneStar staff and the Travis County grant coordinator to assure program compliance. The TCCAP coordinating team meets bi-weekly to assess program progress, address issues and seek solutions. Regular meetings with members allow time for feedback on issues to assess program efforts and effectiveness of program activities.

Plan for Effective Technical Assistance:

Texas AgriLife Extension has statewide and regional specialists and local County Extension Agents who provide programmatic technical assistance. County Agents have expertise in horticulture, agriculture, animal science, wildlife and conservation, entomology, community development, nutrition and health, financial literacy, and youth development. They provide training for AmeriCorps members and are part of the year-round training schedule. Extension Conservation Specialists provide training in aquatic

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ecology and environmental issues. Evaluation specialists provide training on the importance of evaluation, use of specific tools, and assistance in evaluation design and interpretation. The Cooperative Curricula System is a collection of field-tested and juried 4-H youth development curricula. Curricula for TCCAP are selected from this collection and directly from states with outstanding science materials. TCCAP is linked to national resources as well as to resources from Texas AgriLife Extension, which is part of the Texas A&M University System. These links provide access to the latest research-based information. Fiscal technical assistance is provided through Travis County HHSVS's contract specialist.

Sound Record of Accomplishment as an Organization

The Texas AgriLife Extension's 4-H & Youth Development Program has a 100+ year history of partnering with local groups, organizations and individuals to meet local needs in the most effective and efficient way possible. As part of this ongoing TCCAP members provide leadership to partner programs in the Travis County area. The members have acted for the past 6 years as project facilitators and Area Chiefs for Texas Parks and Wildlife offering support and leadership in out doors projects such as the "Basic Outdoor Skills Workshops and the annual "Nature Fest" event held in Bastrop, Texas. Members have been developing and implementing disability inclusion training programs with Texas School for the Blind and Children's Partnership as well for the past six years. We have had retiring members remain with The School for the Blind or find work with inclusion programs through Austin Independent School District. A good example of incorporating parent volunteers from 4-H Community clubs into 4-H CAPITAL programs is that of Cindy Casper. Cindy Casper home schooled her children and her children enjoyed many summer programs through our programming. Cindy's daughter, Olivia, enjoyed much of this programming herself. Olivia wanted to become a teen helper in our programming spending some summers doing teen volunteering before becoming an AmeriCorps member as well. Through her family Cindy enjoyed working as a volunteer getting closer to our programming and its purposes.

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Another success of the TCCAP program is it has become an incubator for educational professionals. In the last two years, ten (10) former AmeriCorps member who graduated from our program are now actively working in the education field as either certified teachers or school support personnel.

TCCAP has a successful record of delivering a high level of performance. Over the last 6 years we have consistently met or exceeded targets for all performance measure areas, maintained timely reporting and compliance to deadlines and other grant requirements.

Cost Effectiveness and Budget Adequacy

The total budget for TCCAP's proposal is \$567,571. The Corporation share is \$298,390 with an average MSY of \$14,831. TCCAP has reduced the cost per MSY from \$14,972 in the current 2009-2010 grant year. The intensity of this science-based after-school program along with its high academic standards require staff and members to be highly skilled and engage in preparation beyond that required in many other programs. Much of the science equipment used in this program is high cost. Operating in 20 schools in East, Northeast and Southeast Austin is a complex task requiring significant expertise, time and commitment. The cost per MSY as well as the number of staff are appropriate and necessary to maintain a high quality program.

Diverse non-Federal support for TCCAP comes from diversified funding that includes local and state government, local foundations, and National 4-H. TCCAP has also developed partnerships with organizations such as Austin Energy, Texas Space Grant Consortium, Texas Parks and Wildlife, 21st Century Learning Centers, Travis County Youth Workforce Development, Book Boosters and A Glimmer of Hope Foundation.

TCCAP has demonstrated it has diverse support and has always exceeded the minimum match requirement. The match for the 2010-2011 grant year is 47%. The commitment of Travis County to this

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program as well as the extensive network of partners ensures that TCCAP can meet the more stringent match guidelines in subsequent years. Travis County contributes matching dollars for member and staff costs and in-kind administrative support. Texas AgriLife Extension provides in-kind support through computers and office space, as well as expertise from on-site County Agents and Extension Specialists.

Local cash match from Travis County and Corporation funding is sufficient to cover member and staff costs. 4-H CAPITAL uses other local and state funding sources to cover costs that include member training, curriculum development, materials and supplies, member mileage, member health insurance, and member incentives like food bank and morale boosters. The high level of support from Travis County and AgriLife Extension means that 100% of grants and contributions from local and state organizations are used for program expenses. This is very appealing to foundations who want the highest "bang for their buck".

TCCAP has demonstrated success in addressing the compelling community need for science enrichment for youth in grades K-5 by devoting the required amount of materials and resources to deliver a high quality program. TCCAP staff is required to provide the necessary training, supervision and support to allow members to teach rocket science, engineering, chemistry, and other complex science topics. Engaging young students is challenging and requires skilled members in sufficient numbers to permit individual student attention.

Evaluation Summary or Plan

The output and the intermediate outcome of the aligned performance measure for Science Based Academic Enrichment are evaluated by evaluation specialists with the Texas AgriLife Extension Organizational Development Department of the Texas A&M University System. The end outcome is evaluated by standardized testing data provided by the Texas Education Agency (TEA) and Austin Independent School District.

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Output Data is collected by the AmeriCorps instructors on a standardized 4-H attendance roster. Attendance data is collected on all students enrolled in a 4-H afterschool project. Intermediate Outcome Data is collected via two instruments. First, AmeriCorps instructors record the frequency that each student is engaged in certain desirable behaviors, after vs. before the class -- based on their interactions with the student and observation of their behavior over the course of each semester. In effect this is an "observational" retrospective post. Data is collected using this instrument on students enrolled in a semester or year round class. Second, students provide direct feedback on their 4-H CAPITAL experience via a short questionnaire. Students are asked about their overall impressions, interest in the subject, and whether the session helps them engage in certain desirable behaviors more frequently. Outcome Indicator: "Students completing the semester and year-long classes will demonstrate an increased interest in science and related subject matter." Data for this outcome is collected from a Behavioral/Social Skills Rubric instrument utilized by the instructors. The Rubric is designed to translate the outcome indicator -- increased interest in science- to observable behavior. The Rubric includes measures over four domains to include character development, motivation, attitude, and interest in learning. These domains have specific indicators that point to an increase in science and related subject matter. Instructors observe the frequency or increased frequency of specific behavior indicators. To verify the students' increased interest, a retrospective post assessment is administered to participants to gather self-reported data. Combining the data participants and from instructors regarding increased interest in science that directly translates to observable behaviors provides empirical evidence of actual student change. End Outcome: Science standardized tests scores, as indicated by the Texas Assessment of Knowledge and Skills (TAKS) are evaluated for students who complete the semester and year-long classes. Students are identified by enrollment and attendance data collected on the standardized 4-H attendance roster. These rosters from the various school sites are submitted to Austin Independent School District's Department of Program Evaluation who then

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provides TAKS data analysis. TAKS data for students in the 4-H afterschool program can be compared by campus to determine the efficacy of programs.

Amendment Justification

NA

Clarification Summary

NA

Continuation Changes

NA

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January 8, 2010 11:44 AM

Travis County CAPITAL AmeriCorps Project Travis County Department of Human Services

Application ID: 10AC110585

Budget Dates:

	Total Amt	CNCS Share	Grantee Share
Section I. Program Operating Costs			
A. Personnel Expenses	134,966	134,966	0
B. Personnel Fringe Benefits	56,570	0	56,570
C. Travel			
Staff Travel	3,848	0	3,848
Member Travel	11,060	500	10,560
Total	\$14,908	\$500	\$14,408
D. Equipment			
E. Supplies	16,806	0	16,806
F. Contractual and Consultant Services			
G. Training			
Staff Training			
Member Training	816	0	816
Total	\$816	\$0	\$816
H. Evaluation	3,492	1,492	2,000
I. Other Program Operating Costs	5,500	0	5,500
Travel to CNCS-Sponsored Meetings	2,000	0	2,000
Total	\$7,500	\$0	\$7,500
Section I. Subtotal	\$235,058	\$136,958	\$98,100
Section I Percentage		58%	42%
Section II. Member Costs			
A. Living Allowance			
Full Time (1700 hrs)	141,600	58,384	83,216
1-Year Half Time (900 hours)	74,964	74,964	0
Reduced Half Time (675 hrs)	0	0	0
Quarter Time (450 hrs)	24,984	24,984	0
Minimum Time (300 hrs)	0	0	0
2-Year Half Time (2nd Year)	0	0	0
2-Year Half Time (1st Year)	0	0	0
Total	\$241,548	\$158,332	\$83,216
B. Member Support Costs			
FICA for Members	18,478	0	18,478
Worker's Compensation	471	0	471
Health Care	17,603	0	17,603
Total	\$36,552	\$0	\$36,552
Section II. Subtotal	\$278,100	\$158,332	\$119,768
Section II. Percentages		57%	43%
Section III. Administrative/Indirect Costs			
A. Corporation Fixed Percentage			
Corporation Fixed Amount	51,313	0	51,313
Commission Fixed Amount	3,100	3,100	0
Total	\$54,413	\$3,100	\$51,313
B. Federally Approved Indirect Cost Rate			
Section III. Subtotal	\$54,413	\$3,100	\$51,313
Section III Percentage		6%	94%
Section I + III. Funding Percentages		48%	52%
Budget Totals	\$567,571	\$298,390	\$269,181
Budget Total Percentage		53%	47%
Required Match		42%	
# of years Receiving CNCS Funds		8	

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January 8, 2010 11:44 AM

Travis County CAPITAL AmeriCorps Project
Travis County Department of Human Services

Total MSYs	20.12
Cost/MSY	\$14,831

**Budget Narrative: Travis County CAPITAL AmeriCorps Project for Travis County
 Department of Human Services**

Section I. Program Operating Costs

A. Personnel Expenses

Position/Title -Qty -Annual Salary -% Time	CNCS Share	Grantee Share	Total Amount
Project Coordinator (Responsible for data collection and evaluation, preparing progress reports, planning and conducting member training, directly supervising ten members, etc.): - 1 person(s) at 40257 each x 100 % usage	40,257	0	40,257
Project Coordinator (Main liaison for community and school leaders, leads community outreach and volunteer recruitment, directly supervises eleven members, etc.): - 1 person(s) at 34819 each x 100 % usage	34,819	0	34,819
Project Coordinator (Responsible for member recruitment, development and training; coordinating program evaluation, directly supervises eleven members): - 1 person(s) at 29501 each x 100 % usage	29,501	0	29,501
Administrative Support (Assists in the collection of data for program reports, provides program support for members and Project Coordinators): - 1 person (s) at 30389 each x 100 % usage	30,389	0	30,389
CATEGORY Totals	134,966	0	134,966

B. Personnel Fringe Benefits

Purpose -Calculation -Total Amount	CNCS Share	Grantee Share	Total Amount
Project Coordinator: (FICA 40,257 x .0765 = 3,080; Hospitalization 629 x 12 mos. = 7,548; Life Insurance 7.25 x 12 mos. = 87; Retirement 40,257 x .1144 = 4,605; WCI 40,257 x .00195 = 79)	0	15,399	15,399
Project Coordinator: (FICA 34,819 x .0765 = 2,664; Hospitalization 629 x 12 mos. = 7,548; Life Insurance 7.25 x 12 mos. = 87; Retirement 34,819 x .1144 = 3,983; WCI 34,819 x .00195 = 68)	0	14,350	14,350
Project Coordinator: (FICA 29,501 x .0765 = 2,257; Hospitalization 629 x 12 mos. = 7,548; Life Insurance 7.25 x 12 mos. = 87; Retirement 29,501 x .1144 = 3,375; WCI 29,501 x .00195 = 58)	0	13,325	13,325
Administrative Support: (FICA 30,389 x .0765 = 2,325; Hospitalization 629 x 12 mos. = 7,548; Life Insurance 7.25 x 12 mos. = 87; Retirement 30,389 x .1144 = 3,477; WCI 30,389 x .00195 = 59)	0	13,496	13,496
CATEGORY Totals	0	56,570	56,570

C. Travel

Staff Travel

Purpose -Calculation	CNCS Share	Grantee Share	Total Amount
Travel to Commission-sponsored meetings: Mandated	0	2,000	2,000
Site travel for Project Coordinators and Administrative Support: 70 miles per			

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month x 4 staff x 12 months x 55 cents per mile	0	1,848	1,848
CATEGORY Totals	0	3,848	3,848

Member Travel

Purpose -Calculation	CNCS Share	Grantee Share	Total Amount
Site travel for AmeriCorps members: 60 miles per member x 32 members x 10 mos. x 55 cents per mile	0	10,560	10,560
Cost for a minimum of one AmeriCorps member to travel to one or more InterCorps Council events: Mandated	500	0	500
CATEGORY Totals	500	10,560	11,060

D. Equipment

Item/Purpose -Qty -Unit Cost	CNCS Share	Grantee Share	Total Amount
CATEGORY Totals	0	0	0

E. Supplies

Item -Calculation	CNCS Share	Grantee Share	Total Amount
AmeriCorps service gear package: 34 members x \$50 per package	0	1,700	1,700
Office supply kits (supply cart, markers, paper, pencils, etc.): 34 kits x \$50 per kit	0	1,700	1,700
Craft supplies, office supplies, fishing supplies, rocketry supplies, gardening supplies, science equipment, tools, film, snacks, etc. for after-school programs: The cost for supplies comes to \$9.29 per child for 1,400 children	0	13,006	13,006
Assorted 4H CAPITAL, Texas AgriLife Extension Service, Texas Parks and Wildlife, and NASA curricula: Cost to 4H CAPITAL for these materials	0	400	400
CATEGORY Totals	0	16,806	16,806

F. Contractual and Consultant Services

Purpose -Calculation -Daily Rate	CNCS Share	Grantee Share	Total Amount
CATEGORY Totals	0	0	0

G. Training

Staff Training

Purpose -Calculation -Daily Rate	CNCS Share	Grantee Share	Total Amount

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CATEGORY Totals	0	0	0
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Member Training

Purpose -Calculation -Daily Rate	CNCS Share	Grantee Share	Total Amount
Registration fees for specific 4H CAPITAL, Texas AgriLife Extension Service, Austin Independent School District, and Texas Parks and Wildlife trainings: 34 members x \$24 each- Daily Rate of 0	0	816	816
CATEGORY Totals	0	816	816

H. Evaluation

Purpose -Calculation -Daily Rate	CNCS Share	Grantee Share	Total Amount
Evaluation done by Texas A+M: 4 days x \$500 per day- Daily Rate of 500	0	2,000	2,000
Statewide evaluation commissioned by OneStar: 298,362 x 0.005- Daily Rate of 0	1,492	0	1,492
CATEGORY Totals	1,492	2,000	3,492

I. Other Program Operating Costs

Purpose -Calculation	CNCS Share	Grantee Share	Total Amount
Travel to CNCS-Sponsored Meetings: Mandated	0	2,000	2,000
Office space for AmeriCorps members in a portable building provided by AISD at Blanton Elementary: \$550 per month x 10 mos.	0	5,500	5,500
CATEGORY Totals	0	7,500	7,500
SECTION Totals	136,958	98,100	235,058
PERCENTAGE	58%	42%	

Section II. Member Costs

A. Living Allowance

Item - # Mbrs w/ Allow -Allowance Rate - # Mbrs w/o Allow	CNCS Share	Grantee Share	Total Amount
Full Time (1700 hrs): 12 Member(s) at a rate of 11800 each Members W/O allowance 0	58,384	83,216	141,600
1-Year Half Time (900 hours): 12 Member(s) at a rate of 6247 each Members W/O allowance 0	74,964	0	74,964
2-Year Half Time (1st Year): Member(s) at a rate of each Members W/O allowance	0	0	0

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2-Year Half Time (2nd Year): Member(s) at a rate of each Members W/O allowance	0	0	0
Reduced Half Time (675 hrs): Member(s) at a rate of each Members W/O allowance	0	0	0
Quarter Time (450 hrs): 8 Member(s) at a rate of 3123 each Members W/O allowance 0	24,984	0	24,984
Minimum Time (300 hrs): Member(s) at a rate of each Members W/O allowance	0	0	0
CATEGORY Totals	158,332	83,216	241,548

B. Member Support Costs

Purpose -Calculation	CNCS Share	Grantee Share	Total Amount
FICA for Members: 241,548 x .0765	0	18,478	18,478
Worker's Compensation: 241,548 x .00195	0	471	471
Health Care: Health Insurance (127.50 per month x 12 full-time members x 10 mos. = 15,300); Dental Insurance (19.19 per month x 12 full-time members x 10 mos. = 2,303)	0	17,603	17,603
CATEGORY Totals	0	36,552	36,552
SECTION Totals	158,332	119,768	278,100
PERCENTAGE	57%	43%	

Section III. Administrative/Indirect Costs

A. Corporation Fixed Percentage

Item -Calculation	CNCS Share	Grantee Share	Total Amount
Corporation Fixed Amount: 513,130 x .10	0	51,313	51,313
Commission Fixed Amount: 295,262 x .0105	3,100	0	3,100
CATEGORY Totals	3,100	51,313	54,413

B. Federally Approved Indirect Cost Rate

Calculation -Cost Type - Rate Claimed -Cost Basis -Rate	CNCS Share	Grantee Share	Total Amount
CATEGORY Totals	0	0	0
SECTION Totals	3,100	51,313	54,413
PERCENTAGE	6%	94%	

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BUDGET Totals	298,390	269,181	567,571
PERCENTAGE	53%	47%	

Source of Funds

Section	Match Description	Amount	Type	Source
Source of Funds	Travis County	164,583	Cash	State/Local
	4H CAPITAL	47,785	In Kind	State/Local
	Austin Independent School District	5,500	In Kind	State/Local
	Travis County	51,313	In Kind	State/Local
Total Source of Funds		269,181		

ASSURANCES

As the duly authorized representative of the applicant, I certify, to the best of my knowledge and belief, that the applicant:

- Has the legal authority to apply for federal assistance, and the institutional, managerial, and financial capability (including funds sufficient to pay the non-federal share of project costs) to ensure proper planning, management, and completion of the project described in this application.
- Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- Will establish safeguards to prohibit employees from using their position for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).
- Will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of disability (d) The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the National and Community Service Act of 1990, as amended; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.
- Will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C 276a and 276a-77), the Copeland Act (40 U.S.C 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), regarding labor standards for Federally assisted construction sub-agreements.
- Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires the recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C 1451 et seq.); (f) conformity of federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
- Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16U.S.C. 469a-1 et seq.).
- Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

- Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
- Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
- Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984, as amended, and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations.
- Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, application guidelines, and policies governing this program.

For AmeriCorps State and National Applicants ONLY

*If you are not applying for a grant through AmeriCorps*State and National, you may ignore this section.*

- Will comply with all rules regarding prohibited activities, including those stated in applicable Notice, grant provisions, and program regulations, and will ensure that no assistance made available by the Corporation will be used to support any such prohibited activities.
- Will comply with the nondiscrimination provisions in the national service laws, which provide that an individual with responsibility for the operation of a project or program that receives assistance under the national service laws shall not discriminate against a participant in, or member of the staff of, such project or program on the basis of race, color, national origin, sex, age, political affiliation, disability, or on the basis of religion. (NOTE: the prohibition on religious discrimination does not apply to the employment of any staff member paid with non-Corporation funds or paid with Corporation funds but employed with the organization operating the project prior to or on the date the grant was awarded. If your organization is a faith-based organization that makes hiring decisions on the basis of religious belief, your organization may be entitled, under the Religious Freedom Restoration Act, 42 U.S.C. § 2000bb, to receive federal funds and yet maintain that hiring practice, even though the national service legislation includes a restriction on religious discrimination in employment of staff hired to work on a Corporation-funded project and paid with Corporation grant funds. (42 U.S.C. §§ 5057(c) and 12635(c)). For the circumstances under which this may occur, please see the document "Effect of the Religious Freedom Restoration Act on Faith-Based Applicants for Grants" on the Corporation's website at: <http://www.usdoj.gov/archive/fbci/effect-rfra.pdf>.
- Will comply with all other federal statutes relating to nondiscrimination, including any self-evaluation requirements. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps (d) The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; and (i) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- Will provide, in the design, recruitment, and operation of any AmeriCorps program, for broad-based input from – (1) the community served, the municipality and government of the county (if appropriate) in which the community is located, and potential participants in the program; and (2) community-based agencies with a demonstrated record of experience in providing services and local labor organizations representing employees of service sponsors, if these entities exist in the area to be served by the program;
- Will, prior to the placement of participants, consult with the appropriate local labor organization, if any, representing employees in the area who are engaged in the same or similar work as that proposed to be carried out by an AmeriCorps program, to ensure compliance with the nondisplacement requirements specified in section 177 of the NCSA;
- Will, in the case of an AmeriCorps program that is not funded through a State, consult with and coordinate activities with the State Commission for the state in which the program operates.
- Will ensure that any national service program carried out by the applicant using assistance provided under section 121 of the National and Community Service Act of 1990 and any national service program supported by a grant made by the applicant using such assistance will address unmet human, educational, environmental, or public safety needs through services that provide a direct benefit to the community in which the service is performed;
- Will comply with the nonduplication and nondisplacement requirements set out in section 177 of the National and Community

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Service Act of 1990, and in the Corporation's regulations at § 2540.100;

- Will comply with the grievance procedure requirements as set out in section 176(f) of the National and Community Service Act of 1990 and in the Corporation's regulations at 45 CFR § 2540.230;
- Will provide participants in the national service program with the training, skills, and knowledge necessary for the projects that participants are called upon to perform;
- Will provide support services to participants, such as information regarding G.E.D. attainment and post-service employment, and, if appropriate, opportunities for participants to reflect on their service experiences;
- Will arrange for an independent evaluation of any national service program carried out using assistance provided to the applicant under section 121 of the National and Community Service Act of 1990 or, with the approval of the Corporation, conduct an internal evaluation of the program;
- Will apply measurable performance goals and evaluation methods, which are to be used as part of such evaluation to determine the program's impact on communities and persons served by the program, on participants who take part in the projects, and in other such areas as required by the Corporation;
- Will ensure the provision of a living allowance and other benefits to participants as required by the Corporation;
- Has not violated a Federal criminal statute;
- If a state applicant, will ensure that the State subgrants will be used to support national service programs selected by the State on a competitive basis;
- If a state applicant, will seek to ensure an equitable allocation within the State of assistance and approved national service positions, taking into consideration such factors as the locations of the programs, population density, and economic distress;
- If a state applicant, will ensure that not less than 60% of the assistance will be used to make grants to support national service programs other than those carried out by a State agency, unless the Corporation approves otherwise.

For Learn and Serve America Applicants ONLY

If you are not applying for a grant through Learn and Serve America, you may disregard this section.

- Will keep such records and provide such information to the Corporation with respect to the programs as may be required for fiscal audits and program evaluation.
- Will comply with the nonduplication, nondisplacement, and grievance procedure requirements of 45 CFR Part 2540.
- Will, in the case of a grantmaking entity, local partnership or local educational agency applying for a school-based grant, develop an age-appropriate learning component for participants in the program that includes a chance for participants to analyze and apply their service experiences.
- Will, except for a state educational agency or Indian tribe applying for a school-based grant, prior to the placement of a participant, consult with the appropriate local labor organization, if any, representing employees in the area who are engaged in the same or similar work as that proposed to be carried out by the program, to prevent the displacement and protect the rights of those employees.
- Will, in the case of a local partnership applying for a school-based grant from the Corporation, ensure that the LEA will serve as the fiscal agent.

CERTIFICATIONS

Certification – Debarment, Suspension, and Other Responsibility Matters

This certification is required by the government-wide regulations implementing Executive Order 12549, Debarment and Suspension, 2 CFR Part 180, Section 180.335, *What information must I provide before entering into a covered transaction with a Federal agency?*

As the duly authorized representative of the applicant, I certify, to the best of my knowledge and belief, that neither the applicant nor its principals:

- Is presently excluded or disqualified;
- Has been convicted within the preceding three years of any of the offenses listed in § 180.800(a) or had a civil judgment rendered against it for one of those offenses within that time period;
- Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission or any of the offenses listed in § 180.800(a); or
- Has had one or more public transactions (Federal, State, or local) terminated within the preceding three years for cause or default.

Certification – Drug Free Workplace

This certification is required by the Corporation's regulations implementing sections 5150-5160 of the Drug-Free Workplace Act of 1988 (P.L. 100-690), 45 CFR Part 2545, Subpart B. The regulations require certification by grantees, prior to award, that they will make a good faith effort, on a continuing basis, to maintain a drug-free workplace. The certification set out below is a material representation of fact upon which reliance will be placed when the agency determines to award the grant. False certification or violation of the certification may be grounds for suspension of payments, suspension or termination of grants, or government-wide suspension or debarment (see 2 CFR Part 180, Subparts G and H).

As the duly authorized representative of the grantee, I certify, to the best of my knowledge and belief, that the grantee will provide a drug-free workplace by:

- A. Publishing a drug-free workplace statement that:
 - a. Notifies employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace;
 - b. Specifies the actions that the grantee will take against employees for violating that prohibition; and
 - c. Informs employees that, as a condition of employment under any award, each employee will abide by the terms of the statement and notify the grantee in writing if the employee is convicted for a violation of a criminal drug statute occurring in the workplace within five days of the conviction;
- B. Requiring that a copy of the statement described in paragraph (A) be given to each employee who will be engaged in the performance of any Federal award;
- C. Establishing a drug-free awareness program to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The grantee's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that the grantee may impose upon them for drug abuse violations occurring in the workplace;
- D. Providing us, as well as any other Federal agency on whose award the convicted employee was working, with written notification within 10 calendar days of learning that an employee has been convicted of a drug violation in the workplace;
- E. Taking one of the following actions within 30 calendar days of learning that an employee has been convicted of a drug violation in the workplace:
 - a. Taking appropriate personnel action against the employee, up to and including termination; or
 - b. Requiring that the employee participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- F. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A) through (E).

Certification - Lobbying Activities

As required by Section 1352, Title 31 of the U.S. Code, as the duly authorized representative of the applicant, I certify, to the best of my knowledge and belief, that:

- No federal appropriated funds have been paid or will be paid, by or on behalf of the applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer of Congress in connection with the awarding of any federal contract, the making of any federal loan, the entering into of any cooperative agreement, or modification of any federal contract, grant, loan, or cooperative agreement;
- If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the applicant will submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- The applicant will require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients will certify and disclose accordingly.

Certification - Grant Review Process (State Commissions Only)

I certify that in conducting our review process, we have ensured compliance with the National and Community Service Act of 1990, the Corporation's peer review requirements, and all state laws and conflict of interest rules.

For AmeriCorps State and National Applicants ONLY

*If you are not applying for a grant through AmeriCorps*State and National, you may ignore this section.*

Erroneous certification or assurance

The assurances and certifications are material representations of fact upon which we rely in determining whether to enter into this transaction. If we later determine that you knowingly submitted an erroneous certification or assurance, in addition to other remedies available to the federal government, we may terminate this transaction for cause or default.

Notice of error in certification or assurance

You must provide immediate written notice to us if at any time you learn that a certification or assurance was erroneous when submitted or has become erroneous because of changed circumstances.

Definitions

The terms "debarment", "suspension", "excluded", "disqualified", "ineligible", "participant", "person", "principal", "proposal", and "voluntarily excluded" as used in this document have the meanings set out in 2 CFR Part 180, subpart I, "Definitions." A transaction shall be considered a "covered transaction" if it meets the definition in 2 CFR part 180 subpart B, "Covered Transactions."

Assurance requirement for subgrant agreements

You agree by submitting this proposal that if we approve your application you shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by us.

Assurance inclusion in subgrant agreements

You agree by submitting this proposal that you will obtain an assurance from prospective participants in all lower tier covered transactions and in all solicitations for lower tier covered transactions that the participants are not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction.

Assurance of subgrant principals

You may rely upon an assurance of a prospective participant in a lower-tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless you know that the assurance is erroneous. You may decide the method and frequency by which you determine the eligibility of your principals. You may, but are not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

Non-assurance in subgrant agreements

If you knowingly enter into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, we may terminate this transaction for cause or default.

Prudent person standard

Nothing contained in the aforementioned may be construed to require establishment of a system of records in order to render in good faith the assurances and certifications required. Your knowledge and information is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.



PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

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

MEMORANDUM

TO: Commissioners Court *Travis R. Gatlin*
FROM: Travis R. Gatlin, Sr. Planning and Budget Analyst
DATE: January 6, 2010
RE: HHS & VS Request to continue funding the Comprehensive Energy Assistance Program (CEAP) with internal resources until a fully executed contract is received from the grantor

Health and Human Services and Veterans Service requests the Commissioners Court approve the internal funding of the Comprehensive Energy Assistance Grant Program until a fully executed contract is obtained from the Texas Department of Housing and Community Affairs. CEAP provides resources for utility assistance and the repair or replacement of household appliances for qualified low income residents. Once received, the grant contract term will be from January 1, 2010 to December 31, 2010.

Travis County has received this grant for many years, and it is very likely that the County will receive this grant again for FY 10. However this grant has a long history of delays in receiving a fully executable contract and has often required the County to continue the program with County funds until the contract became available. The department has been working with the grantor on contract language issues and has recently been informed that the pending issues have been resolved. The department anticipates it will receive the contract in the near future.

This is not a traditional permission to continue grant item since there are no FTE budgeted for the grant. An estimated \$430,000 in existing internal operating funds is being requested to be redirected by the department in order to continue the program until the FY 10 contract is in place. Once in place, the expenditures made before the contract is executed will be reclassified and the General Fund will be reimbursed for the appropriate expenditures. The department is requesting to temporarily reallocate \$400,000 from the Emergency Services Program, which provides rent/mortgage, food, prescription, utility, and indigent burial assistance and \$30,000 from the Housing Services Program. Due to the size of the internal reallocation from the department's existing Emergency Services Program General Fund Budget, the department may need to return to the Commissioners Court with

additional internal funding options for the Emergency Services Program and CEAP should there be unforeseen delays in receiving the contract.

The department recently provided the Commissioners Court with a presentation on the impact of the economic downturn on the Emergency Services Program and there is a likely potential that additional resources beyond the existing program budget will be required by the end of the fiscal year. The department and PBO are refining expenditure projections for the program and developing internal reallocation recommendations that will be included in a future update to the Commissioners Court. At this time it is believed that the increased expenditures within the Emergency Services Program can be accommodated by reallocating resources within the overall budget of the department.

PBO recommends Commissioner Court approval of this request to avoid a gap in service.

cc: Sherri Fleming, Health and Human Services and Veterans Services
Kathleen Haas, Health and Human Services and Veterans Services
Lisa Sindermann, Health and Human Services and Veterans Services
Kimberly Walton, Travis County Auditor's Office
Ellen Heath, Travis County Auditor's Office
Mary Etta Gerhardt, County Attorney's Office
Rodney Rhoades, Planning and Budget Office
Leroy Nellis, Planning and Budget Office



RECEIVED

09 DEC 15 PM 3:46

TRAVIS COUNTY
PLANNING & BUDGET OFFICE

**TRAVIS COUNTY HEALTH and HUMAN SERVICES
and VETERANS SERVICE**

100 North I.H. 35
P. O. Box 1748
Austin, Texas 78767

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

Date: December 15, 2009

TO: MEMBERS OF THE COMMISSIONERS COURT

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

SUBJECT: Acceptance of the Request to use general fund operating allocations temporarily to continue services for the 2010 Comprehensive Energy Assistance Program (CEAP) from the Texas Department of Housing and Community Affairs

Proposed Motion: Consider and take appropriate action on the request to continue services of the Comprehensive Energy Assistance Program (CEAP) in the 2010 calendar year with internal HHSVS resources until a fully executed contract is obtained from the Texas Department of Housing and Community Affairs.

Program Summary: The department has requested permission to continue these services and use general fund operating resources for the past seven years regarding this grant program received from the Texas Department of Housing and Community Affairs. It has become necessary to implement this practice as historically the grant contract from the Texas Department of Housing and Community Affairs is not ready for execution until sometime in the first or second quarters of the new program period.

For the CEAP program, the delay in approving the contract would adversely impact residents seeking utility assistance in the winter months when they are experiencing an energy-related need and/or repair or replacement of the household appliances. The CEAP grant is one of the largest funding sources used for qualified residents of Travis County experiencing hardships due to rising energy costs and need. With the use of the departmental general fund operating resources over the past seven years, the

department has had the opportunity to assist clients following the guidelines of the CEAP program beginning in early January of each year. The general fund expenditures identified as CEAP are reclassified into grant expenses when there is a fully executed grant contract. In the current program year, funds from the CEAP grant were used to assist more than 4,417 households within Travis County to date.

Budgetary and Fiscal Impact: The department will reallocate a total of \$430,000 for this permission to use general fund which is estimated to continue services through May, 2010 based on the expenditure trend from the 2009 grant period which began slowly due to the length of obtaining an approved grant contract. There will be \$400,000 transferred from the Indigent Rent line item (001-5854-611-6241) into the general fund utility assistance line item (001-5854-611-6231) to maintain utility assistance for qualified clients per the 2010 CEAP guidelines. The department will also use approximately \$30,000 from the Housing Services line items of contracted services (001-5857-611-6277) and supplies (001-5857-611-6278). The \$30,000 represents a combined total of expenditures from these line items. This is needed to continue services for assisting clients with repair, replacement or retrofit of the household's heating and cooling appliances.

The estimated grant contract award for the 2010 grant period is over \$3.5 million. This is approximately 10% more than the contract award for the 2009 grant period. It is anticipated the 2010 CEAP contract will be available for approval by the end of March 2010. However as the negotiations with TDHCA continue to occur, it may be necessary to request an extension of the permission to use general funds depending on the length of contract negotiation and need for additional funding.

All of the appropriate general fund expenditures will be reclassified as CEAP grant expenditures when the grant budget is established by the County Auditors office, resulting in a zero impact on the general funds resources. No matching funds are required. The current contract period is from 01-01-09 and ends 12-31-09.

Issues and Opportunities: The department uses CEAP funds for direct assistance for qualified clients in Travis County, allowable administrative and case management costs, and allowable direct services support costs for outreach. The grant allows the department to provide assistance to clients who are experiencing an energy-related hardship. This program is designed to assist clients in obtaining energy self-sufficiency and is consistent with the goal of the Travis County Health and Human Services and Veterans Service Department.

cc: Rodney Rhoades, Executive Manager, Planning and Budget Office
Travis Gatlin, Budget Analyst, Planning and Budget Office
Susan A. Spataro, CPA, CMA, Travis County Auditor
Jose Palacios, Chief Assistant County Auditor
Ellen Heath, Financial Analyst III, County Auditors Office
Cyd Grimes, CPM, Travis County Purchasing Agent
Mary Etta Gerhardt, Assistant County Attorney

Andrea Colunga Bussey, Division Director, Family Support Services

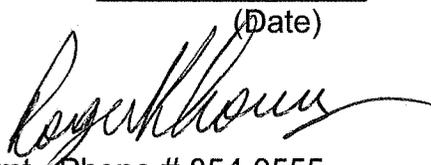
9

Travis County Commissioners Court Agenda Request

Voting Session January 19, 2010
(Date)

Work Session _____
(Date)

I. Request made by:



Roger A. El-Khoury, M.S., P.E., Director, Facilities Mgmt. Phone # 854-9555
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 \$831,839.27, for the period of January 1, 2010 to January 7, 2010.

Approved by: _____
Signature of Commissioner or County Judge

II. Additional Information:

- A. Backup memorandum is attached.
- B. Affected agencies and officials.

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)

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COUNTY JUDGES OFFICE
10 JAN 12 AM 11:51

TRAVIS COUNTY
RECOMMENDATION FOR TRANSFER OF FUNDS

DATE: January 19, 2010

TO: Members of the Travis County Commissioners Court

FROM: Dan Mansour, Risk Manager

COUNTY DEPT. Human Resources Management Department (HRMD)

DESCRIPTION: United Health Care (UHC) (The Third Party Administrator for Travis County's Hospital and Self Insurance Fund) has requested reimbursement for health care claims paid on behalf of Travis County employees and their dependents.

PERIOD OF PAYMENTS MADE: January 1, 2010 to January 7, 2010

REIMBURSEMENT REQUESTED FOR THIS PERIOD: \$831,839.27

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 \$831,839.27.

Please see the attached reports for supporting detail information.

TRAVIS COUNTY
HOSPITAL AND INSURANCE FUND
SUPPORTING DETAIL FOR THE
WEEKLY REIMBURSEMENT REQUEST TO
COMMISSIONERS COURT
FOR THE PAYMENT PERIOD
JANUARY 1, 2010 TO JANUARY 7, 2010

- 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: January 19, 2010
 TO: Susan Spataro, County Auditor
 FROM: Dan Mansour, Risk Manager
 COUNTY DEPT. Human Resources Management Department (HRMD)

United Health Care (UHC) (Travis County's Third Party Administrator for our Self Insured Health Care Fund) has requested reimbursement for health care claim payments made on behalf of Travis County employees and their dependents as follows:

PERIOD OF PAYMENTS PAID:
 FROM: January 1, 2010
 TO: January 7, 2010

REIMBURSEMENT REQUESTED: \$ 831,839.27

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*: bank withdrawal correction	\$ 1,404,712.10
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT: January 12, 2010	\$ (2,850.00)
Adjust to balance per UHC	\$ (570,023.00)
TOTAL REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**:	\$ 0.17
PAYMENTS DEEMED NOT REIMBURSABLE	\$ 831,839.27
TRANSFER OF FUNDS REQUESTED:	\$ -
	\$ 831,839.27

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

All claims over \$25,000 (1 this week totaling \$27,013.12) have been audited for data entry accuracy and the following information is correct for each claim audited: date of service, eligibility, nature of service, name of and amount billed by provider, amount billed by date and amount paid by UHC.

Fifteen percent (15%) of all claims under \$25,000 (\$74,273.56) have been audited for data entry accuracy and the following information is correct for each claim identified for this random review: date of service, eligibility, nature of service, name of and amount billed by provider, date and amount paid by UHC. Claims in this random audit met the above requirements but may qualify for more detailed analysis through other resources.

All claims have been reviewed to determine if they have exceeded the \$175,000 stop loss limit. For claims that have exceeded the limit, it has been verified that UHC has complied with the contract. This week credits for stop loss and other reimbursements totaled \$19,442.71.

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

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

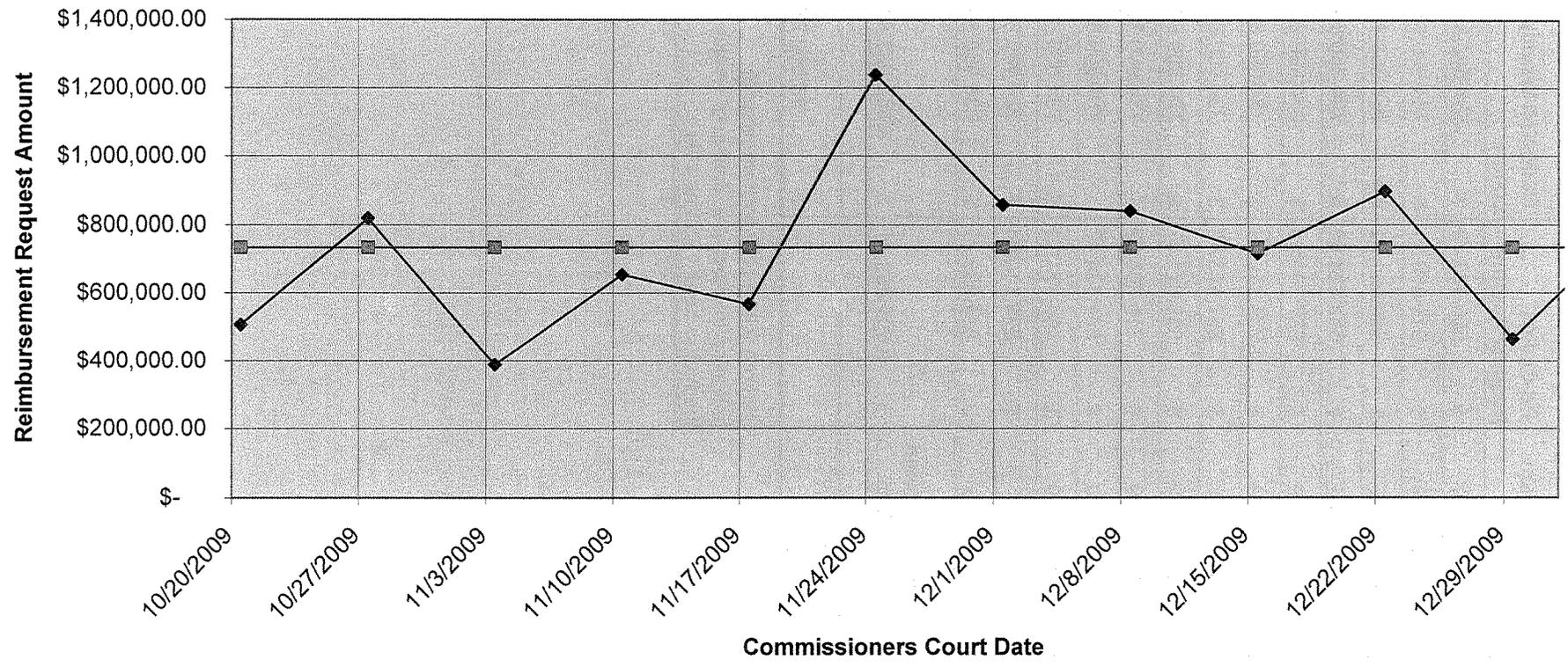
Dan Mansour 1-11-10
 Dan Mansour, Risk Manager Date

Cindy Purinton
 Cindy Purinton, Benefit Contract Administrator Date

Norman McRee 1/11/10
 Norman McRee, Financial Analyst Date

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

TRAVIS COUNTY BENEFIT PLAN FY10 PAID CLAIMS vs WEEKLY CLAIMS BUDGET OF \$734,980.88



**TRAVIS COUNTY EMPLOYEE BENEFIT PLAN
FY10 WEEKLY PAID CLAIMS VS WEEKLY BUDGETED AMOUNT**

Period	Voting Session Date	Pd Claims Request Amount	Budgeted Weekly Claims	# of Large Claims	Total of Large Claims
10/2/09-10/08/09	10/20/2009	\$ 506,983.79	\$ 734,980.88	2	\$ 84,160.90
10/9/09-10/15/09	10/27/2009	\$ 819,076.31	\$ 734,980.88	2	\$ 66,527.80
10/16/09-10/22/09	11/3/2009	\$ 388,581.81	\$ 734,960.88	2	\$ 81,663.47
10/23/09-10/29/09	11/10/2009	\$ 653,822.83	\$ 734,960.88	2	\$ 58,028.60
10/30/09-11/5/09	11/17/2009	\$ 567,206.00	\$ 734,960.88	0	\$ -
11/6/09-11/12/09	11/24/2009	\$ 1,238,417.14	\$ 734,960.88	3	\$ 185,593.04
11/13/09-11/19/09	12/1/2009	\$ 857,273.45	\$ 734,960.88	3	\$ 185,891.08
11/20/09-11/26/09	12/8/2009	\$ 839,621.97	\$ 734,960.88	2	\$ 55,007.00
11/27/09-12/03/09	12/15/2009	\$ 715,804.02	\$ 734,960.88	4	\$ 148,691.08
12/04/09-12/10/09	12/22/2009	\$ 897,384.47	\$ 734,960.88	4	\$ 202,013.76
12/11/09-12/17/09	12/29/2009	\$ 464,771.71	\$ 734,960.88	0	\$ -
12/18/09-12/24/09	1/5/2010	\$ 829,110.94	\$ 734,960.88	1	\$ 28,410.00
1/1/10-1/7/10	1/19/2010	\$ 831,839.27	\$ 734,960.88	1	\$ 74,273.56
	Paid and Budgeted Claims - to date	\$ 9,609,893.71	\$ 9,554,531.44		
	Amount Under Budget		\$ 55,362.27		
		Not predictive of impact on reserve, intended to show relationship of weekly budget to weekly claims cost.			

UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2010_01_07

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	-171.45	NN	1643736	AA		5	1/7/2010	200	1/4/2010	1/7/2010
701254	632	-176.13	NN	937739	AE		6	1/7/2010	200	1/4/2010	1/7/2010
701254	632	-206.59	NN	971749	AH		7	1/7/2010	200	1/4/2010	1/7/2010
701254	632	-217.44	NN	1008066	AA		1	1/7/2010	200	1/4/2010	1/7/2010
701254	632	-254	NN	1643742	AA		5	1/7/2010	200	1/4/2010	1/7/2010
701254	632	-256.93	NN	1461491	AA		6	1/7/2010	200	1/4/2010	1/7/2010
701254	632	-333.85	NN	1639462	AE		9	1/7/2010	200	1/4/2010	1/7/2010
701254	632	-334.35	NN	1737665	AH		8	1/7/2010	200	1/4/2010	1/7/2010
701254	632	-388.89	NN	1786577	AH		5	1/7/2010	200	1/4/2010	1/7/2010
701254	632	-397.16	NN	1508164	AH		8	1/7/2010	200	1/4/2010	1/7/2010
701254	632	-400.74	NN	1878787	AH		1	1/7/2010	200	1/4/2010	1/7/2010
701254	632	-417.23	NN	1245495	AA		5	1/7/2010	200	1/4/2010	1/7/2010
701254	632	-423.14	NN	1030416	AH		5	1/7/2010	200	1/4/2010	1/7/2010
701254	632	-521.02	NN	1852076	AI		11	1/7/2010	200	1/4/2010	1/7/2010
701254	632	-564.58	NN	1645696	AH		5	1/7/2010	200	1/4/2010	1/7/2010
701254	632	-637.57	RE	32923795	AA		1	12/25/2009	50	1/4/2010	1/7/2010
701254	632	-1215.98	NN	SSN0000C	AL		0	12/28/2009	600	1/4/2010	1/7/2010
701254	632	-1247.73	NN	1102213	AH		8	1/7/2010	200	1/4/2010	1/7/2010
701254	632	-5810.8	RB	46109681	AH		5	12/25/2009	50	1/4/2010	1/7/2010

831,839.27

Travis County Hospital and Insurance Fund - County Employees

UHC Payments Deemed Not Reimbursable

For the payment week ending: 01/07/2010

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

Travis County - Hospital and Self Insurance Fund (526)
Journal Entry for the Reimbursement to United Health Care

 For the payment week ending: 1/7/2010

TYPE	MEMBER TYPE	TRANS_AMT
<i>CEPO</i>		
	EE	
	526-1145-522.45-28	126,014.86
	RR	
	526-1145-522.45-29	17,489.97
Total CEPO		\$143,504.83
<i>EPO</i>		
	EE	
	526-1145-522.45-20	170,172.34
	RR	
	526-1145-522.45-21	39,870.52
Total EPO		\$210,042.86
<i>PPO</i>		
	EE	
	526-1145-522.45-25	412,344.84
	RR	
	526-1145-522.45-26	65,946.74
Total PPO		\$478,291.58
Grand Total		\$831,839.27

10

Travis County Commissioners Court Agenda Request

Voting Session 1/19/10
(Date)

Work Session _____
(Date)

I. Request made by:



Roger A. El Khoury, M.S., P.E., Director, Facilities Management Phone # 854-4579
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

Routine Personnel Actions

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

II. Additional Information

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

III. Required Authorizations: Please check if applicable:

_____ Planning and Budget Office (854-9106)

_____ Human Resources Management Department (854-9165)

_____ Purchasing Office (854-9700)

_____ County Attorney's Office (854-9415)

_____ County Auditor's Office (854-9125)



HRMD

Human Resources Management Department

1010 Lavaca Street, 2nd Floor

• P.O. Box 1748

• Austin, Texas 78767

• (512) 854-9165 / FAX(512) 854-4203

January 19, 2010

ITEM # :

DATE: January 8, 2010

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

FROM: Todd L. Osburn, Compensation Manager, HRMD

SUBJECT: Weekly Personnel Amendments

Attached are Personnel Amendments for Commissioners Court approval.

Routine Personnel Actions – Pages 2 – 4.

If you have any questions or comments, please contact Todd L. Osburn at 854-2744.

RAE/TLO/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
Juvenile Probation	68	Juvenile Probation Ofcr I**	14 / Level 1 / \$32,510.40	14 / Level 1 / \$32,510.40
* Temporary to Regular			** Actual vs Authorized	

TEMPORARY APPOINTMENTS					
Dept.	Slot	Position Title	Dept. Requests Grade/Salary	HRMD Recommends Grade/Salary	**Temporary Status Type Code
District Atty	50015	Law Clerk II	18 / \$19.88	18 / \$19.88	05
Fac Mgmt	50081	Custodian	5 / \$10.00	5 / \$10.00	05
**Temporary Status Type Codes: (Temporary less than 6 mos. = 02) (Project Worker more than 6 mos. = 05, includes Retirement Benefits).					

CAREER LADDERS – NON-POPS						
Dept.	Slot	Current Position Title/Grade	New Position Title/Grade	Current Annual Salary	Proposed Annual Salary	Comments Current HRMD Practice
District Atty	142	Attorney III* / Grd 24	Attorney IV* / Grd 26	\$62,086.34	\$71,084.42	Career Ladder. Pay is at minimum of pay grade.
PBO	2	Budget Analyst II* / Grd 18	Budget Analyst III* / Grd 20	\$50,852.52	\$55,937.77	Career Ladder. Pay is between min and midpoint of pay grade.
* Actual vs Authorized						

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PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS				
Dept. (From)	Slot – Position Title – Grade – Salary	Dept. (To)	Slot – Position Title – Grade – Salary	Comments
District Atty	Slot 42 / Attorney VI / Grd 28 / \$88,500.90	District Atty	Slot 11 / Attorney VI* / Grd 28 / \$88,500.90	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
District Atty	Slot 146 / Attorney VII / Grd 29 / \$108,613.89	District Atty	Slot 277 / Attorney VII / Grd 29 / \$108,613.89	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
District Atty	Slot 175 / Office Specialist / Grd 10 / Part-time \$16,861.00	District Atty	Slot 278 / Legal Secretary / Grd 15 / Part-time \$26,083.20	Promotion. Pay is between min and midpoint of pay grade. Part-time hours increase (25 hrs to 30 hrs).
District Atty	Slot 221 / Attorney VII / Grd 29 / \$99,720.47	District Atty	Slot 146 / Attorney VII / Grd 29 / \$99,720.47	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
District Atty	Slot 227 / Attorney VII / Grd 29 / \$98,485.49	District Atty	Slot 42 / Attorney VI / Grd 28 / \$93,561.22	Employee demoted from pay grade 29 to 28. HRMD reviewed supporting documents. Pay is between min and midpoint of pay grade.
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 90 days to end on or before 3/31/10.
* Actual vs Authorized				

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FY 10 TEMPORARY SLOT STATUS CODE CONVERSION FROM TEMPORARY EMPLOYEES "02" TO PROJECT WORKERS "05"

Dept.	Slot	Actual Position Title
HHS	50246	Executive Asst

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

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST



Roger A. El Khoury

Voting Session: January 19, 2010

I. A. Request made by: Roger A. El Khoury, M.S., P.E., Director, FMD Phone # 854-4579
(Elected Official/Appointed Official/Executive Manager/County Attorney)

B. Requested text:

Consider and take appropriate action on request from Quinceañeras Magazine for a non-standard fee for use of the Exposition Center Banquet Hall on January 31, 2010 for their Quinceañeras Expo.

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:

Amy Draper, CPA, Sr. Financial Analyst, Facilities Management Department (4-9040)
Michael Norton, Exposition Center Director, Facilities Management Department (4-4900)

III. Required Authorizations: Please check if applicable.

- Planning and Budget Office (854-9106)
- Additional funding for any department or for any purpose
- Transfer of existing funds within or between any line item
- Grant

- Human Resources Department (854-9165)
- Change in your department's personnel (reorganization, restructuring etc.)

- Purchasing Office (854-9700)
- Bid, Purchase Contract, Request for Proposal, Procurement

- County Attorney's Office (854-9415)
- Contract, Agreement, Policy & Procedure

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COUNTY JUDGES OFFICE
10 JAN 12 AM 11:51



FACILITIES MANAGEMENT DEPARTMENT

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

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

MEMORANDUM

FMD Project: Exposition Center

FILE: 101

TO: Members of the Commissioners Court

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

DATE: January 12, 2010

SUBJECT: Exposition Center – Non-standard Fee Request
Quinceañeras Expo – January 31, 2010

A handwritten signature in black ink, appearing to read "Roger El Khoury", with a long, sweeping underline.

Proposed Motion:

Consider and take appropriate action on request from Quinceañeras Magazine for a non-standard fee for use of the Exposition Center Banquet Hall on January 31, 2010 for their Quinceañeras Expo.

Summary and Staff Recommendation:

Facilities Management Department (FMD) recommends approval of non-standard fee contract with Quinceañeras Magazine to conduct their Quinceañeras Expo on January 31, 2010 at the Exposition Center Banquet Hall. The request is to substitute advertising in the magazine for 50% of the fee for the rental of the Banquet Hall. The magazine will provide the Exposition Center with a full page of advertisement in their bi-annual magazine (published rate \$1,800 value) for a reduction of \$900 (50%) of the standard daily fee for rental of the Banquet Hall. Magazine will pay \$900 reduced rental fee for the use of the hall on January 31, 2010. Mr. Norton has discussed this proposal with the requester and FMD concurs.

Budgetary and Fiscal Impact:

FY 10 Budget impact: None, \$900 reduction in Exposition Center revenue for rental of Banquet Hall would be offset by \$1,800 value of advertisement

Background:

Quinceañeras and Sweet 16's are recurring events at the Exposition Center. The proposed agreement will provide the County with \$1,800 of advertisement for these type events in the

Quinceañeras Magazine for only \$900 reduction in their rental fee. In addition to the reduced rate advertisement, the Exposition Center will also be showcased at the event on January 31st, giving exposure of our venue to a new demographic of party planners who may not be aware of the space, location and amenities offered by the Travis County Exposition Center for these type events.

Required Authorizations:

Legal: N/A

Budget: N/A

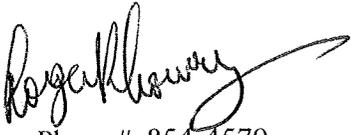
Purchasing: N/A

Exhibit:

Travis County Exposition Center License Agreement – Quinceañeras Magazine

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

12



Voting Session: January 19, 2010

I. A. Request made by: Roger A. El Khoury, M.S., P.E., Director, FMD Phone # 854-4579
(Elected Official/Appointed Official/Executive Manager/County Attorney)

B. Requested text:

Consider and take appropriate action on requests from:

- A. The Special Olympics of Texas for reduced rental fee to use the Travis County Exposition Center (Main Arena) the evening of February 6, 2010; and
- B. The Austin Partners in Education for a reduced rental fee for use of the Travis County Exposition Center (Main Arena) during the daytime on same date of February 6, 2010.

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:

Amy Draper, CPA, Sr. Financial Analyst, Facilities Management Department (4-9040)
Michael Norton, Exposition Center Director, Facilities Management Department (4-4900)

III. Required Authorizations: Please check if applicable.

Planning and Budget Office (854-9106)
 _____ Additional funding for any department or for any purpose
 _____ Transfer of existing funds within or between any line item
 _____ Grant

Human Resources Department (854-9165)
 _____ Change in your department's personnel (reorganization, restructuring etc.)

Purchasing Office (854-9700)
 _____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)
 _____ Contract, Agreement, Policy & Procedure

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10 JAN 12 AM 11:51



FACILITIES MANAGEMENT DEPARTMENT

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

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

MEMORANDUM

FMD Project: Exposition Center

FILE: 101

TO: Members of the Commissioners Court

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

DATE: January 12, 2010

SUBJECT: Exposition Center – Non-standard Fee Requests
Special Olympics and Austin Partners in Education

Proposed Motion:

Consider and take appropriate action on requests from:

- A. The Special Olympics of Texas for reduced rental fee to use the Travis County Exposition Center (Main Arena) the evening of February 6, 2010; and
- B. The Austin Partners in Education for a reduced rental fee for use of the Travis County Exposition Center (Main Arena) during the daytime on same date of February 6, 2010.

Summary and Staff Recommendation:

Facilities Management Department (FMD) recommends approval of non-standard fee contracts for two organizations using the Exposition Center Main Arena on the same date, February 6, 2010. The Special Olympics of Texas has entered into a license to use the Banquet Hall on February 4th and 5th. They are asking for a reduced fee to use the Main Arena for their night time "Victory Dance" on Saturday, February 6, 2010. However, the Austin Partners in Education are also requesting use of the Main Arena on the same day for their "Feria Para Aprender" event, which would occur earlier in the day on February 6, 2010. Mr. Norton, Exposition Center Director, has discussed these potentially conflicting events with both parties and has negotiated fees acceptable to both organizations for these events occurring in the Main Arena. FMD concurs that his proposed solution appears to be fair to both organizations and to the County, and therefore recommends approvals.

If approved, the Special Olympics organization would use the arena from 7:00 pm to 10:30 pm. They would pay a pro-rated seven hours at the published rate for this use totaling \$700. They would also pay the standard HVAC and janitorial fees for these hours of use.

Also if approved, the Austin Partners in Education would use the arena during the early morning hours and into the early afternoon, and vacate the facility in time to allow the Special Olympics organization to move in for their evening dance. Their fee for use of the arena would be reduced by \$700 to reflect the limit on the hours that the arena was available for their use. They would still pay the standard HVAC and janitorial fees for their hours of use. Net impact to the County from these two agreements would be a reduction of \$700 in the total rental income from the arena from \$3,000 for the full day to \$2,300 total rental for the two events. Both organizations have indicated that these arrangements and fees would be acceptable to them if approved by the Commissioners Court.

Budgetary and Fiscal Impact:

FY 10 Budget impact: Impact is \$700 reduction in Exposition Center revenue for rental of Main Arena.

Background:

The Special Olympics of Texas is a non-profit charity and this will be the first event they have sponsored at the Exposition Center venues. The Austin Partners in Education event "Feria Para Aprender" will focus on furthering education in the local Hispanic population and is also a new client for the Exposition Center. Both of these groups have indicated that they are interested in making the Exposition Center their home for their annual events.

Required Authorizations:

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

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

13



Voting Session: January 19, 2010

I. A. Request made by: Roger A. El Khoury, M.S., P.E., Director, FMD Phone # 854-4579
(Elected Official/Appointed Official/Executive Manager/County Attorney)

B. Requested text:

Consider and take appropriate action on request from the Austin Immigrant Rights Coalition to waive rental fees for their convention on immigrant integration that will be held at the Exposition Center Banquet Hall on February 20, 2010.

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:

Amy Draper, CPA, Sr. Financial Analyst, Facilities Management Department (4-9040)
Michael Norton, Exposition Center Director, Facilities Management Department (4-4900)

III. Required Authorizations: Please check if applicable.

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

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

County Attorney's Office (854-9415)

- _____ Contract, Agreement, Policy & Procedure

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10 JAN 12 PM 4:16



FACILITIES MANAGEMENT DEPARTMENT

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

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

MEMORANDUM

FMD Project: Exposition Center

FILE: 101

TO: Members of the Commissioners Court

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

DATE: January 12, 2010

SUBJECT: Exposition Center – Non-standard Fee Request
Austin Immigrant Rights Coalition

A handwritten signature in black ink, appearing to read "Roger A. El Khoury", is written over the "FROM:" line of the memorandum.

Proposed Motion:

Consider and take appropriate action on request from the Austin Immigrant Rights Coalition to waive rental fees for their convention on immigrant integration that will be held at the Exposition Center Banquet Hall on February 20, 2010.

Summary and Staff Recommendation:

Ms. Caroline Keating-Guerra with the Austin Immigrant Rights Coalition (AIRC) has requested waiving of fees for the rental of the Travis County Exposition Center Banquet Hall for their convention on immigrant integration that will be held on February 20, 2010. This request is at Exhibit One. Facilities Management Department (FMD) recommends approval of a non-standard fee contract that will reduce the Banquet Hall rental fee from \$1,800 for the event to \$900. This 50% reduction would be in line with previous Commissioners Court approved reductions in rental fees for non-profit organizations.

Budgetary and Fiscal Impact:

FY 10 Budget impact: Impact is \$900 reduction in Exposition Center revenue for rental of the Banquet Hall (50% reduction of rental fee). Total revenue after 50% facility rental discount is \$1,868.

Background:

The request at Exhibit One provides additional information regarding the event that will be held at the Exposition Center Banquet Hall. AIRC has paid a deposit of \$553.60 to reserve the venue and date. AIRC is a non-profit organization.

Required Authorizations:

Legal: N/A

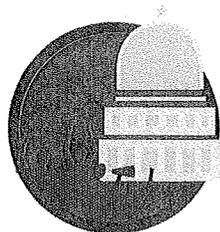
Budget: N/A

Purchasing: N/A

Exhibit:

1. AIRC letter, dated 1/12/10

AUSTIN IMMIGRANT RIGHTS COALITION



COALICIÓN POR DERECHOS DE LOS INMIGRANTES DE AUSTIN

AIRC
1304 E. 6th Street, Suite 3
Austin, TX 78702
512-476-2472
info@austinirc.org
www.austinirc.org

Travis County Commissioners Court
314 W. 11th St., #520□
Austin, TX 78701

12 January 2010

To Whom It May Concern:

Immigrants in Texas represent 16 percent of the population, more than the national average of 12.5 percent. These men, women and children may not have been born in Texas, but they are proud Texans just the same. They are hard-working and law abiding families. Some of them are forced to live in the shadows by a broken immigration system that keeps them from contributing fully to their adopted country. The United States and Texas need a comprehensive immigration reform in 2010. It's good for the economy, good for security and good for families.

Community members, advocacy groups, elected officials and allies from all around Texas will convene in Austin at the Travis County Expo Center on February 20th for a convention on immigrant integration. At least 500 participants are expected. ***As hosts for the event, we kindly request a waiver for rental of the Banquet Hall, as we are a non-profit and have limited funds to put towards such events.***

Respectfully,

A handwritten signature in cursive script that reads "Caroline Keating-Guerra".

Caroline Keating-Guerra
Coordinator

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

14

Roger A. El Khoury

Voting Session: January 19, 2010

I. A. Request made by: Roger A. El Khoury, M.S., P.E., Director, FMD Phone # 854-4579
(Elected Official/Appointed Official/Executive Manager/County Attorney)

B. Requested text:

Consider and take appropriate action on requests from the National Guard Association of Texas (NGAT) and the Texas Military Forces (TXMF) for a reduced rental fee for their Rodeo that will be held at the Exposition Center on August 21, 2010.

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:

Amy Draper, CPA, Sr. Financial Analyst, Facilities Management Department (4-9040)
Michael Norton, Exposition Center Director, Facilities Management Department (4-4900)

III. Required Authorizations: Please check if applicable.

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

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

County Attorney's Office (854-9415)

- _____ Contract, Agreement, Policy & Procedure

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FACILITIES MANAGEMENT DEPARTMENT

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

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

MEMORANDUM

FMD Project: Exposition Center

FILE: 101

TO: Members of the Commissioners Court

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

DATE: January 12, 2010

SUBJECT: Exposition Center – Non-standard Fee Request
National Guard Association of Texas

A handwritten signature in black ink, reading "Roger A. El Khoury", is written over the "FROM:" line of the memorandum.

Proposed Motion:

Consider and take appropriate action on requests from the National Guard Association of Texas (NGAT) and the Texas Military Forces (TXMF) for a reduced rental fee for their Rodeo that will be held at the Exposition Center on August 21, 2010.

Summary and Staff Recommendation:

Facilities Management Department (FMD) recommends approval of a non-standard fee contract with NGAT and TXMF for their use of the entire Exposition Center venue on August 21, 2010. Mr. Robert Casias, Director of Meetings and Marketing for TGAT, contacted Facilities Management Department (FMD) and requested a 50% reduction in the rental fees associated with the use of the Travis County Exposition Center. FMD advised Mr. Casias that this item would be posted for the Commissioners Court for consideration. Mr. Casias responded that Ray Lindner, Executive Director, NGAT would be available to attend the Commissioners Court voting session on January 19, 2010 to respond to any questions on this request. FMD recommends the Commissioners Court consider approval of the request to reduce the fees for this high profile event.

Budgetary and Fiscal Impact:

FY 10 Budget impact: Impact is \$5,005 reduction in Exposition Center revenue for rental of all venues (50% reduction of rental fee instead of the standard 15% reduced rate for all venues). Total revenue after 50% facilities rental discount is \$18,725.

Background:

The National Guard Association of Texas (NGAT) and the Texas Military Forces (TXMF) will host the 132nd General Conference of the National Guard Association of the United States (NGAUS) in Austin, Texas, August 20-23, 2010. NGAUS is a nonpartisan national organization representing nearly 45,000 current and former officers of the Army and Air National Guard. Formed in 1878, NGAUS is focused on procuring better equipment, standardized training and a more combat-ready force by petitioning Congress for resources. The conference will bring over 5,000 Guard members from all 50 States, territories and the District of Columbia to Texas.

NGAT and TXMF want to make this a most enjoyable and memorable conference for all attendees. To this end, they are putting on a rodeo at the Travis County Exposition Center on August 21, 2010. This rodeo will take place during the Governor's Reception, which is the first event of the conference that brings all the attendees and guests together prior to the meeting. It is referred to as the Governor's Reception since the host state's governor attends and briefly speaks to the attendees. In addition, NGAT and TXMF will invite all members of the Texas congressional delegation, as well as both city and county leaders to this event. They expect an attendance of over 4,000 persons at the Rodeo.

Mr. Casias received the estimated cost of renting the entire Travis County Exposition Center. They are requesting a 50% discount on the rental rate associated with the rental of the Travis County Exposition Center for their event. Both NGAUS and NGAT are non-for-profit 501 (c) (3) associations. More than 85% of the National Guardsmen attending this conference will not be on travel orders and therefore will not be reimbursed for their travel, lodging or conference registration fees. This is the reason that they will only charge a conference registration fee of \$165 per attendee. This fee covers breakfasts, lunches, and one dinner during the four day conference. Furthermore, the event is closed to the public as a security measure since most of the senior leadership of the National Guard will be in attendance. As such, they cannot sell tickets to this event for the purpose of raising funds to cover expenses associated with the rental fees at the Travis County Exposition Center. They also expect to incur additional expenses for both table and chair rentals. They will be using the onsite catering company to provide a barbeque dinner for their guests.

Required Authorizations:

Legal: N/A

Budget: N/A

Purchasing: N/A

15

TRAVIS COUNTY COMMISSIONERS COURT
AGENDA REQUEST

Voting Session: JANUARY 19, 2010

- I. A. Request made by: DANNY HOBBY/EXECUTIVE MANAGER EMERGENCY SERVICES
Phone #: 854-4416
(Elected Official/Appointed Official/Executive Manager/County Attorney)
- B. Requested topic: CONSIDER AND TAKE APPROPRIATE ACTION REGARDING AN ORDER OF TRAVIS COUNTY COMMISSIONERS COURT AMENDING THE TRAVIS COUNTY CODE, CHAPTER 71 FIRE CODE.

C. Approved by: _____
Signature of Commissioner or Judge

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

III. Required Authorizations: Please check if applicable.

Planning and Budget Office (854-9106)
 _____ Additional funding for any department or for any purpose
 _____ Transfer of existing funds within or between any line item
 _____ Grant

Human Resources Department (854-9165)
 _____ Change in your department's personnel (reorganization, restructuring etc.)

Purchasing Office (854-9700)
 _____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)
 _____ Contract, Agreement, Policy & Procedure

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

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10 JAN 13 PM 1:13

TRAVIS COUNTY FIRE MARSHAL'S OFFICE

5555 AIRPORT BLVD., SUITE 400, AUSTIN, TEXAS 78751
P. O. BOX 1748, AUSTIN, TEXAS 78767
(512) 854-4621, FAX (512) 854-6471



MEMORANDUM

To: Travis County Commissioners Court

Through: Danny Hobby, Executive Manager, Emergency Services 

From: Hershel Lee, Travis County Fire Marshal

Date: January 12, 2010

Subject: Travis County Fire Code Fee Schedule Revision

This memorandum provides a follow-up to the discussion held on Tuesday, January 5, 2010 when this item was posted for consideration and action. A copy of the Order and a revised Fire Code Fee Schedule is attached. The Order states that the effective date for the new fee schedule will be February 15, 2010. A general description of the item will be provided again for your review along with responses to questions that were asked during the discussion in Court. Also, please see the attached memorandum from the County Attorney's Office (from Barbara Wilson) regarding legal questions raised during the discussion of this item.

The fire code fee schedule, Travis County Code Table 71-A, has not been revised since 2005 when International Fire Code 2003 was adopted as Travis County Fire Code.

The original fee schedule was a good starting place for adoption of the fire code but experience has shown us a few areas that are in need of revision.

Conversations with one commissioner have pointed out the need for a standardization of cost estimates for different types of construction and different occupancies. A proposal to include a cost estimate table is incorporated in my proposed new fee schedule.

Applicants have pointed out that the fees collected are greater than necessary for some types of structures, such as marinas, open air markets, etc. Statutory requirements of Local Government Code 233.065(d) state that fees "*must be reasonable and reflect the approximate cost of the inspection personnel, materials, and administrative overhead.*" The proposed fee schedule also covers this type of permitting situation.

The proposed fee schedule may increase revenues, but only slightly. If the revenue is increased it will be used for enforcement of the fire code.

Revisions made since the last discussion held on January 5, 1010:

- Added an effective date of February 15, 2010 in the Order.
- Corrected a format problem on page 1 of the Building Permits section that omitted language in the “For projects valued at \$5,000,000 or more...”
- Deleted the following words, “Group S-2 (Low hazard storage) type” from the Express Permit section to simplify language to allow broader designation of small structures.
- In each section added the title of the section on the Service Fees heading.
- Clarified language throughout certain sections regarding applicable per hour charges to incorporate travel time when calculating the fee.

Questions asked during the January 5, 2010 discussion:

Why have minimum charges and hourly rates throughout the sections?

RESPONSE: Our original adopting order (Section 71.053) requires the submission of an application, plans and fees. A minimum charge has been established for some applications. The minimum charge is based upon an estimated number of hours multiplied by the hourly rate of \$52.00. A minimum has been established for site plans. We will have at least four hours involved in the process in meetings, plans reviews, phone calls, submitting an approval letter, issuing a permit and keeping records. We often have to reject plans multiple times and end up with much more time involved. We have had a number of developers submit plans and then back out on the development after we have several hours involved in the review and permit process. The same is true with a Public Fireworks display. There are too many variables for different sites and shows. If we set one rate, small displays would pay more and larger displays would not pay for all the time involved. Establishing these minimums and hourly rates will apply the cost of fire code inspection and enforcement to those events and sites that cause the cost to occur.

What does the \$52.00 per hour cost involve and is it consistent for fees that include the \$52.00 and those that charge by the hour?

RESPONSE: The hourly rate is an estimate that covers salary, benefits, computer software, computer hardware, vehicle maintenance and administrative expenses such as copying, printing and office supplies.

Our system permits are based upon a multiple of the hourly rate. If the plans are done correctly and the system passes the first inspection, we are covered. If a re-inspection is required, the hourly rate will be applied.

The Building Permit is based upon an estimated cost of construction under the theory that the more expensive the project, the more time that will be incurred in review, permitting and inspection.

What happens if someone just comes in to talk about a project and do not leave plans, do they pay the minimum fee?

RESPONSE: Our office offers pre-development meetings on Tuesday mornings and Thursday afternoons. The fee schedule allows for two pre-development meetings to be conducted at no cost to the prospective developer. The theory behind the free time is to explain to the developer our requirements and thus we will receive a more complete set of plans. The better the plans, the shorter the review time.

Some individuals come in eight to ten times wanting assistance with design. A better approach is for them to hire a design professional to assist in the development of a project that complies with our code.

DAVID A. ESCAMILLA
COUNTY ATTORNEY

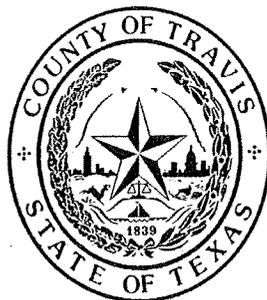
STEPHEN H. CAPELLE
FIRST ASSISTANT

JAMES W. COLLINS
EXECUTIVE ASSISTANT

314 W. 11TH, STREET
GRANGER BLDG., SUITE 420
AUSTIN, TEXAS 78701

P. O. BOX 1748
AUSTIN, TEXAS 78767

(512) 854-9513
FAX: (512) 854-4808



TRANSACTIONS DIVISION

JOHN C. HILLE, JR., DIRECTOR †

BARBARA J. WILSON

MARY ETTA GERHARDT

TAMARA ARMSTRONG

JAMES M. CONNOLLY

TENLEY A. ALDREDGE

JULIE JOE

DANIEL BRADFORD

*CHRISTOPHER GILMORE

† Member of the College
of the State Bar of Texas
*Board Certified
Commercial Real Estate Law
Texas Board of Legal Specialization

January 12, 2010

Commissioners Court
P. O. Box 1748
Austin, Texas 78767

Re: Legal Requirements related to hearing and delayed implementation of changes

Dear Members of the Court:

Chapter 233, Subchapter C, section 233.061 authorizes the Commissioners Court of a county with a population of more than 250,000 to adopt a fire code and rules necessary to administer and enforce it. Nothing in this section and subchapter requires any notice or any hearing before the court adopts a fire code or rules under it. As always, the Commissioners Court must comply with the provisions of the Open Meetings Act when acting under this subchapter but no special or additional notice is required.

Section 233.065 (a), (b), and (d) address setting fees. Subsection (a) allows the Commissioners Court to develop a fee schedule based on building type and set fees for inspection and the issuance of a building permit and final certificate of compliance. Subsection (b) states that the fees must be set in amounts necessary to cover the cost of administering and enforcing the fire code. Subsection (d) states that the fees for a fire code inspection must be reasonable and reflect the approximate cost of the inspection personnel, materials and administrative overhead. Nothing in this section or subchapter requires a delay in the implementation of these fees.

Sincerely,

Barbara Wilson
Assistant County Attorney

ORDER OF
TRAVIS COUNTY COMMISSIONERS COURT
AMENDING
TRAVIS COUNTY CODE, CHAPTER 71 FIRE CODE

STATE OF TEXAS §
COUNTY OF TRAVIS §

RECITALS

Texas Local Government Code, Chapter 233 authorizes counties to adopt a fire code and the regulations necessary to administer and enforce it, including requiring building permits.

The Commissioners Court adopted a fire code on February 1, 2005. The fire code requires permits for the construction of commercial establishments and public buildings in the unincorporated areas of Travis County, Texas, allows the County to impose standards to protect the health, safety, welfare and property of the general public, and governs the safe-guarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices and from conditions hazardous to life or property in the occupancy of buildings and premises in Unincorporated Travis County.

The Fire Code provides for the issuance of permits and collection of fees. The fees adopted were based on the type of building proposed and reflected the amount necessary to cover the cost of administering and enforcing the fire code. Section 71.054 of the Travis County Code attaches Table 71-A to Chapter 71, the Fire Code to establish the fees applicable to the services being requested which are to defray the reasonable costs of administering the Fire Code.

Since its original adoption, these fees have not been revised. Upon reviewing the current cost of administering and enforcing the fire code, the Fire Marshal has found that the fees stated in Table 71-A are no longer adequate to defray these costs. Texas Local Government Code, section 233.065 provides that the fees “must be set in amounts necessary to cover the cost of administering and enforcing” the fire code.

ORDER

Pursuant to Chapter 233 of the Texas Local Government Code and sections 1.0051 and 1.0052 of the Travis County Code, the Commissioners Court orders the following:

1. The Table 71-A, attached to Chapter 71, the Fire Code by section 71.054 (a) is deleted and the Table 71.A in the form attached to this order is adopted.

2. The fees in the form attached to this order are effective February 15, 2010.

Date of Order: _____

TRAVIS COUNTY COMMISSIONERS COURT

Samuel T. Biscoe, County Judge

Ron Davis
Commissioner, Precinct 1

Sarah Eckhardt
Commissioner, Precinct 2

Karen Huber
Commissioner, Precinct 3

Margaret Gómez
Commissioner, Precinct 4

TRAVIS COUNTY FIRE MARSHAL'S OFFICE

5555 AIRPORT BLVD., SUITE 400, AUSTIN, TEXAS 78751
(512) 854-4621, FAX (512) 854-6471

TABLE 71-A. FEES

BUILDING PERMITS		
Building Permit fees must be paid when the permit application is submitted. The Travis County Fire Marshal's Office can accept a business check, money order or cashier's check. Please make checks payable to the Travis County Fire Marshal's Office.		
PERMIT	SCOPE	PERMIT FEE
Building Permit	<p>A Building Permit is required to construct a new commercial or public structure in unincorporated Travis County. A Building Permit is required to substantially alter, enlarge, repair, move, remove, demolish or convert for use as a commercial establishment or public structure in unincorporated Travis County.</p> <p>The Valuation Table sets a standard for the cost basis of a project. The values in the 2003 International Code Council's Building Valuation Table are comparable to the costs of projects reviewed between 2007 and 2009 provided as an estimated cost of construction by applicants. Costs in subsequent Building Valuation Tables appear to overstate cost in Central Texas. The 2003 Building Valuation Table better reflects cost in Central Texas.</p>	<p>The fee is based on the total cost of the construction project using the 2003 International Code Council valuation data table attached at the end of Table 71-A.</p> <p><u>For projects valued at less than \$200,000</u>, the fee is \$750.00.</p> <p><u>For projects valued at \$200,000 but less than \$1,000,000</u>, the fee is \$750.00 for the first \$200,000 plus \$1.75 per \$1,000, or fraction thereof, for the value over \$200,000.</p> <p><u>For projects valued at \$1,000,000 but less than \$5,000,000</u>, the fee is \$2,700 for the first \$1,000,000 plus \$1.00 for every \$1,000, or fraction thereof, for the value over \$1,000,000.</p> <p><u>For projects valued at \$5,000,000 or more</u>, the fee is \$10,140 for first \$5,000,000 plus \$0.50 for every \$1,000, or fraction thereof, for the value over \$5,000,000.</p>
Special Project	A Building Permit is required to substantially alter, enlarge, repair, move, remove, demolish or convert for use a special project in unincorporated Travis County. Special projects include marinas, outdoor recreation areas, outdoor flea markets and similar facilities.	The fee is \$500.00 plus \$52.00 per hour for plans review and inspections. Travel time will be incorporated when calculating this fee.
Express Permit	An Express Permit covers the addition of small structures to a site with a previously issued permit.	The fee is \$100.00 per structure.
Site Plan	Review of a site plan which is not associated with a building permit.	\$52.00 per hour with a four hour minimum. Travel time will be incorporated when calculating this fee.

TRAVIS COUNTY FIRE MARSHAL'S OFFICE

5555 AIRPORT BLVD., SUITE 400, AUSTIN, TEXAS 78751
(512) 854-4621, FAX (512) 854-6471

TABLE 71-A. FEES

CONSTRUCTION PERMITS		
A construction permit is required for installation of, or modification to, the following systems. Permit fees must be paid when the permit application is submitted. The Travis County Fire Marshal's Office can accept a business check, money order or cashier's check. Please make checks payable to the Travis County Fire Marshal's Office.		
PERMIT	SCOPE	PERMIT FEE
Automatic Fire-Extinguishing Systems	An automatic fire-extinguishing system. An automatic fire-extinguishing system will include kitchen suppression systems, halon, dry chemical, wet chemical, clean agent and similar systems. A separate permit is required for each system.	\$260.00
Fire Alarm and Detection Systems	A fire alarm and detection system.	The fee is based upon the number of initiating or signaling devices included in the system. For systems with 100 or fewer devices, the fee is \$260.00. For systems with 101 or more devices the fee is \$260.00 plus \$0.50 for each device in excess of 100. The maximum fee is \$2,000.00
Fire Pump System	A fire pump system.	\$260.00
Fire Sprinkler System.	A fire sprinkler system. A system is defined as a single riser and control valve. Fire sprinklers associated with a kitchen suppression system shall be permitted as an automatic fire extinguishing system. Multiple fire sprinkler risers in multi-story buildings require multiple inspections.	The fee is based upon the number of sprinklers included in each riser/system. For risers/systems with 200 or fewer sprinklers the fee is \$260.00. For risers/systems with 201 or more sprinklers, the fee is \$260.00 plus \$0.50 for each sprinkler in excess of 200. The maximum fee is \$2,000.00 per system.
Fire Standpipe System	A fire standpipe system. Combination sprinkler/standpipe systems shall be permitted as a fire sprinkler system.	\$260.00

Updated 1-14-10 at 3:26pm
TRAVIS COUNTY FIRE MARSHAL'S OFFICE

5555 AIRPORT BLVD., SUITE 400, AUSTIN, TEXAS 78751
 (512) 854-4621, FAX (512) 854-6471

TABLE 71-A. FEES

CONSTRUCTION PERMITS, CONTINUED		
Private Water Supply	<p>A private fire protection water supply system. This permit applies to private fire hydrants and water storage tanks installed for private fire protection.</p> <p>When a commercial or public building is built without a public water supply utilizing dry hydrants, cisterns, tanks, etc. This fee is for reviewing plans for these systems and inspecting the system once the public water supply is installed.</p>	\$260.00
Underground Fire Line	<p>An underground fire line. An underground fire line is the underground piping associated with the installation of a fire sprinkler and/or standpipe system. Underground lines serving fire hydrants shall be permitted as a private water supply.</p> <p>A special license is required for installation of underground fire lines because above ground fire sprinklers and the underground fire lines are not always installed by the same installer because of license requirements or separate bids. In addition, an underground fire sprinkler line must be inspected before covered over and a two hour hydrostatic test is also required.</p>	\$260.00
Tank Installation	<p>An aboveground or underground storage tank designed to contain compressed gases, cryogenic fluids, flammable or combustible liquids, hazardous materials or LPG.</p>	\$260.00 for each tank or set of tanks located within a single containment system

TRAVIS COUNTY FIRE MARSHAL'S OFFICE

5555 AIRPORT BLVD., SUITE 400, AUSTIN, TEXAS 78751
(512) 854-4621, FAX (512) 854-6471

TABLE 71-A. FEES

CONSTRUCTION PERMIT SERVICE FEES

Service fees must be paid before the service is scheduled.
The Travis County Fire Marshal's Office can accept a business check, money order or cashier's check.
Please make checks payable to the Travis County Fire Marshal's Office.
Travel time is included in determining the service fees with a two hour minimum charge.

SERVICE	SCOPE	SERVICE FEE
After Hours Inspection	This fee covers inspections conducted at the request of a contractor, or owner's representative, at times other than normal working hours. Normal working hours range from 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding County holidays.	An after hours inspection is billed at \$78.00 per hour with a two hour minimum. Travel time will be incorporated when calculating this fee.
Duplicate Permit	This fee covers the issuance of duplicate permits	\$10.00
Pre-Development Review	A pre-development review includes meetings, site visits, and other functions conducted prior to formal submission of construction plans.	The first two pre-development functions will be conducted at no charge to the project. Additional meetings will be billed at \$52.00 per hour. Travel time will be incorporated when calculating this fee.
Reinspection	This fee covers reinspection of any building, or retest of any system, due to failure of the previous inspection or test. A reinspection will also be required when approved plans are not on-site at the time of the scheduled inspection.	Reinspections will be billed at \$52.00 per hour with a two hour minimum. Travel time will be incorporated when calculating this fee.
Rescheduling	This fee is required when an appointment for an inspection is cancelled less than 4 hours prior to the appointment time.	\$52.00
Standby Personnel	This fee covers the cost of providing standby personnel to perform fire watch and public safety functions.	Standby personnel scheduled during normal working hours will be billed at \$52.00 per hour with a two hour minimum. Standby personnel scheduled outside normal working hours will be billed at \$78.00 per hour with a two hour minimum. Travel time will be incorporated when calculating these fees.

TRAVIS COUNTY FIRE MARSHAL'S OFFICE

5555 AIRPORT BLVD., SUITE 400, AUSTIN, TEXAS 78751
(512) 854-4621, FAX (512) 854-6471

TABLE 71-A. FEES

INSPECTION FEES		
Inspection fees must be paid before the inspection is scheduled. The Travis County Fire Marshal's Office can accept a business check, money order or cashier's check. Please make checks payable to the Travis County Fire Marshal's Office.		
PERMIT	SCOPE	PERMIT FEE
Adoption	Inspection of a residence when required as a condition for adoption of a child or infant.	No fee for this inspection
Day Care	Inspection of a day care facility classified by the County Fire Code as either Educational or I-4 occupancy. This includes after-school, part-time and full-time facilities.	\$52.00 for a facility with an occupant load less than 50. \$104.00 for a facility with an occupant load of 50 or more.
Foster Care	Inspection of a residence when required as a condition for use as a foster home facility.	No fee for a facility with not more than 3 children in foster care \$52.00 for a facility with more than 3 children in foster care
Licensing	Inspection of a facility when required as a condition of a license not listed above and issued by a governmental agency.	\$104.00 for a facility with an occupant load less than 50 \$208.00 for a facility with an occupant load of 50 or more For a facility with an occupant load of 500 or more, or a facility with multiple buildings, the fee is determined by time required for the inspection at the rate of \$52.00 per hour with a four-hour minimum. Travel time will be incorporated when calculating this fee.
Requested	Requested inspection of a facility not addressed by another permit in this fee schedule.	\$104.00 for a facility with an occupant load less than 50 \$208.00 for a facility with an occupant load of 50 or more For a facility with an occupant load of 500 or more, or a facility with multiple buildings, the fee is determined by time required for the inspection at the rate of \$52.00 per hour with a four-hour minimum. Travel time will be incorporated when calculating this fee.

TRAVIS COUNTY FIRE MARSHAL'S OFFICE

5555 AIRPORT BLVD., SUITE 400, AUSTIN, TEXAS 78751
 (512) 854-4621, FAX (512) 854-6471

TABLE 71-A. FEES

INSPECTION SERVICE FEES		
Service fees must be paid before the service is scheduled. The Travis County Fire Marshal's Office can accept a business check, money order or cashier's check. Please make checks payable to the Travis County Fire Marshal's Office.		
SERVICE	SCOPE	SERVICE FEE
After Hours Inspection	This fee covers inspections conducted at the request of a contractor, or owner's representative, at times other than normal working hours. Normal working hours range from 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding County holidays.	An after hours inspection is billed at \$78.00 per hour with a two hour minimum. Travel time is incorporated when calculating this fee.
Duplicate Permit	This fee covers the issuance of duplicate permits	\$10.00
Reinspection	This fee covers reinspection of any building, or retest of any system, due to failure of the previous inspection or test. A reinspection will also be required when approved plans are not on-site at the time of the scheduled inspection.	Reinspections will be billed at \$52.00 per hour with a two hour minimum. Travel time is incorporated when calculating this fee.
Rescheduling	This fee is required when an appointment for an inspection is cancelled less than 4 hours prior to the appointment time.	\$52.00

TRAVIS COUNTY FIRE MARSHAL'S OFFICE

5555 AIRPORT BLVD., SUITE 400, AUSTIN, TEXAS 78751
(512) 854-4621, FAX (512) 854-6471

TABLE 71-A. FEES

OPERATIONAL PERMITS		
Permit fees must be paid when the permit application is submitted. The Travis County Fire Marshal's Office can accept a business check, money order or cashier's check. Please make checks payable to the Travis County Fire Marshal's Office.		
PERMIT	SCOPE	PERMIT FEE
Carnivals and Fairs	An operational permit is required to conduct a carnival or fair.	\$208.00
Public Fireworks Display	An operational permit is required to conduct a fireworks display. Plans must be reviewed, the site must be visited and approved and revisited immediately before the event. Records of the event and permitting must be maintained. Some public displays require a marshal or inspector on scene during the display.	The fee is determined by time required to issue the permit at the rate of \$52.00 per hour with a four-hour minimum. Travel time will be incorporated when calculating this fee.
Fireworks Stand	An operational permit is required to operate a fireworks stand.	\$208.00 per stand.
Special Event (Mass Gathering and Special Assignments)	An operational permit is required to conduct a special event. Special events include a mass gathering, as defined in the State of Texas Health and Safety Code, and other events where a public safety plan is required by the Fire Marshal.	The fee is determined by time required to issue the permit at the rate of \$52.00 per hour with a five-hour minimum. Inspection personnel required at the site for standby are billed at the rate \$52.00 per hour for regular duty and \$78.00 per hour for duty after hours. The hourly rate is applied for each inspector required for the event. Travel time will be incorporated when calculating these fees.
Special Permit	This fee covers the review and inspection of permitted activities not addressed elsewhere in this fee schedule.	\$208.00
Hazardous Materials	A Hazardous Materials facility or system.	\$300.00
Tank Abatement	To remove, or abandon in place, an aboveground or underground storage tank designed to contain compressed gases, cryogenic fluids, flammable or combustible liquids, hazardous materials or LPG.	\$52.00 per tank

TRAVIS COUNTY FIRE MARSHAL'S OFFICE

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TABLE 71-A. FEES

OPERATIONAL PERMIT SERVICE FEES		
Service fees must be paid before the service is scheduled. The Travis County Fire Marshal's Office can accept a business check, money order or cashier's check. Please make checks payable to the Travis County Fire Marshal's Office.		
SERVICE	SCOPE	SERVICE FEE
After Hours Inspection	This fee covers inspections conducted at the request of a contractor, an applicant or owner's representative, at times other than normal working hours. Normal working hours range from 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding County holidays.	An after hours inspection is billed at \$78.00 per hour with a two hour minimum. Travel time is incorporated in calculating this fee.
Duplicate Permit	This fee covers the issuance of duplicate permits	\$10.00
Pre-Development Review	A pre-development review includes meetings, site visits, and other functions conducted prior to formal submission of construction plans.	The first two pre-development functions will be conducted at no charge to the project. Additional meetings will be billed at \$52.00 per hour. Travel time will be incorporated when calculating this fee.
Reinspection	This fee covers reinspection of any site, building, or retest of any system, due to failure of the previous inspection or test. A reinspection will also be required when approved plans are not on-site at the time of the scheduled inspection.	Reinspections will be billed at \$52.00 per hour with a two hour minimum. Travel time is incorporated in calculating this fee.
Rescheduling	This fee is required when an appointment for an inspection is cancelled less than 4 hours prior to the appointment time.	\$52.00
Standby Personnel	This fee covers the cost of providing standby personnel to perform fire watch and public safety functions.	Standby personnel scheduled during normal working hours will be billed at \$52.00 per hour with a two hour minimum. Standby personnel scheduled outside normal working hours will be billed at \$78.00 per hour with a two hour minimum. Travel time is incorporated in calculating this fee.

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

16

Voting Session: JANUARY 19, 2010

I. A. Request made by: DANNY HOBBY, EXECUTIVE MANAGER, EMERGENCY SERVICES
Phone #: 854-4416

(Elected Official/Appointed Official/Executive Manager/County Attorney)

B. Requested topic: CONSIDER AND TAKE APPROPRIATE ACTION ON AGREEMENT FOR PEDIATRIC TRANSPORT HELICOPTER SERVICES AMONG TRAVIS COUNTY, SETON HEALTHCARE D/B/A DELL CHILDREN'S MEDICAL CENTER OF CENTRAL TEXAS AND PEDIATRIC CRITICAL CARE ASSOCIATES.

C. Approved by: _____

Signature of Commissioner or Judge

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

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

III. Required Authorizations: Please check if applicable.

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

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

County Attorney's Office (854-9415)

- _____ Contract, Agreement, Policy & Procedure

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



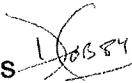
Travis County
STAR Flight



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

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

To: Travis County Commissioners Court

Through: Danny Hobby, Executive Manager, Emergency Services 

From: Casey Ping, Program Manager, **STAR Flight**

Date: January 19, 2010

Subject: Agreement for Pediatric Transport Helicopter Services

The **STAR Flight** management team has completed the Agreement for Pediatric Transport Helicopter Services among Travis County, Seton Healthcare d/b/a Dell Children's Medical Center of Central Texas and Pediatric Critical Care Associates.

This contract is in line with another agreement for pediatric transport helicopter services that the Commissioners Court has approved in the past for another local hospital. Like this other contract, patients transported under this contract will be charged the same fees established by the Commissioners Court.

This contract continues our partnerships and strengthens our relationship with Travis County based hospitals. It facilitates getting patients into Austin for definitive care.

Please let me know if you have any questions or need additional information.

**AGREEMENT FOR
PEDIATRIC TRANSPORT HELICOPTER SERVICES
AMONG TRAVIS COUNTY,
SETON HEALTHCARE
d/b/a DELL CHILDREN'S MEDICAL CENTER OF CENTRAL TEXAS AND
PEDIATRIC CRITICAL CARE ASSOCIATES**

This agreement is made among the following parties:

Travis County, a political subdivision of the State of Texas ("County") and

Seton Healthcare, a non-profit corporation, incorporated in Texas d/b/a Dell Children's Medical Center of Central Texas ("Seton"); and

Pediatric Critical Care Associates, a non-profit corporation, incorporated in Texas and certified as a non-profit health organization by the Texas Medical Board pursuant to Section 162.001(b) of the Texas Medical Practice Act ("PCCA").

RECITALS

The official name for the air ambulance services operated by County is "**STAR Flight**".

County, Seton and PCCA want to offer appropriately-staffed **STAR Flight** services involving the transport of pediatric patients from hospitals in Central Texas to the pediatric intensive care unit at Seton when needed to improve clinical care of these patients.

AGREEMENT

NOW, THEREFORE, County, Seton and PCCA mutually agree to the following terms and conditions:

1.0 Definitions

- 1.1 "CAMTS" means Commission On Accreditation of Medical Transport Systems.
- 1.2 "Seton Transport Team" means a specialty transport registered nurse and a specialty transport respiratory therapist employed by Seton, each of whom is appropriately trained in pediatric resuscitation and the stabilization of the pediatric patients whose training and competency meets or exceeds the training and competency standards that pertain to nurses and respiratory therapists set forth by CAMTS.
- 1.3 "DCMCCT" means Dell Children's Medical Center of Central Texas.
- 1.4 "FAA" means the Federal Aviation Administration.
- 1.5 "Memorandum of Transfer" means a document provided by the attending physician at the Originating Hospital authorizing the Pediatric Transport Flight.

- 1.6 "Physician Extender" means a pediatric nurse practitioner or physician assistant employed or otherwise engaged by PCCA as a physician extender who is a member of the allied health professional staff of DCMCCT who meets or exceeds the training and competency standards that pertain to physician extenders working in the transport environment set forth by CAMTS.
- 1.7 "Pediatric Transport Flight" means helicopter transport of the Seton Transport Team and, if warranted, a Pediatrician or Physician Extender to the Originating Hospital, and, after treatment of the pediatric patient at the Originating Hospital, helicopter transport for the Seton Transport Team, the Pediatrician, the Physician Extender, and the pediatric patient to the Hospital of the Seton Transport Team.
- 1.8 "Pediatrician" means a person employed or otherwise engaged by PCCA as a pediatrician who is a member of the medical staff of DCMCCT who meets or exceeds the training and competency standards that pertain to physicians working in the transport environment set forth by CAMTS.
- 1.9 "Originating Hospital" means the hospital where a pediatric patient who would benefit from care rendered at DCMCCT is being provided services and from which the Memorandum of Transfer by the attending physician is issued.

2.0 Term

- 2.1 Initial Term. This agreement shall begin on December 1, 2009 and continue in full force until September 30, 2010 unless sooner terminated as provided in Section 9.
- 2.2 Renewal Term.

This Agreement shall automatically renew each year after that for a term of one (1) year unless sooner terminated as provided in Section 9.

3.0 County Responsibilities

- 3.1 For **STAR Flight** operations, County shall provide one helicopter, suitable for Emergency Medical Services ("EMS") purposes, with medical stretcher package in place which complies with applicable federal and state statutes and regulations. County shall maintain the helicopter in accordance with the manufacturer's guidelines and applicable rules and regulations established by the FAA. County shall operate the helicopter in accordance with applicable FAA rules and regulations that may be in effect at the time, and in accordance with County operation protocols.
- 3.2 County shall staff one (1) **STAR Flight** helicopter with a pilot in accordance with all applicable FAA regulations. County shall provide a flight paramedic or flight nurse acting as a flight safety officer. Flight paramedics, flight nurses, and safety officers providing services under this Agreement shall meet the training and competency standards that pertain to their qualifications as nurses, paramedics or safety officers set forth by CAMTS. County pilots providing services under this Agreement shall meet the training and competency standards that pertain to pilots set forth by CAMTS.

- 3.3 If any incident or condition can reasonably be expected to adversely affect **STAR Flight's** ability to provide air transport services or the safety of the patient or specialty team members, or result in the suspension of **STAR Flight** from the Medicare or Medicaid programs, County shall notify Seton and PCCA about that incident within a reasonable time after County becomes aware of it, which shall not exceed two (2) business days.
- 3.4 County shall allow a representative from Seton to participate in the meetings of the Peer Based Safety Committee which usually occur monthly.
- 3.5 Upon request of Seton, County shall determine whether use of **STAR Flight** to provide a Pediatric Transport Flight is consistent with **STAR Flight** protocols and, if so, County shall accept the Pediatric Transport Flight. If the use of **STAR Flight** requires management approval, County shall advise Seton whether use of **STAR Flight** has been approved within one hour after receipt of the request. As the first step in implementing the Pediatric Transport Flight, County shall provide helicopter transport of the Seton Transport Team and, if warranted, a Pediatrician or Physician Extender to the Originating Hospital. County, in collaboration with the Seton Transport Team, and the Pediatrician or Physician Extender, if applicable, shall determine whether **STAR Flight** should remain on the ground at the Originating Hospital during treatment of the pediatric patient or return to their base. When the Seton Transport Team requests return transportation, then County shall provide return helicopter transport to Seton for the Seton Transport Team, Pediatrician or Physician Extender, if applicable, and the pediatric patient.
- 3.6 County through **STAR Flight** will work collaboratively with Seton to develop an understanding of how to determine response times for flights pursuant to this Agreement and a format for reports of those response times for the helicopter and then deliver quarterly reports to Seton to allow monitoring of those response times.
- 3.7 During the time between dispatch of each Pediatric Transport Flight and completion of it, County has the authority through the Director of Aviation Operations, the Chief Pilot, and the Pilot in Command on each Flight to direct and supervise all members of the **STAR Flight** crew and all passengers including the Seton Transport Team, Physician Extender, and Pediatrician. County may stop any Pediatric Transport Flight and land the helicopter if, in the sole discretion of the **STAR Flight** pilot, any conditions exist which may in any way compromise the health or safety of any person. If the Pediatric Transport Flight is terminated, County shall notify Seton as soon as practicable and assist Seton with alternate appropriate ground transport.
- 3.8 County shall maintain accreditation from the CAMTS for **STAR Flight**.
- 3.9 Exclusion from Participation. County represents and warrants to Seton and PCCA that neither County nor any person or entity providing services on behalf of County under this Agreement has ever been excluded from participation in any Federal or state health benefits program or any other governmental program (including, without limitation, Medicare, Medicaid, or Tricare) as may be identified on the OIG, GSA or other excluded provider list. County shall immediately notify Seton and PCCA in writing if any exclusion from program participation is recommended, initiated, or implemented with respect to County or any person or entity providing services on behalf of County. Despite any

other provision of this Agreement, Seton or PCCA may terminate this Agreement immediately upon County's exclusion from any of these programs.

4.0 Seton Responsibilities

- 4.1 Seton shall offer County the opportunity to perform every Pediatric Transport Flight within the 19 county area served by **STAR Flight** and obtain a denial of the request from County before Seton offers the opportunity to any other air ambulance service. Provided, if County denies more than 20% of Seton's requests to provide Pediatric Transport Flights within a continuous ninety (90) day period, the provisions of the immediately preceding sentence shall no longer apply. **STAR Flight** may provide Seton with Pediatric Transport Services from outside the 19 county area served by **STAR Flight** with approval from the **STAR Flight** management team.
- 4.2 Seton shall staff Pediatric Transport Flights with a Seton Transport Team. During the stabilization and treatment of a pediatric patient, Seton Transport Team under the medical direction of a Pediatrician is responsible for the care and procedures needed to stabilize and treat the patient's condition. The Seton Transport Team uses clinical protocols for stabilization and treatment which are developed and promulgated by the Pediatricians and the Seton pediatric intensive care unit practice-education council.
- 4.3 Seton shall appropriately train the Seton Transport Teams in pediatric resuscitation and the stabilization of the pediatric patients. The Seton Transport Teams providing services under this Agreement shall meet the training and competency standards outlined by CAMTS. Seton shall instruct the Seton Transport Teams to comply with the direction and supervision by the Pilot in Command (as defined by the FAA) to the extent required by FAA regulations, the Travis County Operations Manual and this Agreement. Seton shall ensure that all members of the Seton Transport Teams meet or exceed all CAMTS requirements for specialty team members.
- 4.4 Seton is responsible for the condition and maintenance of any specialized equipment provided by Seton while participating in Pediatric Transport Flights.
- 4.5 Seton Transport Team is responsible for obtaining a Memorandum of Transfer from the attending physician at the Originating Hospital. The patient's parents or other responsible individual must consent to transport before a Memorandum of Transfer is issued.
- 4.6 Seton acknowledges that County is not required by this Agreement to land or take off at any location that does not have safe approach and departure corridors.
- 4.7 Before Seton references **STAR Flight** or the EMS helicopter services or uses any image of it in any marketing or advertising, Seton shall provide a copy to County, through the **STAR Flight** Program Manager and the Executive Manager Emergency Services, for its review and approval. County shall provide its conditions for approval, if any, within two (2) business days after receipt of the copy. Seton must include a statement similar to: "**STAR Flight** is a service provided by Travis County" in all marketing or advertising by Seton that references **STAR Flight** or the EMS helicopter. This statement must be featured in a manner that is easily recognizable by a viewer, reader, or listener under ordinary circumstances.

4.8 Seton shall provide County with a copy of the Memorandum of Transport and the admissions summary with statement of medical necessity for air transport included and, if not provided in these documents, the following additional information for billing purposes:

- Patient Name
- Patient Age
- Patient Date of Birth
- Patient Sex
- Patient's Residential Address
- Patient's County of Residence
- Patient's Phone Number
- Patient's Guardian or Next of Kin
- Patient's Primary Insurance – Name
- Patient's Primary Insurance – Policy and/or Group Number
- Patient's Primary Insurance – Address
- Patient's Supplemental Insurance – Name
- Patient's Supplemental Insurance – Policy and/or Group Number
- Patient's Supplemental Insurance – Address
- Guarantor Name
- Guarantor Date of Birth
- Guarantor Social Security Number
- Guarantor Relationship to Patient

If additional information is reasonably necessary for County to bill the patients for any Pediatric Transport Flight, Seton shall use its good faith efforts to provide it.

4.9 Exclusion from Participation. Seton represents and warrants to County and PCCA that neither Seton nor any person or entity providing services on behalf of Seton under this Agreement has ever been excluded from participation in any Federal or state health benefits program or any other governmental program (including, without limitation, Medicare, Medicaid CHAMPUS) as may be identified on the OIG, GSA or other excluded provider list. Seton shall immediately notify County and PCCA in writing if any exclusion from program participation is recommended, initiated, or implemented with respect to Seton or any person or entity providing services on behalf of Seton. Despite any other provision of this Agreement, County or PCCA may terminate this Agreement immediately upon Seton's exclusion from any of these programs.

4.10 Seton acknowledges that unscheduled maintenance requirements that might necessitate the County helicopter being out of service and the lack of availability of a helicopter for a continuous period of seven (7) days or less is not a breach under this Agreement. County shall advise Seton if the anticipated out of service time is more than two hours. County agrees that the requirements of Section 4.1 shall not apply during periods when the County helicopter is out of service for more than 24 hours.

4.11 Seton shall pay for any cost incurred if a ground ambulance is required to facilitate patient transport to or from the helicopter.

- 4.12 Seton shall allow County nurses and flight paramedics who provide services on **STAR Flight** to participate in the training provided by Seton related to care of pediatric patients (referred to as PALS).
- 5.0 PCCA Obligations
- 5.1 PCCA may request that Pediatricians and Physician Extenders fly on Pediatric Transport Flights to provide assistance with, and in the case of Pediatrician, direction of the care of a pediatric patient.
- 5.2 PCCA shall instruct the Pediatricians and Physician Extenders to comply with the direction and supervision by the Pilot in Command (as defined by the FAA) to the extent required by FAA regulations, the Travis County Operations Manual and this Agreement.
- 5.3 If not in flight, PCCA shall ensure that a Pediatrician provides medical direction to the Seton Transport Team by radio or telephone communication. All clinical care provided by the Pediatric Transport Team is the responsibility of Seton.
- 5.4 PCCA acknowledges that County is not required by this Agreement to land or take off at any location that does not have safe approach and departure corridors.
- 5.5 Before PCCA references **STAR Flight**, or the EMS helicopter services, or uses any image of it in any marketing or advertising, PCCA shall provide a copy to County through the **STAR Flight** Program Manager and the Executive Manager Emergency Services for its review and approval. County shall provide its conditions for approval, if any, within two (2) business days after receipt of the copy. PCCA must include a statement similar to "**STAR Flight** is a service provided by Travis County" in all marketing or advertising by PCCA that references **STAR Flight** or the EMS helicopter. This statement must be featured in a manner that is easily recognizable by a viewer, reader, or listener under ordinary circumstances.
- 5.6 Exclusion from Participation. PCCA represents and warrants to County and Seton that neither PCCA nor, to the best of its knowledge, any person or entity providing services on behalf of PCCA under this Agreement has never been excluded from participation in any Federal or state health benefits program or any other governmental program (including, without limitation, Medicare, Medicaid, Tricare) as may be identified on the OIG, GSA or other excluded provider list. PCCA shall immediately notify County and Seton in writing if any exclusion from program participation is recommended, initiated, or implemented with respect to PCCA or any person or entity providing services on behalf of PCCA. Despite any other provision of this Agreement, County or Seton may terminate this Agreement immediately upon PCCA's exclusion from any of these programs.
- 5.7 PCCA acknowledges that unscheduled maintenance requirements that might necessitate the County helicopter being out of service and the lack of availability of a helicopter is not a breach under this Agreement.

6.0 Billing

6.1 Each party shall, as appropriate and in compliance with applicable law, separately bill the appropriate payor or patient family for services provided under this Agreement. Neither Seton nor PCCA shall separately compensate County for services provided under this Agreement.

7.0 Insurance and Liability

7.1 Throughout the entire term of this Agreement, County shall maintain commercial aviation liability insurance covering the services provided by County and its employees pursuant to this Agreement in the minimum amount of \$10 million on the helicopters used for **STAR Flight**.

7.2 Seton shall purchase and maintain, throughout the entire term of this Agreement, insurance covering the services provided by Seton, the Seton Transport Team, and Seton's employees pursuant to this agreement with coverage in the amounts set forth below:

General liability: **Minimum coverage of \$2 million per occurrence, \$3 million annual aggregate**

Professional Medical Malpractice liability: **Minimum coverage of \$1 million per occurrence, \$3 million annual aggregate**

7.3 PCCA shall purchase and maintain, throughout the entire term of this Agreement, insurance covering the Pediatrician or Physician Extender providing services hereunder with coverage in the amounts set forth below:

Professional Medical Malpractice liability: **1 million per claim, 3 million per year annual aggregate**

8.0 HIPAA

8.1 During the performance of this Agreement, each party may learn or receive from another party or create or receive on behalf of another party, patient healthcare, billing, or other confidential patient information ("Patient Information"). Patient Information, as the term is used in this Agreement, includes all "Protected Health Information," as that term is defined in 45 CFR 164.501. Each party shall comply with all laws, rules and regulations relating to the confidentiality of Patient Information, including the applicable provisions of Texas law and the privacy and security regulations promulgated pursuant to Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

9.0 Termination

9.1 Termination With Cause. Any party may terminate this agreement, in whole or in part, based on a material breach of this agreement by one of the parties, after providing that breaching party written notice of the breach if the breach is not cured within thirty (30) days. The notice of breach must state the decision to terminate this agreement if the

breach is not cured, the effective date of termination, and, in the case of a partial termination, the portion of the agreement to be terminated.

- 9.2 Termination Without Cause. Any party may terminate this agreement, in whole or in part, without cause by giving written notice of termination to the other parties at least ninety (90) days before the effective date of termination. The notice must state the decision to terminate this agreement, the effective date of termination, and, in the case of a partial termination, the portion of the agreement to be terminated.
- 10.0 Other Terms and Conditions
- 10.1 Waiver of Breach. Waiver of any breach of this Agreement by a party shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or any other provision of this Agreement. It is acknowledged by Seton and PCCA that no officer, agent, employee or representative of County has the authority to grant such waiver unless expressly granted that specific authority by the Commissioners Court.
- 10.2 Assignment. No party shall assign or transfer its rights, duties, or obligations under this Agreement without the prior written consent of the duly authorized representative of each of the other parties, and any attempt at assignment without consent shall be void. It is acknowledged by Seton and PCCA that no officer, agent, employee or representative of County has the authority to grant such assignment or transfer unless expressly granted that specific authority by the Commissioners Court.
- 10.3 Severability. If a provision of this Agreement is rendered invalid or unenforceable, the parties may, by mutual written agreement, amend this Agreement, and the remaining provisions of the Agreement shall be valid and enforceable. In the alternative, the parties may, by mutual written consent, agree to terminate the Agreement in its entirety. It is acknowledged by Seton and PCCA that no officer, agent, employee or representative of County has the authority to grant such termination unless expressly granted that specific authority by the Commissioners Court.
- 10.4 Governing Law. Irrespective of the conflict of laws doctrine, this Agreement shall be governed, construed and enforced pursuant to and in accordance with the laws of the State of Texas. All duties and obligations of the parties created under this Agreement are performable in Travis County, Texas, and Travis County, Texas shall be the sole and exclusive venue for any litigation or other proceeding among the parties that may be brought or arise out of this Agreement.
- 10.5 Entire Agreement. This is the entire agreement among the parties with respect to the services provided under it, and it supersedes all prior agreements, proposals, or any understanding about these services, whether written or oral.
- 10.6 Termination or Amendment of Relationship between Seton and PCCA as a Result of Governmental Regulation. Nothing in this paragraph gives either PCCA or Seton any right to amend or terminate this Agreement in relation to County unless County agrees in writing to the amendment or termination. PCCA and Seton acknowledge and agree that this Agreement is intended to comply with all state and federal laws and regulations regarding Medicare and Medicaid fraud and abuse, Seton's status as a recipient of governmental or private funds for the provision of health care services, Seton's status as

an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, Seton's ability to issue tax exempt bonds and to maintain the tax exempt status of any existing bonds, and Seton's ability to engage PCCA under the terms of this Agreement. Seton shall have the right to terminate or unilaterally amend this Agreement to alter its relationship with PCCA without liability, if on the advice of counsel, it determines in its reasonable judgment, that the terms of this Agreement more likely than not would be interpreted to violate any laws or regulations applicable to it, which if violated would jeopardize Seton's status as a recipient of governmental or private funds for the provision of health care services or its status as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or its ability to issue tax exempt bonds or to maintain the tax exempt status of any existing bonds, or Seton's ability to continue PCCA's engagement under this Agreement. Notwithstanding Seton's right to terminate, Seton shall first use its reasonable efforts to amend this Agreement only to the extent necessary to conform the potentially violative terms to the applicable law or regulation, and will only terminate this Agreement pursuant to this Section if it determines, in its reasonable judgment, that an amendment cannot be obtained or will not result in compliance. PCCA shall have the right to consent to any amendment proposed pursuant to this Section, but PCCA shall not unreasonably withhold PCCA's consent. If PCCA reasonably withholds PCCA's consent to an amendment proposed pursuant to this Section, then this Agreement shall terminate. Seton and PCCA agree that PCCA's withholding of consent shall be deemed reasonable if the proposed amendment would result in a material adverse economic effect on PCCA.

10.7 Reference. Seton and PCCA acknowledge the existence of other current agreements between Seton, on the one hand, and either PCCA, one or more of PCCA's employed Pediatricians, or one or more of the immediate family members of PCCA's employed Pediatricians, on the other hand, as listed on the Seton Healthcare Physician Contract Database. Seton and PCCA further acknowledge that this list represents all of such other agreements.

11. Procedure for Notices.

11.1 Any notice required or permitted to be given under this agreement by one party to the others shall be in writing. The notice is deemed to have been given immediately if delivered in person to the party to whom the notice is given. The notice is deemed to have been given on the third day following mailing if placed in the United States Mail postage prepaid or by registered or certified mail with return receipt requested, addressed to the party at the address specified in this section.

11.2 The address of County for all purposes under this contract is:

Honorable Samuel T. Biscoe (or his successor in office)
County Judge
P.O. Box 1748
Austin, Texas 78767-1748

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

Honorable David Escamilla (or his successor in office)
Travis County Attorney
P.O. Box 1748
Austin, Texas 78767-1748

and to:

Cyd Grimes, C.P.M. (or her successor)
Purchasing Agent
P.O. Box 1748
Austin, Texas 78767-1748

11.3 The address of Seton for all purposes under this contract is:

Robert Bonar
President/CEO Dell Children's Medical Center
4900 Mueller Blvd.
Austin, Texas 78723

11.4 The address of PCCA for all purposes under this contract is:

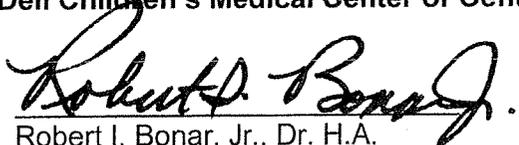
PEDIATRIC CRITICAL CARE ASSOCIATES
4900 Mueller Blvd.
Austin, Texas 78723
Attention: Keith Kerr, MD

11.5 Each party may change the address for notice to it by giving notice of the change in compliance with this section.

12 No Referrals. The parties acknowledge that none of the benefits granted to County, Seton, or PCCA are conditioned upon the requirement that County, Seton, or PCCA make medical referrals to, be in the position to make or influence medical referrals to, or otherwise generate business for County, Seton, or PCCA. The parties further acknowledge that no Originating Hospital or physician at any Originating Hospital is restricted from referring any patient to, or otherwise generating any business for, any other facility of its choosing. The parties understand and acknowledge that the choice of services and the choice of service providers made by the pediatric patients must be, and will be, made only with regard to the best interests of each pediatric patient.

13.0 Duplicate Originals. This agreement is executed in multiple originals.

SETON HEALTHCARE
d/b/a Dell Children's Medical Center of Central Texas

By: 
Robert I. Bonar, Jr., Dr. H.A.
President and CEO

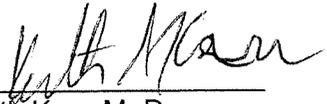
Date: 10/15/09

TRAVIS COUNTY

By: _____
Samuel T. Biscoe
County Judge

Date: _____

PEDIATRIC CRITICAL CARE ASSOCIATES

By: 
Keith Kerr, M. D.
President

Date: 10/15/09

17

TRAVIS COUNTY COMMISSIONERS COURT
AGENDA REQUEST

Voting Session: JANUARY 19, 2010

- I. A. Request made by: DANNY HOBBY/EXECUTIVE MANAGER EMERGENCY SERVICES
Phone #: 854-4416
(Elected Official/Appointed Official/Executive Manager/County Attorney)
- B. Requested topic: CONSIDER AND TAKE APPROPRIATE ACTION ON RENEWAL AND AMENDMENT ONE TO AGREEMENT BETWEEN CITY OF AUSTIN AND TRAVIS COUNTY FOR EMERGENCY MEDICAL SERVICES.
- C. Approved by: _____
Signature of Commissioner or Judge

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

III. Required Authorizations: Please check if applicable.

Planning and Budget Office (854-9106)
 _____ Additional funding for any department or for any purpose
 _____ Transfer of existing funds within or between any line item
 _____ Grant

Human Resources Department (854-9165)
 _____ Change in your department's personnel (reorganization, restructuring etc.)

Purchasing Office (854-9700)
 _____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)
 _____ Contract, Agreement, Policy & Procedure

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

RECEIVED
COUNTY JUDGE'S OFFICE
JAN 19 2010

EMERGENCY SERVICES

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



*Emergency Management
Pete Baldwin, Emergency
Mgmt. Coordinator*

*Fire Marshal
Hershel Lee*

*Chief Medical Examiner
Dr. David Dolinak*

*STAR Flight
Casey Ping, Program
Manager*

MEMORANDUM

To: Travis County Commissioners Court
From: Danny Hobby, Executive Manager, Emergency Services
Date: January 12, 2010
Subject: EMS Interlocal Agreement

D. Hobby

RECOMMENDED ACTION:

CONSIDER AND TAKE APPROPRIATE ACTION ON RENEWAL AND AMENDMENT ONE TO AGREEMENT BETWEEN CITY OF AUSTIN ("CITY") AND TRAVIS COUNTY ("COUNTY") FOR EMERGENCY MEDICAL SERVICES ("EMS").

RECOMMENDATION AND SUMMARY:

Travis County Emergency Services requests and recommends that Commissioners Court approve Renewal and Amendment One to Agreement between the between the City of Austin and Travis County for Emergency Medical Services ("Amendment One").

The purpose of the FY 2009 Agreement ("Agreement") is to provide for emergency medical services and transport medical services to Suburban County (the geographic area of Travis County outside the City of Austin) through the use of City staff, City-owned equipment, County provided ambulances and EMS stations, and County provided equipment. The County and City also seek to continue to consider improvements to EMS service delivery to save lives and maximize the benefits to those persons who need emergency medical services in Travis County and outside the City of Austin.

In it, County and City acknowledge that the execution of this Amendment One is occurring after the effective date of the 2010 renewal term and that, since October 1, 2009, City has not submitted billing statements to County for the 2010 renewal term. Upon execution of the Amendment One, City shall submit billing statements to County for an amount equal to the monthly ground EMS fee plus the monthly STAR Flight fee multiplied by the number of months or partial months from October 1, 2009 until the date of execution of this Amendment One.

County shall submit payments for this billing statement in compliance with the FY 2009 Agreement.

In addition, for the remaining months of the 2010 renewal term, in accordance with the FY 2010 Amendment One, City shall submit billing statements to County for the FY 2010 monthly ground EMS fee and The FY 2010 monthly STAR Flight fee and County shall pay in compliance with the FY 2009 Agreement as amended by this Amendment One.

Since major revisions were reflected in the FY 2009 Agreement, the proposed Amendment One reflects no significant revisions that affect either STAR Flight operations or EMS ground operations for County. The City of Austin will continue to provide ground emergency medical services throughout Travis County through City EMS employees. The City's EMS Medical Director will continue to serve as the medical director for certified first responders outside the City limits. The City's STAR Flight Medical Director will continue to serve as the medical director for medical staff in the STAR Flight Program. The County will continue to provide ambulances for County stations and either small cities, Travis County Emergency Service Districts ("ESDs") or County (or in partnerships with small cities or ESDs) will provide County station facilities.

BUDGET INFORMATION

Funding for Amendment One is available in the FY10 approved budget in Emergency Services. The budget incorporates the established financial formula calculations for expenses and the receipt of 100% of the revenue for all ground patients treated in Travis County, outside the Austin city limits. The County reimburses the City (for operating costs of EMS ground services, including administrative and managements costs budgeted with the City EMS operating budget) based on percentages determined as part of the financial formula.

The County will continue to pay the City a flat monthly fee for EMS services, based on the budget approved by Commissioners Court for each term of the Agreement. End of term true-up provisions are also included that mirrors the financial formula used for deriving the flat monthly fee.

The initial term of Amendment One is for one year, beginning October 1, 2009 and ending on September 30, 2010. The County and the City may extend the FY 2009 Agreement for up to two renewal periods of one year each, concurrent with each subsequent fiscal year and contingent upon approved funding in future budgets.

CONCLUSION

Approval of the EMS Agreement allows for the continuation of providing ground emergency medical services to the residents of Travis County through the use of City staff, City-owned equipment, County provided ambulances and EMS stations, and County provided equipment. Travis County Emergency Services has not issues or concerns with this agenda request.

Attachment: Renewal and Amendment One to EMS Agreement

RENEWAL AND AMENDMENT ONE TO AGREEMENT
BETWEEN CITY OF AUSTIN AND TRAVIS COUNTY
FOR EMERGENCY MEDICAL SERVICES

This Renewal and Amendment One to the Agreement between the City of Austin and Travis County for Emergency Medical Services ("Amendment One") executed by both parties in September, 2009, is entered into by the following parties: the City of Austin, a Texas municipal corporation, ("City") and Travis County, ("County").

RECITALS

City and County developed an Emergency Medical Services System that provides services throughout the entire geographic area of the City of Austin and Travis County.

City and County entered into an Agreement between the City of Austin and Travis County for Emergency Medical Services for the fiscal year 2009 that was effective retroactively on October 1, 2008 ("FY 2009 Agreement").

City and County wish to renew the FY 2009 Agreement, for a one year term beginning October 1, 2009, and to amend it as described below

City and County are authorized to enter into this Renewal and Amendment One in all respects by TEX. GOV'T. CODE ANN., ch. 791.

AGREEMENT TO RENEW AND AMEND FY 2009 AGREEMENT

The parties agree to amend the FY 2009 Agreement, as follows:

1. ACKNOWLEDGEMENTS: City and County acknowledge that each party has continued to provide services, as described in the FY 2009 Agreement, to the other party under Section 13.13.4 Holdover Term, since termination of the FY 2009 Agreement on September 30, 2009. The parties acknowledge that, as used in this document, the term "Amendment One" means the FY 2009 Agreement, as amended by this Amendment One. The provisions from the FY 2009 Agreement that relate to the true-up of expenses and fees for the period October 1, 2008 to September 30, 2009.

2. RENEWAL OF FY 2009 AGREEMENT AS AMEMDED: City and County are approving the renewal of the FY 2009 Agreement for a term of one year commencing October 1, 2009 and ending September 30, 2010, subject to the amendments described in Amendment One and to their right of termination in the FY 2009 Agreement.

3. STATUS AND AMENDMENT OF FY 2009 AGREEMENT INCLUDING EXHIBITS:

3.1 FY 2009 Agreement in Effect: The FY 2009 Agreement is and remains effective for all purposes including performance of services and accounting for expenses related to the period from October 1, 2008 to September 30, 2009 inclusive. The FY 2009 Agreement and all Exhibits attached to it remain effective for the purpose of evaluating performance of services, payments by County, accounting

of expenses and fees, and implementation of the provisions requiring true-up of expenses and fees for the period October 1, 2008 to September 30, 2009.

3.2 Amendment of Exhibits:

3.2.1 FY 2009 Agreement Exhibits in Effect: Exhibit B—FY 2009 Inventory of County-Owned Vehicles in City Possession for Use in EMS System and Exhibit F— FY 2009 Travis County First Responder Organization Agreement attached to the FY 2009 Agreement are and remain effective for all purposes including performance of services and accounting for expenses related to the period from October 1, 2009 to September 30, 2010 inclusive.

3.2.2 Exhibits Amended for Fiscal Year 2010: The Exhibits which are listed below and attached to this Amendment One are effective for evaluating performance of services, payments by County, accounting of expenses and fees, and implementation of the provisions requiring true-up of expenses and fees for the period from October 1, 2009 through September 30, 2010.

- Exhibit A-1 FY 2010 Suburban County Station Locations
- Exhibit C-1 FY 2010 Financial Formulas and Fees
- Exhibit D-1 FY 2010 Performance Measures and Reports
- Exhibit E-1 FY 2010 Travis County First Responder Training and Other Services

4. INCORPORATION OF FISCAL YEAR 2010 AGREEMENT AS AMENDED: City and County hereby incorporate the FY 2009 Agreement into this Amendment One. Except for the changes made in this Amendment One, City and County hereby ratify all of the terms and conditions of the FY 2009 Agreement and agree that they shall continue in effect throughout the term of this Amendment One.

5. EFFECTIVE DATE: Following approval by both the Travis County Commissioners Court and the City of Austin City Council, this Amendment One is effective October 1, 2009.

CITY OF AUSTIN

By: _____
Marc Ott, City Manager

Date: _____

TRAVIS COUNTY

By: _____
Samuel T. Biscoe, County Judge

Date: _____

EXHIBIT A-1
FY 2010 City and Suburban County Station and Post Locations,
City Peak Load Units and Rescue Units
For FY 2010

Travis County Station Number/Name	Station Address	Responsible Party for Facility
EMS 9 (Lakeway)	1211 Lohman's Crossing Lakeway, Texas 78738	Travis County ESD #6
EMS 20 (Pflugerville)	911 West Pflugerville Loop Pflugerville, Texas 78660	Travis County ESD #2
EMS Med-Rescue 21 (Westlake)	1295 Capital of Texas Hwy, South Austin, Texas 78746	Travis County ESD #9
EMS 22 (Lago Vista)	3605 Allegiance Cove Lago Vista, Texas 78645	Travis County ESD #1
EMS 23 (Officially stationed at Harris Branch but may be posted to Manor as deemed appropriate by the City and County)*	Location: 11205 Harris Branch Parkway Austin, Texas 78754 Post: 400 West Parsons Street Manor, Texas 78653	Location: City of Austin Post: City of Manor
EMS 24 (temporarily designated as EMS 29) (Harris Glenn)**	12711 Harris Glenn Drive Austin, Texas 78753	City of Austin
EMS 25 (Jonestown)	18310 Park Drive Jonestown, Texas 78645	City of Jonestown
EMS 26 (Pedernales)	22404 State Hwy 71 West Spicewood, Texas 78669	Travis County ESD #8

*EMS 23 (Harris Branch) is located within the corporate limits of the City of Austin and is owned by the City of Austin, but Travis County owns the ambulances that operate from this station. This is a temporary location for this County unit until a more appropriate site can be identified. It is considered a County station only for purposes of the Financial Formula described in Exhibit C in this Agreement.

** EMS 24 (temporarily designated EMS 29) is located within the corporate limits of the City of Austin and is owned by the City of Austin, but Travis County owns the ambulances that operate from this station. This is a temporary location for this County unit until a more appropriate site can be identified. EMS 24 is considered a County station until November 15, 2009 for purposes of the Financial Formula described in Exhibit C in this Agreement.

City of Austin Station Number/Name	Station Address	Responsible Party for Facility
DM1 - Peakload Unit	None	City of Austin
DM2 - Peakload Unit	None	City of Austin
EMS 02	6601 Manchaca Rd	City of Austin
EMS 03	1305 Red River	City of Austin
EMS 04	1201 Webberville Rd	City of Austin
EMS 05	5710 N Lamar Blvd	City of Austin
EMS 06	401 E 5th St	City of Austin
EMS 07	8989 Research Blvd	City of Austin
EMS 08	5211 Balcones Dr	City of Austin
EMS 10	5228 Duval Rd	City of Austin
EMS 11	5401 McCarty Ln	City of Austin
EMS 12	5309 Riverside Dr	City of Austin
EMS 13	1330 E Rundberg Ln	City of Austin
EMS 14	7200 Berkman	City of Austin
EMS 15	400 Ralph Ablanedo	City of Austin
EMS 18	1101 W Braker Ln	City of Austin
EMS 19	10111 Anderson Mill Rd	City of Austin
EMS 27	10041 Lake Creek Pkwy	City of Austin
EMS 28	5905 Nuckols Crossing	City of Austin
EMS 30	2454 Cardinal Loop	City of Austin
EMS 31	11401 Escarpment	City of Austin
EMS Med-Rescue 01	3616 S 1st St	City of Austin
EMS Med-Rescue 16	7701 River Place Blvd	City of Austin
EMS Med-Rescue 17	2307 - A Foster Ave	City of Austin

EXHIBIT C-1

FY 2010 Financial Formulas and EMS Fees

C.1 EMS Fees for FY 2010

The first renewal term of the FY 2009 Agreement is October 1, 2009, through September 30, 2010 (2010 Renewal Term). For the 2010 Renewal Term there are two components to the fees under this Agreement: the Ground EMS Fee and the **STAR Flight** Fee. The FY 2010 Annual Ground EMS Fee, based on the formula outlined in Section C.2 below, equals ten million eight hundred forty six thousand and two hundred and sixty eight dollars (\$10,846,268)

The FY 2010 Monthly Ground EMS Fee equals one twelfth of the Annual Ground EMS Fee which is nine hundred and three thousand eight hundred and fifty five dollars and sixty six cents (\$903,855.66). The FY 2010 Annual **STAR Flight** Fee, based on the formula outlined in Section C.8 below, equals seventy eight thousand one hundred and twenty two dollars (\$78,122) and the FY 2010 Monthly **STAR Flight** Fee equals one twelfth of the Annual **STAR Flight** Fee, which is six thousand five hundred and ten dollars and sixteen cents (\$6,510.16).

County and City acknowledge that the execution of this Amendment One is occurring after the effective date of the 2010 Renewal Term and that, since October 1, 2009, City has not submitted billing statements to County for the 2010 Renewal Term. Upon execution of this Amendment One, City shall submit billing statements to County for an amount equal to the Monthly Ground EMS Fee plus the Monthly **STAR Flight** Fee multiplied by the number of months or partial months from October 1, 2009 until the date of execution of this Amendment One. County shall submit payments for this billing statement in compliance with the FY 2009 Agreement.

For the remaining months of the 2010 Renewal Term, in accordance with Section 9 of the FY 2010 Amendment, City shall submit billing statements to County for the FY 2010 Monthly Ground EMS Fee and the FY 2010 Monthly **STAR Flight** Fee and County shall pay in compliance with the FY 2009 Agreement as amended by this Amendment One.

C.2 Financial Formula for FY 2010 Annual Ground EMS Fee.

The Annual Ground EMS Fee is based on two components: (1) the direct service fee and (2) the application of the administrative rate to the direct service fee.

1. Direct Service Fee Components

a. Formulas

For EMS services provided during FY 2010, the direct service portions of the Annual Ground EMS Fee is calculated based on the application of the following formula to the FY 2010 Approved Budget for the City of Austin's EMS General Fund Non-Administrative Budget. The expenditures outlined in this formula do not include City **STAR Flight** expenditures which are described in Section C.8 of this Exhibit.

FY 2010 City EMS Personnel Budget times the **Personnel Multiplier for FY 2010**

FY 2010 City EMS Contractuals Budget minus the total amount budgeted in the line items listed below times the **Contractuals Multiplier for FY 2010**

FY 2010 City EMS Commodities Budget times the **Commodities Multiplier for FY 2010**

FY 2010 City EMS Expense Refunds Budget times the *Expense Refunds Multiplier for FY 2010*

b. Personnel Multiplier and Contractuals Multiplier for FY 2010. The Personnel Multiplier and the Contractuals Multiplier for FY 2010 shall be based on the total number of EMS ground stations located within Travis County, outside of the City's corporate limits, as a percentage of the total number of EMS ground stations located within Travis County, both within and outside the City limits. In determining the total number of EMS ground stations, two peak load units are each counted as a 0.5 City EMS ground stations for the Personnel Multiplier and the Contractuals Multiplier FY 2010. (A peak load unit is a roving ambulance that is not assigned to a specific station and is used on an as-needed basis in the busiest areas.) The County percentage is based upon stations with operating funds as of October 1, 2009, all of which are listed in Exhibit A. For purposes of these calculations, the parties agree that the Harris Branch station, located at 11205 Harris Branch Parkway, and the Harris Glenn station, located at 12711 Harris Glenn Drive, are considered stations located outside the City limits. City acknowledges that the *STAR Flight* facilities are not EMS ground stations. Based on this formula, the Personnel Multiplier and the Contractuals Multiplier for FY 2010 shall be 25.81%.

c. Line Items Excluded from Contractuals Budget for FY 2010. The following line items from the FY 2010 Approved EMS General Fund Budget will be excluded from the total contractuals cost for determining the portion of this budget included in the Annual Ground EMS Fee and in determining the portion of this expenditures related to this budget that will be included in calculating the true-up and County pays none (0%) of the following line items:

- Line Item Number 5520 – architectural services
- Line Item Number 5620 – legal services
- Line Item Number 6126 – rental-other equipment
- Line Item Number 6160 – electric service
- Line Item Number 6162 – gas/heat
- Line Item Number 6165 – water service
- Line Item Number 6170 – wastewater service
- Line Item Number 6174 – drainage fee
- Line Item Number 6175 – garbage collection
- Line Item Number 6185 – EMS interlocal services
- Line Item Number 6361 – awards
- Line Item Number 6383 – building maintenance
- Line Item Number 6404 – telephone base
- Line Item Number 7482 – food/ice

d. Commodities Multiplier for FY 2010. The Commodities Multiplier for FY 2010 shall be based on the total number of FY 2009 EMS responses located within Travis County, outside of the City limits, as a percentage of the total number of FY 2009 EMS responses (combined responses made within and outside the City limits). Based on this formula, the commodities multiplier for FY 2010 shall be 13.40%.

e. Expense Refunds Multiplier for FY 2010. The Expense Refunds Multiplier for FY 2010 shall be equal to the FY 2010 Personnel Multiplier and Contractuals Multiplier. The multiplier shall be applied to all expense refunds. The expense refunds multiplier for FY 2010 shall be 25.81%.

f. Application of Direct Service Fee Portion of Formula.

Application of the above formula and the value of the multipliers results in a direct service fee for FY 2010 of ten million one hundred and eighty four thousand and two hundred and eighty nine dollars (\$10,184,289).

2. Calculation of Administrative Fee.

The administrative fee is to cover certain administrative costs of City. It is calculated by multiplying the direct services fee of ten million one hundred and eighty four million and two hundred and eighty nine dollars (\$10,184,289) by the administrative rate of six and a half percent (6.5%). The calculated administrative fee for FY 2010 is six hundred and sixty one thousand and nine hundred and seventy nine dollars (\$661,979).

Calculation of Annual Ground EMS Fee

The direct services fee of ten million one hundred and eighty four thousand, two hundred and eighty nine dollars (\$10,184,289) is added to the administrative fee of six hundred and sixty one thousand and nine hundred and seventy nine dollars (\$661,979) to calculate the Annual Ground EMS Fee which is stated in C.1

C.3 Capital Costs for FY 2010. For FY 2010, the parties agree that City shall not make any capital purchases on behalf of Travis County. In addition to those assets listed in Exhibit B, County agrees to purchase and own two (2) lighter duty replacement ambulances during FY 2010 in accordance with the terms in Sections 5.1.1, 5.1.2, 5.1.3 and 5.1.4 of the FY 2009 Agreement. City EMS Director and County EMS Manager jointly determine which County-owned vehicles City is required to return to County and the timeline for the return of these County-owned vehicles after City is given possession of the two lighter duty replacement ambulances.

C. 4 True Up for FY 2010 Ground EMS Fee Payments Made by County.

The FY 2010 Ground EMS Fee is based upon budgeted costs for FY 2010. City shall perform a true-up following September 30, 2010. The true-up of total City EMS Department (excluding the Contractuals line item numbers listed in C2) costs will be available by December 31, 2010, through the Close 2 report prepared annually by the City Controller's Office. The true-up follows the true-up formula outlined in C.5 below. By January 31, 2011, City shall refund to County the County portion of any savings attributable to the City EMS Department determined by using the FY 2010 cost multipliers set forth below in Section C.5.

C.5 FY 2010 Ground EMS Fee True-Up Formula.

There are two steps in determining the amount that County is to receive from City as a result of City EMS Department savings.

1. Step One

The first step is to determine the portion of the total City EMS Department savings from direct services that result from applying the following FY 2010 multipliers to the total FY 2010 actual savings for each of the following types of savings in the City EMS Department:

- Personnel savings for ground services are reimbursed to County at the Personnel Multiplier rate set forth in C.2. Personnel savings include all costs and expenses incurred by City that are not anticipated, disclosed to, and approved by County before the effective date of this Agreement unless Commissioners Court agrees to these costs or expenses in a written amendment before they are incurred provided, however, that costs for overtime incurred when City employees are responding to court summons or subpoenas shall be reviewed and agreed upon by EMS Director and County EMS Manager during the true-up process.
- Commodities savings for ground services are reimbursed to County at the Commodities Multiplier rate set forth in C.2. Commodities savings include all expense refunds received by EMS that are attributable to commodities costs.
- Contractuals savings for ground services are reimbursed to County at the Contractuals Multiplier rate set forth in C.2 with the exception of the following line items:
 - 5564 – Collection Services: true-up will be based on actual County costs
 - 6250 – Fleet Maintenance: true-up will be based on actual County costs
 - 6255 – Fuel: true-up will be based on actual County costs
- The following line items are excluded from the total contractuals cost and County pays none (0%) of the following line items, which are expenditures for City of Austin EMS stations:
 - 5520 – architectural services
 - 5620 – legal services
 - 6126 – rental-other equipment
 - 6160 – electric service
 - 6162 – gas/heat
 - 6165 – water service
 - 6170 – wastewater service
 - 6174 – drainage fee
 - 6175 – garbage collection
 - 6383 – building maintenance
 - 6185 – EMS interlocal services
 - 6361 – awards
 - 6404 – telephone base
 - 7482 – food/ice

The cost model for reimbursement under the Agreement does not include, either directly or indirectly, any of the expenses described below. Any of the following expenses that are incurred by the City are refunded to Travis County through the true-up process described in this section.

- a) Other Post Employment Benefits (OPEB) for City employees, whether or not those costs are for current year benefits, prior year benefits, or future year benefits;
- b) employee recognition, rewards or awards other than performance pay documented pursuant to Council adopted compensation schedules;
- c) entertainment and gifts, including meals or beverages, even if related to a business purpose. This subsection c) notwithstanding, the cost model allows for payment for meal and beverage expenses for employees incurred during out-of-town trips or conferences related to services provided under this Agreement and incurred according to the City travel policy (a current copy

of which has been provided to County; copies of amendments will be provided to County whenever changes are made);

(d) legislative consultant services;

(e) donations/sponsorships to non-profit or private organizations;

(f) legal services because the parties agree that the City has no obligation to provide legal services to County under this Agreement;

(g) consulting services; this subsection (g) notwithstanding, the cost model will allow for payment for consulting services related to services provided within the scope of this Agreement.

2. Step Two

The second step is to acknowledge the reduction in administrative fee due during FY 2010 by multiplying the result of the calculations in step one of the True Up by the administrative rate of six and a half percent (6.5%).

Total Amount Due County as a Result of True Up Calculations

County shall receive from the City an amount equal to the results of the calculations in step one added to the results of the calculations in step two.

C.6 Quarterly Expenditure Reports and Estimates.

The parties acknowledge that the Quarterly Expenditure Reports include projections for the remaining quarters in the initial term which are only estimates and the City is not able to determine if there are actual savings and the amount of any such savings until after the initial term.

C.7 Budget and New Station Planning for FY 2010

By April 1, 2010, each party shall provide the other party with the most current available estimates of all projected major costs that would relate to the Agreement for FY 2011. Budget updates shall include all plans by either party for the opening of any new stations within the EMS System. Plans for new stations should include input from the other party, before proposed budgets for new stations are submitted.

C.8 Financial Formula for FY 2010 STAR Flight Fee.

For *STAR Flight* services provided during the 2010 Renewal Term, the Annual *STAR Flight* Fee is equal to \$78,122, which is 100% of the budgeted costs for the following line items in the City *STAR Flight* Budget:

Object 5005 – Overtime for Only *STAR Flight* Training and *STAR Flight* meetings for Aeromedical Communications Specialists

Object 5114 – Aeromedical Communications Specialist (ACS) Stipends

Object 5190 – FICA Tax (related to charges in objects 5005 and 5114)

Object 5191 – Medicare Tax (related to charges in objects 5005 and 5114)

Object 5564 – Collection Agency costs for *STAR Flight* revenue

Object 6126 – LP 12 Cardiac Monitor Defibrillator lease costs

Object 6501 – Travel City Business for only the *STAR Flight* Medical Director

Object 7420 – Drugs

Object 6531 – Seminar/Training Fees for only the *STAR Flight* Medical Director

Object 7425 – Medical Supplies

Object 6532 – Educational Travel for only the *STAR Flight* Medical Director

- Object 7500 – Office Supplies
- Object 7426 – Medical Equipment
- Object 7478 – Uniforms

C.9 True Up for FY 2010 *STAR Flight* Fee Payments Made by County.

The FY 2010 *STAR Flight* Fee is based upon budgeted costs for FY 2010. City shall perform a true-up following September 30, 2010. A true-up of the costs and expenses properly incurred against the City's *STAR Flight* Budget for FY 2010 shall be available no later than December 31, 2010 from the City Controller's Office. If the amount of costs and expenses properly incurred against the City's *STAR Flight* Budget FY 2010 is less than the City's *STAR Flight* Budget, the excess of City's *STAR Flight* Budget over properly incurred costs and expenses in this Budget shall be paid in full by the City to County by January 31, 2011. If there is a holdover, the true-up provisions shall be implemented as if there had been no holdover.

EXHIBIT D-1

FY 2010 Performance Measures and Reports

“ESD” means the geographic area served by a Travis County Emergency Services District

County Quadrant means one of four county quadrants (outside the City) designated by A/TCEMS for reporting purposes

Quarterly Performance Reports to be provided by the last business day of January, April, July, and October, the month following the end of the quarters.

Annual Performance and Financial Reports to be provided on a fiscal year basis by December 1 of each year, except for the annual inventory of County-owned assets in use by City, which shall be submitted by May 15 of each year

FY 2010 Measure Name	Frequency of City/County Combined Data	Frequency of Travis County vs. City of Austin Data	Frequency of Data by ESD and County Quadrant	FY 2010 Projections
Number of 911 calls received by ATCEMS	Quarterly and Annually	N/A	N/A	123,268
Austin-Travis County EMS Grade of Service (Percent of calls answered by ATCEMS Communications staff within 10 seconds of first ring)	Quarterly and Annually	N/A	N/A	95%
Average ATCEMS Communications Call Processing Time (from receipt of call until ambulance dispatch)	Quarterly and Annually	Quarterly and Annually	N/A	65 seconds
Total ATCEMS Responses	Quarterly and Annually	Quarterly and Annually	Annually	City & County: 123,000
Percentage of total ATCEMS ground responses made into Suburban County (all ATCEMS ground units)	Quarterly and Annually	Quarterly and Annually	Annually	N/A
Percentage of Total Ground Responses by County Ground Units (% of total responses performed by County Ground Units)	Annually	Annually	Annually	N/A
Percentage of Total Ground Responses made by County Ground Units into the City of Austin	N/A	Annually	N/A	N/A
Percentage of Total Ground Responses made by City Ground Units into Suburban County	N/A	Annually	N/A	N/A
90 th Percentile A/TCEMS Response Time (from time call received by EMS Communications until arrival at scene)	Quarterly and Annually	Quarterly and Annually	Annually	N/A
90 th Percentile A/TCEMS Suburban Response Time (from time call received by EMS Communications until arrival at scene)	Quarterly and Annually	Quarterly and Annually	N/A	
90 th Percentile A/TCEMS Urban Response Time (from time call received by EMS Communications until arrival at scene)	Quarterly and Annually	Quarterly and Annually	N/A	
Average A/TCEMS Response Time by Ground Units (from receipt of call by ATCEMS to arrival at medical facility) for Non-Entrapped Trauma Alert Patients (life threatening)	Annually	N/A	Annually	City and County: 33.63 minutes
Percentage of A/TCEMS cardiac arrest patients (non-trauma) delivered to a facility with a pulse	Quarterly and Annually	Quarterly and Annually	Annually	City and County: 29.50%
Percentage of A/TCEMS cardiac arrest patients (non-trauma) discharged from the hospital alive	Quarterly and Annually	Quarterly and Annually	Annually	City and County: 8.00%
Customer Service Satisfaction from surveys conducted by EMS Department	Annually	Annually	N/A	N/A

EXHIBIT D-1

FY 2010 Performance Measures and Reports

FY 2010 Financial Reports	Report Description	Report Frequency
Collection and Assessments Report with Payor Type (GASB Report)	Billing Collection and Assessments Reports with Payor Type for patients treated in Travis County (outside COA) and for all STAR Flight patients. This report is also known as the GASB Report. This report includes charges and credits but it does not include detail by patient ID#. Detail by patient ID# is available from City upon request. Separate reports will be issued for ground patient revenue versus STAR Flight patient revenue.	Monthly (by the last business day for prior month)
Monthly Payments Received Report	Detail by patient ID # of monthly revenue received for ground EMS patients treated in Travis County (outside COA) and for all STAR Flight patients. This report is provided as backup to the monthly patient revenue that is transmitted by the City to the County. Separate reports will be issued for ground patient revenue versus STAR Flight patient revenue.	Monthly (by 4 th business day for prior month)
Expenditure and Budget Projection Report	Expenditures by line item for all ATCEMS expenditures budgeted by City of Austin, with projections of year-end total expenditures and projections of major cost changes for subsequent budget year	Quarterly
Inventory of County Property	Inventory Report of items purchased by ATCEMS on behalf of County and vehicles purchased by County in use by ATCEMS – due to County by May 15	Annually (by May 15)
Vehicle Maintenance Costs and Detail per County-owned vehicle maintained by City	Vehicle Maintenance Report of all maintenance performed by City on each County-owned vehicle - will be provided as backup to annual true-up of costs paid by County for ground services	Annually

Billing Assessments, Accounts Receivable, Aging, Collections, and Payor Type Reports by Patient ID # are available from City upon request.

EXHIBIT E-1

FY 2010 Travis County First Responder Training and Other Services

For FY 2010, County shall provide funding, in an amount not to exceed sixty-eight thousand dollars (\$68,000) unless additional encumbered or pre-encumbered funds are carried forward from a prior fiscal year in the budget order, for Travis County First Responder training and medical supplies. Travis County First Responders may elect to use this funding for training provided by the City of Austin, as outlined in this Exhibit E. Alternatively, Travis County First Responders may obtain any desired training or medical supplies from any other vendor that is approved in advance by the County EMS Manager. If medical supplies are provided by another vendor or if training provided by another vendor involves medical services, the medical supplies or training must also be approved in advance by the EMS Medical Director. If the Travis County First Responders elect to use the funds for supplies, the supplies shall be provided by Austin-Travis County EMS under the terms of this Exhibit.

City of Austin Training Fees for FY 2010

If Travis County First Responders elect to use any of these funds from the County to obtain training through Austin-Travis County EMS, the following course fees shall apply. If City adds courses that are consistent with the three types listed "Potential New Courses" and these courses are offered to County and County makes them available to Travis County First Responders, County agrees to reimburse City at the rates stated below.

City of Austin Course Name/Training Item		FY 2010 City of Austin Fee
CPR/AED Basic Training¹		
	Adult, Child and Infant CPR & Heimlich Double Rescuer (Healthcare Provider)	\$16 per student plus instructor costs
	Healthcare Provider Recertifications	\$5 per student plus instructor costs
CPR/AED Instructor Training¹		
	Instructor Certification (includes materials)	\$74 per student plus instructor costs
	Instructor Recertification	\$5 per student plus instructor costs
	TV/VCR Rental	\$20 per day
	Instructional Video Tape Rental	\$5 per day
	Manikin rental, adult model	\$9
	Manikin rental, child or infant model	\$7
	Automated External Defibrillator (AED) rental	\$25 per day
Internships with Austin-Travis County Paramedics		
	Paramedic-Intermediate	\$1.65 per hour
Continuing Education/Basic Training		
	National Standards – Initial Course (includes ITLS)	\$130 per person
	National Standards – Recertification (includes ITLS)	\$75 per person
	Skills Testing for BLS and ALS	\$40 per person
	ACLS/ITLS/AMLS/PHTLS Instructor Course	\$100 per person
	Emergency Care Attendant (ECA) Course	\$335 per person
	Emergency Medical Technician-Basic (EMT-B) Course	\$575 per person

¹ Course material costs are set by the American Heart Association and are subject to change. Instructor costs will only be charged if the instructors are not A/TCEMS system providers. Instructor costs for CPR/AED Instructor Training are calculated by following formula: # of instructors x # of course hours x \$15.00 x # of students.

City of Austin Course Name/Training Item		FY 2010 City of Austin Fee
Course Materials & Supplies		
	ACLS Certification Cards	\$2.50 per card
	AMLS Certification Cards	\$15 per card
	AMLS Recertification Cards	\$10 per card
	ITLS Advanced Certification Certificates	\$17 per certificate
	ITLS Basic Certification Certificates	\$12 per certificate
	PALS Certification Cards	\$2.50 per card
	PHTLS Certification Cards	\$15 per card
	PHTLS Recertification Cards	\$10 per card
	Other National Standards Course Cards	\$10 per person
	ACLS Training Books	\$30 per book
	ITLS Training Books	\$52 per book
	AMLS Training Books	\$65 per book
	PALS Training Books	\$35 per book
	PHTLS Training Books	\$50 per book
	Other National Standards Training Books	\$45 per book
Advanced EMS Training		
	Rope Operations	\$315 per person
	Rope Technician	\$225 per person
	12 Lead EKG Class (8 hr)	\$60 per person
	Vehicle Extrication Course	\$75 per person
	Hazardous Materials for EMS Course	\$120 per person
	ICS/MCI Course	\$60 per person
	Swiftwater Operations	\$315 per person
	Swiftwater Technician	\$225 per person
	Emergency Vehicle Operator's Course	\$230 per person
	Search and Rescue Fundamentals Course	\$250 per person
	Certified Instructor/Coordinator Fee (if no per person fee is charged) – for courses that may be developed by City	\$25 per hour
Potential New Courses		
	Classroom Training – clinical subject matter	\$27.50 per hour, per instructor
	Lab or Mobile scenario training – clinical subject matter	\$ 27.50 per hour, per instructor (minimum of 2 instructors)
	Skills specific training – basic or advanced clinical subject matter	\$27.50 per hour, per instructor

Payments by County for Travis County First Responder Training Charges

The City shall invoice County quarterly for Travis County First Responder training services provided under this Exhibit E. The invoices shall be sent to the County EMS Manager. County shall pay invoiced amounts for services provided to Travis County First Responders, not to exceed the combined total of sixty-eight thousand dollars (\$68,000) for both training and medical supplies provided to Travis County First Responders unless additional encumbered or pre-encumbered funds are carried forward from a prior fiscal year in the budget order. County shall pay the amounts invoiced within thirty (30) business days

after receipt of each invoice. The training invoices shall include the course title, date, location, the names and agencies of all Travis County First Responders in each course, a copy of the certificate of completion for each First Responder named, and the total cost of all training services for the quarter incurred by the City for providing training to Travis County First Responders.

FY 2010 Medical Supplies for Travis County First Responders

For FY 2010, City shall continue to provide medical supplies to Travis County First Responders to the extent that medical supplies are requested by Travis County First Responders, funding is approved by Commissioners Court, and funding is available from the County for reimbursement of the City's actual supply costs. Supplies shall be provided from the Travis County First Responder Medical Supply List approved by the Medical Director and in accordance with Austin-Travis County EMS Clinical Operating Guidelines. This list may be updated periodically by the Medical Director as needed.

Payments by County for Travis County First Responder Supply Charges

The City shall invoice County quarterly for Travis County First Responder medical supplies provided under this Exhibit E. The invoices shall be sent to the County EMS Manager. County shall pay invoiced amounts for supplies provided to Travis County First Responders not to exceed the combined total of sixty-eight thousand dollars (\$68,000), for both training and medical supplies provided to Travis County First Responders unless additional encumbered or pre-encumbered funds are carried forward from a prior fiscal year in the budget order. County shall pay the amounts invoiced within thirty business days after receipt of each invoice. The invoice for supplies provided to Travis County First Responders shall include the date supplies are provided, the description and quantity of medical supplies provided, the Travis County First Responders to whom the supplies are provided, the per unit cost of each item supplied, the total cost per item, and the total cost of all medical supplies provided. Upon request, City shall provide County with documentation for unit costs of medical supplies either through actual invoices or with a copy of the current City contract that states the unit price of the item supplied as sufficient documentation for payment of supply invoices.

Insufficient Documentation for First Responder Fees

No later than thirty one (31) days after receipt of an invoice described in this Exhibit E, the County EMS Manager shall notify the EMS Director in writing when the invoice appears insufficient or incorrect. If County notifies City that any invoice described in this Exhibit E is incorrect or lacks sufficient information, City shall provide a corrected invoice, if the original is in fact incorrect, or any additional information in its possession concerning expenses within fifteen (15) days and the County shall submit payment within thirty one (31) days of the receipt of such additional invoice or information.

Suspension of Training or Supply Services

In the event that the County does not pay City in a timely manner for either supplies or training services that the City has provided to Travis County First Responders under this Agreement, City may suspend providing either or both training or supply services until it has been reimbursed in full by County. Training shall not be suspended for classes that are in progress.

18



TRAVIS COUNTY PURCHASING OFFICE

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

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

Approved by: _____

Cyd V. Grimes 1/12/10

Voting Session: Tuesday, January 19, 2010

APPROVE INTERLOCAL AGREEMENT BETWEEN TRAVIS COUNTY AND CITY OF AUSTIN FOR PURCHASES RELATED TO WEATHERIZATION SERVICES UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT. (HHS)

Points of Contact:

Purchasing: Bonnie Floyd

Department: Sherri Fleming, Lisa Sinderman, Deborah Britton, Andrea Colunga Bussey

County Attorney (when applicable): John Hille, Mary Etta Gerhardt

County Planning and Budget Office: Leroy Nellis, Travis Gatlin

County Auditor's Office: Susan Spartaro, Jose Palacios, Kimberly Walton

- **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 Health and Human Services Department recommends court approval of the interlocal agreement between the County and the City of Austin for purchases related to weatherization services under the American Recovery and Reinvestment Act, pursuant to Subchapter F, Chapter 271 of the Texas Local Government Code. The agreement will allow the County to award contracts based on a joint solicitation issued by Austin Energy, and to provide weatherization services pursuant to ARRA weatherization assistance program grant terms. This agreement was initiated to provide cost savings and efficiencies by eliminating multiple government solicitations and reducing administrative and overhead costs for both the City and the County. This agreement allows for expertise and resource support to be shared between the City and County for procurement and administrative purposes pertaining to program eligibility and application, program resources, equipment and training efforts.

APPROVED ()

DISAPPROVED ()

BY COMMISSIONERS COURT ON:

DATE

COUNTY JUDGE



**TRAVIS COUNTY HEALTH and HUMAN SERVICES
and VETERANS SERVICE**

100 North I.H. 35
P. O. Box 1748
Austin, Texas 78767

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

DATE: December 21, 2009

TO: MEMBERS OF THE COMMISSIONERS COURT

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

SUBJECT: Acceptance of Interlocal Cooperation Agreement between Travis County and the City of Austin for purchases related to Weatherization Services under the American Recovery and Reinvestment Act (ARRA)

Proposed Motion: Consider and take appropriate action to approve the interlocal cooperation agreement between Travis County and the City of Austin for purchases related to Weatherization services under the American Recovery and Reinvestment Act.

Summary and Staff Recommendation: Staff requests the acceptance of this interlocal cooperation agreement between Travis County and the City of Austin for purchases related to weatherization services under the American Recovery and Reinvestment Act. The agreement provides the City and County to cooperatively invite bids for the purchase of goods and services to provide weatherization services pursuant to ARRA weatherization assistance program grant terms. This agreement was initiated to provide cost savings and efficiencies by eliminating multiple government solicitations and reducing administrative and overhead costs for both parties. The agreement also allows for expertise and resource support to be shared between the entities for procurement and administrative purposes pertaining to program eligibility and application, program resources, equipment and training efforts.

Budgetary and Fiscal Impact: The agreement period will begin September 1, 2009 and will terminate August 31, 2010. The agreement will renew automatically on September 1, 2010 for one-year terms for an additional five years dependent upon approval by the City Council of the City Department budget and by the Commissioners Court of the County Department budget,

and continuation of the respective ARRA WAP grants. No funds will be transferred between the City of Austin and Travis County through this agreement.

Issues and Opportunities: The American Recovery and Reinvestment Act Weatherization Assistance Program (ARRA WAP) is a two year grant program which began September 1, 2009. The department welcomes the opportunity provided by this interlocal agreement to facilitate the provision of weatherization services for low-income residents in the City of Austin and Travis County made available through the ARRA WAP grant. The City and the County are required to purchase like goods and services in order to fulfill the ARRA WAP grant requirements. Through this agreement the entities can combine efforts in order to achieve greater efficiency and cost-savings, minimize duplication and maximize efficiency of purchases and providing services to the residents of Travis County.

cc: Rodney Rhoades, Executive Manager, Planning and Budget Office
Travis Gatlin, Budget Analyst, Planning and Budget Office
Susan Spataro, CPA, CMA, Travis County Auditor
Jose Palacios, Chief Assistant County Auditor
Ellen Heath, Financial Analyst III, County Auditors Office
Cyd Grimes, CPM, Travis County Purchasing Agent
Bonnie Floyd, Assistant Purchasing Agent, Purchasing Office
Andrea Colunga Bussey, Social Services Director, Family Support Services
Deborah Britton, Division Director, Community Services

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN TRAVIS COUNTY AND CITY OF AUSTIN
FOR PURCHASES RELATED TO WEATHERIZATION SERVICES
UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT**

RECEIVED
2010 JAN -7 AM 11:
TRAVIS COUNTY
AUDITORS OFFICE

This Interlocal Agreement ("Agreement") is entered into by the following parties: Travis County, a political subdivision of the State of Texas ("County"), and the City of Austin, a municipal corporation and political subdivision of the State of Texas, acting by and through its municipally owned electric utility, Austin Energy ("City").

RECITALS

County and City have the authority to enter into an Interlocal Cooperation Agreement through Tex. Const. Art. 3, sec. 64 and "The Interlocal Cooperation Act," Chapter 791, TEX. GOV'T. CODE ANN., Vernon's Texas Civil Statutes.

County and City have received funds from the Texas Department of Housing and Community Affairs ("TDHCA") for funding under the American Recovery and Reinvestment Act of 2009 ("ARRA"), and desire to facilitate the provision of weatherization services for economically disadvantaged homeowners/renters in the City of Austin and/or Travis County as provided by that Act.

County and City will be required to purchase like goods and services in order to fulfill the requirements of the grants for ARRA funds and desire to combine their purchasing efforts in order to achieve greater efficiency and cost-savings to both entities; to minimize duplication and maximize efficiency of those purchases by coordinating their efforts; and to eliminate multiple government solicitations and reduce related expenses of purchasing entities and suppliers.

County has the authority to provide for the care of indigents and other qualified recipients (TEX. LOC. GOV'T. CODE, Section 81.028, and other statutes), and desires to provide services related to ARRA grant funds to eligible recipients according to those grant requirements.

AGREEMENT

NOW, THEREFORE, in consideration of the agreements, covenants and payments set forth in this Agreement, the sufficiency of which are acknowledged, County and City mutually agree to the following terms and conditions:

1.0 DEFINITIONS. In this Agreement,

1.01 "Agreement Term" means the Initial Term and/or any subsequent Renewal Term(s) or any other period of time designated in writing as an Agreement Term by the Parties.

1.02 "Austin Energy" means the City of Austin's municipally owned electric utility.

1.03 "Bid Specifications" means the documents prepared by either Party to solicit vendors from whom to purchase services.

- 1.04 "City Council" means City Council of the City of Austin.
- 1.05 "City Director" or "Director" means General Manager of Austin Energy or his designee.
- 1.06 "City Manager" means the City Manager of the City of Austin.
- 1.07 "City Purchasing Officer" or "Purchasing Officer" means the City entity performing purchasing functions for the City of Austin.
- 1.08 "Commissioners Court" means the Travis County Commissioners Court.
- 1.09 "Cooperating Entity" means the Party who is not the Purchasing Entity as defined in Section 1.17.
- 1.10 "County Purchasing Agent" or "Purchasing Agent" means Cyd Grimes, the Travis County Purchasing Agent, or her successor or designee, who performs purchasing services for Travis County.
- 1.11 "Days" means calendar day(s) unless otherwise specifically noted in any individual provision.
- 1.12 "Executive Manager" means the Executive Manager of the Travis County Health, Human Services and Veterans Services Department.
- 1.13 "Fiscal Year" means the County fiscal year, which, at the time of execution of this Agreement begins October 1 and ends on the next following September 30.
- 1.14 "Grant" means the ARRA Grant(s) received by City and/or County.
- 1.15 "Interlocal Products" means those products related to the provision of weatherization services which are necessarily purchased in order to fulfill Grant requirements.
- 1.16 "Interlocal Services" means those work related to weatherization provided by contractors secured pursuant to the terms of this Agreement.
- 1.17 "Party" and/or "Parties" means the County and/or City.
- 1.18 "Purchasing Entity" means the Party actually issuing the solicitation and awarding the initial contract with the vendor.
- 1.19 "Purchasing Officer" means the individual designated by City as the purchasing officer under this Agreement, or his/her successor or designee.
- 1.20 "Supplier" means the contractor/vendor providing goods or services under a contract entered into pursuant to this Agreement.
- 1.21 "Supplier Agreement" means any contract under which products or services are purchased pursuant to this Agreement.
- 1.22 "TCHHSVS" means the Travis County Health, Human Services and Veterans Services.
- 1.23 "Travis County Auditor" means Susan Spataro, Travis County Auditor or her successor in office or designated representative.

2.0 TERM

2.01 **Initial Term.** This Agreement shall continue in full force for the Agreement period which commences on September 1, 2009, and terminates on August 31, 2010.

2.02 **Renewal Term(s).** Upon approval by the City Council of the City Department budget and by the Commissioners Court of the County Department budget, and continuation of the respective ARRA grants, this Agreement shall automatically renew on September 1, 2010 for a term of one year; and shall automatically renew for terms of one year thereafter for an additional five (5) years unless sooner terminated pursuant to this Agreement. The terms and conditions of the Agreement in any Renewal Term will remain the same as those in the previous term unless and until amended in writing pursuant to the terms of this Agreement.

3.0 ADMINISTRATION AND SUPPORT

3.01 Administration.

3.01.1 **City Administration.** City herein designates Austin Energy as the department responsible for the City's administration of this Agreement and all matters pertaining hereto. City Contract Administrator(s) are as follows: Steve Saenz - Interim Program Manager, Program Delivery (512/482-5325); Joe Guerrero - Senior Conservation Specialist, Energy Efficiency Services (512/482-5317; and Darlene Berghammer - Energy Efficiency Services, Division of Austin Energy (512/322-6074); all located at 811 Barton Springs Road, 3rd Floor, Austin, Texas 78704.

3.01.2 **County Administration.** County designates TCHHSVS as the department responsible for County's administration of this Agreement. It is acknowledged that no officer, agent, employee or representative of County has the authority to change the terms of this Agreement unless expressly granted that authority by the Commissioners Court.

3.02 **Authorized Representatives.** City and County agree that, unless otherwise designated specifically in any provision, all communication, requests, questions or other inquiries related to this Agreement shall initially be presented by and through the Executive Manager for the County and the Director for the City, with copies to the Purchasing Agent and Purchasing Officer.

3.03 **Expertise and Resources Support.** Each Party shall cooperate and share expertise and resources in order to efficiently provide weatherization services under the ARRA Weatherization Assistance Program as follows:

3.03.1 **Eligibility and Application.** The Parties shall exchange resources regarding eligibility and application including:

- a. customer data related to eligibility determination and qualification
- b. exchange of customer referral lists
- c. coordination of outreach efforts
- d. development of common program forms and documentation

3.03.2 **Program Resources.** By mutual agreement, the Parties shall coordinate and share resources including the following:

- a. services provided through a common pool of contractors
- b. sharing costs, where applicable, of materials and providers
- c. coordinate and cooperate in the development of marketing efforts, including client

education materials and media outreach

3.03.3 **Equipment and Training.** The Parties shall, to the extent feasible and as mutually agreed to:

- a. share equipment
- b. share and coordinate staff training efforts toward all areas of grant activities
- c. share program information

3.03.4 **NEAT and/or MHEA.** To the extent feasible and as mutually agreed, the Parties shall coordinate the implementation of the National Energy Audit Tool (NEAT) and/or Manufactured Home Energy Audit (MHEA) Audit in areas including:

- a. use of audits
- b. development of audit reports
- c. implementation of priority lists
- d. use of alternative audits

3.03.5 **Multi-Family Unit Efforts.** The Parties will coordinate multi-family unit efforts by exchanging qualified applicants and coordinating efforts on common sites.

3.03.6 **Other.** The Parties shall coordinate efforts related to Lead Safe Work practice and Health and Safety implementation.

3.04 **Grant Requirements.** Both Parties agree to perform, and to require all subcontractors/ subrecipients to perform, all services and activities under this Agreement in compliance with all Department of Energy and Texas Department of Housing and Community Affairs program requirements as set forth in the current Grant agreements, and as set forth under any future obligations related to those Grant agreements. All services provided under this Agreement shall be in conformance with applicable Austin Energy Weatherization Assistance Program and Travis County Weatherization Assistance Program requirements.

3.05 **Fees.** The fees of each Party for eligible weatherization measures shall be in accordance with ARRA Weatherization Assistance Program (Weatherization Assistance Program, Effective 2009) requirements and guidelines.

3.06 **Future Agreements.** The Parties acknowledge that there may be additional services, activities and obligations which arise under the Grant agreements and which the Parties may desire to add to their agreement for coordination and cooperation. In such case, the Parties agree to either amend this Agreement as set forth in Section 9.0, or enter into additional written contracts, approved by both Parties, which set forth additional procedures and resource utilization as necessary to further carry out requirements of their respective ARRA/WAP Grants,

3.07 **Insurance.** City and County acknowledge and agree that each Party is self-insured and will maintain such coverage at a level sufficient to cover the needs of City and County, respectively, pursuant to applicable generally accepted business standards. Each Party shall require all subcontractors providing services under this Agreement to have insurance coverage sufficient to cover the needs of the Parties and/or subcontractor pursuant to applicable generally accepted business standards.

4.0 SCOPE OF AGREEMENT

4.01 **Purpose.** City and County agree to cooperatively invite bids for the purchase of goods and services necessary to provide weatherization services pursuant to ARRA Grant terms as described herein in order to

achieve cost savings and efficiencies by eliminating multiple government solicitations and reducing administrative and overhead costs of both suppliers and City and County.

4.02 **Applicable Law.** All procurement under this Agreement shall be conducted in accordance with all applicable statutes, ordinances, rules and regulations and policies that govern each Party's procurement practices.

4.03 **Solicitation.**

4.03.1 **Coordination.** Representatives from TCHHSVS Austin Energy, Purchasing Agent and Purchasing Officer shall coordinate all procurement efforts under this Agreement.

4.03.2 **Notice.** Either Party shall provide the other Party with notice of initiation of the procurement process with sufficient time for the other Party to respond with input as to the particular procurement.

4.03.3 **Information.** Upon reasonable request, and subject to convenience, each Party shall have the opportunity to make available and provide information and requirements relating to any procurement upon notice that such procurement has been initiated; and shall have the opportunity to review and comment on any procurement documents prior to release. No bid document shall be released until both Parties have approved the content, and either Party will have the ability to opt out of any bid procedure by written notice to the other Party at any time during the procedure. All solicitations shall include the provisions necessary to comply with each Party's purchasing policy requirements and with all applicable statutory requirements.

4.04.4 **Issuance Procedure.** The initiating Party shall coordinate all procurement processes through that entity's purchasing office, including the posting of advertisements and receiving of all responses. Copies of any advertisements and other related documents shall be provided to the non-initiating party in a timely manner.

4.03.5 **Review of Response(s).** The Party initiating the procurement shall provide opportunity for the other Party to have input concerning responses to the procurement issuance and final award of contract(s) as a result of that procurement process.

4.03.6 **Supplier Agreement.** Upon award of any Supplier Agreement entered into under this Agreement, the initiating Party shall provide the other Party with copies of the Supplier Agreement(s), as well as any amendments, changes or other matters related to such Supplier Agreement so long as it is in effect. Both Parties shall have the opportunity to purchase according to the terms and conditions of that Supplier Agreement, with each Party fulfilling the terms of the Supplier Agreement as if that Party were the original procuring entity. Each Party shall enter into a separate contract with the Supplier, with separate billing and payment requirements, with such contract containing those terms and conditions as set forth and agreed to during the procurement process. Either Party may request additional separate conditions to be included in the procurement documents as to that Party, or to be added to the final contract entered into between that Party and the supplier so long as those additional requirements do not conflict with the terms of the agreement included in the procurement document or with any terms of the applicable Grant agreement.

4.03.7 **Non-Exclusive.** Nothing in this Agreement shall operate to interfere with or prevent either Party from entering into separate agreements as necessary to fulfill their obligations under this Agreement or the Grant. Both Parties will make their best effort to coordinate all purchases related to the Grant so as to meet the intent of this Agreement for cooperative purchasing. Purchases under and contract entered into pursuant to this Agreement are at the sole and complete discretion of the purchasing Party.

4.04 **Monitoring.** Each Party shall allow the regular monitoring of operation of any services provided pursuant to this Agreement by the other Party; and each Party shall have the right to conduct periodic on-site monitoring of the other's compliance with the terms of this Agreement. Monitoring by either Party shall be accomplished with as little disruption to the operations of the other Party as possible. After any monitoring visit, a written report shall be provided if any deficiencies are noted, with provision for correction of such deficiencies within thirty (30) days of receipt of such notice.

5.0 RETENTION AND ACCESSIBILITY OF RECORDS

5.01 **City Retention.** Unless otherwise specified herein, City shall maintain all fiscal records and documentation for all expenditures pertaining to this Agreement in a readily available state and location until an audit in conformance with generally accepted accounting principals and procedures for governmental organizations is completed and all questions arising from it are resolved satisfactorily or three (3) years from after the end of the Agreement period, whichever occurs later.

5.02 **County Access.** Subject to applicable laws, City shall give the County, or any of its 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 City pertaining to this Agreement at reasonable times and for reasonable periods. These rights to access shall continue as long as the records are retained by City.

5.03 **County Retention.** Unless otherwise specified herein, County shall maintain all fiscal records and documentation for all expenditures pertaining to this Agreement in a readily available state and location until an audit in conformance with generally accepted auditing standards and generally accepted government auditing standards (in conformance with a basis that complies with State financial laws and the State Constitution and OMB A-87) is completed and all questions arising from it are resolved satisfactorily or three (3) years from after the end of the Agreement period, whichever occurs later.

5.04 **City Access.** Subject to applicable laws, County shall give the City, or any of its 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 County pertaining to this Agreement at reasonable times and for reasonable periods. These rights to access shall continue as long as the records are retained by County.

5.05 Access/Claims.

5.05.1 **Notice.** If there is any incident in which claims are made against the City or any City employee, or County or any County employee, as a result of the activities performed under this Agreement, the Party against whom the claim is made shall give the duly authorized representative(s) of the other Party full and reasonable access to and the right to examine documentation related to this matter at reasonable times and for reasonable periods with these rights to access continuing until all claims are resolved or three years after the termination of this Agreement, whichever is later.

5.05.2 **Address.** The address for notice provided under this Section 5.05 shall be delivered either personally or by mail and shall be directly sent to the following address:

- a. City: Law Department
Austin Energy
721 Barton Springs Rd., 5th Floor
Austin, Texas 78767
ATTN: Division Chief, Legal Services

b. County: County Attorney
P. O. Box 1748
Austin, Texas 78767

5.06 **Confidentiality of Records.** City and County agree to keep confidential at all times all information that identifies clients and personnel and any other information in accordance with the applicable Federal, State and local laws, rules and regulations and applicable professional ethical standards.

5.07 **Accurate Information.** Each Party warrants that all reports, data and information submitted to the other Party will be accurate, reliable and verifiable. Approval by the receiving Party shall not constitute nor be deemed a release of the responsibility and liability of the submitting Party, its employees, agents or associates for the accuracy and competency of their reports, information, documents or services, nor shall approval by the receiving Party be deemed to be the assumption of such responsibility by the receiving Party for any defect, error, omission, act or negligence or bad faith by the submitting Party, its employees, agents or associates.

6.0 AUDIT

6.01 **County Audit.** Except as otherwise provided herein, County has the right to conduct a financial and compliance audit of the performance of this Agreement on an annual basis. City agrees to permit County or its authorized representative, or any authorized representative of any other governmental agency with a direct interest in services provided under this Agreement, to audit the records that relate to this Agreement and to obtain and make available for inspection, audit and/or reproduction any documents, materials, or information necessary to facilitate such audit. City shall take whatever action is appropriate to facilitate the performance of any audits conducted pursuant to this Agreement that County may require of City. This includes, to the extent such detail will properly reflect, all costs: direct and indirect costs of labor, material, equipment, supplies, and services and all other costs and expenses of whatever nature for which reimbursement is claimed under provisions of this Agreement or services provided under this Agreement. City agrees to provide County and any of County's authorized representatives and representatives from any governmental agency related to Grant funds full and complete access to all records related to Grant activities as necessary to complete any audits required or requested pursuant to the Grant terms.

6.02 **City Audit.** Except as otherwise provided herein, City has the right to conduct a financial and compliance audit of the performance of this Agreement on an annual basis. County agrees to permit City or its authorized representative, or any authorized representative of any other governmental agency with a direct interest in services provided under this Agreement, to audit the records that relate to this Agreement and to obtain and make available for inspection, audit and/or reproduction any documents, materials, or information necessary to facilitate such audit. County shall take whatever action is appropriate to facilitate the performance of any audits conducted pursuant to this Agreement that City may require of County. This includes, to the extent such detail will properly reflect, all costs: direct and indirect costs of labor, material, equipment, supplies, and services and all other costs and expenses of whatever nature for which reimbursement is claimed under provisions of this Agreement or services provided under this Agreement. County agrees to provide City and any of City's authorized representatives and representatives from any governmental agency related to Grant funds full and complete access to all records related to Grant activities as necessary to complete any audits required or requested pursuant to the Grant terms.

7.0 INDEPENDENT ENTITY AND ACKNOWLEDGEMENT OF RESPONSIBILITIES

7.01 **Independent Entities.** The Parties expressly acknowledge and agree that City and County are independent entities and each assumes all the rights, obligations, and liabilities applicable to it as an independent entity. No employee of the City shall be considered an employee, agent, or representative of the County or gain any rights against the County pursuant to the County's personnel policies. No employee of the County shall be considered an employee, agent, or representative of the City or gain any rights against the City pursuant to the City's

personnel policies. The relationship of County and City under this Agreement is not and shall not be construed or interpreted to be a joint enterprise or joint venture. Neither Party shall have the authority to make any statements, representations or commitments of any kind, or to take any action which shall be binding on the other Party or which shall hold itself out to be binding on the other Party.

7.02 **Responsibilities.** City shall not be liable for any claims, damages or attorney fees arising from any negligence or unlawful acts of the County or its employees in relation to this Agreement. County shall not be liable for any claims, damages or attorney fees arising from any negligence or unlawful acts of City or its employees in relation to this Agreement. City and County acknowledge that each entity is otherwise responsible for any claims or losses from personal injury or death or property damages that were caused by the acts or omissions of that entity, its agents, employees, or representatives in the performance of the services and activities under this Agreement; and that each entity will be responsible for the handling of the portion of any claim which is based solely on the assertion that a policy of that entity is illegal or unenforceable in any way.

7.03 **Claims Notification.** If any claim, or other action, including proceedings before an administrative agency, is made or brought by any person, firm, corporation, or other entity against City or County; the party against whom the claim or other action is made shall give written notice to the other party of the claim, or other action within three (3) working days after being notified of it or the threat of it. Such notice shall include the name and address of the person, firm, corporation or other entity that made or threatened to make a claim, or that instituted or threatened to institute any type of action or proceeding; the basis of the claim, action or proceeding; the court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and the name or names of any person against whom this claim is being made or threatened. This written notice shall be given in the manner provided in Section 15.0 of this Agreement. Except as otherwise directed, the party against whom the claim has been made shall furnish to County copies of all pertinent papers received by that party with respect to these claims or actions.

7.04 **Administrative Services.** City and County acknowledge and agree that, in providing City administrative services in Austin Energy, City is not responsible for County's burden to provide direct and support health and human services to residents of rural Travis County; and, except as otherwise provided in this Agreement, County is not responsible for paying the costs of providing direct and support Health Care Services to City residents.

8.0 TERMINATION

8.01 **Termination.** Unless otherwise specified herein, either party shall have the right to terminate this Agreement, in whole or in part, at any time before the date of termination for the following reasons:

8.01.1 During the budget planning and adoption process, Commissioners Court or City Council, respectively, fails to provide funding for the Agreement during the next Agreement period;

8.01.2 Either party has failed to comply with any term or condition of this Agreement.

8.01.3 Grant funding upon which services under this Agreement are being provided ceases to be available to either or both Parties.

8.01.4 Either Party is unable to conform to changes required by federal, state or local laws or regulations.

8.02 **Mutual Termination.** Either party has the right to terminate this Agreement, in whole or in part, when both parties agree that the continuation of the activities funded under this Agreement would not produce beneficial results commensurate with the further expenditure of funds; provided that both parties agree, in writing, upon the termination conditions, including the effective date of the termination and, in the case of partial termination,

the portion of the contract to be terminated.

8.03 **Termination Procedure.** At least thirty (30) days prior to the effective date of termination, the party seeking termination shall notify the other Party of the reasons for termination, the effective date of termination, and, in the case of a partial termination, the portion of the agreement to be terminated. The other Party may avoid termination if that Party corrects the cause(s) for termination to the satisfaction of the termination Party prior to the effective date of termination.

8.04 **Continued Liability.** Notwithstanding any exercise by County of its right of termination, City shall not be relieved of any liability to County for damages due to County by virtue of any breach of this Agreement by City. Notwithstanding any exercise by City of its right of termination, County shall not be relieved of any liability to City for damages due to City by virtue of any breach of this Agreement by County.

8.05 **Rights Surviving Termination.** If either party terminates this Agreement in whole or in part, City has the right to receive payment for all purchases provided before the date of termination and not previously paid.

8.06 **Right to Assurance.** Whenever one Party this Agreement in good faith has reason to question the other's intent to perform, the Party may demand that the other Party provide written assurance of their intent to perform. In the event a demand is made under this Section 8.06, and the other Party gives no such written assurance within thirty (30) days of receipt of the written notice of such demand, the demanding Party may treat this failure as an anticipatory repudiation of this Agreement.

9.0 MISCELLANEOUS PROVISIONS

9.01 **Civil Rights/ADA Compliance.** City and County shall each provide, or contract to provide, all services and activities under this Agreement in compliance with the Constitutions of the United States and Texas and with all applicable federal, state and local orders, laws, regulations, rules, policies and certifications governing any activities undertaken during the performance of this Agreement including, but not limited to: Title VI of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504 (29 U.S.C., Section 794), the provisions of the Americans With Disabilities Act of 1990, Public Law 101-336 [S.933], Chapter 73, Texas Administrative Code, Section 85.113 (relating to workplace and confidentiality guidelines regarding AIDS and HIV), and the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Neither City nor County shall discriminate against any employee, applicant for employment, or Client based on race, religion, color, sex, national origin, age or handicapped condition.

9.02 **Non-Waiver.** No payment, act or omission by County may constitute or be construed as a waiver of any breach or default of City which then exists or may subsequently exist. No payment, act or omission by City may constitute or be construed as a waiver of any breach or default of County which then exists or may subsequently exist. The failure of either Party to exercise any right or privilege granted in this Agreement shall not be construed as a waiver of that right or privilege.

9.03 **Reservation of Rights and Remedies.** All rights of County under this Agreement are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right to County under it. Any right or remedy in this Agreement shall not preclude the exercise of any other right or remedy under this Agreement or under any law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies. All rights of City under this Agreement are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right to City under it. Any right or remedy in this Agreement shall not preclude the exercise of any other right or remedy under this Agreement or under any law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

9.04 **Binding Agreement.** This Agreement shall be binding upon the successors, assigns, administrators, and legal representatives of the parties to this Agreement.

9.05 **Entire Agreement.** All oral and written agreements between the parties to this Agreement relating to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained in this Agreement.

8.06 **Law and Venue.** This Agreement is governed by the laws of the State of Texas and all obligations under this Agreement shall be performable in Travis County, Texas. Venue for any dispute arising out of this Agreement will lie in the appropriate Courts of Travis County, Texas.

8.07 **Severability.** If any portion of this Agreement is ruled invalid by a court of competent jurisdiction, the remainder of it shall remain valid and binding, and shall continue to have full force and effect and shall in now way be impaired or invalidated by that holding..

8.08 **Political Activity.** Neither County nor City shall use any of the performance under this Agreement or any portion of the Agreement funds for any activity related to the result of an election for public office or any election, or the passage or defeat of any legislative measure. This prohibition shall not be construed to prevent any official or employee of either Party from furnishing to any member of its governing body upon request or to any other local or state official or employee, or to any citizen, information in the hands of the employee or official not considered under law to be confidential. No Agreement Funds can be used directly or indirectly to hire employees or in any other way fund or support candidates for the legislative, executive or judicial branches of the government of City, County, the State of Texas or the government of the United States.

8.09 **Sectarian Activity.** County and City shall ensure that activities performed under this Agreement shall be carried on in a manner free from religious influence. Neither County nor City shall execute any agreement with any primarily religious organization to receive Agreement funds from City unless the agreement includes provisions, as provided by County, to effectuate this assurance. Each party shall submit such agreements to the other party prior to the release of Agreement funds. Neither City's nor County's selection of a Subcontractor nor expenditure of funds under this Agreement is an endorsement of the Subcontractor's charitable or religious character, practices or expressions. No expenditures have as their objective the funding of sectarian worship, instruction or proselytization. City and County agree to be bound by the provisions of Section 702 of the Civil Rights Act [42 U.S.C., Section 2000E-1(a)] regarding employment practices and Section 104 of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (8 U.S.C., Section 604a) regarding additional rights and responsibilities for charitable and faith-based providers of social services, assisted individuals and providers of such services.

8.10 **Publicity.** When appropriate, County and City shall publicize the services and activities of County and City under this Agreement. In any publicity prepared or distributed by or for County or City, the funding through County and City shall be mentioned as having made the project possible.

8.11 **Interpretational Guidelines**

8.11.1 **Computation of Time.** When any period of time is stated in this Agreement, the time shall be computed to exclude the first day and include the last day of the period. If the last day of any period falls on a Saturday, Sunday or a day that County or City has declared a holiday for its employees these days shall be omitted from the computation.

8.11.2 **Number and Gender.** Words of any gender in this Agreement shall be construed to include any other gender and words in either number shall be construed to include the other unless the context in the Agreement clearly requires otherwise.

8.11.3 **Headings.** The headings at the beginning of the various provisions of this Agreement 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 Agreement.

8.12 **Compliance With Applicable Law.** In the performance of the services required of each party pursuant to this Agreement, City and County agree to comply with all applicable federal, state, county and city statutes, ordinances, rules and regulations.

8.13 **Immunity or Defense.** It is expressly understood and agreed by all Parties that neither the execution of this Agreement, nor any conduct of any representative of City or County relating to this Agreement, shall be considered to waive, nor shall it be deemed to have waived, any immunity or defense that would otherwise be available to that entity against claims arising in the exercise of its governmental powers and functions, nor shall it be considered a waiver of sovereign immunity to suit. It is understood and agreed that a decision by one Party to waive immunity or to compensate a claim for which immunity would have been a defense and would have operated to prevent payment does not operate as a waiver or decision to compensate by the other Party; nor will such action by one Party operate to incur any expense or charge to the other Party.

8.14 **Agreement Limitation.** This Agreement sets out the agreements and obligations between County and City only, and does not obligate either Party to the other Party's subcontractors or to any third party. This Agreement creates no third party beneficiary rights.

8.15 **Survival of Conditions.** Applicable provisions of this Agreement shall survive beyond termination or expiration of this Agreement until full and complete compliance with all aspects of these provisions has been achieved where the Parties have expressly agreed that those provisions should survive any such termination or expiration or where those provisions remain to be performed or by their nature would be intended to be applicable following any such termination or expiration.

8.16 **Dispute Resolution/Mediation.** Initial disputes and unresolved questions or issues of City or County shall initially be presented by City to County by submission in writing to TCHHSVS with a copy to the County Purchasing Agent and by County to City by submission in writing to the Director. If satisfactory resolution cannot be achieved between the Parties within a reasonable time, and should mediation be acceptable to both Parties in resolving a dispute arising under this Agreement, the Parties agree to use the Dispute Resolution Center of Austin, Texas, as the provider of mediators for mediation as described in the TEX. CIV. PRAC. AND REM. CODE, Section 154.023. Unless both Parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in TEX. CIV. PRAC. AND REM. CODE, Sec. 154.073, unless both Parties agree, in writing, to waive the confidentiality.

8.17 **County Public Purpose.** By execution of this Agreement, the Commissioners Court hereby finds that the needs to be addressed by the services to be provided under the terms of this Agreement and specifically set forth in the attached Work Statements, constitute a significant public concern impacting members of the population which the County serves. The Commissioners Court further finds that the provision of services to be provided by City pursuant to this Agreement will further the public purpose of addressing those health and human services issues, problems and needs identified in this Agreement for identified individuals.

9.0 AMENDMENTS

9.01 **Written Amendments.** Unless specifically provided otherwise in this Agreement, any change to the terms of this Agreement or any attachments to it shall be made in writing and signed by all parties. It is acknowledged by City that no officer, agent, employee or representative of County has any authority to change the

terms of this Agreement or any attachments to it unless expressly granted that authority by the Commissioners Court.

9.02 **Submission of Amendment.** City shall submit all requests for alterations, additions or deletions of the terms of this Agreement or any attachment to it to the County Purchasing Agent, with a copy to the County Executive Manager for consideration. Requests for alterations, additions or deletions of the terms of this Agreement by County shall be submitted to the City Manager and City Director, with a copy to the Purchasing Officer.

10.0 NOTICES

10.01 Any notice required or permitted to be given under this Agreement by one party to the other shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the address set forth in this Section 15.0 for the party to whom the notice is given, or on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party at the address hereinafter specified.

10.02 **Address.** The address of County for all purposes under this Agreement shall be:

Cyd Grimes, Purchasing Agent
P. O. Box 1748
Austin, Texas 78767

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

Honorable David Escamilla (or his successor in office)
Travis County Attorney
P. O. Box 1748
Austin, Texas 78767

and

Sherri Fleming
Executive Director, TCHHSVS
P. O. Box 1748
Austin, Texas 78767

10.03 **City Address.** The address of the City for all purposes under this Agreement and for all notices hereunder shall be as set forth in Section 3.01.1.

10.04 **Change of Address.** Each party may change the address for notice to it by giving notice of the change in compliance with Section 15.0 and delivering a copy of the notice to the County Clerk and City Clerk for attachment to this Agreement no later than ten (10) days after the effective date of the notice.

11.0 LEGAL AUTHORITY

11.01. **Legal Authority to Enter Agreement.**

11.01.1 City guarantees that City possesses the legal authority to enter into this Agreement, receive funds authorized by this Agreement, and to perform the services City has obligated itself to perform under this Agreement.

11.01.2 County guarantees that County possesses the legal authority to enter into this Agreement, receive funds authorized by this Agreement, and to perform the services County has obligated itself to perform under this Agreement. It is acknowledged by City that no officer, agent, employee or

representative of County has any authority to modify, alter or amend this Agreement unless expressly granted that authority by the Commissioners Court.

11.02 **Signors.**

11.02.1. The person or persons signing this Agreement on behalf of City, or representing themselves as signing this Agreement on behalf of City, do hereby warrant and guarantee that he, she or they have been duly authorized by City to sign this Agreement on behalf of City and to bind City validly and legally to all terms, performances, and provisions in this Agreement.

11.02.2. The person or persons signing this Agreement on behalf of County, or representing themselves as signing this Agreement on behalf of County, do hereby warrant and guarantee that he, she or they have been duly authorized by County to sign this Agreement on behalf of County and to bind County validly and legally to all terms, performances, and provisions in this Agreement.

12.0 PROHIBITIONS

12.01 **Conflict of Interest.** In performing duties under this Agreement, City employees shall comply with the conflict of interest requirements and ethics provisions set forth in the Austin City Code, Article 4 (a copy of which has been provided to County). Both Parties shall comply with the conflict of interest provisions in Chapter 171 of the Texas Local Government Code and other applicable laws.

12.02 **Solicitation.** Both Parties warrant that no persons or selling agency was or has been retained to solicit this Agreement upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by that Party to secure business. For breach or violation of this warranty, the non-breaching Party shall have the right to terminate this Agreement without liability, or, in its discretion, to, as applicable, add or to or deduct from the Agreement price for consideration, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

12.03 **Gratuities.** Either Party may cancel this Agreement if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by the other Party or any agent or representative to any official or employee with a view toward securing favorable treatment with respect to the performing of this Agreement. In the event this Agreement is cancelled pursuant to this provision, the canceling Party shall be entitled, in addition to any other rights and remedies, to recover from the other Party a sum equal in amount to the cost incurred by the offending Party in providing such gratuities. Neither Party's employees, officers and agents shall solicit nor accept gratuities, favors or anything of monetary value from Subcontractors or potential Subcontractors.

12.04 **Nepotism.** City and County agree that they will comply with TEX. GOVERNMENT CODE ANN., Ch. 573, by ensuring that no officer, employee or member of the governing body of that Party shall vote or confirm the employment of any person related within the second degree by affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person.

13.0 ASSIGNABILITY

13.01 No party may assign any of the rights or duties created by this Agreement without the prior written approval of the other parties. It is acknowledged by City that no officer, agency, employee or representative of County has any authority to grant such assignment unless expressly granted that authority by the Commissioners Court.

14.0 FORCE MAJEURE.

14.01 Neither Party shall be financially liable to the other Party for delays or failures to perform under the Agreement where such failure is caused by force majeure (i.e. those causes generally recognized under Texas law as constituting impossible conditions). Such delays or failures to perform shall extend the period of performance until these exigencies have been removed. The Party seeking to avail itself of this clause shall notify the other Party within five (5) business days or otherwise waive the right as a defense, unless notification is impractical under the circumstances, in which case notification shall be done in as timely a manner as possible. City agrees that breach of this provision entitles County to reduce or stop payments or immediately terminate this Agreement.

EXECUTED in duplicate originals this the ____ day of _____, 2009.

TRAVIS COUNTY

By: _____
Samuel T. Biscoe, County Judge

Date: _____

APPROVALS:

Approved as to Form: *Mary Etta Debraud*
Assistant County Attorney

Date: 1/6/10

Approved By: *Cyd V. Grimes*
Cyd Grimes, Purchasing Agent

Date: 1/12/10

Funds Verified By: N/A
Susan Spataro, County Auditor

Date: _____

CITY OF AUSTIN

By: *[Signature]*
Roger Duncan, General Manager
Austin Energy

Date: 12/10/07

Approved as to Form: *John Gooding*
Assistant City Attorney

Date: 12-9-09



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

19

Approved by: _____

Cyd V. Grimes 1/11/10 YMB

Voting Session: Tuesday, January 19, 2010

REQUESTED ACTION: CONSIDER AND TAKE APPROPRIATE ACTION RELATING TO THE Mc KINNEY FALLS PARKWAY EXTENSION PROJECT AS FOLLOWS:

- A. APPROVE TRANSFER REQUEST TOTALING \$2,007,000.00 OF SAVINGS FROM COMPLETED 1997 AND 2001 BOND PROJECTS IN PRECINCT 4, TO THE Mc KINNEY FALLS PARKWAY EXTENSION PROJECT CONSTRUCTION BUDGET. (TNR)
- B. APPROVE CONTRACT AWARD FOR CONSTRUCTION SERVICES FOR THE Mc KINNEY FALLS PARKWAY EXTENSION PROJECT, IFB NO. B100030-LP, TO THE LOW BIDDER, CAPITAL EXCAVATION COMPANY. (TNR)

Points of Contact:

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

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COUNTY JUDGE'S OFFICE
10 JAN 12 PM 3:24

- **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 Thursday, November 19, 2009, Travis County received seven (7) bids in response to IFB No. B100030-LP, Mc Kinney Falls Extension Project. The bids (including the base bid and four additional alternates) ranged from \$7,170,013.10 to \$9,317,468.64.

TNR has reviewed the bids and recommends awarding, with Purchasing’s concurrence, a construction contract to the low bidder, Capital Excavation Company in the amount of \$6,784,424.87, which includes the base bid of \$2,816,971.52 and additional alternates 1 in the amount of \$554,385.35, additional alternate 2 in the amount of \$2,543,643.93 and additional alternate 3 in the amount of \$869,424.07. Additional Alternate four will not be approved at this time, and may be modified into the contract at a later date.
- Before this contract can be awarded, TNR is requesting Court approval of a transfer of additional funding in the amount of \$2,007,000.00 from the 1997 and 2001 Bond programs

savings in Precinct 4 (reference Item A above). For additional details on this request, please see attached TNR Memo dated January 4, 2010.

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

Not applicable

- **Contract-Related Information:**

Award Amount: \$6,784,424.87

Contract Type: Construction

Contract Period: 455 working days

Contract Modification Information:

Modification Amount: N/A (Firm Amount) (Add'l. comments)

Modification Type: N/A

Modification Period: N/A

- **Solicitation-Related Information:**

Solicitations Sent: 55 Responses Received: 7

HUB Information: Vendor is not a HUB % HUB Subcontractor: 8.32%

- **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: Draft Contract attached. Original routed for signatures

- **Funding Information:**

Purchase Requisition in H.T.E.: 482421

<input checked="" type="checkbox"/> Funding Account(s):	<u>Account Number</u>	<u>Amount</u>
	439-4941-756-8164	\$277,200.00
	468-4931-808-8164	\$22,409.00
	473-4931-808-8164	\$222,377.00
	508-4931-808-8164	\$3,255,720.91
	<u>475-4993-750-6099</u>	<u>\$3,006,717.96</u>
	Total Contract Award Amount	\$6,784,424.87

Total Project Budget: \$7,960,000.00

Design Budget: \$761,018.00

Construction Budget: \$6,968,982.00

Miscellaneous Budget: \$230,000.00

Comments: N/A

➤ **Statutory Verification of Funding:**

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

STATE OF TEXAS §

 **DRAFT**

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 CAPITAL EXCAVATION COMPANY (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 FY Mc KINNEY FALLS PARKWAY EXTENSION 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 Mc KINNEY FALLS PARKWAY EXTENSION PROJECT (IFB NO. B100030-LP), 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. B100030-LP).

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 Mc KINNEY FALLS PARKWAY EXTENSION 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. B100030-LP) 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. B100030-LP) represents 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 ten (10) working days, and shall be complete with the said work within 455 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 \$6,784,424.87 consisting of \$5,868,473.74 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 \$915,951.13 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

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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

CAPITAL EXCAVATION COMPANY

BY:  _____
TRAVIS COUNTY JUDGE

BY:  _____

APPROVED AS TO FORM:

APPROVED:

TRAVIS COUNTY ATTORNEY 

COUNTY PURCHASING AGENT

CERTIFIED FUNDS ARE AVAILABLE

COUNTY AUDITOR, TRAVIS COUNTY



Capital

McKINNEY FALLS PARKWAY EXTENSION, IFB NUMBER**BASE BID : McKinney Falls Ph I Extension Roadway Construction**

Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges adopted June 1, 2004 is used as the project Standard Specification which can be found in TXDoT web site: <http://www.dot.state.tx.us/business/specifications.htm>.

City of Austin Standard Details and Standard Specifications, updated July 17, 2009, is used where referenced as the Specification which can be found in City of Austin Web site: http://www.ci.austin.tx.us/sd2/spec_detail/exhtml/sdmenu.htm

DESC. CODE is the referenced Specification Description Code and can be found in:
 site: <http://www.dot.state.tx.us/insdtdot/orgchart/cmd/cserve/usfe/2004/usfe0101.htm>. or
 City of Austin Web site: http://www.ci.austin.tx.us/sd2/spec_detail/exhtml/sdmenu.htm

TXDoT web

S.P. =

Special Provision to the Standard Specification.

S.S. = Special Specification

BASE BID

Bid Item	Spec. No. / Desc. Code	S.P. No	S.S. No.	Description	Unit	QTY	Unit Price	Amount
1	100-2001			Preparing ROW	STA	82	\$900.00	\$73,800.00
2	105-2011			Removing Stab Base and Asph Pav (2"-6")	SY	14,976	\$1.02	\$15,275.52
3	110-2001			Excavation (Roadway)	CY	95,500	\$3.05	\$291,275.00
4	110-2002			Excavation (Channel)	CY	11,000	\$1.52	\$16,720.00
5	132-2004			Embankment (Final) (Dens Cont) (TY B)	CY	66,500	\$1.62	\$107,730.00
6	161-2014			Compost Manuf Topsoil (Bos or Pb) (4")	SY	125,000	\$1.75	\$218,750.00
7	164-2027			Cell Fbr Mulch Seed (Perm) (Urban) (Clay)	SY	125,000	\$0.18	\$22,500.00
8	168-2001			Vegetative Watering	MG	2,250	\$16.17	\$36,382.50
9	169-2003			Soil Retention Blanket (CL 1) (TY C)	SY	28,542	\$1.02	\$29,112.84
10	169-2007			Soil Retention Blanket (CL 2) (TY G)	SY	23,718	\$3.55	\$84,198.90
11	247-2230			FL BS (Complete in Place) (TY A) (GR 1) (8")	SY	5,125	\$5.50	\$28,187.50
12	247-2219			FL BS (Complete in Place) (TY A) (GR 1) (9")	SY	1,922	\$7.00	\$13,454.00
13	247-2235			FL BS (Complete in Place) (TY A) (GR 1) (13.5")	SY	28,377	\$8.25	\$234,110.25
14	260-2002			Lime (Hydrated Lime (Slurry))	TON	850	\$130.00	\$110,500.00
15	260-2027			Lime Treat (Exst Matl) (8") 7%	SY	35,424	\$1.70	\$60,220.80
16	310-2001			Prime Coat (MC-30)	GAL	6,721	\$4.00	\$26,884.00
17	340			HMAC TY B PG64/22 (3")	SY	24,381	\$7.20	\$175,543.20
18	340			HMAC TY C PG70/22 (2")	SY	24,381	\$5.30	\$129,219.30
19	340			HMAC TY C PG70/22 (1.5")	SY	2,058	\$5.15	\$10,598.70
20	340			HMAC TY C -PG70/22 (3")	SY	4,505	\$10.30	\$46,401.50

21	340			HMAC TY-C PG70/22 (4")	SY	1,681	\$13.40	\$22,525.40
22	354-2043			Plane Asph Conc Pav (1")	SY	2,059	\$1.20	\$2,470.80
23	400-2008			Cut & Restoring Pav (Asph)	SY	116	\$25.00	\$2,900.00
24	402-2001			Trench Excavation Protection (all depths)	LF	4,024	\$1.00	\$4,024.00
25	432-2003			Riprap (Conc) (4")	SY	684	\$45.00	\$30,780.00
26	432-2021			Riprap (Stone Protection) (18")	SY	288	\$55.00	\$15,840.00
27	432-2023			Riprap (Stone Protection) (24")	SY	116	\$60.00	\$6,960.00
28	432-2040			Riprap (Mow Strip) (5")	SY	353	\$55.00	\$19,415.00
29	450-2076			Rail (Handrail) (TY E)	LF	50	\$120.00	\$6,000.00
30	459-2002			Gabion (Galv)	CY	135	\$167.51	\$22,613.85
31	462-2038			Concrete Box Culverts (6'x2')	LF	125	\$190.00	\$23,750.00
32	464-2003			RC Pipe (18") (CL III)	LF	1,529	\$23.00	\$35,167.00
33	464-2005			RC Pipe (24") (CL III)	LF	1,251	\$27.00	\$33,777.00
34	464-2007			RC Pipe (30") (CL III)	LF	693	\$37.00	\$25,641.00
35	464-2012			RC Pipe (54") (CL III)	LF	195	\$95.00	\$18,525.00
36	464-2021			RC Pipe (18") (CL IV)	LF	64	\$24.00	\$1,536.00
37	464-2114			RC Pipe (21") (CL IV)	LF	167	\$26.00	\$4,342.00
38	466-2048			Wingwall (PW) (HW=4ft)	EA	2	\$5,000.00	\$10,000.00
39	466-2132			Headwall (CH-PW-0) (D=54in)	EA	1	\$8,000.00	\$8,000.00
40	467-2209			SET (TY II) (18") (RCP) (3:1) (C)	EA	2	\$600.00	\$1,200.00
41	467-2213			SET (TY II) (30") (RCP) (3:1) (C)	EA	2	\$900.00	\$1,800.00
42	467-2286			SET (TY II) (18") (RCP) (6:1) (P)	EA	6	\$700.00	\$4,200.00
43	500-2001			Mobilization	LS	1	\$280,000.00	\$280,000.00
44	502-2001			Barricades, Signs & Traffic Handling (paid monthly)	LS	1	\$38,000.00	\$38,000.00
45	506-2002			Rock Filter Dams (Install) (TY 2)	LF	123	\$16.24	\$1,997.52
46	506-2009			Rock Filter Dam (Remove)	LF	123	\$7.11	\$874.53
47	506-2016			Construction Exits (Install) (TY 1)	SY	400	\$8.12	\$3,248.00
48	506-2019			Construction Exits (Remove)	SY	400	\$4.57	\$1,828.00
49	506-2034			Temp Sediment Control Fence	LF	12,564	\$1.78	\$22,363.92
50	506-2041			Temp Sediment Control Fence (Inlet Protect)	LF	250	\$2.28	\$570.00
51	508-2002			Construction Detours	SY	2,203	\$20.00	\$44,060.00
52	529-2004			Conc Curb & Gutter (TY II)	LF	4,884	\$6.40	\$31,257.60
53	530-2010			Driveways (Conc)	SY	248	\$36.00	\$8,928.00
54	531-2004			Conc Sidewalks (4")	SY	2,847	\$21.00	\$59,787.00
55	531-2010			Curb Ramps (TY 7)	EA	2	\$800.00	\$1,600.00
56	531-2012			Curb Ramps (TY 9)	EA	2	\$900.00	\$1,800.00

57	531-2020			Curb Ramps (TY 2 Mod)	EA	2	\$1,000.00	\$2,000.00
58	540-2001			Mtl W-Beam Gd Fen (Tim Post)	LF	890	\$17.26	\$15,361.40
59	544-2001			Guardrail End Treatment (Install)	EA	2	\$1,873.10	\$3,746.20
60	550-2002			Chain Link Fence (Repair) (6')	LF	210	\$13.96	\$2,931.60
61	552-2003			Wire Fence (TY C)	LF	2,000	\$4.06	\$8,120.00
62	552-2005			Gate (TY 1)	EA	4	\$401.02	\$1,604.08
63	644-2001			Ins Sm Rd Sn Sup&Am Ty 10BWG (1) SA(P)	EA	19	\$353.05	\$6,707.95
64	644-2056			Relocate Sm Rd Sn Sup&Am Ty 10BWG	EA	3	\$319.80	\$959.40
65	644-2060			Remove Sm Rd Sn Sup & Am	EA	14	\$50.76	\$710.64
66	658-2240			Instl Del Assm (D-SW) SZ 1 (FLX) GF2	EA	18	\$24.37	\$438.66
67	658-2314			Instl Om Assm (OM-2X) (WC) GND	EA	4	\$42.64	\$170.56
68	662-2032			Wk Zn Pav Mrk Non-Remove (Y) (4") (SLD)	LF	1,954	\$0.81	\$1,582.74
69	666-2002			Refl Pav Mrk Ty I (W) (4") (BRK) (090 Mil)	LF	298	\$0.32	\$95.36
70	666-2011			Refl Pav Mrk Ty I (W) (4") (SLD) (090 Mil)	LF	15,269	\$0.32	\$4,886.08
71	666-2035			Refl Pav Mrk Ty I (W) (8") (SLD) (090 Mil)	LF	900	\$0.65	\$585.00
72	666-2047			Refl Pav Mrk Ty I (W) (24") (SLD) (090 Mil)	LF	134	\$5.58	\$747.72
73	666-2053			Refl Pav Mrk Ty I (W) (Arrow) (090 Mil)	EA	10	\$86.29	\$862.90
74	666-2095			Refl Pav Mrk Ty I (W) (Word) (090 Mil)	EA	10	\$106.60	\$1,066.00
75	666-2110			Refl Pav Mrk Ty I (Y) (4") (SLD) (090 Mil)	LF	16,716	\$0.34	\$5,683.44
76	666-2125			Refl Pav Mrk Ty I (Y) (12") (SLD) (090 Mil)	LF	2,324	\$2.89	\$6,716.36
77	672-2015			Refl Pav Mrkr TY II-A-A	EA	908	\$3.30	\$2,996.40
78	672-2017			Refl Pav Mrkr TY II-C-R	EA	108	\$3.30	\$356.40
79	COA 506S-11			Storm Drain Manhole	EA	10	\$2,664.46	\$26,644.60
80	COA 508S-4			Curb Inlet (10') Precast Ty 1-R	EA	12	\$3,000.00	\$36,000.00
81	COA 510-A1.5W			Pipe 1.5" Dia Waterline (All Depths) DI Including Excavation & Backfill	LF	100	\$20.00	\$2,000.00
82	COA 510-K			Ductile Iron Fittings	TON	0.05	\$5,000.00	\$250.00
83		SS-03		Geogrid Base Reinforcement	SY	35,424	\$2.60	\$92,102.40
84		SS-04		Detention Pond	LS	1	\$62,000.00	\$62,000.00
85		SS1381-A		Pre- and Post- Construction Video Inspection of Site	LS	1	\$1,000.00	\$1,000.00

Base Bid Total	\$2,816,971.52
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Below please type the base bid amount in words:
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Tax Exempt Total	\$2,436,626.52	Non-Tax Exempt Total	\$380,345.00
<p>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.</p>		<p>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.</p>	
<p>NOTE: The sum of the tax exempt and non-tax exempt costs must equal the Total Base Bid Amount.</p>			

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

Please note the following listed abbreviations used for proposed units: Unit

Abbreviations: CY = Cubic Yard, LF = Linear Foot, STA = Station, AC = Acre, EA = Each, SY = Square Yard, GAL = Gallon, KG = 1000GAL, LS = Lump Sum, SF = Square Foot, TON = Ton, MO = Month, EA/DAY = per Each per DAY

McKINNEY FALLS PARKWAY EXTENSION, IFB NUMBER**ADDITIVE ALTERNATE 1: Thaxton Road Low Water Crossing**

Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges adopted June 1, 2004 is used as the project Standard Specification which can be found in TXDOT web site: <http://www.dot.state.tx.us/business/specifications.htm>.

City of Austin Standard Details and Standard Specifications, updated July 17, 2009, is used where referenced as the Specification which can be found in City of Austin Web site: http://www.ci.austin.tx.us/sd2/spec_detail/exhtml/sdmenu.htm

DESC. CODE is the referenced Specification Description Code and can be found in:
TXDOT web site: <http://www.dot.state.tx.us/insdtdot/orgchart/cmd/cserve/usfe/2004/usfe0101.htm>. or
City of Austin Web site: http://www.ci.austin.tx.us/sd2/spec_detail/exhtml/sdmenu.htm
S.P. = Special Provision to the Standard Specification.
S.S. = Special Specification

ADDITIVE ALTERNATE 1 BID

Bid Item	Spec. No. / Desc. Code	S.P. No	S.S. No.	Description	Unit	QTY	Unit Price	Amount
1-1	100-2001			Preparing ROW	STA	7	\$800.00	\$5,600.00
1-2	104-2009			Removing Conc (Riprap)	SY	129	\$9.00	\$1,161.00
1-3	104-2022			Removing Conc (Curb and Gutter)	LF	226	\$4.00	\$904.00
1-4	105-2011			Removing Stabilized Base and Asphalt Pavement (2"-6")	SY	2,200	\$1.02	\$2,244.00
1-5	110-2001			Excavation (Roadway)	CY	297	\$14.21	\$4,220.37
1-6	110-2002			Excavation (Channel)	CY	1,500	\$10.15	\$15,225.00
1-7	132-2012			Embankment (Final) (Dens Cont) (TY B)	CY	948	\$5.58	\$5,289.84
1-8	161-2014			Compost Manuf Topsoil (Bos or Pb) (4")	SY	3,860	\$2.00	\$7,720.00
1-9	164-2027			Cell Fbr Mulch Seed (Perm) (Urban) (Clay)	SY	3,860	\$0.18	\$694.80
1-10	168-2001			Vegetative Watering	MG	112	\$15.00	\$1,680.00

1-11	169-2001		Soil Retention Blanket (CL 1) (TY A)	SY	1,089	\$1.02	\$1,110.78
1-12	169-2006		Soil Retention Blanket (CL 2) (TY F)	SY	1,188	\$4.06	\$4,823.28
1-13	247-2230		FL BS (Complete in Place) (TY A) (GR 1) (8")	SY	3,376	\$6.50	\$21,944.00
1-14	260-2002		Lime (Hydrated Lime (Slurry))	TON	58	\$130.00	\$7,540.00
1-15	260-2027		Lime Treat (Exst Matl) (8")	SY	2,905	\$3.50	\$10,167.50
1-16	310-2001		Prime Coat (MC-30), gallon.	GAL	630	\$4.00	\$2,520.00
1-17	340		HMAC TY-C PG64-22 (3")	SY	2,666	\$7.75	\$20,661.50
1-18	402-2001		Trench Excavation Protection	LF	100	\$1.00	\$100.00
1-19	432-2040		Riprap (Mow Strip) (5")	CY	29	\$370.00	\$10,730.00
1-20	462-2030		Concrete Box Culverts (10x6)	LF	254	\$400.00	\$101,600.00
1-21	462-2033		Concrete Box Culverts (10x9)	LF	145	\$450.00	\$65,250.00
1-22	466-xxxx		Wingwall (PW) (HW=12ft) (Mod)	EA	2	\$55,000.00	\$110,000.00
1-23	496-2001		Remove Str (Box Culvert)	EA	1	\$15,000.00	\$15,000.00
1-24	500-2001		Mobilization	LS	1	\$50,000.00	\$50,000.00
1-25	502-2001		Additional Barricades, Signs & Traffic Handling (paid monthly)	LS	1	\$9,000.00	\$9,000.00
1-26	506-2001		Rock Filter Dams (Install) (TY 1)	LF	24	\$16.24	\$389.76
1-27	506-2009		Rock Filter Dam (Remove)	LF	24	\$7.11	\$170.64
1-28	506-2016		Construction Exits (Install) (TY 1)	SY	156	\$8.12	\$1,266.72
1-29	506-2019		Construction Exits (Remove)	SY	156	\$4.57	\$712.92
1-30	506-2034		Temp Sediment Control Fence	LF	1,313	\$1.88	\$2,468.44

1-31	529-2004			Conc Curb & Gutter (TY II)	LF	142	\$17.00	\$2,414.00
1-32	530-2010			Driveways (Conc)	SY	86	\$36.00	\$3,096.00
1-33	540-2001			Mtl W-Beam Gd Fen (Tim Post)	LF	400	\$17.26	\$6,904.00
1-34	542-2001			Removing Mtal Man Guard Fence	LF	425	\$1.02	\$433.50
1-35	544-2001			Guardrail End Treatment (Install)	EA	2	\$1,873.10	\$3,746.20
1-36	552-2003			Wire Fence (TY C)	LF	851	\$4.06	\$3,455.06
1-37	644-2056			Relocate Sm Rd Sn Sup&Am Ty 10BWG	EA	1	\$319.80	\$319.80
1-38	658-2240			Instl Del Assm (D-SW) SZ 1 (FLX) GF2	EA	9	\$24.37	\$219.33
1-39	658-2314			Instl Om Assm (OM-2X) (WC) GND	EA	4	\$42.64	\$170.56
1-40	666-2011			Refl Pav Mrk Ty I (W) (4") (SLD) (090 Mil)	LF	1,585	\$0.61	\$966.85
1-41	666-2110			Refl Pav Mrk Ty I (Y) (4") (SLD) (090 Mil)	LF	1,705	\$0.61	\$1,040.05
1-42	666-2041			Refl Pav Mrk Ty I (W) (12") (SLD) (090 Mil)	LF	108	\$8.88	\$959.04
1-43			SS-03	Geogrid Base Reinforcement	SY	2.905	\$3.00	\$8,715.00
1-44	COA 506S-4WW			Minor Manhole Height Adjustment (2' Dia)	EA	1	\$686.41	\$686.41
1-45	COA 510-A1.5W			Pipe 1.5" Dia Waterline (All Depths) DI Including Excavation & Backfill	LF	170	\$20.00	\$3,400.00
1-46	COA 510-K			Ductile Iron Fittings	TON	0.05	\$5,000.00	\$250.00
1-47	COA 591-S24			Riprap (Stone Protection) (24")	CY	197	\$45.00	\$8,865.00

1-48	COA 591-S36			Riprap (Stone Protection) (36")	CY	551	\$50.00	\$27,550.00
1-49			SS1381-A	Pre- and Post- Construction Video Inspection of Site	LS	1	\$1,000.00	\$1,000.00

Add Alt 1 Bid Total	\$554,385.35
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Below please type the Alternate bid amount in words:

Tax Exempt Total	\$479,543.35	Non-Tax Exempt Total	\$74,842.00
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 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			

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

Please note the following listed abbreviations used for proposed units:

Unit Abbreviations: CY = Cubic Yard, LF = Linear Foot, STA = Station, AC = Acre, EA = Each, SY = Square Yard, GAL = Gallon, KG = 1000GAL, LS = Lump Sum, SF = Square Foot, TON = Ton, MO = Month, EA/DAY = per Each per DAY

McKINNEY FALLS PARKWAY EXTENSION, IFB NUMBER

ADDITIVE ALTERNATE 2: 48" Waterline Construction

Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges adopted June 1, 2004 is used where referenced as the Specification which can be found in TXDoT web site: <http://www.dot.state.tx.us/business/specifications.htm>.

City of Austin Standard Details and Standard Specifications, updated July 17, 2009, is used where referenced as the Specification which can be found in City of Austin Web site: http://www.ci.austin.tx.us/sd2/spec_detail/exhtml/sdmenu.htm

DESC. CODE is the referenced Specification Description Code and can be found in:
TXDoT web site: <http://www.dot.state.tx.us/insdtdot/orgchart/cmd/cserve/usfe/2004/usfe0101.htm>. or
City of Austin Web site: http://www.ci.austin.tx.us/sd2/spec_detail/exhtml/sdmenu.htm
S.P. = Special Provision to the Standard Specification.
S.S. = Special Specification

The undersigned, in compliance with the Invitation for Bids for construction of the following Project:
McKinney Falls Parkway Extension, and in particular, Additive Alternate 2, also known as the South IH-35 Water/Wastewater Program: Segment 20, South I-35 McKinney Falls Parkway Thaxton Road to William Cannon, 48-inch Water Main

(CIP ID# 6937.008) (F.D.U. 3960-2207-6211) for the City of Austin, Texas, having examined the Project Manual, Drawings and Addenda, the site of the proposed Work and being familiar with all of the conditions surrounding construction of the proposed Project, having conducted all inquiries, tests and investigations deemed necessary and proper; hereby proposes to furnish all labor, permits, material, machinery, tools, supplies and equipment, and incidentals, and to perform all Work required for construction of the Project in accordance with the Project Manual,

Note: The Bidder will enter the line item subtotal in the "Amount" column below, which is the product of the estimated "Quantity" multiplied by the "Unit Price". Any mathematical errors will be corrected for the purpose of determining the correct Amount to be entered in the Bid Form. The Amounts, including any corrected Amounts, will then be totaled to determine the actual amount of the Bid.

ADDITIVE ALTERNATE 2 BID

Bid Item	Spec. No. / Desc. Code	S.P. No	S.S. No.	Description	Unit	QTY	Unit Price	Amount
2.1	101S-B			Preparing Additional ROW (Sta. 0+00 - Sta 12+60)	STA	12.5	\$800.00	\$10,000.00
2.2	505S-1			Encasement and Encasement Pipe	LF	20	\$150.24	\$3,004.80
2.3	509S-1			Trench Excavation Safety Protection Systems (all depths)	LF	7799	\$1.00	\$7,799.00
2.4	510-AW48			Pipe, 48-inch Dia. Class 250 Ductile Iron (all depths), including Excavation and Backfill	LF	5750	\$195.00	\$1,121,250.00
2.5	510-AWRJ48			Factory Restrained Joint Pipe, 48" Dia. Class 250 Ductile Iron (all depths), including Excavation and Backfill	LF	1400	\$230.00	\$322,000.00
2.6	510-AWRJ24			Factory Restrained Joint Pipe, 24" Dia. Class 250 Ductile Iron (all depths), including Excavation and Backfill	LF	157	\$100.00	\$15,700.00
2.7	510-AWRJ16			Factory Restrained Joint Pipe, 16" Dia. Class 250 Ductile Iron (all depths), including Excavation and Backfill	LF	360	\$70.00	\$25,200.00
2.8	510-AWRJ6			Factory Restrained Joint Pipe, 6" Dia. Class 350 Ductile Iron (all depths), including Excavation and Backfill	LF	132	\$25.00	\$3,300.00
2.9	510-JW24x24			Wet Connections, 24" Dia. x 24" Dia. With Restrained adaptor for joining CSC and D.I. pipes	EA	1	\$7,700.00	\$7,700.00
2.10	510-KW			Ductile Iron Fittings for Factory Restrained Joint Pipe	TON	20	\$10,000.00	\$200,000.00
2.11	510-TW			Water for Testing, Disinfection and Related Use	LS	1	\$33,000.00	\$33,000.00
2.12	510-WS48			Water stop for 48" Pipe Bedding	EA	2	\$1,200.00	\$2,400.00
2.13	511S-A48			Valves, Gate, 48" Diameter	EA	7	\$58,000.00	\$406,000.00
2.14	511S-A24			Valves, Gate, 24" Diameter	EA	1	\$13,000.00	\$13,000.00
2.15	511S-A16			Valves, Gate, 16" Diameter	EA	4	\$4,800.00	\$19,200.00

2.16	511S-A6			Valves, Gate, 6" Diameter	EA	8	\$962.57	\$7,700.56
2.17	511S-B			Fire Hydrant Assembly (See Standard No. 511S-17)	EA	7	\$2,800.00	\$19,600.00
2.18	511S-F4			Automatic Combination Air/Vacuum Release Valve Assembly, 4" Diameter	EA	9	\$8,100.00	\$72,900.00
2.19	610S-A			Protective Fencing Type A Chain Link Fence	LF	60	\$1.98	\$118.80
2.20	700S-TM			Total Mobilization Payment	LS	1	\$200,000.00	\$200,000.00
2.21	802S-B C.I.P.			C.I.P. Project Sign	EA	2	\$304.57	\$609.14
2.22	803S-LS			Additional Barricades, Signs, and Traffic Handling (Start – Sta. 12+60), paid monthly	LS	1	\$6,000.00	\$6,000.00
2.23			SSSPL-3	Temporary Utility Pole Bracing	EA	6	\$1,000.00	\$6,000.00
2.24			SS1381-A	Pre- and Post- Construction Video Inspection of Site	LS	1	\$1,000.00	\$1,000.00
2.25	TxDOT 161-2014			Compost Manufactured Topsoil (BOS or PB) (4")	SY	7715	\$1.25	\$9,643.75
2.26	TxDOT 164-2027			Cellulose Fiber Mulch Seed (Perm)(Urban)(Clay)	SY	7715	\$0.18	\$1,388.70
2.27	TxDOT 168-2001			Vegetative Watering	MG	140	\$15.00	\$2,100.00
2.28	TxDOT 340-2050			D-GR HMA (Meth) TY C PG70-22	TON	6	\$110.00	\$660.00
2.29	TxDOT 354-2043			Plane Asph Conc Pav (1")	SY	64	\$15.00	\$960.00
2.30	TxDOT 400-2008			Cut & Resoring Pav (Asph)	SY	335	\$60.00	\$20,100.00
2.31	TxDOT 506-2016			Construction Exit (Install) (Ty 1)	SY	222	\$8.12	\$1,802.64
2.32	TxDOT 506-2019			Construction Exit (Remove)	SY	222	\$4.57	\$1,014.54
2.33	TxDOT 506-2034			Temporary Sediment Control Fence	LF	1400	\$1.78	\$2,492.00

Add Alt 2 Bid Total

\$2,543,643.93

Below please type the Alternate bid amount in words:

Tax Exempt	\$2,200,252.00	Non-Tax Exempt Total	\$343,391.93
<p>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.</p>		<p>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.</p>	
<p><i>NOTE: The sum of the tax exempt and non-tax exempt costs must equal the Total</i></p>			

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

Please note the following listed abbreviations used for proposed units:
 Unit Abbreviations: CY = Cubic Yard, LF = Linear Foot, STA = Station, AC = Acre, EA = Each, SY = Square Yard, GAL = Gallon, KG = 1000GAL, LS = Lump Sum, SF = Square Foot, TON = Ton, MO = Month, EA/DAY = per Each per DAY

McKINNEY FALLS PARKWAY EXTENSION, IFB NUMBER**ADDITIVE ALTERNATE 3: McKinney Falls Ph II Roadway Construction**

Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges adopted June 1, 2004 is used as the project Standard Specification which can be found in TXDOT web site: <http://www.dot.state.tx.us/business/specifications.htm>.

City of Austin Standard Details and Standard Specifications, updated July 17, 2009, is used where referenced as the Specification which can be found in City of Austin Web site: http://www.ci.austin.tx.us/sd2/spec_detail/exhtml/sdmenu.htm

DESC. CODE is the referenced Specification Description Code and can be found in:
TXDOT web site: <http://www.dot.state.tx.us/insdtdot/orgchart/cmd/cserve/usfe/2004/usfe0101.htm>. or
City of Austin Web site: http://www.ci.austin.tx.us/sd2/spec_detail/exhtml/sdmenu.htm

S.P. = Special Provision to the Standard Specification.

S.S. = Special Specification

ADDITIVE ALTERNATE 3 BID

Bid Item	Spec. No. / Desc. Code	S.P. No	S.S. No.	Description	Unit	QTY	Unit Price	Amount
3.1	100-2001	100-002		Preparing ROW	STA	50	\$800.00	\$40,000.00
3.2	105-2014			Removing Stab Base and Asph Pav (7"-12")	SY	7,121	\$1.00	\$7,121.00
3.3	110-2001			Excavation (Roadway)	CY	13,500	\$4.90	\$66,150.00
3.4	132-2004			Embankment (Final) (Dens Cont) (TY B)	CY	3,200	\$1.78	\$5,696.00
3.5	161-2014	161-001		Compost Manuf Topsoil (Bos or Pb) (4")	SY	14,350	\$2.00	\$28,700.00
3.6	164-2027			Cell Fbr Mulch Seed (Perm) (Urban) (Clay)	SY	14,350	\$0.18	\$2,583.00
3.7	168-2001			Vegetative Watering	MG	260	\$15.00	\$3,900.00
3.8	247-2343	247-020		FL BS (Cmp In Place) (TY A, GR 1) (15")	SY	23,330	\$9.20	\$214,636.00
3.9	260-2002	260-001		Lime (Hydrated Lime - Slurry)	TON	560	\$130.00	\$72,800.00

3.10	260-2027	260-001		Lime Treat (Exist Matl) (8") 7%	SY	23,330	\$1.70	\$39,661.00
3.11	310-2001			Prime Coat (MC-30)	GAL	3,941	\$4.00	\$15,764.00
3.12	340			HMAC TY B PG64-22 (3")	SY	17,910	\$7.20	\$128,952.00
3.13	340			HMAC TY C PG70-22 (2")	SY	17,910	\$5.30	\$94,923.00
3.14	402-2001			Trench Excavation Protection	LF	860	\$1.00	\$860.00
3.15	464-2003			RC Pipe (18") CL III	LF	860	\$23.00	\$19,780.00
3.16	479-2001			Adjust Manhole	EA	7	\$460.03	\$3,220.21
3.17	496-2007			Remov Str (Pipe)	LF	465	\$9.52	\$4,426.80
3.18	500-2001			Mobilization	LS	1	\$35,000.00	\$35,000.00
3.19	502	502-033		Additional Barricades, Signs & Traffic Handling, paid monthly	LS	1	\$4,000.00	\$4,000.00
3.20	506-2002			Rock Filter Dams (Install) (TY 1)	LF	15	\$16.24	\$243.60
3.21	506-2009			Rock Filter Dams (Remove)	LF	15	\$7.11	\$106.65
3.22	506-2016			Construction Exits (Install) (TY 1)	SY	300	\$8.12	\$2,436.00
3.23	506-2019			Construction Exits (Remove)	SY	300	\$4.57	\$1,371.00
3.24	506-2034			Temp Sedmt Cont Fence	LF	1,910	\$1.78	\$3,399.80
3.25	506-2041			Temp Sedmt Cont Fence (Inlet Protect)	LF	520	\$2.28	\$1,185.60
3.26	529-2002			Conc Curb & Gutter (TY II)	LF	11,820	\$6.00	\$70,920.00
3.27	531-2031			Concrete Sidewalk (4")	SY	2,708	\$20.00	\$54,160.00
3.28	531-2010			Curb Ramp (TY 7)	EA	6	\$800.00	\$4,800.00
3.29	531-2012			Curb Ramp (TY 9)	EA	5	\$900.00	\$4,500.00
3.30	552-2003			Wire Fence (TY C)	LF	410	\$4.06	\$1,664.60
3.31	644 2001			Ins Sm Rd Sn Sup&Am TY 10BWG(1) SB(P)	EA	9	\$353.05	\$3,177.45
3.32	662 2004			Wk Zn Pav Mrk Non-Remove (W) 4" (SLD)	LF	4,860	\$0.25	\$1,215.00
3.33	662 2031			Wk Zn Pav Mrk Non-Remove (Y) 4" (DOT)	LF	64	\$0.25	\$16.00
3.34	662 2032			Wk Zn Pav Mrk Non-Remove (Y) 4" (SLD)	LF	9,736	\$0.25	\$2,434.00
3.35	666 2002			Refl Pav Mrk TY I (W) 4" (BRK)(090MIL)	LF	2,210	\$0.32	\$707.20
3.36	666 2011			Refl Pav Mrk TY I (W) 4" (SLD)(090MIL)	LF	854	\$0.32	\$273.28
3.37	666 2035			Refl Pav Mrk TY I (W) 8" (SLD)(090MIL)	LF	9,582	\$0.65	\$6,228.30
3.38	666 2041			Refl Pav Mrk TY I (W) 12"(SLD)(090MIL)	LF	575	\$2.79	\$1,604.25

3.39	666 2047			Refl Pav Mrk TY I (W) 24"(SLD)(090MIL)	LF	64	\$5.58	\$357.12
3.40	666 2053			Refl Pav Mrk TY I (W) (Arrow) (090MIL)	EA	16	\$81.22	\$1,299.52
3.41	666 2056			Refl Pav Mrk TY I (W) (Bike Arrow) (90MIL)	EA	8	\$65.99	\$527.92
3.42	666 2062			Refl Pav Mrk TY I (W) (Bike Symbol) (90MIL)	EA	8	\$96.45	\$771.60
3.43	666 2095			Refl Pav Mrk TY I (W) (Word) (090MIL)	EA	16	\$106.60	\$1,705.60
3.44	666 2110			Refl Pav Mrk TY I (Y) 4" (SLD) (090MIL)	LF	1,591	\$0.34	\$540.94
3.45	666 2125			Refl Pav Mrk TY I (Y) 12" (SLD) (090MIL)	LF	376	\$2.89	\$1,086.64
3.46	672 2015			Rais Pav Mrk TY II-A-A	EA	134	\$4.06	\$544.04
3.47	672 2017			Rais Pav Mrk TY II-C-R	EA	111	\$4.06	\$450.66
3.48	COA 508S-4			Curb Inlet (10') Precast (Ty I-R)	EA	14	\$2,900.00	\$40,600.00
3.49	677 2001			Elim Ext Pav Mrk & Mrks (4")	LF	19,000	\$0.86	\$16,340.00
3.50	677 2003			Elim Ext Pav Mrk & Mrks (8")	LF	800	\$1.73	\$1,384.00
3.51	677 2005			Elim Ext Pav Mrk & Mrks (12")	LF	2,350	\$2.59	\$6,086.50
3.52	677 2007			Elim Ext Pav Mrk & Mrks (24")	LF	206	\$5.18	\$1,067.08
3.53	677 2008			Elim Ext Pav Mrk & Mrks (ARROW)	EA	7	\$60.91	\$426.37
3.54	677 2018			Elim Ext Pav Mrk & Mrks (WORD)	EA	9	\$65.99	\$593.91
3.55			SS-03	Geogrid Base Reinforcement	SY	23,330	\$2.50	\$58,325.00
3.56			SS-1381-A	Pre- and Post- Construction Video of Site	LS	1	\$1,000.00	\$1,000.00
3.57	161-2014	161-001		Compost Manuf Topsoil (Bos or Pb) (4")	SY	-20000	\$2.00	-\$40,000.00
3.58	164-2027			Cell Fbr Mulch Seed (Perm) (Urban) (Clay)	SY	-20000	\$0.18	-\$3,600.00
3.59	247-2343	247-020		FL BS (Cmp In Place) (TY A, GR 1) (15")	SY	-6500	\$8.00	-\$52,000.00
3.60	260-2002	260-001		Lime (Hydrated Lime - Slurry)	TON	-135	\$130.00	-\$17,550.00
3.61	260-2027	260-001		Lime Treat (Exist Matl) (8") 7%	SY	-6500	\$1.50	-\$9,750.00
3.62	310-2001			Prime Coat (MC-30)	GAL	-1100	\$3.91	-\$4,301.00
3.63	340			HMAC TY B PG64-22 (3")	SY	-5000	\$7.11	-\$35,550.00
3.64	340			HMAC TY C PG70-22 (2")	SY	-5000	\$5.08	-\$25,400.00
3.65	354 2043			Plane Asph Conc Pav (1")	SY	-2059	\$1.59	-\$3,273.81
3.66	400 2008			Cut & Restoring Pav (Asph)	SY	-116	\$39.86	-\$4,623.76
3.67			SS-03	Geogrid Base Reinforcement	SY	-6500	\$2.50	-\$16,250.00

Add Alt 3 Bid Total

\$869,424.07

Below please type the Alternate bid amount in words:

Tax Exempt	\$752,051.87	Non-Tax Exempt Total	\$117,372.20
<p>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.</p>		<p>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.</p>	
<p><i>NOTE: The sum of the tax exempt and non-tax exempt costs must equal the Total Base</i></p>			

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

Please note the following listed abbreviations used for proposed units:

Unit Abbreviations: CY = Cubic Yard, LF = Linear Foot, STA = Station, AC = Acre, EA = Each, SY = Square Yard, GAL = Gallon, KG = 1000GAL, LS = Lump Sum, SF = Square Foot, TON = Ton, MO = Month, EA/DAY = per Each per DAY

McKINNEY FALLS PARKWAY EXTENSION, IFB NUMBER					
BID TABULATION SUMMARY SHEET					
Bid Description	Item Numbers	Total Bid Amount	Tax Exempt Total	Non-Tax Exempt Total	Contract Time (working days)
Base Bid	1 through 85	2,316,971. ⁶²	2,436,626. ⁵⁶	380,345. ¹⁰	295
Add Alternates	Item Numbers	Total Bid Amount	Tax Exempt Total	Non-Tax Exempt Total	Additional Contract Time (working days)
Add Alternate 1	1.1 through 1.49	554,385. ⁵⁵	479,543. ⁵⁵	74,842. ⁰⁰	60
Add Alternate 2	2.1 through 2.33	2,543,643. ¹³	2,200,252. ⁰⁰	343,391. ⁹³	0
Add Alternate 3	3.1 through 3.67	869,424. ⁰⁷	752,051. ⁰¹	117,372. ²⁴	100
Add Alternate 4	4.1 through 4.32	385,588. ²³	333,533. ⁸²	52,054. ⁴⁹	120
<p>Note: The Travis County Commissioner's Court Reserves the right to reject any and all bids at their sole discretion</p> <p>Please note the following listed abbreviations used for proposed units:</p> <p>Unit Abbreviations: CY = Cubic Yard, LF = Linear Foot, STA = Station, AC = Acre, EA = Each, SY = Square Yard, GAL = Gallon, KG = 1000GAL, LS = Lump Sum, SF = Square Foot, TON = Ton, MO = Month, EA/DAY = per Each per DAY</p>					

→ Add 4: Not being awarded initially



Lee
1-5-10
[Signature]

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

January 4, 20¹⁰~~09~~

RECEIVED
TRAVIS COUNTY
2010 JAN -4 PM 1:14
PURCHASING
OFFICE

TO: Marvin Bryce, Assistant Purchasing Agent
FROM: Steve Manilla, PE, Public Works Director
SUBJECT: Award of Construction Contract
McKinney Falls Parkway Extension Project
IFB No. B100030-LP-1-01

Requested Agenda Item

TNR hereby requests that the Purchasing Department place an item on the Commissioners' Court Agenda for the January 19, 2010 hearing date. This item should contain two motion requests:

Motion "A":

Consider and take appropriate action on the request to transfer \$2,007,000 of savings from precinct 4 completed 1997 and 2001 Bond projects to the McKinney Falls Parkway Extension Project construction budget in Precinct 4.

Motion "B":

Consider and take appropriate action on the recommendation to award a construction contract for the McKinney Falls Parkway Extension Project in Precinct 4 to Capital Excavation Construction Company.

Summary and Recommendations

The proposed McKinney Falls Parkway project authorized under the 2001 Bond Road Capacity elections, is located in the southeastern portion of Travis County in Precinct 4. The limits are from William Cannon Drive to Thaxton Road. The existing McKinney Falls Parkway is a four lane divided arterial roadway from US HWY 183 to William Cannon Drive. The remaining

section between William Cannon and Colton-Bluff Spring Road is to be upgraded from a two-lane roadway to a four-lane divided roadway (MAD-4), and continue with a new MAD-4 extension, between Colton-Bluff Spring Road and Thaxton Road, with sidewalks and bicycle lanes along the entire length. Because of projected high construction costs we were experiencing in the 2005/2006 time frame, a decision was made at that time to phase the road extension into two phases; I and II. In light of the very favorable current construction bid prices TNR has been seeing, TNR decided to solicit bids for both phases, with the hope that the competition and the economies of scale may result in even better bid prices amounting to substantial savings to the County. The plan is to secure the additional funding that will be needed from 1997 and 2001 Bond programs savings in Precinct 4. Additional additive alternates were also added to the base bid package, all of which contributed to the advantage gained by economies of scale.

The proposed road improvements are in compliance with the current CAMPO plan.

The bid solicitation consisted of the base bid and four additive alternates as listed below:

- **Base bid** (\$ 2,816,971.52)-----construction of west half of McKinney Falls Parkway extension from William Cannon to Thaxton Road ; two lanes plus a bicycle lane, sidewalk, and drainage facilities for TNR Public Works Division.
- **Additive alternate 1** (\$554,385.35)-----construction of a culvert system on Thaxton Road to eliminate the low water crossing (for and funded by the City of Austin Watershed Protection Department) under an Interlocal Agreement between the County and the City, a copy of this interlocal agreement is as part of Exhibit “E” - Interlocal Agreements
- **Additive alternate 2** (\$2,543,643.93)-----construction of about 2000’ long 48” water main (for and funded by the City of Austin Water Utilities Dept) under an Amended Interlocal Agreement between the County and the City, a copy of this interlocal agreement is included as part of Exhibit “E” - Interlocal Agreements.
- **Additive alternate 3** (\$869,424.07)-----construction of the east half of McKinney Falls Parkway extension from William Cannon to Thaxton Road (two lanes plus a bicycle lane, sidewalk, and drainage facilities) for TNR Public Works
- **Additive alternate 4** (\$385,588.23)----- reconstruction of Thaxton Road from Sassman Road to 2300’ north for TNR Road & Bridge Division.

At this time, the Court is being asked to award the base bid and additive alternates 1, 2, and 3. Add alternate 4, requested by TNR Road and Bridge is not being recommended for award at this time. However Add Alt 4 may be requested to be change ordered in at a later date if TNR Road and Bridge determines that it can allocate the amount of funds needed from anticipated savings in other program areas. Capital Excavation, the apparent low bidder (and the contractor being recommended here for award of the contract) has verbally agreed to hold the bid price for this potential additive alternate for at least three months after the contract award for the other Additive Alternates has been executed.

On November 19, 2009, nine bids with four additive alternates each were received by the Purchasing Department ranging from \$7,170,013.10 to \$9,317,468.64. The total low bid of \$7,170,013.10 is only \$250,641.85 lower than the next total low bid of \$ 7,420,654.95, and it is \$4,374,955.90 lower than the Engineer’s opinion of probable construction cost (\$ 11,544,969). The highly competitive market resulting from the current economic condition coupled with the

economies of scale are likely why the bids received were significantly lower than that estimated (about 37% lower on the average). The bid amount includes the cost for the base bid and all four of the additive alternates.

Upon tabulating and reviewing the bids received by the Purchasing Department for the McKinney Falls Parkway Extension Project, TNR finds the low bid at \$7,170,013.10 to be complete. The amount being recommended for award at this time is the amount for the base bid and additive alternates 1, 2, and 3. This amount is \$6,784,424.87. 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, Capital Excavation Construction Company, be awarded the contract for the construction of McKinney Falls Parkway Extension Project.

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

TNR further recommends approving the transfer of funds requested and awarding the construction contract for the Base Bid plus additive alternates 1, 2, and 3.

Budgetary and Fiscal Impact

The McKinney Falls Parkway extension project was authorized under the 2001 Travis County Bond Elections. Funding for the base bid and each of the additive alternates comes from various sources. A copy of the budgetary and tracking information is attached as Exhibit "B" - TNR Financial Information.

Additive Alternates 2 and 3 were bid in partnership with the City under the authority of an interlocal agreement between the City and the County. The design and construction costs for the City's additive alternates are being paid for by the City (less the County's assessed fee for participation in the City's Regional Storm Water Management Program (RSMP)). TNR opted to participate in the regional detention program in lieu of constructing another on site detention pond (estimated at more than \$350,000) as provided for in sect 8 (a) and (b) of the interlocal agreement. Under this agreement, the RSMP fee of up to \$158,846.38 less any cost attributable to the construction of the low water crossing that have been incurred by the County will be paid towards the construction of the low water crossing. A copy of both the original interlocal agreement and the amendment to that agreement are included in Exhibit "E" (Interlocal Agreements).

Each project's related bid items were listed separately in the bid solicitation documents so that the County can maintain a separate and parallel transparent invoicing and accounting system for each of the projects being proposed under this contract. This will result to a single contractor responsible for coordinating all construction activities associated with all the projects, which in turn will minimize potential conflicts, delays, and unnecessary duplication of costs.

As is with most roadway construction, the services of a material testing firm and potential for unknown or unforeseen field conditions necessitating the execution of change orders should also be budgeted for and be funded. Typically, depending on the complexity and potential for unforeseen field conditions, a 5 to 15 % contingency is budgeted for unforeseen changes. Therefore, in addition to each actual bid total, the budgeted amount for each project includes a construction change contingency amount and an amount for construction material testing through

an independent material testing laboratory under separate contracts. At the completion of the projects, any funds not consumed on the project will be released to their respective funding agency.

The respective budgeted amounts for construction are shown below:

Item Description	Bid Amount	Travis County TNR	Travis County Road & Bridge	COA Low Water Crossing	COA 48" Water Main	Totals
Base Bid	\$ 2,816,971.52	\$ 2,816,971.52				\$ 2,816,971.52
Add Alt 1	\$554,385.35			\$554,385.35 *		\$554,385.35
Add Alt 2	\$2,543,643.93				\$2,543,643.93	\$2,543,643.93
Add Alt 3	\$869,424.07	\$869,424.07				\$869,424.07
Add Alt 4	\$385,588.23		\$385,588.23			\$385,588.23
Total to award		\$3,686,395.59	0	\$554,385.35	\$2,543,643.93	\$6,784,424.87
Material Testing		\$75,727.91	\$38,558.82	16,631.56	\$25,436.44	
Subtotal		\$3,762,123.50	\$424,147.05	\$571,016.91	\$2,569,080.37	
Change Order Contingency		\$282,159.26	\$63,622.06	\$57,101.69	\$261,599.20	
Total		\$4,044,282.76	\$487,769.11	\$628,118.60	\$2,830,679.57	
Adjustment for RSMP fee		\$158,846.38		-\$158,846.38		
Adjustment to costs attributable to low water crossing (ROW, etc)		-\$20,680.42		\$20,680.42		
Adjustment for costs attributable to the 48" water main		-\$46,854.64			\$46,854.64	
Total of budget allocated for construction		\$4,135,594.08	0	\$489,952.64	\$2,877,534.21	

* Note: This amount is to be paid partly by the County in lieu of the RSMP fee in accordance with the terms in sect. 8 (a) and (b) of the interlocal agreement.

The total contract amount recommended at this time with Capital Excavation is \$6,784,424.87. The City has provided the County with their respective funding amount. Please see attached

financial data sheet for funding sources and respective amounts in Exhibit "B"; Financial Information.

If the Court approves the transfer of funds as requested under Motion "A", the funds will be encumbered under a contract purchase order in the requisition #s listed in the TNR Financial Information, Exhibit "B".

Project Background Summary

The proposed McKinney Falls Parkway project authorized under the 2001 Bond Road Capacity elections, is located in the southeastern portion of Travis County in Precinct 4. The limits are from William Cannon Parkway to Thaxton Road. The existing McKinney Falls Parkway is a four lane divided arterial roadway from SH 71 to William Cannon Road. The remaining section between William Cannon and Colton-Bluff Spring Road is to be upgraded from a two-lane roadway to a four-lane divided roadway (MAD-4), and continue with a new MAD-4 extension, between Colton-Bluff Spring Road and Thaxton Road, with sidewalks and bicycle lanes along the entire length. This project was authorized by the voters in the 2001 Bond Election. The City of Austin also has two projects included in this contract. The City is paying for all costs related to their projects under an approved interlocal agreement between the County and the City, a copy of this interlocal agreement is attached as Exhibit "E" - Interlocal Agreement. Combining all the projects under one contract (and therefore a single prime contractor) is expected to eliminate potential conflicts between multiple contractors, which improves efficiency and reduce total project cost and construction duration.

Portion of the road will be closed to traffic during part of the construction period; the section between William Cannon Drive and Colton Bluff Road, and at a different time, the section of Thaxton Road with the low water crossing improvement culvert structures. TNR will be coming to Court for authorization to close said roadway sections. Adequate traffic control and detour signs will be in place to guide motorists through the detour route. The project is expected to take about twenty four months, depending on the weather and unforeseen field conditions. The project was designed assuming these temporary road closures would be approved. If the Court decides not to approve the temporary closures, a change order will be needed to compensate the contractor for the additional expense of constructing the improvements under traffic and for additional time inherent to that process.

Through direct mails, emails, and site postings, neighborhood groups and users will be notified of construction start date, road closing dates and tenure, and all other major tasks. 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. Construction is expected to start on the last week in January and take approximately 15 months to complete, depending upon weather conditions and assuming no adverse unforeseen conditions.

The bids received were much lower than expected. Because of these lower prices, it is very likely that the contractor may complete the project in a shorter time period than allotted. 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.

Contract award Timeline

We ask that this item be placed on the Court's agenda for the January 19, 2010 Court session. If approved by the Court, please ask the Construction Procurement Specialist to coordinate with TNR 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 Information
3. Exhibit "C" – Bid Summary
4. Exhibit "D" – Bid Tabulation
5. Exhibit "E" – Interlocal Agreements

Copy:

Joe Gieselman, TNR Executive Manager
Lee Perry, Construction Procurement Specialist, Purchasing
Cynthia McDonalds, TNR Financial
Donna Williams-Jones, TNR Financial
Brunilda Cruz, TNR Financial
Don Ward, PE, TNR Road & Bridge
Steve Sun, PE, TNR Public Works
Chiddi N'Jie, PE, TNR Public Works

List of Attachments

- **EXHIBIT “A “**
 - **Project Location Map**

- **EXHIBIT “B”**
 - **TNR Financial Memo**

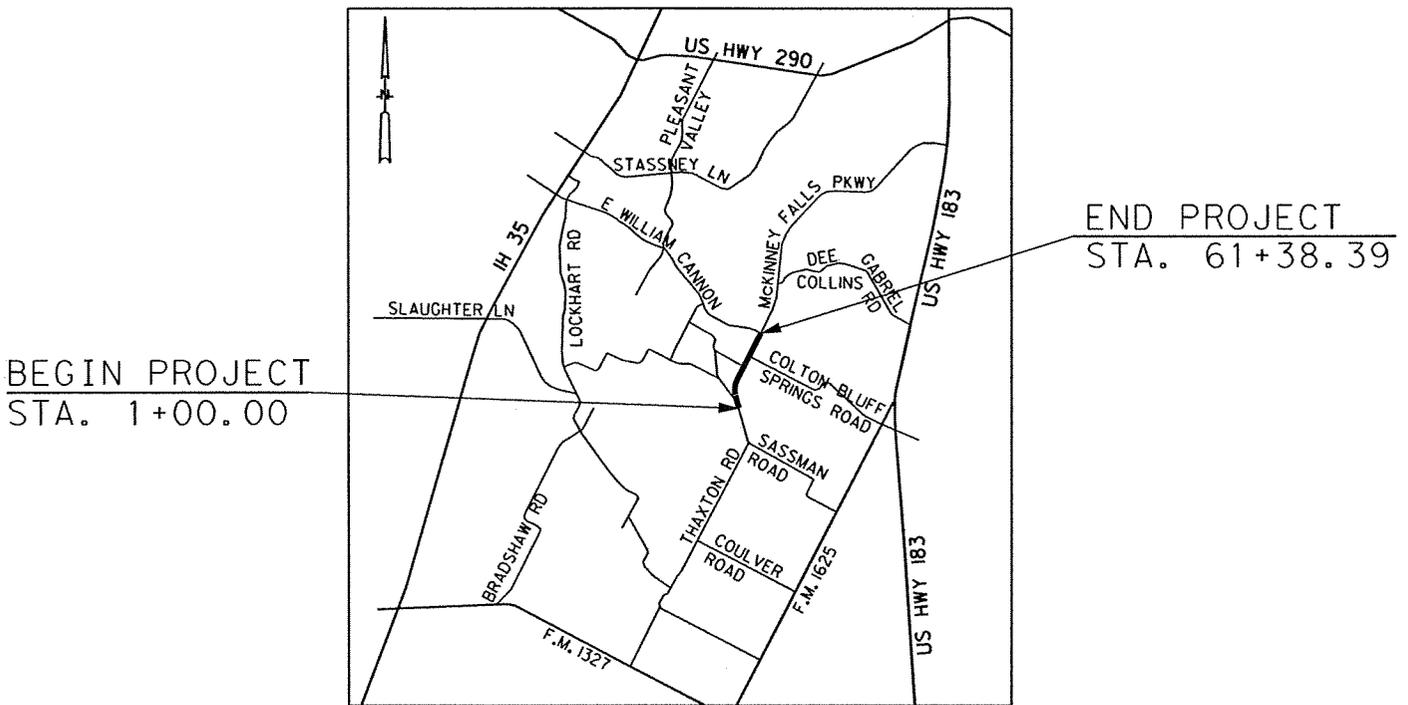
- **EXHIBIT “C”**
 - **Bid Summary**

- **EXHIBIT “D”**
 - **Bid Tabulation**

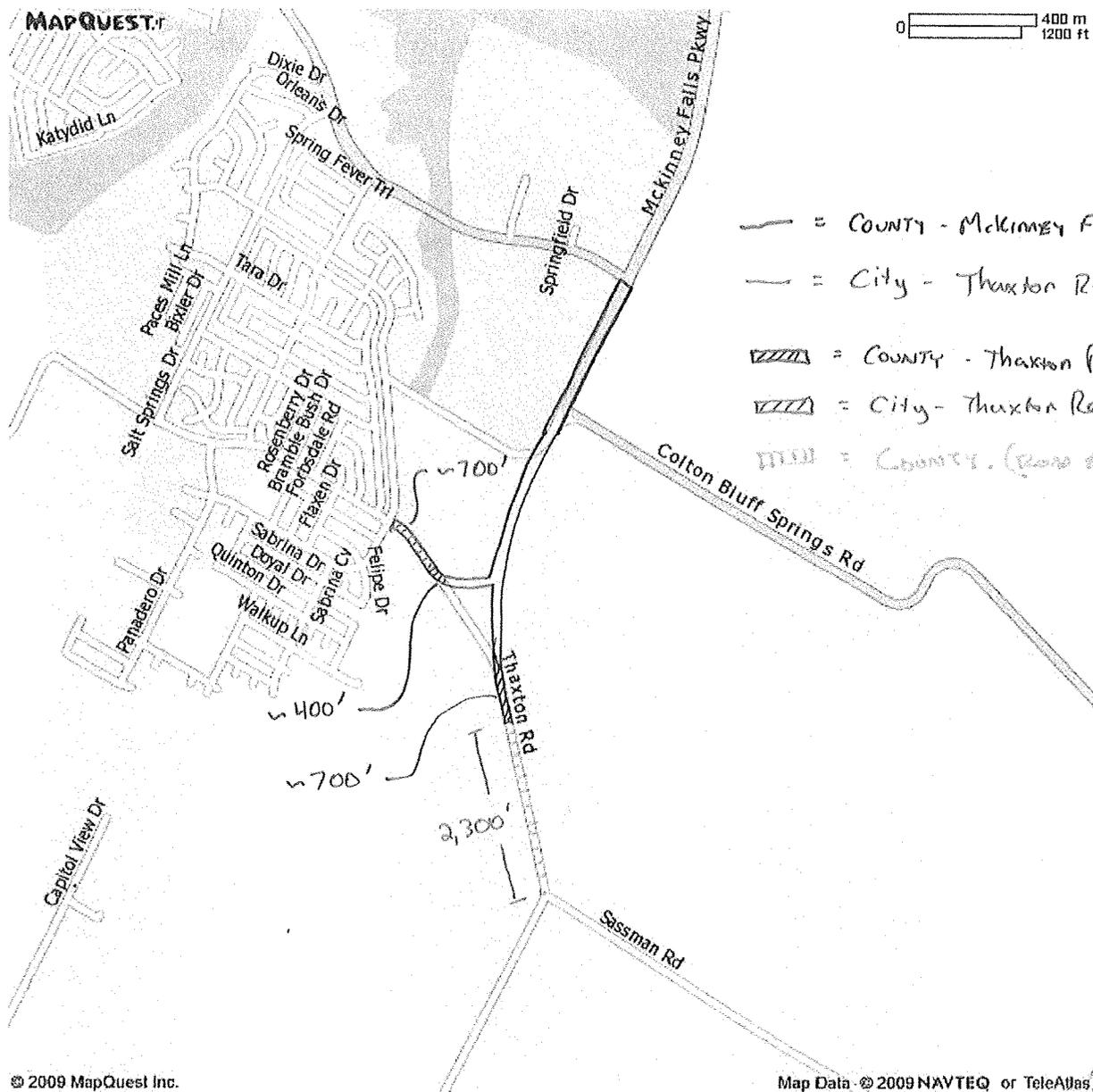
- **EXHIBIT “E”**
 - **Interlocal Agreements**

EXHIBIT “A”
Project Location Map

MCKINNEY FALLS PARKWAY ROADWAY IMPROVEMENTS LOCATION MAP



LOCATION MAP
N. T. S.



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EXHIBIT “B”
TNR Financial Memo

EXHIBIT "B"

TNR, Travis County				
Budget for McKinney Falls PKWY				
	Travis County	City of Austin 48" Waterline	City of Austin Low Water Crossing	Total
Construction	\$3,060,000	\$3,908,982	\$419,272	\$6,968,982
Engineering	\$570,000	\$191,018	\$50,000	\$761,018
Contingency/Other	\$230,000	\$0	\$20,680	\$230,000
TOTAL ORIGINAL BUDGET	\$3,860,000	\$4,100,000	\$489,953	\$7,960,000
1997 Bond Pct 4 Savings	\$277,200	\$0	\$0	\$277,200
2001 Bond Pct 4 Savings	\$1,730,000	\$0	\$0	\$1,730,000
TOTAL PCT 4 SAVINGS AVAILABLE	\$2,007,200	\$0	\$0	\$2,007,200
TOTAL PROJECT BUDGET	\$5,867,200	\$4,100,000	\$489,953	\$9,967,200
				Page 1 of 4

EXHIBIT "B"

TRAVIS COUNTY - TNR
SUMMARY OF 2001 BOND PROGRAM SAVINGS (for road & bridge projects)

S:\CAPITAL IMPROVEMENT PROJECTS (CIP)\BOND SAVING REPORTS\1997 & 2001 Bond Program Savings May'08.xls\2001 Bond Program Savings

Project	Pct	Program	Surplus Amount	On Hold Pending Project Completion	Notes
Littig Road Bridge #151	1	2001	\$ 32,858	\$ -	Court to determine project allocation
Littig Road Bridge #152	1	2001	\$ 69,360	\$ -	Court to determine project allocation
Old Manor Bridge #112	1	2001	\$ 151,465	\$ -	Confirming all ROW is done & TX DoT Construction Complete
Old Manor Bridge #113	1	2001	\$ 1,612,012	\$ -	Confirming all ROW is done & TX DoT Construction Complete
Dunlap Bridge #168	1	2001	\$ 128,466	\$ -	Court to determine project allocation
Blake Manor Rd	1	2001	\$ 290,886	\$ -	Court to determine project allocation
Admin Savings Prop 1	1	2001	\$ 700,878	\$ -	Court to determine project allocation
		Subtotal	\$ 2,985,925	\$ -	
Anderson Mill Rd Spicewood to RM 620	2	2001	\$ 94,759	\$ -	Court to determine project allocation
Anderson Mill Rd City Limit/Cypress Creek	2	2001	\$ 31,585	\$ -	Court to determine project allocation
Anderson Mill Rd Cypress to FM1431	2	2001	\$ 277,020	\$ -	Court to determine project allocation
Anderson Mill Rd RM 620 to Cedar Park City Limit	2	2001	\$ -	\$ 1,620,000	Funds Transferred to TX DoT, Court can determine project allocation once TX DoT Closes their Project
Heatherwilde/Wells Branch Pkwy	2	2001	\$ -	\$ 720,695	Construction substantially complete, Court can determine project allocation once fully complete and under warranty
Wells Branch Pkwy	2	2001	\$ 252,755	\$ -	Phase I of construction complete
Pflugerville Rd East Design	2	2001	\$ 45,299	\$ -	
Grand Ave. Pkwy	2	2001	\$ 1,172,897	\$ -	Court to determine project allocation
Admin Savings Prop 1	2	2001	\$ 732,639	\$ -	Court to determine project allocation
		Subtotal	\$ 2,606,954	\$ 2,340,695	
Hudson Bend	3	2001	\$ 32,110	\$ -	Court to determine project allocation
Westbank Drive	3	2001	\$ 667,974	\$ -	Court to determine project allocation
Flint Rock/Serene Hills	3	2001	\$ -	\$ -	Court to determine project allocation
Travis Cook (Barton Creek)	3	2001	\$ 480,852	\$ -	Court to determine project allocation
General Williams	3	2001	\$ 113,737	\$ -	Court to determine project allocation
Cedar Valley Fitzhugh	3	2001	\$ 200,302	\$ -	Court to determine project allocation
Admin Savings Prop 1	3	2001	\$ 517,515	\$ -	Court to determine project allocation
		Subtotal	\$ 2,012,489	\$ -	
Perkins/Mozelle Drainage	4	2001	\$ 385,804	\$ -	Court to determine project allocation
Elroy Road	4	2001	\$ 1,042,815	\$ 49,500	Construction substantially complete, Court can determine project allocation once fully complete and under warranty
FM 973 Pedestrian Way	4	2001	\$ -	\$ 130,000	Project suspended, incomplete funding
McKinney Falls Pedestrian Way	4	2001	\$ -	\$ 3,675	Design complete, need construction funds
McKinney Falls Road	4	2001	\$ -	\$ 2,504,726	Design complete, construction bids received
Admin Savings Prop 1	4	2001	\$ 305,533	\$ -	Court to determine project allocation
		Subtotal	\$ 1,734,152	\$ 2,687,901	
Overall Total			\$ 9,339,520	\$ 5,028,596	

EXHIBIT "B"

**TRAVIS COUNTY - TNR
SUMMARY OF 1997 BOND PROGRAM SAVINGS**

S:\CAPITAL IMPROVEMENT PROJECTS (CIP)\BOND SAVING REPORTS\[1997 & 2001 Bond Program Savings May'08.xls]1997 Bond Program Savings

Project	Pct	Program	Surplus Amount	Notes
Substandard Roads	1	1997	\$ 75,000.00	Court to Determine Project Allocation
Ferguson Lane	1	1997	\$ 703,000.00	Under construction so may need portion for contingency
Road Reconstruction	1	1997	\$ 175,000.00	Balance after estimate for design & construction of Kimbro Parsons 2nd LWC, Court to Determine Project Allocation, Had been holding for Burleson/Hogeye/New Sweden Issues
		Subtotal	\$ 953,000.00	
Substandard Roads	2	1997	\$ -	
Road Reconstruction	2	1997	\$ 48,000.00	Court to Determine Project Allocation
		Subtotal	\$ 48,000.00	
Road Reconstruction	3	1997	\$ 153,000.00	Court to Determine Project Allocation
Substandard Roads	3	1997	\$ 215,000.00	Court to Determine Project Allocation
Lohmans	3	1997	\$ 247,000.00	Court to Determine Project Allocation
		Subtotal	\$ 615,000.00	
Road Reconstruction	4	1997	\$ 277,200.00	Balance after Nuckols Crossing project, Court to Determine Project Allocation, Had been holding for Moore Rd. Issues
		Subtotal	\$ 277,200.00	
TOTAL ROAD BONDS			\$ 1,893,200.00	
SH45 South	4	1997	\$ 650,000.00	Court to Determine Project Allocation
OVERALL TOTAL			\$ 2,543,200.00	

McKinney Falls Parkway Extension**TNR Cost summary**

Description	Public Works		Road & Bridge
Base bid (phase i)	\$ 2,816,971.52		\$ 385,588.23
Add Alt 3 (phase ii)	\$ 869,424.07		
Subtotal	\$ 3,686,395.59		\$ 385,588.23
Material Testing 5%	\$ 75,727.91	10%	\$ 38,558.82
Subtotal	\$ 3,762,123.50		\$ 424,147.05
Contingency 7.5%	\$ 282,159.26	15%	\$ 63,622.06
Constr Total	\$ 4,044,282.76		\$ 487,769.11
Misc additional expenses & credits			
RKS ROW Condemnation appeal cost	\$ 450,000.00		
Amount already paid to RKS	\$ (125,354.00)		
Amount for constr driveways & culverts	\$ 40,000.00		
RSMP fee (allocated to Thaxton Low water crossing cost)	\$ 158,846.38		
ROW Cost for Thaxton Low water crossing	\$ (20,680.42)		
Total Misc additional expenses & credits	\$ 502,811.96		
Total projected cost	\$ 4,547,094.72		\$ 487,769.11
	Public Works		Road & Bridge

Budget

Source	Public Works
McKinney Falls 2001 Bond	\$ 2,504,726.00
2001 Bond Elroy & Pct 4 salary savings	\$ 1,730,000.00
97 road reconstruction	\$ 277,000.00

McKinney Falls Parkway Extension COA Lowwater crossing budget summary

Disbursement amount being requested:	
Low water crossing bid amount	\$ 554,385.35
Material testing estimated at 3%	\$ 16,631.56
Subtotal	\$ 571,016.91
Contingency (10%)	\$ 57,101.69
Total projected cost	\$ 628,118.60
Adjustments	
RSMP fee	(\$158,846.38)
TNR's costs attributable to low water crossing	\$20,680.42
Adjusted Total	\$ 489,952.64

Note: Any money not expended will be returned to the COA at the completion of the project.

McKinney Falls Parkway Extension

Budget Summary

COA 48" watermain

Description	%	Bid Amount	COA projected cost	Engineer's Estimate
48" Waterline bid amount	100%	\$ 2,543,643.93	\$ 2,543,643.93	\$4,040,000.00
Material Testing	1%		\$ 25,436.44	?
Cost sharing items in common areas:				?
ROW prep	10%	\$ 73,800.00	\$ 7,380.00	?
top soil	10%	\$ 218,750.00	\$ 21,875.00	?
traffic control	10%	\$ 38,000.00	\$ 3,800.00	?
seeding	10%	\$ 22,500.00	\$ 2,250.00	?
watering	10%	\$ 36,382.50	\$ 3,638.25	?
Construction Exits (Install) (TY 1	25%	\$ 3,248.00	\$ 812.00	?
Construction Exits (Remove)	25%	\$ 1,828.00	\$ 457.00	?
Temp Sediment Control Fence	10%	\$ 22,363.92	\$ 2,236.39	?
Construction Detours	10%	\$ 44,060.00	\$ 4,406.00	?
procurement	0%		\$ -	?
project management	0%		\$ -	?
			\$ 46,854.64	
subtotal			\$ 2,615,992.01	?
Contingency	10%		\$ 261,599.20	?
Total			\$ 2,877,534.21	

Note: Any money not expended will be returned to the COA after completion of the project.

EXHIBIT “C”
Bid Summary

EXHIBIT “D”
Bid Tabulation

McKinney Falls Parkway Extension
Bid Tabulation
11/24/09

BASE BID

Bid Item	Spec. No. / Desc. Code	S.P. No	S.S. No.	Description	Unit	QTY	Engineer's Estimate		Cash Constr		RGM		TX Sterling		Yantis		Capital		Lewis		Ballenger		Joe Bland	
							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
1	100-2001			Preparing ROW	STA	82		\$ 1,000.00	\$ 82,000.00	\$ 1,260.00	\$ 103,320.00	\$ 500.00	\$ 41,000.00	\$ 600.00	\$ 49,200.00	\$ 900.00	\$ 73,800.00	\$ 340.00	\$ 27,880.00	\$ 6,244.77	\$ 512,071.14	\$ 1,000.00	\$ 82,000.00	
2	105-2011			Removing Stab Base and Asph Pav (2"-6")	SY	14,976		\$ 4.00	\$ 59,904.00	\$ 2.75	\$ 41,184.00	\$ 1.00	\$ 14,976.00	\$ 3.00	\$ 44,928.00	\$ 1.02	\$ 15,275.52	\$ 0.65	\$ 9,734.40	\$ 1.02	\$ 15,275.52	\$ 3.30	\$ 49,420.80	
3	110-2001			Excavation (Roadway)	CY	95,500		\$ 5.60	\$ 534,800.00	\$ 2.50	\$ 238,750.00	\$ 3.00	\$ 286,500.00	\$ 3.00	\$ 286,500.00	\$ 3.05	\$ 291,275.00	\$ 3.30	\$ 315,150.00	\$ 2.64	\$ 252,120.00	\$ 3.40	\$ 324,700.00	
4	110-2002			Excavation (Channel)	CY	11,000		\$ 8.00	\$ 88,000.00	\$ 7.50	\$ 82,500.00	\$ 2.00	\$ 22,000.00	\$ 1.50	\$ 16,500.00	\$ 1.52	\$ 16,720.00	\$ 1.65	\$ 18,150.00	\$ 3.37	\$ 37,070.00	\$ 4.95	\$ 54,450.00	
5	132-2004			Embankment (Final) (Dens Cont) (TY B)	CY	66,500		\$ 2.00	\$ 133,000.00	\$ 2.25	\$ 149,625.00	\$ 2.00	\$ 133,000.00	\$ 1.50	\$ 99,750.00	\$ 1.62	\$ 107,730.00	\$ 1.75	\$ 116,375.00	\$ 2.32	\$ 154,280.00	\$ 3.00	\$ 199,500.00	
6	161-2014			Compost Manuf Topsoil (Bos or Pb) (4")	SY	125,000		\$ 2.50	\$ 312,500.00	\$ 1.20	\$ 150,000.00	\$ 0.75	\$ 93,750.00	\$ 1.25	\$ 156,250.00	\$ 1.75	\$ 218,750.00	\$ 4.50	\$ 562,500.00	\$ 1.25	\$ 156,250.00	\$ 1.91	\$ 238,750.00	
7	164-2027			Cell Fbr Mulch Seed (Perm) (Urban) (Clay)	SY	125,000		\$ 0.20	\$ 25,000.00	\$ 0.16	\$ 20,000.00	\$ 0.20	\$ 25,000.00	\$ 0.20	\$ 25,000.00	\$ 0.18	\$ 22,500.00	\$ 0.20	\$ 25,000.00	\$ 0.24	\$ 30,000.00	\$ 0.18	\$ 22,500.00	
8	168-2001			Vegetative Watering	MG	2,250		\$ 25.00	\$ 56,250.00	\$ 12.00	\$ 27,000.00	\$ 4.50	\$ 10,125.00	\$ 18.00	\$ 40,500.00	\$ 16.17	\$ 36,382.50	\$ 19.00	\$ 42,750.00	\$ 9.00	\$ 20,250.00	\$ 20.00	\$ 45,000.00	
9	169-2003			Soil Retention Blanket (CL 1) (TY C)	SY	28,542		\$ 1.00	\$ 28,542.00	\$ 0.80	\$ 22,833.60	\$ 1.00	\$ 28,542.00	\$ 1.00	\$ 28,542.00	\$ 1.02	\$ 29,112.84	\$ 1.10	\$ 31,396.20	\$ 0.70	\$ 19,979.40	\$ 1.00	\$ 28,542.00	
10	169-2007			Soil Retention Blanket (CL 2) (TY G)	SY	23,718		\$ 3.50	\$ 83,013.00	\$ 2.50	\$ 59,295.00	\$ 3.50	\$ 83,013.00	\$ 2.50	\$ 59,295.00	\$ 3.55	\$ 84,198.90	\$ 3.80	\$ 90,128.40	\$ 3.95	\$ 93,686.10	\$ 3.50	\$ 83,013.00	
11	247-2230			FL BS (Complete in Place) (TY A) (GR 1) (8")	SY	5,125		\$ 5.80	\$ 29,725.00	\$ 6.00	\$ 30,750.00	\$ 5.00	\$ 25,625.00	\$ 5.50	\$ 28,187.50	\$ 5.00	\$ 25,625.00	\$ 5.00	\$ 25,625.00	\$ 6.10	\$ 31,262.50	\$ 6.00	\$ 30,750.00	
12	247-2219			FL BS (Complete in Place) (TY A) (GR 1) (9")	SY	1,922		\$ 6.40	\$ 12,300.80	\$ 8.00	\$ 15,376.00	\$ 6.00	\$ 11,532.00	\$ 6.25	\$ 12,012.50	\$ 7.00	\$ 13,454.00	\$ 5.60	\$ 10,763.20	\$ 6.50	\$ 12,493.00	\$ 6.65	\$ 12,781.30	
13	247-2235			FL BS (Complete in Place) (TY A) (GR 1) (13.5")	SY	28,377		\$ 10.00	\$ 283,770.00	\$ 9.00	\$ 255,393.00	\$ 8.00	\$ 227,016.00	\$ 9.00	\$ 255,393.00	\$ 8.25	\$ 234,110.25	\$ 8.45	\$ 239,785.65	\$ 8.67	\$ 246,028.59	\$ 9.15	\$ 259,649.55	
14	260-2002			Lime (Hydrated Lime (Slurry))	TON	850		\$ 150.00	\$ 127,500.00	\$ 140.00	\$ 119,000.00	\$ 123.00	\$ 104,550.00	\$ 135.00	\$ 114,750.00	\$ 130.00	\$ 110,500.00	\$ 160.00	\$ 136,000.00	\$ 138.49	\$ 117,716.50	\$ 135.00	\$ 114,750.00	
15	260-2027			Lime Treat (Exst Mat) (8") 7%	SY	35,424		\$ 2.40	\$ 85,017.60	\$ 1.25	\$ 44,280.00	\$ 2.25	\$ 79,704.00	\$ 1.75	\$ 61,992.00	\$ 1.70	\$ 60,220.80	\$ 2.05	\$ 72,619.20	\$ 3.05	\$ 108,043.20	\$ 1.15	\$ 40,737.60	
16	310-2001			Prime Coat (MC-30)	GAL	6,721		\$ 3.50	\$ 23,523.50	\$ 3.00	\$ 20,163.00	\$ 3.00	\$ 20,163.00	\$ 3.50	\$ 23,523.50	\$ 4.00	\$ 26,884.00	\$ 4.05	\$ 27,282.20	\$ 3.02	\$ 20,297.42	\$ 2.90	\$ 19,490.90	
17	340			HMAC TY B PG64/22 (3")	SY	24,381		\$ 7.50	\$ 182,857.50	\$ 8.75	\$ 213,333.75	\$ 9.00	\$ 219,429.00	\$ 10.25	\$ 249,905.25	\$ 7.20	\$ 175,543.20	\$ 8.20	\$ 199,924.20	\$ 8.95	\$ 218,209.95	\$ 8.56	\$ 208,701.36	
18	340			HMAC TY C PG70/22 (2")	SY	24,381		\$ 5.50	\$ 134,095.50	\$ 6.10	\$ 148,724.10	\$ 6.00	\$ 146,286.00	\$ 7.00	\$ 170,667.00	\$ 5.30	\$ 129,219.30	\$ 6.10	\$ 148,724.10	\$ 6.42	\$ 156,526.02	\$ 5.91	\$ 144,091.71	
19	340			HMAC TY C PG70/22 (1.5")	SY	2,058		\$ 5.40	\$ 11,113.20	\$ 8.00	\$ 16,464.00	\$ 6.40	\$ 13,191.20	\$ 7.50	\$ 15,435.00	\$ 5.15	\$ 10,598.70	\$ 5.70	\$ 11,730.60	\$ 6.41	\$ 13,191.78	\$ 6.17	\$ 12,697.86	
20	340			HMAC TY C - PG70/22 (3")	SY	4,505		\$ 11.00	\$ 49,555.00	\$ 9.50	\$ 42,797.50	\$ 9.50	\$ 42,797.50	\$ 11.00	\$ 49,555.00	\$ 10.30	\$ 46,401.50	\$ 11.20	\$ 50,456.00	\$ 9.54	\$ 42,977.70	\$ 9.17	\$ 41,310.85	
21	340			HMAC TY-C PG70/22 (4")	SY	1,681		\$ 14.50	\$ 24,374.50	\$ 14.00	\$ 23,534.00	\$ 13.00	\$ 21,855.00	\$ 15.00	\$ 25,215.00	\$ 13.40	\$ 22,525.40	\$ 14.90	\$ 25,046.90	\$ 13.20	\$ 22,189.20	\$ 12.69	\$ 21,331.89	
22	354-2043			Plane Asph Conc Pav (1")	SY	2,059		\$ 4.00	\$ 8,236.00	\$ 2.00	\$ 4,118.00	\$ 3.00	\$ 6,177.00	\$ 2.00	\$ 4,118.00	\$ 1.20	\$ 2,470.80	\$ 1.05	\$ 2,161.95	\$ 0.41	\$ 844.19	\$ 3.70	\$ 7,618.30	
23	400-2008			Cut & Restoring Pav (Asph)	SY	116		\$ 50.00	\$ 5,800.00	\$ 100.00	\$ 11,600.00	\$ 68.00	\$ 7,888.00	\$ 55.00	\$ 6,380.00	\$ 25.00	\$ 2,900.00	\$ 24.00	\$ 2,784.00	\$ 25.40	\$ 2,946.40	\$ 131.00	\$ 15,196.00	
24	402-2001			Trench Excavation Protection (all depths)	LF	4,024		\$ 0.50	\$ 2,012.00	\$ 1.05	\$ 4,225.20	\$ 0.50	\$ 2,012.00	\$ 1.00	\$ 4,024.00	\$ 1.00	\$ 4,024.00	\$ 1.10	\$ 4,426.40	\$ 1.21	\$ 4,869.04	\$ 1.00	\$ 4,024.00	
25	432-2003			Riprap (Conc) (4")	SY	684		\$ 40.00	\$ 27,360.00	\$ 45.00	\$ 30,780.00	\$ 40.00	\$ 27,360.00	\$ 65.00	\$ 44,460.00	\$ 45.00	\$ 30,780.00	\$ 42.00	\$ 38,724.00	\$ 39.07	\$ 26,723.88	\$ 30.00	\$ 20,520.00	
26	432-2021			Riprap (Stone Protection) (18")	SY	288		\$ 26.00	\$ 7,488.00	\$ 48.00	\$ 13,824.00	\$ 75.00	\$ 21,600.00	\$ 25.00	\$ 7,200.00	\$ 55.00	\$ 15,840.00	\$ 76.00	\$ 21,888.00	\$ 75.90	\$ 21,859.20	\$ 48.00	\$ 13,824.00	
27	432-2023			Riprap (Stone Protection) (24")	SY	116		\$ 35.00	\$ 4,060.00	\$ 45.00	\$ 5,220.00	\$ 30.00	\$ 3,480.00	\$ 30.00	\$ 3,480.00	\$ 60.00	\$ 6,960.00	\$ 30.00	\$ 3,480.00	\$ 106.90	\$ 12,400.40	\$ 64.00	\$ 7,424.00	
28	432-2040			Riprap (Mow Strip) (5")	SY	353		\$ 50.00	\$ 17,650.00	\$ 55.00	\$ 19,415.00	\$ 60.00	\$ 21,180.00	\$ 45.00	\$ 15,885.00	\$ 55.00	\$ 19,415.00	\$ 51.00	\$ 18,003.00	\$ 40.40	\$ 14,612.20	\$ 53.00	\$ 18,709.00	
29	450-2076			Rail (Handrail) (TY E)	LF	50		\$ 120.00	\$ 6,000.00	\$ 130.00	\$ 6,500.00	\$ 120.00	\$ 6,000.00	\$ 50.00	\$ 2,500.00	\$ 120.00	\$ 6,000.00	\$ 123.00	\$ 6,150.00	\$ 195.00	\$ 9,750.00	\$ 108.00	\$ 5,400.00	
30	459-2002			Gabion (Galv)	CY	135		\$ 170.00	\$ 22,950.00	\$ 165.00	\$ 22,275.00	\$ 1,775.00	\$ 239,625.00	\$ 115.00	\$ 15,225.00	\$ 167.51	\$ 22,613.85	\$ 180.00	\$ 24,300.00	\$ 135.00	\$ 18,225.00	\$ 165.00	\$ 22,275.00	
31	462-2038			Concrete Box Culverts (6'x2')	LF	125		\$ 170.00	\$ 21,250.00	\$ 165.00	\$ 20,625.00	\$ 205.00	\$ 25,625.00	\$ 150.00	\$ 18,750.00	\$ 190.00	\$ 23,750.00	\$ 182.00	\$ 22,750.00	\$ 145.27	\$ 18,158.75	\$ 240.00	\$ 30,000.00	
32	464-2003			RC Pipe (18") (CL III)	LF	1,529		\$ 28.00	\$ 42,812.00	\$ 30.00	\$ 45,870.00	\$ 33.00	\$ 50,457.00	\$ 35.00	\$ 53,515.00	\$ 23.00	\$ 35,167.00	\$ 36.00	\$ 55,044.00	\$ 23.40	\$ 35,778.60	\$ 25.00	\$ 38,225.00	
33	464-2005			RC Pipe (24") (CL III)	LF	1,251		\$ 35.00	\$ 43,785.00	\$ 35.00	\$ 43,785.00	\$ 38.00	\$ 47,538.00	\$ 36.00	\$ 45,036.00	\$ 27.00	\$ 33,777.00	\$ 44.00	\$ 55,044.00	\$ 28.40	\$ 35,528.40	\$ 34.10	\$ 42,659.10	
34	464-2007			RC Pipe (30") (CL III)	LF	693		\$ 45.00	\$ 31,185.00	\$ 75.00	\$ 51,975.00	\$ 48.00	\$ 33,264.00	\$ 48.00	\$ 33,264.00	\$ 37.00	\$ 25,641.00	\$ 53.00	\$ 36,729.00	\$ 37.95	\$ 26,299.35	\$ 43.00	\$ 29,799.00	
35	464-2012			RC Pipe (54") (CL III)	LF	195		\$ 110.00	\$ 21,450.00	\$ 110.00	\$ 21,450.00	\$ 110.00	\$ 21,450.00	\$ 110.00	\$ 21,450.00	\$ 95.00	\$ 18,525.00	\$ 115.00	\$ 22,425.00	\$ 107.56	\$ 20,974.20	\$ 110.00	\$ 21,450.00	
36	464-2021			RC Pipe (18") (CL IV)	LF	64		\$ 30.00	\$ 1,920.00	\$ 31.00	\$ 1,984.00	\$ 36.00	\$ 2,304.00	\$ 30.00	\$ 1,920.00	\$ 24.00	\$ 1,536.00	\$ 37.00	\$ 2,368.00	\$ 59.82	\$ 3,828.48	\$ 37.00	\$ 2,368.00	
37	464-2114			RC Pipe (21") (CL IV)	LF	167		\$ 34.00	\$ 5,678.00	\$ 40.00	\$ 6,680.00	\$ 43.00	\$ 7,181.00	\$ 37.00	\$ 6,179.00	\$ 26.00	\$ 4,342.00	\$ 42.00	\$ 7,014.00	\$ 53.20	\$ 8,884.40	\$ 43.00	\$ 7,181.00	
38	466-2048			Wingwall (PW) (HW=4ft)	EA	2		\$ 9,000.00	\$ 18,000.00	\$ 5,000.00	\$ 10,000.00	\$ 8,000.00	\$ 16,000.00	\$ 8,500.00	\$ 17,000.00	\$ 5,000.00	\$ 10,000.00	\$ 9,150.00	\$ 18,300.00	\$ 3,708.64	\$ 7,417.28	\$ 7,300.00	\$ 14,600.00	
39	466-2132			Headwall (CH-PW-0) (D=54in)	EA	2		\$ 7,000.00	\$ 7,000.00	\$ 6,000.00	\$ 6,000.00	\$ 7,750.00	\$ 7,750.00	\$ 15,000.00	\$ 15,000.00	\$ 8,000.00	\$ 8,000.00	\$ 7,500.00	\$ 7,500.00	\$ 4,583.65	\$ 4,583.65	\$ 10,600.00	\$ 10,600.00	
40	467-2209			SET (TY II) (18") (RCP) (3:1) (C)	EA	2		\$ 1,500.00	\$ 3,000.00	\$ 1,200.00</														

Bid Item	Spec. No. / Desc. Code	S.P. No	S.S. No.	Description	Unit	QTY	Engineer's Estimate		Cash Constr		RGM		TX Sterling		Yantis		Capital		Lewis		Ballenger		Joe Bland	
							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
1-6	110-2002			Excavation (Channel)	CY	1,500			\$ 9.00	\$ 13,500.00	\$ 10.00	\$ 15,000.00	\$ 9.50	\$ 14,250.00	\$ 2.00	\$ 3,000.00	\$ 10.15	\$ 15,225.00	\$ 11.00	\$ 16,500.00	\$ 9.34	\$ 14,010.00	\$ 9.00	\$ 13,500.00
1-7	132-2012			Embarkment (Final) (Dens Cont) (TY B)	CY	948			\$ 1.50	\$ 1,422.00	\$ 18.00	\$ 17,064.00	\$ 3.50	\$ 3,318.00	\$ 2.00	\$ 1,896.00	\$ 5.58	\$ 5,289.84	\$ 6.00	\$ 5,688.00	\$ 8.01	\$ 7,593.48	\$ 4.80	\$ 4,550.40
1-8	161-2014			Compost Manuf Topsoil (Bos or Pb) (4")	SY	3,860			\$ 2.50	\$ 9,650.00	\$ 2.25	\$ 8,685.00	\$ 0.75	\$ 2,895.00	\$ 1.25	\$ 4,825.00	\$ 2.00	\$ 7,720.00	\$ 4.60	\$ 17,756.00	\$ 1.25	\$ 4,825.00	\$ 1.91	\$ 7,372.60
1-9	164-2027			Cell Fbr Mulch Seed (Perm) (Urban) (Clay)	SY	3,860			\$ 0.20	\$ 772.00	\$ 0.16	\$ 617.60	\$ 0.20	\$ 772.00	\$ 0.20	\$ 772.00	\$ 0.18	\$ 694.80	\$ 0.20	\$ 772.00	\$ 0.40	\$ 1,544.00	\$ 0.18	\$ 694.80
1-10	168-2001			Vegetative Watering	MG	112			\$ 20.00	\$ 2,240.00	\$ 18.00	\$ 2,016.00	\$ 4.75	\$ 532.00	\$ 25.00	\$ 2,800.00	\$ 15.00	\$ 1,680.00	\$ 19.00	\$ 2,128.00	\$ 10.26	\$ 1,149.12	\$ 20.00	\$ 2,240.00
1-11	169-2001			Soil Retention Blanket (CL 1) (TY A)	SY	1,089			\$ 1.00	\$ 1,089.00	\$ 0.80	\$ 871.20	\$ 1.00	\$ 1,089.00	\$ 1.00	\$ 1,089.00	\$ 1.02	\$ 1,110.78	\$ 1.10	\$ 1,197.90	\$ 1.00	\$ 1,089.00	\$ 1.00	\$ 1,089.00
1-12	169-2006			Soil Retention Blanket (CL 2) (TY F)	SY	1,188			\$ 4.00	\$ 4,752.00	\$ 2.50	\$ 2,970.00	\$ 4.00	\$ 4,752.00	\$ 2.50	\$ 2,970.00	\$ 4.06	\$ 4,823.28	\$ 4.40	\$ 5,227.20	\$ 1.00	\$ 1,188.00	\$ 4.00	\$ 4,752.00
1-13	247-2230			FL BS (Complete in Place) (TY A) (GR 1) (8")	SY	3,376			\$ 5.80	\$ 19,580.80	\$ 6.00	\$ 20,256.00	\$ 7.50	\$ 25,320.00	\$ 5.50	\$ 18,568.00	\$ 6.50	\$ 21,944.00	\$ 6.00	\$ 20,256.00	\$ 8.61	\$ 29,067.36	\$ 6.00	\$ 20,256.00
1-14	260-2002			Lime (Hydrated Lime (Slurry))	TON	58			\$ 150.00	\$ 8,700.00	\$ 145.00	\$ 8,410.00	\$ 130.00	\$ 7,540.00	\$ 135.00	\$ 7,830.00	\$ 130.00	\$ 7,540.00	\$ 160.00	\$ 9,280.00	\$ 138.49	\$ 8,032.42	\$ 135.00	\$ 8,300.00
1-15	260-2027			Lime Treat (Exst Matl) (8")	SY	2,905			\$ 2.40	\$ 6,972.00	\$ 3.00	\$ 8,715.00	\$ 4.50	\$ 13,072.50	\$ 1.75	\$ 5,083.75	\$ 3.50	\$ 10,167.50	\$ 4.25	\$ 12,346.25	\$ 3.14	\$ 9,121.70	\$ 2.70	\$ 7,843.50
1-16	310-2001			Prime Coat (MC-30), gallon,	GAL	630			\$ 3.50	\$ 2,205.00	\$ 4.00	\$ 2,520.00	\$ 3.50	\$ 2,205.00	\$ 3.50	\$ 2,205.00	\$ 4.00	\$ 2,520.00	\$ 4.25	\$ 2,677.50	\$ 3.55	\$ 2,236.50	\$ 3.41	\$ 2,148.30
1-17	340			HMAC TY-C PG64-22 (3")	SY	2,666			\$ 7.50	\$ 19,995.00	\$ 9.00	\$ 23,994.00	\$ 9.00	\$ 23,994.00	\$ 10.25	\$ 27,326.50	\$ 9.75	\$ 26,061.50	\$ 8.30	\$ 22,127.80	\$ 9.01	\$ 24,020.66	\$ 8.66	\$ 23,087.56
1-18	402-2001			Trench Excavation Protection	LF	100			\$ 0.50	\$ 50.00	\$ 1.05	\$ 105.00	\$ 0.50	\$ 50.00	\$ 1.00	\$ 100.00	\$ 1.00	\$ 100.00	\$ 1.10	\$ 110.00	\$ 3.41	\$ 341.00	\$ 1.00	\$ 100.00
1-19	432-2040			Riprap (Mow Strip) (5")	CY	29			\$ 250.00	\$ 7,250.00	\$ 350.00	\$ 10,150.00	\$ 400.00	\$ 11,600.00	\$ 350.00	\$ 10,150.00	\$ 370.00	\$ 10,730.00	\$ 275.00	\$ 7,975.00	\$ 366.09	\$ 10,616.61	\$ 53.00	\$ 1,537.00
1-20	462-2030			Concrete Box Culverts (10x6)	LF	254			\$ 380.00	\$ 96,520.00	\$ 315.00	\$ 80,010.00	\$ 425.00	\$ 107,950.00	\$ 250.00	\$ 63,500.00	\$ 400.00	\$ 101,600.00	\$ 395.00	\$ 100,330.00	\$ 437.33	\$ 111,081.82	\$ 505.00	\$ 128,270.00
1-21	462-2033			Concrete Box Culverts (10x9)	LF	145			\$ 440.00	\$ 63,800.00	\$ 415.00	\$ 60,175.00	\$ 425.00	\$ 61,625.00	\$ 300.00	\$ 43,500.00	\$ 450.00	\$ 65,250.00	\$ 472.00	\$ 68,440.00	\$ 506.05	\$ 73,377.25	\$ 570.00	\$ 82,650.00
1-22	466-xxxx			Wingwall (PW) (HW=12ft) (Mod)	EA	2			\$ 30,000.00	\$ 60,000.00	\$ 45,000.00	\$ 90,000.00	\$ 30,000.00	\$ 60,000.00	\$ 30,000.00	\$ 60,000.00	\$ 55,000.00	\$ 110,000.00	\$ 36,000.00	\$ 72,000.00	\$ 81,271.62	\$ 162,543.24	\$ 38,000.00	\$ 76,000.00
1-23	496-2001			Remove Str (Box Culvert)	EA	1			\$ 5,000.00	\$ 5,000.00	\$ 12,000.00	\$ 12,000.00	\$ 2,100.00	\$ 2,100.00	\$ 10,500.00	\$ 10,500.00	\$ 15,000.00	\$ 15,000.00	\$ 24,700.00	\$ 24,700.00	\$ 963.20	\$ 963.20	\$ 39,100.00	\$ 39,100.00
1-24	500-2001			Mobilization	LS	1			\$ 5,000.00	\$ 5,000.00	\$ 70,000.00	\$ 70,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 15,000.00	\$ 15,000.00	\$ 589.13	\$ 589.13	\$ 60,000.00	\$ 60,000.00
1-25	502-2001			Additional Barricades, Signs & Traffic Handling (paid monthly)	LS	1			\$ 8,000.00	\$ 8,000.00	\$ 6,500.00	\$ 6,500.00	\$ 35,000.00	\$ 35,000.00	\$ 15,000.00	\$ 15,000.00	\$ 9,000.00	\$ 9,000.00	\$ 5,930.00	\$ 5,930.00	\$ 3,523.39	\$ 3,523.39	\$ 15,050.00	\$ 15,050.00
1-26	506-2001			Rock Filter Dams (Install) (TY 1)	LF	24			\$ 20.00	\$ 480.00	\$ 16.00	\$ 384.00	\$ 16.50	\$ 396.00	\$ 16.00	\$ 384.00	\$ 16.24	\$ 389.76	\$ 18.00	\$ 432.00	\$ 15.00	\$ 360.00	\$ 16.00	\$ 384.00
1-27	506-2009			Rock Filter Dam (Remove)	LF	24			\$ 5.00	\$ 120.00	\$ 5.50	\$ 132.00	\$ 7.00	\$ 168.00	\$ 6.00	\$ 144.00	\$ 7.11	\$ 170.64	\$ 7.70	\$ 184.80	\$ 5.00	\$ 120.00	\$ 7.00	\$ 168.00
1-28	506-2016			Construction Exits (Install) (TY 1)	SY	156			\$ 10.00	\$ 1,560.00	\$ 6.50	\$ 1,014.00	\$ 8.25	\$ 1,287.00	\$ 6.00	\$ 936.00	\$ 8.12	\$ 1,266.72	\$ 8.80	\$ 1,372.80	\$ 10.50	\$ 1,638.00	\$ 8.00	\$ 1,248.00
1-29	506-2019			Construction Exits (Remove)	SY	156			\$ 5.00	\$ 780.00	\$ 4.50	\$ 702.00	\$ 4.75	\$ 741.00	\$ 3.00	\$ 468.00	\$ 4.57	\$ 712.92	\$ 5.00	\$ 780.00	\$ 5.00	\$ 780.00	\$ 4.50	\$ 702.00
1-30	506-2034			Temp Sediment Control Fence	LF	1,313			\$ 2.00	\$ 2,626.00	\$ 1.10	\$ 1,444.30	\$ 1.75	\$ 2,297.75	\$ 2.00	\$ 2,626.00	\$ 1.88	\$ 2,468.44	\$ 2.00	\$ 2,626.00	\$ 1.40	\$ 1,838.20	\$ 1.85	\$ 2,429.05
1-31	529-2004			Conc Curb & Gutter (TY II)	LF	142			\$ 12.00	\$ 1,704.00	\$ 17.00	\$ 2,414.00	\$ 11.00	\$ 1,562.00	\$ 15.00	\$ 2,130.00	\$ 17.00	\$ 2,414.00	\$ 13.00	\$ 1,846.00	\$ 8.00	\$ 1,136.00	\$ 22.55	\$ 3,202.10
1-32	530-2010			Driveways (Conc)	SY	86			\$ 50.00	\$ 4,300.00	\$ 75.00	\$ 6,450.00	\$ 60.00	\$ 5,160.00	\$ 60.00	\$ 5,160.00	\$ 36.00	\$ 3,096.00	\$ 51.00	\$ 4,386.00	\$ 35.68	\$ 3,068.48	\$ 64.00	\$ 5,504.00
1-33	540-2001			Mtl W-Beam Gd Fen (Tim Post)	LF	400			\$ 18.00	\$ 7,200.00	\$ 15.00	\$ 6,000.00	\$ 18.00	\$ 7,200.00	\$ 16.00	\$ 6,400.00	\$ 17.26	\$ 6,904.00	\$ 19.00	\$ 7,600.00	\$ 15.00	\$ 6,000.00	\$ 17.00	\$ 6,800.00
1-34	542-2001			Removing Mtl Man Guard Fence	LF	425			\$ 2.00	\$ 850.00	\$ 3.25	\$ 1,381.25	\$ 1.00	\$ 425.00	\$ 2.00	\$ 850.00	\$ 1.02	\$ 433.50	\$ 1.00	\$ 425.00	\$ 1.82	\$ 773.50	\$ 1.00	\$ 425.00
1-35	544-2001			Guardrail End Treatment (Install)	EA	2			\$ 2,000.00	\$ 4,000.00	\$ 2,000.00	\$ 4,000.00	\$ 1,900.00	\$ 3,800.00	\$ 2,000.00	\$ 4,000.00	\$ 1,873.10	\$ 3,746.20	\$ 2,000.00	\$ 4,000.00	\$ 1,975.00	\$ 3,950.00	\$ 1,845.00	\$ 3,690.00
1-36	552-2003			Wire Fence (TY C)	LF	851			\$ 4.00	\$ 3,404.00	\$ 5.00	\$ 4,255.00	\$ 4.00	\$ 3,404.00	\$ 5.00	\$ 4,255.00	\$ 4.06	\$ 3,455.06	\$ 4.50	\$ 3,829.50	\$ 7.00	\$ 5,957.00	\$ 4.00	\$ 3,404.00
1-37	644-2056			Relocate Sm Rd Sn Sup&Am Ty 10BWG	EA	1			\$ 350.00	\$ 350.00	\$ 100.00	\$ 100.00	\$ 340.00	\$ 340.00	\$ 350.00	\$ 350.00	\$ 319.80	\$ 319.80	\$ 82.00	\$ 82.00	\$ 75.00	\$ 75.00	\$ 315.00	\$ 315.00
1-38	658-2240			Instl Del Assm (D-SW) SZ 1 (FLX) GF2	EA	9			\$ 30.00	\$ 270.00	\$ 45.00	\$ 405.00	\$ 25.00	\$ 225.00	\$ 28.00	\$ 252.00	\$ 24.37	\$ 219.33	\$ 38.00	\$ 342.00	\$ 35.00	\$ 315.00	\$ 24.00	\$ 216.00
1-39	658-2314			Instl Om Assm (OM-2X) (WC) GND	EA	4			\$ 45.00	\$ 180.00	\$ 55.00	\$ 220.00	\$ 45.00	\$ 180.00	\$ 50.00	\$ 200.00	\$ 42.64	\$ 170.56	\$ 53.00	\$ 212.00	\$ 48.50	\$ 194.00	\$ 42.00	\$ 168.00
1-40	666-2011			Refl Pav Mkr Ty 1 (W) (4") (SLD) (090 Mil)	LF	1,585			\$ 0.35	\$ 554.75	\$ 0.65	\$ 1,030.25	\$ 0.60	\$ 951.00	\$ 0.50	\$ 792.50	\$ 0.61	\$ 966.85	\$ 0.40	\$ 634.00	\$ 0.60	\$ 951.00	\$ 0.60	\$ 951.00
1-41	666-2110			Refl Pav Mkr Ty 1 (Y) (4") (SLD) (090 Mil)	LF	1,705			\$ 0.35	\$ 596.75	\$ 0.65	\$ 1,108.25	\$ 0.60	\$ 1,023.00	\$ 0.50	\$ 852.50	\$ 0.61	\$ 1,040.05	\$ 0.40	\$ 682.00	\$ 0.60	\$ 1,023.00	\$ 0.60	\$ 1,023.00
1-42	666-2041			Refl Pav Mkr Ty 1 (W) (12") (SLD) (090 Mil)	LF	108			\$ 2.30	\$ 248.40	\$ 9.00	\$ 972.00	\$ 9.00	\$ 972.00	\$ 2.50	\$ 270.00	\$ 8.88	\$ 959.04	\$ 2.50	\$ 270.00	\$ 8.75	\$ 945.00	\$ 8.75	\$ 945.00
1-43			SS-03	Geogrid Base Reinforcement	SY	2,905			\$ 3.50	\$ 10,167.50	\$ 3.50	\$ 10,167.50	\$ 3.50	\$ 10,167.50	\$ 3.00	\$ 8,715.00	\$ 3.00	\$ 8,715.00	\$ 4.40	\$ 12,782.00	\$ 2.14	\$ 6,216.70	\$ 3.65	\$ 10,603.25
1-44	COA 506S-4WW			Minor Manhole Height Adjustment (2" Dia)	EA	1			\$ 200.00	\$ 200.00	\$ 1,500.00	\$ 1,500.00	\$ 750.00	\$ 750.00	\$ 900.00	\$ 900.00	\$ 686.41	\$ 686.41	\$ 1,765.00	\$ 1,765.00	\$ 3,231.84	\$ 3,231.84	\$ 1,495.00	\$ 1,495.00
1-45	COA 510-A1.SW			Pipe 1.5" Dia Waterline (All Depths) DI Including Excavation & Backfill	LF	170			\$ 20.00	\$ 3,400.00	\$ 35.00	\$ 5,950.00	\$ 50.00	\$ 8,500.00	\$ 6.50	\$ 1,105.00	\$ 20.00	\$ 3,400.00	\$ 100.00	\$ 17,000.00	\$ 14.23	\$ 2,419.10	\$ 24.00	\$ 4,080.00
1-46																								

Bid Item	Spec. No. / Desc. Code	S.P. No	S.S. No	Description	Unit	QTY	Engineer's Estimate		Cash Constr		RGM		TX Sterling		Yantis		Capital		Lewis		Ballenger		Joe Bland	
							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
3.2	105-2014			Removing Stab Base and Asph Pav (7"-12")	SY	7,121.00	\$ 7,121.00	\$ 4.00	\$ 28,484.00	\$ 8.00	\$ 56,968.00	\$ 2.25	\$ 16,022.25	\$ 7.00	\$ 49,847.00	\$ 1.00	\$ 7,121.00	\$ 1.10	\$ 7,833.10	\$ 2.19	\$ 15,594.99	\$ 3.30	\$ 23,499.30	
3.3	110-2001			Excavation (Roadway)	CY	13,500.00	\$ 13,500.00	\$ 8.00	\$ 108,000.00	\$ 5.50	\$ 74,250.00	\$ 6.00	\$ 81,000.00	\$ 5.00	\$ 67,500.00	\$ 4.90	\$ 66,150.00	\$ 5.30	\$ 71,550.00	\$ 2.67	\$ 36,045.00	\$ 7.05	\$ 95,175.00	
3.4	132-2004			Embankment (Final) (Dens Cont) (TY B)	CY	3,200.00	\$ 3,200.00	\$ 1.50	\$ 4,800.00	\$ 2.25	\$ 7,200.00	\$ 2.00	\$ 6,400.00	\$ 2.00	\$ 6,400.00	\$ 1.78	\$ 5,696.00	\$ 1.90	\$ 7,424.00	\$ 2.32	\$ 12,424.00	\$ 5.80	\$ 18,560.00	
3.5	161-2014	161-001		Compost Manuf Topsoil (Bos or Pb) (4")	SY	14,350.00	\$ 14,350.00	\$ 2.50	\$ 35,875.00	\$ 1.65	\$ 23,677.50	\$ 0.75	\$ 10,762.50	\$ 1.25	\$ 17,937.50	\$ 2.00	\$ 28,700.00	\$ 4.60	\$ 66,010.00	\$ 1.25	\$ 17,937.50	\$ 1.91	\$ 27,408.50	
3.6	164-2027			Cell Fbr Mulch Seed (Perm) (Urban) (Clay)	SY	14,350.00	\$ 14,350.00	\$ 0.20	\$ 2,870.00	\$ 0.16	\$ 2,296.00	\$ 0.20	\$ 2,870.00	\$ 0.20	\$ 2,870.00	\$ 0.18	\$ 2,583.00	\$ 0.20	\$ 2,870.00	\$ 0.40	\$ 5,740.00	\$ 0.18	\$ 2,583.00	
3.7	168-2001			Vegetative Watering	MG	260.00	\$ 260.00	\$ 25.00	\$ 6,500.00	\$ 12.00	\$ 3,120.00	\$ 8.00	\$ 2,080.00	\$ 25.00	\$ 6,500.00	\$ 15.00	\$ 3,900.00	\$ 19.00	\$ 4,940.00	\$ 9.00	\$ 2,340.00	\$ 20.00	\$ 5,200.00	
3.8	247-2343	247-020		FL BS (Cmp In Place) (TY A, GR 1) (15")	SY	23,330.00	\$ 23,330.00	\$ 11.00	\$ 256,630.00	\$ 9.50	\$ 221,635.00	\$ 9.00	\$ 209,970.00	\$ 10.00	\$ 233,300.00	\$ 9.20	\$ 214,636.00	\$ 9.35	\$ 218,135.50	\$ 10.39	\$ 242,398.70	\$ 9.15	\$ 213,469.50	
3.9	260-2002	260-001		Lime (Hydrated Lime - Slurry)	TON	560.00	\$ 560.00	\$ 150.00	\$ 84,000.00	\$ 140.00	\$ 78,400.00	\$ 153.00	\$ 85,680.00	\$ 135.00	\$ 75,600.00	\$ 130.00	\$ 72,600.00	\$ 160.00	\$ 96,000.00	\$ 138.49	\$ 77,554.40	\$ 135.00	\$ 81,600.00	
3.10	260-2027	260-001		Lime Treat (Exist Matl) (8") 7%	SY	23,330.00	\$ 23,330.00	\$ 2.40	\$ 55,992.00	\$ 1.25	\$ 29,162.50	\$ 2.00	\$ 46,660.00	\$ 1.75	\$ 40,827.50	\$ 1.70	\$ 39,661.00	\$ 2.10	\$ 48,993.00	\$ 3.23	\$ 75,355.90	\$ 1.15	\$ 26,829.50	
3.11	310-2001			Prime Coat (MC-30)	GAL	3,941.00	\$ 3,941.00	\$ 3.50	\$ 13,793.50	\$ 3.10	\$ 11,823.10	\$ 3.00	\$ 11,823.00	\$ 3.50	\$ 13,793.50	\$ 4.00	\$ 15,764.00	\$ 4.20	\$ 16,552.20	\$ 3.08	\$ 12,138.28	\$ 2.96	\$ 11,665.36	
3.12	340			HMCA TY B PG64-22 (3")	SY	17,910.00	\$ 17,910.00	\$ 7.50	\$ 134,325.00	\$ 9.00	\$ 161,190.00	\$ 8.75	\$ 156,712.50	\$ 11.00	\$ 197,010.00	\$ 7.20	\$ 128,952.00	\$ 8.30	\$ 148,653.00	\$ 8.96	\$ 160,473.60	\$ 8.61	\$ 154,205.10	
3.13	340			HMCA TY C PG70-22 (2")	SY	17,910.00	\$ 17,910.00	\$ 5.40	\$ 96,714.00	\$ 7.00	\$ 125,370.00	\$ 6.25	\$ 111,937.50	\$ 7.00	\$ 125,370.00	\$ 5.30	\$ 94,923.00	\$ 6.10	\$ 109,251.00	\$ 6.52	\$ 116,773.20	\$ 6.27	\$ 112,295.70	
3.14	402-2001			Trench Excavation Protection	LF	860.00	\$ 860.00	\$ 0.50	\$ 430.00	\$ 1.65	\$ 1,419.00	\$ 0.50	\$ 430.00	\$ 1.00	\$ 860.00	\$ 1.00	\$ 860.00	\$ 1.10	\$ 946.00	\$ 2.00	\$ 1,720.00	\$ 1.00	\$ 860.00	
3.15	464-2003			RC Pipe (18") CL III	LF	860.00	\$ 860.00	\$ 28.00	\$ 24,080.00	\$ 30.00	\$ 25,800.00	\$ 33.00	\$ 28,380.00	\$ 30.00	\$ 25,800.00	\$ 23.00	\$ 19,780.00	\$ 66.00	\$ 56,760.00	\$ 25.36	\$ 21,809.60	\$ 25.00	\$ 21,500.00	
3.16	479-2001			Adjust Manhole	EA	7.00	\$ 7.00	\$ 1,400.00	\$ 9,800.00	\$ 1,200.00	\$ 8,400.00	\$ 44.50	\$ 311.50	\$ 250.00	\$ 1,750.00	\$ 460.00	\$ 3,220.21	\$ 2,330.00	\$ 16,310.00	\$ 689.50	\$ 4,826.50	\$ 850.00	\$ 5,950.00	
3.17	496-2007			Remov Str (Pipe)	LF	465.00	\$ 465.00	\$ 15.00	\$ 6,975.00	\$ 15.00	\$ 6,975.00	\$ 19.00	\$ 8,835.00	\$ 7.00	\$ 3,255.00	\$ 9.52	\$ 4,426.80	\$ 16.40	\$ 7,626.00	\$ 10.76	\$ 5,003.40	\$ 9.71	\$ 4,515.15	
3.18	500-2001			Mobilization	LS	1.00	\$ 1.00	\$ 15,000.00	\$ 15,000.00	\$ 110,000.00	\$ 110,000.00	\$ 88,000.00	\$ 88,000.00	\$ 15,000.00	\$ 15,000.00	\$ 35,000.00	\$ 35,000.00	\$ 20,000.00	\$ 20,000.00	\$ 235.65	\$ 235.65	\$ 40,000.00	\$ 40,000.00	
3.19	502	502-033		Additional Barricades, Signs & Traffic Handling, paid monthly	LS	1.00	\$ 1.00	\$ 10,000.00	\$ 10,000.00	\$ 6,500.00	\$ 6,500.00	\$ 25,000.00	\$ 25,000.00	\$ 10,000.00	\$ 10,000.00	\$ 4,000.00	\$ 4,000.00	\$ 9,850.00	\$ 9,850.00	\$ 1,450.00	\$ 1,450.00	\$ 24,900.00	\$ 24,900.00	
3.20	506-2002			Rock Filter Dams (Install) (TY 1)	LF	15.00	\$ 15.00	\$ 20.00	\$ 300.00	\$ 20.00	\$ 300.00	\$ 16.75	\$ 251.25	\$ 16.00	\$ 240.00	\$ 16.24	\$ 243.60	\$ 18.00	\$ 270.00	\$ 5.00	\$ 75.00	\$ 16.00	\$ 240.00	
3.21	506-2009			Rock Filter Dams (Remove)	LF	15.00	\$ 15.00	\$ 5.00	\$ 75.00	\$ 6.00	\$ 90.00	\$ 7.00	\$ 105.00	\$ 6.00	\$ 90.00	\$ 7.11	\$ 106.65	\$ 8.00	\$ 120.00	\$ 10.50	\$ 157.50	\$ 7.00	\$ 105.00	
3.22	506-2016			Construction Exits (Install) (TY 1)	SY	300.00	\$ 300.00	\$ 10.00	\$ 3,000.00	\$ 5.50	\$ 1,650.00	\$ 8.00	\$ 2,400.00	\$ 6.00	\$ 1,800.00	\$ 8.12	\$ 2,436.00	\$ 9.00	\$ 2,700.00	\$ 5.00	\$ 1,500.00	\$ 8.00	\$ 2,400.00	
3.23	506-2019			Construction Exits (Remove)	SY	300.00	\$ 300.00	\$ 5.00	\$ 1,500.00	\$ 5.00	\$ 1,500.00	\$ 4.50	\$ 1,350.00	\$ 3.50	\$ 1,050.00	\$ 4.57	\$ 1,371.00	\$ 5.00	\$ 1,500.00	\$ 1.35	\$ 405.00	\$ 4.50	\$ 1,350.00	
3.24	506-2034			Temp Sedmt Cont Fence	LF	1,910.00	\$ 1,910.00	\$ 2.00	\$ 3,820.00	\$ 1.10	\$ 2,101.00	\$ 1.75	\$ 3,342.50	\$ 2.00	\$ 3,820.00	\$ 1.78	\$ 3,399.80	\$ 2.00	\$ 3,820.00	\$ 1.50	\$ 2,865.00	\$ 1.75	\$ 3,342.50	
3.25	506-2041			Temp Sedmt Cont Fence (Inlet Protect)	LF	520.00	\$ 520.00	\$ 2.00	\$ 1,040.00	\$ 6.00	\$ 3,120.00	\$ 2.25	\$ 1,170.00	\$ 2.00	\$ 1,040.00	\$ 2.28	\$ 1,185.60	\$ 2.20	\$ 1,144.00	\$ 0.85	\$ 442.00	\$ 2.25	\$ 1,170.00	
3.26	529-2002			Cone Curb & Gutter (TY II)	LF	11,820.00	\$ 11,820.00	\$ 7.00	\$ 82,740.00	\$ 8.00	\$ 94,560.00	\$ 10.00	\$ 118,200.00	\$ 9.00	\$ 106,380.00	\$ 6.00	\$ 70,920.00	\$ 7.00	\$ 82,740.00	\$ 8.00	\$ 94,560.00	\$ 10.25	\$ 121,155.00	
3.27	531-2031			Concrete Sidewalk (4")	SY	2,708.00	\$ 2,708.00	\$ 25.00	\$ 67,700.00	\$ 25.00	\$ 67,700.00	\$ 17.70	\$ 47,931.60	\$ 32.00	\$ 86,656.00	\$ 20.00	\$ 54,160.00	\$ 28.00	\$ 75,824.00	\$ 23.40	\$ 63,367.20	\$ 25.00	\$ 67,700.00	
3.28	531-2010			Curb Ramp (TY 7)	EA	6.00	\$ 6.00	\$ 600.00	\$ 3,600.00	\$ 1,200.00	\$ 7,200.00	\$ 1,015.00	\$ 6,090.00	\$ 1,200.00	\$ 7,200.00	\$ 800.00	\$ 4,800.00	\$ 700.00	\$ 4,200.00	\$ 910.65	\$ 5,463.90	\$ 440.00	\$ 2,640.00	
3.29	531-2012			Curb Ramp (TY 9)	EA	5.00	\$ 5.00	\$ 630.00	\$ 3,150.00	\$ 1,200.00	\$ 6,000.00	\$ 1,015.00	\$ 5,075.00	\$ 1,200.00	\$ 7,200.00	\$ 900.00	\$ 4,500.00	\$ 710.00	\$ 3,570.00	\$ 874.48	\$ 4,372.40	\$ 620.00	\$ 3,100.00	
3.30	552-2003			Wire Fence (TY C)	LF	410.00	\$ 410.00	\$ 4.00	\$ 1,640.00	\$ 4.50	\$ 1,845.00	\$ 5.00	\$ 2,050.00	\$ 13.00	\$ 5,330.00	\$ 4.06	\$ 1,664.60	\$ 4.40	\$ 1,804.00	\$ 4.00	\$ 1,640.00	\$ 4.00	\$ 1,640.00	
3.31	644 2001			Ins Sm Rd Sn Sup&Am TY 10BWG(1) SB(P)	EA	9.00	\$ 9.00	\$ 70.00	\$ 630.00	\$ 400.00	\$ 3,600.00	\$ 0.20	\$ 1.80	\$ 400.00	\$ 3,600.00	\$ 353.05	\$ 3,177.45	\$ 390.00	\$ 3,510.00	\$ 355.00	\$ 3,195.00	\$ 347.75	\$ 3,129.75	
3.32	662 2004			Wk Zn Pav Mrk Non-Remove (W) 4" (SLD)	LF	4,860.00	\$ 4,860.00	\$ 0.25	\$ 1,215.00	\$ 0.30	\$ 1,458.00	\$ 0.25	\$ 1,215.00	\$ 0.35	\$ 1,701.00	\$ 0.25	\$ 1,215.00	\$ 0.30	\$ 1,458.00	\$ 0.25	\$ 1,215.00	\$ 0.25	\$ 1,215.00	
3.33	662 2031			Wk Zn Pav Mrk Non-Remove (Y) 4" (DOT)	LF	64.00	\$ 64.00	\$ 0.50	\$ 32.00	\$ 0.35	\$ 22.40	\$ 0.25	\$ 16.00	\$ 0.75	\$ 48.00	\$ 0.25	\$ 16.00	\$ 0.60	\$ 38.40	\$ 0.25	\$ 16.00	\$ 0.25	\$ 16.00	
3.34	662 2032			Wk Zn Pav Mrk Non-Remove (Y) 4" (SLD)	LF	9,736.00	\$ 9,736.00	\$ 0.25	\$ 2,434.00	\$ 0.30	\$ 2,920.80	\$ 0.25	\$ 2,434.00	\$ 0.35	\$ 3,407.60	\$ 0.25	\$ 2,434.00	\$ 0.30	\$ 2,920.80	\$ 0.25	\$ 2,434.00	\$ 0.25	\$ 2,434.00	
3.35	666 2002			Refl Pav Mrk Ty I (W) 4" (BRK)(090MIL)	LF	2,210.00	\$ 2,210.00	\$ 0.35	\$ 773.50	\$ 0.35	\$ 773.50	\$ 0.33	\$ 729.30	\$ 0.50	\$ 1,105.00	\$ 0.32	\$ 707.20	\$ 0.40	\$ 884.00	\$ 0.32	\$ 707.20	\$ 0.32	\$ 707.20	
3.36	666 2011			Refl Pav Mrk Ty I (W) 4" (SLD)(090MIL)	LF	854.00	\$ 854.00	\$ 0.35	\$ 298.90	\$ 0.35	\$ 298.90	\$ 0.33	\$ 281.82	\$ 0.50	\$ 427.00	\$ 0.32	\$ 273.28	\$ 0.40	\$ 341.60	\$ 0.32	\$ 273.28	\$ 0.32	\$ 273.28	
3.37	666 2035			Refl Pav Mrk Ty I (W) 8" (SLD)(090MIL)	LF	9,582.00	\$ 9,582.00	\$ 0.70	\$ 6,707.40	\$ 0.70	\$ 6,707.40	\$ 0.66	\$ 6,324.12	\$ 0.75	\$ 7,186.50	\$ 0.65	\$ 6,228.30	\$ 0.70	\$ 6,707.40	\$ 0.64	\$ 6,132.48	\$ 0.64	\$ 6,132.48	
3.38	666 2041			Refl Pav Mrk Ty I (W) 12" (SLD)(090MIL)	LF	575.00	\$ 575.00	\$ 2.30	\$ 1,322.50	\$ 3.30	\$ 1,897.50	\$ 2.75	\$ 1,581.25	\$ 3.00	\$ 1,725.00	\$ 2.79	\$ 1,604.25	\$ 2.50	\$ 1,437.50	\$ 2.75	\$ 1,581.25	\$ 2.75	\$ 1,581.25	
3.39	666 2047			Refl Pav Mrk Ty I (W) 24" (SLD)(090MIL)	LF	64.00	\$ 64.00	\$ 4.00	\$ 256.00	\$ 6.00	\$ 384.00	\$ 5.75	\$ 368.00	\$ 4.50	\$ 288.00	\$ 5.58	\$ 357.12	\$ 4.40	\$ 281.60	\$ 5.50	\$ 352.00	\$ 5.50	\$ 352.00	
3.40	666 2053			Refl Pav Mrk Ty I (W) (Arrow) (090MIL)	EA	16.00	\$ 16.00	\$ 90.00	\$ 1,440.00	\$ 90.00	\$ 1,440.00	\$ 80.00	\$ 1,280.00	\$ 100.00	\$ 1,600.00	\$ 81.22	\$ 1,299.52	\$ 93.00	\$ 1,488.00	\$ 80.00	\$ 1,280.00	\$ 80.00		

Bid Item	Spec. No. / Desc. Code	S.P. No	S.S. No.	Description	Unit	QTY	Engineer's Estimate		Cash Constr		RGM		TX Sterling		Yantis		Capital		Lewis		Ballenger		Joe Bland	
							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
4.30	666-2110			Refl Pav Mrk Ty 1 (Y) (4") (SLD) (090 Mil)	LF	4700			\$ 0.35	\$ 1,645.00	\$ 0.35	\$ 1,645.00	\$ 0.33	\$ 1,551.00	\$ 0.50	\$ 2,350.00	\$ 0.32	\$ 1,504.00	\$ 0.40	\$ 1,880.00	\$ 0.32	\$ 1,504.00	\$ 1.00	\$ 4,700.00
4.31			SS-03	Geogrid Base Reinforcement	SY	7000			\$ 3.50	\$ 24,500.00	\$ 3.00	\$ 21,000.00	\$ 3.50	\$ 24,500.00	\$ 3.00	\$ 21,000.00	\$ 3.50	\$ 24,500.00	\$ 3.90	\$ 27,300.00	\$ 1.91	\$ 13,370.00	\$ 4.26	\$ 29,820.00
4.32			SS-1381 A	Pre- and Post- Construction Video of Site	LS	1			\$ 8,000.00	\$ 8,000.00	\$ 1,800.00	\$ 1,800.00	\$ 1,500.00	\$ 1,500.00	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 1,650.00	\$ 1,650.00	\$ 981.74	\$ 981.74	\$ 1,700.00	\$ 1,700.00
Add Alt 4 Bid Total																								
									\$330,924.00		\$397,661.00		\$418,115.00		\$266,447.50		\$385,588.23		\$359,811.90		\$340,753.39		\$629,259.69	

EXHIBIT “E”
Interlocal Agreements

**Thaxton Low Water Crossing
Interlocal Agreement**

MCKINNEY FALLS PARKWAY & THAXTON ROAD LOW WATER CROSSING
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 County intends to construct an extension of McKinney Falls Parkway from William Cannon Drive to Thaxton Road (the "County Project"); and

WHEREAS, part of the extension of McKinney Falls Parkway is inside the City's corporate limits; and

WHEREAS, the City desires to upgrade the undersized low water crossing on Thaxton road adjacent to the County Project (the "Low Water Crossing"); and

WHEREAS, the Low Water Crossing will provide access to and from incorporated areas of the City of Austin, as depicted in attached Exhibit "A", and will preserve and protect the public health and safety of the citizens of Austin, Texas; and

WHEREAS, the Parties desire to cooperate in the development of the combined Low Water Crossing and County Projects, hereinafter collectively referred to as the "Project"; 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's 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's 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.

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TRAVIS COUNTY CLERK

- (c) The Director of the City's Watershed Protection and Development Review Department 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 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. The City's Director will act as a single point of contact for the City and will coordinate with the City's Public Works Director with respect to the portion of the Project located within the City. The Public Works Director will designate an additional City Project Manager and may designate other representatives to transmit instructions and act on behalf of the City with respect to the portion of the Project located within the City.

- (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 right-of-way and easement acquisition, (iv) the construction, (v) the inspection and testing and any required permitting and environmental assessments and clearances associated with the Project, and (vi) to the extent provided by this Agreement, 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), unless otherwise agreed by the Parties. The plans and specifications will include the scope of design set forth in attached Exhibit "A". 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 and will have the County and the City named as an additional insured 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 and drainage 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 County 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 overseeing the solicitation of bids for the construction of the Project based on the approved plans and specifications. Bids shall be solicited by means of a competitive process and in accordance with the County's minority and women-owned businesses policy. Bid items for the Low Water Crossing will be included in the bid documents for the Project as an additive, alternate set of bid items, and each contractor submitting a bid on the Project will be required to include with the bid those costs, itemized by line item number, attributable to the Low Water Crossing and the Project. The County will notify the City of the lowest responsible bidder and the amount of the bid for the Project and for the Low Water Crossing to be funded by the City and the City shall within seven (7) working days indicate to the County whether the City elects

to accept the amount of the additive, alternate bid and proceed with construction of the Low Water Crossing. If the City elects not to proceed, this Agreement shall terminate and the County shall refund any unexpended City funds to the City. Upon written agreement of the City to proceed, the County will approve a firm unit-price or lump sum 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 at the one hundred percent (100%) design complete stages for the City's review and approval;
- (b) written responses to the City's initial plan review comments within 14 working days of receipt from the City;
- (c) written notice of the schedule for design and the advertisement for bids, award of contract, and construction of the Project;
- (d) written notice of the bid tabs for the Project;
- (e) written copy of all contracts affecting the Project;
- (f) 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;
- (g) executed change orders, jointly approved by the City and the County, related to the Low Water Crossing and the portion of the Project located within the City;
- (h) sufficient notice, documentation and opportunity for the City to review and jointly approve the construction contractor's application for final payment;
- (i) a copy of any change order request related to the Low Water Crossing and the portion of the Project located within the City within two (2) working days of its receipt by the County, by delivery to the appropriate City Project Manager for review and approval; and
- (j) upon satisfactory completion of construction and any applicable warranty or construction performance period, the County will accept the portion of the Project, which is located within the County, and furnish the City a copy of the record drawings of the Project for the City's records.

5. Management Duties of the City. The City hereby covenants and agrees to:
- (a) review and approve the submitted plans and specifications by providing any initial comments within 14 working days of submittal, review and approve the County's responses to those initial comments within seven (7) working days, and work in good faith to resolve any outstanding issues;
 - (b) expeditiously review any applicable permit applications and work in good faith to resolve any outstanding issues;
 - (c) review any change order proposal for the Low Water Crossing and the portion of the Project located within the City 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;
 - (d) perform independent inspection and testing on the Low Water Crossing and the portion of the Project located within the City 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 any joint final inspection of the completed Low Water Crossing and the portion of the Project located within the City with the County; 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;
 - (e) coordinate with the City and County Project Managers, as reasonable and necessary;
 - (f) immediately report any deficiencies observed in the construction of the Project in writing to the County's Project Manager;
 - (g) review and jointly approve the construction contractor's application for final payment ;
 - (h) attend meetings at the request of the County's Project Manager; and
 - (i) 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.

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) The County agrees to pay all costs of the County Project. The County agrees to pay the costs of the Low Water Crossing up to an amount equal to, and in lieu of payment to the City of, the \$158,846.38 Regional Stormwater Management Program participation fee for the County Project ("RSMP Fee").

 - (b) The City agrees to pay all costs for the Low Water Crossing in excess of the RSMP fee (the "City Cost Share"), including the cost of surveying, design, construction, inspection, testing, and the cost of any change orders made necessary by field changes to address unanticipated conditions, but excluding the County's internal project management costs. The City will make an initial payment of \$191,017.91 to the County for engineering design and construction phase services for the Low Water Crossing within 30 days of the full execution of this Agreement. If the City elects to proceed with construction of the Low Water Crossing, the City shall pay the estimated remaining portion of the City Cost Share through an escrow account with Travis County within 30 days of the County's notification to the City of the of the successful bidder and the bid amount , unless otherwise agreed to by the City and the County in writing. If the City does not elect to proceed with construction of the Low Water Crossing, either (i) the County shall pay the City the RSMP Fee less any costs attributable to the Low Water Crossing that the County has incurred but that have not been reimbursed by the City, or (ii) in the event the costs attributable to the Low Water Crossing that the County has incurred are in excess of the RSMP Fee, the City shall pay the County such excess amount.

 - (c) The County shall obtain the written approval of the City for all change orders affecting the design and construction of the Low Water Crossing and the portion of the Project located within the City prior to the County issuing the approved change order to the contractor, such approval not to be unreasonably withheld or delayed. The sole basis for City denial of a change order for the portion of the Project within the City shall be that it would cause the Project to violate the standards in Section 2(b) that were

in effect at the time the original plans and specifications for the Project were approved under Section 2(d). 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.

- (d) For any such construction change orders, which are the responsibility of the City, as described above, and which cause the actual costs of design and construction of the Low Water Crossing to exceed the cumulative amount the City has paid to the County under Subsection (b), the City shall make additional funds available to the County within 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 and the City's Inspector and Project Manager.
- (e) The City agrees to pay liquidated damages, delay damages, de-mobilization costs, re-mobilization costs, and any other associated costs incurred by the County under its construction contract for the Improvements by reason of the non-payment of any change order for the construction of a portion of the Improvements which is the responsibility of the City and which has not been paid within 90 days of the date of submittal by the County.
- (f) The County shall promptly notify the City of any such claim for damages by the construction contractor and the County and the City shall negotiate with the construction contractor 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.
- (g) 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.
- (h) 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.

- (i) The County Treasurer shall timely pay submitted invoices for the Project. The invoices for the Project will be paid on the basis of work completed in accordance with the approved plans and specifications.

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: ASSISTANT CITY MANAGER
Authorized Representative

Date: JUNE 7, 2007

Approved as to Form:


Assistant City Attorney

TRAVIS COUNTY, TEXAS

By: *Samuel T. Biscoe*
Samuel T. Biscoe, County Judge

Date: 5-1-07

Location Map for Thaxton Low Water Crossing and Proposed County Roadway Project

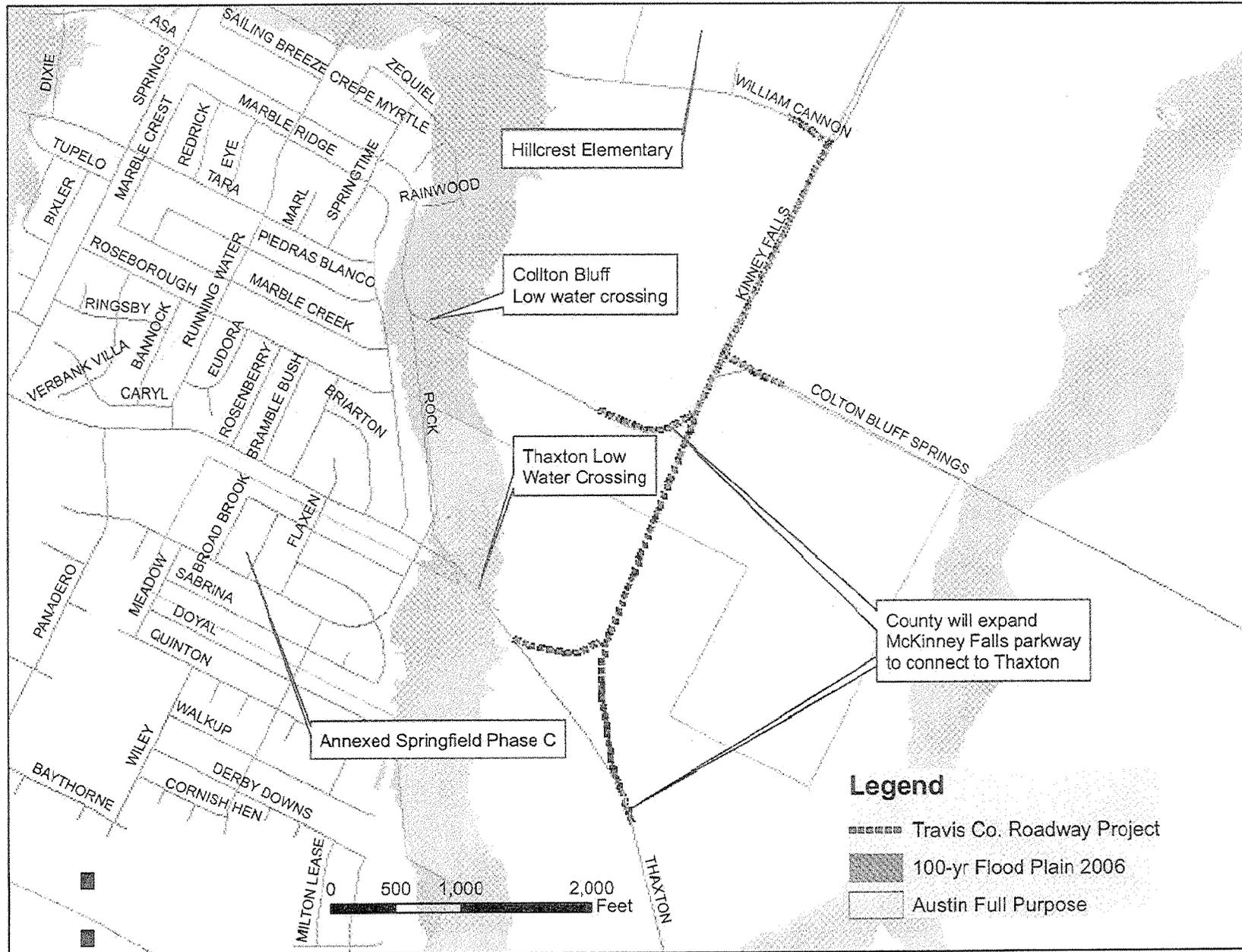


Exhibit "A"

**Amendment to
Interlocal Agreement**

COPY 23

AMENDMENT TO MCKINNEY FALLS PARKWAY & THAXTON ROAD
LOW WATER CROSSING IMPROVEMENTS
INTERLOCAL COOPERATION AGREEMENT
CITY OF AUSTIN AND TRAVIS COUNTY

This 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 County intends to construct certain roadway and drainage improvements to a portion of McKinney Falls Parkway between William Cannon Drive and Thaxton Road (the "County Project"); and

WHEREAS, the Parties are cooperating in the development and construction of the County Project and the City's Low Water Crossing under a separate Interlocal Agreement, dated June 7, 2007 (the "2007 Interlocal"); and

WHEREAS, in addition to the improvements described in the 2007 Interlocal, the City presently desires to provide for construction of a 48-inch water transmission main part of which is within the County Project's limits and right-of-way (the "City Water Line Project"); and

WHEREAS, the Parties desire to cooperate in the development of the combined County Project, City's Low Water Crossing, and the City's 48" water line; hereinafter collectively referred to as the "Combined Project;" 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 manage the construction of the Combined Project, as set forth herein and as described in **Exhibits A and B**. The Public Works Director of the Travis County Transportation and Natural Resources Department (the "County Director") will act on behalf of the County with respect to the Combined 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 Combined Projects. The County Director will designate a Project Manager and may designate other representatives to transmit instructions and act on behalf of the County with respect to the Combined Project.
- (b) The City will manage the development and, to the extent set forth herein, the construction of the City Water Line Project as set forth herein and

described in **Exhibit B**. The Austin Water Utility Director of the City (the "City's Director") will act on behalf of the City with respect to the City Water Line Project, coordinate with the County, receive and transmit information and instructions, and will have complete authority to interpret and define the City's policies and decisions with respect to the City Water Line Project. The City's Director may designate a City Water Line Project Manager and may designate other representatives to transmit instructions and act on behalf of the City with respect to the City Water Line Project .

- (c) The City's Director will act as a single point of contact for the City and will coordinate with the City's Public Works Director with respect to the portion of the Project located within the City.
- (d) If a disagreement between City and County arises on the City Water Line Project 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 Water Line Project Manager and the County Project Manager, it shall be referred as soon as possible to the City's Director and the County's Public Works 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) With the exception of the engineering, construction inspection and performance testing of the City Water Line Project, the County will be responsible for the construction material testing and construction of the City Water Line Project.
- (b) The City will be responsible for the development of the engineering design, plans and specifications and construction inspection, and performance testing for the City Water Line Project. The plans and specifications for the City Water Line Project shall be in accordance with the design and construction standards of the City.
- (c) The City will be responsible for any required modifications to the engineering design, plans, and specifications for the City Water Line Project, during the development and construction of the Combined Project.
- (d) The City will ensure that its design engineer provides professional liability, automobile liability, and general liability insurance in accordance with the standard requirements of the City for such projects, during the

term of the design and construction of the City Water Line Project and will have the County named as an additional insured with respect to general liability and automobile liability coverage.

- (e) The City and, to the extent set forth herein, the County will be responsible for the review and approval of the engineering design, plans and specifications and for construction inspection and testing for the City Water Line Project. In addition, the City and, to the extent set forth herein, the County will be responsible for the review and approval of any modifications to the engineering design, plans, and specifications for the City Water Line Project, during the development and construction of the City Water Line Project.
- (f) A City permit and associated fees shall be required only for the part of the City Water Line Project located within the City's full purpose corporate limits. The permit 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 and drainage 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 City Water Line Project.
- (g) A County permit and associated fees shall be required only for the part of the City Water Line Project outside the City's full purpose corporate limits. The permit application review process fee requirement that the County will apply to the City Water Line Project shall be a base process fee plus a percentage of only those construction costs associated with traffic control plans and siltation/erosion control improvements.
- (h) The County will provide evidence of payment for by the County Treasurer of all submitted invoices for the City Water Line Project which has been approved as required by this Agreement when the City Water Line Project is completed.
- (i) The County shall require the contractor to immediately take any appropriate remedial action to correct any deficiencies in the City Water Line Project identified by the City during construction or during any applicable warranty period.
- (j) 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.

3. Project Integration; Design, Bidding, & Award of Construction Contract.

- (a) Upon approval and execution of this Interlocal Agreement by both the County and the City, the County shall modify its contract with its engineering consulting firm for the County's Project to include the integration of the City Water Line Project's engineering design and construction documents ("PS&E") into the Combined Project at the City's cost. The fee for the professional services required to integrate the PS&E into the Combined Project's documents is a not to exceed amount of \$50,000.00. The engineering fee proposal and scope of services is set forth in **Exhibit C**, which is attached hereto. The County shall submit any proposed revisions to the PS&E to the City for its review and approval.
- (b) Bid items for the City's Water Line Project will be included in the bid documents for the Combined Project, as an additive, alternate set of bid items, and each contractor submitting a bid on the Combined Project will be required to include within the bid those costs, itemized by line item number, attributable to the City's Water Line Project. The County will solicit bids for the construction of the Combined Project based on the combined plans and specifications and in accordance with applicable state and local bidding laws, practices, and procedures and in accordance with the County's HUB policy. The County will notify the City of the lowest responsible bid and the amount of the bid component for the City Water Line Project. The funds for the construction of the City Water Line Project shall be placed into escrow within twenty-one (21) calendar days following notification by the County of the successful bidder and the bid amount. The County will then enter into a firm unit-price contract with the successful bidder.

4. Management Duties of the County. In addition to its duties under the 2007 Interlocal, the County hereby covenants and agrees to provide to the City:

- (a) written notice of the proposed schedule for integration of the PS&E into the Combined Project documents and the advertisement for bids, award of contract, and construction of the Combined Project;
- (b) upon completion of bidding, the County will furnish the City a copy of the Combined Project's plans and specifications for the City's records;
- (c) written copy of all contracts affecting the Combined Project;
- (d) a monthly itemized statement of all disbursements made and debts incurred during the preceding month relating to the City Water Line Project; including copies of invoices, statements, vouchers, or any other evidence of payment of debt;
- (e) executed change orders, jointly approved by the City and the County, related to the City Water Line Project;

- (f) a copy of any change order request related to the City's Water Line Project within two (2) working days of its receipt by the County, to the City's Project Manager for review and approval;
- (g) two (2) working days notice of documentation and opportunity for the City to review and jointly approve the construction contractor's applications for progress and final payments; and
- (h) upon satisfactory completion of construction and any applicable warranty or construction performance period, the County will accept the portion of the County Project, which is located within the County, and furnish the City a copy of the record as-built drawings of the Combined Project for the City's records.

5. Management Duties of the City. In addition to its duties under the 2007 Interlocal, the City hereby covenants and agrees to:

- (a) submit to County for review and approval the City Water Line Project's PS&E on or before May 15th, 2009, which date may be reasonably extended by the Parties;
- (b) review and address the County's initial review comments within five (5) working days, and work in good faith to resolve any outstanding issues;
- (c) expeditiously review any applicable permit applications and work in good faith to resolve any outstanding issues;
- (d) review any change order proposal for the City Water Line Project and return the change order request to the County within three (3) working days of its receipt by the City's Project Manager, with a written recommendation for its disposition; respond to requests for information within two (2) working days and requests for approval of shop drawings within five (5) working days;
- (e) perform independent inspection and performance testing on the City Water Line Project in coordination with the County's inspectors and as agreed to by the County and City Water Line Project Managers, and in a timely manner; and in connection therewith, the City will designate inspectors to make any such inspections, including any joint final inspection of the completed City Water Line Project; 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;

- (f) coordinate with the City and County Project Managers, as reasonable and necessary;
 - (g) immediately report any deficiencies observed in the construction of the City Water Line Project in writing to the County's Project Manager;
 - (h) review and jointly approve the construction contractor's application for progress and final payments;
 - (i) attend meetings at the request of the County's Project Manager; and
 - (j) upon substantial completion of the City Water Line Project, the City will conditionally accept the City Water Line Project and will finally accept the City Water Line Project upon completion of any applicable warranty or construction performance period.
 - (k) The City shall be responsible for acquiring all right-of-way and Easements need for any construction related to the City's Project that is outside the County's right-of-way and easements.
6. Bond and Guarantee. All construction contracts affecting the Combined 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 Combined Project by the Parties. The Parties shall be named as co-obligees on the payment and performance bond.
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 arising out of or connected to this Agreement. In addition, the construction contractor shall be required to provide workers compensation insurance and general liability insurance acceptable to the County and the City. The City shall be included as an additional insured on the above-referenced insurance policy and a waiver of subrogation will be provided on the auto liability, general liability, and workers compensation coverage.
8. Financial Obligations.
- (a) The City agrees to pay all costs for the City Water Line Project, including the cost of surveying, design, integration of the PS&E into the Combined Project Contract Documents, construction, inspection, testing, preparation of as-built drawings, 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 project integration and construction costs through an escrow account with Travis County at an

amount equal to the cost of the design plus the construction bid amount and material testing costs, unless otherwise agreed to by the City and the County in writing. This amount is currently estimated at \$4,100,000.

- (b) The City shall place the City's funds into an approved County construction escrow account for the City Water Line Project within twenty-one (21) calendar days of notification to the City by the County, as described below:
 - (i) The proposed project integration fees for the City Water Line Project shall be placed into escrow within twenty-one (21) calendar days following the execution of this Agreement.
 - (ii) The funds for the construction of the City Water Line Project shall be placed into escrow within twenty-one (21) calendar days following notification by the County of the successful bidder and the bid amount.
- (c) The County shall obtain the written approval of the City for all change orders affecting the construction of the City Water Line 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 City Water Line Project before approval by the County.
- (d) For construction change orders, which are the responsibility of the City, as described above, and which cause the actual costs of construction of the City Water Line Project to exceed the cumulative amount the City has paid to the County under Subsection (a), the City shall make additional funds available to the County 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 and the City's Inspector and Project Manager.
- (e) The City agrees to pay liquidated damages, delay damages, demobilization costs, re-mobilization costs, and any other associated costs incurred by the County under its construction contract for the improvements by reason associated with the City's Project or of the non-payment of any change order for the construction of the City Water Line Project which is the responsibility of the City and which has not been paid within ninety (90) days of the date of submittal by the County.
- (f) The County shall promptly notify the City of any such claim for damages by the construction contractor and the County and the City shall negotiate with the construction contractor 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.

- (g) 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.
- (h) 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, Tex. Rev. Civ. Stat. Ann. Art. 842-A, and 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 final acceptance of the City Water Line 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.
- (i) The County Treasurer shall timely pay submitted invoices for the City Water Line Project which has 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.

9. City Inspection and Testing.

The City shall be responsible for the inspection of the City Water Line Project and all performance testing of the construction of the City Water Line Project and for the final acceptance of the City Water Line Project. The City shall designate inspectors to make interim and final inspections of the City Water Line Project. The City's inspectors shall coordinate with the City and County Project Managers, the County's inspectors, and the construction contractor, as reasonable and necessary, in making inspection(s). Any deficiencies in the construction of the City Water Line Project identified by the City shall be immediately reported to the County inspector who shall bring that to the attention of the contractor and the County's Project Manager for correction within an agreed time period. In the event that the agreed corrective action does not take place within the agreed time period, the City inspector shall report in writing to the County's Project Manager and the contractor with an additional written notice to the County's Public Works Director to be deposited in the U.S. Mail within two (2) days after the agreed correction date of any such deficiencies. The County's Public Works Director

shall require the contractor to immediately take any appropriate remedial action to correct any deficiencies identified by the City.

10. 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: Greg Meszaros
City of Austin
Austin Water Utility
625 E. 10th Street
Austin, Texas 78701

WITH A COPY TO: Gordon Bowman
Assistant City Attorney
City of Austin Law Department
114 W. 7th 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
Attn: File No. 163.903

(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.
- (e) Effective Date. This Agreement takes effect upon the last date of due execution of the Agreement by the County and the City, and will renew from year to year until completion of the Combined Project, unless terminated earlier.
- (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

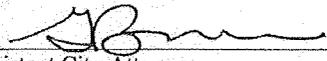
By: 

Name: Robert D. Goode

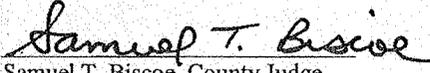
Title: Assistant City Manager
Authorized Representative

Date: 6/8/09

Approved as to Form:


Assistant City Attorney

TRAVIS COUNTY, TEXAS

By: 
Samuel T. Biscoe, County Judge

Date: 6-16-09

EXHIBIT A

COUNTY'S PROJECT

The McKinney Falls Parkway Improvements Project Scope:

The McKinney Falls Parkway improvement Project is located in the Southeast sector of Travis County in Precinct 4. The project limits are from William Cannon Drive to Thaxton Road. This section of McKinney Falls Parkway is designated as a MAD-4 arterial in the CAMPO Plan. This first phase will provide for construction of the western half of the MAD-4 cross-section. The proposed improvements will include roadway widening with sidewalks, bicycle lanes, subsurface storm sewer system, and associated utility relocations.

EXHIBIT B

CITY'S PROJECT

Water Transmission Main Project Scope:

The project limits are from the McKinney Falls Parkway right-of-way at William Cannon Drive along the eastern right-of-way line of the proposed extension of McKinney Falls Parkway to the existing Thaxton Road, continuing along the future right-of-way line of the McKinney Falls Parkway extension to the future intersection with East Slaughter Lane.

The new 48-inch water transmission main, originating at a proposed pump station located in the Pilot Knob reservoir property, will enter the McKinney Falls Parkway right-of-way at William Cannon Drive. The pipeline will follow the east right-of-way line southerly to the projects limits where the roadway will tie into the existing Thaxton Road. The line will follow the future right-of-way line of the McKinney Falls Parkway extension to the future intersection with East Slaughter Lane. The line will turn west within the East Slaughter Lane right-of-way to serve points west and south along a meandering route that takes it all the way to SH45 and west of IH35. From there, the line will travel north along the west side of IH35 until it ties back in to the existing water system at West Slaughter Lane.

EXHIBIT C

PROJECT INTEGRATION COSTS



4030 West Braker Lane, Ste 450
Austin, Texas 78759
(512) 252-8184
Fax (512) 252-8141

June 4, 2009

AVO: 22898

Mr. Chiddi N'Jie, P.E.
Travis County – Planning & Engineering Services
411 West 13th Street, 9th Floor
Austin, TX 78767

RE: McKinney Falls Parkway Roadway – City 48" Water Main Plan Integration
Professional Services Proposal

Dear Chiddi:

It is our understanding that Travis County and the City of Austin have entered into an agreement that incorporates a proposed City 48-inch water main into the McKinney Falls Parkway Roadway Improvement plans prepared by Halff Associates for Travis County. This scope of services is provided at the request of the City to coordinate and modify McKinney Falls Roadway plans (all phases). The attached scope (Attachment "A") includes a detailed description of the engineering services needed to modify both Phase I and Phase II plans, as well as general coordination and meetings.

Attachment "B" includes items which are not included in this proposal, but can be provided by Halff Associates as a supplemental agreement, if needed. Halff proposes an 'Hourly Not-to-Exceed Fee' and is shown under Attachment "A".

If you have any questions regarding this proposal, please do not hesitate to call me. Thank you.

Sincerely,

HALFF ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read "Shawn M. Bertram".

Shawn M. Bertram, P.E.
Project Manager

AUSTIN • DALLAS • FORT WORTH • HOUSTON • McALLEN • FRISCO • SAN ANTONIO

TRANSPORTATION • WATER RESOURCES • LAND DEVELOPMENT • MUNICIPAL • ENVIRONMENTAL • STRUCTURAL
MECHANICAL • ELECTRICAL • SURVEYING • GEOGRAPHIC INFORMATION SYSTEMS
ARCHITECTURE • LANDSCAPE ARCHITECTURE • PLANNING

ATTACHMENT "A"

**PROPOSED SCOPE OF SERVICES
for
McKINNEY FALLS PARKWAY ROADWAY IMPROVEMENTS
CITY 48-INCH WATER MAIN PLAN INTEGRATION
TRAVIS COUNTY, TEXAS**

PURPOSE

The purpose of this Proposed Scope of Services is to delineate the professional services that Halff Associates, Inc. (Engineer) will provide to Travis County (County) for the modification of McKinney Falls Parkway Roadway Improvement plans to incorporate a City of Austin (City) water main.

PROJECT DESCRIPTION

The McKinney Falls Parkway Roadway Improvement project limits begin at East William Cannon Road and terminate approximately 7,000 feet south on Thaxton Road. The proposed modifications to the McKinney Falls roadway plans developed by Halff Associates will include both Phase I and Phase II. It is assumed that the 48-inch water main plans prepared by KBR on behalf of the City will remain a separate document. This document will be included as part of the McKinney Falls Phase I plans as an Add Alternate. The proposed improvements will be developed under the following Tasks:

- Task 1:** Project Development
- Task 2:** Coordination & Meetings
- Task 3:** McKinney Falls – Phase I Plan Modifications
- Task 4:** McKinney Falls – Phase II Plan Modifications
- Task 5:** Construction Administration Support

Schedule: Upon receipt of a Notice to Proceed (NTP), Halff can begin and complete the plan modifications (Tasks 3 and 4) in four (4) weeks.

TASK 1: PROJECT DEVELOPMENT

This task includes the initial effort by Halff Associates, Inc. to establish the water main integration. Items include attending A/E consultant meetings, evaluation of plan integration and subsequent correspondence by phone and email, review of KBR water main plans, and support related to utility assignments.

TASK 2: COORDINATION & MEETINGS

2.1 Coordination

This task includes the general coordination for plan integration. This is expected to entail conference calls, emails, file transfers and other miscellaneous items related to the project. This task also includes review of plans developed by KBR needed to achieve final plans. This effort is provided on an hourly budgetary basis. If more coordination is required based on requests by the City, Halff reserves the right to negotiate a supplemental agreement.

2.2 Meetings

This task includes preparing for and attending meetings related to the plan integration. Since these meetings are undetermined at this point, we have budgeted for five (5) meetings. This task includes preparation of meeting minutes. Any additional meetings that will require Halff to attend may be provided under a separate supplemental agreement to this contract.

TASK 3: MCKINNEY FALLS – PHASE I PLAN MODIFICATIONS

3.1 Plan Modification

This task includes modifications of sealed McKinney Falls Parkway Roadway Improvements – Phase I plans to incorporate the 48-inch water main. The integration of the water main is expected to affect general front end sheets, traffic control, erosion control, and roadway/drainage plan and profiles. A breakdown of sheets to be modified with descriptions is shown under Attachment “D”. No other plan sheets are proposed to be changed but can be provided under a separate supplemental agreement.

3.2 Project Manual

This task includes modifications of McKinney Falls Parkway Roadway Improvements – Phase I project manual to accommodate the waterline bid items as a set of add alternate items with incorporation of waterline construction specification documents.

TASK 4: MCKINNEY FALLS – PHASE II PLAN MODIFICATIONS

This task includes modifications of 100% McKinney Falls Parkway Roadway Improvements – Phase II plans to incorporate the 48-inch water main. Since Phase II will be constructed at a later date, the water main will be an existing condition once construction commences. Given the size of the main and the likelihood of appurtenance modifications required due to Phase II grading, the water main must be shown in the roadway plans. The integration of the water main is expected to affect title sheet, typical sections, roadway/drainage plan and profiles, and cross sections. A breakdown of sheets to be modified with descriptions is shown under Attachment “D”. No other plan sheets are proposed to be changed but can be provided under a separate supplemental agreement.

This task assumes that the water main DGN linework will be provided to Halff by KBR in MicroStation v8 for integration into the plans. This task does not provide integration of water main as-builts. In the Phase II modifications, Halff will notate that the contractor verify waterline location and elevations based on as-builts prepared by others for the City.

TASK 5: CONSTRUCTION ADMINISTRATION

Items described under this task assume that bid and construction issues are related to the water main either directly or indirectly as they are associated to the roadway. Construction support is provided based on an hourly budgetary basis (excluding meetings identified). If more construction support is required based on issues with the City's waterline, Halff reserves the right to negotiate a supplemental agreement.

5.1 Bid Phase

1. Attend pre-bid meeting and prepare meeting notes. This shall include all questions and responses, and must be submitted as a Microsoft Word document.
2. Engineer will provide assistance to County in responding to questions from contractors and prepare contract addenda as necessary.
3. Engineer will provide a bid tabulation and evaluation of bids received from contractors along with a written recommendation for 'lowest responsive bidder'.

5.2 Construction Support Services

1. Attend the pre-construction meeting as well as site meetings during construction. (One consultant representative will attend up to 4 meetings at 4 hours per meeting. Preparation and follow up for each site visit is included for 2 hours per meeting).
2. Coordinate approval of shop drawing submittals with KBR.
3. Review and coordinate response to design clarifications with KBR.

PROPOSED FEE SUMMARY
for
McKINNEY FALLS PARKWAY ROADWAY IMPROVEMENTS
CITY 48-INCH WATER MAIN PLAN INTEGRATION
TRAVIS COUNTY, TEXAS

<u>Basic Fee</u>	
I. Task 1 – Project Development	\$4,375.00
II. Task 2 – Coordination & Meetings	
2.1 Coordination	\$4,840.00
2.2 Meetings	\$3,000.00
Subtotal Task 2	\$7,840.00
III. Task 3 – McKinney Falls – Phase I Plan Modifications	
3.1 Plan Modifications	\$7,400.00
3.2 Project Manual	\$1,500.00
Subtotal Task 3	\$8,900.00
IV. Task 4 – McKinney Falls – Phase II Plan Modifications	\$14,800.00
V. Task 5 – Construction Administration Support	
5.1 Bid Phase	\$1,000.00
5.2 Construction Support	\$9,400.00
Subtotal Task 5	\$10,400.00
<hr/>	
Basic Fee Subtotal	\$46,315.00
Reimbursables	<u>\$1,000.00</u>
GRAND TOTAL	\$47,315.00

The fees for Items I, II, III, and IV, established above, shall be considered an 'Hourly Not-to-Exceed Fee' unless otherwise noted. Our services will be billed hourly based on rates established in Attachment "C". A labor breakdown has been provided with estimated hours in Attachment "E". The billing schedule for invoices will be monthly and will be accompanied by a progress report. Reimbursables such as copies and printing will be included in the applicable task and will be charged out a 1.1 times the cost. Costs incurred on the project will be carefully monitored and the fees will not be exceeded without prior approval from the County and City.

ATTACHMENT "B"

ITEMS NOT INCLUDED IN PROPOSAL

1. Analyzing or simulating water supply networks
2. Design of public and franchised utility adjustments (beyond tasks identified above)
3. Public Involvement
4. Property acquisition or negotiations
5. Survey or SUE services
6. Filing fees, permit fees
7. Construction staking
8. Quality control and material testing services during construction
9. Reviewing and evaluating alternate designs proposed by contractor
10. Any Permits (City or other agency)
11. Review of Engineers certificates. The Design Professional shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgment of the Design Professional, increase the Design Professional's risk or the availability or cost of his or her professional or general liability insurance

Any additional services required beyond those specifically identified in this proposal are beyond the scope of services to be provided under this proposal. Any required additional services will be separately identified and negotiated and such additional scope and commensurate fee will be executed/authorized under a supplemental agreement to this proposal/contract

ATTACHMENT "C"

HOURLY RATES

Principal	\$180
Project Manager	\$150
Project Engineer	\$125
Engineer-in-Training	\$90
CADD Technician	\$70
Clerical	\$60

ATTACHMENT "D"

PLAN SHEETS MODIFICATION LISTING AND DESCRIPTION

TRAVIS COUNTY - MCKINNEY FALLS PARKWAY ROAD IMPROVEMENT PROJECT

**City of Austin - 48" Water Main
City/County Plan Modifications**

Owner: Travis County
 Engineer: Halff Associates, Inc.
 McKinney Falls Parkway Road
 Improvements - Phase I

Date: May 19, 2009

Prepared By: Halff

Comment Number	Sheet Number	Sheet Title	Plan Modification
1	1	Title Sheet	Add 'Volume 1 of 3'
2	3	Project Layout	Add callouts for 'Add Alt 3' and show extended waterline limits
3	6	Typical Sections	Show waterline and label in McKinney Falls typical sections
4	7	Traffic Control - Phase A Overall	Modify limits of construction/signage and reference waterline
5	8	Traffic Control - Phase A	Add callouts for 'Add Alt 3' and reference waterline traffic control
6	13	Traffic Control - Phase B Overall	Add callouts for 'Add Alt 3' and reference waterline traffic control
7	44	Erosion Control	Add callouts for 'Add Alt 3' and reference waterline erosion control
8	61-64	SWPPP	Modify to include waterline construction
9	70	Roadway Plan & Profile	Add callouts for 'Add Alt 3' and show extended waterline limits
10	84	Roadway Plan & Profile	Modify paving and grading to contain the open cut waterline crossing west. Very flat so grading will be difficult to drain.
11	110	Drainage Plan & Profile	Add callouts for 'Add Alt 3' and show extended waterline limits
12	117	Drainage Plan & Profile	Show waterline crossing stormline in profile with callouts
13	118	Drainage Plan & Profile	Show waterline crossing stormline in profile with callouts
14	124	Drainage Plan & Profile	Show waterline crossing stormline in profile with callouts
15	135	Drainage Plan & Profile	Show waterline crossing culvert in profile with callouts
16	136	Drainage Plan & Profile	Show waterline crossing culvert in profile with callouts
17	137	Drainage Plan & Profile	Show waterline crossing laterals in profile with callouts
18	138	Drainage Plan & Profile	Show waterline crossing laterals in profile with callouts
19	139	Detention Pond	Show waterline in driveway profile with callouts
			TOTAL SHEETS = 22



TRAVIS COUNTY - MCKINNEY FALLS PARKWAY ROAD IMPROVEMENT PROJECT

**City of Austin - 48" Water Main
City/County Plan Modifications**

Owner: Travis County
 Engineer: Halff Associates, Inc.
 McKinney Falls Parkway Road Imp
 Title: - Phase II

Date: May 19, 2009

Prepared By: Halff

Comment Number	Sheet Number	Sheet Title	Plan Modification
1	1	Title Sheet	Modify legend for 48" Water Main
2	5	Typical Sections	Show waterline and label in McKinney Falls typical sections
3	56-68	Roadway Plan & Profiles	Add waterline as existing including caution note. Show hydrants, blow off valves, etc. Add notes and callouts for adjustments. Modify sidewalk around some of the appurtenances.
4	82-90	Drainage Plan & Profiles	Add waterline as existing including caution note. Show hydrants, blow off valves, etc. Add notes and callouts.
5	119-143	Cross Sections	Show waterline in cross sections (4 per sheet) based on KBR design elevations. Add callout for 'Exist 48" City Water Main'.
			TOTAL SHEET = 49



ATTACHMENT "E"

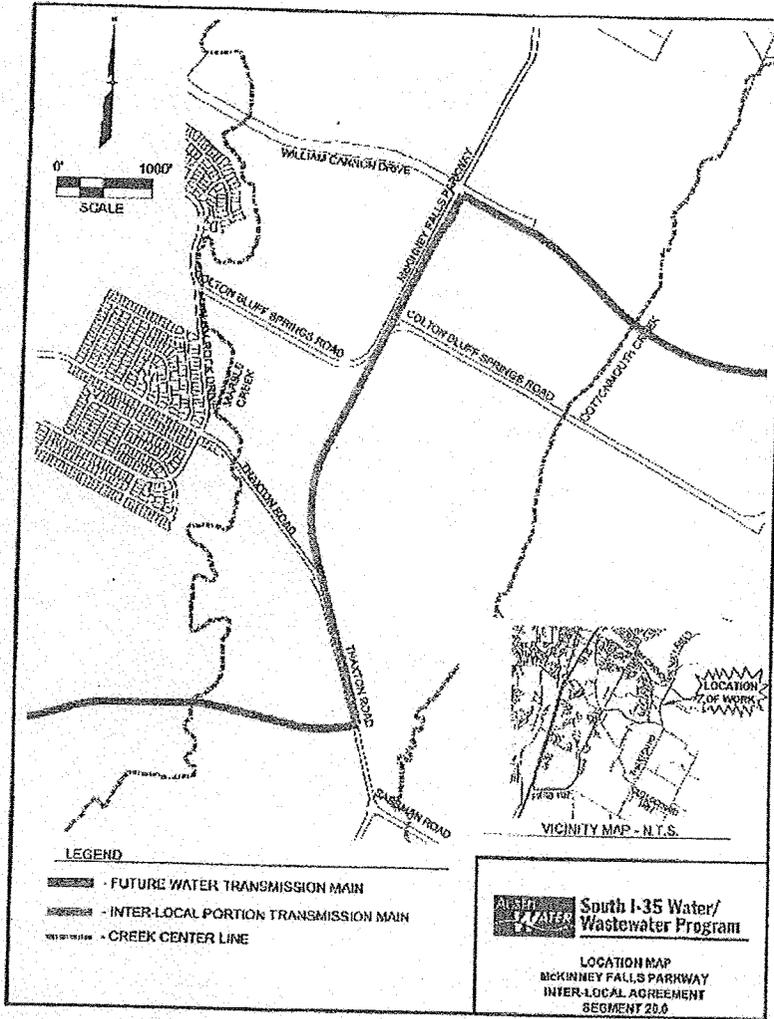
TRAVIS COUNTY - MCKINNEY FALLS PARKWAY ROAD IMPROVEMENT PROJECT

City of Austin - 48" Water Main
 Proposal Labor Breakdown

Description	Hourly Rates						Totals
	Principal	PM	PE	EIT	CADD	Admin	
	\$180	\$150	\$125	\$90	\$70	\$60	
Task 1 - Project Development			35				\$4,375
Task 2 - Coordination & Meetings			48	16	4	2	\$7,840
2.1 Coordination			24	16	4	2	\$4,840
2.2 Meetings			24				\$3,000
Task 3 - Phase I Plan Modifications			28	40	24	2	\$8,900
3.1 Plan Modifications			16	40	24	2	\$7,400
3.2 Project Manual			12				\$1,500
Task 4 - Phase II Plan Modifications			24	80	64	2	\$14,800
Task 5 - Construction Administration			72	8	8	2	\$10,400
5.1 Bid Phase			8				\$1,000
5.2 Construction Support			64	8	8	2	\$9,400
Task 1-5							
TOTAL:							\$46,315



ATTACHMENT "F"



Account Balance Inquiry

Account number : 439-4941-756.81-64
Fund : 439 U/T ROAD BONDS 1998-RB
Department : 49 TNR (TRANS & NATRL RESRC)
Division : 41 ROAD & BRIDGE MAINTENANCE
Activity basic : 75 CHARGES FOR SERVICES
Sub activity : 6 U/T ROAD BONDS 2000-RB
Element : 81 CAPITAL OUTLAY
Object : 64 PURCH SVC-INFRASTRCTR RDS

Original budget :	0	
Revised budget :	559,273	10/01/2009
Actual expenditures - current :	.00	
Actual expenditures - ytd :	2,871.00	
Unposted expenditures :	.00	
Encumbered amount :	73,585.18	
Unposted encumbrances :	.00	
Pre-encumbrance amount :	277,200.00	
Total expenditures & encumbrances:	353,656.18	63.2%
Unencumbered balance :	205,616.82	36.8

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 . . . : 468-4931-808.81-64
Fund : 468 U/T ROAD BONDS, 2004
Department : 49 TNR (TRANS & NATRL RESRC)
Division : 31 RD CAPACITY/BRIDGE REPLMT
Activity basic : 80 CAPITAL PROJECTS
Sub activity : 8 INFRA&ENV SVS (TRANS&RDS)
Element : 81 CAPITAL OUTLAY
Object : 64 PURCH SVC-INFRASTRCTR RDS

Original budget	0	
Revised budget	764,415	10/01/2009
Actual expenditures - current00	
Actual expenditures - ytd	99,838.66-	
Unposted expenditures00	
Encumbered amount	178,712.23	
Unposted encumbrances00	
Pre-encumbrance amount	22,409.00	
Total expenditures & encumbrances:	101,282.57	13.2%
Unencumbered balance	663,132.43	86.8

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

Original budget : 0
Revised budget : 4,514,309 10/01/2009
Actual expenditures - current . . : 530,698.15
Actual expenditures - ytd . . . : 178,277.38-
Unposted expenditures : .00
Encumbered amount : 1,757,037.52
Unposted encumbrances : .00
Pre-encumbrance amount : 272,377.00
Total expenditures & encumbrances: 2,381,835.29 52.8%
Unencumbered balance : 2,132,473.71 47.2

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

Original budget	0	
Revised budget	15,284,895	12/31/2009
Actual expenditures - current	796,584.19	
Actual expenditures - ytd	547,175.14-	
Unposted expenditures00	
Encumbered amount	8,152,757.76	
Unposted encumbrances	68,109.00	
Pre-encumbrance amount	3,355,829.91	
Total expenditures & encumbrances:	11,826,105.72	77.4%
Unencumbered balance	3,458,789.28	22.6

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	6,189,334	12/31/2009
Actual expenditures - current	372,415.58	
Actual expenditures - ytd	176,917.31-	
Unposted expenditures00	
Encumbered amount	2,211,119.52	
Unposted encumbrances00	
Pre-encumbrance amount	3,523,806.63	
Total expenditures & encumbrances:	5,930,424.42	95.8%
Unencumbered balance	258,909.58	4.2

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

Purchase Requisition

Number : 0000482421
 Type : 1 PURCHASE REQUISITION
 Status : AUDITOR APPROVAL
 Reason : 53933 ENCUMBER \$\$ PENDING AWARD
 By : DONNA WILLIAMS 854-7677
 Date : 9/23/09
 Vendor : 7251 CAPITAL EXCAVATION CO
 Contract nbr :
 Ship to : Z1 TNR ADMIN - 11TH FLR
 Deliver by date : 9/23/09
 Buyer :
 Fiscal year code : C C=Current year, P=Previous year, F=Future year

Type options, press Enter.

5=Display 8=Item extended description

Opt Line#	Quantity	UOM	Description
1	277200.00	DOL	TRAVIS COUNTY PORTION 1997 BOND PROGRAM SAVINGS
2	2504725.00	DOL	TRAVIS COUNTY PORTION

Total: 6784424.87

+

COMMENTS EXIST

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

F9=Print

20



TRAVIS COUNTY PURCHASING OFFICE

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

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

Approved by: _____

Cyd V. Grimes 1/11/10

Voting Session: Tuesday, January 19, 2010

REQUESTED ACTION: APPROVE CONTRACT AWARDS FOR UTILITY TRAILERS, IFB B100033-NB, TO THE FOLLOWING LOW BIDDERS:

- (A) SAN ANTONIO SOUTHWEST TRAILERS, LTD, FOR LINE ITEM 1-01
- (B) TRAILER WHEEL AND FRAME CO., FOR LINE ITEMS 1-02, 1-03, AND 1-04
- (C) VERDE INC., FOR LINE ITEM 1-05 (TNR)

Points of Contact:

Purchasing: Nancy Barchus, (512) 854-9764

Department: TNR, Joe Giesleman, Executive Manager, (512) 854-9383, Mike Joyce (512)854-4658, Christina Jensen (512) 854-7670

County Attorney (when applicable): John Hille

Other: Susan Spataro, Jose Palacios

➤ **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval to the lowest bidders by line item. Bid Comments, Special Provisions, Item # 4, Method of Award allows for the award of contracts by line item. This procurement action met the compliance requirements as outlined by the statutes and will provide substantial savings to the county.

TNR recommends award of three contracts to the low bidders for each line item. These contracts will provide for the contractors to supply utility trailers to the Transportation and Natural Resources Department.

On October 19, 2009, IFB # B100033-NB was issued through Bidsync. Five (5) bids were received on November 9, 2009. The Purchasing Office concurs with Travis County Transportation and Natural Resources recommendation to award a contract to the qualified low bidders, San Antonio Southwest Trailers, LTD., Trailer Wheel and Frame Company, and Verde Inc.

➤ **Contract Related Information:**

Award Amount: \$21,028.00

Contract Type: One Time Purchase

Contract Period: From issue of Purchase Order to remittance of invoice

➤ **Solicitation-Related Information:**

Solicitations Sent: 44

Responses Received: 5

HUB Information: NA

% 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 Requisitions in H.T.E.: 451537 and 420929

Funding Account(s): 001-4996-824-3020, 001-4996-828-3020, 506-4996-808-3020, and 001-4996-828-8020

Comments:

➤ **Statutory Verification of Funding:**

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

APPROVED ()

DISAPPROVED ()

BY COMMISSIONERS COURT ON:

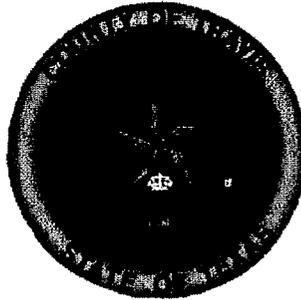
DATE

COUNTY JUDGE

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

**Bid Tabulation Packet
for
Solicitation B100033-NB**

UTILITY TRAILERS



Travis County

Bid #B100033-NB - UTILITY TRAILERSCreation Date **Oct 1, 2009**End Date **Nov 9, 2009 3:00:00 PM CST**Start Date **Oct 19, 2009 9:27:54 AM CDT**Awarded Date **Not Yet Awarded**

B100033-NB-1-01 PERFORMANCE SA6010 UTILITY TRAILER or Approved Equal					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
San Antonio Southwest Trailers, LTD.	First Offer - \$1,155.00	3 / each	\$3,465.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		
Magnum Trailers	First Offer - \$1,929.00	3 / each	\$5,787.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: SA6010 Supplier Notes: 4' High Solid Metal Sides 4' Expanded Metal Ramp Gate Treated Floor		
Trailer Wheel & Frame	First Offer - \$2,063.00	3 / each	\$6,189.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: WT105-24LS48FMR Supplier Notes: 2010 Ameritrail Manufacturer		

B100033-NB-1-02 WELLS CARGO TC TRECKER 6' WIDE CARGO TRAILER (TC6101-E) or Approved Equal					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Trailer Wheel & Frame	First Offer - \$3,162.00	2 / each	\$6,324.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: V6131 Supplier Notes: 2010 Cargo Craft V Nose Van Trailer		
San Antonio Southwest Trailers, LTD.	First Offer - \$3,800.00	2 / each	\$7,600.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes: DIFFERENCES - WE ARE BIDDING CARGO MATE - CM610SA BODY LENGTH - 10'9" BODY WIDTH - 5'8" OVERALL WIDTH (INCLUDING FENDERS) - 8' OVERALL HEIGHT - 7'9" OVERALL LENGTH - 10'7" INTERIOR WIDTH - 5'8" INTERIOR HEIGHT - 6'2" TIRES - RADIAL 15" CURB WEIGHT - 1200 LBS ACTUALL PAYLOAD CAPACITY - 1790 REAR DOOR - (W)60" X (H)66" EXTERIOR ALUMINUM THICKNESS - .030 **NOTES WILL NEED MEASUREMENTS FOR F-TRACK ON SIDE WALLS AND ON FRONT WALL WILL NEED LOCATION FOR 3 PIECE LINE TRIMMER RACK LOCATION		
Magnum Trailers	First Offer - \$4,380.00	2 / each	\$8,760.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: TC6101E Supplier Notes:		

B100033-NB-1-03 PJ TRAILERS TILT BED (T6 MODEL T6J18728TTK) or Approved Equal					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Trailer Wheel & Frame	First Offer - \$3,831.00	1 / each	\$3,831.00		Y
Agency Product Code:			Supplier Product Code: Tilt18610-90EE		

Agency Notes:		Supplier Notes:			
verdeinc.	First Offer - \$4,995.00	1 / each	\$4,995.00		Y
Agency Product Code:		Supplier Product Code: T6J1872BTTK			
Agency Notes:		Supplier Notes: Trailer bid is a PJ Trailer 18' tilt trailer and matches all specifications. Verde inc is a registered small business and an authorized PJ Trailer dealer.			
Magnum Trailers	First Offer - \$5,025.00	1 / each	\$5,025.00		Y
Agency Product Code:		Supplier Product Code: T6J1872BTTK			
Agency Notes:		Supplier Notes:			
San Antonio Southwest Trailers, LTD.	First Offer - \$5,330.00	1 / each	\$5,330.00		Y
Agency Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
H & H Trailer Sales	First Offer - \$5,355.00	1 / each	\$5,355.00		Y
Agency Product Code:		Supplier Product Code: T6J1872BTTK			
Agency Notes:		Supplier Notes:			

B100033-NB-1-04 MAGNUM FLATBED TRAILER 18' X 83.5 HD or Approved Equal					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Trailer Wheel & Frame	First Offer - \$3,310.00	1 / each	\$3,310.00		Y
Agency Product Code:		Supplier Product Code: TC18610-90EE			
Agency Notes:		Supplier Notes: 2010 Ameritrail Heavy Duty Trailer			
Magnum Trailers	First Offer - \$4,995.00	1 / each	\$4,995.00		Y
Agency Product Code:		Supplier Product Code: 18' x 83.5 HD			
Agency Notes:		Supplier Notes:			
San Antonio Southwest Trailers, LTD.	First Offer - \$5,425.00	1 / each	\$5,425.00		Y
Agency Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

B100033-NB-1-05 PJ FLATBED -I BEAM DECK TRAILER F8or Approved Equal					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
verdeinc.	First Offer - \$4,098.00	1 / each	\$4,098.00		Y
Agency Product Code:		Supplier Product Code: F8J1672BSSK			
Agency Notes:		Supplier Notes: Trailer bid is a PJ Trailer 16' I-beam deckover which meets all specs. Verde inc is a registered small business and an authorized PJ Trailer dealer.			
Magnum Trailers	First Offer - \$4,100.00	1 / each	\$4,100.00		Y
Agency Product Code:		Supplier Product Code: (F8) 8" I Beam Deck Over			
Agency Notes:		Supplier Notes:			
Trailer Wheel & Frame	First Offer - \$4,361.00	1 / each	\$4,361.00		Y
Agency Product Code:		Supplier Product Code: GN24-14EE			
Agency Notes:		Supplier Notes: 2010 Ameritrail Flatbed Trailer			
H & H Trailer Sales	First Offer - \$4,368.00	1 / each	\$4,368.00		Y
Agency Product Code:		Supplier Product Code: F8			
Agency Notes:		Supplier Notes:			
San Antonio Southwest Trailers, LTD.	First Offer - \$5,690.00	1 / each	\$5,690.00		Y

Agency Product Code: Agency Notes:	Supplier Product Code: Supplier Notes:
---	---

Supplier Totals

Trailer Wheel & Frame		\$24,015.00 (5/5 items)
Bid Contact	Rick Brown rick.brown@matecotruck.com Ph 713-692-3888 Fax 713-692-9355	Address 8222 North Freeway Houston, TX 77036
Bid Notes	All trailers quoted are equal or better to your specifications. Ameritrail Manufacturing is located in Bellville, Texas since 1972. Cargo Craft is located in Corsicana, Texas	
Agency Notes:	Supplier Notes: All trailers quoted are equal or better to your specifications. Ameritrail Manufacturing is located in Bellville, Texas since 1972. Cargo Craft is located in Corsicana, Texas	
San Antonio Southwest Trailers, LTD.		\$27,510.00 (5/5 items)
Bid Contact	Christopher Skillings cskillings@swcompanies.net Ph 210-657-5828 x201 Fax 210-658-5886	Address 10302 IH 35 North San Antonio, TX 78121
Qualifications	SB	
Bid Notes	TRAILERS WILL TAKE APROX 4-6 WEEKS TO BE BUILT AND DELIVERED.	
Agency Notes:	Supplier Notes: TRAILERS WILL TAKE APROX 4-6 WEEKS TO BE BUILT AND DELIVERED.	
Magnum Trailers		\$28,667.00 (5/5 items)
Bid Contact	Charles McLemore info@magnumtrailers.com Ph 512-258-4101 Fax 512-258-2701	Address 10806 Ranch Road 620 N Austin, TX 78726
Agency Notes:	Supplier Notes:	
verdeinc		\$9,093.00 (2/5 items)
Bid Contact	john shortly verdeinc@earthlink.net Ph 863-559-3434	Address 2300 n scenic hwy lake wales, FL 33898
Bid Notes	Note if Verde inc wins both NB-1-03 and NB-1-05 the combined cost could be reduced by \$300 due to freight savings by combining a load for both trailers. Bid also assumes Travis County is tax exempt.	
Agency Notes:	Supplier Notes: Note if Verde inc wins both NB-1-03 and NB-1-05 the combined cost could be reduced by \$300 due to freight savings by combining a load for both trailers. Bid also assumes Travis County is tax exempt.	
H & H Trailer Sales		\$9,723.00 (2/5 items)
Bid Contact	Michael Howle stan.hh@live.com Ph 867441733	Address po.box2931 Lubbock, TX 79408
Agency Notes:	Supplier Notes:	

**

Trailer Wheel & Frame

Bid Contact **Rick Brown**
rick.brown@matecotruck.com
Ph 713-692-3888
Fax 713-692-9355

Address **8222 North Freeway**
Houston, TX 77036

Bid Notes **All trailers quoted are equal or better to your specifications.**
Ameritrail Manufacturing is located in Bellville, Texas since 1972.
Cargo Craft is located in Corsicana, Texas

Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch.	Docs
B100033-NB-1-01	PERFORMANCE SA6010 UTILITY TRAILER or Approved Equal	Supplier Product Code: WT105-24LS48FMR 2010 Ameritrail Manufacturer	First Offer - \$2,063.00	3 / each	\$6,189.00		Y
B100033-NB-1-02	WELLS CARGO TC TRECKER 6' WIDE CARGO TRAILER (TC6101-E) or Approved Equal	Supplier Product Code: V6131 2010 Cargo Craft V Nose Van Trailer	First Offer - \$3,162.00	2 / each	\$6,324.00		Y
B100033-NB-1-03	PJ TRAILERS TILT BED (T6 MODEL T6J18728TTK) or Approved Equal	Supplier Product Code: Tilt18610-90EE 2010 Ameritrail Tilt Bed Trailer	First Offer - \$3,831.00	1 / each	\$3,831.00		Y
B100033-NB-1-04	MAGNUM FLATBED TRAILER 18' X 83.5 HD or Approved Equal	Supplier Product Code: TC18610-90EE 2010 Ameritrail Heavy Duty Trailer	First Offer - \$3,310.00	1 / each	\$3,310.00		Y
B100033-NB-1-05	PJ FLATBED -I BEAM DECK TRAILER F8or Approved Equal	Supplier Product Code: GN24-14EE 2010 Ameritrail Flatbed Trailer	First Offer - \$4,361.00	1 / each	\$4,361.00		Y
Supplier Total					\$24,015.00		



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

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

January 7, 2010

MEMORANDUM

TO: Cyd Grimes, County Purchasing Agent
FROM: *Joseph P. Gieselman*
Joseph P. Gieselman, Executive Manager
SUBJECT: Award of Bid, IFB #B100033-NB, Utility Trailers

TNR has reviewed the above referenced bids and recommends award as follows:

- Item 1-01: San Antonio Southwest Trailers, LTD
- Item 1-02, 1-03 and 1-04: Trailer & Wheel & Frame
- Item 1-05: Verde, Inc

The commodity/sub-commodity codes for trailers are 070/066 and 070/059 and the budgeted line items are 001-4996-824-3020, 001-4996-828-3020, 506-4996-808-3020 and 001-4996-828-8020.

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

CJ:JPG:cj
Contract File

CJ

PURCHASE REQUISITION NBR: 0000451537

STATUS: BUYER PROCESSING

REQUISITION BY: CHRISTINA JENSEN 854-9383

REASON: ROUTINE PURCHASE

DATE: 9/23/08

SHIP TO LOCATION: EAST SERVICE CENTER 1T

SUGGESTED VENDOR: TBD

DELIVER BY DATE: 9/30/09

1	TRAILERS, UTILITY PERFORMANCE MODEL SA6010 - 5'W X 10'L 4' HIGH SOLID METAL SIDES 4' EXPANDED METAL RAMP GATE / TREATED FLOOR PER BID SPECIFICATIONS ***** REPLACEMENTS FOR TNR3979, TNR 3993, TNR3992 COMMODITY: AUTO MAJOR TRANSPORTATION SUBCOMMOD: TRAILERS, CUSTOM	3.00	EA	1155.0000	3465.00	SA6010
2	2010 CARGO CRAFT V NOSE VAN TRAILER PER BID SPECIFICATIONS WITH 2-3 PLACE LINE TRIMMER RACKS ***** REPLACES TNR3986 AND TNR3987 COMMODITY: AUTO MAJOR TRANSPORTATION SUBCOMMOD: TRAILERS/VAN ENCLOSED	2.00	EA	3162.0000	6324.00	V6131
3	2010 AMERITRAIL HEAVY DUTY TRAILER PER BID SPECIFICATIONS ***** REPLACES TNR3976 COMMODITY: AUTO MAJOR TRANSPORTATION SUBCOMMOD: TRAILERS, FLAT BED	1.00	EA	3310.0000	3310.00	TC18610-90EE
4	2010 AMERITRAIL TILT BED TRAILER PER BID SPECIFICATIONS ***** REPLACES TNR3981 COMMODITY: AUTO MAJOR TRANSPORTATION SUBCOMMOD: TRAILERS, TILT BED	1.00	EA	3831.0000	3831.00	TILT 18610-90EE
				REQUISITION TOTAL:	16930.00	

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	00149968283020	OPERATG SUPPLIES, RP&E, NC TRANSPORTATION EQUIPMENT	66.67	2310.12
1	50649968083020	OPER SUPP, REPR PRTS, & EQ TRANSPORTATION EQUIPMENT	33.33	1154.88
2	50649968083020	OPER SUPP, REPR PRTS, & EQ TRANSPORTATION EQUIPMENT	100.00	6324.00
3	00149968283020	OPERATG SUPPLIES, RP&E, NC TRANSPORTATION EQUIPMENT	100.00	3310.00
4	00149968288020	CAPITAL EQUIPMENT AUTOMOBILES & TRUCKS	100.00	3831.00
				16930.00

PURCHASE REQUISITION NBR: 0000451537

REQUISITION BY: CHRISTINA JENSEN 854-9383
STATUS: BUYER PROCESSING
REASON: ROUTINE PURCHASE

DATE: 9/23/08

SHIP TO LOCATION: EAST SERVICE CENTER 1T SUGGESTED VENDOR: TBD

DELIVER BY DATE: 9/30/09

REQUISITION COMMENTS:

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

20080923 RT
20090908 RT

PURCHASE REQUISITION NBR: 0000420929

REQUISITION BY: CHRISTINA JENSEN 854-9383

STATUS: BUYER PROCESSING
REASON: ROUTINE PURCHASE

DATE: 9/21/07

SHIP TO LOCATION: EAST SERVICE CENTER

1T SUGGESTED VENDOR: TBD

DELIVER BY DATE: 10/31/09

1	TRAILER, FLATBED - I BEAM DECK	1.00	EA	4098.0000	4098.00
	PJ TRAILER 8" I-BEAM DECK OVER (F8)				

	REPLACES S9600				
	FY07 CAPITAL				
	COMMODITY: AUTO MAJOR TRANSPORTATION				
	SUBCOMMOD: TRAILERS, FLAT BED				

REQUISITION TOTAL: 4098.00

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

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	00149968243020	OPERATG SUPPLIES,RP&E,NC TRANSPORTATION EQUIPMENT	100.00	4098.00
				4098.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

20070921 RT
9/14/9 UPDATE?EMD SYDNIA CROSBIE.GMC
SAME EXPLANATION AS 421204. CHRIS SHOULD BE
PROCESSING IT BEFORE THE END OF THE FISCAL YEAR.
PER SYDNIA.GMC
9/18/9 RETURNED.GMC
20090918 READY FOR ORDER CJ



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

21

Cyd V. Grimes 1/7/10
AB

Approved by: _____

Voting Session: Tuesday, January 19, 2010

REQUESTED ACTION: APPROVE MODIFICATION NO. 1 TO CONTRACT NO. 09K00303JW, FY 2009 SIDEWALK MAINTENANCE PROGRAM, CEDA TEX SERVICES, INC. (TNR)

Points of Contact:

- Purchasing:** Jason G. Walker
- Department:** (TNR), Joe Gieselman, Executive Manager
- County Attorney (when applicable):** Chris Gilmore
- County Planning and Budget Office:** Leroy Nellis
- County Auditor's Office:** Susan Spataro, Jose Palacios
- Other:** David Greear, P.E.

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

TNR requests the approval of Change Order number one (1) for the above contract. This Change Order is for the repair of the adjacent roadway, Montorro Dr., next to the curb line that will need to be removed and replaced at a higher elevation in order for the designed drainage to work. Also included with this change order is a time extension of thirty (30) calendar days. This Change Order will increase the contract by \$29,995.00 from \$98,405.00 to \$128,400.00. As a result of the approval of this change order, a Performance Bond will be then required of the contractor as the new contract amount will exceed \$100,000.00.

This project consists primarily of removing and replacing ADA non-compliant sidewalk segments and curb ramps, as well as removing and replacing driveways and curb and gutters throughout Travis County.

➤ **Contract Expenditures:** Within the last 4 months \$0.00 has been spent against this contract.

Not applicable

➤ **Contract-Related Information:**

Award Amount: \$98,405.00 (Estimated quantity)

Contract Type: Construction
Contract Period: Through completion

➤ **Contract Modification Information:**

Modification Amount: \$29,995.00 (See Additional Procurement Comments)
Modification Type: Construction
Modification Period: Through completion

➤ **Solicitation-Related Information:**

Solicitations Sent: N/A Responses Received: N/A
HUB Information: Not Applicable % HUB Subcontractor: N/A

➤ **Special Contract Considerations:**

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

➤ **Funding Information:**

- Purchase Requisition in H.T.E.: 471735
- Funding Account(s): 001-4941-828-8165;
- Total Budget: \$150,000.00
- Design Budget: N/A
- Construction Budget: \$150,000.00
- Comments: Budget verified through PBO by Jessica Rio, TNR's PBO analyst

➤ **Statutory Verification of Funding:**

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



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

December 22, 2009

MEMORANDUM

TO: Cyd Grimes, Purchasing Agent
Carol B. Joseph for
FROM: Joseph P. Gieselman, Executive Manager
SUBJECT: Modification #1 – FY 2009 Sidewalk Maintenance Program
Contract #09K00303JW
PO#428981

TNR requests the approval of change order number one (1) for the FY 2009 Sidewalk Maintenance Program. This is to repair adjacent roadway Montorro Dr. next to curb line that will need to be removed and replaced at a higher elevation in order for drainage to work. This change order will increase the contract amount by \$29,995.00, from \$98,405.00 to \$128,400.0. Funds are encumbered under requisition number 489907, commodity /sub-commodities 968/102 and 968/105.

If you have any questions or require additional information please contact David Greear at extension 47650 or Brunilda Cruz at extension 47679.

BC:JPG:bc

Copy: Jason Walker, Purchasing
David Greear, TNR
MD Don Ward, TNR
Brunilda Cruz, TNR

RECEIVED
TRAVIS COUNTY
PURCHASING
OFFICE
DEC 28 AM 9:25

GM200I13

TRAVIS COUNTY

1/06/10

Fiscal Year 2010

Account Balance Inquiry

15:18:46

Account number : 1-4931-828.81-65
 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 : 65 PURCH SVC INFRASTRUCTR SW

Original budget : 0
 Revised budget : 124,363 12/22/2009
 Actual expenditures - current . . : .00
 Actual expenditures - ytd . . . : 10,526.31-
 Unposted expenditures : .00
 Encumbered amount : 104,894.00
 Unposted encumbrances : .00
 Pre-encumbrance amount : 29,995.00
 Total expenditures & encumbrances: 124,362.69 100.0%
 Unencumbered balance : .31 0.0

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

PI200R01

TRAVIS COUNTY
Pre-Encumbrance Detail

1/06/10
15:19:02

Account number: 01-4931-828-81.65
CAPITAL OUTLAY / PURCH SVC INFRASTRUCTR SW
Position to Requisition number _____
or Po number _____

Type selections, press Enter.

1=Select

Opt	Requisition Number	Purchase Order	Amount	Year	Project
_	0000489907		29,995.00	2010	

F12=Cancel

PURCHASE REQUISITION NBR: 0000489907

REQUISITION BY: BRUNILDA CRUZ 854-7679

STATUS: READY FOR BUYER PROCESS

REASON: 53934 SIDEWALKS-CIP MOD PO #428981 CONT 09K00303JW

DATE: 12/22/09

SHIP TO LOCATION: TNR ADMIN - 11TH FLR

SUGGESTED VENDOR: 51699 CEDA TEX SERVICES INC

DELIVER BY DATE: 12/22/09

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	CONSTRUCTION SERVICES FY 2009 ADA SIDEWALK MAINTENANCE IMPROVEMENTS ***** CO #1. TO REPAIR ADJACENT ROADWAY NEXT TO CURB LINE THAT WILL NEED TO BE REMOVED AND REPLACED AT A HIGHER ELEVATION IN ORDER FOR DRAINAGE TO WORK. (MONTORRO DR) ***** THIS AMOUNT WILL INCREASE CONTRACT FROM \$98,405.00 TO \$128,400.00 COMMODITY: PUBLIC WORKS/CONSTRUCTION SUBCOMMOD: SERVICES SIDEWALK CONST. INVENTORY BUILDING: Z1 STOCK NO: 968-102-00024	28495.25	DOL	1.0000	28495.25	
2	RETAINAGE COMMODITY: PUBLIC WORKS/CONSTRUCTION SUBCOMMOD: RETAINAGE SIDEWALK CONST INVENTORY BUILDING: Z1 STOCK NO: 968-105-00007	1499.75	DOL	1.0000	1499.75	
REQUISITION TOTAL:					29995.00	

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

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	00149318288165	CAPITAL OUTLAY PURCH SVC INFRASTRUCTR SW	100.00	28495.25
2	00149318288165	CAPITAL OUTLAY PURCH SVC INFRASTRUCTR SW	100.00	1499.75
				29995.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

20091222 RT

22



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) 854-9183

Approved by: _____

Cyd V. Grimes 1/11/10

Voting Session: Tuesday, January 19, 2010

REQUESTED ACTION: APPROVE MODIFICATION NO. 4 TO CONTRACT NO. 07T00145LD, SCS FIELD SERVICES, FOR 290 EAST LANDFILL O & M SERVICES. (TNR)

Points of Contact:

Purchasing: Loren Breland, 854-4854

Department: TNR, Joe Gieselman, Executive Manager, Christina Jensen, Donna Williams, 854-9383

County Attorney (when applicable): John Hille

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro and Jose Palacios

Other:

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action met the compliance requirements as outlined by the statutes. This contract provides Operations and Maintenance services at the closed 290 East Landfill.

This modification will add remediation engineering services to the contract to address a Notice of Violation from TCEQ arising from the August 2, 2009 fire at the Austin Country Flea Market. The modification will approve the following services; Final Cover Evaluation, Final Cover Remediation Plan, Preliminary Groundwater Source Investigation and Mandatory Greenhouse Gas Reporting. Total for all of these is \$52,230.00. This modification will also extend the contract for an additional three months from March 27, 2010 to June 26, 2010.

Modification no. 3, approved by Purchasing Agent on Jan. 2, 2009, exercised the second twelve month extension option. Modification no. 2, approved by Purchasing Agent on Feb. 1, 2008, exercised the first twelve month extension option. Modification no. 1, approved by Purchasing Agent on Sept. 13, 2007, provided for the installation of leachate storage sumps and pumps.

Contract Expenditures: Within the last 12 months \$28,213.37 has been spent against this contract.

➤ **Contract-Related Information:**

Award Amount:

Contract Type:

Contract Period:

➤ **Contract Modification Information:**

Modification Amount: \$52,230.00

Modification Type:

Modification Period:

➤ **Solicitation-Related Information:**

Solicitations Sent:

Responses Received:

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 489723 in H.T.E.:

Funding Account(s): 475-4994-750-6099, 001-4985-621-6099, 431-0000-258-1000, 431-0000-258-1000

Comments: Funding accounts 431-0000-258 and 431-0000-258-1000 require a manual PO.

➤ **Statutory Verification of Funding:**

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

MODIFICATION OF CONTRACT NUMBER: 07T00145LD, 290 Landfill O&M Services PAGE 1 OF 7 PAGES

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: Loren Breland TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: January 6, 2010
ISSUED TO: SCS Field Services 3809 S. 2nd. St., Ste. C-400 Austin, TX 78704 Attn: Rusty Fusilier	MODIFICATION NO.: 4	EXECUTED DATE OF ORIGINAL CONTRACT: March 27, 2007

ORIGINAL CONTRACT TERM DATES: <u>March 27, 2007 – March 26, 2008</u>	CURRENT CONTRACT TERM DATES: <u>March 27, 2009 – June 26, 2010</u>
--	--

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

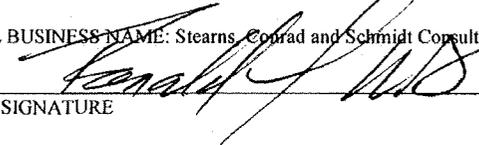
DESCRIPTION OF CHANGES: Except as provided herein, all terms, conditions, and provisions of the document referenced above as heretofore modified, remain unchanged and in full force and effect.

Effective March 27, 2010, the Term of Contract as shown on the "Contract Award" document is changed from March 27, 2007, through March 26, 2010, to March 27, 2007, to June 26, 2010.

This contract is hereby modified to add the following landfill remediation services at the not to exceed amounts stated below. Final cover evaluation, final cover remediation plans, preliminary groundwater source investigation and mandatory greenhouse gas reporting will be provided as per the attached Scope of Services.

Final Cover Evaluation	\$10,260.00
Final Cover Remediation Plan	\$30,380.00
Preliminary Groundwater Source Investigation	\$9,090.00
Mandatory Greenhouse Gas Reporting	<u>\$2,500.00</u>
Total Not to Exceed Amount	\$52,230.00

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

LEGAL BUSINESS NAME: Stearns, Conrad and Schmidt Consulting Engineers, Inc. DBA SCS Field Services	<input type="checkbox"/> DBA <input checked="" type="checkbox"/> CORPORATION <input type="checkbox"/> OTHER
BY:  SIGNATURE	DATE: 1-7-2010
BY: <u>Ronald L. Wilks</u> PRINT NAME	
TITLE: <u>Vice President</u> ITS DULY AUTHORIZED AGENT	

TRAVIS COUNTY, TEXAS	DATE:
BY:  CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	1/11/10

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

Environmental Consultants
and Contractors

12651 Briar Forest Drive
Suite 205
Houston, Texas 77077

281 397-6747
FAX 281 293-7878
www.scsengineers.com

SCS ENGINEERS

December 11, 2009

Mr. Keith Coburn
Environmental Project Manager
Travis County
1010 Lavaca, Suite 315
Austin, TX 78701

Re: Revised Proposal for Landfill Final Cover Remediation Plans and Preliminary Groundwater Source Investigation
Highway 290 Landfill – Austin, Texas

Dear Mr. Coburn:

SCS Engineers (SCS) is pleased to offer this revised proposal to Travis County (the County) to provide engineering services for preparing a Landfill Final Cover Remediation Plan and a Preliminary Groundwater Source Investigation for the Highway 290 Landfill (Landfill) in Austin, Texas.

Based on our meeting of November 18, 2009, the County is interested in developing a remediation plan for the portions of the final cover that either have inadequate final cover or poor drainage characteristics that would allow for increased rainfall infiltration. Additionally, the County is interested in determining the source of water recharge to the eastern portion of the Landfill.

SCOPE OF SERVICES

For this proposal, the Scope of Services has been divided into three tasks as follows:

Task 1 – Final Cover Evaluation

SCS will prepare a final cover evaluation of the entire eastern waste hill at the Highway 290 Landfill. This evaluation will include an assessment of the final cover, a description of possible final cover remediation actions, and a preliminary cost estimate for the implementation of the final cover remediation actions.

SCS will conduct a walking field investigation to attempt to further identify the deficiencies in the Landfill final cover. SCS will inspect the Landfill final cover for signs of significant erosion (greater than 4" in depth), exposed waste, leachate breakouts, methane gas stress on vegetation, and signs of differential settlement that has adversely affected drainage off of the final cover, such as ponded water. SCS will prepare a report and an exhibit detailing the findings of the field investigation.

SCS will prepare an initial plan of possible remediation actions for resolving the issues. These remediation actions will include remediation actions assuming the current commercial and residential structures remain in place and actions assuming the current commercial and residential structures are removed. SCS will describe the various actions and prepare a preliminary cost estimate for the implementation of the various final cover remediation actions.

Mr. Keith Coburn
December 11, 2009
Page 2

The results of the field investigation, remediation actions, and preliminary cost estimate will be placed in a report format and submitted to the County for review and consideration. SCS will submit six copies of the report and an electronic file (.pdf) to the County.

SCS does not propose any thickness verification of the Landfill final cover, any field surveying, any permit modifications, detailed drawings, coordination with the TCEQ or the Landfill landowner/tenant, or other items not expressly detailed in this task scope of services. SCS also does not propose any investigation or other work on the western waste hill at the Highway 290 Landfill. If any of these items are required, SCS will prepare a change order for the County's consideration.

Task 2 – Final Cover Remediation Plans

SCS will prepare final cover remediation plans, specifications, and bid documents (the bid package). This bid package will be based on the County's selection of a remediation plan. Since the extent and nature of the remediation is not known at this time, SCS is providing a generic description of this task and possible fees associated with this task. Once the County directs SCS as to the extent and nature of the remediation, SCS will review the selected remediation plan and prepare a change order if necessary to reflect the corresponding fee change.

SCS will contract with a local surveyor to conduct a field survey of the areas of interest and produce an electronic CAD file topographic map of the areas of interest. For this task, SCS has assumed that 3 days of field survey and associated office work will be adequate. Actual field survey fees will vary depending on the extent of the remediation plan.

SCS will prepare plans detailing the location and type of remediation to be conducted. SCS has budgeted for the following plan sheets:

- Cover Sheet,
- Plan Sheets (2), and
- Detail Sheets (2).

Additionally, SCS will prepare technical specifications for the remediation construction and bidding documents. SCS proposes using standard County contract and bidding documents (supplied by the County) and modified as appropriate for the project. Additionally, SCS will prepare bidding quantities and an engineer's cost estimate based on the design of the project.

SCS will submit 10 sets of the plans and bid documents and an electronic file (.pdf) to the County.

SCS has not included any costs for permit modifications, assisting the County with the bidding or construction process, or other items not expressly detailed in this task scope of services. SCS also does not propose any investigation, plans, bidding documents or other work on the western waste hill at the Highway 290 Landfill. If the County requests, SCS will prepare a change order for the County's consideration.

Task 3 – Preliminary Groundwater Source Investigation

SCS will prepare a preliminary groundwater source investigation for the eastern portion of the Landfill. To prepare this report, SCS will review existing County files, TCEQ files, available historical topographic maps and photographs of the Landfill site and surrounding areas, and conduct a walking field assessment

Mr. Keith Coburn
 December 11, 2009
 Page 3

of the eastern portion of the Landfill and possible contributing off-site drainage areas (to the extent allowed by property owners).

SCS will prepare an initial plan detailing the findings of the investigation and of possible further investigations. These further investigations may include the installation of piezometers.

The results of the field investigation, further investigations, and preliminary cost estimate will be placed in a report format and submitted to the County for review and consideration. SCS will submit 10 sets of the report and an electronic file (.pdf) to the County. SCS will prepare a fee estimate and change order for conducting the additional investigations.

SCS does not propose any groundwater monitoring, borings, probes, field surveying, permit modifications, detailed drawings, coordination with the TCEQ or the Landfill landowner/tenant, or other items not expressly detailed in this task scope of services. If any of these items are required, SCS will prepare a change order for the County's consideration.

SCHEDULE

SCS proposes to complete Tasks 1 and 3 within 1 month of notice to proceed from the County. Task 2 will be complete within 3 months of selection of a remediation plan and notice to proceed on the task from the County.

FEE

SCS proposes to perform the tasks on a fee plus expense basis. Estimates of the costs by task are detailed in the following tables:

Task 1 – Final Cover Evaluation

<i>Staff</i>	Estimated Hours	Unit Rate	Fee
Project Director	24	\$195	\$4680.00
Project Manager	16	\$165	\$2640.00
CAD Designer	8	\$95	\$760.00
Office Service Mgr	4	\$70	\$280.00
Secretary/Clerical	8	\$50	\$400.00
Expenses			\$1500.00
Total			\$10260.00

Mr. Keith Coburn
December 11, 2009
Page 4

Task 2 – Final Cover Remediation Plans

<i>Staff</i>	Estimated Hours	Unit Rate	Fee
Project Director	40	\$195	\$7800.00
Project Manager	8	\$165	\$1320.00
Project Professional	40	\$100	\$4000.00
CAD Designer	40	\$95	\$3800.00
Office Service Mgr	8	\$70	\$560.00
Secretary/Clerical	16	\$50	\$400.00
Survey			\$10000.00
Expenses			\$2500.00
Total			\$30380.00

Task 3 – Preliminary Groundwater Source Investigation

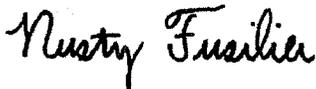
<i>Staff</i>	Estimated Hours	Unit Rate	Fee
Project Director	8	\$195	\$1560.00
Project Manager	8	\$165	\$1320.00
Hydrogeologist	24	\$130	\$3120.00
Project Professional	8	\$105	\$840.00
CAD	6	\$95	\$570.00
Office Service Mgr	4	\$70	\$280.00
Secretary/Clerical	8	\$50	\$400.00
Expenses			\$1000.00
Total			\$9090.00

The total estimated cost for all three tasks is \$49,730.

CLOSING

We appreciate this opportunity to provide these services to Travis County. If you have any questions, comments, or require any additional information, please feel free to contact Rusty Fusilier at telephone number (512) 440-1888 or J. Roy Murray at telephone number (281) 397-6747.

Sincerely,



Rusty Fusilier, P.E.
Project Manager
SCS ENGINEERS



J. Roy Murray, P.E.
Project Director
SCS ENGINEERS

Solid Waste Management Consultants
Offices Nationwide
www.scsengineers.com

1901 Central Drive
Suite 550
Bedford, Texas 76021
817.571.2288 Main

3809 S. 2nd Street
Suite C400
Austin, Texas 78704
512.440.1888 Main

SCS ENGINEERS

December 29, 2009
File No. 07201003.00

Mr. Keith Coburn
Environmental Project Manager
Travis County
1010 Lavaca, Suite 315
Austin, TX 78701

Subject: Proposal for Assistance with Mandatory Greenhouse Gas Reporting
Highway 290 Landfill – Austin, Texas

Dear Mr. Coburn:

SCS Engineers (SCS) is pleased to present this proposal to Travis County (the County) to assist regarding compliance with the new Mandatory Greenhouse Gas (GHG) Reporting Rule being promulgated under 40 Code of Federal Regulations (CFR) §98. These regulations require all landfills that accepted waste after January 1, 1980, to report methane emissions annually if the landfill's emissions exceed 25,000 metric tons of carbon dioxide equivalents (CO₂e). (Incidentally, for this rule one metric ton of methane is equivalent to 21 metric tons of CO₂e.) Since the County's Highway 290 Landfill (Site) closed in 1982, the emissions from the Site must be calculated, and, if over the 25,000 metric ton CO₂e reporting threshold, these emissions must be reported for calendar year 2010 by no later than March 31, 2011.

SCOPE OF SERVICES

SCS will gather landfill capacity information from our internal files and assess the Site's annual emissions for 2010 in both metric tons of methane and CO₂e. Since historical incoming annual waste tonnages are not available to use in estimating emissions, SCS will consider the different allowable methods within 40 CFR §98 for estimating emissions at landfills that do not have such records.

Once the emissions have been determined, SCS will prepare a letter report with our findings and methodology, including references to the rule and how the calculations conform to its requirements. This letter report should be retained in the County's files and made available upon the request of any regulatory agency.

If the calculations determine that the Site does trigger the reporting requirements, SCS will provide a proposal for follow-up services in January 2011 to assist the County with the required reporting. Due to the Site's age and size, there is a good possibility that the letter report will show emissions under the 25,000 metric tons CO₂e such that further reporting is not required.

Mr. Keith Coburn, Environmental Project Manager
December 29, 2009
Page 2

SCHEDULE AND DELIVERABLES

A draft letter report will be prepared and submitted to the County for review and comment within two weeks of receiving authorization to proceed. A final letter report will be prepared and transmitted to the County within one week of receiving comments. The final letter report will be sealed by a professional engineer in the State of Texas. Both hard and electronic copies of the final report will be provided to the County. In view of our familiarity with the Site, SCS does not anticipate that a site visit or meeting will be needed to complete this work and, as such, none has been included in this scope of services. SCS recommends proceeding as soon as possible, so that the Site's status is resolved early in the overall process.

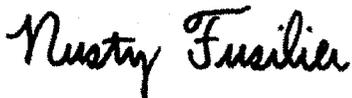
COST ESTIMATE

SCS proposes to complete this work for a lump sum fee of \$2,500. The work will be performed as an extension to our existing contract with the County.

CLOSING

SCS appreciates this opportunity to present this proposal for your consideration. If you have any questions, please feel free to contact Rusty Fusilier at telephone number (512) 750-5446 or David Mezzacappa at telephone number (817) 358-6108.

Sincerely,



Rusty Fusilier, P.E.
Project Manager
SCS FIELD SERVICES



David J. Mezzacappa, P.E.
Project Manager
SCS ENGINEERS

cc: Ron Wilks, SCS Field Services
Julie Becker, SCS Field Services



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

NATURAL RESOURCES & ENVIRONMENTAL QUALITY

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

December 22, 2009

MEMORANDUM

TO: Cyd Grimes, Purchasing Agent, Planning & Budget

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

SUBJECT: Modification Request for Remediation Engineering Services Contract
Relating to the Travis County Municipal Solid Waste Landfill, 9500 U.S. Hwy. 290 East

RECEIVED
TRAVIS COUNTY
2009 DEC 23 11:20 AM
PURCHASING
OFFICE

Proposed Motion:

Approve Modification to Contract No. 07T00145LD, with SCS Engineers, to provide remediation engineering services relating to the Travis County Municipal Solid Waste Landfill, 9500 U.S. Hwy. 290 East.

Summary and Staff Recommendation:

TNR requests approval to modify the scope of work and cost of the above-referenced engineering services contract with SCS Engineers. The attached proposal from SCS Engineers dated December 11, 2009, describes the primary modifications requested by TNR in detail. SCS would initiate a landfill closure compliance plan as required by the Texas Commission on Environmental Quality, for a cost of \$49,730. Secondly, \$2,500 is requested to fulfill new greenhouse gas (GHG) regulations of the U.S. Environmental Protection Agency (EPA) to estimate and report emissions of methane from the closed landfill. This modification would provide a total additional \$52,230 for these engineering services. Deliverables for this work include preparation of a Landfill Final Cover Remediation Plan, Preliminary Groundwater Source Investigation and a GHG report for submittal to the EPA. In order to afford SCS the appropriate amount of time to fulfill these tasks, TNR also recommends the contract expiration date be extended to June 26, 2010, an additional 90 days.

Background:

On August 2, 2009, approximately 40% of the Austin Country Flea Market, which sits on top of the closed 290 landfill, was destroyed by fire. The fire led to compliance investigations by the TCEQ and an October 15, 2009 Notice of Violation (NOV) from TCEQ citing five issues:

Modification Remediation Engineering Services Contract

Page 2

1. Subsidence of the landfill cap in the area of the flea market as well as other portions of the landfill;
2. Pondered water on the landfill cap was observed at the flea market, especially in the parking lot;
3. Exposed trash from the landfill within the flea market area where there has been extensive subsidence and erosion from heavy traffic;
4. Failure of the landowner to register the enclosed structures at the flea market as required by state regulation; and
5. The origin and long-term management the large amount of leachate that the County continues to capture at the landfill.

Also, the County was advised that the NOV would not include a Notice of Enforcement (NOE) – at least not for now. TCEQ will give the County time to address the issues at the landfill and on December 14, 2009 the County notified TCEQ in writing of a plan of action for addressing the issues.

The first steps in addressing the NOV will be to have SCS Engineers perform a final cover evaluation, develop a final cover remediation plan, and conduct a preliminary groundwater source investigation. The information from the SCS report will provide the County a comprehensive plan to address subsidence in keeping with present day landfill closure standards. The report will also provide information on groundwater at the landfill site, especially how to prevent water from entering the landfill area and a long-term strategy for managing and/or eliminating the leachate problem. This has been a recurring issue the County has addressed with short-term measures for the past 20 years. As long as the landfill is producing leachate, the County will continue to be responsible for actively managing this site.

The continued presence of the flea market complicates the compliance issue tremendously by contributing to erosion and water management issues and making it difficult to maintain the landfill cap. The SCS report prepared once this contract is modified would present the County with two alternatives in the landfill cap remediation:

- Remedial actions assuming the flea market remains at the landfill
- Remedial actions assuming the flea market structures are removed from the landfill

Another issue that the contract modification addresses is a new regulatory compliance matter established by EPA's GHG Reporting Rule. On October 30, 2009, EPA promulgated new 40 CFR §98 which becomes effective on December 29, 2009. This new rule requires several source categories to report their GHG emissions. Municipal solid waste (MSW) landfills are one of the specific source categories listed in the new rule. If an MSW landfill accepted waste after January 1, 1980 and (per 40 CFR §98.2(a)(1)(xvi)) generates methane in amounts equivalent to or greater than 25,000 metric tons of carbon dioxide equivalents (CO₂e), then the responsible party must report GHG emissions. The initial required reporting will be due by no later than March 31, 2011 for calendar year 2010.

Based on this new rule, it is recommended that Travis County's closed U.S. 290 MSW Landfill be evaluated by SCS Engineers using the EPA's Landfill Gas Emissions Model (LANDGEM) to determine whether the GHG emissions will trigger on-going reporting requirements. If the LANDGEM model determines that the landfill does not trigger the EPA requirements for reporting annually, then no additional reports will be necessary beyond the initial 2010 report.

Modification Remediation Engineering Services Contract
Page 3

The proposal from SCS Engineers provides for \$10,260.00 for a final cover evaluation (task 1), \$30,380.00 for final cover remediation plans (task 2), \$9,090.00 for preliminary groundwater source investigation (task 3) and \$2,500 for generating a report for the County to address EPA's new GHG Rule. SCS proposes to complete task 1 and 3 within one month of notice to proceed from the County. Task 2 and will be completed within 3 months of selection of a remediation plan and notice to proceed from the County. The GHG Rule report will be completed by June 26, 2010 (90 days after the current contract expiration date). In addition to the additional funding and new tasks, a contract extension with an additional 90 days will be necessary, since the current contract expires March 26, 2010.

Budgetary and Fiscal Information:

Funding for this work is as follows:

<u>Account No.</u>	<u>Requisition No.</u>	<u>Com/Sub</u>	<u>Amount</u>
431-0000-258-1000	Manual PO Required	N/A	\$ 2,897.11
433-0000-258-1000	Manual PO Required	N/A	\$ 758.73
		Subtotal	\$ 3,655.84
475-4994-750-6099	489723	961/032	\$28,158.00
001-4985-621-6099	489723	961/032	\$20,416.16
		Subtotal	\$48,574.16
		Overall Total	\$52,230.00

TNR staff is currently researching potential funding sources for the future construction costs in FY 2011 and beyond and will coordinate with the Auditor and Planning and Budget Offices on this prior to bringing a recommendation to the Commissioner's Court.

If you have any questions or require additional information please contact Donna Williams at extension 47677 for financial issues and Keith Coburn at extension 45866 for program issues.

Attachment

- 1) Proposal from SCS Engineers, 12/11/09

SKC:JPG:dw *MLD*

cc: Bonnie Floyd, Purchasing
Loren Breland, Purchasing
Jon White, TNR
Tom Weber, TNR
Christina Jensen, TNR
Donna Williams, TNR
Keith Coburn, TNR
Sharon Martindale, Auditor's Office
Kapp Schwebke, Auditor's Office
Jessica Rio, Planning and Budget Office

PURCHASE REQUISITION NBR: 0000489723

REQUISITION BY: DONNA WILLIAMS 854-7677

STATUS: INSUFFICIENT FUNDS
 REASON: ENC \$\$ PENDING CONTRACT MOD ATTN: LOREN

DATE: 12/18/09

SHIP TO LOCATION: TNR ADMIN - 11TH FLR

SUGGESTED VENDOR: 53391 SCS FIELD SERVICES

DELIVER BY DATE: 12/18/09

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	EVALUATION OF LANDFILL COVER AND DEVELOP FINAL REMEDIATION PLAN. ALSO CONDUCT PRELIMINARY GROUNDWATER SOURCE INVESTIGATION. ***** NOT TO EXCEED AMT IS \$52,230. \$3,656 IS TO BE PAID ON MANUAL PO AS FOLLOWS: \$2,897 FROM 431-0000-258-1000 \$759 FROM 433-0000-258-1000 BALANCE OF \$48,574 WILL BE ON A H.T.E. PO COMMODITY: MISC. PROFESSIONAL SVCS SUBCOMMOD: ENVIRONMENTAL IMPACT	48574.00	DOL	1.0000	48574.00	

REQUISITION TOTAL: 48574.00

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	00149856216099	OTHER PURCHASED SERVICES	42.03	20416.00
1	47549947506099	OTHER PURCHASED SERVICES X1A001 183 LANDFILL REMEDIATION	57.97	28158.00
				48574.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

20091216 RT COURT

Environmental Consultants
and Contractors

12651 Briar Forest Drive
Suite 205
Houston, Texas 77077

281 397-6747
FAX 281 293-7878
www.scsengineers.com

SCS ENGINEERS

December 11, 2009

Mr. Keith Coburn
Environmental Project Manager
Travis County
1010 Lavaca, Suite 315
Austin, TX 78701

Re: Revised Proposal for Landfill Final Cover Remediation Plans and Preliminary Groundwater Source Investigation
Highway 290 Landfill – Austin, Texas

Dear Mr. Coburn:

SCS Engineers (SCS) is pleased to offer this revised proposal to Travis County (the County) to provide engineering services for preparing a Landfill Final Cover Remediation Plan and a Preliminary Groundwater Source Investigation for the Highway 290 Landfill (Landfill) in Austin, Texas.

Based on our meeting of November 18, 2009, the County is interested in developing a remediation plan for the portions of the final cover that either have inadequate final cover or poor drainage characteristics that would allow for increased rainfall infiltration. Additionally, the County is interested in determining the source of water recharge to the eastern portion of the Landfill.

SCOPE OF SERVICES

For this proposal, the Scope of Services has been divided into three tasks as follows:

Task 1 – Final Cover Evaluation

SCS will prepare a final cover evaluation of the entire eastern waste hill at the Highway 290 Landfill. This evaluation will include an assessment of the final cover, a description of possible final cover remediation actions, and a preliminary cost estimate for the implementation of the final cover remediation actions.

SCS will conduct a walking field investigation to attempt to further identify the deficiencies in the Landfill final cover. SCS will inspect the Landfill final cover for signs of significant erosion (greater than 4" in depth), exposed waste, leachate breakouts, methane gas stress on vegetation, and signs of differential settlement that has adversely affected drainage off of the final cover, such as ponded water. SCS will prepare a report and an exhibit detailing the findings of the field investigation.

SCS will prepare an initial plan of possible remediation actions for resolving the issues. These remediation actions will include remediation actions assuming the current commercial and residential structures remain in place and actions assuming the current commercial and residential structures are removed. SCS will describe the various actions and prepare a preliminary cost estimate for the implementation of the various final cover remediation actions.

Mr. Keith Coburn
December 11, 2009
Page 2

The results of the field investigation, remediation actions, and preliminary cost estimate will be placed in a report format and submitted to the County for review and consideration. SCS will submit six copies of the report and an electronic file (.pdf) to the County.

SCS does not propose any thickness verification of the Landfill final cover, any field surveying, any permit modifications, detailed drawings, coordination with the TCEQ or the Landfill landowner/tenant, or other items not expressly detailed in this task scope of services. SCS also does not propose any investigation or other work on the western waste hill at the Highway 290 Landfill. If any of these items are required, SCS will prepare a change order for the County's consideration.

Task 2 – Final Cover Remediation Plans

SCS will prepare final cover remediation plans, specifications, and bid documents (the bid package). This bid package will be based on the County's selection of a remediation plan. Since the extent and nature of the remediation is not known at this time, SCS is providing a generic description of this task and possible fees associated with this task. Once the County directs SCS as to the extent and nature of the remediation, SCS will review the selected remediation plan and prepare a change order if necessary to reflect the corresponding fee change.

SCS will contract with a local surveyor to conduct a field survey of the areas of interest and produce an electronic CAD file topographic map of the areas of interest. For this task, SCS has assumed that 3 days of field survey and associated office work will be adequate. Actual field survey fees will vary depending on the extent of the remediation plan.

SCS will prepare plans detailing the location and type of remediation to be conducted. SCS has budgeted for the following plan sheets:

- Cover Sheet,
- Plan Sheets (2), and
- Detail Sheets (2).

Additionally, SCS will prepare technical specifications for the remediation construction and bidding documents. SCS proposes using standard County contract and bidding documents (supplied by the County) and modified as appropriate for the project. Additionally, SCS will prepare bidding quantities and an engineer's cost estimate based on the design of the project.

SCS will submit 10 sets of the plans and bid documents and an electronic file (.pdf) to the County.

SCS has not included any costs for permit modifications, assisting the County with the bidding or construction process, or other items not expressly detailed in this task scope of services. SCS also does not propose any investigation, plans, bidding documents or other work on the western waste hill at the Highway 290 Landfill. If the County requests, SCS will prepare a change order for the County's consideration.

Task 3 – Preliminary Groundwater Source Investigation

SCS will prepare a preliminary groundwater source investigation for the eastern portion of the Landfill. To prepare this report, SCS will review existing County files, TCEQ files, available historical topographic maps and photographs of the Landfill site and surrounding areas, and conduct a walking field assessment

Mr. Keith Coburn
 December 11, 2009
 Page 3

of the eastern portion of the Landfill and possible contributing off-site drainage areas (to the extent allowed by property owners).

SCS will prepare an initial plan detailing the findings of the investigation and of possible further investigations. These further investigations may include the installation of piezometers.

The results of the field investigation, further investigations, and preliminary cost estimate will be placed in a report format and submitted to the County for review and consideration. SCS will submit 10 sets of the report and an electronic file (.pdf) to the County. SCS will prepare a fee estimate and change order for conducting the additional investigations.

SCS does not propose any groundwater monitoring, borings, probes, field surveying, permit modifications, detailed drawings, coordination with the TCEQ or the Landfill landowner/tenant, or other items not expressly detailed in this task scope of services. If any of these items are required, SCS will prepare a change order for the County's consideration.

SCHEDULE

SCS proposes to complete Tasks 1 and 3 within 1 month of notice to proceed from the County. Task 2 will be complete within 3 months of selection of a remediation plan and notice to proceed on the task from the County.

FEE

SCS proposes to perform the tasks on a fee plus expense basis. Estimates of the costs by task are detailed in the following tables:

Task 1 – Final Cover Evaluation

<i>Staff</i>	Estimated Hours	Unit Rate	Fee
Project Director	24	\$195	\$4680.00
Project Manager	16	\$165	\$2640.00
CAD Designer	8	\$95	\$760.00
Office Service Mgr	4	\$70	\$280.00
Secretary/Clerical	8	\$50	\$400.00
Expenses			\$1500.00
Total			\$10260.00

Mr. Keith Coburn
December 11, 2009
Page 4

Task 2 – Final Cover Remediation Plans

<i>Staff</i>	Estimated Hours	Unit Rate	Fee
Project Director	40	\$195	\$7800.00
Project Manager	8	\$165	\$1320.00
Project Professional	40	\$100	\$4000.00
CAD Designer	40	\$95	\$3800.00
Office Service Mgr	8	\$70	\$560.00
Secretary/Clerical	16	\$50	\$400.00
Survey			\$10000.00
Expenses			\$2500.00
Total			\$30380.00

Task 3 – Preliminary Groundwater Source Investigation

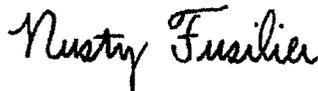
<i>Staff</i>	Estimated Hours	Unit Rate	Fee
Project Director	8	\$195	\$1560.00
Project Manager	8	\$165	\$1320.00
Hydrogeologist	24	\$130	\$3120.00
Project Professional	8	\$105	\$840.00
CAD	6	\$95	\$570.00
Office Service Mgr	4	\$70	\$280.00
Secretary/Clerical	8	\$50	\$400.00
Expenses			\$1000.00
Total			\$9090.00

The total estimated cost for all three tasks is \$49,730.

CLOSING

We appreciate this opportunity to provide these services to Travis County. If you have any questions, comments, or require any additional information, please feel free to contact Rusty Fusilier at telephone number (512) 440-1888 or J. Roy Murray at telephone number (281) 397-6747.

Sincerely,



Rusty Fusilier, P.E.
Project Manager
SCS ENGINEERS



J. Roy Murray, P.E.
Project Director
SCS ENGINEERS



TRANSPORTATION AND NATURAL RESOURCES
JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street
Executive Office Building, 11th Floor
P. O. Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 7854-4697

December 21, 2009

To: Jose Palacios, Assistant County Auditor
From: *Cynthia C. McDonald*
Cynthia C. McDonald, Financial Manager
Subject: Cost Reimbursement-Project No. X1A001
Landfill Remediation

This memo is to request a transfer of \$23,219.64 from account 761-0000-255-7510 to the contractual capital projects revenue account 475-4994-388-3045, project number X1A001. These funds will be used to cover costs for services to initiate a landfill compliance plan and to fulfill new greenhouse gas regulations at the Travis County 290 landfill. Additional details are provided below and supporting documentation for the \$23,219.64 is attached.

Description	Amount
Portion of \$49,730 of costs for landfill compliance plan	\$23,219.64

If you have any questions or require additional information, please contact Donna Williams at extension 47677.

DW:CBJ:dw

xc: Rhonda Ambrose, County Treasurer Office
Sharon Martindale, County Auditor's Office
Fund 475 Contractual Capital Project File
Keith Coburn, TNR Financial Services

S:\CAPITAL IMPROVEMENT PROJECTS (CIP)\fund 475\Fund 475 Revenue Transfers\761_PMT_290 Landfill Dec'09.doc

GM200I02
Fiscal year 2010

TRAVIS COUNTY
Account Balance Inquiry

12/22/09
09:16:19

Account number . . . : 431-0000-258.10-00 Db/Cr . . : C
Fund : 431 LMTD TAX CERT OF OBLIG 96
Department : 00
Division : 00
Activity basic . . . : 25 OTHER LIABILITIES
Sub activity : 8 OTHER L/T DEBT PAYABLE
Element : 10 LANDFILL REMEDIATION
Object : 00

	<u>Debits</u>	<u>Credits</u>	<u>Account balance</u>
			2,897.11
Current :	.00	.00	
Unposted :	.00	.00	
Total :	.00	.00	2,897.11

F7=Project data **F8=Misc inquiry** **F10=Detail trans**
F11=Account activity **F12=Cancel** **F16=Pending trans** **F24=More keys**

GM200I02
Fiscal year 2010

TRAVIS COUNTY
Account Balance Inquiry

12/22/09
09:16:27

Account number . . . : 433-0000-258.10-00 Db/Cr . . : C
Fund : 433 LT CERT OF OBLIG 1997
Department : 00
Division : 00
Activity basic . . . : 25 OTHER LIABILITIES
Sub activity : 8 OTHER L/T DEBT PAYABLE
Element : 10 LANDFILL REMEDIATION
Object : 00

	<u>Debits</u>	<u>Credits</u>	<u>Account balance</u>
			758.73
Current :	.00	.00	
Unposted :	.00	.00	
Total :	.00	.00	758.73

F7=Project data **F8=Misc inquiry** **F10=Detail trans**
F11=Account activity **F12=Cancel** **F16=Pending trans** **F24=More keys**

GM200I13

TRAVIS COUNTY

12/22/09

Fiscal Year 2010

Account Balance Inquiry

10:04:35

Account number . . . : 475-4994-750.60-99
 Fund : 475 CONTRACTUAL CAPITAL PROJ
 Department : 49 TNR (TRANS & NATRL RESRC)
 Division : 94 PRIVTE AGENCY CNTRCT-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	62,816	10/01/2009
Actual expenditures - current00
Actual expenditures - ytd	135,479.95-	
Unposted expenditures00
Encumbered amount	162,381.40	
Unposted encumbrances00
Pre-encumbrance amount	30,975.37	
Total expenditures & encumbrances:	57,876.82	92.1%
Unencumbered balance	4,939.18	7.9

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

GM200I02
Fiscal year 2010

TRAVIS COUNTY
Account Balance Inquiry

12/21/09
16:34:43

Account number . . : 761-0000-255.75-10 Db/Cr . . : C
Fund : 761 T N R ESCROW FUND
Department : 00
Division : 00
Activity basic . . . : 25 OTHER LIABILITIES
Sub activity : 5 ESCROW DEPOSITS
Element : 75 IBM-HWY 183 LANDFILL
Object : 10 INTEREST EARNED

	<u>Debits</u>	<u>Credits</u>	<u>Account balance</u>
Current :	.00	.00	23,219.64
Unposted :	.00	.00	
Total :	.00	.00	23,219.64

F7=Project data
F11=Account activity

F8=Misc inquiry
F12=Cancel

F16=Pending trans

F10=Detail trans
F24=More keys

PI625I02

**TRAVIS COUNTY
Purchase Requisition**

1/07/10
13:46:13

Number : 0000489723
 Type : 1 PURCHASE REQUISITION
 Status : INSUFFICIENT FUNDS
 Reason : ENC \$\$ PENDING CONTRACT MOD ATTN: LOREN
 By : DONNA WILLIAMS 854-7677
 Date : 12/18/09
 Vendor : 53391 SCS FIELD SERVICES
 Contract nbr :
 Ship to : Z1 TNR ADMIN - 11TH FLR
 Deliver by date : 12/18/09
 Buyer :
 Fiscal year code : C C=Current year, P=Previous year, F=Future year
 Type options, press Enter.

5=Display 8=Item extended description
 Opt Line# Quantity UOM Description
 - 1 48574.00 DOL EVALUATION OF
 LANDFILL COVER
 AND DEVELOP FINAL

Total: 48574.00
 F9=Print

+

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

GM200I02
Fiscal year 2010

TRAVIS COUNTY
Account Balance Inquiry

1/07/10
13:46:44

Account number . . . : 431-0000-258.10-00 Db/Cr . . : C
Fund : 431 LMTD TAX CERT OF OBLIG 96
Department : 00
Division : 00
Activity basic . . . : 25 OTHER LIABILITIES
Sub activity : 8 OTHER L/T DEBT PAYABLE
Element : 10 LANDFILL REMEDIATION
Object : 00

	<u>Debits</u>	<u>Credits</u>	<u>Account balance</u>
			2,897.11
Current :	.00	.00	
Unposted :	.00	.00	
Total :	.00	.00	2,897.11

F7=Project data F8=Misc inquiry F10=Detail trans
F11=Account activity F12=Cancel F16=Pending trans F24=More keys

GM200I02
Fiscal year 2010

TRAVIS COUNTY
Account Balance Inquiry

1/07/10
13:47:02

Account number . . . : 433-0000-258.10-00 Db/Cr . . : C
Fund : 433 LT CERT OF OBLIG 1997
Department : 00
Division : 00
Activity basic . . . : 25 OTHER LIABILITIES
Sub activity : 8 OTHER L/T DEBT PAYABLE
Element : 10 LANDFILL REMEDIATION
Object : 00

	<u>Debits</u>	<u>Credits</u>	<u>Account balance</u>
			758.73
Current :	.00	.00	
Unposted :	.00	.00	
Total :	.00	.00	758.73

F7=Project data
F11=Account activity

F8=Misc inquiry
F12=Cancel

F16=Pending trans

F10=Detail trans
F24=More keys

GM200I13

TRAVIS COUNTY

1/07/10
13:47:16

Fiscal Year 2010

Account Balance Inquiry

Account number : 475-4994-750.60-99
 Fund : 475 CONTRACTUAL CAPITAL PROJ
 Department : 49 TNR (TRANS & NATRL RESRC)
 Division : 94 PRIVTE AGENCY CNTRCT-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 :	62,816	10/01/2009
Actual expenditures - current . . . :	.00	
Actual expenditures - ytd :	135,479.95-	
Unposted expenditures :	.00	
Encumbered amount :	193,356.77	
Unposted encumbrances :	.00	
Pre-encumbrance amount :	.00	
Total expenditures & encumbrances:	57,876.82	92.1%
Unencumbered balance :	4,939.18	7.9

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

GM200I13

TRAVIS COUNTY

1/07/10
13:47:33

Fiscal Year 2010

Account Balance Inquiry

Account number : 1-4985-621.60-99
 Fund : 001 GENERAL FUND
 Department : 49 TNR (TRANS & NATRL RESRC)
 Division : 85 CUSTOMER SERVICES
 Activity basic : 62 INFRA-ENV SCVS (TRNS&RDS)
 Sub activity : 1 TNR (TRANS & NATRL RESRC)
 Element : 60 OTHER PURCHASED SERVICES
 Object : 99 OTHER PURCHASED SERVICES

Original budget	98,378	
Revised budget	160,895	10/01/2009
Actual expenditures - current	204.00	
Actual expenditures - ytd	5,296.00	
Unposted expenditures	1,880.00	
Encumbered amount	46,209.70	
Unposted encumbrances	1,880.00-	
Pre-encumbrance amount	29,560.00	
Total expenditures & encumbrances:	81,269.70	50.5%
Unencumbered balance	79,625.30	49.5

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

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

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

Approved by: _____

Cyd V. Grimes 1/14/10

Voting Session: Tuesday, January 19, 2010

REQUESTED ACTION: APPROVE MODIFICATION NO. 3 TO CONTRACT NO. 07T001550J, THE RETIREMENT STORE, FOR CONSULTANT SERVICES FOR THE DEFERRED COMPENSATION 457(b) PLAN FOR TRAVIS COUNTY. (HRMD)

Points of Contact:

Purchasing: Oralia Jones, 854-4204

Department: HRMD, Dan Mansour, 854-9499

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

County Planning and Budget Office: Travis Gatlin

County Auditor's Office: Susan Spataro and Jose Palacios

Other:

Purchasing Recommendation and Comments: This procurement action met the compliance requirements as outlined by the statutes.

The contract is for professional services related to the 457(b) Deferred Compensation Plan and continuing review of its performance. The Commissioners Court approved the award of this contract on January 23, 2007.

The modification will extend the Deferred Compensation – 457(b) Plan Consultant contract with The Retirement Store, for an additional twelve (12) months, through January 22, 2011, and add \$10,000 for the services provided during this contract term. The Consultant's continued services and expertise is essential to meet the County's fiduciary responsibilities as 457(b) Plan sponsor.

Modification No. 2 was previously issued to extend the contract for an additional twelve (12) months, from January 23, 2009 through January 22, 2010. It was approved by the Commissioners Court on December 16, 2008.

Modification No. 1 was previously issued to extend the contract for an additional twelve (12) months, from January 23, 2008 through January 22, 2009. It was approved by the Commissioners Court on January 15, 2008.

The Deferred Compensation Oversight Committee will continue to require the Consultant's advice and expertise in this ever evolving field of deferred compensation. The services will be billed monthly at the rate of \$175 per hour, not to exceed \$10,000 per year.

➤ **Contract Expenditures:** Within the last 12 months \$2,040.50 has been spent against this contract.

➤ **Funding Information:**

- Purchase Requisition in H.T.E.: 491320
- Funding Account(s): 001-1140-522-4007
- Comments:

➤ **Statutory Verification of Funding:**

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



Human Resources Management Department

1010 Lavaca

● P.O. Box 1748

● Austin, Texas 78767

● (512) 854-9165 / FAX(512) 854-4203

November 3, 2009

TO: Lolly Jones, Purchasing Agent Assistant III

FROM: Dan Mansour, Risk Manager, HRMD *DGM*

SUBJECT: Contract No. 07T001550J
The Retirement Store Consultant Services –
Deferred Compensation 457b Plan

We request that this contract be processed to exercise the option to extend the above contract for a twelve month period. The contract is funded from line item 001-1140-522-4007.

Consultant's continued services and expertise is essential to meet the County's fiduciary responsibilities as 457b Plan sponsor. The committee will require the consultant's services, advice and expertise in this ever evolving field of deferred compensation.

If you have any questions please call me at X49499.

PURCHASE REQUISITION NBR: 0000491320

REQUISITION BY: MARGIE SOLANO 854-9239

STATUS: INSUFFICIENT FUNDS
REASON: CONTRACT RENEWAL

DATE: 1/13/10

SHIP TO LOCATION: HUMAN RESOURCES MGT.

SUGGESTED VENDOR: 123619 THE RETIREMENT STORE

DELIVER BY DATE: 1/22/10

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	HOURLY RATE FOR DEFERRED COMPENSATION CONSULTANT COMMODITY: CONSULTING SERVICES SUBCOMMOD: ADMINISTRATIVE INVENTORY BUILDING: HR STOCK NO: 918-006-00015	57.14	HR	175.0000	9999.50	
REQUISITION TOTAL:					9999.50	

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

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	00111405224007	PROFESSIONAL SERVICES CONSULTING	100.00	9999.50
				9999.50

REQUISITION IS IN THE CURRENT FISCAL YEAR.

MODIFICATION OF CONTRACT NUMBER: 07T001550J, Consultant-Deferred Comp. 457(b) Plan PAGE 1 OF 1 PAGE

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: Oralia Jones TEL NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: January 13, 2010
ISSUED TO: The Retirement Store Attn: Al DiCristofaro 10305 Yucca Dr. Austin, TX 78759	MODIFICATION NO.: 3	EXECUTED DATE OF ORIGINAL CONTRACT: January 23, 2007
ORIGINAL CONTRACT TERM DATES <u>January 23, 2007-January 22, 2008</u>		CURRENT CONTRACT TERM DATES: <u>January 23, 2010-January 22, 2011</u>

FOR TRAVIS COUNTY INTERNAL USE ONLY:
Original Contract Amount: \$ 25,000.00 (NTE) Current Modified Amount \$ 10,000.00 (NTE)

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

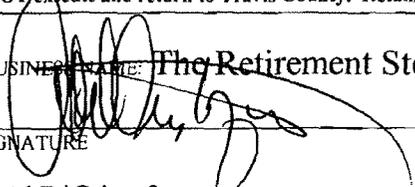
Recitals

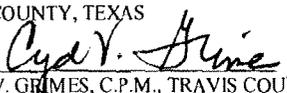
On January 23, 2007, Commissioners Court ordered this contract for professional services related to the management of its 457 Plan exempt from the County Purchasing Act as professional services. On January 23, 2007, County entered into this contract to obtain services related to the management of its 457 Plan. Pursuant to 1.2, County may extend this contract for three additional one year periods. In 2008 and 2009, Commissioners Court extended this contract for additional one year periods.

Agreement

County exercises its third option to extend this contract for one additional year. The third option commences January 23, 2010. During the third option year, the total compensation for the services and activities under this contract shall not exceed \$10,000 unless this contract is further amended. If County authorizes Contractor to perform services, Contractor shall perform the services described in this contract and its attachments.

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

LEGAL BUSINESS NAME: <u>The Retirement Store</u>	<input type="checkbox"/> DBA
BY: <u></u>	<input type="checkbox"/> CORPORATION
SIGNATURE	<input type="checkbox"/> OTHER
BY: <u>Al DiCristofaro</u>	DATE: <u>1/14/2010</u>
PRINT NAME	
TITLE: <u>PRESIDENT</u>	
ITS DULY AUTHORIZED AGENT	

TRAVIS COUNTY, TEXAS	DATE:
BY: <u></u>	<u>1/14/10</u>
CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	

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



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

24

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

Cyd V. Grimes 1/14/10
REVISED

Approved by: _____

Voting Session: Tuesday, January 19, 2010

REQUESTED ACTION: APPROVE MODIFICATION NO. 15 TO CONTRACT NO. 07T00004OJ, WASTE MANAGEMENT OF TEXAS, FOR REFUSE COLLECTION. (COUNTYWIDE)

Points of Contact:

Purchasing: Oralia Jones, 854-4204

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

County Attorney (when applicable): N/A

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

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

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

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

This modification will extend the contract for an additional twelve (12) months, from February 1, 2010 through January 31, 2011, and will incorporate changes to some locations. There are no unit price increases this year as in the previous two years. The total contract amount will be increased by \$10,667.36 (estimated) due to changes in containers, number of services and locations.

On November 16, 2009, Jon White of the TNR department was contacted via e-mail on whether Waste Management had received any violations from Feb. 1, 2009 through present. Mr. White forwarded an email to Mr. Jonas Rosenthal/Civil Environmental Enforcement Investigator for TNR, who in turn, sent an email to Kathy Roecker/TCEQ requesting review of WMT's compliance record at TCEQ for 2009. Ms. Roecker responded stating the WMT files did not indicate violations for the 2009 calendar year from January 1st to present.

RECEIVED
COUNTY CLERK'S OFFICE
JAN 23 2010 PM 2:55

Modification No. 14 was previously issued to incorporate changes to add a container for a two (2) month period to the Mary Quinlan Park location, effective August 15, 2009. It was approved by the Purchasing Agent on August 19, 2009.

Modification No. 13 was previously issued to do an administrative change to delete Group E - SMART Facility, and add it to Group A - Facilities Management, effective June 1, 2009. It was approved by the Purchasing Agent on June 13, 2009.

Modification No. 12 was previously issued to incorporate changes in the number of pick-up services for the East Side Service Center effective May 1, 2009. It was approved by the Purchasing Agent on May 13, 2009.

Modification No. 11 was previously issued to add service to a new location, the East Side Service Center, and revise the monthly and total amount. It was approved by the Purchasing Agent on March 24, 2009.

Modification No. 10 was previously issued to extend the contract period for an additional twelve (12) months, through January 31, 2010, and to incorporate a 10% price increase to all the service locations. It was approved by the Commissioners Court on January 27, 2009.

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

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

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

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

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

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

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

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

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

- **Contract Expenditures:** Within the last 12 months \$295,003.24 has been spent against this requirement.

Not applicable

- **Contract Modification Information:**

Modification Amount: \$214,955.73 Annually (Estimated)

Modification Type: N/A

Modification Period: February 1, 2010 through January 31, 2011

- **Funding Information:**

Purchase Requisition in H.T.E.: 489919 (TNR Parks); 490372 (TNR Transfer Station); 490349 (Fac. Mgmt.); 461267, 461280 (Expo Center); 489892 (Juvenile Court) and 489905 (DVCC).

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

Comments:

- **Statutory Verification of Funding:**

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

PURCHASE REQUISITION NBR: 0000489892

REQUISITION BY: GRACE MACEDO 854-5530 STATUS: READY FOR BUYER PROCESS DATE: 12/22/09
 REASON: ANNUAL PO FOR FY10 FOR 8 MONTHS 02/01/09-10/30/10

SHIP TO LOCATION: GARDNER-BETTS JUVEN JUSTI SUGGESTED VENDOR: 49780 WASTE MANAGEMENT OF TEXAS DELIVER BY DATE: 12/22/09

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	JUVENILE CT 8CU YDS 3X8X5(M-F) 2515 SO. CONGRESS COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES	8.00	MO	1370.9300	10967.44	
2	COA DUMPSTER FEE (JUV. COURT) COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES	12.00	EA	8.0000	96.00	
REQUISITION TOTAL:					11063.44	

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

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	00145135936014	OTHER PURCHASED SERVICES TRANSPORT SERVICES	100.00	10967.44
2	00145135936014	OTHER PURCHASED SERVICES TRANSPORT SERVICES	100.00	96.00
				11063.44

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION BY: LINDA HOLLIS 854-5219
 PURCHASE REQUISITION NBR: 0000489905
 STATUS: READY FOR BUYER PROCESS
 REASON: ROUTINE/REFUSE COLLECTION/FEB 2010-SEPT 2010
 SUGGESTED VENDOR: 49780 WASTE MANAGEMENT OF TEXAS
 DATE: 12/22/09

SHIP TO LOCATION: CORRECTION COMPLEX
 DELIVER BY DATE: 1/01/10

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	BLDG #1 10 CU YDS COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES	1 X 10 X 1	MO	113.7400	909.92	
2	BLDG #2 10CU YDS COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: V1 STOCK NO: 962-039-00045	1X10X2 (M&F)	MO	228.6900	1829.52	
3	BLDG #3 10CU YDS COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: V1 STOCK NO: 962-039-00298	1X10X2 (M & F)	MO	228.6900	1829.52	
4	MAINTENANCE 6CU YDS 1X6X2 M&F COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES		MO	136.7300	1093.84	
5	BUILDING 12 10CU YD COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES	1X10X3 M-W-F	MO	342.4300	2739.44	
6	FISCAL- TCCC 10CU YDS 1X10X1 COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES		MO	113.7400	909.92	
7	PROPERTY BLDG 10CU YDS 1X10X1, COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES		MO	113.7400	909.92	
8	TRAINING 6CU YDS 1X6X2 M&F COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES		MO	136.7300	1093.84	
9	TCT KITCHEN 10CU YDS COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: V1 STOCK NO: 962-039-00467	2X10X6 (MON - SAT)	MO	1370.9300	10967.44	
10	EVIDENCE WAREHOUSE COLLIERBLDG 4CUYD 1X4X1 (FRI) COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: AI STOCK NO: 962-039-00327		MO	45.9800	367.84	
11	MAIN KITCHEN 10 CU YD COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: V1 STOCK NO: 962-039-00335	2 X 10 X 3 (M-W-F)	MO	684.8600	5478.88	
12	HEALTH SVCS BLDG 10CU YD 1X10X2 (M&F) COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: V1 STOCK NO: 962-039-00333		MO	228.6900	1829.52	

PURCHASE REQUISITION NBR: 0000489905
 STATUS: READY FOR BUYER PROCESS
 REQUISITION BY: LINDA HOLLIS 854-5219
 REASON: ROUTINE/REFUSE COLLECTION/FEB 2010-SEPT 2010
 DATE: 12/22/09
 SHIP TO LOCATION: CORRECTION COMPLEX
 SUGGESTED VENDOR: 49780 WASTE MANAGEMENT OF TEXAS
 DELIVER BY DATE: 1/01/10

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
13	COA DUMPESTER FEE - DVCC COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: VI STOCK NO: 962-039-00302	384.00	EA	4.0000	1536.00	
REQUISITION TOTAL:						31495.60

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

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	00137355836014	OTHER PURCHASED SERVICES	100.00	909.92
2	00137355836014	TRANSPORT SERVICES	100.00	1829.52
3	00137355836014	OTHER PURCHASED SERVICES	100.00	1829.52
4	00137355836014	TRANSPORT SERVICES	100.00	1093.84
5	00137355836014	OTHER PURCHASED SERVICES	100.00	2739.44
6	00137355836014	TRANSPORT SERVICES	100.00	909.92
7	00137355836014	OTHER PURCHASED SERVICES	100.00	909.92
8	00137355836014	TRANSPORT SERVICES	100.00	1093.84
9	00137355836014	OTHER PURCHASED SERVICES	100.00	10967.44
10	00137355836014	TRANSPORT SERVICES	100.00	367.84
11	00137355836014	OTHER PURCHASED SERVICES	100.00	5478.88
12	00137355836014	TRANSPORT SERVICES	100.00	1829.52
13	00137355836014	OTHER PURCHASED SERVICES	100.00	1536.00
REQUISITION IS IN THE CURRENT FISCAL YEAR.				31495.60

REQUISITION BY: LYNDA LISCANO 854-93833

PURCHASE REQUISITION NBR: 0000489919

STATUS: AUDITOR APPROVAL
 REASON: PRE-ENCUMBRANCE (CONTRACT EXTENSION)

DATE: 12/22/09

SHIP TO LOCATION: AS INDICATED BELOW

SUGGESTED VENDOR: 49780 WASTE MANAGEMENT OF TEXAS

DELIVER BY DATE: 12/22/09

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

TRK

1 PACE BEND PARK 8CU YDS 5X8X1 8.00 MO 457.3800 3659.04
 COMMODITY: MISCELLANEOUS SERVICES
 SUBCOMMOD: HAULING SERVICES
 INVENTORY BUILDING: AI STOCK NO: 962-039-00029

2 PACE BEND PARK 4 CU YDS 11X4X1 8.00 MO 502.1500 4017.20
 COMMODITY: MISCELLANEOUS SERVICES
 SUBCOMMOD: HAULING SERVICES
 INVENTORY BUILDING: AI STOCK NO: 962-039-00272

3 BOB WENTZ PARK 4CU YDS 4X4X1 8.00 MO 91.9600 735.68
 **SHOULD BE 2X4X1
 COMMODITY: MISCELLANEOUS SERVICES
 SUBCOMMOD: HAULING SERVICES
 INVENTORY BUILDING: AI STOCK NO: 962-039-00030

4 BOB WENTZ PARK 8CU YDS 2X8X1 8.00 MO 182.7100 1461.68
 COMMODITY: MISCELLANEOUS SERVICES
 SUBCOMMOD: HAULING SERVICES
 INVENTORY BUILDING: AI STOCK NO: 962-039-00292

5 CYPRESS PARK 4CU YD 3X4X1 8.00 MO 136.7300 1093.84
 COMMODITY: MISCELLANEOUS SERVICES
 SUBCOMMOD: HAULING SERVICES
 INVENTORY BUILDING: AI STOCK NO: 962-039-00032

6 CYPRESS PARK 8 CU YDS 1X8X1 8.00 MO 91.9600 735.68
 COMMODITY: MISCELLANEOUS SERVICES
 SUBCOMMOD: HAULING SERVICES
 INVENTORY BUILDING: AI STOCK NO: 962-039-00529

7 HIPPIE HOLLOW PARK 8CU YD2X8X1 8.00 MO 91.9600 735.68
 **CHANGED TO 1X8X1
 COMMODITY: MISCELLANEOUS SERVICES
 SUBCOMMOD: HAULING SERVICES
 INVENTORY BUILDING: AI STOCK NO: 962-039-00033

8 MANSFIELD DAM 4CU YDS 4X4X1 8.00 MO 182.7100 1461.68
 COMMODITY: MISCELLANEOUS SERVICES
 SUBCOMMOD: HAULING SERVICES
 INVENTORY BUILDING: AI STOCK NO: 962-039-00034

9 MANSFIELD DAM PARK 8CU YD1X8X1 8.00 MO 91.9600 735.68
 COMMODITY: MISCELLANEOUS SERVICES
 SUBCOMMOD: HAULING SERVICES
 INVENTORY BUILDING: AI STOCK NO: 962-039-00530

10 ARKANSAS BEND 4CU YDS 2X4X1 8.00 MO 91.9600 735.68
 COMMODITY: MISCELLANEOUS SERVICES
 SUBCOMMOD: HAULING SERVICES
 INVENTORY BUILDING: AI STOCK NO: 962-039-00036

PURCHASE REQUISITION NBR: 0000489919

STATUS: AUDITOR APPROVAL
 REASON: PRE-ENCUMBRANCE (CONTRACT EXTENSION)

DATE: 12/22/09

REQUISITION BY: LYNDA LISCANO 854-93833
 SHIP TO LOCATION: AS INDICATED BELOW

SUGGESTED VENDOR: 49780 WASTE MANAGEMENT OF TEXAS

DELIVER BY DATE: 12/22/09

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
11	ARKANSAS BEND PARK 8CUYDS1X8X1 COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: AI STOCK NO: 962-039-00304	8.00	MO	91.9600	735.68	
12	MOYA PARK 8CU YDS 5X8X1 MARCH 16 THRU SEPT 15 COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: AI STOCK NO: 962-039-00294	6.00	MO	457.3800	2744.28	
13	WEBBERVILLE PARK 8 CU YDSNOV 1-FEB 28 (4 MO) 3X8X1 FEBRUARY 2010 COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: AI STOCK NO: 962-039-00860	1.00	MO	274.6700	274.67	
14	DEL VALLE SOFTBALL COMPLEXM 973 8CU YDS 1X8X1 COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: AI STOCK NO: 962-039-00267	8.00	MO	91.9600	735.68	
15	LOOP 360 BOAT RAMP 8CU YD2X8X1, OCT 1- APR 30 FEBRUARY-APRIL 2010 COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: AI STOCK NO: 962-039-00532	3.00	MO	182.7100	548.13	
16	SOUTHEAST METRO PARK 8CU YD 3X8X1 COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: AI STOCK NO: 962-039-00286	8.00	MO	274.6700	2197.36	
17	NORTHEAST METRO PARK 8CU YD 7X8X1 COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: AI STOCK NO: 962-039-00287	8.00	MO	640.0900	5120.72	
18	SANDY CREEK PARK, 9500 LIME CREEK 4CU YD 4X4X1 COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: AI STOCK NO: 962-039-00288	8.00	MO	182.7100	1461.68	
19	DINK PEARSON PARK 4CU YDSLAGO VISTA 1X4X1 COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: AI STOCK NO: 962-039-00463	8.00	MO	45.9800	367.84	
20	MARY QUINLAN PARK 8 CU YD1X8X1, OCT 1- APR 30 FEBRUARY-APRIL 2010 COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: AI STOCK NO: 962-039-00533	3.00	MO	91.9600	275.88	

PURCHASE REQUISITION NBR: 0000489919

REQUISITION BY: LYNDA LISCANO 854-93833

STATUS: AUDITOR APPROVAL
 REASON: PRE-ENCUMBRANCE (CONTRACT EXTENSION)

DATE: 12/22/09

SHIP TO LOCATION: AS INDICATED BELOW

SUGGESTED VENDOR: 49780 WASTE MANAGEMENT OF TEXAS

DELIVER BY DATE: 12/22/09

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
21	MILTON REIMER RANCH PARK DRIPPING SPRINGS, 3X4X1 COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: AI STOCK NO: 962-039-00858	8.00	MO	136.7300	1093.84	
22	EAST METRO PARK, 8 CU YD MANOR, TX, 5 X 8X 1 COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: AI STOCK NO: 962-039-00859	8.00	MO	457.3800	3659.04	
23	BOB WENTZ PARK 4CU YDS 3X4X1 PEAK: 3/1 - 9/30 **CHANGED TO 5X4X1 COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: AI STOCK NO: 962-039-00291	7.00	MO	228.6900	1600.83	
24	LOOP 360 BOAT RAMP 8CU YDMAY 1 - SEPT 30, 2X8X2 COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: AI STOCK NO: 962-039-00295	5.00	MO	365.4200	1827.10	
25	MANSFIELD DAM PARK 4CU YDSX4X1 PEAK SEASN 3/1-9/30 COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: AI STOCK NO: 962-039-00531	7.00	MO	228.6900	1600.83	
26	MARY QUINLAN PARK, 1X8X2 8CU YDS, MAY 1 - SEPT 30 COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: AI STOCK NO: 962-039-00464	5.00	MO	182.7100	913.55	
27	MOYA PARK 8CU YDS 4X8X1 (SEPT 16-MARCH 15) FEBRUARY-MARCH 15, 2010 COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: AI STOCK NO: 962-039-01021	1.50	MO	367.8400	551.76	
28	PACEBEND (PEAK) 24X4X1 ADD'L DUMPSTERS: 3/1-9/30 COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: AI STOCK NO: 962-039-00035	7.00	MO	1096.1500	7673.05	
29	WEBBERVILLE PARK 8CU YDS MAR 1-OCT 31 (8 MO) 5X8X1 MARCH-SEPT 2010 COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: AI STOCK NO: 962-039-00038	7.00	MO	457.3800	3201.66	
30	HIPPIE HOLLOW PARK 8CU YDIX8X1 (3/1-9/30) COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES	7.00	MO	91.9600	643.72	

PURCHASE REQUISITION NBR: 0000489919
 STATUS: AUDITOR APPROVAL
 REQUISITION BY: LYNDA LISCANO 854-93833 REASON: PRE-ENCUMBRANCE (CONTRACT EXTENSION)
 DATE: 12/22/09

SHIP TO LOCATION: AS INDICATED BELOW SUGGESTED VENDOR: 49780 WASTE MANAGEMENT OF TEXAS DELIVER BY DATE: 12/22/09

LINE NBR	DESCRIPTION	QUANTITY UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
31	MOYA PARK 8CU YDS 4X8X1 (SEPT 16-MARCH 15) PRO-RATED FROM SEPT 16-SEPT 30, 2010 COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES	.50	MO 367.8400	183.92	
32	COA DUMPSTER FEE (TNR) ESTIMATED QTYs ***** FOR SERVICES FROM FEBRUARY 2010-SEPTEMBER 2010 PARTIAL PAYMENTS WILL BE PROCESSED AGAINST THIS REQUEST. COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: AI STOCK NO: 962-039-00303	241.00	EA 4.0000	964.00	

REQUISITION TOTAL: 53747.06

LINE #	ACCOUNT	PROJECT	PERCENT	AMOUNT
1	00149456316014	OTHER PURCHASED SERVICES TRANSPORT SERVICES WPS003	100.00	3659.04
2	00149456316014	OTHER PURCHASED SERVICES TRANSPORT SERVICES WPS003	100.00	4017.20
3	00149456316014	OTHER PURCHASED SERVICES TRANSPORT SERVICES WPN003	100.00	735.68
4	00149456316014	OTHER PURCHASED SERVICES TRANSPORT SERVICES WPN003	100.00	1461.68
5	00149456316014	OTHER PURCHASED SERVICES TRANSPORT SERVICES WPN004	100.00	1093.84
6	00149456316014	OTHER PURCHASED SERVICES TRANSPORT SERVICES WPN004	100.00	735.68
7	00149456316014	OTHER PURCHASED SERVICES TRANSPORT SERVICES WPN008	100.00	735.68
8	00149456316014	OTHER PURCHASED SERVICES TRANSPORT SERVICES WPN010	100.00	1461.68
9	00149456316014	OTHER PURCHASED SERVICES TRANSPORT SERVICES WPN010	100.00	735.68
10	00149456316014	OTHER PURCHASED SERVICES TRANSPORT SERVICES WPN002	100.00	735.68
11	00149456316014	OTHER PURCHASED SERVICES TRANSPORT SERVICES WPN002	100.00	735.68
12	00149456316014	OTHER PURCHASED SERVICES TRANSPORT SERVICES WPE005	100.00	2744.28
13	00149456316014	OTHER PURCHASED SERVICES TRANSPORT SERVICES WPE007	100.00	274.67

PURCHASE REQUISITION NBR: 0000489919
 STATUS: AUDITOR APPROVAL
 REASON: PRE-ENCUMBRANCE (CONTRACT EXTENSION)
 DATE: 12/22/09

SHIP TO LOCATION: AS INDICATED BELOW
 SUGGESTED VENDOR: 49780 WASTE MANAGEMENT OF TEXAS
 DELIVER BY DATE: 12/22/09

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER	AMOUNT
14	00149456316014						
	OTHER PURCHASED SERVICES						
	TRANSPORT SERVICES						
	PROJECT						
	WPE003						100.00
	Del Valle Softball Complex						735.68
15	00149456316014						
	OTHER PURCHASED SERVICES						
	TRANSPORT SERVICES						
	WPS002						100.00
	Loop 360						548.13
16	00149456316014						
	OTHER PURCHASED SERVICES						
	TRANSPORT SERVICES						
	WPE009						100.00
	Southeast Metro Park						2197.36
17	00149456316014						
	OTHER PURCHASED SERVICES						
	TRANSPORT SERVICES						
	WPE008						100.00
	Northeast Metro Park						5120.72
18	00149456316014						
	OTHER PURCHASED SERVICES						
	TRANSPORT SERVICES						
	WPN013						100.00
	Sandy Creek Park						1461.68
19	00149456316014						
	OTHER PURCHASED SERVICES						
	TRANSPORT SERVICES						
	WPN006						100.00
	Dink Pearson Park						367.84
20	00149456316014						
	OTHER PURCHASED SERVICES						
	TRANSPORT SERVICES						
	WPN011						100.00
	Mary Quinlan Park						275.88
21	00149456316014						
	OTHER PURCHASED SERVICES						
	TRANSPORT SERVICES						
	WPS010						100.00
	Milton Reimers Ranch Park						1093.84
22	00149456316014						
	OTHER PURCHASED SERVICES						
	TRANSPORT SERVICES						
	WPE010						100.00
	East Metro Park						3659.04
23	00149456316014						
	OTHER PURCHASED SERVICES						
	TRANSPORT SERVICES						
	WPN003						100.00
	Bob wentz @ Windy Point						1600.83
24	00149456316014						
	OTHER PURCHASED SERVICES						
	TRANSPORT SERVICES						
	WPS002						100.00
	Loop 360						1827.10
25	00149456316014						
	OTHER PURCHASED SERVICES						
	TRANSPORT SERVICES						
	WPN010						100.00
	Mansfield Dam Park						1600.83
26	00149456316014						
	OTHER PURCHASED SERVICES						
	TRANSPORT SERVICES						
	WPN011						100.00
	Mary Quinlan Park						913.55
27	00149456316014						
	OTHER PURCHASED SERVICES						
	TRANSPORT SERVICES						
	WPE005						100.00
	Richard Moya Park						551.76
28	00149456316014						
	OTHER PURCHASED SERVICES						
	TRANSPORT SERVICES						
	WPS003						100.00
	Pace Bend Park						7673.05
29	00149456316014						
	OTHER PURCHASED SERVICES						
	TRANSPORT SERVICES						
	WPE007						100.00
	Webberville Park						3201.66
30	00149456316014						
	OTHER PURCHASED SERVICES						
	TRANSPORT SERVICES						
	WPN008						100.00
	Hipdie Hollow Park						643.72
31	00149456316014						
	OTHER PURCHASED SERVICES						
	TRANSPORT SERVICES						
	WPE005						100.00
	Richard Moya Park						183.92
32	00149456316014						
	OTHER PURCHASED SERVICES						
	TRANSPORT SERVICES						
	WPM0XX						100.00
	Multiple Parks						964.00

537747.06

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

PURCHASE REQUISITION NBR: 0000489919

REQUISITION BY: LYNDA LISCANO 854-93833

STATUS: AUDITOR APPROVAL
REASON: PRE-ENCUMBRANCE (CONTRACT EXTENSION)

DATE: 12/22/09

SHIP TO LOCATION: AS INDICATED BELOW

SUGGESTED VENDOR: 49780 WASTE MANAGEMENT OF TEXAS

DELIVER BY DATE: 12/22/09

REQUISITION COMMENTS:

20091222 PRE-ENCUMBERMENT CONTRACT EXTENTION
THANK YOU
12/31/9 RETURNED.GMC

PURCHASE REQUISITION NBR: 00000490349
 STATUS: READY FOR BUYER PROCESS
 REASON: ROUTINE
 DATE: 12/30/09

REQUISITION BY: BARBARA WARREN 854-9536
 SHIP TO LOCATION: FACILITIES MANAGEMENT
 SUGGESTED VENDOR: 49780 WASTE MANAGEMENT OF TEXAS
 DELIVER BY DATE: 12/30/09

1	USB/HOLT 4CU YDS 2X4X2 1010 LAVACA FOR PERIOD FEB - SEPTEMBER 2010. COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: FE STOCK NO: 962-039-00056	8.00	MO	182.7100	1461.68
2	COURTHOUSE 6CU YDS (VIP) 1X6X3 1000 GUADALUPE COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: FE STOCK NO: 962-039-00058	8.00	MO	617.1000	4936.80
3	EAST RURAL COMM CTR 6CU 2X6X1 600 CARRIE MANOR COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: FE STOCK NO: 962-039-00060	8.00	MO	136.7300	1093.84
4	STH RURAL COMM CTR 3CU YD1X3X1 3518 FM 973 DELVALL COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: FE STOCK NO: 962-039-00062	8.00	MO	33.8800	271.04
5	POST RD BLDG 6CU YDS LONG1X6X2 2201 POST RD COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: FE STOCK NO: 962-039-00064	8.00	MO	136.7300	1093.84
6	ADMIN BLDG 6CU YDS 1X6X3 314 W 11TH ST COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: FE STOCK NO: 962-039-00065	8.00	MO	205.7000	1645.60
7	EXEC OFC BLDG 4CU YDS 1X4X2 411 W 13TH ST COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: FE STOCK NO: 962-039-00068	8.00	MO	91.9600	735.68
8	PRECINCT 1 3CU YDS 1X3X1 1811 SPRINGDALE COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: FE STOCK NO: 962-039-00069	8.00	MO	33.8800	271.04
9	PRECINCT 2 4CU YDS 1X4X110409 BURNET RD COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: FE STOCK NO: 962-039-00070	8.00	MO	45.9800	367.84
10	MEDICAL EXAMINER 1X3X2 1213 SABINE STREET COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: FE STOCK NO: 962-039-00261	8.00	MO	68.9700	551.76
11	HOUSING SVCS 8 CU YDS 1X8X2 5021E CESAR CHAVEZ COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: FE STOCK NO: 962-039-00264	8.00	MO	182.7100	1461.68

PURCHASE REQUISITION NBR: 0000490349
 STATUS: READY FOR BUYER PROCESS
 REASON: ROUTINE
 DATE: 12/30/09

SHIP TO LOCATION: FACILITIES MANAGEMENT
 SUGGESTED VENDOR: 49780 WASTE MANAGEMENT OF TEXAS
 DELIVER BY DATE: 12/30/09

12	SMITH RD BLDG 6CU YD COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: FE STOCK NO: 962-039-00265	1600 SMITH ROAD 2X6X1	8.00	MO	136.7300	1093.84
13	STAR FLIGHT 3CUYD 1X3X1 COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: FE STOCK NO: 962-039-00281	7800 OLD MANOR RD	8.00	MO	33.8800	271.04
14	WEST COMMAND CTR 4CU YDS COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: FE STOCK NO: 962-039-00334	HUDSON BEND RD 1X4X2(M&T)	8.00	MO	91.9600	735.68
15	CRIMINAL JUSTICE CENTER COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: FE STOCK NO: 962-039-00460	509 W 11 ST, 4CU YD 2X4X6	8.00	MO	548.1300	4385.04
16	COLLIER LAW ENFORCEMENT CTR COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: FE STOCK NO: 962-039-00461	40CU YD COMP BOX MTH RENT	8.00	MO	181.5000	1452.00
17	AIRPORT BLVD, 6 CU YDS COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: FE STOCK NO: 962-039-00526	5501 AIRPORT BLVD, 1X6X5	8.00	MO	342.4300	2739.44
18	NRCC/CLINIC/TAX OFFICE COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: FE STOCK NO: 962-039-00528	PFLUGERVILL 1X6X2 (T & T)	8.00	MO	136.7300	1093.84
19	PRECINCT 4 BLDG, 1 X 6 COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: FE STOCK NO: 962-039-00539	X24011 MCKINNEY FALLS, 6CY	8.00	MO	136.7300	1093.84
20	PCT 3 BLDG NRCC & CLINIC COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: FE STOCK NO: 962-039-00695	COMPLEX 6CY 1X6X2 (T & T)	8.00	MO	136.7300	1093.84
21	SMART FACILITY, DVCC COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: FE STOCK NO: 962-039-00696	FM 973, 8CU YDS, 1X8X5	8.00	MO	457.3800	3659.04
22	5555 AIRPORT BLVD 6 CU COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: FE STOCK NO: 962-039-01019	YD1X6X2 KEITH RUIZ BLDG	8.00	MO	136.7300	1093.84

PURCHASE REQUISITION NBR: 0000490349
 STATUS: READY FOR BUYER PROCESS
 REASON: ROUTINE
 DATE: 12/30/09

SHIP TO LOCATION: FACILITIES MANAGEMENT
 SUGGESTED VENDOR: 49780 WASTE MANAGEMENT OF TEXAS
 DELIVER BY DATE: 12/30/09

LINE #	ACCOUNT	PROJECT	A C C O U N T	I N F O R M A T I O N	AMOUNT
23	RUSK BLDG, 910 LAVACA COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: FE STOCK NO: 962-039-01635				735.68
24	EAST SIDE SERVICE CENTER 10700 FM 969 2X6X2 COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: FE STOCK NO: 962-039-01636				2187.68
25	COA DUMPSTER FEE (FAC. MGMT) COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: FE STOCK NO: 962-039-00268				776.00
26	SO. CONGRESS BLDG, 6 CUYD2501 S CONGRESS, 1X6X2 COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: FE STOCK NO: 962-039-01014				1093.84
27	TNR SAT #2 4CU YDS 1X4X2 4501 FM 620 NORTH COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: FE STOCK NO: 962-039-00040				735.68
28	TNR SAT #3 8CU YDS 1X8X1 14624 HAMILTON POOL COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: FE STOCK NO: 962-039-00041				735.68
29	PALM SQ 3CU YDS 1X3X2 100 IH 35 NORTH COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: FE STOCK NO: 962-039-00055				551.76
REQUISITION TOTAL:					39418.56

LINE #	ACCOUNT	PROJECT	A C C O U N T	I N F O R M A T I O N	AMOUNT
1	00114035256014	OTHER PURCHASED SERVICES			1461.68
2	00114035256014	TRANSPORT SERVICES			4936.80
3	00114035256014	TRANSPORT SERVICES			1093.84

PURCHASE REQUISITION NBR: 0000490349
 STATUS: READY FOR BUYER PROCESS
 REASON: ROUTINE
 DATE: 12/30/09

SHIP TO LOCATION: FACILITIES MANAGEMENT
 SUGGESTED VENDOR: 49780 WASTE MANAGEMENT OF TEXAS
 DELIVER BY DATE: 12/30/09

REQUISITION COMMENTS:

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

LINE #	ACCOUNT	PROJECT	%	AMOUNT
4	00114035256014	OTHER PURCHASED SERVICES	100.00	271.04
		TRANSPORT SERVICES		
5	00114035256014	OTHER PURCHASED SERVICES	100.00	1093.84
		TRANSPORT SERVICES		
6	00114035256014	OTHER PURCHASED SERVICES	100.00	1645.60
		TRANSPORT SERVICES		
7	00114035256014	OTHER PURCHASED SERVICES	100.00	735.68
		TRANSPORT SERVICES		
8	00114035256014	OTHER PURCHASED SERVICES	100.00	271.04
		TRANSPORT SERVICES		
9	00114035256014	OTHER PURCHASED SERVICES	100.00	367.84
		TRANSPORT SERVICES		
10	00114035256014	OTHER PURCHASED SERVICES	100.00	551.76
		TRANSPORT SERVICES		
11	00114035256014	OTHER PURCHASED SERVICES	100.00	1461.68
		TRANSPORT SERVICES		
12	00114035256014	OTHER PURCHASED SERVICES	100.00	1093.84
		TRANSPORT SERVICES		
13	00114035256014	OTHER PURCHASED SERVICES	100.00	271.04
		TRANSPORT SERVICES		
14	00114035256014	OTHER PURCHASED SERVICES	100.00	735.68
		TRANSPORT SERVICES		
15	00114035256014	OTHER PURCHASED SERVICES	100.00	4385.04
		TRANSPORT SERVICES		
16	00114035256014	OTHER PURCHASED SERVICES	100.00	1452.00
		TRANSPORT SERVICES		
17	00114035256014	OTHER PURCHASED SERVICES	100.00	2739.44
		TRANSPORT SERVICES		
18	00114035256014	OTHER PURCHASED SERVICES	100.00	1093.84
		TRANSPORT SERVICES		
19	00114035256014	OTHER PURCHASED SERVICES	100.00	1093.84
		TRANSPORT SERVICES		
20	00114035256014	OTHER PURCHASED SERVICES	100.00	1093.84
		TRANSPORT SERVICES		
21	00114035256014	OTHER PURCHASED SERVICES	100.00	3659.04
		TRANSPORT SERVICES		
22	00114035256014	OTHER PURCHASED SERVICES	100.00	1093.84
		TRANSPORT SERVICES		
23	00114035256014	OTHER PURCHASED SERVICES	100.00	735.68
		TRANSPORT SERVICES		
24	00114035256014	OTHER PURCHASED SERVICES	100.00	2187.68
		TRANSPORT SERVICES		
25	00114035256014	OTHER PURCHASED SERVICES	100.00	776.00
		TRANSPORT SERVICES		
26	00114035256014	OTHER PURCHASED SERVICES	100.00	1093.84
		TRANSPORT SERVICES		

PURCHASE REQUISITION NBR: 0000490349
 STATUS: READY FOR BUYER PROCESS
 REQUISITION BY: BARBARA WARREN 854-9536
 REASON: ROUTINE
 SUGGESTED VENDOR: 49780 WASTE MANAGEMENT OF TEXAS
 DELIVER BY DATE: 12/30/09

REQUISITION COMMENTS:

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

LINE #	ACCOUNT	PROJECT	%	AMOUNT
27	00114035256014	OTHER PURCHASED SERVICES TRANSPORT SERVICES	100.00	735.68
28	00114035256014	OTHER PURCHASED SERVICES TRANSPORT SERVICES	100.00	735.68
29	00114035256014	OTHER PURCHASED SERVICES TRANSPORT SERVICES	100.00	551.76

39418.56

REQUISITION IS IN THE CURRENT FISCAL YEAR.

TRAVIS COUNTY POC:RONY 854-4781 OR 844-3936

PURCHASE REQUISITION NBR: 0000490372

REQUISITION BY: JON PEEPLES 854-9383

STATUS: READY FOR BUYER PROCESS
 REASON: ATTN: LOLLY MODIFICATION TO PO# 432471

DATE: 12/31/09

SHIP TO LOCATION: TNR - SATELLITE TWO

SUGGESTED VENDOR: 49780 WASTE MANAGEMENT OF TEXAS

DELIVER BY DATE: 12/31/09

LINE NBR	DESCRIPTION	QUANTITY UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER	
1	SOLID WASTE TRANS STATIONFM1431 40CU YD 1X40X1-TUE COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: HAULING SERVICES INVENTORY BUILDING: I3 STOCK NO: 962-039-00289	12.00	EA	453.7500	5445.00	

REQUISITION TOTAL: 5445.00

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

LINE #	ACCOUNT	PROJECT	AMOUNT
1	00149856216014	OTHER PURCHASED SERVICES TRANSPORT SERVICES	5445.00
			100.00

5445.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

20091231 RT

MODIFICATION OF CONTRACT NUMBER: 07T000040J-Refuse Collection PAGE 1 OF 9 PAGES

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: Oralia Jones TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: January 12, 2009
ISSUED TO: Waste Management, Inc. Attn: Mr. Jason Kjar 1777 NE Loop 410, Suite 1001 San Antonio, Texas 78217	MODIFICATION NO.: 15	EXECUTED DATE OF ORIGINAL CONTRACT: February 1, 2007
ORIGINAL CONTRACT TERM DATES: <u>February 1, 2007 through January 31, 2008</u>		CURRENT CONTRACT TERM DATES: <u>February 1, 2010 through January 31, 2011</u>

FOR TRAVIS COUNTY INTERNAL USE ONLY:
 Original Contract Amount: \$ 182,892.00 (Estimated) Current Modified Amount \$ 214,955.73 (Estimated)

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

1. The contract period is changed from: February 1, 2007 through January 31, 2010, to: February 1, 2007 through January 31, 2011.
2. The attached revised Bid Item Schedule will be effective February 1, 2010 through January 31, 2011.
3. The contract amount is changed from \$204,288.37 (Estimated) (as shown in Mod 10), to: \$214,955.73 (Estimated), an increase of \$10,667.36.

NOTE: A vertical black line located at the end of a location on the attached list denotes changed or added container sizes and/or services.

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

LEGAL BUSINESS NAME: _____

BY: _____

SIGNATURE _____

BY: _____

PRINT NAME _____

TITLE: _____

ITS DUTY AUTHORIZED AGENT _____

TRAVIS COUNTY, TEXAS _____

BY: _____

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

TRAVIS COUNTY, TEXAS _____

DATE: _____

DATE: _____

DATE: _____

- DBA
- CORPORATION
- OTHER

COPY

BY: _____
 SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE

DATE: _____

PART III-SCHEDULE OF ITEMS

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

ITEM NO.	LOCATION	QTY. UNIT	SIZE OF CONTAINER	*PICK-UP SERVICES	MONTHLY AMOUNT	ANNUAL AMOUNT
<u>GROUP - A - FACILITIES MANAGEMENT</u>						
1.	Travis County Courthouse 1000 Guadalupe	12/MO	6 cu-yds – VIP	1 x 6 x 3	\$ 617.10	\$ 7,405.20
2.	Criminal Justice Center 500 West 10th Street	12/MO	4 cu-yds	2 x 4 x 6	\$ 548.13	\$ 6,577.56
3.	Travis County Administration 314 West 11th Street	12/MO	6 cu-yds	1 x 6 x 3	\$ 205.70	\$ 2,468.40
4.	U.S.B./Holt 1010 Lavaca	12/MO	4 cu-yds	2 x 4 x 2	\$ 182.71	\$ 2,192.52
5.	Executive Office Building 411 West 13th Street	12/MO	4 cu-yds	1 x 4 x 2	\$ 91.96	\$ 1,103.52
6.	Medical Examiner 1213 Sabine Street	12/MO	3 cu-yds	1 x 3 x 2	\$ 68.97	\$ 827.64
7.	Palm Square Building 100 IH-35 North	12/MO	3 cu-yds	1 x 3 x 2	\$ 68.97	\$ 827.64
8.	Post Road Building 2201 Post Road	12/MO	6 cu-yds	1 x 6 x 2	\$ 136.73	\$ 1,640.76
9.	Housing Services 5021 East Cesar Chavez	12/MO	8 cu-yds	1 x 8 x 2	\$ 182.71	\$ 2,192.52
10.	Smith Road Building 1600 Smith Road	12/MO	6 cu-yds	1 x 6 x 1	\$ 136.73	\$ 1,640.76
11.	Precinct # 1 1811 Springdale Road	12/MO	3 cu-yds	1 x 3 x 1	\$ 33.88	\$ 406.56
12.	Precinct # 2 10409 Burnet Road	12/MO	4 cu-yds	1 x 4 x 1	\$ 45.98	\$ 551.76
13.	Eastside Service Center 10700 FM 969	12/MO	6 cu-yds	2 x 6 x 2	\$ 273.46	\$ 3,281.52
14.	TNR Satellite # 2 4501 FM 620 North	12/MO	4 cu-yds	1 x 4 x 2	\$ 91.96	\$ 1,103.52

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

PART III - SCHEDULE OF ITEMS cont.

ITEM NO.	LOCATION	QTY. UNIT	SIZE OF CONTAINER	*PICK-UP SERVICES	MONTHLY AMOUNT	ANNUAL AMOUNT
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GROUP - A - FACILITIES MANAGEMENT, cont.

15.	TNR Satellite # 3 14624 Hamilton Pool Road	12/MO	8 cu-yds	1 x 8 x 1	\$ 91.96	\$ 1,103.52
16.	SMART Facility FM 973, Del Valle, TX	12/MO	8 cu-yds	1 x 8 x 5	\$ 457.38	\$ 5,488.56
17.	East Rural Community Center 600 Carrie Manor Road	12/MO	6 cu-yds	2 x 6 x 1	\$ 136.73	\$ 1,640.76
18.	South Rural Community Center 3518 FM 973, Del Valle, Texas	12/MO	3 cu-yds	1 x 3 x 1	\$ 33.88	\$ 406.56
19.	Star Flight 7800 Old Manor Road	12/MO	3 cu-yds	1 x 3 x 1	\$ 33.88	\$ 406.56
20.	Collier Law Enforcement Center 7811 Burluson – Manor Road	12/MO	40 cu-yds Compactor Box	Monthly Rental	\$ 181.50	\$ 2,178.00
21.	West Command Center 3800 Hudson Bend	12/MO	4 cu-yds	1 x 4 x 2 Mon & Thurs	\$ 91.96	\$ 1,103.52
22.	Airport Blvd. 5501 Airport Blvd.	12/MO	6 cu-yds	1 x 6 x 5	\$ 342.43	\$ 4,109.16
23.	Precinct 4 Office Bldg 4011 McKinney Falls	12/MO	6 cu-yds	1 x 6 x 2	\$ 136.73	\$ 1,640.76
24.	NRCC/Clinic/Tax Office 15822Football Farms Lp Pflugerville	12/MO	6 cu-yds	1 x 6 x 2 Tues & Thurs	\$ 136.73	\$ 1,640.76
25.	Precinct 3 Office Complex 8656-B Hwy 71 West	12/MO	6 cu-yds	1 x 6 x 2 Tues & Thurs	\$ 136.73	\$ 1,640.76
26.	South Congress Bldg 2501 South Congress	12/MO	6 cu-yds	1 x 6 x 2	\$ 136.73	\$ 1,640.76
27.	Exposition Center 7311 Decker Lane	12/MO	40 cu-yds Roll-OFF	Per Call Basis	\$ 453.75	*N/I
28.	City of Austin Dumpster Fee Per Container per Month	12/MO			\$ 4.00	Based on No. of Containers
29.	Compactor, self-contained (County owned)	12/MO		Per Call Basis	\$ 453.75	* N/I Per Pull
30.	Excess tonnage rate over 10 tons, as needed			Per Ton	\$ 24.20	* N/I
31.	Keith Ruiz Bldg. 5555 Airport Blvd.	12/MO	6 cu-yds	1 x 6 x 2	\$ 136.73	\$ 1,640.76

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

PART III - SCHEDULE OF ITEMS cont.

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

TOTAL AMOUNT GROUP - A - FACILITIES MANAGEMENT \$ 57,963.84
ITEM 1 THROUGH 32

* N/A - Not included in total amount.

NOTE: The VIP containers are Compactors - 6 cubic yard front - end Loading Marathon Vari - Pack at 1000 Guadalupe.

The 40 Cubic Yard Compactor is a roll off receiving box at 7811 Burleson-Mannor Road, with an estimated six (6) pick-ups January through December.

PART III - SCHEDULE OF ITEMS cont.

GROUP - B - TRANSPORTATION & NATURAL RESOURCES PARKS DEPARTMENT (TNR)

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

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

PART III - SCHEDULE OF ITEMS cont.

GROUP - B - TRANSPORTATION & NATURAL RESOURCES PARKS DEPARTMENT (TNR), cont.

ITEM NO.	LOCATION	QTY. UNIT	SIZE OF CONTAINER	*PICK-UP SERVICES	MONTHLY AMOUNT	ANNUAL AMOUNT
20.	Sandy Creek Park 9500 Lime Creek Rd, Leander, Tx	12/MO	4 cu-yds	4 x 4 x 1	\$ 182.71	\$ 2,192.52
21.	Milton Reimer Ranch Park 23610 Hamilton Pool Road Dripping Springs, Tx 78620	12/MO	4 cu-yds	3 x 4 x 1	\$ 136.73	\$ 1,640.76
22.	Dink Pearson Park 301 Lohmans Ford Lago Vista	12/MO	4 cu-yds	1 x 4 x 1	\$ 45.98	\$ 551.76
23.	Mary Quinlan Park May through September	5/MO	8 cu-yds	1 x 8 x 2	\$ 182.71	\$ 913.55
24.	Mary Quinlan Park October through April	7/MO	8 cu-yds	1 x 8 x 1	\$ 91.96	\$ 643.72
25.	Solid Waste Transfer Station FM 1431, 1.5 miles West of 183	52/WK	*40 cu-yds	1 x 40 x 1 (Tues.)	\$ 453.75	\$ 23,595.00
26.	Del Valle Softball Complex 3614 FM 973	12/MO	8 cu-yds	1 x 8 x 1	\$ 91.96	\$ 1,103.52
27.	East Metro Park 18701 Blake Manor Road Manor, TX 78635	12/MO	8 cu-yds	5 x 8 x 1	\$ 457.38	\$ 5,488.56
28.	City of Austin Dumpster Fee per Container	12/MO			\$ 4.00	Based on the No. of Containers *N/I
29.	Moya Park (Sept 16 - March 15)	6/MO	8 cu-yds	4 x 8 x 1	\$ 367.84	\$ 2,207.04
30.	Hippie Hollow (During Peak season, March 1 thru Sept 30)	7/MO	8 cu-yds	1 x 8 x 1	\$ 91.96	\$ 643.72
TOTAL AMOUNT GROUP- B - TNR PARKS ITEM 1 THROUGH 30						\$ 95,604.33

*N/I - Not included in total amount.

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

- a. at 3:00 p.m.
- b. at 3:00 p.m.
- c. July 4th pick-up on Monday
- d. Labor Day pick-up on Monday

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

Updated 11-1-11

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

PART III - SCHEDULE OF ITEMS cont.

GROUP - C - CORRECTIONAL COMPLEX
3614 BILL PRICE ROAD - FM 973
DEL VALLE, TEXAS

ITEM NO.	LOCATION	QTY. UNIT	SIZE OF CONTAINER	*PICK-UP SERVICES	MONTHLY AMOUNT	ANNUAL AMOUNT
1.	Building # 1	12/MO	10 cu - yds	1 x 10 x 1	\$ 113.74	\$ 1,364.88
2.	Building # 2	12/MO	10 cu - yds	1 x 10 x 2 (Mon & Fri)	\$ 228.69	\$ 2,744.28
3.	Building # 3	12/MO	10 cu - yds	1 x 10 x 2 (Mon & Fri)	\$ 228.69	\$ 2,744.28
4.	Maintenance	12/MO	6 cu - yds	1 x 6 x 2 (Mon & Fri)	\$ 136.73	\$ 1,640.76
5.	Building 12	12/MO	10 cu - yds	1 x 10 x 3 (M - W - F)	\$ 342.43	\$ 4,109.16
6.	Fiscal	12/MO	10 cu - yds	1 x 10 x 1	\$ 113.74	\$ 1,364.88
7.	Property	12/MO	10 cu - yds	1 x 10 x 1	\$ 113.74	\$ 1,364.88
8.	Training	12/MO	6 cu - yds	1 x 6 x 2 (Mon & Fri)	\$ 136.73	\$ 1,640.76
9.	TCI Kitchen 500 W. 11 th Street	12/MO	10 cu - yds	2 x 10 x 6 (Mon thru Sat)	\$ 1,370.93	\$16,451.16
10.	Evidence Warehouse Collier Bldg. 7811 Burleson Manor Rd.	12/MO	4 cu - yds	1 x 4 x 1 (Friday)	\$ 45.98	\$ 551.76
11.	Main Kitchen	12/MO	10 cu - yds	2 x 10 x 3 (M - W - F)	\$ 684.86	\$ 8,218.32
12.	Health Services Building	12/MO	10 cu - yds	1 x 10 x 2 (Mon & Fri)	\$ 228.69	\$ 2,744.28

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

PART III - SCHEDULE OF ITEMS cont.

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

13.	City of Austin Dumpster Fee	12/MO			\$ 4.00	Based on the No. Of Containers
	Per Container per month					* N/I

TOTAL AMOUNT GROUP- C - CORRECTIONAL COMPLEX
ITEM 1 THROUGH 13 \$ 44,939.40

*N/I - Not included in total amount.

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

GROUP - D - GARDNER BETTS JUVENILE JUSTICE COMPLEX

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

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

*N/I - Not included in total amount.

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

PART III - SCHEDULE OF ITEMS cont.

ITEM NO.	SIZE CONTAINER	ADDITIONAL PICK-UPS PER UNIT
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GROUP - F - UNIT PRICE FOR ADDITIONAL PICK - UPS:

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

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

NOTE: The VIP containers are Compactors – 6 cubic yard front – end Loading Marathon Vari – Pack.
The 40 Cubic Yard Compactor is a roll off receiving box.
Each additional pick-up will require a purchase order from the using department, issued by the Purchasing Office.

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

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Please consider the following item for: (fill in date of meeting)

DATE OF VOTING SESSION: 1/19/10

A. REQUEST MADE BY: RON DAVIS
(Elected/Appointed Official/Executive Mgr/County Attorney)

B. REQUESTED TEXT:

RECEIVE A PRESENTATION BY REPRESENTATIVES FROM THE CITY OF MANOR ON THEIR "MANOR LABS" PUBLIC INPUT AND RECOMMENDATION SYSTEM.


COUNTY JUDGE OR COMMISSIONER

A. Any backup material to be presented to the Court must be submitted with this Agenda Request (Original(s) & 8 copies).

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

REQUIRED AUTHORIZATIONS: PLEASE CHECK IF APPLICABLE:

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

PURCHASING OFFICE (854-9700)

Bid, Purchase Contract, Request for Proposals

COUNTY ATTORNEY'S OFFICE (854-9415)

Contract, Agreement, Policy & Procedure

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

RECEIVED
COUNTY JUDGE'S OFFICE
10 JAN -5 PM 3:55

23-year-old techie puts Manor on map

Assistant city manager has helped steer projects recognized by White House.

By **Suzannah Gonzales**
AMERICAN-STATESMAN STAFF

Published: 8:30 p.m. Sunday, Jan. 3, 2010

For years, Manor wasn't known for much. There's Manor Downs, a horse track that draws visitors and competitors from across the country. There's Manor Cafe 290, a destination for Republic of Texas Biker Rally attendees. Several movies have been filmed there Leonardo DiCaprio celebrated his 18th birthday in Manor but those didn't garner the town much attention, either.

So it may have been a surprise for many to see the former farming town of about 6,000 turn up recently on the White House Web site featuring, of all things, the city's technology initiatives.

After introducing an innovative way to promote tourism using cell phone cameras and launching Manor Labs, a user-driven, online research and development project, Manor is emerging from under the shadow of its much larger, tech-savvy neighbor 12 miles to the west.

Behind it all is 23-year-old Dustin Haisler, a self-described techie with a passion for business who was named assistant city manager last month and who also serves as Manor's chief information officer, municipal judge, finance director and city secretary.

The city was recognized with a Best of Texas award for most innovative use of technology in 2008 from the Center for Digital Government, a national information technology group.

Haisler was recognized as one of the 2009 Doers, Dreamers and Drivers by Government Technology Magazine.

And he has given several presentations on Manor's projects in and out of state, including at last year's South by Southwest Interactive Conference and Festival.

"He's young, visionary, and we're pleased to be working with him and the City of Manor," said Hutch Carpenter of Spigit Inc., a California company that Manor joined with to set up Manor Labs, which is part of a Stanford University initiative that costs the city nothing.

The tourism project uses black-and-white digitized images as large as 4 feet by 4 feet posted at two dozen landmarks throughout town that act like bar codes that can be read using a cell phone camera.

The phone interprets a hyperlink embedded in the code and opens a Web page with information about that particular locale. City officials have dubbed the codes "digital stops" and the collection of them the "SMARTour."

For those in Manor who are aware of Haisler's work, City Manager Phil Tate says the attitude is, "God, how lucky is this town to have him, and how can we hang on to him?"

But Haisler says he isn't going anywhere. While he has turned down several job offers, the father of nearly three — his wife is due in February — says he's happy working in Manor.

"I have no intentions to leave Manor," said Haisler, who lives in neighboring Elgin, where his family has

roots dating back to the 1800s. "It's close to home. We have a lot of good partnerships. We have the ability to help other agencies from here."

Working in Manor was Haisler's first stint in government. His first paying job was at 14, when he did data entry and then technology consulting in Elgin. He came to Manor after working at a couple of banks.

Haisler also serves on the steering committee of Code for America, a new program promoting ways for cities to use the Web to be more effective and efficient.

And last month, he graduated with a bachelor's in business administration from LeTourneau University in Longview, where he took night classes and online classes while working full time.

Haisler counts consolidating the city's computer operating systems as his biggest accomplishment in Manor, saying that laid the groundwork for future projects. He says he wants to continue to find innovative ways to get things done.

"We've got enough projects to keep us going for years," Tate said.

It starts with a mindset, Haisler said. Politics and bureaucracy can prevent innovation from happening. But in Manor, he said, "the innovation mentality is across the board."

"It takes a lot of people to get these (ideas) off the ground," Haisler said modestly. "I can't take credit for any one project. I'm just kind of the one who connects the dots."

sgonzales@statesman.com; 445-3616

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<http://www.statesman.com/news/texas/23-year-old-techie-puts-manor-on-map-160878.html>

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Please consider the following item for: (fill in date of meeting)

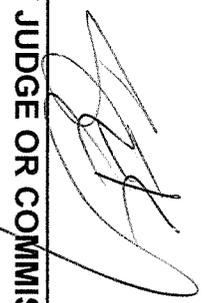
DATE OF VOTING SESSION: 1/19/10

A. REQUEST MADE BY: SARAH ECKHARDT
(Elected/Appointed Official/Executive Mgr/County Attorney)

B. REQUESTED TEXT:

CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST FROM THE DOWNTOWN ALLIANCE FOR COUNTY PARTICIPATION IN THEIR STUDY OF THE FEASIBILITY OF A DOWNTOWN AUSTIN TRANSPORTATION MANAGEMENT ASSOCIATION.

RECEIVED
COUNTY JUDGE'S OFFICE
10 JAN 11 PM 1:27



COUNTY JUDGE OR COMMISSIONER

A. Any backup material to be presented to the court must be submitted with this Agenda Request (Original(s) & 8 copies).

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

REQUIRED AUTHORIZATIONS: PLEASE CHECK IF APPLICABLE:

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

PURCHASING OFFICE (854-9700)

Bid, Purchase Contract, Request for Proposals

COUNTY ATTORNEY'S OFFICE (854-9415)

Contract, Agreement, Policy & Procedure

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.

Proposal for a Downtown Transportation Management Association

Transportation Management Associations (TMAs) are non-profit, membership-based organizations that work in specific geographic areas to increase the efficiency of transportation systems by emphasizing movement of people, rather than vehicles.

With significant involvement of public sector agencies, TMAs work with employers to implement Transit Demand Management (TDM) strategies to influence employees' commuting habits and to reduce congestion.

A 2008 study by the Texas Transportation Institute reviewed current TDM efforts in the Austin area. The study found:

- Austin trails its peers on most criteria
- A minimal amount of resources are applied to TDM.

The study also found a high likelihood that a TMA in Downtown Austin could have a significant effect on traffic conditions. Depending on the size of the association and the strategies applied:

- 2.3% — 9.7% reduction in peak period trips
- 1.8% — 9.9% reduction in single-occupant vehicle use

At the request of the Downtown Austin Alliance, several consultants submitted proposals to form a TMA in Downtown Austin. With assistance from local transportation professions experienced in TMA formation, DAA staff chose a proposal from UrbanTrans Consultants of Denver.

Components of the UrbanTrans Proposal

Stakeholder Meetings and Surveys

- Perform Interest Assessment
- Educate Stakeholders — TMA forms and functions
- Perform Periodic Reviews of Process

Feasibility Study

- ID optimal institutional structure
- Determine Implementation Costs
- Prepare Draft Partnership Agreement
- Suggest TMA Alternatives (If feasibility study warrants)

Business Plan

- ID Possible Funding Sources
- Outline Institutional Development
- Draft Three-Year Action Plan
- Assist with TMA Formation
- Complete Partnership Agreements and Incorporation Documents



Downtown Austin Business Improvement District: TMA Feasibility Study

August 14, 2009 (Revised 9/18/2009)

The following summary by UrbanTrans outlines a proposed scope of work to conduct a Transportation Management Association (TMA) feasibility study for Downtown Austin. Scope, timelines, deliverables, staff and a budget are included for consideration.

BACKGROUND

The existing and projected growth in the study area will bring additional traffic and transportation access challenges to the Downtown Austin area and their surrounding neighbors. Recognizing the need for a transportation solution that includes the area employers and stakeholders, the Downtown Austin Business Improvement District (BID) is exploring public/private partnerships, including determining the feasibility of a Transportation Management Association (TMA).

A TMA feasibility study must take into account development patterns and growth, the accessibility of the area, traffic conditions and the size and demographics of the target population. Most importantly, a feasibility study must take into account funding opportunities and support from the private sector.

It will be critical to identify a core group of stakeholders. These stakeholders will be invited to be part of a Study Advisory Committee to enable private sector participation. The Study Advisory Committee will also include major development firms working in the study area, study area neighborhood associations and other private stakeholders interested in making a contribution to the study. The intent of working with this group during the TMA Feasibility Study will be to determine if and how these stakeholders can work together collaboratively to solve these transportation challenges and to provide direction to do so.

WHY URBANTRANS?

UrbanTrans is a transportation planning firm with offices in Washington D.C., Atlanta, Denver, Houston, and Seattle. UrbanTrans specializes in innovative transportation management solutions, with a focus on multi-modal transportation planning, demand management programs, market-based policies, stakeholder outreach and strategic planning, and worksite transportation programs. Clients include public agencies, commercial developers, special-purpose districts, employers and TMAs. UrbanTrans has worked with TMAs throughout North America, conducting feasibility

Project Status: Study Complete; Implementation in progress
Staff Leads: Stuart Anderson

During 2005, UrbanTrans developed recommendations regarding the creation of a TMA to serve the Fitzsimons Medical Campus, which, once completed will serve over 30,000 employees and 800,000 patient visits per year. The study involved an analysis of existing and future travel behavior, interviews and surveys of private and governmental stakeholders, and a peer review of programs serving similar areas. This information was analyzed to determine the need, support, and funding options for a TMA. UrbanTrans is currently assisting with TMA implementation, providing TMA management services for the Fitzsimons campus. The 2008 work plan includes development of an array of TDM services and programs for employees and visitors. Specific activities include on site outreach and communication activities, improving transit service to meet current and future demand, employee relocation service and assistance, and a customized campus ridematching system.

Project: Atlantic Station Access and Mobility Program (ASAP+)
Client: Atlantic Station Master Owners Association; Atlanta, Georgia
 Frank Kneiser, Atlantic Station Association Manager
 171 17th Street, Suite 1650, Atlanta, GA 30363
 (P) 404.733.1221 (F) 404.733.1227
Project Costs: \$205,000 for 2007 Program Mgmt. (includes entire program costs)
Project Status: On-going management of program
Staff Leads: Joddie Gray

During 2005, UrbanTrans developed a TMA feasibility study and business plan for Atlantic Station, resulting in ASAP+, a transportation management program designed to maximize the overall success of the Atlantic Station development. Atlantic Station will provide homes for 10,000 people, employment opportunities for 30,000, and top-tier regional shopping and entertainment. Since 2006, UrbanTrans manages the on-going ASAP+ program, which includes an array of services that ensure travel by automobile, transit, bicycle or foot is easy, efficient and safe. The program integrates parking strategies, transportation information, incentives and promotional strategies to maximize the number of residents that live, work and play onsite. A key component of the project success is the operation and marketing of FreeRide a local shuttle system. Visit www.asap-plus.com more information.

Project: Commuter Club Technical and Planning Assistance
Client: Commuter Club TMA; Atlanta, Georgia
 Ginny Rainey, Executive Director
 P.O Box 671868, Marietta, GA 30006
 (P) 770.859.2331 (F) 770.980.9510
Project Costs: Total 2007 budget is approximately \$200,000.
Project Status: On-going technical and planning assistance
Staff Leads: Stuart Anderson, Joddie Gray

For the past ten years UrbanTrans Consultants has helped Commuter Club become the most successful TMA in the Atlanta-Metro area by bringing national perspectives and best practices to their organization. Commuter Club's fleet of nearly 100 vans makes it the largest TMA vanpool fleet in the nation and an awarded Outstanding TMA. UrbanTrans continues to provide innovative program ideas for Commuter Club, including a viral marketing campaign titled Traffic Therapy,

developing "next generation" interactive mapping software, individualized marketing and more. Activities such as strategic data analysis, GIS mapping capabilities, targeted outreach and innovative marketing campaigns assist UrbanTrans in meeting the level of excellence Commuter Club expects.

Project: City of Alpharetta Transportation Management Program Feasibility Study

Client: City of Alpharetta; Alpharetta, GA
James Drinkard, Economic Development Director
287 South Main Street, Alpharetta, GA 30004
(P) 678.297.6000 (F) 678-297-6001

Project Costs: \$45,000.

Project Status: Completed Feasibility Study

Staff Leads: Joddie Gray

UrbanTrans conducted a TMA feasibility study for the City of Alpharetta, a major employment center north of Atlanta. The study process included analysis of existing and forecast conditions, stakeholder interviews and planning sessions, and commuter focus groups. Through this effort UrbanTrans recommended informal transportation management partnership between the City, the North Fulton Chamber of Commerce, and non-profit Clean Air Campaign rather than a formal TMA.

ADDITIONAL TMA FEASIBILITY ASSESSMENT EXAMPLES

UrbanTrans conducted feasibility assessments for the formation of the following additional TMAs:

- Coronado TMA (California) 1992
- Cumberland Transportation Network (Georgia) 1996
- Three TMAs in Santa Monica (California) 1992
- Garden of the Gods Corridor TMA (Colorado) 1997
- San Luis Obispo County TMA (California) 1993
- Central Houston TMA (Texas) 1998
- Downtown Denver TMA (Colorado) 1994
- Texas Medical Center TMA (Texas) 1998
- Colorado Boulevard Health Care District TMA (Colorado) 1995
- US-36 Corridor TMA (Colorado) 1998
- Southeast Corridor TMA (Colorado) 1995
- Downtown Houston TMA (Texas) 1998
- Transportation Solutions (Colorado) 1996
- Black Creek Regional TMA (Ontario) 2000
- Perimeter Transportation Coalition (Georgia) 1996
- Stapleton Foundation (for Stapleton Redevelopment) 2000
- Gwinnett County (Georgia) 2001
- Smart Commute Mississauga (Ontario) 2005
- Smart Commute Brampton and Caledon (Ontario) 2005
- Fitzsimons (Colorado) 2006
- Hamilton Smart Commute TMA (Canada) 2006
- Longmont and Diagonal Corridor (Colorado) 2006
- Fort Collins (Colorado) 2006

Community and Stakeholder Outreach for TMA Planning

Stakeholder outreach is central to the success of the TMA assessment and formation process, as the commitment and buy-in of local businesses and institutions forms the foundation of TMA success. UrbanTrans has worked extensively with employers, property managers, developers, local business associations (downtown associations, self-taxing districts, chambers, etc.), hospitals / universities, and government agencies in discussing transportation issues and the potential benefits and limitations of organizations such as TMAs. From one-on-one stakeholder interviews to advisory committees and commuter focus groups, UrbanTrans understands how and when to engage different groups, and has the process tools to facilitate effective meetings and build consensus. The project summaries below highlight UrbanTrans' most recent experience facilitating stakeholder outreach with TMAs.

Project: Potomac Yard TMA Business Plan

Client: Potomac Yard TMA; Arlington, Virginia

Gabe Ortiz, Executive Director (c/o Legum & Norman)

4401 Ford Avenue, Suite 1200, Alexandria, VA 22302

(P) 703.848.8566

\$15,000

Project Status: Business Plan Complete

Staff Leads: Justin Schor, Joddie Gray

From Fall 2006 through Spring 2007 UrbanTrans Consultants developed a business plan to assess potential organizational and programmatic opportunities over a three-year year period (2007 - 2009) for the Potomac Yard TMA. Potomac Yard is located in Arlington, Virginia near Reagan National Airport just south of Crystal City between Route 1 and the George Washington Parkway. It was previously a significant railroad yard and is now planned to be a high-quality, mixed-use community of apartments, hotels, retail stores, offices, open space, pedestrian-friendly neighborhoods, parks and playfields, and a transit-oriented transportation system. The TMA Business plan included specific action steps for the first three years of the TMA, budget estimates and staffing requirements.

Project: South Main Access & Mobility Center TMO Feasibility Study and Business Plan

Client: Houston-Galveston Area Council; Houston, Texas

Susan Young, Executive Director

1020 Holcombe Boulevard-Suite 1330, Houston, TX 77030-2213

(P) 713.790.1020 (F) 713.790.1088

Project Costs: \$25,000

Project Status: Business Plan Complete

Staff Leads: Stuart Anderson

UrbanTrans conducted a feasibility study to assess the potential for a TMA in the Greater Texas Medical Center Area, including the Texas Medical Center campus (the largest medical center in the world), Rice University, Reliant Stadium, and the Houston Museum District. Following completion of the feasibility study, worked with stakeholders to formulate and implement an organizational development plan, including leadership structure, staffing needs, financial requirements, measurement / tracking tools, and marketing strategy. Efforts concluded with the development of a Three-Year Business Plan for the organization.

ADDITIONAL TMA PROGRAM DEVELOPMENT AND IMPLEMENTATION EXAMPLES

Conducted program development and/or service implementation efforts for the following additional TMAs:

- West Hollywood TMA (California) 1993-1995
- Westchase District (Texas) 1996-1997
- Hollywood TMA (California) 1995
- TREK Galleria TMA (Texas) 1996-1998
- Burbank Media District TMA (California) 1992
- Clear Lake Transportation Partnership (Texas) 1996-98
- South Placer County TMA (California) 1993-1995
- South Miami Beach TMA (Florida) 1995
- North Houston Association (Texas) 1996-1998
- Cumberland Transportation Network (Georgia) 1996-1998
- Keep Middlesex Moving (New Jersey) 1994
- Perimeter Transportation Coalition (Georgia) 1996-1998
- Warner Center TMA (California) 1992
- Town Center Community Improvement District (Georgia) 1996-1998
- Coronado TMA (California) 1994
- North San Diego County TMA (California) 1994
- Missoula-Rivalli TMA (Montana) 1997-1999
- North City Network (California) 1994
- Transportation Solutions (Denver) 2000-present
- Stapleton Foundation (for Stapleton Redevelopment) (Denver) 2000-present
- San Diego TMA (California) 1994
- Smart Commute Mississauga (Ontario) 2005
- Smart Commute Brampton and Caledon (Ontario) 2005

PROJECT TEAM

UrbanTrans' TMA experience extends beyond the comprehensive consulting services we offer TMA-related clients. Four of our staff members have led or worked for TMAs. They understand what makes TMAs successful, and utilize their real-world TMA experience to provide superior TMA consulting services to UrbanTrans' clients. Direct TMA experience includes:

- **Stuart Anderson** is the former Executive Director of the West Hollywood TMA (CA), and has led a wide range of TMA projects across North America.
- **Justin Schor** is a former lead staff member of the Greater Valley Forge TMA in Philadelphia.
- **Joddie Gray** is currently serving under contract as the Program Manager for the Atlantic Station TMA (ASAP+) in Atlanta, GA.

The following key staff members will be integrally involved in the proposed scope of work:

Stuart Anderson, UrbanTrans President

Mr. Anderson will serve as the *Project Director*, bringing his twenty years of experience in TMA development and administration to the team. Mr. Anderson specializes in developing and implementing successful transportation and air quality strategies internationally, and has a

reputation for facilitating effective public-private partnerships. He has conducted collaborative planning efforts for the development of transportation plans and programs for communities in California, Colorado, Texas, Oregon, Georgia, Canada, Thailand and the Republic of China. Mr. Anderson has extensive national and international experience in Transportation Management Association (TMA) feasibility assessment, program development and service implementation. Mr. Anderson has operated shuttle and vanpool program and advised on the design of Transit Orient Developments. He is a member of the American Planning Association, the Institute of Transportation Engineers, and ACT.

Justin Schor, Regional Director

Mr. Schor will serve as project manager, ensuring that the TMA feasibility study is conducted on time and within budget. He is Regional Director for UrbanTrans Consultants, and is based out of the firm's Washington, DC office. Mr. Schor has more than 14 years experience in transportation demand management (TDM) with expertise in Transportation Management Association (TMA) operations, as well as employer outreach and rideshare program development. To assist in the efficient implementation and evaluation of TDM programs and strategies, Mr. Schor has developed and implemented customized databases and tracking programs, making use of the most recent technology available. Mr. Schor is an active member of ACT, and is a member of Institute for Transportation Engineers (ITE).

Joddie Gray, AICP, Regional Director

Ms. Gray is a key member of our feasibility study team. She will serve as task lead on the feasibility assessment and assist Mr. Schor with the Work Plan Development. Ms. Gray has 15 years of experience in transportation planning, public involvement and community development. She specializes in TDM programs and policy development, bicycle and pedestrian planning, public outreach, and community-improvement district development. She has served in a project leadership role in a wide array of transportation management projects for a diverse base of clients over the course of her tenure.

SCOPE OF WORK

TASK 1 – BACKGROUND RESEARCH

The first phase of the evaluation includes criteria based on the area's characteristics, and attempts to assess whether the critical mass of employees are present to implement a coordinated transportation management program and whether the area has sufficient identity for such coordination. The second phase involves transportation issues to answer the question: Does a real and widely perceived problem exist to form the rallying issue for collective action? Finally, the third phase involves an assessment of the level of interest or involvement of key stakeholders to assure the necessary commitment to form a TMA. If the commitment is present to form a TMA, but no problem exists and the area has few commuters and a lack of identity, the TMA will not have a reason for existing.

The specific criteria used for assessing TMA potential are described in the following table.

Definition of TMA Criteria (High-Medium-Low)			
Criteria	High	Medium	Low
Employment	>30,000 employees	15,000-30,000 employees	<15,000 employees
Well-defined	Widely known area	Locally known area	Ill-defined
Growing	High growth	Built out, but vibrant	Stagnant
Traffic	Existing congestion	Congestion in future	No congestion
Accessibility	Access very difficult	Some/future difficulty	Easy access
History	Transportation issues	Involvement in other issues	No organized involvement
Champion	Readily identifiable	Potential champion	Unclear/no champion
Core group	Existing group	Potential stakeholders	Unclear/no stakeholders
Commitment	Resources identified	Commitments, but no resources	No commitment

These criteria will guide the research process described below.

TASK 1.1 - CONDUCT EMPLOYER & EMPLOYEE SURVEYS

Objective:

Collect and review background information to familiarize the team with work to date, local travel patterns and issues, and regional institutional structures.

Activities:

- Hold a kick-off meeting
- Utilize information garnered from information in the Austin Strategic Mobility Plan (Part 1 and 2), Downtown Austin Circulation Plan and 2007 Austin Transportation Data Book to inform the questions included in the employer and employee surveys.
- Gather area businesses and organizational contacts through government agencies, local chambers and other local organizations that will be targets for both the employer and employee surveys.
- Develop and implement an employer electronic survey to gauge high-level area wide perceptions of traffic and accessibility challenges and needs. This information will be supplemented by more detailed information gathered from stakeholder meetings.
- Develop and implement an employee electronic survey, supplemented by a paper survey, to assess individual traveler willingness to consider an array of transportation services and perceptions of needs/interests in the Downtown Austin area. The survey will be distributed to

targeted large employers who are determined to have the most significant impact on travel in Downtown Austin as well as best represent the employee demographics of other employers in the area. The electronic survey format is preferred because of the ease of distribution and of electronically compiling results, but a limited number of paper surveys may also be distributed in conjunction with stakeholder meetings and workshops as an alternative method of collecting feedback.

- Summarize and cross-tabulate survey results to identify patterns and trends.

Deliverables:

- Employer Survey
- Survey Findings Technical Memorandum

TASK 1.2 - INITIAL STAKEHOLDER MEETINGS

Objective:

Introduce stakeholders to the TMA and identify perception of future transportation issues and possible solutions.

Activities:

- Prepare invitation letters, meeting materials and presentations.
- Conduct small group stakeholder meetings (up to five), as necessary, to further present the TMA option. In lieu of individual meetings, a joint stakeholder workshop may be valuable to encourage dialogue among stakeholders and to ensure that all groups receive the same message.
- Develop project website that includes stakeholder meeting information, information on TMAs, existing transportation conditions and any additional relevant project data.
- Summarize outreach findings through meeting minutes. Those findings will be used to answer questions about the Traffic, Accessibility, History, Champion and Core Group criterion in the above table Through those answers we will assess whether there is a real and widely perceived problem that exists to form the rallying issue for collective action

Deliverables:

- Meeting Invitation letters, meeting materials, and presentations
- Outreach Meeting minutes
- Integrate with previously collected and analyzed data

TASK 2 – EDUCATION

Objective:

Ensure that potential stakeholders understand what a Transportation Management Association (TMA) is and when their formation makes sense.

Activities:

- Present to the potential member stakeholders various alternatives of how TMA can work
 - Present the range of potential benefits
 - Present the range of services and products that TMA can potentially include and how they can complement those that already exist within the Austin region.
 - Provide a variety of decision-making models for consideration
 - Hold an educational meeting for stakeholders
-

- Facilitate and document consensus-building workshops amongst the potential TMA membership organizations.
- Organize up to two (2) consensus-building workshops
- Train Downtown Austin BID staff to hold future consensus-building workshops

Deliverables:

- PowerPoint Presentation
- Training session for Downtown Austin to be able to continue the educational process
- Analyze and present the factors that contribute to a successful self-sustainable TMA.
- Meeting Minutes

TASK 3 - PREPARE AND PRESENT TMA FEASIBILITY STUDY

Objective: Evaluate the applicability of the Transportation Management Association (TMA) format to the Downtown Austin Area and identify the most advantageous institutional structure.

TASK 3.1 - PREPARE AND PRESENT TMA FEASIBILITY STUDY

Objective:

Evaluate the applicability of the Transportation Management Association (TMA) format to the Downtown Austin Area and identify the most advantageous institutional structure.

Activities:

- Prepare a brief report outlining the potential application of the Downtown Austin TMA, including a list of interested TMA development representatives OR, if the TMA is not a feasible option, develop a report outlining the institutional arrangements that are feasible. That report will:
 - Propose alternatives of implementation schedule
 - Identify costs associated with each level of implementation
 - Conduct a Stakeholder meeting to review the survey and gather additional feedback on transportation as necessary; finalize the TMA mission, goals and objectives; develop a Board framework; and present a draft partnership agreement (contracts and benefits package).

Deliverables:

- TMA Feasibility Assessment Report (Draft and Final)
- Stakeholder Meeting Agenda, Presentation Materials, and Minutes

TASK 3.2 - TMA BUSINESS PLANNING

Objective:

Develop a business plan for the Downtown Austin TMA (or alternative organization), including description of the organization's mission, activities, participation, and funding.

Activities:

- Draft a phased TMA Strategic Business Plan, which will include:
 - Pre-planning steps, with specific recommendations for moving forward after the completion of this study, including the recommended funding arrangements/commitments, staffing plans, institutional development steps, etc.
 - Action steps for the first three years of the TMA. Action steps will likely be categorized into three sections, such as:
-

- (1) organizational activities (Including TMA market research, TMA bylaws, potential TMA office location and TMA board Structure),
 - (2) services and programs, and
 - (3) marketing, education, information and advocacy.
- Estimates of potential budget (range), operational costs and staffing requirements for significant action steps at different levels of TMA development.
 - Specific action steps and key issues pertaining to long-term funding sustainability. These action steps include:
 - Identifying revenue sources necessary to sustain TMA (i.e. grants, membership fees, development mitigation fees, parking fees, rent fees, etc.)
 - Determining required financial and accounting support.
 - Draft content for a template Memorandum of Understanding (MOU) to be executed by future participants in the TMA.
 - Conduct a stakeholder meeting to review the strategic business plan, identify critical decision points, confirm the Board framework and membership and execute the partnership agreements to gain financial commitments to move forward with the TMA.

Deliverables:

- TMA Strategic Business Plan
- Stakeholder Meeting Agendas, Presentation Materials, and Minutes

TASK 4 - FACILITATE TMA FORMATION

Objective:

Conduct coordination and document execution to establish a TMA in the Downtown Austin area.

Activities:

- Meet one-on-one with the stakeholders, as necessary to complete all necessary partnership agreements to move forward with the TMA and to initiate the non-profit organizational status (Note: this task will require assistance from a legal representative either through a government agency or from a voluntary Board member).
- Complete necessary documents and obtain required approvals for establishment of TMA.
- Conduct up to three (3) consensus-building workshops amongst the potential TMA membership organizations, using the work from previous tasks as the building block

Deliverables:

- TMA Implementation Outreach
- Completion of TMA Documentation and Approval Process
- PowerPoint Presentation with contents specifically tailored to the Downtown Austin TMA.



BUDGET

For the tasks outlined in this proposed scope of work, UrbanTrans proposes a **total budget of \$27,200**. This amount includes all material, labor and travel expenses. Material expenses include copying, faxing, telephone charges, etc.

Task 1 – Background Research	\$7,344
Task 3 – Education	\$6,800
Task 4 – Prepare and Present TMA Feasibility Study	\$5,168
Task 5 – Facilitate TMA Formation	\$5,168
Admin	\$2,720
Total	\$27,200

Supplemental support (outside the scope of work) by UrbanTrans will be invoiced monthly on a time and material basis, utilizing staff hourly labor rates. All work tasks will be approved in advance by Downtown Austin BID.

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

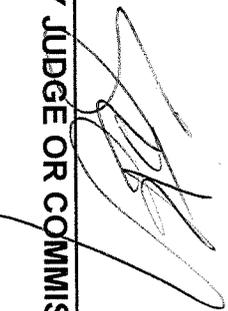
Please consider the following item for: (fill in date of meeting)

DATE OF VOTING SESSION: 1/19/10

A. REQUEST MADE BY: SARAH ECKHARDT
(Elected/Appointed Official/Executive Mgr/County Attorney)

B. REQUESTED TEXT:

RECEIVE A PRESENTATION BY REPRESENTATIVES FROM CAR2GO REGARDING THEIR BUSINESS MODEL FOR ADDRESSING TRANSPORTATION AND MOBILITY CHALLENGES IN THE CENTRAL BUSINESS DISTRICT.


COUNTY JUDGE OR COMMISSIONER

RECEIVED
COUNTY JUDGE'S OFFICE
10 JAN 11 PM 1:23

- A. Any backup material to be presented to the Court must be submitted with this Agenda Request (Original(s) & 8 copies).
- B. Please list all of the agencies or officials' names and telephone numbers that might be affected by or involved with this request. The originating department should send a copy of this Agenda Request and backup to them:

REQUIRED AUTHORIZATIONS: PLEASE CHECK IF APPLICABLE:

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

PURCHASING OFFICE (854-9700)

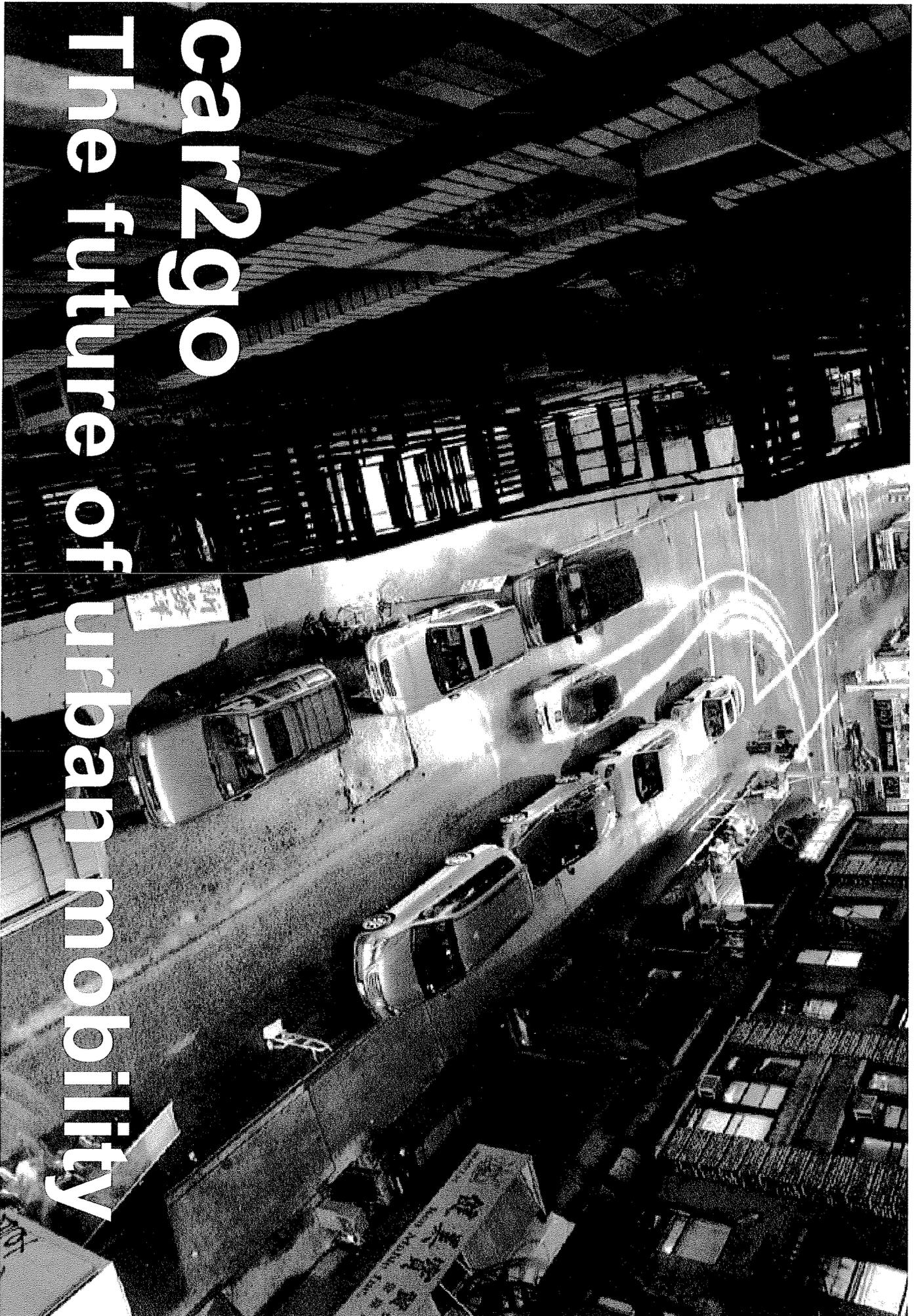
Bid, Purchase Contract, Request for Proposals

COUNTY ATTORNEY'S OFFICE (854-9415)

Contract, Agreement, Policy & Procedure

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.

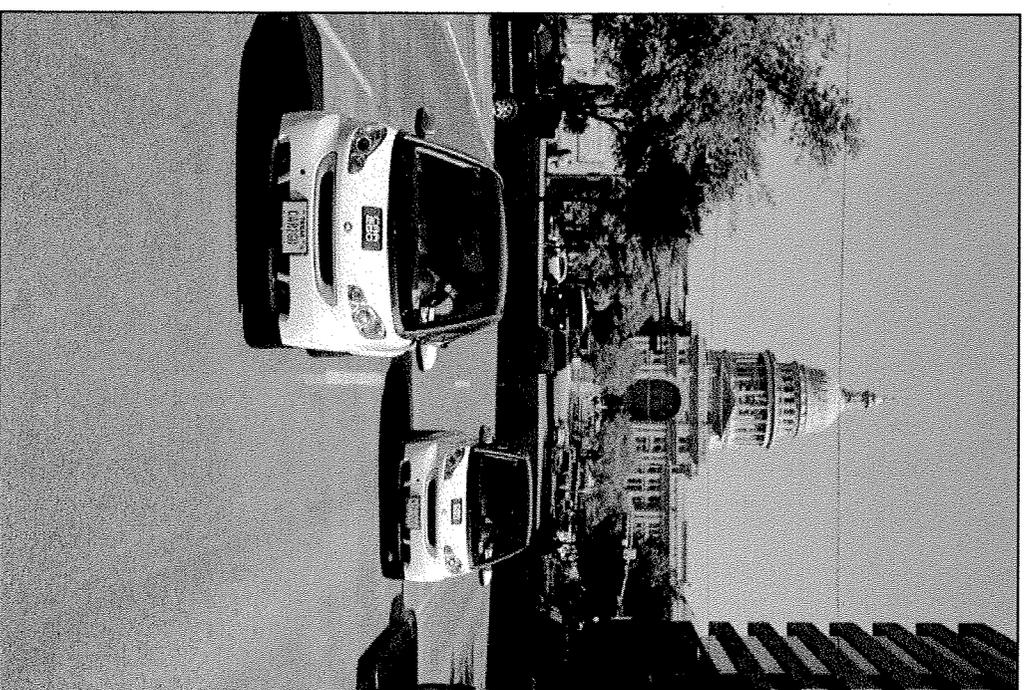
car2go The future of urban mobility



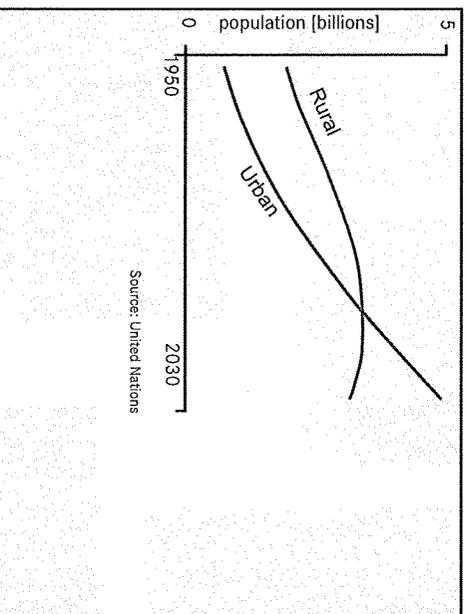
Why car2go?



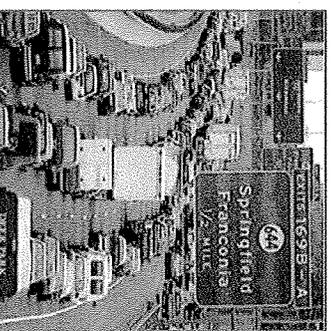
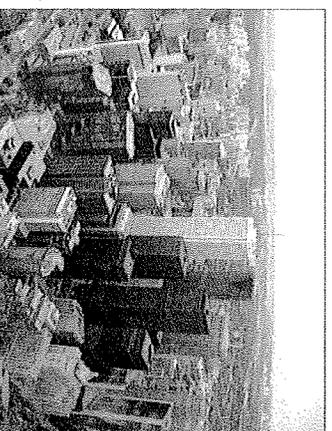
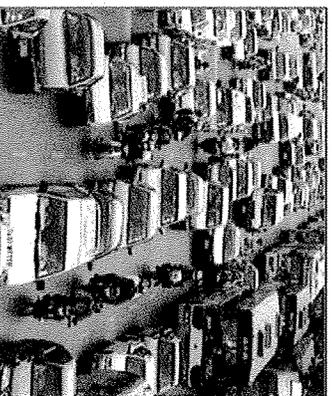
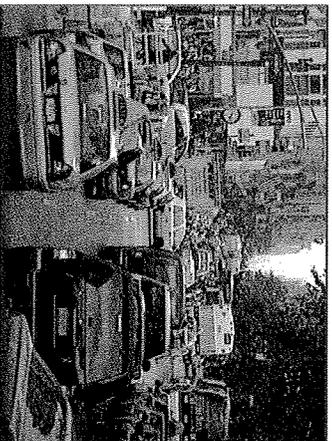
- Identified a need to serve expanding urban population
- Growth of cities will impact car ownership trends in future as it becomes more expensive and more difficult to own cars in urban areas
- Growing concern about the environmental footprint including urban congestion and emissions
- The public is receptive for innovative mobility solutions
- Avenue to introduce new technologies that customers may be apprehensive about purchasing



Constant growth of population living in cities



- In 2007 50% of the world's population lived in cities¹
- By 2050 75% of the world's population will live in cities¹
- Today 473 cities with more than 1M. in population exist²
- These cities alone account for 22% of the world's population^{2,4}
- Today about 650M light duty vehicles exist worldwide³
- By 2030 about 1.1B light duty vehicles will exist worldwide³

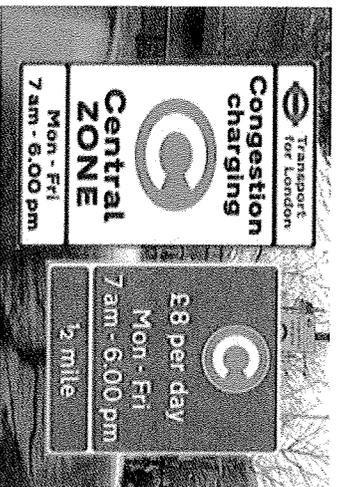
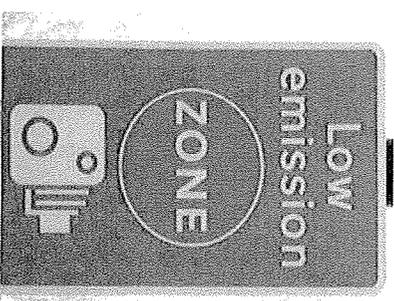
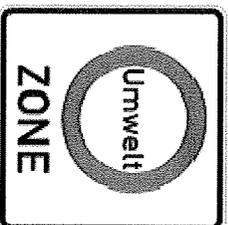
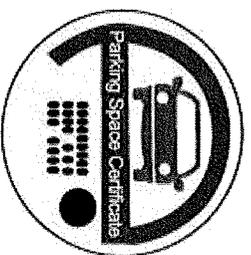
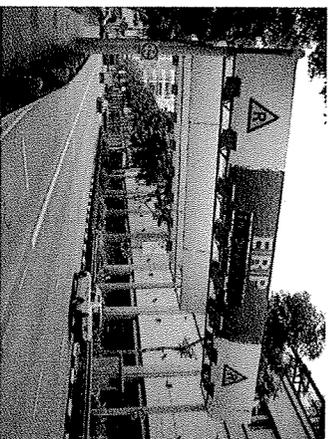
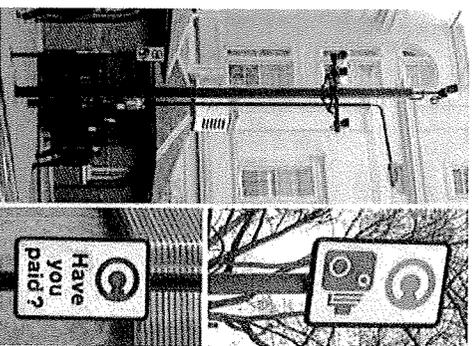


1) UN 2) <http://www.citypopulation.de/world/Agglomerations.html> 3) Exxon 4) Wikipedia

GLOBAL cities take rigorous political action to restrict individual motorized transport



- **US:** Department of Transportation selected 5 metropolitan areas for congestion pricing pilot projects¹
- **GERMANY:** "Umweltplakette" Zone certificates required in many cities
- **JAPAN:** "Garage certificate" is a legal requirement to purchase a passenger car
- **LONDON:** "Congestion fee" & "Electronic road pricing"



¹) http://en.wikipedia.org/wiki/Congestion_pricing

COST OF OWNERSHIP

	Year 1	Year 2	Year 3	Year 4	Year 5	5-yr Total
<u>Depreciation</u>	\$3,202	\$2,141	\$1,884	\$1,670	\$1,499	\$10,396
<u>Taxes & Fees</u>	\$1,522	\$108	\$97	\$88	\$88	\$1,903
<u>Fuel</u>	\$831	\$856	\$882	\$908	\$935	\$4,412
<u>Maintenance</u>	\$378	\$623	\$531	\$891	\$1,519	\$3,942
<u>Repairs</u>	\$0	\$0	\$99	\$238	\$346	\$683
<u>Tax Credit</u>	\$0	\$0	\$0	\$0	\$0	\$0
<u>Financing</u>	\$1,422	\$1,148	\$854	\$536	\$195	\$4,155
<u>Get Pre-Approved Financing—Apply for a Car Loan</u>						
<u>Insurance</u>	\$1,528	\$1,581	\$1,637	\$1,694	\$1,719	\$8,159
<u>Compare Insurance Rates</u>						
Yearly Totals	\$9,883	\$6,457	\$5,984	\$6,025	\$6,301	\$33,650

- Car Ownership cost of operation RISING!
- Almost \$9000 first year for a HYBRID vs \$2200 with car2go
- Other considerations: parking fees, zone passes, etc.

Concept

Make large fleets of self-service vehicles available in urban areas

- Free floating fleet of smart fortwo vehicles will be distributed all over the city
- Customers can easily locate available cars using call center, internet and/or mobile devices

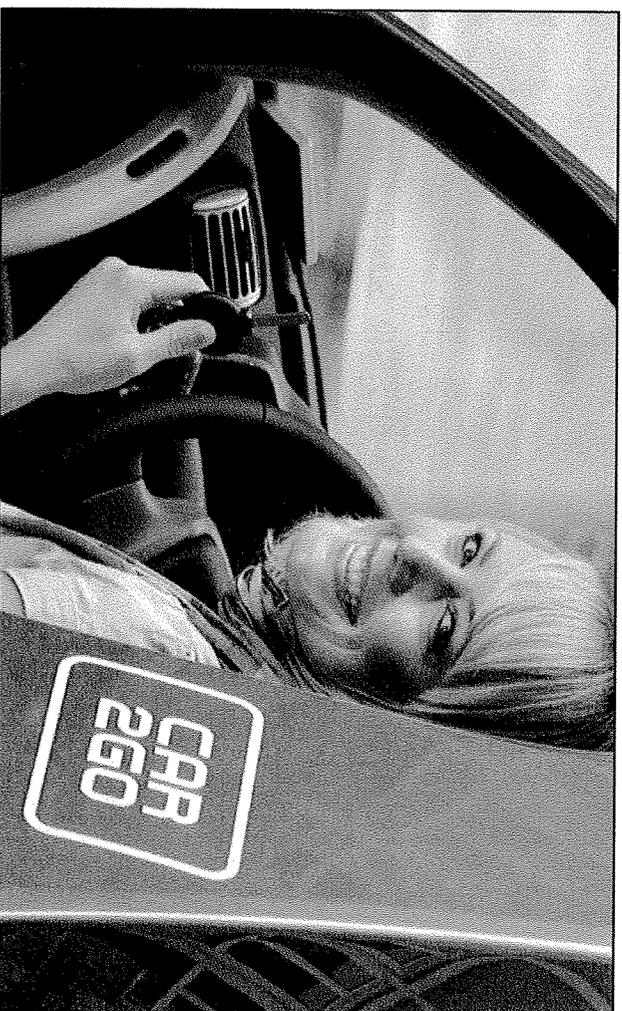


How does car2go work?



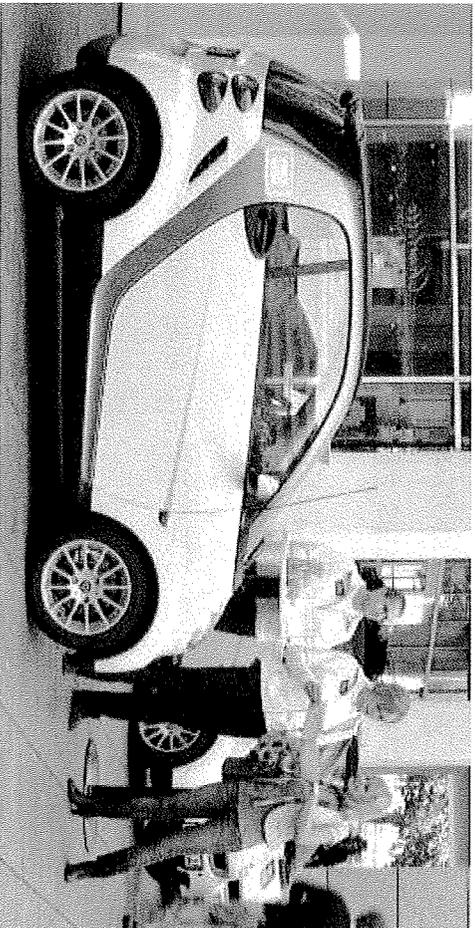
5 Key Characteristics of car2go

1. Easy online registration
2. Ubiquitous availability
3. On-demand rental
4. Open-end, one way driving
5. Efficient, flexible parking



Easy on-line registration

- Convenient, paperless registration process (online or assisted in car2go shop)
- Personal and group accounts available (e. g. Business Accounts & Family)



Unique features



Ubiquitous availability

- Vehicles are distributed over the entire city area
- Walking time to next available vehicle should be not more than 5 min.
- Members have the sense of ownership, without having the usual monthly cost burden of ownership, 24/7.



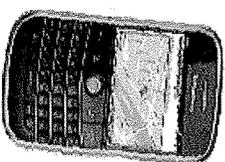
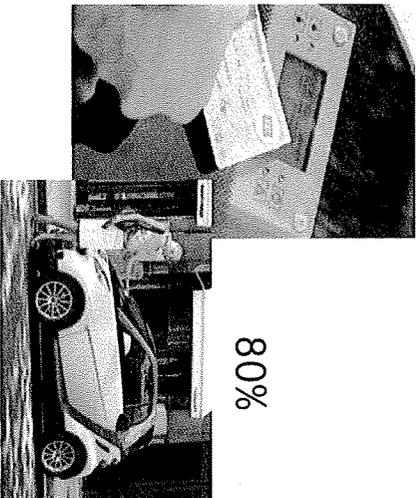
Unique features



On-demand rental car2go reservation options:

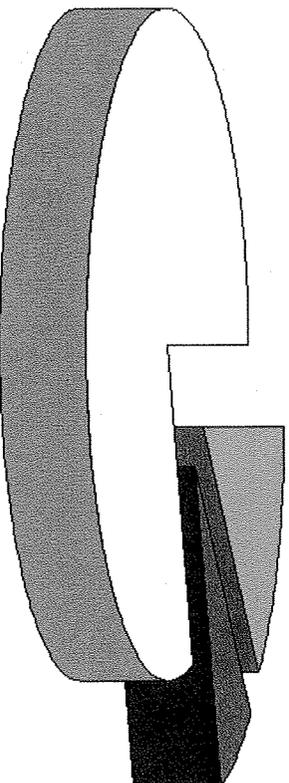
- (1) Reserve By Web/Phone – 24 hours in advance
- (2) Reserve by Phone/Web For Immediate use
- (3) Spontaneous Rental – No Reservation Needed

Drive spontaneously (without reservation)



13%

Reserve vehicle for immediate use



Reserve vehicle for later use (up to 24h in advance)



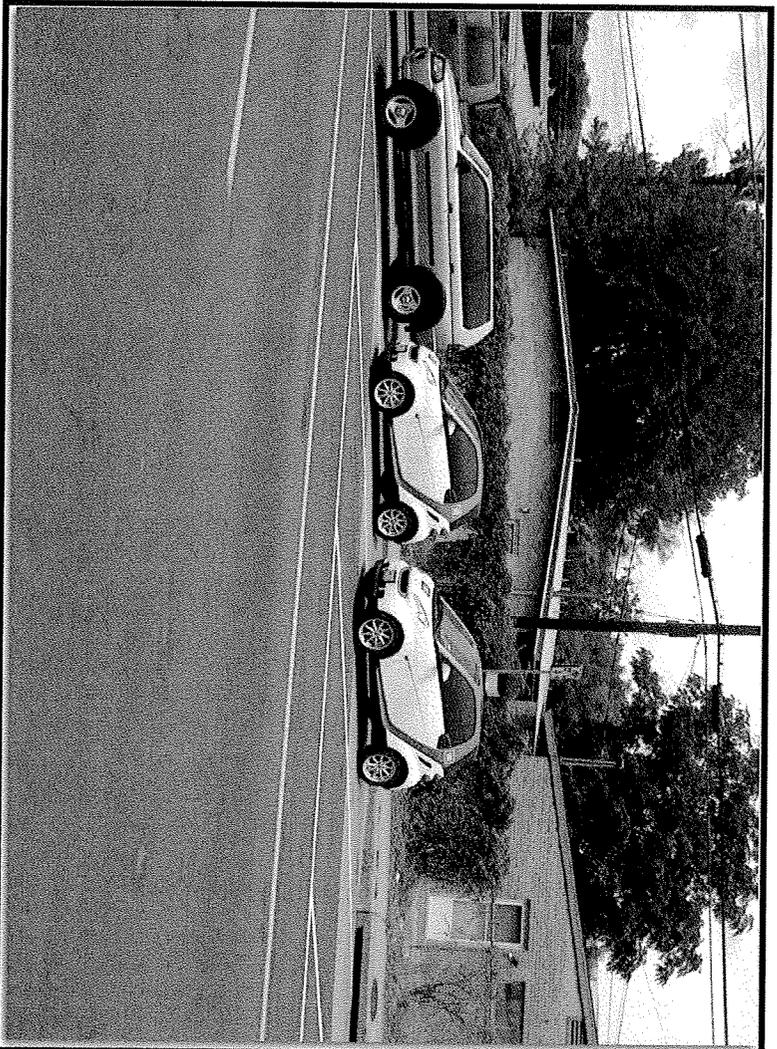
4 out of 5 rentals are being initiated spontaneously.
(Source: Analysis of 3000 rentals in CW16, 2009 Ulm, Germany Pilot)

Unique features



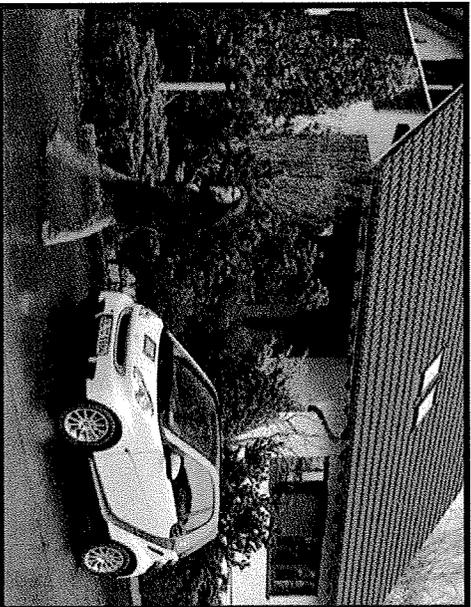
Open end , one-way driving

- With car2go, each rental is considered to be „open end“ and „one way“ – at no extra charge
- Members are not required to provide a time or place they will return the vehicle.



INCREASED ASSEST UTILIZATION

- In congested areas, dedicated car2go parking spots are available – mimimizing the need to search for „open“ parking spots and allows traffic to move more efficiently
- A private car is normally only used 1-2 hours a day then parked the rest of the day idled, and a shared car2go will engage in excess of 4 hours each day
- car2go parking spots are half the size of a normal parking space – which reduces costs tremendously and optimizes the limited street space(1 standard parking space at @20' = 2 car2go vehicles)
- car2go vehicles can be returned where ever on street parking is allowed (Free Floating)



Operational Characteristics

car2go: Advantages for the customer...

- Easy to use
- Available
- Safe
- Clean
- Reliable
- Cost efficient
- Convenient
- Environmentally friendly



car2go: Drive on Demand



- Pay-as-you-drive: Driving will be charged by the minute, with discounted hourly & daily use
- All inclusive: rental, fuel, insurance, parking.
- The service is as easy as using cell phone service

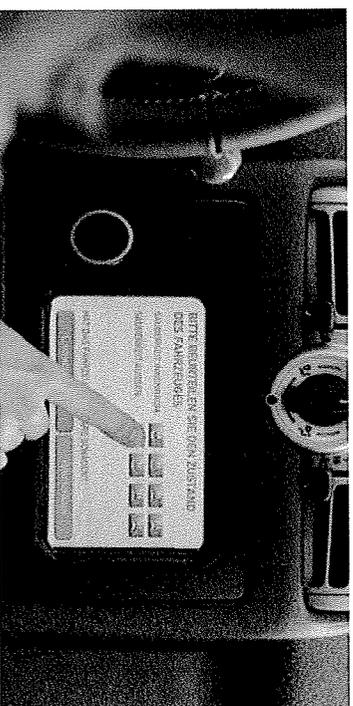
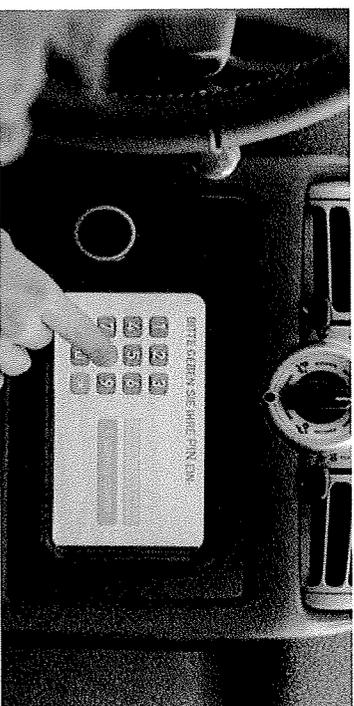


Fully automated, easy and convenient processes

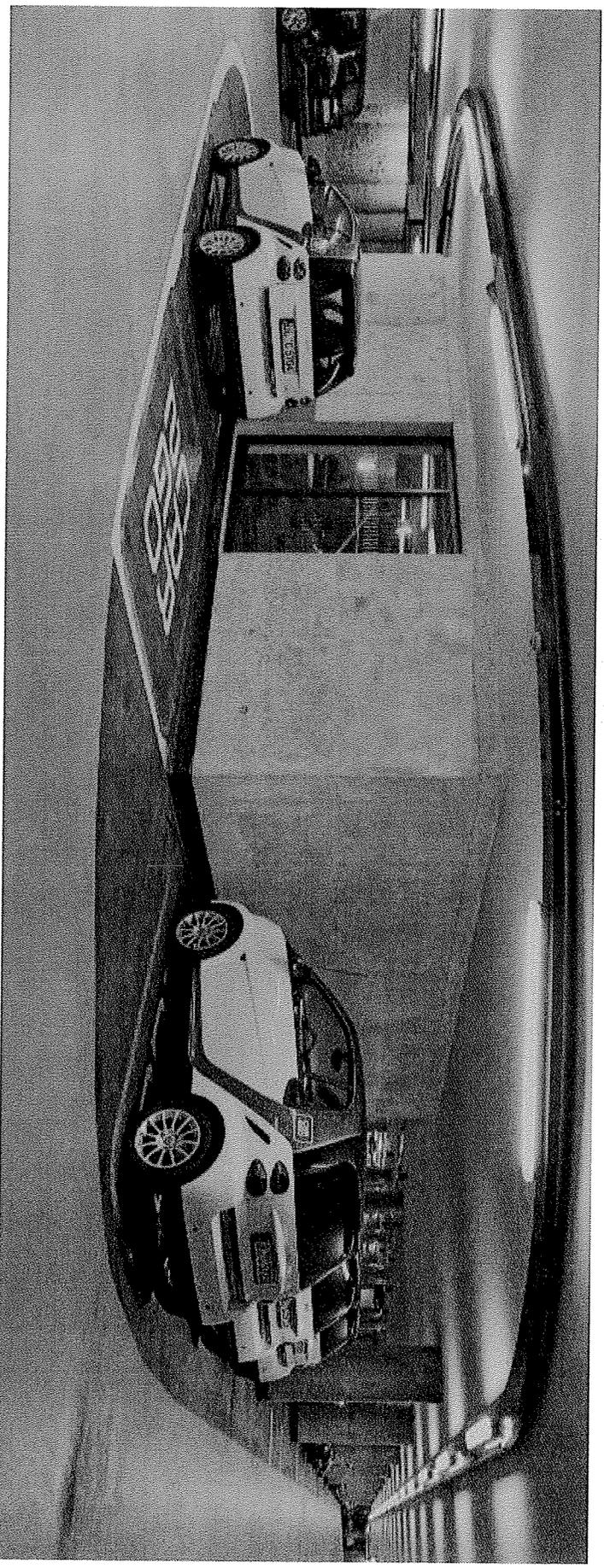


- Customers can book a car in advance or just take it spontaneously. The car is opened by swiping a membership card against the shield.
- Simply get in, type in your PIN code, assess the cleanliness of the vehicle and confirm that the vehicle is free of damages

- Drive!



Free floating system with efficient use of parking



- To retain vehicle, simply keep the keys while you attend appointments, meetings, etc. Or.....
- End the rental the by parking in dedicated car2go parking, or wherever on-street parking is allowed, simply end the vehicle rental with the membership card.

Benefits of car2go

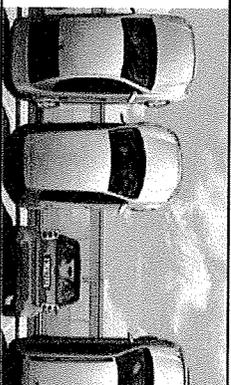
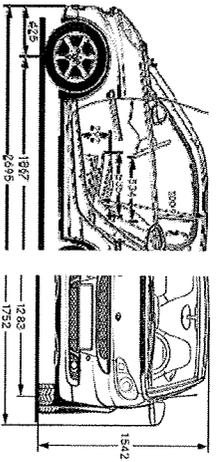


Benefits for cities from car2go



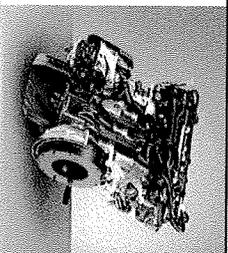
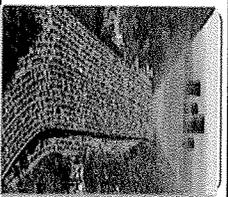
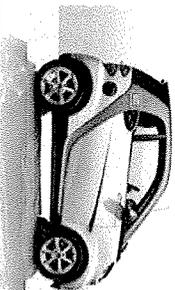
+ – Space for urban

No other high volume automobile absorbs less parking space. car2go creates new room to enjoy living in urban areas – be it as resident or as tourist.



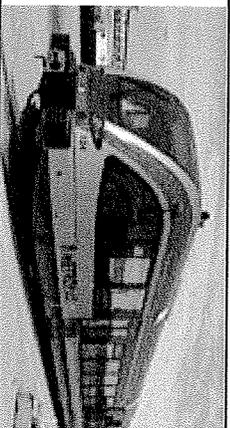
+ – Congestion Relief

Bypass congestion by using just half the space. The car2go leaves a lot of room, replacing up to 20 owned vehicles. If used in scales, this will help to reduce congestion and make the inhabitants of the city even more mobile



+ – Promote Aternative Transportation

Car2go and the new light rail will join forces, a completely new mobility solution will develop, for downtown residents as well as for people who Commute for business or leisure activities in the City.

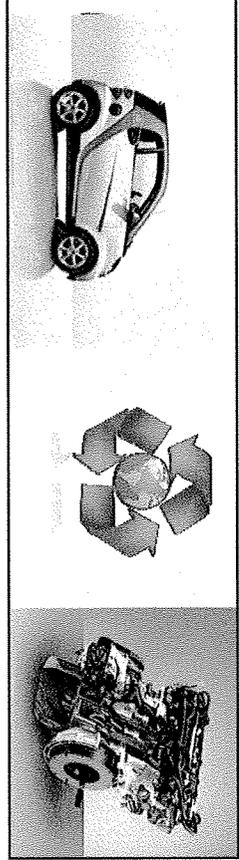


...continued benefits to the public from car2go



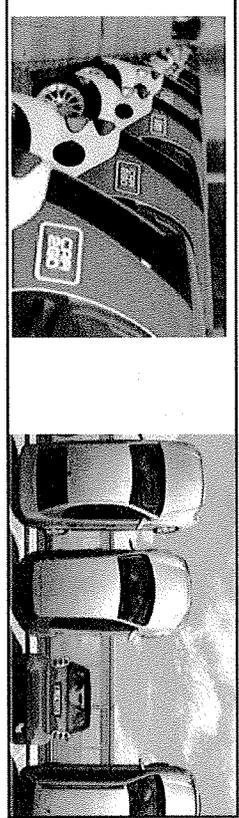
+ - Environmental Impact

car2go helps to reduce the carbon footprint and can be integrated into the environmental strategy of any organization.



+ - Efficiency

With car2go you only pay for the time you use the vehicle. car2go reduces the demand for parking. car2go can also be integrated into fleet business fleets to optimize utilization and costs.

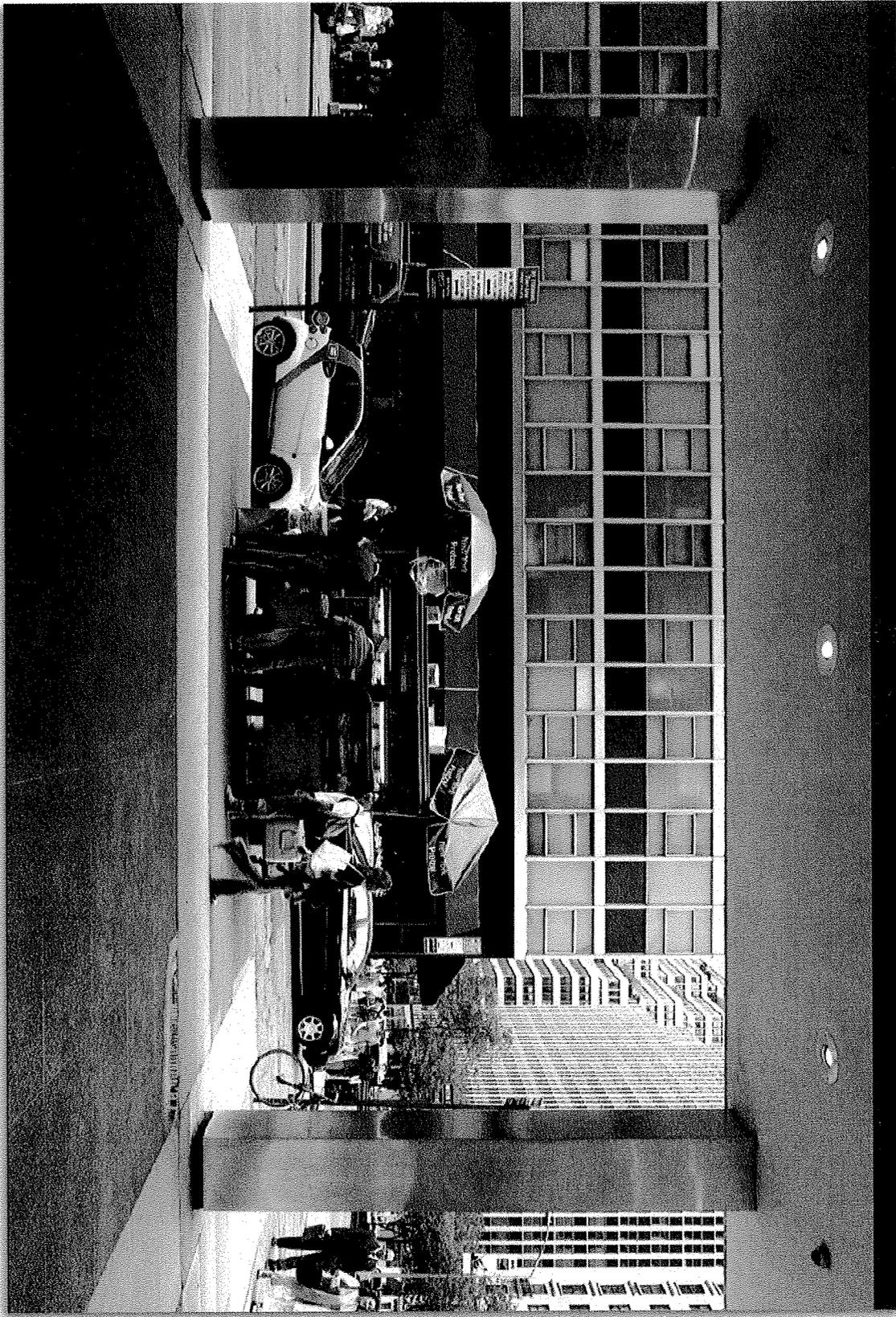


Thank you!



Images





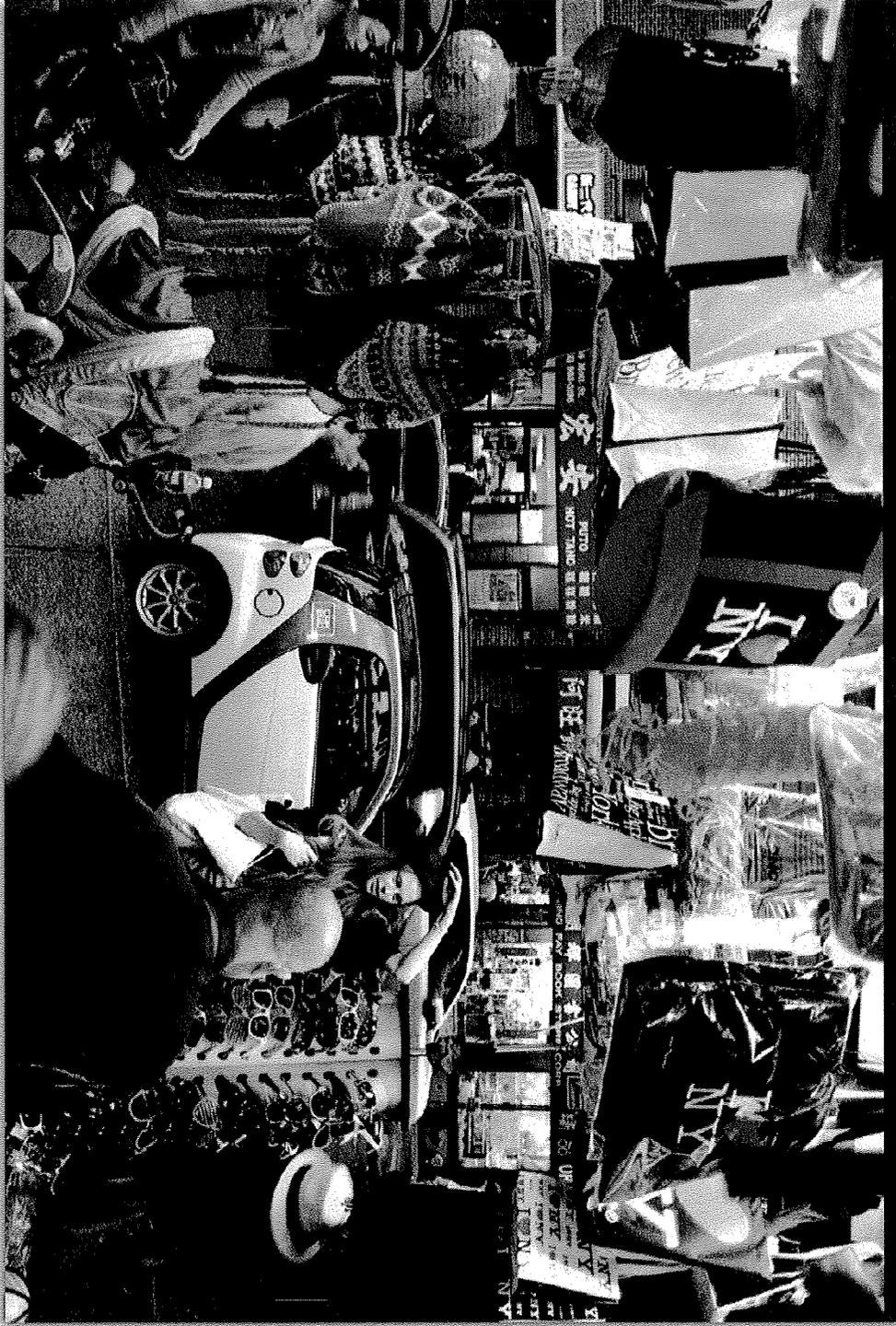




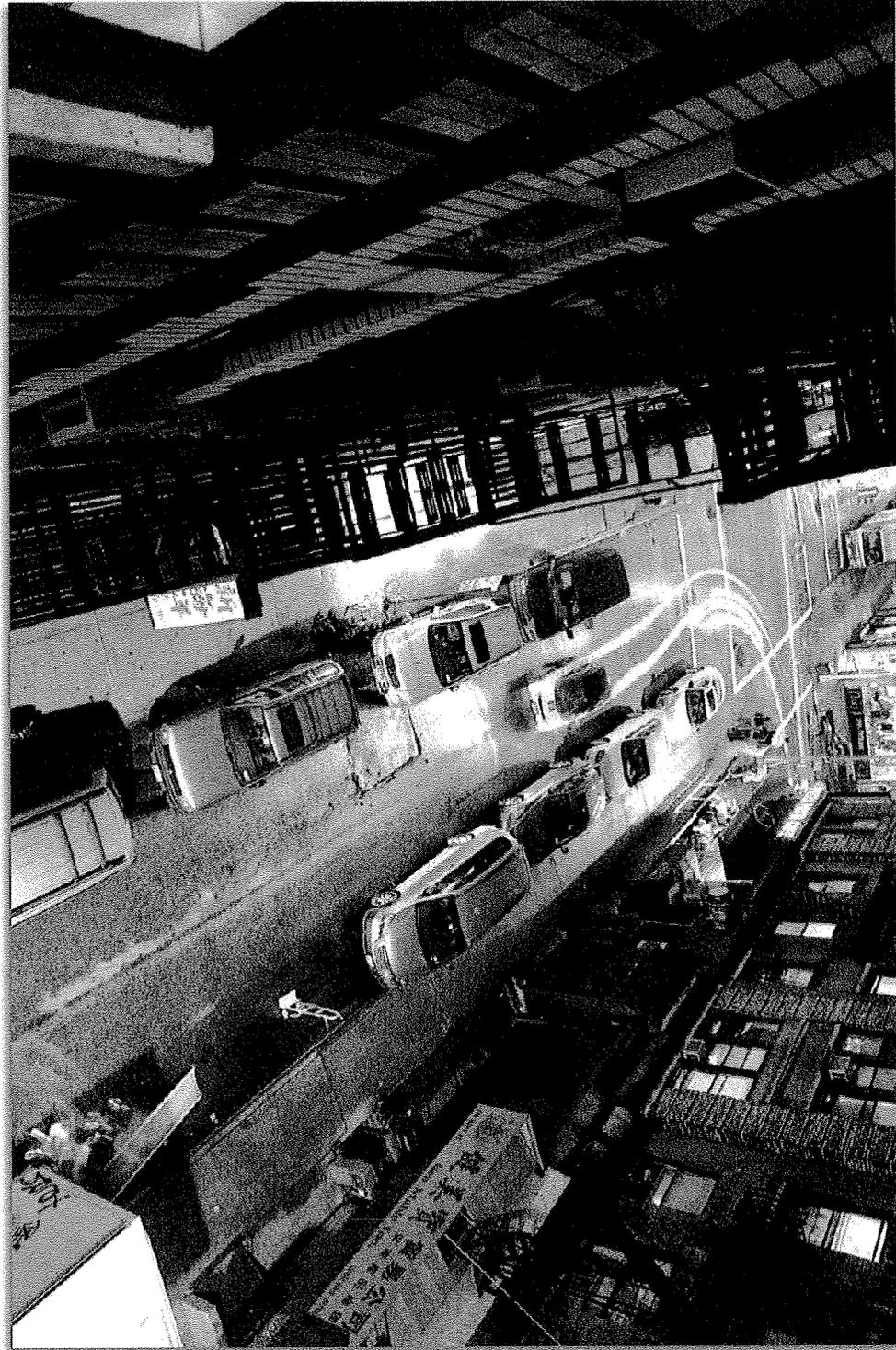














car2go North America
Austin, Texas
September 25, 2009

Category Submittal: Transportation Efficiency Innovations

Scope

car2go is a groundbreaking mobility concept redefining transportation in rapidly growing urban areas and responding to the many needs of an expanding city. The car2go carsharing model, used alongside existing public transit, serves to substantially reduce emissions and traffic congestion that are common in dense urban cores. The car2go mobility solution increases vehicle utilization. A private vehicle is generally used only 1-2 hours and sits idle for the majority of the day, while a shared car2go will engage in excess of 4 hours of utilization. Providing “on-demand” fuel efficient transportation options for individuals, car2go compliments public transportation by closing the gaps commonly associated with public transit commuting, and is a practical and affordable alternative to the rising costs and burdens associated with vehicle ownership.

The car2go model provides a fleet of free-floating, low-emissions, fuel efficient (41 mpg), self-service smart fortwo cars distributed all over the city. The smart fortwo is the most fuel efficient non-hybrid vehicle in the United States and the 3rd most fuel-efficient vehicle in the United States. Members can easily locate available car2go’s using the internet, a mobile device, or the car2go call center. car2go vehicles can be accessed, spontaneously, or reserved up to 24 hours in advance. For “on-demand” access, members simply swipe their membership card against the vehicle’s windshield. The member is not required to commit to a specified time or location to return the vehicle, but rather has the flexibility to use the fuel efficient vehicle as needed in an open-ended fashion. The member is charged for actual usage per minute, with discounted rates for hourly and daily use. Rates include costs for fuel, maintenance and insurance.

car2go’s mobility concept is not simply a temporary alternative, but rather a complete lifestyle change offering a realistic alternative to vehicle ownership for individuals and businesses. car2go alleviates the financial and practical stresses associated with vehicle ownership, including purchase cost, fuel, insurance and maintenance. Because car2go is “on-demand” it affords users the opportunity to pay directly for what they actually use.



The City of Austin's commitment to becoming the best-managed city in America is evident in its effort to identify and implement progressive solutions to address the challenges associated with urban growth, mobility and environmental sustainability. Fulfilling this mission brought car2go and the City of Austin together to develop a program to specifically address alleviating congestion, reducing emissions, facilitating innovative transportation solutions and increasing use of public transportation.

Following 10 months of development, the City of Austin and car2go will formerly launch a joint effort based on the car2go carsharing model in November of 2009. Over 200 car2go vehicles will be accessible to the City of Austin's employees for both business and individual use. This marks one of the largest deployments of fuel efficient vehicles in a carsharing model in a single North American city. car2go will reinforce Austin's image as a progressive, clean and modern city. The program will be extended to the general public and local businesses in 2010.

Agenda Item No. _____

28

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Work Session _____

Voting Session: **January 19, 2010**

- I. A. Request made by: **Dana DeBeauvoir, County Clerk** (Elected Official)
- B. Requested Text:

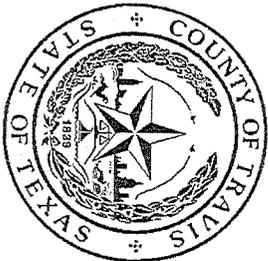
Consider and take appropriate action regarding the Memoranda of Understanding, the Primary Elections Services Contracts, and the Joint Resolution with the Democratic and Republican Parties for the March 2, 2010, Joint Primary Election and the April 13, 2010, Joint Primary Runoff Election.

Approved by: _____
 Signature of Commissioner or Judge

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

Julie Joe, County Attorney	x44168
Dolores Ortega-Carter, County Treasurer	x49365
Susan Spitaro, County Auditor	x49125

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to the County Judge's office in writing by 12:00 on Tuesday for the next week's meeting.



Dana DeBeauvoir
Travis County Clerk
5501 Airport Boulevard
Austin TX 78751
Elections Division
854-4996

To: Judge Samuel Biscoe, Travis County Judge

From: Dana DeBeauvoir, County Clerk

Date: January 8, 2010

RE: Agenda Request to take appropriate action regarding agreements for the 2010
Joint Primary Election and Joint Primary Runoff Election.

We are submitting Memoranda of Understanding, Primary Elections Services Contracts and a Joint Resolution with the Democratic and Republican Parties for the March 2, 2010, Joint Primary Election and the April 13, 2010, Joint Primary Runoff Election for your consideration.

JOINT RESOLUTION FOR JOINT PRIMARY ELECTION

WHEREAS, the Travis County Democratic Party and the Travis County Republican Party desire to enter into a Joint Primary Election Services Contract with the Travis County Clerk, Dana DeBeauvoir as the Election Officer;

WHEREAS, the Commissioners Court of Travis County, Texas desires to give authorization for said Contract; and

WHEREAS, the approval of this resolution and the conduct of said Joint Primary Election is governed by Chapter 173 of the Texas Election Code, Section 172.126, Texas Election Code, all other applicable provisions of the Texas Election Code, and all applicable rules promulgated by the Texas Secretary of State;

NOW, THEREFORE, be it resolved by the Commissioners Court of Travis County, Texas, that:

Said Commissioners Court authorizes a Joint Primary Election and a Joint Contract by and among Andy Brown, County Chair, Travis County Democratic Party; Dr. Rosemary Edwards, County Chair, Travis County Republican Party; and the Honorable Dana DeBeauvoir, Travis County Clerk and Election Officer of Travis County, Texas, for the conduct and supervision of the Travis County Joint Primary Election on Tuesday, March 2, 2010, and the Travis County Joint Primary Runoff Election, if held, on Tuesday, April 13, 2010.

PASSED AND APPROVED, THIS 19th **DAY OF** January, 2010

By: _____
Samuel T. Biscoe, County Judge

Ron Davis, Commissioner
Precinct 1

Sarah Eckhardt, Commissioner,
Precinct 2

Karen Huber, Commissioner
Precinct 3

Margaret Gómez, Commissioner
Precinct 4

By: _____
TRAVIS COUNTY DEMOCRATIC PARTY
Andy Brown, County Chair

By: _____
TRAVIS COUNTY REPUBLICAN PARTY
Dr. Rosemary Edwards, County Chair

COUNTY ELECTION OFFICIAL:

By: _____
Dana DeBeauvoir, County Clerk

MEMORANDUM OF UNDERSTANDING

TO: Executive Committee of the Travis County Democratic Party, and the Executive Committee of the Travis County Republican Party

FROM: Travis County Commissioners Court

DATE: December , 2009

This Memorandum of Understanding covers the conduct of the March 2, 2010 Joint Primary Election for the Travis County Democratic Party and the Travis County Republican Party (individually, the "Party," and together, the "Parties"). The Travis County Democratic Party and the Travis County Republican Party hereby expressly acknowledge and understand that the conduct of the Joint Primary Election is subject to the terms, conditions, and provisions set forth in their respective 2010 Primary Election Services Contract with the Travis County Elections Officer, which contracts are attached hereto as Exhibit A and hereby incorporated by reference herein for all purposes as if fully copied and set forth herein at length (hereinafter the "Contract"), as well as the terms, conditions, and provisions of this Memorandum of Understanding. Chapter 173 of the Election Code, Section 172.126 of the Election Code, all other applicable provisions of the Texas Election Code, and all applicable rules promulgated by the Texas Secretary of State's Office regarding the conduct of the March 2, 2010 Joint Primary Election, and the April 13, 2010 Joint Primary Runoff Election, if held.

A. Applicable Law.

The Contract and this Memorandum of Understanding shall be governed, interpreted, and construed in accordance with the laws of the State of Texas and the laws of the United States of America including, but not limited to, the provisions of the Texas Election Code.

B. Duties, Responsibilities, and Functions of County Clerk.

In addition to the duties, responsibilities, and functions specified in Section 172.126 of the Texas Election Code, the Travis County Clerk, the Honorable Dana DeBeauvoir, shall perform the following duties, responsibilities, and functions with respect to the conduct of the March 2, 2010 Joint Primary Election and the April 13, 2010 Joint Primary Runoff Election, if held, for the Travis County Democratic Party and the Travis County Republican Party.

1. The County Clerk will distribute all necessary election supplies, including:
 - i. Election kits;
 - ii. Election materials and precinct boxes; and
 - iii. Voting booths.

2. The County Clerk will assemble election kits for the election judges, will transport such kits to the election supply pick-up site, and will coordinate election supply pick-up.
3. The County Clerk will be responsible for preparation, transportation, and delivery of voting booths to the polling place locations.
4. The County Clerk will be responsible for training election judges and clerks in the conduct of the Joint Primary Election. The County Clerk and the Parties will work together to arrange dates and locations of election school classes. The County Clerk will notify election judges and clerks of the dates, times, and locations of the election school classes and will arrange for a facility at which to hold such classes.
5. The County Clerk will set up polling place locations and will provide necessary telephones and computers for such locations.
6. The County Clerk will conduct election day close-out, pick-up, and records management. The County Clerk will also pick up and store all election supplies, including election materials and other election-related supplies.
7. The County Clerk will locate suitable receiving substations and will organize and manage the operation of these receiving substations. The County Clerk will recruit and train necessary personnel for such receiving substations, subject to applicable rules promulgated by the Texas Secretary of State's Office.
8. The County Clerk will locate a suitable central counting station and will manage the operation of the central counting station. In connection with the operation of the central counting station, the County Clerk will:
 - i. Train central counting station personnel;
 - ii. Arrange for site support personnel and tabulating equipment needed at the central counting station;
 - iii. Assist in the preparation of programs and test materials for the tabulation of results;
 - iv. Arrange for transportation and security of mobile ballot boxes (Perncia cards) to the central counting station and conduct orientation meetings for transportation and security personnel; and
 - v. Determine the physical layout of the central counting station.
9. The County Clerk will provide unofficial election returns and will prepare the final election returns prior to official canvass. Each Party will be responsible for the official canvass of its primary election.

10. On Election Day and election night, the County Clerk will operate a telephone program to answer questions from election officials and from members of the public relevant to the conduct of the Joint Primary Election.
 11. On Election Day and election night, the County Clerk will operate a system of runners to deliver materials and supplies to polling place locations, receiving substations, and the central counting station.
 12. The County Clerk will make preparations and arrangements at the supply operation center, 5501 Airport Boulevard, Austin, Texas 78751 for document storage. Such election records will be held by the County Clerk as the custodian of election records for the Joint Primary Election.
 13. The County Clerk, as the general custodian of the election records, will be responsible for the manual count of three (3) precincts, as ordered by the Secretary of State, pursuant to Section 127.201 of the Texas Election Code. The Parties will pay for the temporary personnel needed for the manual count.
 14. In addition to the duties, responsibilities, and functions set forth in this Section B, the County Clerk will perform the duties, responsibilities, and functions specified in Section 172.126 of the Texas Election Code and will supervise the overall conduct of the March 2, 2010, Joint Primary Election, and the April 13, 2010, Joint Primary Run Off Election if held.
 15. The County Clerk will be responsible for the inspection and testing of all electronic election equipment in accordance with applicable provisions of the Texas Election Code. The Travis County Clerk will publish legal notice of the date, time, and place of the test of the electronic tabulating equipment and will conduct such tests.
 16. The County Clerk will organize and manage all early voting ballot board activities; provided, however, the presiding judge and other members of the board shall be appointed in accordance with Section 172.126, Subsection (c), Texas Election Code, and rules promulgated by the Texas Secretary of State regarding such appointments.
 17. The Parties are responsible for all legal notices required for the Joint Primary Election, except as otherwise specifically provided in Paragraph 15 of this Section B.
 18. The County Clerk will be responsible for handling the payroll for both Parties, and the Parties shall reimburse the County Clerk for said payroll expenses.
- C. Duties, Responsibilities, and Functions of each Political Party.

In connection with the March 2, 2010 Joint Primary Election and the April 13, 2010 Joint Primary Runoff Election, if held, the Travis County Democratic Party and the Travis

County Republican Party, respectively, shall perform the following duties, responsibilities, and functions:

1. Each Party will be responsible for the official canvass of its primary election.
2. Each Party will prepare for its run-off primary election, if such election is held, to enable or to assist the County Clerk in the conduct of her duties, responsibilities, and functions as set forth in this Memorandum of Understanding, Chapter 173 of the Election Code, Section 172.126 of the Election Code, all other applicable provisions in the Election Code, and all applicable rules promulgated by the Texas Secretary of State's Office regarding the conduct of the March 2, 2010 Joint Primary Election and/or the conduct of the April 13, 2010 Joint Primary Runoff Election if held.
3. Each Party shall be responsible for the payment of all election costs and expenses for the conduct of the March 2, 2010 Joint Primary Election and shall reimburse the County Clerk for such expenses; provided, however, the Parties shall not be responsible for expenses incurred in connection with the conduct of early voting in the Joint Primary Election other than expenses relating to the printing of early voting ballots and the costs of the early voting ballot board for which the Parties shall be responsible as authorized by Section 173.003, Texas Election Code, and by Section 81.132, Title 1, Texas Administrative Code. Costs incurred by each Party for the conduct of the March 2, 2010 Joint Primary Election include the costs of early voting ballots, the costs of the early voting ballot board payable from each Party's primary fund, and each Party's share of the costs of conducting the March 2, 2010 Joint Primary Election on election day, election night and after the election. The Parties will share such costs on a 50/50 basis. However, the Parties will not be responsible for the costs of training election workers, or of providing materials published by the Texas Secretary of State's Office. The regular salaries of personnel regularly employed by the County may not be paid from or reimbursed to the County from the primary fund. However, such personnel shall be paid from the primary fund for contractual duties performed outside normal business hours. Salaries paid to temporary election workers shall be paid from the primary fund. The County Clerk may not be compensated for the performance of duties or services which she is required by statute to perform.
4. Each Party will handle all aspects of its precinct convention process and will cover all costs incurred in connection with its precinct convention.
5. Each Party will be responsible for performing the duties, responsibilities, and functions as specified in Chapter 173 of the Election Code, and Section 172.126 of the Election Code, all other applicable provisions of the Texas Election Code, and all applicable rules promulgated by the Texas Secretary of State's Office regarding the conduct of the March 2, 2010 Joint Primary Election and the April 13, 2010 Joint Primary Runoff Election, if held.

D. Payment of Election Expenses.

| 218354-1

1. The Parties shall pay the County Clerk for actual expenses and charges incurred in the conduct of the March 2, 2010 Joint Primary Election as set forth in the itemized bill which will be submitted to the Parties by the Travis County Clerk.
2. The County Clerk will provide the Parties documentation of the actual expenses and charges incurred in the conduct of the March 2, 2010 Joint Primary Election.
3. Each Party shall pay the County Clerk its share of the actual expenses and charges incurred in the conduct of the April 13, 2010 Joint Primary Runoff Election, if held for that Party, as set forth in the itemized bill submitted by the County Clerk for the conduct of such election. If a Party does not hold a primary runoff election, that Party will not be expected to pay expenses incurred in the conduct of a primary runoff election. The County Clerk will provide the Parties documentation of the actual expenses and charges incurred in the conduct of the Joint Primary Runoff Election.
4. Within thirty (30) days after receipt of the bill submitted by the County Clerk for the conduct of the March 2, 2010 Joint Primary Runoff Election, each Party shall pay the County Clerk in one lump sum the total amount the Party owes the County Clerk, as specified in the bill submitted by the County Clerk, for the conduct of the Joint Primary Runoff Election; provided, however, a Party is not expected to pay for the conduct of a Joint Primary Runoff Election if such election does not involve that Party.
5. The Joint Primary Election and any Joint Primary Runoff Election shall be subject to the financing provisions of Chapter 173 of the Election Code and the provisions of Section 31.100 of the Election Code to the extent such provisions are not in conflict with Chapter 173 of the Election Code, as well as all applicable rules promulgated by the Texas Secretary of State's Office regarding the financing and payment for Joint Primary Elections.
6. If either Party fails to pay its share of the actual expenses and charges incurred in the conduct of the March 2, 2010 Joint Primary Election or for the April 13, 2010 Joint Primary Runoff Election, if held, as set forth in the bill(s) submitted by the County Clerk for the Joint Primary Election, or for the Joint Primary Runoff Election, if held, such failure shall constitute a breach of this Agreement; and, in the event of such breach, the County and/or the County Clerk shall be entitled to pursue any and all rights and remedies allowed under federal or Texas law (statutory law, case law, rules, or regulations).
7. The County Clerk is hereby authorized on behalf of both Parties to contract with third persons to obtain election services and supplies needed for the County Clerk to perform her duties, responsibilities, and functions in a Joint Primary Election and in a Joint Primary Runoff Election, if held. The County Clerk is the agent of both Parties only for purposes of contracting with third persons for election services and

supplies and the resulting expenses incurred in connection therewith, such as third party claims, where such election services and supplies are needed for the County Clerk to perform her duties, responsibilities, and functions in the conduct of the Joint Primary Election and the Joint Primary Runoff Election, if held. Each Party will be responsible for paying that Party's share of all third party claims for election services and supplies obtained for the conduct of the Joint Primary Election and the Joint Primary Runoff Election, if held, regardless of whether the election services and supplies in question are obtained directly from a third person by the County Clerk or directly from a third person by a representative of the Party. Because the Parties are responsible for paying all such third party claims, Travis County and the Travis County Clerk shall not be responsible for the payment of such claims and shall not be liable for the payment of such claims.

8. Once the Election Officer submits to each Party Chair the Report of Estimated Expenses, which accompanies the attached Contract, each Party shall be responsible for submitting to the Texas Secretary of State all expense reports required by the Secretary of State, in accordance with applicable statutory law and rules promulgated by the Secretary of State's Office.

9. The Parties shall be responsible for filing with the Texas Secretary of State's Office all of their statements, forms, and documents necessary to obtain reimbursement from the Secretary of State's Office for the Joint Primary Election and the Joint Primary Runoff Election, if held.

10. Payment to the County Clerk for conduct of the Joint Primary Election, and for conduct of the Joint Primary Runoff Election, if held, shall be made by certified check to the County Clerk at the following address: The Honorable Dana DeBeauvoir, Travis County Clerk, Travis County Clerk's Office, 5501 Airport Boulevard, Austin, Texas 78751. Payment may be hand-delivered or sent by registered or certified mail in accordance with the notice provisions of this Agreement.

E. Non-Liability.

1. The performance by the County of any duties, responsibilities, functions, or obligations undertaken by the County, by and through any County officers, (elected or appointed), including but not limited to the County Clerk, or any County departments, agents, employees, invitees, or licensees in the conduct of the March 2, 2010 Joint Primary Election or in the conduct of the April 13, 2010 Joint Primary Runoff Election, if held, is expressly conditioned upon the performance by the Parties and their respective officers, agents, employees, invitees, or licensees of the duties, responsibilities, functions, and obligations undertaken by the Parties under the attached Election Services Contract, this Memorandum of Understanding, Chapter 173 of the Election Code, Section 172.126 of the Election Code, any other applicable provisions of the Election Code, or any applicable rules promulgated by the Texas Secretary of State's Office.

2. The County, its officers (elected or appointed), including but not limited to the County Clerk, its departments, agents, employees, invitees, and licensees shall not be liable for failure to perform any duty, responsibility, function, or obligation undertaken by the County pursuant to the attached Election Services Contracts, this Memorandum of Understanding, Chapter 173 of the Election Code, Sections 172.126 and Section 31.100 of the Election Code, any other applicable provisions of the Election Code, or under any applicable rules promulgated by the Texas Secretary of State's Office, where such failure arises directly or indirectly from either Party's failure to perform the Party's duties, responsibilities, functions, or obligations pursuant to the attached Election Services Contract, this Memorandum of Understanding, Chapter 173 of the Election Code, Sections 172.126 or Section 31.100 of the Election Code, any other applicable provisions in the Texas Election Code, or any applicable rules promulgated by the Texas Secretary of State's Office.

F. General Provisions.

1. Effective Date. This Memorandum of Understanding shall commence on the date it is approved by the Travis County Commissioners Court. This Memorandum of Understanding shall continue in full force and effect until the election expenses and charges set forth in the bill(s) submitted by the County Clerk to the Parties for the conduct of the Joint Primary Election are paid in full by the Parties and until all other payment obligations set forth in this Memorandum of Understanding have been met. Each Party's obligations under this Memorandum of Understanding shall not end until that Party's share of said expenses and charges is paid in accordance with the terms, conditions, and provisions of this Memorandum of Understanding, and until all other payment obligations set forth in this Memorandum of Understanding are fully met. For purposes of this paragraph, this Memorandum of Understanding hereby incorporates by reference all the terms, conditions, and provisions set forth in Chapter 173 of the Election Code, Sections 172.126 and 31.100 of the Election Code, all other applicable provisions of the Election Code, and all applicable rules promulgated by the Texas Secretary of State's Office regarding the conduct of the Joint Primary Election. As used in this Memorandum of Understanding, the term "Joint Primary Election" refers to both the March 2, 2010 Joint Primary Election and the April 13, 2010 Joint Primary Runoff Election, if held.
2. Amendment/Modification. The Parties to this Memorandum of Understanding may amend or modify this Memorandum of Understanding by executing a supplemental written agreement setting forth the amendment or modification. The amendment or modification shall not be effective unless such amendment or modification is in writing, signed by the Parties and the County, and dated subsequent to the date of this Memorandum of Understanding.
3. Notice.

i. All notices sent pursuant to this Agreement shall be in writing and may be hand-delivered or sent by registered or certified mail, postage pre-paid, return receipt required and delivered or mailed to the proper address as set forth below.

ii. Notices to the County shall be given to:

Honorable Dana DeBeauvoir
Travis County Clerk
Travis County Clerk's Office
5501 Airport Boulevard
Austin, Texas 78751.

with a copy to:

Honorable David Escamilla
Travis County Attorney
314 West 11th Street, Suite 300
Austin, Texas 78701
Attention: Elections - File No. 64.554

Notice to the Travis County Republican Party shall be sent to:

Dr. Rosemary Edwards, County Chair or
Ms. Michele Samuelson, Executive Director
7901 Cameron Rd., Suite 3-202
Austin, Texas 78754
Phone No. (512) 617-4168

Notice to the Travis County Democratic Party shall be sent to:

Mr. Andy Brown, County Chair or
Ms. Laura Hernandez, Executive Director
P. O. Box 684263
Austin, Texas 78768
Phone No. (512) 477-7500

iii. Written notice hand-delivered shall be deemed effective immediately, provided such notice is given as prescribed in this paragraph iii. Written notice sent by registered or certified mail shall be deemed effective three (3) days after deposit in a U.S. Mail Box or at a U.S. Post Office, provided such notice is given as prescribed in this paragraph iii.

iv. The parties to this Memorandum of Understanding may change their respective addresses for giving notice, by giving notice as prescribed herein.

4. Venue.

All obligations and undertakings pursuant to this Memorandum of Understanding, including the Election Services Contracts attached hereto are fully performable in Travis County, Texas. Venue for any dispute between the County, including any of its officers (elected or appointed), including but not limited to the County Clerk, and the Parties regarding any matter relating to the conduct of the March 2, 2010 Joint Primary Election, or the conduct of the April 13, 2010, Joint Primary Runoff Election, if held, will lie in the appropriate courts of Travis County, Texas.

5. Entire Agreement

5.1 The Agreement between the County, the County Clerk, the Travis County Republican Party, and the Travis County Democratic Party regarding the conduct of the March 2, 2010 Joint Primary Election and the conduct of the April 13, 2010 Joint Primary Runoff Election, if held, consists of the following:

- i. This Memorandum of Understanding and
- ;
- ii. The attached Election Services Contracts

5.2 The items set forth in Section 5.1, parts i-ii, constitute the entire Agreement between the Parties hereto regarding the conduct of the March 2, 2010 Joint Primary Election and the conduct of the April 13, 2010 Joint Primary Runoff Election, if held, and supersede all prior negotiations, agreements, representations, and understandings, if any, either written or oral, between the parties hereto regarding the conduct of the Joint Primary Election and the Joint Primary Runoff Election, if held.

6. Breach.

6.1 Failure by the Parties to pay the County Clerk the sums of money owed under this Agreement, or the failure by the Parties to perform any of their other respective duties, responsibilities, functions, or obligations under this Agreement shall constitute a breach of this Agreement; and, in the event of such breach, the County and/or the County Clerk shall be entitled to pursue any and all rights and remedies allowed under federal and/or Texas statutory law, case law, regulations, or rules in order to remedy such breach.

6.2 Failure by the County or the County Clerk to perform any of their respective duties, responsibilities, functions, or obligations as set forth in this Agreement shall constitute a breach of this Agreement; and, in the event of such breach, the political parties shall be entitled to pursue any and all rights and remedies allowed under federal and/or Texas statutory law, case law, regulations, or rules in order to remedy such breach. This Paragraph 6.2 shall not be construed to waive the County's sovereign immunity, and the County hereby retains all of its affirmative defenses.

6.3 In the event either political Party breaches its duties or obligations as set forth in this Memorandum of Understanding, the attached Contract, Chapter 173 of Texas Election Code, Section 172.126 of the Election Code, any other applicable provision of the Election Code, or in any rule promulgated by the Texas Secretary of State's Office affecting payment to the County Clerk under this Agreement or affecting the performance by the political Party of any of its other duties, responsibilities, functions, or obligations under this Agreement, the County and/or the County Clerk shall be entitled to pursue any and all rights and remedies allowed under federal and/or Texas statutory law, case law, regulations, or rules in order to remedy such breach; and failure by the County and/or the County Clerk to pursue any rights or remedies to which it may be entitled or the partial exercise by the County or the County Clerk of any rights or remedies to which it may be entitled shall not constitute a waiver by the County or the County Clerk of such breach or of any subsequent breach of this Agreement; and no action, inaction, or representation, either written or oral, by any official, agent, representative, employee, or election worker of the County and/or the County Clerk shall be considered a waiver by the County or the County Clerk of such breach or of any subsequent breach of this Agreement.

6.4 In the event the County and/or the County Clerk breach any of their respective duties, responsibilities, functions, or obligations set forth in this Memorandum of Understanding, the attached Contract, Chapter 173 of the Election Code, Section 172.126 of the Election Code, any other applicable provisions of the Election Code, or any applicable rule promulgated by the Texas Secretary of State's Office regarding conduct of the March 2, 2010 Joint Primary Election or conduct of the April 13, 2010 Joint Primary Runoff Election, the political Party affected shall be entitled to pursue any and all rights and remedies allowed under federal and/or Texas statutory law, case law, regulations, or rules in order to remedy such breach; and, failure by either Party to pursue any rights or remedies to which that Party may be entitled, or that Party's partial exercise of any rights or remedies to which it may be entitled shall not constitute a waiver by that Party of such breach or of any subsequent breach of this Agreement; and, no action, inaction, or representation, either written or oral, by any official, agent, representative, employee, or election worker of the Party shall be considered a waiver by that Party of such breach or of any subsequent breach of this Agreement. This Paragraph 6.4 shall not be construed to waive County's sovereign immunity; and County hereby retains all of its affirmative defenses.

6.5 As used in this Memorandum of Understanding, the term "Agreement" refers to this Memorandum of Understanding, the Election Services Contracts attached hereto, the provisions of Chapter 173 of the Election Code, Sections 172.126, and 31.100 of the Election Code, all other applicable provisions of the Election Code, and all applicable rules

promulgated by the Texas Secretary of State's Office regarding the conduct of the March 2, 2010 Joint Primary Election and the conduct of the April 13, 2010 Joint Primary Runoff Election, if held.

7. Force Majeure.

In the event the performance by the County or the County Clerk of any of its duties, responsibilities, functions, or obligations as set forth in this Agreement, is delayed by an occurrence, whether such occurrence be an act of God, or the common enemy, or the result of war, riot, civil commotion, sovereign conduct by a jurisdiction other than the County, or an act or conduct of any person or persons not privy to this Agreement or not under the control of the County, then the County and the County Clerk shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects of such occurrence on the performance of the obligation(s) in question.

8. Gender and Number.

As used in this Memorandum of Understanding, a masculine, feminine, or neuter gender, and a singular, or plural number shall each be deemed to include the others, unless the context indicates otherwise.

9. Other Instruments.

The County, the County Clerk, the Travis County Democratic Party, and the Travis County Republican Party agree that they will execute all other instruments and any documents as may become necessary or convenient to effectuate and carry out the purposes of this Agreement, as set forth in this Memorandum of Understanding, the attached Election Services Contracts, Chapter 173 of the Election Code, Sections 172.126 and 31.100 of the Election Code, all other applicable provisions of the Election Code, and all applicable rules promulgated by the Texas Secretary of State's Office.

EXECUTED this 19th day of JAN., 2000.

TRAVIS COUNTY

By:

Honorable Samuel T. Biscope
Travis County Judge

Date:

By:

Honorable Dana DeBeauvoir
Travis County Clerk

Date:

TRAVIS COUNTY DEMOCRATIC PARTY

By:

Andy Brown, as Chair, acting individually
Andy Brown, County Chair

Date:

1/6/10

TRAVIS COUNTY REPUBLICAN PARTY

By:

Dr. Rosemary Edwards, County Chair

Date:

TRAVIS COUNTY REPUBLICAN PARTY

By:



Dr. Rosemary Edwards, County Chair

Date:

1-6-10

**2010 PRIMARY ELECTION SERVICES CONTRACT
WITH THE COUNTY ELECTIONS OFFICER
STATE OF TEXAS, COUNTY OF TRAVIS**

THIS CONTRACT is made and entered into this 6th day of JAN., 2010, by and between the Travis County Democratic Party, acting by and through the Chair of its County Executive Committee, Andy Brown, hereinafter referred to as "Party," and Dana DeBeauvoir, County Election Officer of Travis County, Texas, hereinafter referred to as the "Contracting Officer," under the authority of Section 31.092(b), Texas Election Code and relating to the conduct and supervision of the Travis County Democratic Party's Primary Election on March 2, 2010 (hereinafter referred to as the "election"), and the Travis County Democratic Party's Runoff Primary Election, if necessary, on April 13, 2010 (hereinafter referred to as the "runoff election").

THIS CONTRACT is subject to the written approval of the Texas Secretary of State and is not binding on the parties until such written approval is obtained.

THIS CONTRACT is entered into for and in consideration of the mutual covenants and promises hereinafter set out, and for the purpose of ensuring that the Contracting Officer and the Party understand the tasks each is to perform in connection with the election and the runoff election:

1. Duties and Services of the Contracting Officer. The Contracting Officer shall be responsible for performing the following duties and furnishing the following services and equipment in connection with the election and the runoff election:

- 1.1 Promptly after being advised by the Party of the designated polling places, contact the owners or custodians of the designated polling places and arrange for their use in the election and runoff election.
- 1.2 Conduct one or more election schools, and notify the election judges of the date(s), time(s), and place(s) of such schools.
- 1.3 Program, or arrange to have programmed, the ballot.
- 1.4 Arrange to have published the legal notice of the first test of the electronic tabulating equipment as provided in Section 127.096, Texas Election Code, and conduct all required tests of the electronic tabulating equipment under Sections 127.096-127.098 and 129.021-129.023, Texas Election Code.

- 1.5 Procure and distribute all necessary election supplies, including without limitation, ballots, election kits, office supplies such as paperclips, pens, etc., ballot boxes, and voting booths.
 - 1.6 Procure all necessary voting machines and equipment, prepare them for use at the early voting locations and at the Election Day polling places, and transport them (or arrange to have them transported) to and from the early voting locations and at the Election Day polling places.
 - 1.7 Arrange for the use of a central counting/central accumulation station and for the tabulating personnel and equipment needed at the counting/accumulation station and assist in the preparation of programs and the test materials for the tabulation of ballots to be used with electronic voting equipment.
 - 1.8 Obtain voter registration lists from the voter registrar to be used during early voting and on Election Day.
 - 1.9 As requested by the Party, assist in the general overall supervision of the election and the runoff election and provide advisory services in connection with the decisions to be made and the actions to be taken by the officers of the Party who are responsible for holding the election and the runoff election.
 - 1.10 If requested by the Party, prepare the unofficial tabulation of precinct results on Election Night in accordance with Section 172.113, Texas Election Code.
 - 1.11 Submit Election Night Returns (ENR) electronically to the Texas Secretary of State in the form requested by the Texas Secretary of State.
 - 1.12 If requested by the Party, prepare and submit to the Texas Secretary of State an electronic report of the number of votes, including early voting votes, received in each county election precinct by each candidate for a statewide office or the office of U.S. Representative, state senator, or state representative, in accordance with Sections 67.017 and 172.124, Texas Election Code.
- 2. Duties and Services of the Party.** The Party shall be responsible for performing the following duties in connection with the election and the runoff election:
- 2.1 Prepare and submit all required submissions to the U.S. Department of Justice under the federal Voting Rights Act of 1965 for the election and runoff election.
 - 2.2 As soon as possible after January 1, 2010, in accordance with Sections 42.002(a)(3), 42.009 and 43.003, Texas Election Code, determine whether there will be a consolidation of county voting precincts for the election and the runoff election, designate the polling place for each voting precinct for the election and runoff election, and advise the Contracting Officer of any such consolidations and the names and addresses of the polling places and the contact persons for them.

- 2.3 Appoint a presiding and an alternate judge for each Election Day polling place, a presiding judge for the central counting station, and a presiding judge for the early voting ballot board and promptly provide the names and contact information to the Contracting Officer. (It is the responsibility of the presiding judges to appoint the appropriate number of election clerks.)
 - 2.4 Notify the election judges of the election and the runoff election in accordance with Section 4.007, Texas Election Code.
 - 2.5 In accordance with Section 172.1112, Texas Election Code, post a notice of the election (and of any runoff election) and a notice of any consolidated precincts, if applicable, on the bulletin board used for posting notices of meetings of commissioners court. The notice must contain the information set forth in Section 4.004, Texas Election Code and be posted within the time frame set forth in Section 4.003(b), Texas Election Code.
 - 2.6 As soon as possible after January 4, 2010 (or in the case of a runoff election, after March 2, 2010) to allow sufficient time to prepare the ballot and to conduct any necessary logic and accuracy testing so that ballots going overseas may be mailed no later than 45 days before the Election Dates for the election and the runoff election, certify in writing to the Contracting Officer (i) the candidates' names (as they are to appear on the ballot) and offices, and (ii) any referenda under Section 172.087, Texas Election Code (in English, Spanish, and any other required languages) that are to appear on the ballot.
 - 2.7 Supervise the overall conduct of the election in the county, including the tabulation of results as set forth in Section 31.092(d), Texas Election Code.
- 3. Compensation, Billing, and Payment.**
- 3.1 For the performance of duties and services and the providing of equipment and supplies under Paragraph 1 above, the Party shall pay the Contracting Officer for the actual expenses he/she incurs in accordance with Section 31.100 and Section 123.033 (e) and (f), Texas Election Code, including without limitation, the costs and expenses of election supplies, newspaper notice publication, use of voting machines and equipment, wages and salaries of the central counting station personnel, programming the ballot, logic and accuracy testing, and voting machines and equipment transportation.
 - 3.2 For the performance of duties and services and the providing of equipment and supplies under Paragraph 1 above, the Party shall pay the Contracting Officer a fee of 10% of the total amount of the contract (but not less than \$75) in accordance with Section 31.100(d), Texas Election Code.
 - 3.3 As soon as reasonably possible after the election or the runoff election, the Contracting Officer will submit an itemized invoice to the Party (i) for the actual expenses he/she incurred as described in 3.1 above and (ii) for the Contracting Officer's fee as described

in 3.2 above. The Contracting Officer will use his/her best efforts to submit the invoice within 45 days after the runoff election.

3.4 The Contracting Officer's invoice shall be due and payable by the Party to the address set forth in the invoice within 30 days after its receipt by the Party. If the Party dispute any portion of the invoice, the Party shall notify the Contracting Officer within such 30-day period or the invoice will be deemed to be a true and accurate rendering of the amount that is due.

3.5 A cost estimate for the election and the runoff election is attached to and made a part of this contract as Exhibit A.

4. **Early Voting.** In accordance with Section 83.002(2), Texas Election Code, the Contracting Officer is the early voting clerk for the election and the runoff election, both with respect to early voting in person and voting by mail. The county shall not be entitled to reimbursement from the Party for the cost of early voting, except for the cost of the ballots and the DRE voting equipment, as set forth in the administrative rules promulgated by the Texas Secretary of State.

5. **Voting System.** The voting system to be used in the election and runoff election is the HartICE Slate system.

6. **Acknowledgement of Shared Election.** The Party acknowledges that the Contracting Officer, in accordance with Section 31.092(d), Texas Election Code, may enter into a similar Primary Election Services Contract with any other political party in the same county that nominates its candidates for office by primary election. In such event, the Party agrees to share common polling places and the cost of ballot programming with the other political party. It is not the intent of this paragraph to establish a joint primary under Section 172.126, Texas Election Code, but to allow the Party and the other political party in connection with their Primary Elections to share services, facilities, and equipment, and the cost thereof, when it is appropriate, efficient, and economical to do so.

7. **General Provisions.**

7.1 Nothing contained in this contract shall authorize or permit a change in the officer with whom or the place at which any document or record relating to the election or to the runoff election is to be filed, the place at which any function is to be carried out, the officers who conduct the official canvass of the election returns, the officer to serve as custodian of the voted ballots or other election records, or any other nontransferable functions specified by Section 31.096, Texas Election Code.

7.2 The Contracting Officer is the agent of the Party for purposes of contracting with third parties with respect to the election expenses within the scope of the Contracting Officer's duties, and the Contracting Officer is not liable for the Party's failure to pay a claim.

7.3 The Contracting Officer shall file copies of this contract with the County Treasurer (County Judge, if there is not a County Treasurer) and the County Auditor of Travis County, Texas.

7.4 Only the actual expenses directly attributable to the contract may be charged to the Party by the Contracting Officer, including administrative fees, Section 31.100, Texas Election Code.

7.5 The Party remains liable to pay the Contracting Officer for the actual expenses directly attributable to the Contract, except as provided in Paragraph 4 above, whether or not the Party receives funds from the Texas Secretary of State under Chapter 173, Texas Election Code.

7.6 For purposes of implementing this Contract, the Contracting Officer and the Party designate the following individuals, and whenever the Contract requires submission of information or notice to the Contracting Officer or the Party, submission or notice shall be made to these individuals:

For the Contracting Officer:

Name: Gail Fisher
Mailing Address: PO Box 149325
Austin, Texas 78714-9325
Tel.: (512) 854-9193
Fax: (512)854-9175
Email: gail.fisher@co.travis.tx.us

For the Party:

Name: Andy Brown
Mailing Address: PO Box 684263
Austin, Texas 78768-4263
Tel.: (512) 477-7500
Fax: (512) 477-7769
Email: info@TravisCountyDemocrats.org

WITNESS THE FOLLOWING SIGNATURES AND SEALS ON THE RESPECTIVE DATES SHOWN BELOW:

The Contracting Officer

Dana DeBeauvoir
Travis County Clerk

Date: _____

The Party

Travis County Democratic Party

By: Andy Brown as chair not individually APR

Title: Travis County Democratic Party Chair

Date: 1/6/10

The State of Texas §
County of Travis §

Before me, the undersigned authority, on this day personally appeared Dana DeBeauvoir known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purpose and consideration therein expressed. Given under my hand and seal of office on this, the _____ day of _____, 20__.

(Seal)

Signature of officer administering oath

Title of officer administering oath

The State of Texas §
County of _____ §

Before me, the undersigned authority, on this day personally appeared _____ and _____ known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purpose and consideration therein expressed. Given under my hand and seal of office on this the _____ day of _____, 20__.

(Seal)

Signature of officer administering oath

Title of officer administering oath

APPROVED:

Texas Secretary of State

By _____

Title _____

Date _____

Exhibit A

B. ESTIMATED COST OF PRIMARY/RUNOFF

(If an item is contracted, please indicate by typing the letter "C" on the blank line prior to line item.)

	County Chair Requested Amount	SOS Estimated Amount	Contracted w/ County	Notes – SOS Use Only
1. Ballot printing costs (receipts req'd)	\$ <u>5,000.00</u>	\$ _____	<input checked="" type="checkbox"/>	_____
2. Electronic voting system programming and testing (receipts req'd)	\$ <u>0.00</u>	\$ _____	<input checked="" type="checkbox"/>	_____
3. Publication of Testing electronic voting systems (receipts req'd)	\$ <u>275.00</u>	\$ _____	<input checked="" type="checkbox"/>	_____
4. Vendor and County Technical and Site Support				
A. Vendor	\$ <u>750.00</u>	\$ _____	<input checked="" type="checkbox"/>	_____
B. County	\$ _____	\$ _____	<input checked="" type="checkbox"/>	_____
5. Election kits and other precinct supplies (receipts req'd)	\$ <u>13,000.00</u>	\$ _____	<input checked="" type="checkbox"/>	_____
6. Rental of voting equipment				
A. Rental of county-owned voting equipment per complete unit only				
<u>900</u> X rental rate of \$5.00 =	\$ <u>4,500.00</u>	\$ _____	<input checked="" type="checkbox"/>	_____
(# of devices) (per unit)				
B. Rental of non-county-owned voting equipment per complete unit only				
1. DREs/Touch Screens/PEBs _____ X rental rate of \$ _____ = \$ <u>0.00</u>	\$ _____	\$ _____	<input type="checkbox"/>	_____
(# of devices) (per unit)				
7. Transportation of voting equipment (Such expenses as Labor Cost, Vehicle Rental, or Fuel - detail itemized receipts req'd)				
A. Voting Booths	\$ _____	\$ _____	<input type="checkbox"/>	_____
B. Transportation charges for Delivery of Machines	\$ <u>4,250.00</u>	\$ _____	<input checked="" type="checkbox"/>	_____
8. Primary (Number of polling places rented <u>50</u>)	\$ <u>5,000.00</u>	\$ _____	<input checked="" type="checkbox"/>	_____
9. Precinct election judges and clerks (compensation sheets req'd)				
<u>927</u> X \$8.50 X 14 hours	\$ <u>110,313.00</u>	\$ _____	<input checked="" type="checkbox"/>	_____
# of precinct judges & clerks (training required) (hourly rate) (per person)				

	County Chair Requested Amount	SOS Estimated Amount	Contracted w/ County	Notes – SOS Use Only
10. Election judges or clerks' fee for pickup and delivery of supplies (compensation sheets req'd for final)				
<u>206</u> # of election judges or clerks (training required)	X \$15.00 dollars (fee -max. \$15.00 per person per polling location)	\$ 3,090.00	\$ _____	<input checked="" type="checkbox"/> _____
11. Personnel for Central Counting Station				
A. CCS Manager _____ 1 mgr per station	X \$ _____ X (hourly rate)	5 hours (per person)	\$ 0.00	\$ _____ <input checked="" type="checkbox"/> _____
B. Tabulation Supervisor _____ 1 tab. supvr. per station	X \$ _____ X (hourly rate)	5 hours (per person)	\$ 0.00	\$ _____ <input checked="" type="checkbox"/> _____
C. Asst. Tab. Supervisor _____ # of workers	X \$ _____ X (hourly rate)	5 hours (per person)	\$ 0.00	\$ _____ <input checked="" type="checkbox"/> _____
D. Presiding Judge <u>96</u> 1 pres.judge & clerks per station (training required)	X \$8.50 X (hourly rate)	5 hours (per person)	\$ 4,080.00	\$ _____ <input checked="" type="checkbox"/> _____
12. Personnel for EVBB & PLBB Central Counting Station				
A. Early Voting Ballot Board personnel				
Primary <u>26</u> 1presiding judge & clerks (training required)	X \$8.50 X (hourly rate)	5 hours (per person)	\$ 1,105.00	\$ _____ <input checked="" type="checkbox"/> _____
B. Provisional and Late Ballot Board Processing				
Primary <u>26</u> 1presiding judge & clerks (training required)	X \$8.50 X (hourly rate)	5 hours (per person)	\$ 1,105.00	\$ _____ <input checked="" type="checkbox"/> _____
13. Miscellaneous <u>election day costs</u> (detail itemization - receipts req'd)				
<u>Temp Staff</u>		\$ 80,000.00	\$ _____	<input checked="" type="checkbox"/> _____
<u>Cellular Air and Mileage</u>		\$ 2,500.00	\$ _____	<input checked="" type="checkbox"/> _____
<u>Security</u>		\$ 5,000.00	\$ _____	<input checked="" type="checkbox"/> _____
14. County Election Services Contract Administrative Fee				
		\$ 23,996.00	\$ _____	_____
15. Total Estimated Cost of Primary. (Add lines B1-B14)				
		\$ 263,964.00	\$ _____	_____

County Chair
Requested Amount

SOS Approve Amount.

Notes – SOS Use Only

C. ESTIMATED ADMINISTRATIVE COST FOR PRIMARY/RUNOFF

1. Office rent _____ through _____ (Standard Lease Form Required & 3 Bids)	\$ _____	\$ _____	_____
2. Office Personnel	\$ _____	\$ _____	_____
3. Administrative Personnel Payroll Taxes	\$ _____	\$ _____	_____
4. Telephone and utilities	\$ _____	\$ _____	_____
5. Office Furniture rental	\$ _____	\$ _____	_____
6. Office Equipment rental	\$ _____	\$ _____	_____
7. Office Supplies	\$ _____	\$ _____	_____
8. Postage	\$ _____	\$ _____	_____
9. Legal Fees (<u>Written approval req'd – Payable on Final</u>)	\$ _____	\$ _____	_____
10. Ballot/Programming Re-Printing/Re-Programming Cost (receipts req'd) (<u>Report legal fees, re-printing or programming only on Final Cost Report</u>)	\$ _____	\$ _____	_____
11. Miscellaneous (detail itemization - receipts req'd)			
A. _____	\$ _____	\$ _____	_____
B. _____	\$ _____	\$ _____	_____
C. _____	\$ _____	\$ _____	_____
12. Total Estimated Administrative Cost of Primary. (Add lines C1-C11)	\$ <u>0.00</u>	\$ _____	_____

	County Chair Requested Amount	SOS Approve Amount.	Notes – SOS Use Only
D. TOTAL ESTIMATED PRIMARY/ RUNOFF COST (ADD LINES B15 AND C12)	\$ <u>263,964.00</u>	\$ _____	_____
E. FINANCING SOURCES			
1. Beginning balance (include funds retained from prior primary)	\$ _____	\$ _____	_____
2. Filing fees received by County Chair from Candidates	\$ _____	\$ _____	_____
3. Filing fees received from State Executive Committee	\$ _____	\$ _____	_____
F. SUBTOTAL OF FINANCING SOURCES (ADD LINES E1 – E3)	\$ <u>0.00</u>	\$ _____	_____
G. CONTRIBUTIONS, MISCELLANEOUS, & EARNED INTEREST	\$ _____	\$ _____	_____
H. TOTAL FINANCING SOURCES (ADD LINES F + G)	\$ <u>0.00</u>	\$ _____	_____
I. NET ESTIMATED PRIMARY/RUNOFF COST OR (SURPLUS) (SUBTRACT LINE H FROM LINE D)	\$ <u>263,964.00</u>	\$ _____	_____
J. 75% OF NET ESTIMATED COST- § 173.083(b) (1), TEX. ELEC. CODE	\$ <u>197,973.00</u>	\$ _____	_____

*Rule refers to the 2010 Primary Finance Rules, Texas Administrative Code, §§ 81.101-81.134

**Rule refers to the 2010 Joint Primary Finance Rules, Texas Administrative Code, §§ 81.145-81.157

K. SWORN AFFIDAVITS

I, _____, County Chair of the _____ Party in _____, County, Texas, do solemnly swear that the foregoing facts and estimated costs are true and accurate and that all information required to be reported by me for the 2010 General Primary Election are fully shown.

Signature of County Chair

Date

The State of Texas
County of _____

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 acknowledge to me that he or she executed the same for the purpose and consideration therein expressed. Given under my hand and seal of office on this _____ day of _____, _____.

Signature of officer administering oath

Date

SEAL

Title of officer administering oath

PLEASE COMPLETE THE FOLLOWING IF CONTRACTING WITH THE COUNTY.

I, _____, County Election Officer, do solemnly swear that the foregoing facts and estimated costs reported in Sections A and B are true and accurate and that all information required to be reported by me for the 2010 Joint General Primary Election are fully shown.

Signature of County Election Officer

Title

Date

The State of Texas
County of _____

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 acknowledge to me that he or she executed the same for the purpose and consideration therein expressed. Given under my hand and seal of office on this _____ day of _____, _____.

Signature of officer administering oath

Date

SEAL

Title of officer administering oath

AUTHORIZATION FOR ISSUANCE OF WARRANT

TO BE COMPLETED BY SECRETARY OF STATE ONLY

Total Estimated Primary Cost as Submitted \$ _____

Total Estimated Primary Cost as Approved by the Secretary of State \$ _____

Net Estimated Cost \$ _____

APPROVED: Authorization for issuance of Warrant for 75% of Net Estimated Cost of the Primary Election \$ _____

Secretary of State's Office: BY _____
Election Funds Management Director Date

AGENCY CERTIFICATION

I approve this voucher for payment. The above goods or services correspond in every particular with the contract under which they were purchased. The invoice for the goods or services is correct. This payment complies with the General Appropriations Act.

Approved for Payment _____
Director for Elections Date

PLEASE MAIL OR FAX PRIMARY/RUNOFF ESTIMATE INCLUDING ATTACHMENTS TO:

**Secretary Of State
Election Funds Management Section
P. O. Box 12060
Austin, Texas 78711-2060
(512) 463-7552**

SHOULD YOU HAVE ANY QUESTIONS ON COMPLETING THIS FORM, PLEASE CALL 1-800-252-2216 OR 512-463-5650

PRIMARY FINANCE RECORDS ARE SUBJECT TO THE OPEN RECORDS ACT.

**2010 PRIMARY ELECTION SERVICES CONTRACT
WITH THE COUNTY ELECTIONS OFFICER
STATE OF TEXAS, COUNTY OF TRAVIS**

THIS CONTRACT is made and entered into this 6th day of January, 2010, by and between the Travis County Republican Party, acting by and through the Chair of its County Executive Committee, Dr. Rosemary Edwards, hereinafter referred to as "Party," and Dana DeBeauvoir, County Election Officer of Travis County, Texas, hereinafter referred to as the "Contracting Officer," under the authority of Section 31.092(b), Texas Election Code and relating to the conduct and supervision of the Travis County Democratic Party's Primary Election on March 2, 2010 (hereinafter referred to as the "election"), and the Travis County Democratic Party's Runoff Primary Election, if necessary, on April 13, 2010 (hereinafter referred to as the "runoff election").

THIS CONTRACT is subject to the written approval of the Texas Secretary of State and is not binding on the parties until such written approval is obtained.

THIS CONTRACT is entered into for and in consideration of the mutual covenants and promises hereinafter set out, and for the purpose of ensuring that the Contracting Officer and the Party understand the tasks each is to perform in connection with the election and the runoff election:

1. ***Duties and Services of the Contracting Officer.*** The Contracting Officer shall be responsible for performing the following duties and furnishing the following services and equipment in connection with the election and the runoff election:
 - 1.1 Promptly after being advised by the Party of the designated polling places, contact the owners or custodians of the designated polling places and arrange for their use in the election and runoff election.
 - 1.2 Conduct one or more election schools, and notify the election judges of the date(s), time(s), and place(s) of such schools.
 - 1.3 Program, or arrange to have programmed, the ballot.
 - 1.4 Arrange to have published the legal notice of the first test of the electronic tabulating equipment as provided in Section 127.096, Texas Election Code, and conduct all required tests of the electronic tabulating equipment under Sections 127.096-127.098 and 129.021-129.023, Texas Election Code.

- 1.5 Procure and distribute all necessary election supplies, including without limitation, ballots, election kits, office supplies such as paperclips, pens, etc., ballot boxes, and voting booths.
- 1.6 Procure all necessary voting machines and equipment, prepare them for use at the early voting locations and at the Election Day polling places, and transport them (or arrange to have them transported) to and from the early voting locations and at the Election Day polling places.
- 1.7 Arrange for the use of a central counting/central accumulation station and for the tabulating personnel and equipment needed at the counting/accumulation station and assist in the preparation of programs and the test materials for the tabulation of ballots to be used with electronic voting equipment.
- 1.8 Obtain voter registration lists from the voter registrar to be used during early voting and on Election Day.
- 1.9 As requested by the Party, assist in the general overall supervision of the election and the runoff election and provide advisory services in connection with the decisions to be made and the actions to be taken by the officers of the Party who are responsible for holding the election and the runoff election.
- 1.10 If requested by the Party, prepare the unofficial tabulation of precinct results on Election Night in accordance with Section 172.113, Texas Election Code.
- 1.11 Submit Election Night Returns (ENR) electronically to the Texas Secretary of State in the form requested by the Texas Secretary of State.
- 1.12 If requested by the Party, prepare and submit to the Texas Secretary of State an electronic report of the number of votes, including early voting votes, received in each county election precinct by each candidate for a statewide office or the office of U.S. Representative, state senator, or state representative, in accordance with Sections 67.017 and 172.124, Texas Election Code.

2. *Duties and Services of the Party.* The Party shall be responsible for performing the following duties in connection with the election and the runoff election:

- 2.1 Prepare and submit all required submissions to the U.S. Department of Justice under the federal Voting Rights Act of 1965 for the election and runoff election.
- 2.2 As soon as possible after January 1, 2010, in accordance with Sections 42.002(a)(3), 42.009 and 43.003, Texas Election Code, determine whether there will be a consolidation of county voting precincts for the election and the runoff election, designate the polling place for each voting precinct for the election and runoff election, and advise the Contracting Officer of any such consolidations and the names and addresses of the polling places and the contact persons for them.

- 2.3 Appoint a presiding and an alternate judge for each Election Day polling place, a presiding judge for the central counting station, and a presiding judge for the early voting ballot board and promptly provide the names and contact information to the Contracting Officer. (It is the responsibility of the presiding judges to appoint the appropriate number of election clerks.)
- 2.4 Notify the election judges of the election and the runoff election in accordance with Section 4.007, Texas Election Code.
- 2.5 In accordance with Section 172.1112, Texas Election Code, post a notice of the election (and of any runoff election) and a notice of any consolidated precincts, if applicable, on the bulletin board used for posting notices of meetings of commissioners court. The notice must contain the information set forth in Section 4.004, Texas Election Code and be posted within the time frame set forth in Section 4.003(b), Texas Election Code.
- 2.6 As soon as possible after January 4, 2010 (or in the case of a runoff election, after March 2, 2010) to allow sufficient time to prepare the ballot and to conduct any necessary logic and accuracy testing so that ballots going overseas may be mailed no later than 45 days before the Election Dates for the election and the runoff election, certify in writing to the Contracting Officer (i) the candidates' names (as they are to appear on the ballot) and offices, and (ii) any referenda under Section 172.087, Texas Election Code (in English, Spanish, and any other required languages) that are to appear on the ballot.
- 2.7 Supervise the overall conduct of the election in the county, including the tabulation of results as set forth in Section 31.092(d), Texas Election Code.

3. Compensation, Billing, and Payment.

- 3.1 For the performance of duties and services and the providing of equipment and supplies under Paragraph 1 above, the Party shall pay the Contracting Officer for the actual expenses he/she incurs in accordance with Section 31.100 and Section 123.033 (e) and (f), Texas Election Code, including without limitation, the costs and expenses of election supplies, newspaper notice publication, use of voting machines and equipment, wages and salaries of the central counting station personnel, programming the ballot, logic and accuracy testing, and voting machines and equipment transportation.
- 3.2 For the performance of duties and services and the providing of equipment and supplies under Paragraph 1 above, the Party shall pay the Contracting Officer a fee of 10% of the total amount of the contract (but not less than \$75) in accordance with Section 31.100(d), Texas Election Code.
- 3.3 As soon as reasonably possible after the election or the runoff election, the Contracting Officer will submit an itemized invoice to the Party (i) for the actual expenses he/she incurred as described in 3.1 above and (ii) for the Contracting Officer's fee as described

in 3.2 above. The Contracting Officer will use his/her best efforts to submit the invoice within 45 days after the runoff election.

- 3.4 The Contracting Officer's invoice shall be due and payable by the Party to the address set forth in the invoice within 30 days after its receipt by the Party. If the Party dispute any portion of the invoice, the Party shall notify the Contracting Officer within such 30-day period or the invoice will be deemed to be a true and accurate rendering of the amount that is due.
- 3.5 A cost estimate for the election and the runoff election is attached to and made a part of this contract as Exhibit A.
4. **Early Voting.** In accordance with Section 83.002(2), Texas Election Code, the Contracting Officer is the early voting clerk for the election and the runoff election, both with respect to early voting in person and voting by mail. The county shall not be entitled to reimbursement from the Party for the cost of early voting, except for the cost of the ballots and the DRE voting equipment, as set forth in the administrative rules promulgated by the Texas Secretary of State.
5. **Voting System.** The voting system to be used in the election and runoff election is the HartIC eSlate system.
6. **Acknowledgement of Shared Election.** The Party acknowledges that the Contracting Officer, in accordance with Section 31.092(d), Texas Election Code, may enter into a similar Primary Election Services Contract with any other political party in the same county that nominates its candidates for office by primary election. In such event, the Party agrees to share common polling places and the cost of ballot programming with the other political party. It is not the intent of this paragraph to establish a joint primary under Section 172.126, Texas Election Code, but to allow the Party and the other political party in connection with their Primary Elections to share services, facilities, and equipment, and the cost thereof, when it is appropriate, efficient, and economical to do so.
7. **General Provisions.**
 - 7.1 Nothing contained in this contract shall authorize or permit a change in the officer with whom or the place at which any document or record relating to the election or to the runoff election is to be filed, the place at which any function is to be carried out, the officers who conduct the official canvass of the election returns, the officer to serve as custodian of the voted ballots or other election records, or any other nontransferable functions specified by Section 31.096, Texas Election Code.
 - 7.2 The Contracting Officer is the agent of the Party for purposes of contracting with third parties with respect to the election expenses within the scope of the Contracting Officer's duties, and the Contracting Officer is not liable for the Party's failure to pay a claim.

- 7.3 The Contracting Officer shall file copies of this contract with the County Treasurer (County Judge, if there is not a County Treasurer) and the County Auditor of Travis County, Texas.
- 7.4 Only the actual expenses directly attributable to the contract may be charged to the Party by the Contracting Officer, including administrative fees, Section 31.100, Texas Election Code.
- 7.5 The Party remains liable to pay the Contracting Officer for the actual expenses directly attributable to the Contract, except as provided in Paragraph 4 above, whether or not the Party receives funds from the Texas Secretary of State under Chapter 173, Texas Election Code.
- 7.6 For purposes of implementing this Contract, the Contracting Officer and the Party designate the following individuals, and whenever the Contract requires submission of information or notice to the Contracting Officer or the Party, submission or notice shall be made to these individuals:

For the Contracting Officer:

Name: Gail Fisher

*Mailing Address: PO Box 149325
Austin, Texas 78714-9325*

Tel.: (512) 854-9193

Fax: (512)854-9175

Email: gail.fisher@co.travis.tx.us

For the Party:

Name: Dr. Rosemary Edwards

*Mailing Address: 7901 Cameron Rd., Suite 3-202
Austin, Texas 78754*

Tel.: (512) 617-4168

Fax: (512) 615-4737

Email: rosemary@tcrp.org

WITNESS THE FOLLOWING SIGNATURES AND SEALS ON THE RESPECTIVE DATES SHOWN BELOW:

The Contracting Officer

Dana DeBeauvoir

Travis County Clerk

Date: January 6, 2010

The Party Republican

By: [Signature]

Title: Travis Co. Republican Party

Date: 1-6-10

The State of Texas §
County of Travis §

Before me, the undersigned authority, on this day personally appeared Dana DeBeauvoir known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purpose and consideration therein expressed. Given under my hand and seal of office on this, the _____ day of _____, 20__.

(Seal)

Signature of officer administering oath

Title of officer administering oath

The State of Texas §
County of _____ §

Before me, the undersigned authority, on this day personally appeared _____ and _____ known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purpose and consideration therein expressed. Given under my hand and seal of office on this the _____ day of _____, 20__.

(Seal)

Signature of officer administering oath

Title of officer administering oath

APPROVED:

Texas Secretary of State

By _____

Title _____

Date _____

Exhibit A

B. ESTIMATED COST OF PRIMARY/RUNOFF

(If an item is contracted, please indicate by typing the letter "C" on the blank line prior to line item.)

	County Chair Requested Amount	SOS Estimated Amount	Contracted w/ County	Notes – SOS Use Only
1. Ballot printing costs (receipts req'd)	\$ 5,000.00	\$ _____	<input checked="" type="checkbox"/>	_____
2. Electronic voting system programming and testing (receipts req'd)	\$ 0.00	\$ _____	<input checked="" type="checkbox"/>	_____
3. Publication of <u>Testing</u> electronic voting systems (receipts req'd)	\$ 275.00	\$ _____	<input checked="" type="checkbox"/>	_____
4. Vendor and County Technical and Site Support				
A. Vendor	\$ 750.00	\$ _____	<input checked="" type="checkbox"/>	_____
B. County	\$ _____	\$ _____	<input checked="" type="checkbox"/>	_____
5. Election kits and other precinct supplies (receipts req'd)	\$ 13,000.00	\$ _____	<input checked="" type="checkbox"/>	_____
6. Rental of voting equipment				
A. Rental of <u>county-owned</u> voting equipment per <u>complete unit only</u>				
<u>900</u> X rental rate of \$5.00 =	\$ 4,500.00	\$ _____	<input checked="" type="checkbox"/>	_____
(# of devices) (per unit)				
B. Rental of <u>non-county-owned</u> voting equipment per <u>complete unit only</u>				
1. DREs/Touch Screens/PEBs _____ X rental rate of \$ _____ = \$ 0.00	\$ 0.00	\$ _____	<input type="checkbox"/>	_____
(# of devices) (per unit)				
7. Transportation of voting equipment (Such expenses as Labor Cost, Vehicle Rental, or Fuel - detail itemized receipts req'd)				
A. Voting Booths	\$ _____	\$ _____	<input type="checkbox"/>	_____
B. Transportation charges for Delivery of Machines	\$ 4,250.00	\$ _____	<input checked="" type="checkbox"/>	_____
8. Primary (Number of <u>polling places rented</u> <u>50</u>)	\$ 5,000.00	\$ _____	<input checked="" type="checkbox"/>	_____
9. Precinct election judges and clerks (compensation sheets req'd)				
<u>927</u> X \$8.50 X 14 hours	\$ 110,313.00	\$ _____	<input checked="" type="checkbox"/>	_____
# of precinct judges & clerks (hourly rate) (per person)				
<u>(training required)</u>				

	County Chair Requested Amount	SOS Estimated Amount	Contracted w/ County	Notes – SOS Use Only
10. Election judges or clerks' fee for pickup and delivery of supplies (compensation sheets req'd for final)				
<u>206</u> X \$15.00 dollars X # of election judges or clerks (fee -max. \$15.00 per person per polling location) (training required)	\$ <u>3,090.00</u>	\$ _____	<input checked="" type="checkbox"/>	_____
11. Personnel for Central Counting Station				
A. CCS Manager _____ X \$ _____ X 5 hours 1 mgr per station (hourly rate) (per person)	\$ <u>0.00</u>	\$ _____	<input checked="" type="checkbox"/>	_____
B. Tabulation Supervisor _____ X \$ _____ X 5 hours 1 tab. supvr. per station (hourly rate) (per person)	\$ <u>0.00</u>	\$ _____	<input checked="" type="checkbox"/>	_____
C. Asst. Tab. Supervisor _____ X \$ _____ X 5 hours # of workers (hourly rate) (per person)	\$ <u>0.00</u>	\$ _____	<input checked="" type="checkbox"/>	_____
D. Presiding Judge <u>96</u> X \$8.50 X 5 hours 1 pres. judge & clerks per station (hourly rate) (per person) (training required)	\$ <u>4,080.00</u>	\$ _____	<input checked="" type="checkbox"/>	_____
12. Personnel for EVBB & PLBB Central Counting Station				
A. Early Voting Ballot Board personnel				
Primary <u>26</u> X \$8.50 X 5 hours 1 presiding judge & clerks (hourly rate) (per person) (training required)	\$ <u>1,105.00</u>	\$ _____	<input checked="" type="checkbox"/>	_____
B. Provisional and Late Ballot Board Processing				
Primary <u>26</u> X \$8.50 X 5 hours 1 presiding judge & clerks (hourly rate) (per person) (training required)	\$ <u>1,105.00</u>	\$ _____	<input checked="" type="checkbox"/>	_____
13. Miscellaneous <u>election day costs</u> (detail itemization - receipts req'd)				
Temp Staff _____	\$ <u>80,000.00</u>	\$ _____	<input checked="" type="checkbox"/>	_____
Cellular Air and Mileage _____	\$ <u>2,500.00</u>	\$ _____	<input checked="" type="checkbox"/>	_____
Security _____	\$ <u>5,000.00</u>	\$ _____	<input checked="" type="checkbox"/>	_____
14. County Election Services Contract Administrative Fee	\$ <u>23,996.00</u>	\$ _____		_____
15. Total Estimated Cost of Primary. (Add lines B1-B14)	\$ <u>263,964.00</u>	\$ _____		_____

	County Chair Requested Amount	SOS Approve Amount.	Notes – SOS Use Only
C. ESTIMATED ADMINISTRATIVE COST FOR PRIMARY/RUNOFF			
1. Office rent _____ through _____ (Standard Lease Form Required & 3 Bids)	\$ _____	\$ _____	_____
2. Office Personnel	\$ _____	\$ _____	_____
3. Administrative Personnel Payroll Taxes	\$ _____	\$ _____	_____
4. Telephone and utilities	\$ _____	\$ _____	_____
5. Office Furniture rental	\$ _____	\$ _____	_____
6. Office Equipment rental	\$ _____	\$ _____	_____
7. Office Supplies	\$ _____	\$ _____	_____
8. Postage	\$ _____	\$ _____	_____
9. Legal Fees (Written approval req'd – Payable on Final)	\$ _____	\$ _____	_____
10. Ballot/Programming Re-Printing/Re-Programming Cost (receipts req'd) (Report legal fees, re-printing or programming only on Final Cost Report)	\$ _____	\$ _____	_____
11. Miscellaneous (detail itemization - receipts req'd)			
A. _____	\$ _____	\$ _____	_____
B. _____	\$ _____	\$ _____	_____
C. _____	\$ _____	\$ _____	_____
12. Total Estimated Administrative Cost of Primary. (Add lines C1-C11)	\$ <u>0.00</u>	\$ _____	_____

	County Chair Requested Amount	SOS Approve Amount.	Notes – SOS Use Only
D. TOTAL ESTIMATED PRIMARY/ RUNOFF COST (ADD LINES B15 AND C12)	\$ 263,964.00	\$ _____	_____
E. FINANCING SOURCES			
1. Beginning balance (include funds retained from prior primary)	\$ _____	\$ _____	_____
2. Filing fees received by County Chair from Candidates	\$ _____	\$ _____	_____
3. Filing fees received from State Executive Committee	\$ _____	\$ _____	_____
F. SUBTOTAL OF FINANCING SOURCES (ADD LINES E1 – E3)	\$ 0.00	\$ _____	_____
G. CONTRIBUTIONS, MISCELLANEOUS, & EARNED INTEREST	\$ _____	\$ _____	_____
H. TOTAL FINANCING SOURCES (ADD LINES F + G)	\$ 0.00	\$ _____	_____
I. NET ESTIMATED PRIMARY/RUNOFF COST OR (SURPLUS) (SUBTRACT LINE H FROM LINE D)	\$ 263,964.00	\$ _____	_____
J. 75% OF NET ESTIMATED COST- § 173.083(b) (1), TEX. ELEC. CODE	\$ 197,973.00	\$ _____	_____

*Rule refers to the 2010 Primary Finance Rules, Texas Administrative Code, §§ 81.101-81.134

**Rule refers to the 2010 Joint Primary Finance Rules, Texas Administrative Code, §§ 81.145-81.157

K. SWORN AFFIDAVITS

I, _____, County Chair of the _____ Party in _____, County, Texas, do solemnly swear that the foregoing facts and estimated costs are true and accurate and that all information required to be reported by me for the 2010 General Primary Election are fully shown.

The State of Texas
County of _____

Signature of County Chair

Date

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 acknowledge to me that he or she executed the same for the purpose and consideration therein expressed. Given under my hand and seal of office on this _____ day of _____.

SEAL

Signature of officer administering oath

Date

Title of officer administering oath

PLEASE COMPLETE THE FOLLOWING IF CONTRACTING WITH THE COUNTY.

I, _____, County Election Officer, do solemnly swear that the foregoing facts and estimated costs reported in Sections A and B are true and accurate and that all information required to be reported by me for the 2010 Joint General Primary Election are fully shown.

The State of Texas
County of _____

Signature of County Election Officer

Title

Date

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 acknowledge to me that he or she executed the same for the purpose and consideration therein expressed. Given under my hand and seal of office on this _____ day of _____.

SEAL

Signature of officer administering oath

Date

Title of officer administering oath

AUTHORIZATION FOR ISSUANCE OF WARRANT

TO BE COMPLETED BY SECRETARY OF STATE ONLY

Total Estimated Primary Cost as Submitted \$ _____

Total Estimated Primary Cost as Approved by the Secretary of State \$ _____

Net Estimated Cost \$ _____

APPROVED: Authorization for issuance of Warrant for 75%
of Net Estimated Cost of the Primary Election \$ _____

Secretary of State's Office:

BY _____
Election Funds Management Director Date

AGENCY CERTIFICATION

I approve this voucher for payment. The above goods or services correspond in every particular with the contract under which they were purchased. The invoice for the goods or services is correct. This payment complies with the General Appropriations Act.

Approved for Payment _____
Director for Elections Date

PLEASE MAIL OR FAX PRIMARY/RUNOFF ESTIMATE INCLUDING ATTACHMENTS TO:

**Secretary Of State
Election Funds Management Section
P. O. Box 12060
Austin, Texas 78711-2060
(512) 463-7552**

SHOULD YOU HAVE ANY QUESTIONS ON COMPLETING THIS FORM, PLEASE CALL 1-800-252-2216 OR 512-463-5650

PRIMARY FINANCE RECORDS ARE SUBJECT TO THE OPEN RECORDS ACT.

Travis County Commissioners Court Agenda Request

Meeting Date: January 19, 2010

I. A. Requestor: Commissioner Precinct 3 Phone # 854-9333

B. Specific Agenda Wording:

CONSIDER AND TAKE APPROPRIATE ACTION ON THE CREATION OF A SPECIAL PROJECT EMPLOYEE SLOT FOR THE OFFICE OF COMMISSIONER THREE WHILE AN EXISTING EMPLOYEE IS ON FMLA.

C. Sponsor: Karen Huber
Commissioner Karen Huber, Precinct Three

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.

PBO- LEROY NELLIS 4-9066	
HR- REGENA DORVAL 4-9168	
AUDITOR'S OFFICE- TOM OSBORN 4-2744	

RECEIVED OFFICE OF THE COUNTY JUDGE'S OFFICE
10 JAN 14 PM 2:07

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.



KAREN HUBER

Travis County Commissioner
Precinct 3

314 West 11th Street, Room 530
Post Office Box 1748
Austin, Texas 78767

To: Commissioners Court
From: Commissioner Karen Huber *KH*
CC:
Date: January 13, 2009
Re: Creation of a Special Project Employee Slot

I respectfully request the Commissioners Court to create a Special Project Employee Slot for the Office of Commissioner Three. This person will provide backup assistance for an employee who will take leave in accordance with the Family and Medical Leave Act.



PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

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

MEMORANDUM

TO: Members of the Commissioners Court

FROM: Bill Derryberry, Senior Planning and Budget Analyst *Wm. Derryberry*

DATE: January 14, 2010

SUBJECT: Commissioner Precinct 3 Office Special Project Temporary Employee

The Commissioner Precinct 3 Office is requesting approval of a Special Project Temporary Employee slot to provide backup assistance during the absence of an employee under the Family and Medical Leave Act.

PBO concurs with this request.

Cc: Rodney Rhoades, Executive Manager, PBO
Leroy Nellis, Budget Manager, PBO

32 ✓

Travis County Commissioners Court Agenda Request

Voting Session: 01/19/2010

Working Session: 01/19/2010

A. **Request made by:** County Attorney Gary Duncan Martin, 854-9510
Assistant County Attorney

Gary Duncan Martin
Signature

Requested Text: Consultation with the County Attorney concerning the McKinney Falls Parkway Road Improvement Project and the condemnation case involving parcels owned by RKS Texas Investments, LP, and take any appropriate action.

(Gieselman; Condemnation). (Requested by the County Attorney)

Executive session pursuant to TEX. GOV'T. CODE ANN SECTION 551.071 & 551.072.

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

- Backup memoranda and exhibits are attached and submitted with this Agenda Request (Original and eight copies)
- List of all agencies/officials and telephone numbers that are affected or involved with this request.

Send a copy of this Agenda Request and backup to them:

- Gary Duncan Martin : 4-9510 ACA
- Gregory Chico : 4-4659 TNR
- Dee Heap : 4-7647 TNR
- Chiddi N'Jie : 4-7585 TNR
- Joe Gieselman : 4-9383 TNR
- Steven Manilla : 4-9383 TNR
- Steve Sun : 4-9383 TNR

RECEIVED
COUNTY JUDGE'S OFFICE
10 JAN 11 PM 1:34

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

33 ✓

VS #

AGENDA REQUEST

Please consider the following item for:

Work Session _____ Executive Session 1/19/10 *[Signature]* Voting Session

- I. A. Request made by: COUNTY ATTORNEY (J. Elliott Beck)
Phone: 854-9513
- B. Requested Text:

Receive briefing from the County Attorney in Travis County, et al v. Henry L. Dell, Sr. (Deyar Investment Group, LLC Resale Deed) and take appropriate action (Executive Session Also, pursuant to Tex. Gov't Code Ann. Section 551.071(1)(A)).

- C. Approved _____ by:

Signature of Commissioner or Judge

- II. A. Is backup material attached*: YES X NO

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

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

Nelda Wells-Spears, Tax Assessor-Collector 854-9005
J. Elliott Beck, Assistant County Attorney 854-9513

PERSONNEL

- _____ A Change in your department's personnel. (reclass, etc.)

IV. BUDGET REQUEST:

If your request involves any of the following please check:

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

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

RECEIVED
COUNTY JUDGE'S OFFICE
10 JAN -7 AM 8:39

34 ✓

VS #

AGENDA REQUEST

Please consider the following item for:

Work Session _____ Executive Session 1/19/10 *JB* Voting Session

I. A. Request made by: COUNTY ATTORNEY (J. Elliott Beck)

Phone: 854-9513

B. Requested Text:

Receive briefing from the County Attorney in Travis County, et al v. Hubert F. Wooley (Vanessa Smithers Resale Deed) and take appropriate action (Executive Session Also, pursuant to Tex. Gov't Code Ann. Section 551.071(1) (A) .

C. Approved _____ by:

Signature of Commissioner or Judge

II. A. Is backup material attached*: YES X NO

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

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

YES X NO _____ Please list those contacted and their phone numbers:

Nelda Wells-Spears, Tax Assessor-Collector 854-9005
J. Elliott Beck, Assistant County Attorney 854-9513

PERSONNEL

____ A Change in your department's personnel. (reclass, etc.)

IV. BUDGET REQUEST:

If your request involves any of the following please check:

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

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

RECEIVED
COUNTY JUDGE'S OFFICE
10 JAN -7 AM 8:39

35 ✓

Travis County Commissioners Court Agenda Request

Voting Session 19 January 2010
(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 STAR Flight services rendered to Angelina Sonnier, 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

RECEIVED
COUNTY JUDGE'S OFFICE
18 JAN 12 PM 9:02

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

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Travis County Commissioners Court Agenda Request

Voting Session 19 January 2010
(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 STAR Flight services rendered to Guy W. Moore, 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

RECEIVED
COUNTY JUDGE'S OFFICE
10 JAN 12 AM 9:08

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.

37

Travis County Commissioners Court Agenda Request

Voting Session 19 January 2010
(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 STAR Flight services rendered to Jose Luis Cano Ramos, 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

RECEIVED
COUNTY JUDGE'S OFFICE
01 JAN 12 AM 9:03

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.

38



Travis County Commissioners Court Agenda Request

Voting Session 19 January 2010
(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 STAR Flight services rendered to Laura Smith, 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

RECEIVED
COUNTY JUDGE'S OFFICE
JAN 12 AM 9:03

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.

39 ✓

Travis County Commissioners Court Agenda Request

Voting Session January 19, 2010 (Date) Work Session _____ (Date)



I. A. Request made by: Roger El Khoury, M.S., P.E., Director, Facilities Management Dept. Phone 44579
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

Discuss and take appropriate action regarding lease space and improvements for the Health and Human Services Department (Executive Session Gov't Code Ann 551.072).

B. 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:

- Sherri Fleming, Executive Manager, Health and Human Services 854-4100
- Rodney Rhoades, Executive Manager, PBO 854-9106
- John Hille, Director of Transactions, County Attorney 854-9642
- Tenley Aldredge, Assistant County Attorney 854-9450

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department(854-9165)

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

Purchasing Office (854-9700)

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

County Attorney's Office (854-9415)

- _____ Contract, Agreement, Policy & Procedure

RECEIVED
COUNTY JUDGE'S OFFICE
10 JAN 12 AM 11:51

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Roger A. El Khoury 40 ✓

Voting Session: January 19, 2010

I. A. Request made by: Roger A. El Khoury, M.S., P.E., Director, FMD Phone #: 854-4579
(Elected Official/Appointed Official/Executive Manager/County Attorney)

B. Requested text:

Consider and take appropriate action on License Agreement for Manchaca Community Center. (Exec Session Gov't Code Ann 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:

John Hille, Assistant County Attorney (49415)
Barbara Wilson, Assistant County Attorney (49567)

III. Required Authorizations: Please check if applicable.

- Planning and Budget Office (854-9106)
- _____ Additional funding for any department or for any purpose
- _____ Transfer of existing funds within or between any line item
- _____ Grant

- Human Resources Department (854-9165)
- _____ Change in your department's personnel (reorganization, restructuring etc.)

- Purchasing Office (854-9700)
- _____ Bid, Purchase Contract, Request for Proposal, Procurement

- County Attorney's Office (854-9415)
- X Contract, Agreement, Policy & Procedure

RECEIVED
COUNTY JUDGE'S OFFICE
10 JAN 12 PM 4:16

41

Travis County Commissioners Court Agenda Request

Voting Session 1/19/10
(Date)

Working Session 1/19/10
(Date)

I. A. Request made by: COUNTY ATTORNEY (ANNALYNN COX) Phone # 854-4234

Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

B. Requested Text:

RECEIVE LEGAL BRIEFING FROM COUNTY ATTORNEY AND TAKE APPROPRIATE ACTION REGARDING THE PENDING APPLICATION FOR THE PROPOSED SOLID WASTE AMENDMENT TO EXPAND OF WASTE MANAGEMENT OF TEXAS LANDFILL LOCATED ON GILES ROAD NEAR SH 290 EAST; EXECUTIVE SESSION ALSO, PURSUANT TO TEX. GOV'T CODE ANN. § 551.071(1).

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

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

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

Joe Gieselman – Transportation and Natural Resources
Jon White – Transportation and Natural Resources

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office

_____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

_____ Contract, Agreement, Policy & Procedure

RECEIVED
COUNTY JUDGE'S OFFICE
10 JAN 19 AM 10:59

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

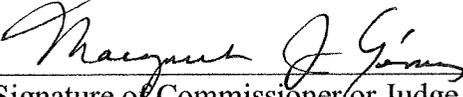
TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST



Voting Session: January 19, 2010

I. A. Request made by: Margaret J. Gómez Phone #: 854-9444
(Elected Official/Appointed Official/Executive Manager/County Attorney)

B. Requested text: APPROVE REAPPOINTMENT OF JIM ELMAN TO THE EMERGENCY SERVICES DISTRICT NO. 11 BOARD OF COMMISSIONERS EFFECTIVE IMMEDIATELY TO DECEMBER 31, 2011.

C. Approved by: 
Signature of Commissioner or Judge

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

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

III. Required Authorizations: Please check if applicable.

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

- Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

- Contract, Agreement, Policy & Procedure

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

RECEIVED
COUNTY JUDGE'S OFFICE
10 JAN 12 PM 1:10

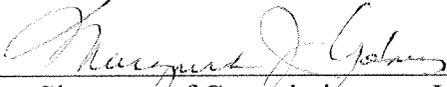
TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

C4

Voting Session: January 19, 2010

I. A. Request made by: Margaret J. Gómez Phone #: 854-9444
(Elected Official/Appointed Official/Executive Manager/County Attorney)

B. Requested text: APPROVE REAPPOINTMENT OF TIM REINHART TO THE EMERGENCY SERVICES DISTRICT NO. 11 BOARD OF COMMISSIONERS EFFECTIVE IMMEDIATELY TO DECEMBER 31, 2011.

C. Approved by: 
Signature of Commissioner or Judge

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

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

III. Required Authorizations: Please check if applicable.

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

- Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

- Contract, Agreement, Policy & Procedure

RECEIVED
COUNTY JUDGES OFFICE
10 JAN 12 PM 1:10

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

AGENDA REQUEST

VS #

C5

RECEIVED
COUNTY JUDGE'S OFFICE
10 JAN 12 PM 3:54

Please consider the following item for voting session 01/19/2010

I. A. Request made by: Commissioner Ron Davis
Phone No. 854-9111

B. Requested Text:

APPROVE REAPPOINTMENT OF CLEMENTE A. ZABALZA, JESSE ARELLANO, GILES GARMON AND MICHAEL GOBERT TO THE EMERGENCY SERVICES DISTRICT NO. 12 BOARD OF COMMISSIONERS TERM EFFECTIVE IMMEDIATELY THROUGH DECEMBER 2011. (DAVIS)

C. Approved by: 
Signature of Commissioner _____ (Ron Davis, Commissioner, Pct. 1)

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 Eight copies).

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:

Chief David R. Krause – 272-4502

III. PERSONNEL

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

IV. BUDGET REQUEST:

If your request involves any of the following please check:

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

The County Personnel (854-9165) and/or Budget and Research Office (854-9106) must be notified prior to submission of this agenda request.

AGENDA REQUEST DEADLINES

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

Ron Davis - Reappointments

From: David Krause
To: "ron.davis@co.travis.tx.us"
Date: 1/12/2010 3:19 PM
Subject: Reappointments

Commissioner Davis.

We need the following Commissioner reappointed for Travis County ESD #12

Jesse Arellano

Giles Garmon

Michael Gobert

Clemente Zabalza

Thanks so much for your help

David R. Krause, Chief
Travis County ESD #12
512-272-4502
dkrause@manorfire.net

BOARD OF DIRECTORS
NORTHWEST TRAVIS COUNTY ROAD DISTRICT NO. 3

2

Voting Session Tuesday, January 19, 2010
(Date)

I. A. Request made by: Gillian Porter Phone: 854-4722
Commissioners Court Specialist
Commissioners Court Minutes/County Clerk's Office

B. Requested Text: **Approve the Northwest Travis County Road District
No. 3 Minutes for the:**

Voting Sessions of January 5, 2010

C. Approved By: 
Dana DeBeauvoir, Travis County Clerk

- II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (Original and eight copies)
 - B. Please list all of the agencies or officials' names and telephone numbers that might be affected or be involved with the request. Send a copy of this Agenda Request and backup to them.
- III. Is back-up material attached? YES

AGENDA REQUEST DEADLINE: This Agenda Request, complete with backup memorandum and exhibits, should be submitted to the County Judge's Office no later than 12:00 PM on Tuesday for the following week's meeting. Late or incomplete requests may be deferred to the next subsequent meeting.

ITEM 2 CONTINUED

Second Division of the Vote:

Motion by Judge Biscoe and seconded by Commissioner Gómez that we approve the minutes for October 13, 2009.

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	abstain
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

ADJOURNMENT

Motion by Judge Biscoe and seconded by Commissioner Gómez to adjourn the Voting Session of the Northwest Travis County Road District No. 3. (12:24 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 ROAD DISTRICT BOARD

Date of Approval

Samuel T. Biscoe, Travis County Judge

Board of Directors
Travis County Bee Cave Road District No. 1 Agenda Request



Voting Session Tuesday, January 19, 2010
(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 Travis County Bee Cave Road District
No. 1 Minutes for the Voting Session of
January 5, 2010.**

C. Approved By: 
Dana DeBeauvoir, Travis County Clerk

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

III. Is back-up material attached? YES

AGENDA REQUEST DEADLINE: This Agenda Request, complete with backup memorandum and exhibits, should be submitted to the County Judge's Office no later than 12:00 PM on Tuesday for the following week's meeting. Late or incomplete requests may be deferred to the next subsequent meeting.

MINUTES OF MEETING – JANUARY 5, 2010

TRAVIS COUNTY BEE CAVE ROAD DISTRICT NO. 1

On Tuesday, the 5th day of January, 2010, the Commissioners' Court, meeting as the Travis County Bee Cave Road District No. 1 (Galleria) Board of Directors, convened the Voting Session at 12:24 PM 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 Road District Board of Directors adjourned the Voting Session of the Travis County Bee Cave Road District No. 1 (Galleria) at 12:25 PM.

1. APPROVE PAYMENT OF CLAIMS AND AUTHORIZE COUNTY TREASURER TO INVEST ROAD DISTRICT FUNDS. (12:25 PM)

Motion by Commissioner Gómez and seconded by Commissioner Eckhardt to approve the investments and pay the claims in Item 1.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	abstain
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

2. APPROVE TRAVIS COUNTY BEE CAVE ROAD DISTRICT NO. 1 MINUTES FOR THE VOTING SESSIONS OF OCTOBER 13, DECEMBER 22 AND 29, 2009. (12:25 PM)

A Division of the Vote was requested by Commissioner Eckhardt on Item 2.

First Division of the Vote:

Motion by Commissioner Gómez and seconded by Commissioner Eckhardt to approve the minutes for December 22 and 29, 2009.

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 2 CONTINUED

Second Division of the Vote:

Motion by Judge Biscoe and seconded by Commissioner Gómez to approve the minutes for October 13, 2009.

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	abstain
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

ADJOURNMENT

Motion by Commissioner Gómez and seconded by Commissioner Davis to adjourn the Voting Session of the Travis County Bee Cave Road District No. 1 (Galleria) (12:25 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 ROAD DISTRICT BOARD

Date of Approval

Samuel T. Biscoe, Travis County Judge

TRAVIS COUNTY HOUSING FINANCE CORPORATION
AGENDA REQUEST

Work Session _____ Voting Session January 19, 2010 Executive Session _____
Date Date Date

- I. A. Request made by: Samuel T. Biscoe, President
Elected Official
- B. Requested Text: Consider and take appropriate action on request to approve minutes of Board of Directors meeting of January 5, 2010.

Approved by: _____
Signature of Samuel T. Biscoe, President

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

III. Required Authorizations: Please check if applicable.

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

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

**MINUTES OF THE MEETING
OF THE BOARD OF DIRECTORS OF
TRAVIS COUNTY HOUSING FINANCE CORPORATION
HELD ON TUESDAY, JANUARY 5, 2010**

A regular meeting of the TRAVIS COUNTY HOUSING FINANCE CORPORATION Board of Directors was held on Tuesday, January 5, 2010, at 12:25 p.m. at Travis County Commissioners' Court Room, 314 W. 11th St., Austin, Texas pursuant to proper notice and call of said meeting.

Members of the Board of Directors in attendance were Samuel T. Biscoe, President; Sarah Eckhardt, Vice President; Karen Huber, Treasurer; Margaret Gomez, Secretary; and Ron Davis, Assistant Secretary.

1. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO ELECT OFFICERS OF THE CORPORATION

The Board heard from: Harvey L. Davis, Manager

Motion: Director Gomez moved to elect the same officers as last year.
Director Huber seconded the motion.

Motion carried:

Director Biscoe	yes
Director Eckhardt	yes
Director Huber	yes
Director Gomez	yes
Director Davis	yes

2. APPROVE MINUTES OF BOARD OF DIRECTORS MEETING OF DECEMBER 22, 2009.

The Board heard from: Harvey Davis, Manager

Motion: Director Gomez moved to approve the request
Director Huber seconded the motion.

Motion carried:

Director Biscoe	yes
Director Eckhardt	yes
Director Huber	yes
Director Gomez	yes
Director Davis	yes

3. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO APPROVE MEMBERSHIP INVOICE FROM TEXAS ASSOCIATION OF LOCAL HOUSING FINANCE AGENCIES.

The Board heard from: Harvey Davis, Manager

Motion: Director Eckhardt moved to approve the request
Director Huber seconded the motion.

Motion carried: Director Biscoe yes
Director Eckhardt yes
Director Huber yes
Director Gomez yes
Director Davis yes

Staff Note: The invoice is for \$600.00

ADJOURN

The meeting was adjourned at 12:27 p.m.

Margaret Gomez, Secretary

RECEIVED
COUNTY CLERK'S OFFICE
TRAVIS COUNTY HOUSING FINANCE CORPORATION
AGENDA REQUEST
10 JAN 12 AM 10:27

Work Session _____ Voting Session January 19, 2010 Executive Session _____
Date Date Date

- I. A. Request made by: Samuel T. Biscoe, President
Elected Official
- B. Requested Text: Consider and take appropriate action to approve invoices from Sage Realty Consultants.

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.

SAGE REALTY CONSULTANTS
Appraisers/Consultants

41167
File No. WN8875

***** INVOICE *****

File Number: WN8875

January 8, 2010

Miguel Gonzalez (miguel.gonzalez@co.travis.tx.us)
Travis County Housing Finance Corporation
314 West 13th Street, Suite 540
Austin, TX 78701

Borrower : Travis County
Invoice # : WN8875
Order Date : 1/7/2010 1:41:31 PM
Reference/Case # : 41167

Residential Appraisal

12829 Dwight Eisenhower
Manor, TX 78653-3946

Residential Appraisal	\$	350.00
	\$	-----
Invoice Total	\$	350.00
State Sales Tax @	\$	0.00
Deposit	(\$)
Deposit	(\$)

Amount Due	\$	350.00

Terms: Due Upon Receipt

Please Make Check Payable To:

SAGE REALTY CONSULTANTS
8604 Willowick Drive
Austin, TX 78759

Fed. I.D. #: 76-0721998

SAGE REALTY CONSULTANTS
Appraisers/Consultants

41167
File No. WN8867

***** INVOICE *****

File Number: WN8867

December 10, 2009

Miguel Gonzalez (miguel.gonzalez@co.travis.tx.us)
Travis County Housing Finance Corporation
314 West 13th Street, Suite 540
Austin, TX 78701

Borrower : Travis County

Invoice # : WN8867
Order Date : 12/10/2009 3:32:07 PM
Reference/Case # : 41167

Residential Appraisal

1013 Coronation Way
Pflugerville, TX 78660-3076

Residential Appraisal	\$	350.00
	\$	-----
Invoice Total	\$	350.00
State Sales Tax @	\$	0.00
Deposit	(\$)
Deposit	(\$	-----)
Amount Due	\$	350.00

Terms: Due Upon Receipt

Please Make Check Payable To:

SAGE REALTY CONSULTANTS
8604 Willowick Drive Unit A
Austin, TX 78759

Fed. I.D. #: 76-0721998

RECEIVED
COUNTY JUDGE'S OFFICE

TRAVIS COUNTY DEVELOPMENT AUTHORITY
CAPITAL HEALTH FACILITIES DEVELOPMENT CORPORATION
CAPITAL INDUSTRIAL DEVELOPMENT CORPORATION
TRAVIS COUNTY CULTURAL EDUCATION FACILITIES FINANCE CORPORATION
TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION

Work Session _____ Voting Session January 19, 2010 Executive Session _____
Date Date Date

- I. A. Request made by: Samuel T. Biscoe, President
Elected Official
- B. Requested Text: Consider and take appropriate action on request to approve minutes of Board of Director meeting of January 5, 2010.

Approved by: _____
Signature of Samuel T. Biscoe, President

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

III. Required Authorizations: Please check if applicable.

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

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

**MINUTES OF THE MEETING
OF THE BOARD OF DIRECTORS OF
TRAVIS COUNTY DEVELOPMENT AUTHORITY
HELD ON TUESDAY, JANUARY 5, 2010**

A regular meeting of the TRAVIS COUNTY DEVELOPMENT AUTHORITY Board of Directors was held on Tuesday, January 5, 2009, at 12:27 p.m. at Travis County Commissioners' Court Room, 314 W. 11th St., Austin, Texas pursuant to proper notice and call of said meeting.

Members of the Board of Directors in attendance were Samuel T. Biscoe, President; Sarah Eckhardt, Vice President; Karen Huber, Treasurer; Margaret Gomez, Secretary and Ron Davis, Assistant Secretary.

**1. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO
ELECT OFFICERS OF THE CORPORATION**

The Board heard from: Harvey L. Davis, Manager

Motion: Director Gomez moved to elect the same officers as last year.
Director Huber seconded the motion.

Motion carried:

Director Biscoe	yes
Director Eckhardt	yes
Director Huber	yes
Director Gomez	yes
Director Davis	yes

ADJOURN

The meeting was adjourned at 12:28 p.m.

Margaret Gomez, Secretary

**MINUTES OF THE MEETING
OF THE BOARD OF DIRECTORS OF
CAPITAL HEALTH FACILITIES DEVELOPMENT CORPORATION
HELD ON TUESDAY, JANUARY 5, 2010**

A regular meeting of the CAPITAL HEALTH FACILITIES DEVELOPMENT CORPORATION Board of Directors was held on Tuesday, January 5, 2010, at 12:27 p.m. at Travis County Commissioners' Court Room, 314 W. 11th St., Austin, Texas pursuant to proper notice and call of said meeting.

Members of the Board of Directors in attendance were Samuel T. Biscoe, President; Sarah Eckhardt, Vice President; Karen Huber, Treasurer; Margaret Gomez, Secretary and Ron Davis, Assistant Secretary.

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Director Huber seconded the motion.

Motion carried:

Director Biscoe	yes
Director Eckhardt	yes
Director Huber	yes
Director Gomez	yes
Director Davis	yes

ADJOURN

The meeting was adjourned at 12:28 p.m.

Margaret Gomez, Secretary

**MINUTES OF THE MEETING
OF THE BOARD OF DIRECTORS OF
CAPITAL INDUSTRIAL DEVELOPMENT CORPORATION
HELD ON TUESDAY, JANUARY 5, 2010**

A regular meeting of the CAPITAL INDUSTRIAL DEVELOPMENT CORPORATION Board of Directors was held on Tuesday, January 5, 2010, at 12:27 p.m. at Travis County Commissioners' Court Room, 314 W. 11th St., Austin, Texas pursuant to proper notice and call of said meeting.

Members of the Board of Directors in attendance were Samuel T. Biscoe, President; Sarah Eckhardt, Vice President; Karen Huber, Treasurer; Margaret Gomez, Secretary and Ron Davis, Assistant Secretary.

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Motion: Director Gomez moved to elect the same officers as last year.
Director Huber seconded the motion.

Motion carried:

Director Biscoe	yes
Director Eckhardt	yes
Director Huber	yes
Director Gomez	yes
Director Davis	yes

ADJOURN

The meeting was adjourned at 12:28 p.m.

Margaret Gomez, Secretary

**MINUTES OF THE MEETING
OF THE BOARD OF DIRECTORS OF
TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION
HELD ON TUESDAY, JANUARY 5, 2010**

A regular meeting of the TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION Board of Directors was held on Tuesday, January 5, 2010, at 12:27 p.m. at Travis County Commissioners' Court Room, 314 W. 11th St., Austin, Texas pursuant to proper notice and call of said meeting.

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Motion: Director Gomez moved to elect the same officers as last year.
Director Huber seconded the motion.

Motion carried:

Director Biscoe	yes
Director Eckhardt	yes
Director Huber	yes
Director Gomez	yes
Director Davis	yes

ADJOURN

The meeting was adjourned at 12:28 p.m.

Margaret Gomez, Secretary

**MINUTES OF THE MEETING
OF THE BOARD OF DIRECTORS OF
TRAVIS COUNTY CULTURAL EDUCATION FACILITIES FINANCE
CORPORATION
HELD ON TUESDAY, JANUARY 5, 2010**

A regular meeting of the TRAVIS COUNTY CULTURAL EDUCATION FACILITIES FINANCE CORPORATION Board of Directors was held on Tuesday, January 5, 2010, at 12:27 p.m. at Travis County Commissioners' Court Room, 314 W. 11th St., Austin, Texas pursuant to proper notice and call of said meeting.

Members of the Board of Directors in attendance were Samuel T. Biscoe, President; Sarah Eckhardt, Vice President; Karen Huber, Treasurer; Margaret Gomez, Secretary; and Ron Davis, Assistant Secretary.

1. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO ELECT OFFICERS OF THE CORPORATION

The Board heard from: Harvey L. Davis, Manager

Motion: Director Gomez moved to elect the same officers as last year.
Director Huber seconded the motion.

Motion carried:

Director Biscoe	yes
Director Eckhardt	yes
Director Huber	yes
Director Gomez	yes
Director Davis	yes

ADJOURN

The meeting was adjourned at 12:28 p.m.

Margaret Gomez, Secretary

TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION
AGENDA REQUEST

Work Session _____ Voting Session January 19, 2010 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 an invoice from the wellness budget.

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: January 19, 2010
TO: Board of Directors
FROM: Harvey L. Davis, Manager
SUBJECT: Wellness Program



Summary and Background Information:

The wellness program requests Board approval to reimburse Josie Pena \$125.64 for healthy refreshments and ancillary items used in the Del Valle Health and Wellness Clinic Grant Opening Ceremony.

The current balance for the wellness budget line item is \$200 (\$31,688.40 is also earmarked for the wellness program).

cc: Rodney Rhoades, Executive Manager, Planning and Budget
Dan Mansour, Risk and Benefits Manager
Leroy Nellis, Budget Manager
Mary Mayes, Assistant Manager
Miguel Gonzalez, Sr. Financial Analyst



TRAVIS COUNTY EMPLOYEES WELLNESS & HEALTH CLINIC

RECEIVED

10 JAN 12 2010 16

TRAVIS COUNTY
PLANNING & BUDGET OFFICE

January 8, 2010

TO: Harvey Davis, Corporations Administrator, PBO

FROM: Dan Mansour, Risk and Benefits Manager, HRMD 

SUBJECT: Reimbursement of Del Valle Clinic Grand Opening Expense

Please process for reimbursement the expenditures listed on the attached receipts that accompany this memo. Expenses were incurred for healthy refreshments and ancillary items used in the Del Valle Health and Wellness Clinic Grand Opening Ceremony.

The Wellness Budget in the Health Finance Corporation has sufficient funds to reimburse Josie Pena for expenses totaling \$125.64. Please call me at 854-9499 if there are any questions.

Thank you for your assistance.

Josie Pena
Del Valle Grand Opening

Melon Tray = MELTRID
Fruit Tray = DIPPINGGG



MANAGER GREGORY THOMPSON
(512) 892 - 6086
AUSTIN, TX 78735

ST# 2133	OP# 00005184	TE# 10	TR# 00609	
MELTRID	320Z	007774523764	F	6.50 N
COFFEEMATE		005000030162	F	2.78 N
FOLGERS		002550000385	F	7.92 N
25YD RIBBON		007963668666		4.97 X
DIPPINGGG		DO1 QTY 1		7.50 X
		SUBTOTAL		29.67
TAX 1		8.250 %		1.03
		TOTAL		30.70
		DEBIT TEND		30.70
		CHANGE DUE		0.00

EFT DEBIT PAY FROM PRIMARY
ACCOUNT : 8466
30.70 TOTAL PURCHASE
REF # 932300452234
NETWORK ID. 0076 APPR CODE 911240
11/18/09 19:54:11

ITEMS SOLD 5

TC# 0595 1156 9139 0194 1513



We want you to pay the lowest price.
Ask about our price match policy.
11/18/09 19:54:12



MANAGER GREGORY THOMPSON
(512) 892 - 6086
AUSTIN, TX 78735

ST# 2133	OP# 00004247	TE# 09	TR# 07956	
NAPKINS		004200035502		3.38 X
25YD RIBBON		007963668671		4.97 X
SCISSORS		072515004903		7.97 X
8OZ FOAM CUP		004159484451		1.00 X
OZARKA		002259205302	F	3.98 N
		SUBTOTAL		21.30
		TAX 1		8.250 %
		TOTAL		22.73
		ECA CHECK TEND		22.73
		CHANGE DUE		0.00

9.79

When you pay by check, you authorize us to use its information to process an Electronic Funds Transfer (EFT) or a draft drawn on your account, or to process the payment as a check. If payment is returned unpaid, you authorize collection of your payment and the Return Fee below by EFT(s) or draft(s) drawn on your account. Call 888-905-3388 with any questions
RETURN FEE AMOUNT 30.00

ITEMS SOLD 5

TC# 2977 5473 8058 3880 3779



THANK YOU FOR SHOPPING WITH US
JOSIE A PENA

We want you to pay the lowest price.
Ask about our price match policy.
11/17/09 15:31:29

24.94 +
 18.40 +
 36.33 +
 5.48 +
 30.70 +
 9.79 +

Josie Pena
 Del Valle Grand Opening

006

TOTAL 125.64 *



Savings Made Simple

CLUB MANAGER DESTRY JETER
 (512) 358 - 8695
 Fax and Pull # (512)358-8723
 AUSTIN, TX

11/18/09 19:24 3481 4720 005 1632

V MEMBER 101-*****8454

THANK YOU,
 JOSIE PENA

E 171218 WELCHS10QZVP 12.58 N
 E 940312 GOGURT 7.59 N
 E 77707 VARIETY BARS 4.77 N
 SUBTOTAL 24.94
 TOTAL 24.94 OK
 CASH TEND 30.00
 CHANGE DUE 5.06

ITEMS SOLD 3

TC# 6440 8940 2288 7047 1005



WE VALUE YOUR OPINION

WE WANT TO KNOW ABOUT YOUR SHOPPING
 EXPERIENCE TODAY AT SAM'S CLUB

Please complete a survey about today's club visit at:

<http://www.survey.samsclub.com>

IN RETURN FOR YOUR TIME YOU COULD RECEIVE
 ONE OF FIVE \$1,000 SAM'S CLUB SHOPPING CARDS

You must be 18 or older and a legal resident of the
 United States to enter. No purchase necessary to win.

To enter without purchase and for official rules visit:

www.entry.survey.samsclub.com

Sweepstakes period ends on the date shown in the
 official rules. Survey must be taken within TWO weeks
 of today.

Esta encuesta también se encuentra en español en la
 página de Internet.

THANK YOU

New features. New look.
 Check out the new samsclub.com.
 11/18/09 19:24:19



18.40

DOLLAR TREE STORES, INC.®

Store# 2988
 500 W William Cannon Dr
 #434
 Austin TX 78745

(512) 448-1038

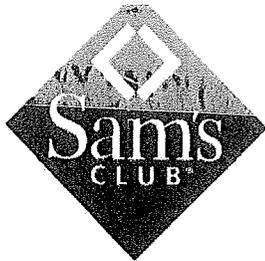
DESCRIPTION	QTY	PRICE	TOTAL
FOAM CUPS	1	1.00	1.00
PLATES	1	1.00	1.00
PLATES	1	1.00	1.00
PLATES	1	1.00	1.00
PLATES	1	1.00	1.00
NAPKINS	1	1.00	1.00
NAPKINS	1	1.00	1.00
NAPKINS	1	1.00	1.00
DISH GRN APPLE	1	1.00	1.00
DOMINO SUGAR	1	1.00	1.00
FLORAL GARLAND	1	1.00	1.00
HOUSEHOLD PRODUCTS	1	1.00	1.00
COUGH DROPS	1	1.00	1.00
SCISSORS 8.5IN	1	1.00	1.00
SCISSORS 8.5IN	1	1.00	1.00
SCISSORS 8.5IN	1	1.00	1.00
SCISSORS 8.5IN	1	1.00	1.00
SCISSORS 8.5IN	1	1.00	1.00
TURKEY BASTER	1	1.00	1.00

Sub Total \$19.00 19.00
 FOOD TAX 0% \$0.00
 NON-PRESCRIP \$0.00
 SALES TAX \$1.40 1.40
 Total \$20.40 20.40
 Cash \$21.00
 CHANGE =====> \$-0.60

Thank You for Shopping at Dollar Tree
 Where Everything's \$1.00
 Now Shop On-Line at Dollartree.com

000631 2988 05 00053 62805 11/18/09 18:35
 Sales Associate: Cynthia

Josie Pena
Del Valle Grand Opening



Savings Made Simple

CLUB MANAGER DESTRY JETER
(512) 358 - 8695
Fax and Pull # (512)358-8723
AUSTIN, TX

11/15/09 14:04 7756 4720 011 1642

V MEMBER 101-*****8454

THANK YOU,
JOSIE PENA

E	183226	OZARKA WATER	4.48	N
E	183226	OZARKA WATER	4.48	N
E	470077	CHARMIN 36	17.38	T ✓
E	734541	GRANOLA BAR	7.98	N
E	734541	GRANOLA BAR	7.98	N
E	25059	BOX FRUIT DR	9.98	N
		SUBTOTAL	52.28	
	TAX 1	8.250 %	1.43	
		TOTAL	53.71	
		SAMS P. CREDIT	53.71	
			8454	
			001217	
		CHANGE DUE	0.00	

ITEMS SOLD 6 *36.33*

TC# 5831 6349 0946 8429 4109



WE VALUE YOUR OPINION

WE WANT TO KNOW ABOUT YOUR SHOPPING EXPERIENCE TODAY AT SAM'S CLUB

Please complete a survey about today's club visit at:
<http://www.survey.samsclub.com>

IN RETURN FOR YOUR TIME YOU COULD RECEIVE ONE OF FIVE \$1,000 SAMS CLUB SHOPPING CARDS

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THANK YOU

New features. New look.
Check out the new samsclub.com.
11/15/09 14:05:23

*** MEMBER COPY ***

TC = Table cloth

Party City
THE DISCOUNT PARTY SUPER STORE

PARTY CITY BRODIELN
5601 BRODIE LANE
AUSTIN, TX 78745
(512) 892-2721
www.PartyCity.com

54X108 TC VANIL	4084	1.69	T
54X108 TC VANIL	4084	1.69	T
54X108 TC ORANG	10691	1.69	T

SUBTOTAL	\$5.07
Gen Merch Tax @ 8.125%	\$0.41
TOTAL	\$5.48

MC 5.48

MC: XXXXXXXXXXXX8466
APPR: 937953

RETURNS MUST BE MADE WITHIN
30 DAYS OF PURCHASE
RECEIPT MUST ACCOMPANY EACH RETURN
ONLY UNOPENED PACKAGES
MAY BE RETURNED

SEASONAL ITEMS MAY BE RETURNED
UP TO 7 DAYS PRIOR TO HOLIDAY

CUSTOMER COPY

Tran Code: 0F3 0G49 001 027B



0F30G49001027B

ITEMS 3
11-17-2009 14:53:08 363 1 0000E 55

MERCHANDISE CREDITS ARE ONLY REDEEMABLE
AT ISSUING STORE.

THANK YOU FOR SHOPPING AT PARTY CITY
LET US HELP YOU PLAN YOUR
NEXT CELEBRATION