



# Travis County Commissioners Court Agenda Request

**Meeting Date:** March 19, 2013

**Prepared By/Phone Number:** J. Lee Perry/49724; Marvin Brice, CPPB,  
Assistant Purchasing Agent

**Elected/Appointed Official/Dept. Head:** Cyd Grimes

**Commissioners Court Sponsor:** Judge Biscoe

**Agenda Language: Consider and take appropriate action on an Interlocal Cooperation Agreement between Travis County and the City of Lakeway for improvements to Bee Creek Road.**

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action meets the compliance requirements as outlined by the statutes.
- Bee Creek Road is a public-public partnership approved by Travis County voters in the 2011 bond referendum. This project is to improve Bee Creek Road from Highway 71 to its intersection with Highland Blvd. (within unincorporated area of Travis County). Currently, Bee Creek Road, approximately 1 mile in total length, is a narrow and winding two-lane road with no shoulder, or curb and gutter. The area terrain is rough and hilly. Bee Creek Road will be improved to a four-lane road divided arterial with bike lanes and sidewalks on both sides.
- With this Interlocal Agreement, the City of Lakeway agrees to improve existing two-lane segment of Highland Blvd. to a four-lane arterial that ties into the County's proposed Bee Creek Road improvements. The City of Lakeway also agrees to relocate the tie-in of Bee Creek Road to existing roundabout in Highland Blvd. with a new 2 lane road.
- The parties will acquire all of the right-of-way and easements needed for their respective projects.
- **Contract Expenditures:** Within the last N/A months \$0.00 has been spent against this contract/requirement.

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to Cheryl Aker in the County Judge's office, [Cheryl.Aker@co.travis.tx.us](mailto:Cheryl.Aker@co.travis.tx.us) by Tuesdays at 5:00 p.m. for the next week's meeting.

➤ **Contract-Related Information:**

Award Amount: N/A

Contract Type: Interlocal

Contract Period: Through project completion

➤ **Contract Modification Information: N/A**

Modification Amount:

Modification Type:

Modification Period:

➤ **Solicitation-Related Information: N/A**

Solicitations Sent:

Responses Received:

HUB Information:

% HUB Subcontractor:

➤ **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: N/A

➤ **Funding Information:**

Shopping Cart/Funds Reservation in SAP: N/A

Fund Center(s): N/A

Comments: No fiscal impact to Travis County from this agreement.

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to Cheryl Aker in the County Judge's office, [Cheryl.Aker@co.travis.tx.us](mailto:Cheryl.Aker@co.travis.tx.us) by Tuesdays at 5:00 p.m. for the next week's meeting.

**TRANSPORTATION AND NATURAL RESOURCES**

STEVEN M. MANILLA, P.E., COUNTY EXECUTIVE



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700 Lavaca Street-5<sup>th</sup> Floor  
Travis County Administration Building  
PO Box 1748  
Austin, Texas 78767  
Phone: (512) 854-9383  
Fax: (512) 854-4697

February 26, 2013

**Memorandum**

To: Marvin Brice, Assistant Purchasing Agent

From: Steve Manilla, County Executive, TNR

Subject: Bee Creek Road Interlocal Agreement with City of Lakeway

The following information is provided for you to prepare a Commissioners Court agenda request for entering into an interlocal agreement with City of Lakeway for the Bee Creek Road project. Please contact me at 854-9429 if you have any questions.

**Agenda Language:**

Consider and take appropriate action on an Interlocal Cooperation Agreement between Travis County and City of Lakeway for the Bee Creek Road and Highland Blvd Improvements.

**Back Ground/Summary of Request:**

Bee Creek Road is a public-private-public partnership project approved by voters in the 2011 bond referendum. This project will improve Bee Creek Road from Hwy 71 to its intersection with Highland Blvd (within unincorporated area of Travis County). The total length is about 1 mile. The existing Bee Creek Road is a narrow and winding two-lane road with no shoulder or curb & gutter. The area terrain is rough and hilly. Steep cut to the hill or fill to the ravine is often needed to meet roadway design geometry requirements. Since the opening of the Highland Blvd in City of Lakeway, traffic on Bee Creek Road is ever increasing. This project will improve Bee Creek Road from a two-lane road to a four-lane divided arterial with bike lanes and sidewalks on both sides of the road (Exhibit A). Under this proposed Interlocal Agreement, City of Lakeway agrees to improve existing two-lane segment of Highland Blvd to four-lane arterial road that ties to County's proposed four-lane Bee Creek Road improvements. City of Lakeway also agrees to relocate the tie-in of Bee Creek Road to the existing roundabout in Highland Blvd with a new two-lane Road (Exhibit B). Each party will be responsible for design and construction of the above roadway improvements that falls within each party's jurisdiction. However, each party agrees to cooperate with each other on any design and construction that may impact the other party's project. The parties will acquire all right-of-way and easements needed for their respective projects but in the event that one party's project requires real property from within the jurisdiction of the other party, the other party will be responsible for the acquisition and shall be reimbursed for all associated costs by the other party. Under another proposed interlocal agreement between Travis County and Lake Travis Independent School District (School

District), Travis County agrees to design and construct a traffic signal for a new school along Bee Creek Road and be reimbursed by School District for all associated costs. Under this Interlocal agreement, City of Lakeway agrees to operate and maintain this new signal and be reimbursed by Travis County all associated O/M costs. In the event that Bee Creek Road is annexed by City of Lakeway, City of Lakeway will be responsible for completing the construction and future maintenance of such traffic signal at its own costs. Through a previous public-private partnership agreement with a developer, the majority of the right-of-way and easements needed on the north side of the Bee Creek Road will be donated by this developer. The intersection of Bee Creek Road at Hwy 71 will also be improved under this project. A close to 90-degree tie-in from Bee Creek Road to Hwy 71 plus right turn lanes on Hwy 71 will be included in this intersection improvements.

**Staff Recommendations:**

Staff recommends approval of this Interlocal Agreement.

**Issues and Opportunities:**

This Interlocal agreement will allow a cooperative opportunity between each party to improve the contiguous Bee Creek Road and Highland Blvd. Completion of these roadway projects will provide safety and capacity improvements to Bee Creek Road and Highland Blvd which is the main arterial roadway from Hwy 71 to the southwestern portion of City of Lakeway. These roadway projects will also support the planned new Lake Travis ISD school located in the middle section of the proposed Bee Creek Road improvements.

**Fiscal Impacts and Sources of Funding:**

Approved 2011 Bond funds for Bee Creek Road Improvements is \$9,520,159. Under this agreement, Travis County and City of Lakeway will cooperate with each other on the contiguous roadway improvements projects. Each party will be responsible for paying for their own project costs. There is no fiscal impact to the County from this agreement other than staff time needed for project coordination.

Attachment: Bee Creek Road Interlocal Agreement

cc: Cyd Grimes, Purchasing Officer  
Tom Nuckols, County Attorney's Office  
Chris Gilmore, County Attorney's Office  
Tony Valdez, TNR  
Donna Williams-Jones, TNR  
Tawana Gardner, TNR

**BEE CREEK ROAD  
INTERLOCAL COOPERATION AGREEMENT  
CITY OF LAKEWAY & TRAVIS COUNTY**

This Interlocal Cooperation Agreement is made and entered into by and between the City of Lakeway, 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 develop and construct roadway improvements to Bee Creek Road within unincorporated Travis County, a project approved in the County's 2011 Bond referendum (the "County Project"), as depicted in attached Exhibit A; and,

**WHEREAS**, the City intends to develop and construct roadway improvements to Bee Creek Road and Highland Boulevard within the City's corporate limits (the "City Project"), as depicted in attached Exhibit B; and

**WHEREAS**, the City Project and the County Project are contiguous and jointly will improve access to a new Lake Travis Independent School District facility and to a new city arterial roadway (Highland Boulevard), and will generally enhance, preserve, and protect the public health and safety of the citizens of Lakeway, Texas, and Travis County, Texas; 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 County Project. The City shall be responsible for the development and construction of the City Project.
- (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 County 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 County 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 County Project.
- (c) The City Manager will serve as the City's project director, and will act on behalf of the City with respect to the City 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 Project. The City Manager may designate other representatives to transmit instructions and act on behalf of the City with respect to the Project. The City Manager will act as a single point of contact for 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 Manager and the County Project Manager, the City Manager shall confer as soon as possible to the County's Director seeking resolution. If the City Manager and County's Director do not resolve the issue, the City Manager shall confer as soon as possible with the County Executive of the Travis County Transportation and Natural Resources Department (the "County Executive") for resolution.

## **2. Project Development.**

- (a) The County will be responsible for the management of the development and construction of the improvements from the intersection of Bee Creek Road with State Highway 71 to the intersection of Bee Creek Road with Highland Boulevard. The City will be responsible for the development and construction of the improvements from the intersection of Bee Creek Road with Highland Boulevard to the point where existing Highland Boulevard transitions from two to four lanes, 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 City Project, and (vi) to the extent provided by this Agreement, acceptance of the completed work. The County shall be responsible for improving its section of Bee Creek Road to a four-lane divided roadway including bike lanes and sidewalks. The City shall be responsible for improving Highland Boulevard to a four lane roadway including sidewalks; improving the intersection of Bee Creek Road with Highland Boulevard as needed to safely accommodate the four laning of Bee Creek Road and Highland Boulevard; and completing the realignment of two-lane Bee Creek Road, as shown on Exhibit B.

- (b) The plans and specifications for the County Project shall be in accordance with the design and construction standards applicable under County projects and the plans and specifications for the City Project shall be in accordance with the design and construction standards applicable under City projects, unless otherwise agreed by the Parties. In addition, the County and the City will ensure that the plans and specifications will comply with the applicable Texas Accessibility Standards.
- (c) The County and City will ensure that their design engineers provide professional liability, automobile liability, and general liability insurance in accordance with the standard requirements of the County and City for such projects.
- (d) The County and the City will be responsible for the review and approval of the engineering design, plans and specifications and for construction management, inspection, and testing for their respective Projects.
- (e) A County or City permit and associated fees shall be required only for any part of the County Project or City Project within the unincorporated County or City's full purpose corporate limits, respectively. The application review process and fees for any such permit shall be the same as the process and fee requirements that the County or City applies to its own road and drainage projects. The County and City shall coordinate their review of any permit application and issuance of the permit concurrently with the review and approval of engineering design and plans and specifications for their respective projects.
- (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 and County will provide a designated review teams to expedite the review process.
- (g) The Parties shall require the contractor(s) to immediately take any appropriate remedial action to correct any deficiencies identified by the Parties within their respective jurisdictions.

### **3. Project Bidding & Award of Construction Contract.**

The County will be responsible for overseeing the solicitation of bids for the construction of the County Project. Bids shall be solicited by means of a competitive process and in accordance with the County's minority and women-owned businesses policy. The City will be responsible for bidding, advertising, awarding and managing the construction of the City Project.

**4. Additional Management Duties.** The County and City hereby covenant and agree to provide to each other:

- (a) one (1) set of the plans and specifications for the construction of their respective projects at the 30, 60, 90, 100 percent (100%) design complete stages for the joint verification of design compatibility and consistency;
- (b) written responses to the initial plan review comments within 14 working days of receipt;
- (c) written notice of the schedule for design and the advertisement for bids, award of contract, and construction of the respective projects;
- (d) written notice of the bid tabs for their respective projects;
- (e) written copy of all contracts affecting their respective projects;
- (f) joint approval of change orders that revise each other's respective designs, within two (2) days of receipt by both parties;
- (g) review and approval of the submitted plans and specifications by providing any initial comments within ten (10) working days of submittal, review and approve each other's responses to those initial comments within five (5) working days, and work in good faith to resolve any outstanding issues;
- (h) expeditiously review any applicable permit applications and work in good faith to resolve any outstanding issues;
- (i) respond to requests for information within three (3) working days and requests for approval of shop drawings within ten (10) working days;



- (j) each party will perform independent inspection and testing on their respective projects.; and
- (m) upon satisfactory completion of construction and any applicable warranty or construction performance period for their respective projects, the County will accept the portions that are located within the County and the City will provide to the County an acceptance letter for the portions that are located within the City. The County will furnish the City a copy of the record drawings of the County Project for the City's records and the City will furnish the County a copy of the record drawings of the City Project for the County's records.
- 5. Traffic Signal for Lake Travis ISD Facility.**
- (a) The County anticipates entering into an interlocal agreement with the Lake Travis Independent School District (the "School District") under which:
- i. the School District would pay for a study to determine whether a traffic signal at the intersection of Bee Creek Road and the south entrance to the new School District facility is warranted;
  - ii. the School District would pay the County to install the underground infrastructure for a traffic signal as part of the County Project.
- (b) If the study concludes that a traffic signal at the new School District facility is warranted and the portion of Bee Creek Road where the signal will be located has not been annexed by the City:
- i. the School District will pay for the design of the traffic signal and pay the County to install the traffic signal; and
  - ii. the County would be responsible for operating, maintaining, and repairing the traffic signal.
- (c) The City agrees that if the City annexes the portion of Bee Creek Road before the study is completed, the City agrees to pay for the remainder of the study, and if the study concludes that a traffic signal at the new School District facility is warranted, the City agrees to pay for the design, installation, operation, and maintenance of the traffic signal, and Section 5(d) will no longer be in effect.
- (d) This Section 5(d) is effective only if the portion of Bee Creek Road where the traffic signal is located has not been annexed by the City. The City agrees to maintain, repair, and, if requested, upgrade, the traffic signal on the County's behalf in accordance with specifications set forth by the County's traffic engineer and as set forth in this Section 5(d) of this Agreement once the County determines that the traffic signal is fully operational, and the County agrees to reimburse the City for the traffic

signal's maintenance, repair, and upgrade costs at the same rates the City pays its contractor for maintenance, repair, and upgrade costs for similar traffic signals.

- i. The County will send written notification to the City when the County determines that the traffic signal is fully operational.
- ii. The City may use its contractor to perform traffic signal maintenance, repair, and upgrade services for the County.
- iii. The County will be responsible for notifying the City of a traffic malfunction.
- iv. The City will maintain a log of all "trouble calls" received from the County regarding the traffic signal and submit an invoice to the County for all traffic signal maintenance, repair, and upgrade services performed by the City.
- v. The City will not make any adjustments to the traffic signal operation or the installation design until it receives written approval of the adjustments from the County, except that in the event of traffic signal malfunction, the City is authorized to make timing adjustments as needed without the necessity of prior written approval from the County.
- vi. The City must obtain written approval from the County before making any phasing changes to the traffic signal. All notices and requests will be in writing except that in emergency situations where delay incurred by waiting for written approval or notification would be detrimental to the parties' interests, then, verbal communication will be sufficient with written communication to follow.
- vii. All signal components used by the City must meet City of Austin specifications.
- viii. The County will pay the City within 30 days of receipt of an invoice from the City that references this Agreement and that includes at least the following information:
  - (A) the date of service,
  - (B) a brief description of the services rendered; and
  - (C) an itemization of the cost of labor, parts, vehicles, and any other expenses for which the City is seeking payment in relation to the services provided
- ix. W-9. The City shall provide County with an Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its

rules and regulations, and a statement of entity status in a form satisfactory to the County Auditor before any funds are payable.

- x. The County reserves the right to use other contractors to perform maintenance, repair, and upgrade signals for the traffic signal or to perform these services by itself.

6. **Bond and Guarantee.** All construction contracts affecting their respective projects shall include a payment and performance bond and maintenance bond by the contractor for a period of one year from the date of acceptance of their respective projects.

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.

8. **Financial Obligations.**

(a) The County and City agree to pay all costs of their respective projects. The Parties agree to pay the costs of the engineering, surveying, geotechnical investigations, permitting, right-of-way and easement acquisitions, construction contract advertising, bidding and award, design and construction phase project management, construction, and inspection and testing, and the cost of any change orders made necessary by field changes to address unanticipated conditions for their respective projects. If mutually agreed that the County is to manage any of the construction phase of the City's Project, the City will reimburse the County for all such costs except the County's internal Project Management costs. The Parties will acquire all right-of-way and easements needed for their respective projects ("Real Property Interests"). In the event one Party's Project requires real property from within the jurisdiction of the other Party, the Party in whose jurisdiction the real property is located shall be responsible for the acquisition and shall be reimbursed for all associated costs by the other Party; but before the City enters into any agreement to acquire any Real Property Interests in the City's jurisdiction and as a condition for the City to seek reimbursement from the County, the City must submit the final form of any such agreement to the County Executive for review and comment and the City must make any changes required by the County Executive before signing an agreement to acquire such Real Property Interests. If the City agrees to pay construction costs associated with a

driveway permit in connection with the purchase of Real Property Interests described in this Section 8, the County will incur those costs provided the County Executive approves in writing the final form of the agreement.

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: Steven Jones  
City Manager  
1102 Lohman's Crossing  
Lakeway, Texas 78734

WITH COPY TO: Alan J. Bojorquez  
City Attorney  
City of Lakeway  
c/o Bojorquez Law Firm, PLLC  
12325 Hymeadow Drive, Suite 2-100  
Austin, Texas 78750

COUNTY: Steven M. Manilla, P.E. (or successor)  
County Executive, TNR  
P. O. Box 1748  
Austin, Texas 78767

WITH A COPY TO: Cyd Grimes, C.P.M. (or successor)  
Travis County Purchasing Agent

P.O. Box 1748  
Austin, Texas 78767

AN WITH A COPY TO: David Escamilla (or successor)  
Travis County Attorney  
P. O. Box 1748  
Austin, Texas 78767  
Attn: File No. 291.253

- (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.
- (i) **Venue.** TO THE EXTENT ALLOWED BY TEXAS LAW, IT IS AGREED THAT VENUE FOR ALL LAWSUITS CONCERNING THIS AGREEMENT WILL BE IN TRAVIS COUNTY, TEXAS. THIS AGREEMENT CONCERNS REAL PROPERTY LOCATED IN TRAVIS COUNTY, TEXAS, AND IS WHOLLY PERFORMABLE IN TRAVIS COUNTY.
- (j) **Interpretation.** In the event of any dispute over its meaning or application, this Agreement will be interpreted fairly and reasonably and neither more strongly for or against either party.
- (k) **Application of Law.** This Agreement is governed by the laws of the State of Texas.
- (l) **Mediation.** When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent 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 are to 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.
- (m) Interest on overdue payments is governed by Chapter 2251 of the Texas Government Code.
- (n) In this Agreement, "working day" means a calendar day that is not a Saturday, Sunday, or a holiday designated by the Travis County Commissioners Court.
- (o) **Third Party Rights Not Created.** This Agreement is not intended to and shall not be construed to create any rights or remedies in any person or legal entity that is not a party to it and the Parties are not waiving any defense or

immunity to which they are entitled against any person or legal entity that is not a party to this Agreement.

Each of the signatories to this Agreement represents and warrants that he is duly authorized to sign this in the capacity indicated.

**CITY OF LAKEWAY, TEXAS:**

By: David P. DeOme  
David P. DeOme, Mayor

Date: 02/20/13

**APPROVED AS TO FORM:**

Alan J. Bojorquez, City Attorney

**TRAVIS COUNTY, TEXAS:**





by: Samuel T. Biscoe, County Judge

Date: \_\_\_\_\_

**DRAFT**

EXHIBIT "A"

HIGHLANDS BLVD/  
BEE CREEK RD  
WIDENING PROJECT

-  City of Lakeway
-  Travis County Portion 4,330 In ft (approx)
-  Lakeway Portion 5,285 in ft (approx)
-  Village of The Hills



Every effort has been made to ensure the accuracy and completeness of the data. The City of Lakeway assumes no liability for any errors or omissions other than those of a printer.





February 15, 2013 | 1 inch = 3,000 feet





EXHIBIT "B"

HIGHLANDS BLVD/  
BEE CREEK RD  
WIDENING PROJECT

-  City of Lakeway
-  Travis County Portion 4,330 in ft (approx)
-  Lakeway Portion 5,285 in ft (approx)
-  Village of The Hills

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February 15, 2013 | 1 inch = 3,000 feet

