Commissioners Court –April 11, 2017
NOTICE OF A MEETING OF THE
COMMISSIONERS COURT OF HAYS COUNTY, TEXAS

This Notice is posted pursuant to the Texas Open Meetings Act. (VERNONS TEXAS CODES ANN. GOV. CODE CH.551). The Hays County Commissioners Court will hold a meeting at **9:00 A.M.** on the **11th day of April, 2017**, in the Hays County Courthouse, Room 301, San Marcos, Texas. An Open Meeting will be held concerning the following subjects:

CALL TO ORDER
INVOCATION
PLEDGE OF ALLEGIANCE - **Pledge of Allegiance to the American Flag & Pledge of Allegiance to the Texas Flag**
ROLL CALL

PUBLIC COMMENTS

At this time **3-MINUTE** comments will be taken from the audience on Non-Agenda related topics. To address the Court, please submit a Public Participation/ Witness Form to the County Clerk. Please Complete the Public Participation/ Witness Form in its Entirety.
NO ACTION MAY BE TAKEN BY THE COURT DURING PUBLIC COMMENTS.

CONSENT ITEMS

The following may be acted upon in one motion.
A Commissioner, the County Judge, or a Citizen may request items be pulled for separate discussion and/or action.

1	3	Approve payments of county invoices. **VILLARREAL-ALONZO**
2	4-10	Approve Commissioners Court Minutes of April 4, 2017. **COBB/GONZALEZ**
3	11-26	Approve the October 2016 - December 2016 Treasurer's Reports and Investment Reports. **COBB/TUTTLE**
4	27-30	Approve Utility Permits. **COBB/BORCHERDING**
5	31-32	Accept a donation of $450 and a donation of t-shirts to the Sheriff's Office Communications Division and amend the budget accordingly. **COBB/CUTLER**
6	33	Authorize the Fire Marshal to accept LEOSE Funds distributed from the State Comptroller and amend the budget accordingly. **COBB/SMITH**
7	34	Approve out of state travel for Deputy Inspector Rod Venner to attend the Force Science Certification Training in Rochester, NY. **COBB/CUTLER**
8	35-39	Authorize the Sheriff's Office to purchase helmet mounts for night vision optics utilizing Sheriff Drug Forfeiture Funds and amend the budget accordingly. **COBB/CUTLER**
9	40-43	Approval to hold an online auction with Rene Bates Auctioneers to dispose of surplus property pursuant to Texas Local Government Code 263.152 (a) (1) and authorize Purchasing Manager to advertise. **COBB/LAPOINTE/VILLARREAL-ALONZO**
10	44	Authorize the Constable Pct. 1 Office to re-grade the part-time Administrative Assistant I position to a Justice Clerk effective January 3, 2017 and amend the budget accordingly. **INGALSBE/PETERSON**
11	45	Approve renewal of annual contract for Electrical Services with Ted Breihan Electric Company for one additional year. **COBB/LAPOINTE/VILLARREAL-ALONZO**
12	46	Authorize Commercial OSSF Permit at 4000 E Hwy 290, Dripping Springs, TX 78620. **WHISENANT/MCINNIS**
13	47-48	Approve the appointment of David J. Graham as Deputy Constable, in Precinct 4. **WHISENANT/HOOD**

ACTION ITEMS

ROADS

14	49-50	Discussion and possible action to adopt a resolution in support of the County's FM 2001 Partnership Project from I-35 to SH 21 and urging the Texas Department of Transportation to approve the FM 2001 environmental document in a timely manner so that the development of the project may proceed to construction as expeditiously as possible. **JONES**

SUBDIVISIONS

15	51-53	SUB-739 Home Camp Subdivision (1 Lot). Discussion and possible action to approve preliminary plan. **CONLEY/STRICKLAND**

16	54-55	SUB-720 Panther Hollow Subdivision (2 Lots). Discussion and possible action to approve preliminary plan. **CONLEY/STRICKLAND**
17	56-57	SUB-722 Little Country Subdivision (2 Lots). Discussion and possible action to approve preliminary plan. **WHISENANT/STRICKLAND**

MISCELLANEOUS

18	58-59	Discussion and possible action to appoint Commissioner Ray Whisenant and Mike Figer to the Board of Directors for the Dripping Springs Tax Increment Reinvestment Zones No. 1 and No. 2. **COBB/WHISENANT**
19	60-120	Discussion and possible action to adopt the 2017 Hays County, Texas Title VI/Nondiscrimination Plan as required as a recipient of federal funds through the Texas Department of Transportation (TxDOT) and other agencies. **CONLEY/HAUFF**
20	121-127	Discussion and possible action to authorize the County Judge to execute Change Order Authorization No. 14 between Hays County and Wood and Thomason Construction, LP for work related to the renovations at the County Owned Facility at 200 Stillwater, in Precinct 3. **CONLEY/GARZA**
21	128-135	Discussion and possible action to approve a Flood Control Interlocal Agreement between Hays County and Travis County regarding flood control measures in the Onion Creek drainage basin; authorize the County Judge to execute the agreement. **JONES/WHISENANT/GARZA**
22	136-137	Discussion and possible action to adopt an Order of Commissioners Court authorizing the sale of mixed beverages, wine, and beer during extended hours (midnight to 2 a.m.), pursuant to Sections 105.03, 105.04, and 105.05 of the Texas Alcoholic Beverage Code, in the unincorporated areas of Hays County, that have not been designated as "dry areas" pursuant to Section 251.71 of the Texas Alcoholic Beverage Code. **COBB**
23	138	Discussion and possible action to appoint Roger Boyd to the board of the newly-created Emergency Services District No.9 (ESD#9). **CONLEY**

EXECUTIVE SESSIONS

The Commissioners Court will announce it will go into Executive Session, if necessary, pursuant to Chapter 551 of the Texas Government Code, to receive advice from Legal Counsel to discuss matters of land acquisition, litigation, and personnel matters as specifically listed on this agenda. The Commissioners Court may also announce it will go into Executive Session, if necessary, to receive advice from Legal Counsel regarding any other item on this agenda.

24	139	Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange or value of Right of Way along proposed FM110 in Pct. 1. Possible action to follow in open court. **INGALSBE**

STANDING AGENDA ITEMS

The Commissioners Court utilizes Standing Agenda Items to address issues that are frequently or periodically discussed in court. This section allows the Court to open the item when a need for discussion arises.

25	Discussion of issues related to the Hays County Jail, and the planning of projects pertaining to the public safety facilities needs within the County. Possible action may follow. **COBB/CUTLER**
26	Discussion and possible action related to the burn ban and/or disaster declaration. **COBB/SMITH/BROWNING**
27	Discussion of issues related to the road bond projects, including updates from Mike Weaver, Prime Strategies, Laura Harris, HNTB and Allen Crozier, HDR. Possible action may follow. **COBB**

ADJOURNMENT

Posted by 5:00 o'clock P.M. on the 7th day of April, 2017

COMMISSIONERS COURT, HAYS COUNTY, TEXAS

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CLERK OF THE COURT

Hays County encourages compliance with the Americans with Disabilities Act (ADA) in the conduct of all public meetings. To that end, persons with disabilities who plan to attend this meeting and who may need auxiliary aids such as an interpreter for a person who is hearing impaired are requested to contact the Hays County Judge's Office at (512) 393-2205 as soon as the meeting is posted (72 hours before the meeting) or as soon as practical so that appropriate arrangements can be made. While it would be helpful to receive as much advance notice as possible, Hays County will make every reasonable effort to accommodate any valid request regardless of when it is received. Braille is not available.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Approve payment of County invoices.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	April 11, 2017	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR APPROVAL:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
Auditor's Office	VILLARREAL-ALONZO	N/A

SUMMARY

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Approve Commissioner Court Minutes of April 4, 2017.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	April 11, 2017	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
Gonzalez	COBB	N/A

SUMMARY

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STATE OF TEXAS *
COUNTY OF HAYS *

ON THIS THE 4TH DAY OF APRIL A.D., 2017, THE COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, MET IN REGULAR MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

ALBERT H. COBB JR	**COUNTY JUDGE**
DEBBIE GONZALES INGALSBE	**COMMISSIONER, PCT. 1**
MARK JONES	**COMMISSIONER, PCT. 2**
WILL CONLEY	**COMMISSIONER, PCT. 3**
RAY O. WHISENANT JR.	**COMMISSIONER, PCT. 4**
OSCAR MEJIA	**DEPUTY COUNTY CLERK**

AND THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

Judge Cobb gave the invocation and led the court in the Pledge of Allegiance to the United States and Texas flags. Judge Cobb called the meeting to order.

32380 ADOPT A PROCLAMATION RECOGNIZING APRIL AS CHILD ABUSE PREVENTION MONTH

Julia New spoke. **A motion was made by Commissioner Conley, seconded by Commissioner Whisenant to adopt a proclamation recognizing April as Child Abuse Prevention Month. All present voting "Aye". MOTION PASSED**

PRESENTATION BY REPRESENTATIVES OF RS&H REGARDING WORK ZONE AND CONSTRUCTION AREA AWARENESS AND SAFETY

Brad Hildebrand and Lonnie Doyle of RS&H gave a presentation. National Work Zone Awareness Week will be observed April 3-7, 2017. TxDOT and the Federal Highway Administration will be urging drivers to slow down, pay attention and be extra cautious when driving through work zones and construction areas. According to TxDOT, in 2016, there were 25,713 crashes in Texas work zones, resulting in 181 fatalities; an increase of 27 percent from the previous year. The County has a number of construction projects underway, including the FM 150 Center Turn Lane project and the FM 1626 South project. The presentation will focus on Texas facts on work zone accidents; overview of dangers to drivers in work zones; safety controls used in work zones to protect workers and public; and best practices for motorists to safely navigate through work zones.

PRESENTATION TO UPDATE THE COMMISSIONERS COURT ON THE HAYS COUNTY SCHOOL SAFETY PROJECT

Director Kharley Smith gave an update on the Hays County School Safety Project. The Office of Emergency Services secured Homeland Security grant funding to further the school safety efforts within Hays County through the purchase of emergency medical supplies to be allocated to schools, public buildings and emergency responders.

PRESENTATION FROM WELLBRIDGE HEALTHCARE, FORMERLY OCEANS BEHAVIORAL HEALTH HOSPITAL, REGARDING MENTAL HEALTH SERVICES PROVIDED AT THE SAN MARCOS FACILITY

Clara Hollis gave a presentation regarding Mental Health Services. Representatives from Wellbridge Healthcare will be present in court to introduce the recent change in hospital management and provide an update on the mental health services provided at their facility.

PUBLIC COMMENTS
Sam Brannon- a San Marcos resident spoke.

32381 APPROVE PAYMENTS OF COUNTY INVOICES

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to approve payments of county invoices in the amount of $306,155.78 as submitted by the County Auditor. All present voting "Aye". MOTION PASSED

32382 APPROVE COMMISSIONERS COURT MINUTES OF MARCH 28, 2017

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to approve Commissioners Court Minutes of March 28, 2017. All present voting "Aye". MOTION PASSED

32383 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A CONTRACT WITH THE DEPARTMENT OF STATE HEALTH SERVICES (DSHS) FOR THE FY2018/2019 RLSS/LOCAL PUBLIC HEALTH SYSTEM (LPHS) IN THE AMOUNT OF $102,929.00

On January 10, 2017, the Commissioners Court authorized submission of a grant application to the Department of Health Services (DSHS) for the RLSS/LPHS grant program. Funds will be used to provide partial support of the salary and benefits of the Community Health RN supervisor over a two-year period. The term of this grant is September 1, 2017 through August 31, 2019. Contract will be signed through DocuSign. **A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to authorize the County Judge to execute a contract with the Department of State Health Services (DSHS) for the FY2018/2019 RLSS/Local Public Health System (LPHS) in the amount of $102,929.00. All present voting "Aye". MOTION PASSED**

32384 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A CONTRACT WITH THE DEPARTMENT OF STATE HEALTH SERVICES (DSHS) FOR FUNDING FOR THE FY2018/2019 EMERGING AND ACUTE INFECTIOUS DISEASE PROGRAM IN THE AMOUNT OF $165,000.00

On January 14, 2017, the Commissioners Court authorized submission of the application to the Department of State Health Services for Emerging and Acute Infectious Disease program. The period for this grant program is September 1, 2017 through August 31, 2019. The contract and provisions are attached and acceptance is done electronically. **A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to authorize the County Judge to execute a contract with the Department of State Health Services (DSHS) for funding for the FY2018/2019 Emerging and Acute Infectious Disease program in the amount of $165,000.00. All present voting "Aye". MOTION PASSED**

32385 AUTHORIZE COMMISSIONER CONLEY TO EXECUTE SUPPLEMENTAL NO. 3 TO WORK AUTHORIZATION NO. 1 OF HDR ENGINEERING, INC. PROFESSIONAL SERVICES AGREEMENT FOR RIGHT OF WAY ACQUISITIONS SERVICES ON THE RM 12 PARKWAY PROJECT

The Professional Services Agreement (PSA) and Work Authorization No. 1 (WA1) for HDR Engineering, Inc. to provide right of way acquisition services to Hays County for 48 parcels on the RM 12 Parkway project was approved by Commissioner's Court on December 12, 2014. This supplement is for additional services that were necessary for the completion of the project. The primary additional services are identified below: 1) Refreshing 36 right of entries which expired permitting the final survey and setting of final corner pins. 2) Additional relocation effort regarding the relocation of 2 outdoor advertising signs due to a change in the TxDOT reimbursement policy. Compliance with this policy will allow these acquisitions to remain eligible for reimbursement by TxDOT. 3) Additional coordination with TxDOT to accept the use of temporary surveys permitting TxDOT review and approval of offers as the surveyor was obtaining new right of entries necessary to complete surveys in order to expedite acquisition. 4) Update and review of four (4) appraisals for eminent domain activities. Funding is available within the identified project funds within the 2008 Priority Road Bond Program. **A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to authorize Commissioner Conley to execute Supplemental No. 3 to Work Authorization No. 1 of HDR Engineering, Inc. Professional Services Agreement for right of way acquisitions services on the RM 12 Parkway project. All present voting "Aye". MOTION PASSED**

32386 AUTHORIZE INSTITUTIONAL OSSF PERMIT AT 295 COUNTY ROAD 202, KYLE, TX

Lenn King is proposing an OSSF to serve a business park with 18 office/warehouse buildings east of Kyle. This property is 10 acres in size and water will be supplied by public water system. The system designer, Russell Cain, R.S. has designed a treatment system which consists of standard treatment tanks with pump tanks and effluent meters at each building which will dose to a central pump tank, which will then dose the effluent to a low pressure dosed drainfield at a daily usage rate of 1318 gallons. This permit was originally authorized in February 2015 but the owner couldn't start on it before it expired. **A motion was made by Commissioner Whisenant, seconded by Commissioner Conley to authorize Institutional OSSF Permit at 295 County Road 202, Kyle, TX. All present voting "Aye". MOTION PASSED**

32387 APPROVE OUT OF STATE TRAVEL FOR DIRECTOR KHARLEY SMITH TO ATTEND THE BRIEFING, A SCHOOL SAFETY SYMPOSIUM HELD AT COLUMBINE HIGH SCHOOL IN LITTLETON, COLORADO WHERE SHE WILL PRESENT THE HAYS COUNTY STANDARD RESPONSE PROTOCOL (SRP) AND REUNIFICATION PROGRAMS

Director Kharley Smith, along with representatives from the San Marcos Marshal's Office and Police Department, were requested to attend "The Briefings" at Columbine High School in Littleton, CO to offer best practices to other jurisdiction on the development and adaptation of the SRP and Reunification programs. The Symposium examines lessons learned from traumatic events and reveals new, preemptive school safety measures growing in multiple realms. It is designed to provide a number of takeaways that districts, departments and agencies can implement immediately. All travel expenses will be paid for out of the Office of Emergency Services Continuing Education general ledger. Amount not to exceed $1500.00 001-656-00.5551 - Continuing Education. **A motion was made by Commissioner Whisenant, seconded by Commissioner Conley to approve out of state travel for Director Kharley Smith to attend The Briefing, a school safety symposium held at Columbine High School in Littleton, Colorado where she will present the Hays County Standard Response Protocol (SRP) and Reunification programs. All present voting "Aye".**

MOTION PASSED

32388 APPROVE OUT OF STATE TRAVEL FOR LIEUTENANT JERI SKROCKI TO ATTEND THE BRIEFING, A SCHOOL SAFETY SYMPOSIUM HELD AT COLUMBINE HIGH SCHOOL IN LITTLETON, COLORADO WHERE SHE WILL PRESENT THE HAYS COUNTY STANDARD RESPONSE PROTOCOL (SRP) AND REUNIFICATION PROGRAMS

Lt. Jeri Skrocki, along with representatives from the San Marcos Marshal's Office and Police Department, were requested to attend "The Briefings" at Columbine High School in Littleton, CO to offer best practices to other jurisdiction on the development and adaptation of the SRP and Reunification programs. The Symposium examines lessons learned from traumatic events and reveals new, preemptive school safety measures growing in multiple realms. It is designed to provide a number of takeaways that districts, departments and agencies can implement immediately. All travel expenses will be paid for out of the Sheriff's Office Continuing Education general ledger. Amount not to exceed $1500.00 001-618-00.5551 - Continuing Education. **A motion was made by Commissioner Whisenant, seconded by Commissioner Conley to approve out of state travel for Lieutenant Jeri Skrocki to attend The Briefing, a school safety symposium held at Columbine High School in Littleton, Colorado where she will present the Hays County Standard Response Protocol (SRP) and Reunification programs**. **All present voting "Aye". MOTION PASSED**

32389 APPROVE THE RE-APPOINTMENT OF COMMISSIONER DEBBIE GONZALES INGALSBE TO THE CAPITAL AREA RURAL TRANSPORTATION DISTRICT'S BOARD OF DIRECTORS FOR A TWO YEAR TERM BEGINNING MARCH 2017

A motion was made by Commissioner Whisenant, seconded by Commissioner Conley to approve the re-appointment of Commissioner Debbie Gonzales Ingalsbe to the Capital Area Rural Transportation District's Board of Directors for a two year term beginning March 2017. All present voting "Aye". MOTION PASSED

32390 AUTHORIZE THE PERSONAL HEALTH DEPARTMENT TO ADD A TELEPHONE ALLOWANCE FOR THE EPIDEMIOLOGIST EFFECTIVE 04/01/2017, SLOT NUMBER 1142-002 AND AMEND THE BUDGET ACCORDINGLY

General Counsel Mark Kennedy spoke and amended the agenda item to read Epidemiologist instead of Epidemiology Specialist and changed the slot number to 1142-002. The stipend has been requested and approved via the Request Justification Form for Electronics and Related Equipment Services for the Epidemiology Specialist position. The Epidemiology Specialist position requires the use of a smart phone in order to conduct daily activities. Budget Amendment: Decrease Telephone and Data Lines: 120-675-99-094.5489. Increase Telephone Allowance: 120-675-99-094.5194. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Conley to authorize the Personal Health Department to add a telephone allowance for the Epidemiologist effective 04/01/2017, slot number 1142-002 and amend the budget accordingly. All present voting "Aye". MOTION PASSED**

32391 AUTHORIZE THE CONSTABLE PRECINCT 3 OFFICE TO ADD A TELEPHONE ALLOWANCE EFFECTIVE APRIL 1, 2017 FOR DEPUTY CONSTABLE, SLOT 0885-022 AND AMEND THE BUDGET ACCORDINGLY

A county issued cell phone was approved for this position during the budget process; however the employee has opted to receive the stipend which is a savings for the County. This position travels throughout the precinct for public safety and civil processes. It is imperative that he is available to staff as well as members of the community in order to remain productive and perform duties effectively. Savings with the operating budget have been identified to fund this request. Budget Amendment: Decrease - 001-637-00.5489. Increase - 001-637-00.5194. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Conley to authorize the Constable Precinct 3 Office to add a telephone allowance effective April 1, 2017 for Deputy Constable, slot 0885-022 and amend the budget accordingly. All present voting "Aye". MOTION PASSED**

32392 AUTHORIZE THE DEVELOPMENT AND COMMUNITY SERVICES DIRECTOR, HIS SUCCESSOR(S), OR ASSIGNS TO SERVE AS THE INTERIM FLOODPLAIN ADMINISTRATOR FOR THE CITY OF WIMBERLEY FOR A PERIOD NOT TO EXCEED 6 MONTHS FROM EXECUTION OF AGREEMENTS; AUTHORIZE THE COUNTY JUDGE TO EXECUTE ANY REQUIRED AGREEMENT(S) AFTER REVIEW BY THE OFFICE OF GENERAL COUNSEL

Hays County and each of its cities have partnered for nearly a decade on county-wide drainage studies, flood map revisions, and various areas of jurisdictional overlap. The Development Services Division has collaborated with the City of Wimberley in flood recovery, rebuilding, and other efforts following the flood disasters in 2015.

The City of Wimberley has requested the County's assistance in administering their flood protection and permitting program. The City is in the process of hiring a new city administrator/floodplain administrator and will require assistance until the position is filled. As residents rebuild, floodplain permits will be required, and it is the desire of staff to ensure development authorizations inside the City of Wimberley are handled as efficiently as areas within the County's jurisdiction, during the City's time of transition in administration. As drafted, there will be no additional cost to the City of Wimberley for these services. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Conley to authorize the Development and Community Services Director, his successor(s), or assigns to serve as the Interim Floodplain Administrator for the City of Wimberley for a period not to exceed 6 months from execution of agreements; authorize the County Judge to execute any required agreement(s) after review by the Office of General Counsel. All present voting "Aye". MOTION PASSED**

32393 ACCEPTANCE OF THE ROADS INTO THE COUNTY ROAD SYSTEM FOR SUNFIELD SUBD. PHASE 2, SECTION 3, AND RELEASE OF MAINTENANCE BOND #1028731 IN THE AMOUNT TOTALING $1,093,149.42

Staff gave approval. Staff recommends acceptance of the roads into the county road system. The Transportation Department has inspected and approved the punch list repairs. The maintenance bond covered streets, water and sewer. Roads include: segments of Sundown Avenue (577 ft.) and of Sunbright Boulevard (2,065 ft.). **A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to accept the roads into the county road system for Sunfield subd. Phase 2, Section 3, and release of maintenance bond #1028731 in the amount totaling $1,093,149.42. All present voting "Aye". MOTION PASSED**

32394 HOLD A PUBLIC HEARING TO ESTABLISH TRAFFIC REGULATIONS ON CREEK ROAD NEAR THE BALL FIELDS. DISCUSSION AND POSSIBLE ACTION TO FOLLOW

Judge Cobb opened the public hearing at 10:17 a.m. and closed the public hearing at 10:17 a.m. with no public input. This action will be to establish a 25 MPH speed limit on Creek Road for both directions of travel for approximately 700 feet on both sides of the ball park driveway (see maps). **A motion was made by Commissioner Whisenant, seconded by Commissioner Ingalsbe to establish traffic regulations on Creek Road near the ball fields. All present voting "Aye". MOTION PASSED**

32395 SUB-707 INTEGRITY OAKS SUBDIVISION (9 LOTS). DISCUSSION AND POSSIBLE ACTION TO APPROVE PRELIMINARY PLAN

County Planner Marcus Pacheco spoke. Staff gave approval. The proposed Integrity Oaks Subdivision is a 9 lot subdivision located off of Lone Man Mountain Road in Precinct 3. The subdivision will be served by individual water wells and wastewater treatment will be accomplished by individual on-site sewage facilities. **A motion was made by Commissioner Conley, seconded by Commissioner Whisenant to approve preliminary plan for SUB-707 Integrity Oaks Subdivision (9 Lots). All present voting "Aye". MOTION PASSED**

32396 APPROVAL OF PHASING AGREEMENT FOR THE ANTHEM SUBDIVISION

County Planner Marcus Pacheco spoke. Staff gave approval. The Anthem Subdivision is an approximately 1850 residential lot planned development in Precinct 2. The developer anticipates a 30 year build out for the 23 phases currently planned. The execution of this agreement will ensure the project is allowed to move forward with current development regulations and fees while allowing Hays County to adopt reasonable timelines for approvals for all final phases. **A motion was made by Commissioner Jones, seconded by Commissioner Conley to approve phasing agreement for the Anthem Subdivision. All present voting "Aye". MOTION PASSED**

32397 APPOINTMENT OF COMMISSIONERS TO THE BOARD OF THE NEWLY-CREATED EMERGENCY SERVICES DISTRICT NO.9 (ESD#9), AND MATTERS RELATED THERETO.

Creation of ESD#9 was authorized during the November 2016 election. Pursuant to 775.034 of the Texas Health and Safety Code, the Commissioners Court is authorized to appoint the 5-person board. Other matters related to ESD#9 may be discussed during this item. **A motion was made by Commissioner Jones, seconded by Commissioner Whisenant to nominate Bruce Snyder a resident of Neiderwald and Chad Crawford a resident of San Marcos for over 35 years as members of the newly-created Emergency Services District No.9 (ESD#9). All present voting "Aye". MOTION PASSED**

32398 APPROVE A PRELIMINARY HAYS COUNTY BUDGET CALENDAR FOR FISCAL YEAR 2018

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Whisenant to approve a preliminary Hays County budget calendar for Fiscal Year 2018. All present voting "Aye". MOTION PASSED

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32399 AUTHORIZE THE COUNTY JUDGE TO EXECUTE CHANGE ORDER AUTHORIZATION NO. 2 BETWEEN HAYS COUNTY AND CAHABA DISASTER RECOVERY, LLC FOR WORK RELATED TO THE HAYS COUNTY FLOOD DEBRIS REMOVAL PROGRAM AND AMEND THE BUDGET ACCORDINGLY

Tom Darmstadter II of Ultrahome spoke. The Development and Community Services Department would like to increase the contract between the County and Cahaba Disaster Recovery, LLC to address cost overruns related to the Blanco River Debris Removal Project. This change order will increase the current contract by 25% ($373,629.36) from $1,494,545.65 to $1,868,175.01 The contract will be converted from a lump sum payment method to unit price payment method at a rate of $39.52 per cubic yard for all sites where the cost overruns were deemed to be reimbursable by NRCS. The total cost for these sites will not exceed $1,227,255.08. The remaining 22 sites where the cost overruns were deemed not reimbursable by NRCS will remain at lump sum payment as specified in the original schedule of values. The total cost for these sites will not exceed $640,919.93. There is currently $378,859.35 remaining in the initial grant awarded by NRCS which requires a 25% match by the County. A breakdown of the funding sources needed to complete the debris removal project is as follows; NRCS 75% Match: $280,222.02. Hays County 25% Match: $93,407.34. Potential Funding Source: County Wide Capital Improvements. Attachment: Change Order No. 2. **A motion was made by Commissioner Conley, seconded by Commissioner Ingalsbe to authorize the County Judge to execute Change Order Authorization No. 2 between Hays County and Cahaba Disaster Recovery, LLC for work related to the Hays County Flood Debris Removal Program and amend the budget accordingly and to empower General Counsel and Development Services Director to give the go ahead to the Auditors office to pay Cahaba for these funds. All present voting "Aye". MOTION PASSED**

32400 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A DEBRIS REMOVAL CONTRACT WITH CAHABA DISASTER RECOVERY, LLC FOR THE HAYS COUNTY FLOOD DEBRIS REMOVAL PROGRAM PHASE III; GRANT A DISCRETIONARY EXEMPTION PURSUANT TO 262.024(A)(2) OF THE TEXAS LOCAL GOVERNMENT CODE AND AMEND THE BUDGET ACCORDINGLY

Tom Darmstadter II of Ultrahome spoke. A large portion of the Blanco River Debris Removal Program has been covered by federal grant money as a part of the Emergency Watershed Protection Program. However, estimated debris totals to date have exceeded the total allocation available through the EWP grant award and will not be billable as part of the original debris removal contract. Development and Community Services Staff have identified the additional debris amounts, verified cost estimates and propose a lump sum contract not to exceed $760,692.57. Staff requests the Court grant a discretionary exemption pursuant to 262.024(a)(2) of the Texas Local Government Code, waiving competitive bid requirements to preserve or protect the public health or safety of Hays County Residents. Potential Funding Source: Countywide Misc Capital Improvements; projects budgeted during the FY17 budget process but not yet started may be delayed to allow for the seamless continuation of the debris removal program. Attachment: Cahaba Debris Removal Contract. **A motion was made by Commissioner Conley, seconded by Commissioner Ingalsbe to authorize the County Judge to execute a Debris Removal Contract with Cahaba Disaster Recovery, LLC for the Hays County Flood Debris Removal Program Phase III; grant a discretionary exemption pursuant to 262.024(a)(2) of the Texas Local Government Code and amend the budget accordingly with the addition of a modification to Article 9 regarding liquidated damages at the time and modification to Article 28, which currently provides for adjustments if what's on the ground varies more than 25% of the estimates. All present voting "Aye". MOTION PASSED**

32401 APPROVAL OF FLEET MAINTENANCE/EARLY PACKAGE DESIGN DOCUMENTS; AUTHORIZATION TO PROCEED WITH BIDDING AND AWARD OF WORK FOR FLEET MAINTENANCE PRE-ENGINEERED METAL BUILDING, AND AUTHORIZING THE COUNTY JUDGE TO EXECUTE ALL RELATED DOCUMENTS

Brenda Jenkins from ECM International, Codi Newsom, Linda Bernauer from HOK, Curt Parde from HOK, Hays County Sheriff Gary Cutler, and Jeff Pittman with Turner Construction spoke. Members of the Public Safety Program Design Team including ECM, HOK, and Turner will be in court to provide an update to the court on the following:- general design update- review and possible action to approve the 100% CD Package for Phase I: Fleet/Maintenance Building. Approval of the drawings would authorize Turner to obtain bids for GMP which will be brought back to court for consideration in May- possible action to approve the award of the Pre-Engineered Metal Building (PEMB) for Phase I. Turner has advertised to obtain bids and will be recommending a manufacturer and cost. The early procurement and award is recommended due to the long lead time of this item. **A motion was made by Commissioner, seconded by Commissioner to approve of fleet maintenance/early package design documents; authorization to proceed with bidding and award of work for fleet maintenance Pre-Engineered Metal Building, and authorizing the County Judge to execute all related documents. Commissioner Conley, Commissioner Ingalsbe, and Commissioner Whisenant voting "Aye". Commissioner Jones and Judge Cobb voting "No". MOTION PASSED**

Clerk's Note: Court took a break at 11:10 a.m. and returned into open session at 11:22 a.m.

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CLERK'S NOTE RE: ITEM #26 RE: *EXECUTIVE SESSION PURSUANT TO SECTIONS 551.071 AND 551.072 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL AND DELIBERATION REGARDING THE PURCHASE, EXCHANGE OR VALUE OF RIGHT OF WAY ALONG PROPOSED FM110 IN PCT. 1. POSSIBLE ACTION TO FOLLOW IN OPEN COURT.*-**was pulled**

32402 EXECUTIVE SESSION PURSUANT TO SECTIONS 551.071 AND 551.072 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL AND DELIBERATION REGARDING THE PURCHASE, EXCHANGE, OR VALUE OF REAL PROPERTY RELATED THE HAYS COUNTY REGIONAL HABITAT CONSERVATION PLAN. POSSIBLE ACTION TO FOLLOW IN OPEN COURT

Court convened into Executive Session at 12:45 p.m. and reconvened into open court at 12:50 p.m. In Executive Session were Commissioner Ingalsbe, Commissioner Jones, Judge Cobb, Mark Kennedy of General Counsel, and Tammy Crumley, **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to approve the letter as presented in Executive Session to terminate the contract between Hays County and W.L. and B.J. Wootan Revocable Trust. All present voting "Aye". MOTION PASSED**

EXECUTIVE SESSION PURSUANT TO SECTIONS 551.071 AND 551.072 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL AND DELIBERATION REGARDING THE PURCHASE, EXCHANGE, LEASE OR VALUE OF REAL PROPERTY OWNED BY HAYS COUNTY. POSSIBLE ACTION TO FOLLOW IN OPEN COURT

Court convened into Executive Session at 12:50 p.m. and reconvened into open court at 1:10 p.m. In Executive Session were Commissioner Ingalsbe, Commissioner Jones, Judge Cobb, Mark Kennedy of General Counsel, and Tammy Crumley. No action taken.

CLERK'S NOTE RE: ITEM #29 RE: *DISCUSSION OF ISSUES RELATED TO THE HAYS COUNTY JAIL, AND THE PLANNING OF PROJECTS PERTAINING TO THE PUBLIC SAFETY FACILITIES NEEDS WITHIN THE COUNTY. POSSIBLE ACTION MAY FOLLOW.*-**was pulled**

DISCUSSION AND POSSIBLE ACTION RELATED TO THE BURN BAN AND/OR DISASTER DECLARATION

Judge Cobb gave an update on the burn ban. The drought index is at 26 and the burn ban will remain lifted.

CLERK'S NOTE RE: ITEM #31- *DISCUSSION OF ISSUES RELATED TO THE ROAD BOND PROJECTS, INCLUDING UPDATES FROM MIKE WEAVER, PRIME STRATEGIES, LAURA HARRIS, HNTB AND ALLEN CROZIER, HDR. POSSIBLE ACTION MAY FOLLOW-* **was pulled**

ADJOURNMENT

A motion was made by Judge Cobb, seconded by Commissioner Jones to adjourn court at 1:10 p.m.

I, LIZ Q. GONZALEZ, COUNTY CLERK and EXOFFICIO CLERK OF THE COMMISSIONERS' COURT, do hereby certify that the foregoing contains a true and accurate record of the proceedings had by the Hays County Commissioners' Court on April 4, 2017.

COMMISSIONERS COURT HAYS COUNTY, TEXAS

LIZ Q GONZALEZ, COUNTY CLERK AND EXOFFICIO CLERK OF THE COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Approve the October 2016 - December 2016 Treasurer's Reports and Investment Reports.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	April 11, 2017	N/A

LINE ITEM NUMBER

N/A

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
Michele Tuttle, Hays County Treasurer	COBB	N/A

SUMMARY

Approve the October 2016 - December 2016 Treasurer's Reports and Investment Reports

HAYS COUNTY TREASURER'S REPORT

FOR THE MONTH OF OCTOBER 2016

CHECKING

OPERATING FUNDS:	BEGINNING BALANCE	Interest	Revenues	Deposits From Investments	Disbursements	Transfer to Investments	ENDING BALANCE	Total Investments	TOTAL FUND
General	$ 63,868.79	$ 103.41	$ 2,937,006.44	$ 12,347,140.61	$ 6,285,301.48	$ 9,000,000.00	$ 62,817.77	$43,184,021.37	$ 43,246,839.14
Road and Bridge General	$ 27,471.24	13.00	316,280.57	$ 450,909.57	$ 674,350.60	$ -	$ 120,323.78	$5,947,550.65	$ 6,067,874.43
Medical and Dental Fund	$ 1.00	2.00	691,031.03	$ -	$ 691,031.03	$ -	$ 3.00	$10,964,051.47	$ 10,964,054.47
Sheriff's Drug Forfeiture	$ 1.00	$ -	$ 11.75	$ 695.88	$ 695.88	$ -	$ 12.75	$183,125.77	$ 183,138.52
District Attorney Drug Forfeiture	$ 1.00	$ -	$ -	$ 541.20	$ 541.20	$ -	$ 1.00	$47,248.31	$ 47,249.31
Hot Check Fee Fund	$ 41,247.68	$ -	619.23	$ -	$ 776.07	$ -	$ 41,090.84	$ -	$ 41,090.84
Family Health Services	$ 54.05	9.52	102,519.96	$ -	$ 96,103.45	$ -	$ 6,480.08	$463.93	$ 6,944.01
Juvenile Detention Center	$ 10,704.10	19.75	221,192.91	$ -	130,718.72	$ -	$ 101,198.04	$1.29	$ 101,199.33
Tobacco Settlement Fund	$ 1.00	$ -	$ -	$ -	$ -	$ -	$ 1.00	$467,653.39	$ 467,654.39
HCL Provider Participation Fund	$ 1.00	$ -	$ -	$ -	$ -	$ -	$ 1.00	$2,636,170.75	$ 2,636,171.75
School Safety Zone	$ 33,875.25	$ -	$ -	$ -	$ -	$ -	$ 33,875.25	$ -	$ 33,875.25
Historical Commission Trust Fund	$ 1.00	$ -	$ 209.04	$ 18,579.47	$ 18,684.47	$ -	$ 105.04	$206,640.37	$ 206,745.41
CONSTRUCTION FUNDS:									
Certificates of Obligation 1997	$ 0.01	$ -	$ -	$ -	$ -	$ -	$ 0.01	$ -	$ 0.01
Road Construction Bond 2006	$ 1.00	$ -	$ -	$ -	$ -	$ -	$ 1.00	$694,059.13	$ 694,060.13
Certificates of Obligation 2009	$ 1.00	$ -	$ -	$ 20,771.42	$ -	$ -	$ 20,772.42	$438,275.01	$ 459,047.43
Pass Thru Revenue Bond 2009	$ 0.14	$ -	$ -	$ -	$ 0.14	$ -	$ 0.00	$ -	$ 0.00
Parks Bond 2011	$ 1.00	$ -	$ -	$ 7,050.00	$ 7,050.00	$ -	$ 1.00	$1,004,603.86	$ 1,004,604.86
Priority Road Bond Series 2011	$ 10,473.44	$ -	$ -	$ -	$ 8,243.84	$ -	$ 2,229.60	$5,793,107.93	$ 5,795,337.53
Pass Thru Road Bond Series 2013	$ 1.00	$ 15.96	$ 74,546.89	$ 231,092.60	$ 159,058.32	$ -	$ 146,598.13	$8,054,548.40	$ 8,201,146.53
Limited Tax Notes Series 2013	$ 1.00	$ -	$ -	$ -	$ -	$ -	$ 1.00	$543.31	$ 544.31
Pass Thru Road Bond Series 2015	$ 1.00	$ -	$ -	$ -	$ -	$ -	$ 1.00	$30,106,594.64	$ 30,106,595.64
Pass Thru Road Bond Series 2016	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$38,012,764.62	$ 38,012,764.62
TCDP Disaster Relief Blanco	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
LCRA Service Fee Fund	$ 1.00	$ -	$ -	$ 98,925.98	$ 98,925.98	$ -	$ 1.00	$225,574.44	$ 225,575.44
SECO Energy Eff & Conservation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Cedar Oaks Mesa	$ 123,074.79	$ -	$ -	$ -	$ -	$ -	$ 123,074.79	$ -	$ 123,074.79
INTEREST AND SINKING FUNDS:									
Hays County I & S	$ 62.82	$ 7.47	$ 54,108.48	$ -	$ 1,250.00	$ -	$ 52,928.77	$7,961,159.00	$ 8,014,087.77
GRAND TOTALS:	$ 310,845.31	$ 171.11	$ 4,397,526.30	$ 13,175,706.73	$ 8,172,731.18	$ 9,000,000.00	$ 711,518.27	$ 155,928,157.64	$ 156,639,675.91

Transfers Outstanding:

General Fund to Cedar Oaks Mesa	$ 106,974.07
General Fund to Juvenile Center	$ 413,889.58

Hays County Treasurer's Investment Report

For October 2016

SAGE CAPITAL BANK CHECKING

Description	9/30/16 Balance	Interest	Deposits	Debits	10/31/16 Balance
All Funds (see Page 1)	$ 310,845.31	171.11	17,573,233.03	17,172,731.18	711,518.27

TEXPOOL 0.3700% 1.000330

Description	9/30/16 Balance	Interest	Deposits	Debits	10/31/16 Balance
General	$ 20,795,428.78	7,145.45	10,535,534.82	3,275,000.00	28,063,109.05
Road and Bridge General	$ 5,693,098.83	1,843.00	227,253.66	450,909.57	5,471,285.92
Medical and Dental Fund	$ 6,726,179.23	2,186.52	-	-	6,728,365.75
Sheriff's Drug Forfeiture	$ 183,761.94	59.71	-	695.88	183,125.77
D.A. Drug Forfeiture	$ 47,711.36	15.46	-	541.20	47,185.62
Health Services Grants	$ 1.23	-	-	-	1.23
Juvenile Center	$ 1.29	-	-	-	1.29
Tobacco Settlement Fund	$ 467,501.43	151.96	-	-	467,653.39
Historical Commission Trust	$ 225,138.96	72.02	-	18,579.47	206,631.51
Road Construction 2006	$ 693,833.58	225.55	-	-	694,059.13
Certificates of Obligation '09	$ 388,215.60	126.18	-	-	388,341.78
Parks Bond 2011	$ 1,011,317.08	328.28	-	7,050.00	1,004,595.36
Priority Road Bond Series 2011	$ 744,245.18	241.96	-	-	744,487.14
Pass Thru Road Bond Series 2013	$ 231,032.03	60.57	-	231,092.60	-
Limited Tax Notes Series 2013	$ 543.00	0.31	-	-	543.31
Pass Thru Road Bond Series 2015	$ 30,096,810.58	9,784.06	-	-	30,106,594.64
Pass Thru Road Bond Series 2016	$ 38,000,411.24	12,353.38	-	-	38,012,764.62
HCL Provider Participation Fund	$ 2,635,314.05	856.70	-	-	2,636,170.75
LCRA Service Fee Fund	$ 324,401.20	99.22	-	98,925.98	225,574.44
Hays County I & S	$ 5,639,991.67	1,892.18	648,974.67	-	6,290,858.52
All Funds	113,904,938.26	37,442.51	11,411,763.15	4,082,794.70	- 121,271,349.22

ICT Funds Management 0.3000%

Description	9/30/16 Balance	Interest	Deposits	Debits	10/31/16 Balance
General	$ 9,070,139.71	2,000.90	-	9,072,140.61	-
Certificates of Obligation '09	$ 20,766.84	4.58	-	20,771.42	-
All Funds	9,090,906.55	2,005.48	-	9,092,912.03	- -

CLASS - MBIA		0.8300%	NAV 1.00				
Description		**9/30/16 Balance**	**Interest**	**Deposits**	**Debits**	**10/31/16 Balance**	
General		$ 2,237,939.54	1,568.92	-	-		2,239,508.46
Certificates of Obligation '09		$ 44,447.67	31.16	-	-		44,478.83
Road Construction Bond 2011		$ 5,045,083.95	3,536.84	-	-		5,048,620.79
Parks Bond 2011		$ 8.50	-	-	-		8.50
All Funds		7,327,479.66	5,136.92	-	-	-	7,332,616.58

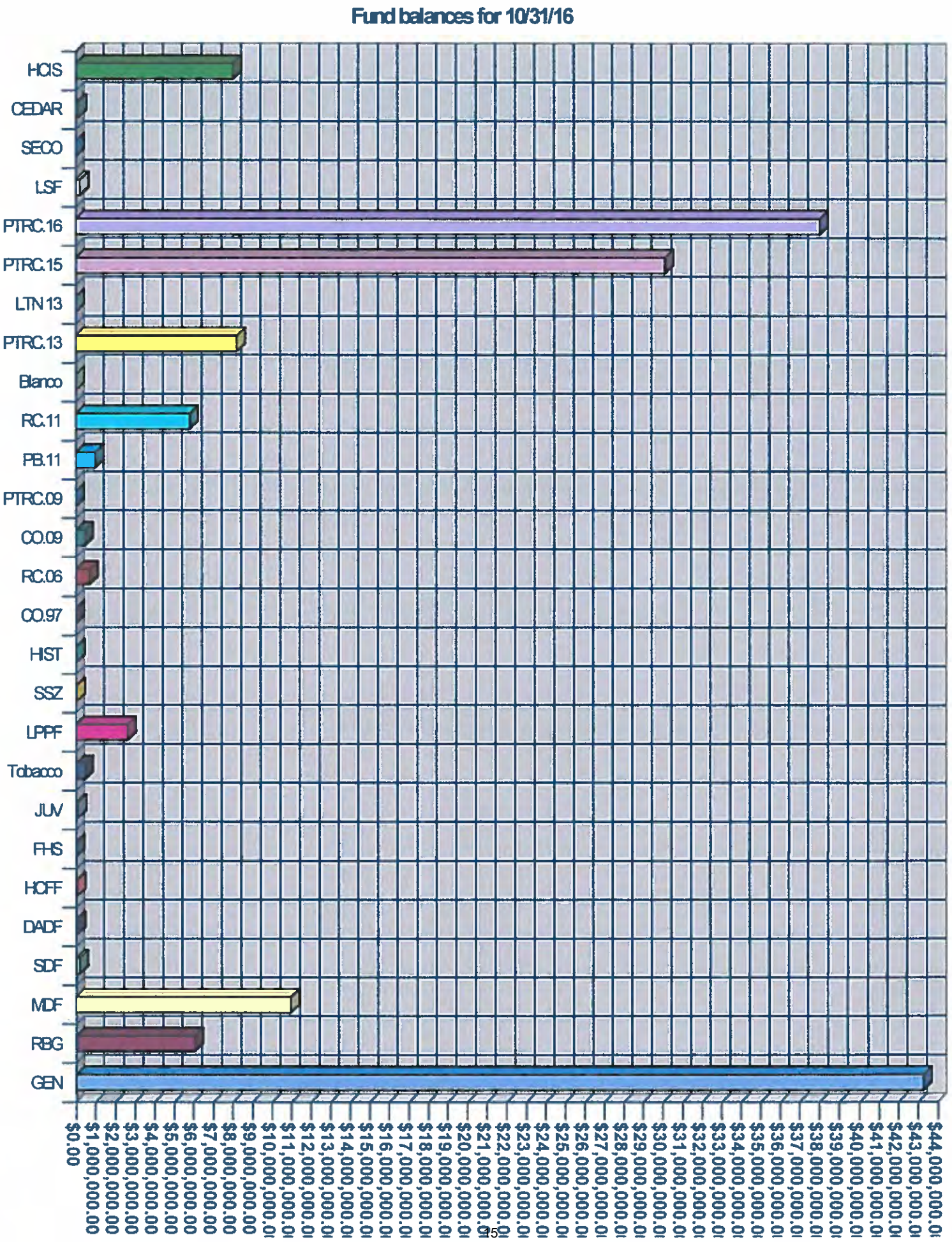
LOGIC		0.8112%	1.000363				
Description		**9/30/16 Balance**	**Interest**	**Deposits**	**Debits**	**10/31/16 Balance**	
General		$ 10,842,655.08	7,470.22	-	-		10,850,125.30
Road and Bridge General		$ 475,936.84	327.89	-	-		476,264.73
Medical and Dental Fund		$ 4,232,769.49	2,916.23	-	-		4,235,685.72
D.A. Drug Forfeiture		$ 62.68	0.01	-	-		62.69
Health Services Grants		$ 36.74	-	-	-		36.74
Family Health Services		$ 425.65	0.31	-	-		425.96
Historical Commission Trust		$ 8.86	-	-	-		8.86
Certificates of Obligation '09		$ 5,450.64	3.76	-	-		5,454.40
Hays County I & S		$ 1,669,150.48	1,150.00	-	-		1,670,300.48
All Funds		17,226,496.46	11,868.42	-	-	-	17,238,364.88

CERTIFICATES OF DEPOSITS

			Balances 9/30/16			*Transactions*		*Balances 10/31/16*		
Description	**Fund**	**Yeild/ Maturity**	**Par Value**	**Book Value**	**Market Value**	**Purchases**	**Maturities**	**Par Value**	**Book Value**	**Market Value**
Broadway Bank	PTRC 13	.03%10/01/16	4,002,804.29	4,002,804.29	4,002,804.29	-	4,002,804.29			
Pioneer Bank	General	.35% 12/30/16	2,031,278.56	2,031,278.56	2,031,278.56	-	-	2,031,278.56	2,031,278.56	2,031,278.56
Pioneer Bank	PTRC 13	.35 03/15/2017	-	-	-	4,050,545.62	-	4,050,545.62	4,050,545.62	4,050,545.62
Broadway Bank	PTRC 13	.03% 4/1/17				4,004,002.78	-	4,004,002.78	4,004,002.78	4,004,002.78
TOTAL			6,034,082.85	6,034,082.85	6,034,082.85	8,054,548.40	4,002,804.29	10,085,826.96	10,085,826.96	10,085,826.96
TOTAL Fund Balances		153,894,749.09					156,639,675.91			

BENCHMARK

CURRENT 90 DAY TREASURY BILL YIELDING .297%


Fund balances for 10/31/16
HCIS
CEDAR
SECO
LSF
PTRC.16
PTRC.15
LTN 13
PTRC.13
Blanco
RC.11
PB.11
PTRC.09
CO.09
RC.06
CO.97
HIST
SSZ
LPPF
Tobacco
JUV
FHS
HCFF
DADF
SDF
MDF
RBG
GEN
$0.00
$1,000,000.00
$2,000,000.00
$3,000,000.00
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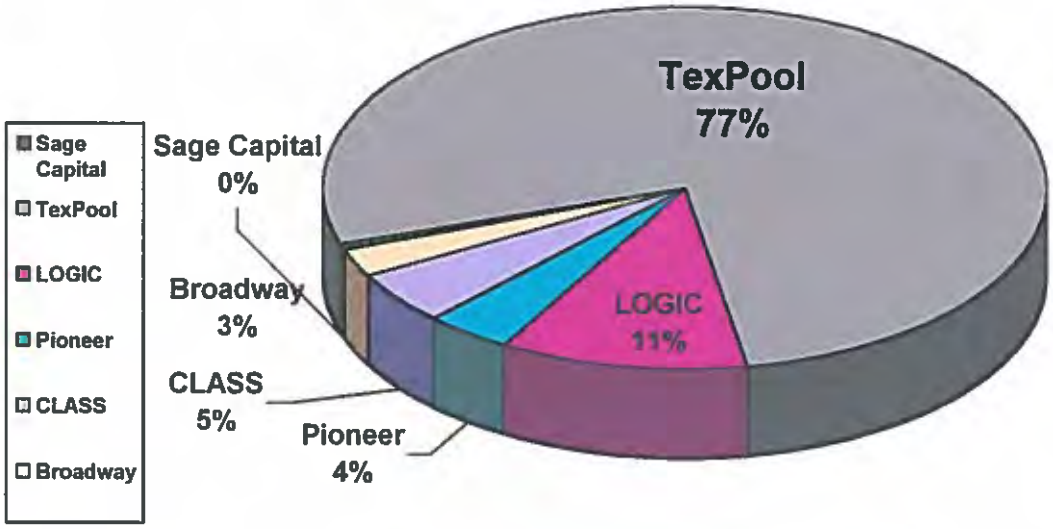
$41,000,000.00
$42,000,000.00
$43,000,000.00
$44,000,000.00

INVESTMENT ALLOCATION TOTALS
OCTOBER 2016



All maturity dates are less than 180 days. The Treasurer's Office invests with prudence to keep security and liquidity as the primary goals. The strategy used for each fund is based on the terms described in the Hays County Investment Policy. The Treasurer's Office strictly adheres to all laws and statutes concerning the investment of public funds.

Marisol Villarreal-Alonzo, Hays County Auditor

Michele Tuttle, Hays County Treasurer

Britney Richey, Assistant Hays County Treasurer

HAYS COUNTY TREASURER'S REPORT

FOR THE MONTH OF NOVEMBER 2016

CHECKING

OPERATING FUNDS:	BEGINNING BALANCE	Interest	Revenues	Deposits From Investments	Disbursements	Transfer to Investments	ENDING BALANCE	Total Investments	TOTAL FUND
General	$ 62,817.77	$ 115.92	$ 2,610,404.03	$ 4,112,000.00	$ 6,708,194.64	$ -	$ 77,143.08	$41,501,207.96	$ 41,578,351.04
Road and Bridge General	$ 120,323.78	44.80	164,637.13	$ 750,603.52	$ 1,035,563.43	$ -	$ 45.80	$5,556,289.21	$ 5,556,335.01
Medical and Dental Fund	$ 3.00	6.21	1,207,712.91	$ -	$ 1,207,714.91	$ -	$ 7.21	$10,969,167.85	$ 10,969,175.06
Sheriff's Drug Forfeiture	$ 12.75	$ -	$ -	$ 3,599.30	$ 3,611.05	$ -	$ 1.00	$179,586.38	$ 179,587.38
District Attorney Drug Forfeiture	$ 1.00	$ -	$ 3,847.08	$ 368.71	$ 686.25	$ -	$ 3,530.54	$46,895.01	$ 50,425.55
Hot Check Fee Fund	$ 41,090.84	$ -	814.50	$ -	$ 793.72	$ -	$ 41,111.62	$ -	$ 41,111.62
Family Health Services	$ 6,480.08	0.89	108,090.00	$ -	$ 114,258.54	$ -	$ 312.43	$464.23	$ 776.66
Juvenile Detention Center	$ 101,198.04	31.45	213,828.00	$ -	220,044.37	$ -	$ 95,013.12	$1.29	$ 95,014.41
Tobacco Settlement Fund	$ 1.00	$ -	$ -	$ -	$ -	$ -	$ 1.00	$467,806.61	$ 467,807.61
HCL Provider Participation Fund	$ 1.00	$ -	$ -	$ -	$ -	$ -	$ 1.00	$2,637,034.56	$ 2,637,035.56
School Safety Zone	$ 33,875.25	$ -	$ -	$ -	$ -	$ -	$ 33,875.25	$ -	$ 33,875.25
Historical Commission Trust Fund	$ 105.04	$ -	$ 140.13	$ 705.83	$ 950.00	$ -	$ 1.00	$206,002.27	$ 206,003.27
CONSTRUCTION FUNDS:									
Certificates of Obligation 1997	$ 0.01	$ -	$ -	$ -	$ -	$ -	$ 0.01	$ -	$ 0.01
Road Construction Bond 2006	$ 1.00	$ -	$ -	$ -	$ -	$ -	$ 1.00	$694,286.60	$ 694,287.60
Certificates of Obligation 2009	$ 20,772.42	$ -	$ -	$ -	$ -	$ -	$ 20,772.42	$438,436.47	$ 459,208.89
Parks Bond 2011	$ 1.00	$ -	$ -	$ -	$ -	$ -	$ 1.00	$1,003,432.89	$ 1,003,433.89
Priority Road Bond Series 2011	$ 2,229.60	$ -	$ -	$ 85,751.47	$ 87,981.07	$ -	$ -	$5,711,057.77	$ 5,711,057.77
Pass Thru Road Bond Series 2013	$ 146,598.13	$ 29.46	$ 120,602.80	$ 4,838,584.95	$ 5,092,217.70	$ -	$ 13,597.64	$3,217,014.75	$ 3,230,612.39
Limited Tax Notes Series 2013	$ 1.00	$ -	$ -	$ -	$ -	$ -	$ 1.00	$543.61	$ 544.61
Pass Thru Road Bond Series 2015	$ 1.00	$ -	$ -	$ -	$ -	$ -	$ 1.00	$30,113,990.64	$ 30,113,991.64
Pass Thru Road Bond Series 2016	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$38,025,220.40	$ 38,025,220.40
TCDP Disaster Relief Blanco	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
LCRA Service Fee Fund	$ 1.00	$ -	$ -	$ 3,579.96	$ 3,579.96	$ -	$ 1.00	$222,067.99	$ 222,068.99
SECO Energy Eff & Conservation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Cedar Oaks Mesa	$ 123,074.79	$ -	$ -	$ -	$ -	$ -	$ 123,074.79	$ -	$ 123,074.79
INTEREST AND SINKING FUNDS:									
Hays County I & S	$ 52,928.77	$ 19.51	$ -	$ -	$ 541.67	$ -	$ 52,406.61	$8,983,256.27	$ 9,035,662.88
GRAND TOTALS:	$ 711,518.27	$ 248.24	$ 4,430,076.58	$ 9,795,193.74	$ 14,476,137.31	$ -	$ 460,899.52	$ 149,973,762.76	$ 150,434,662.28

Transfers Outstanding:

General Fund to Cedar Oaks Mesa	$ 106,974.07
General Fund to Juvenile Center	$ 413,889.58

Hays County Treasurer's Investment Report

For November 2016

SAGE CAPITAL BANK CHECKING

Description	10/31/16 Balance	Interest	Deposits	Debits	11/30/16 Balance
All Funds (see Page 1)	$ 711,518.27	248.24	14,225,270.32	14,476,137.31	460,899.52

TEXPOOL 0.4000% 1.000130

Description	10/31/16 Balance	Interest	Deposits	Debits	11/30/16 Balance
General	$ 28,063,109.05	9,496.54	2,410,696.54	4,112,000.00	26,371,302.13
Road and Bridge General	$ 5,471,285.92	1,778.59	357,236.11	750,603.52	5,079,697.10
Medical and Dental Fund	$ 6,728,365.75	2,204.71	-	-	6,730,570.46
Sheriff's Drug Forfeiture	$ 183,125.77	59.91	-	3,599.30	179,586.38
D.A. Drug Forfeiture	$ 47,185.62	15.40	-	368.71	46,832.31
Health Services Grants	$ 1.23	-	-	-	1.23
Juvenile Center	$ 1.29	-	-	-	1.29
Tobacco Settlement Fund	$ 467,653.39	153.22	-	-	467,806.61
Historical Commission Trust	$ 206,631.51	67.73	-	705.83	205,993.41
Road Construction 2006	$ 694,059.13	227.47	-	-	694,286.60
Certificates of Obligation '09	$ 388,341.78	127.23	-	-	388,469.01
Parks Bond 2011	$ 1,004,595.36	329.03	-	1,500.00	1,003,424.39
Priority Road Bond Series 2011	$ 744,487.14	241.10	-	85,751.47	658,976.77
Pass Thru Road Bond Series 2013	$ -	1,051.30	8,050,545.62	4,838,584.95	3,213,011.97
Limited Tax Notes Series 2013	$ 543.31	0.30	-	-	543.61
Pass Thru Road Bond Series 2015	$ 30,106,594.64	7,396.00	-	8,050,545.62	22,063,445.02
Pass Thru Road Bond Series 2016	$ 38,012,764.62	12,455.78	-	-	38,025,220.40
HCL Provider Participation Fund	$ 2,636,170.75	863.81	-	-	2,637,034.56
LCRA Service Fee Fund	$ 225,574.44	73.51	-	3,579.96	222,067.99
Hays County I & S	$ 6,290,858.52	2,246.60	1,018,702.49	-	7,311,807.61
All Funds	121,271,349.22	38,788.23	11,837,180.76	17,847,239.36	- 115,300,078.85

CLASS - MBIA	0.9000%	NAV 1.00				
Description	**10/31/16 Balance**	**Interest**	**Deposits**	**Debits**	**11/30/16 Balance**	
General	$ 2,239,508.46	1,534.91	-	-		2,241,043.37
Certificates of Obligation '09	$ 44,478.83	30.48	-	-		44,509.31
Road Construction Bond 2011	$ 5,048,620.79	3,460.21	-	-		5,052,081.00
Parks Bond 2011	$ 8.50	-	-	-		8.50
All Funds	7,332,616.58	5,025.60	-	-	-	7,337,642.18

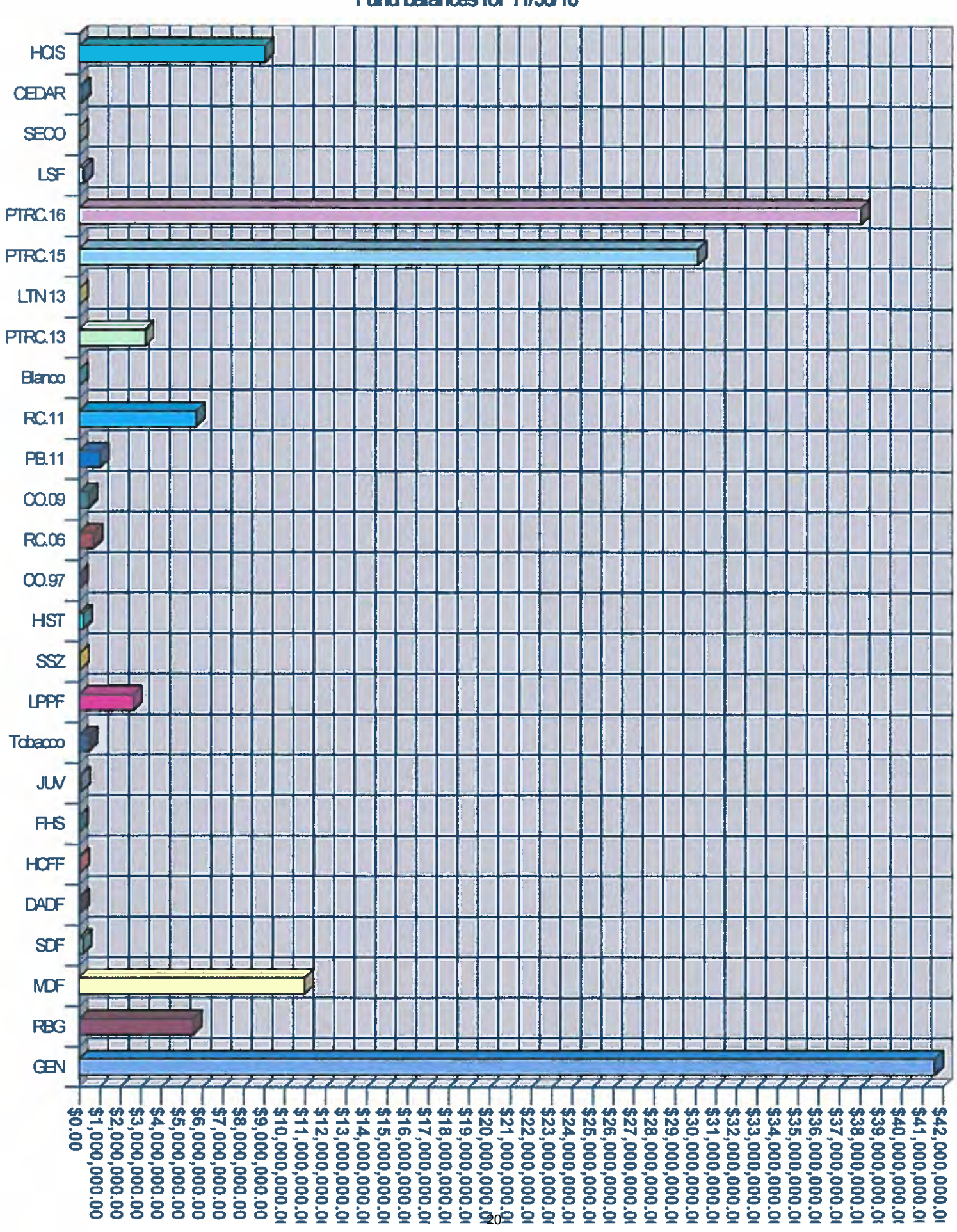
LOGIC	0.8364%	1.000373				
Description	**10/31/16 Balance**	**Interest**	**Deposits**	**Debits**	**11/30/16 Balance**	
General	$ 10,850,125.30	7,458.60	-	-		10,857,583.90
Road and Bridge General	$ 476,264.73	327.38	-	-		476,592.11
Medical and Dental Fund	$ 4,235,685.72	2,911.67	-	-		4,238,597.39
D.A. Drug Forfeiture	$ 62.69	0.01	-	-		62.70
Health Services Grants	$ 36.74	-	-	-		36.74
Family Health Services	$ 425.96	0.30	-	-		426.26
Historical Commission Trust	$ 8.86	-	-	-		8.86
Certificates of Obligation '09	$ 5,454.40	3.75	-	-		5,458.15
Hays County I & S	$ 1,670,300.48	1,148.18	-	-		1,671,448.66
All Funds	17,238,364.88	11,849.89	-	-	-	17,250,214.77

CERTIFICATES OF DEPOSITS

			Balances 10/31/16			*Transactions*		*Balances 11/30/16*		
Description	**Fund**	**Yeild/ Maturity**	**Par Value**	**Book Value**	**Market Value**	**Purchases**	**Maturities**	**Par Value**	**Book Value**	**Market Value**
Pioneer Bank	General	.35% 12/30/16	2,031,278.56	2,031,278.56	2,031,278.56	-	-	2,031,278.56	2,031,278.56	2,031,278.56
Pioneer Bank	PTRC 15	.35 03/15/2017	4,050,545.62	4,050,545.62	4,050,545.62	-	-	4,050,545.62	4,050,545.62	4,050,545.62
Broadway Bank	PTRC 15	.03% 4/1/17	4,004,002.78	4,004,002.78	4,004,002.78	-	-	4,004,002.78	4,004,002.78	4,004,002.78
TOTAL			10,085,826.96	10,085,826.96	10,085,826.96	-	-	10,085,826.96	10,085,826.96	10,085,826.96
TOTAL Fund Balances		156,639,675.91					150,434,662.28			

BENCHMARK

CURRENT 90 DAY TREASURY BILL YIELDING .454%


Fund balances for 11/30/16
HCIS
CEDAR
SECO
LSF
PTRC.16
PTRC.15
LTN 13
PTRC.13
Blanco
RC.11
PB.11
CO.09
RC.06
CO.97
HIST
SSZ
LPPF
Tobacco
JUV
FHS
HCFF
DADF
SDF
MDF
RBG
GEN
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$1,000,000.00
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$3,000,000.00
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$5,000,000.00
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$32,000,000.00
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$36,000,000.00
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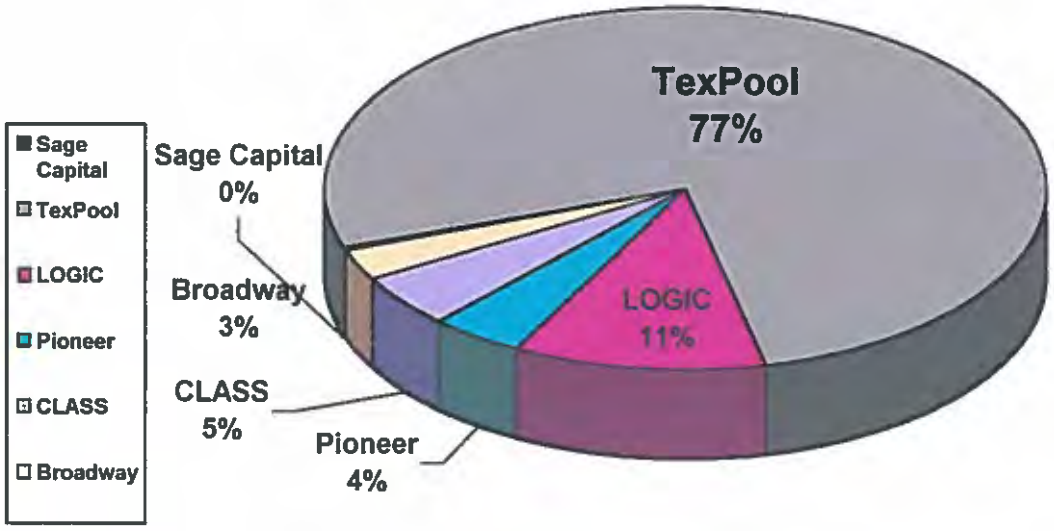
$38,000,000.00
$39,000,000.00
$40,000,000.00
$41,000,000.00
$42,000,000.00

INVESTMENT ALLOCATION TOTALS
NOVEMBER 2016



All maturity dates are less than 180 days. The Treasurer's Office invests with prudence to keep security and liquidity as the primary goals. The strategy used for each fund is based on the terms described in the Hays County Investment Policy. The Treasurer's Office strictly adheres to all laws and statutes concerning the investment of public funds.

Marisol Villarreal-Alonzo, Hays County Auditor

Michele Tuttle, Hays County Treasurer

Britney Richey, Assistant Hays County Treasurer

HAYS COUNTY TREASURER'S REPORT

FOR THE MONTH OF DECEMBER 2016

CHECKING

OPERATING FUNDS:	BEGINNING BALANCE	Interest	Revenues	Deposits From Investments	Disbursements	Transfer to Investments	ENDING BALANCE	Total Investments	TOTAL FUND
General	$ 77,143.08	$ 527.84	$ 2,922,108.30	$ 3,000,000.00	$ 5,982,779.80	$ -	$ 16,999.42	$ 60,719,681.19	$ 60,736,680.61
Road and Bridge General	$ 45.80	28.82	187,228.49	$ 430,395.14	$ 534,538.93	$ -	$ 83,159.32	$ 8,437,921.20	$ 8,521,080.52
Medical and Dental Fund	$ 7.21	162.36	1,661,950.40	$ -	$ 949,902.99	$ 712,053.62	$ 163.36	$ 11,687,017.04	$ 11,687,180.40
Sheriff's Drug Forfeiture	$ 1.00	$ -	$ 3,577.06	$ 1,693.81	$ 5,271.87	$ -	$ -	$ 177,962.02	$ 177,962.02
District Attorney Drug Forfeiture	$ 3,530.54	$ -	$ 57.22	$ -	$ -	$ -	$ 3,587.76	$ 46,913.19	$ 50,500.95
Hot Check Fee Fund	$ 41,111.62	$ -	444.16	$ -	$ 821.38	$ -	$ 40,734.40	$ -	$ 40,734.40
Family Health Services	$ 312.43	16.55	93,982.10	$ -	$ 71,834.69	$ -	$ 22,476.39	$ 464.54	$ 22,940.93
Juvenile Detention Center	$ 95,013.12	55.78	360,662.73	$ -	342,156.06	$ -	$ 113,575.57	$ 1.29	$ 113,576.86
Tobacco Settlement Fund	$ 1.00	$ -	$ -	$ -	$ -	$ -	$ 1.00	$ 467,988.21	$ 467,989.21
HCL Provider Participation Fund	$ 1.00	$ -	$ -	$ -	$ -	$ -	$ 1.00	$ 2,638,058.16	$ 2,638,059.16
School Safety Zone	$ 33,875.25	$ -	$ -	$ -	$ -	$ -	$ 33,875.25	$ -	$ 33,875.25
Historical Commission Trust Fund	$ 1.00	$ -	$ 56,050.00	$ -	$ 6,134.48	$ -	$ 49,916.52	$ 206,082.23	$ 255,998.75
CONSTRUCTION FUNDS:									
Certificates of Obligation 1997	$ 0.01	$ -	$ -	$ -	$ -	$ -	$ 0.01	$ -	$ 0.01
Road Construction Bond 2006	$ 1.00	$ -	$ -	$ -	$ -	$ -	$ 1.00	$ 694,556.14	$ 694,557.14
Certificates of Obligation 2009	$ 20,772.42	$ -	$ -	$ -	$ -	$ -	$ 20,772.42	$ 438,624.73	$ 459,397.15
Parks Bond 2011	$ 1.00	$ -	$ -	$ -	$ -	$ -	$ 1.00	$ 1,003,822.34	$ 1,003,823.34
Priority Road Bond Series 2011	$ -	$ -	$ -	$ 22,352.95	$ 22,351.95	$ -	$ 1.00	$ 5,692,747.41	$ 5,692,748.41
Pass Thru Road Bond Series 2013	$ 13,597.64	$ 15.08	$ -	$ 1,179,888.68	$ 1,193,485.32	$ -	$ 16.08	$ 2,038,216.27	$ 2,038,232.35
Limited Tax Notes Series 2013	$ 1.00	$ -	$ -	$ -	$ -	$ -	$ 1.00	$ 543.92	$ 544.92
Pass Thru Road Bond Series 2015	$ 1.00	$ -	$ -	$ -	$ -	$ -	$ 1.00	$ 30,122,554.75	$ 30,122,555.75
Pass Thru Road Bond Series 2016	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 38,039,980.24	$ 38,039,980.24
TCDP Disaster Relief Blanco	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
LCRA Service Fee Fund	$ 1.00	$ -	$ -	$ 1,483.20	$ 1,483.20	$ -	$ 1.00	$ 220,670.80	$ 220,671.80
SECO Energy Eff & Conservation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Cedar Oaks Mesa	$ 123,074.79	$ -	$ -	$ -	$ -	$ -	$ 123,074.79	$ -	$ 123,074.79
INTEREST AND SINKING FUNDS:									
Hays County I & S	$ 52,406.61	$ 32.00	$ 54,108.26	$ -	$ -	$ 106,517.87	$ 29.00	$18,570,667.09	$ 18,570,696.09
GRAND TOTALS:	$ 460,899.52	$ 838.43	$ 5,340,168.72	$ 4,635,813.78	$ 9,110,760.67	$ 818,571.49	$ 508,388.29	$ 181,204,472.76	$ 181,712,861.05

Transfers Outstanding:

General Fund to Cedar Oaks Mesa	$ 106,974.07
General Fund to Juvenile Center	$ 413,889.58

Hays County Treasurer's Investment Report

For Decmber 2016

SAGE CAPITAL BANK CHECKING

Description	11/30/16 Balance	Interest	Deposits	Debits	12/31/16 Balance
All Funds (see Page 1)	$ 460,899.52	838.43	9,975,982.50	9,929,332.16	508,388.29

TEXPOOL 0.4000% 1.000130

Description	11/30/16 Balance	Interest	Deposits	Debits	12/31/16 Balance
General	$ 26,371,302.13	11,533.03	22,193,647.27	3,000,000.00	45,576,482.43
Road and Bridge General	$ 5,079,697.10	2,208.20	3,309,463.13	430,395.14	7,960,973.29
Medical and Dental Fund	$ 6,730,570.46	2,631.23	712,053.62	-	7,445,255.31
Sheriff's Drug Forfeiture	$ 179,586.38	69.45	-	1,693.81	177,962.02
D.A. Drug Forfeiture	$ 46,832.31	18.17	-	-	46,850.48
Health Services Grants	$ 1.23	-	-	-	1.23
Juvenile Center	$ 1.29	-	-	-	1.29
Tobacco Settlement Fund	$ 467,806.61	181.60	-	-	467,988.21
Historical Commission Trust	$ 205,993.41	79.96	-	-	206,073.37
Road Construction 2006	$ 694,286.60	269.54	-	-	694,556.14
Certificates of Obligation '09	$ 388,469.01	150.77	-	-	388,619.78
Parks Bond 2011	$ 1,003,424.39	389.45	-	-	1,003,813.84
Priority Road Bond Series 2011	$ 658,976.77	252.80	-	22,352.95	636,876.62
Pass Thru Road Bond Series 2013	$ 3,213,011.97	1,090.20	-	1,179,888.68	2,034,213.49
Limited Tax Notes Series 2013	$ 543.61	0.31	-	-	543.92
Pass Thru Road Bond Series 2015	$ 22,063,445.02	8,564.11	-	-	22,072,009.13
Pass Thru Road Bond Series 2016	$ 38,025,220.40	14,759.84	-	-	38,039,980.24
HCL Provider Participation Fund	$ 2,637,034.56	1,023.60	-	-	2,638,058.16
LCRA Service Fee Fund	$ 222,067.99	86.01	-	1,483.20	220,670.80
Hays County I & S	$ 7,311,807.61	3,680.21	9,582,482.79	-	16,897,970.61
All Funds	115,300,078.85	46,988.48	35,797,646.81	4,635,813.78	- 146,508,900.36

CLASS - MBIA		0.8900%	NAV 1.00				
Description		**11/30/16 Balance**	**Interest**	**Deposits**	**Debits**	**12/31/16 Balance**	
General		$ 2,241,043.37	1,681.13	-	-		2,242,724.50
Certificates of Obligation '09		$ 44,509.31	33.39	-	-		44,542.70
Road Construction Bond 2011		$ 5,052,081.00	3,789.79	-	-		5,055,870.79
Parks Bond 2011		$ 8.50	-	-	-		8.50
All Funds		7,337,642.18	5,504.31	-	-	-	7,343,146.49

LOGIC		0.8790%	1.000291				
Description		**11/30/16 Balance**	**Interest**	**Deposits**	**Debits**	**12/31/16 Balance**	
General		$ 10,857,583.90	8,105.76	-	-		10,865,689.66
Road and Bridge General		$ 476,592.11	355.80	-	-		476,947.91
Medical and Dental Fund		$ 4,238,597.39	3,164.34	-	-		4,241,761.73
D.A. Drug Forfeiture		$ 62.70	0.01	-	-		62.71
Health Services Grants		$ 36.74	-	-	-		36.74
Family Health Services		$ 426.26	0.31	-	-		426.57
Historical Commission Trust		$ 8.86	-	-	-		8.86
Certificates of Obligation '09		$ 5,458.15	4.10	-	-		5,462.25
Hays County I & S		$ 1,671,448.66	1,247.82	-	-		1,672,696.48
All Funds		17,250,214.77	12,878.14	-	-	-	17,263,092.91

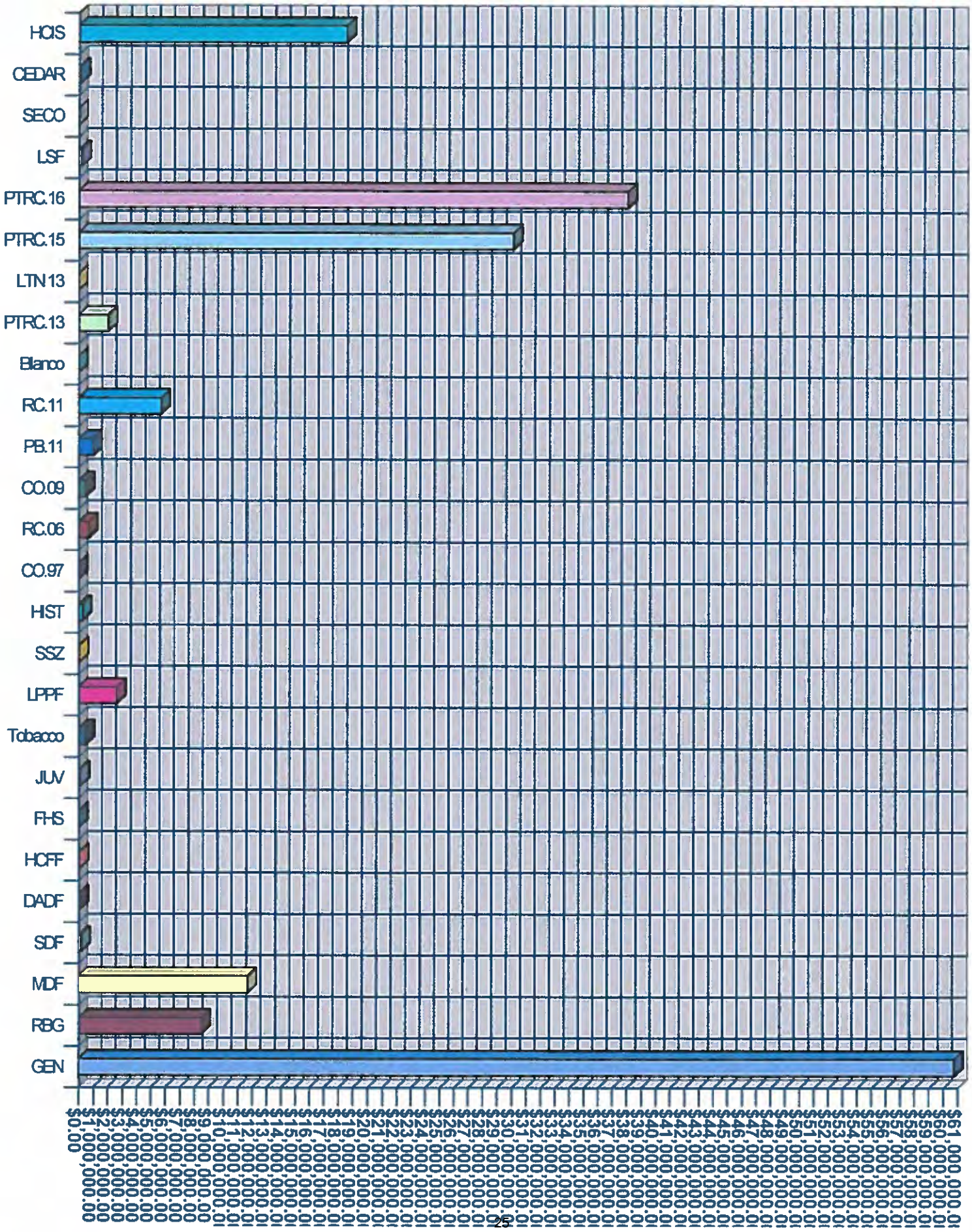
CERTIFICATES OF DEPOSITS

			Balances 11/30/16			***Transactions***		***Balances 12/31/16***		
Description	**Fund**	**Yeild/ Maturity**	**Par Value**	**Book Value**	**Market Value**	**Purchases**	**Maturities**	**Par Value**	**Book Value**	**Market Value**
Pioneer Bank	General	.35% 12/30/16	2,031,278.56	2,031,278.56	2,031,278.56	-	2,031,278.56			
Pioneer Bank	PTRC 15	.35 03/15/2017	4,050,545.62	4,050,545.62	4,050,545.62	-	-	4,050,545.62	4,050,545.62	4,050,545.62
Broadway Bank	PTRC 15	.03% 4/1/17	4,004,002.78	4,004,002.78	4,004,002.78	-	-	4,004,002.78	4,004,002.78	4,004,002.78
Pioneer Bank	General	.35% 6/28/17				2,034,784.60	-	2,034,784.60	2,034,784.60	2,034,784.60
TOTAL			10,085,826.96	10,085,826.96	10,085,826.96	2,034,784.60	2,031,278.56	10,089,333.00	10,089,333.00	10,089,333.00
TOTAL Fund Balances		150,434,662.28					181,712,861.05			

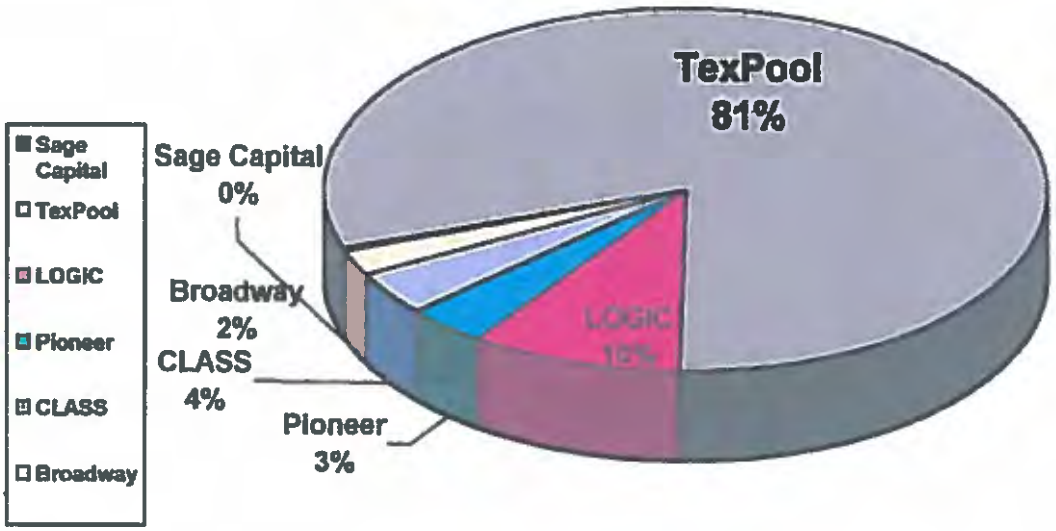
BENCHMARK

CURRENT 90 DAY TREASURY BILL YIELDING .495.%

Fund balances for 12/31/16



INVESTMENT ALLOCATION TOTALS
DECEMBER 2016



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Marisol Villarreal-Alonzo, Hays County Auditor

Michele Tuttle, Hays County Treasurer

Britney Richey, Assistant Hays County Treasurer

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Approve Utility Permits.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	April 11, 2017	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry Borcherding	COBB	N/A

SUMMARY

Permit	Road Name	Utility
1018	Turkey Hollow-Burnett Ranch Estates	PEC (electric line & pole)

HAYS COUNTY TRANSPORTATION DEPARTMENT

UTILITY PERMIT APPROVAL LETTER

Approval of Utility Permit: 1018

Application Date: March 27, 2017

Commissioner Court Approval Date: April 11, 2017

Company Name: Pedernales Electric Cooperative, Inc.
Company Address: P.O. Box 100, Kyle, TX 78640
Company Phone: (800) 868-4791, ext. 7522
Company Contact: Ricky Hess

Type of Utility: electric line

Road Name: Turkey Hollow
Subdivision: Burnett Ranch Estates
Pct. #: 3

This work involves the installation of a new electric pole on an existing overhead service line that will provide service to Lot 78 on Turkey Hollow. The pole will be situated in the southern ROW of the road of the cul-du-sac (see map).

Please contact the Transportation Department at least 24 hours before work begins, and use the proper traffic control practice thru the work zone.

1018

Road and Bridge Department
2171 Yarrington Road
P O Box 906
San Marcos, TX 78667-0906
(512) 393-7385

Application for Installation

Utility Line on Hays County Right of Way

Date: 3-27-2017

Formal notice is hereby given that PEDERNALES ELECTRIC COOPERATIVE, INC. Company proposes to place a POLE IN EXISTING OVERHEAD POWER line within the right-of way of TURKEY HOLLOW IN BURNETT RANCH SUBDIVISION SECT. 3 LOT 78 as follows: (give location, length, general design, etc.)

If the proposed installation is a parallel installation, then the installation shall be located two feet within the edge of right-of-way unless otherwise approved by the County.

The line will be constructed and maintained on the road right-of-way as directed by the Hays County Road Department (HCRD), an agency of the Commissioners Court of Hays County, in accordance with governing laws, including but not limited to the "Federal Clean Water Act," the "Federal Endangered Species Act," and the "Federal Historic Preservation Act." Upon request by the HCRD, proof of compliance with all governing laws, rules, and regulations will be submitted to HCRD before commencement of construction.

Our firm will use Best Management Practices to minimize erosion and sedimentation resulting from the proposed installation, and we will revegetate the project area as indicated under "General Special Provisions."

Our firm will insure that traffic control measures complying with applicable portions of the *Texas Manual of Uniform Traffic Control Devices* will be installed and maintained during this installation.

The location and description of the proposed line and appurtenances is more fully shown by 1 complete sets of drawings attached to this notice.

It is expressly understood that Hays County does not purport, hereby, to grant any right, claim, title, or easement in or upon this road: and it is further understood that Hays County may require the owner to relocate this line, subject to provisions of governing laws, by giving thirty (30) days' written notice.

It is understood and agreed that any damages sustained to the appurtenances installed under this proposal as a result of road construction and/or maintenance, including but not limited to mowing, ditch cleaning, culvert repair or replacement, roadway excavation and base work shall be the sole burden and expense of the owner.

Applicant agrees to notify HCRD prior to commencement of any routine of periodic maintenance which requires pruning of trees within the road right-of-way, so that the County may provide specifications for the extent and methods to govern in trimming, topping, tree balance, type of cuts, painting cuts and clean up.

The installation shall not damage any part of the road and adequate provisions must be made to cause minimum inconveniences to traffic and adjacent property owners. In the event the Applicant fails to comply with any or all of the requirements as set forth herein, Hays County may take such action as it deems appropriate to compel compliance.

Construction of this line will begin on or after the 12 day of APRIL, 20 17.

General Special Provisions:

By signing below, I certify that I am authorized to represent the Firm listed below, and that the Firm agrees to the conditions/provisions included in this permit.

Firm PEDERNALES ELECTRIC COOPERATIVE, INC.

By (Print) RICKY HESS

Signature Ricky Hess

Title ELECTRICAL DISTRIBUTION DESIGNER SR.

Address P.O. BOX 100
KYLE, TEXAS 78640

Phone 1-800-868-4791 EXT.#7522

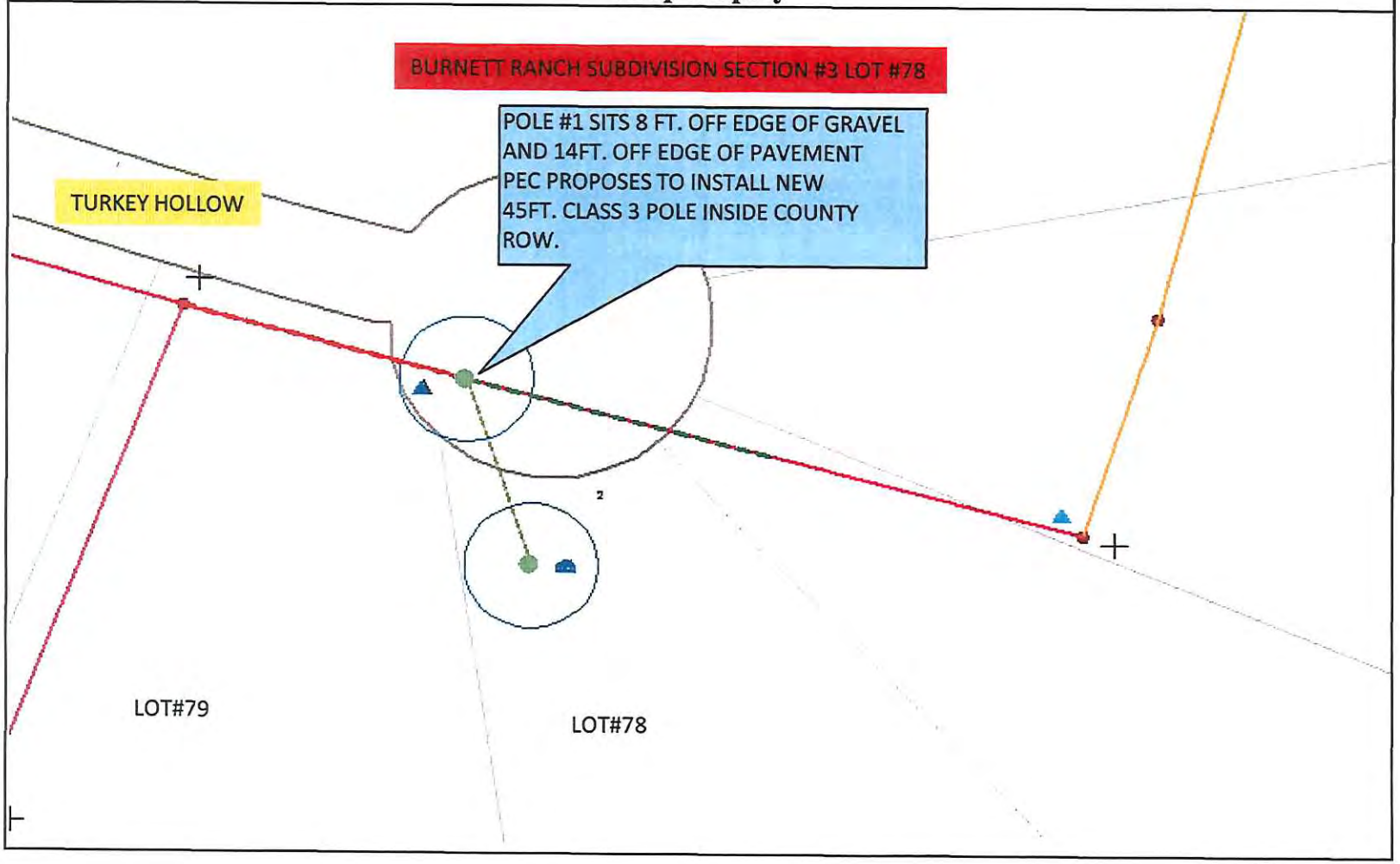
Approved by Hays County Road & Bridge Department

Troy D. Nichols, Operations Superintendent 3/28/17

Signature Title Date

Trimble

Map Display



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Accept two donations totaling $450 and t-shirts valued at $490 donated to the Sheriff's Office Communications Division and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	April 11, 2017	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
SHERIFF GARY CUTLER	COBB	N/A

SUMMARY

The Communications Division received a donation of $200 from Wimberley Emergency Medical Services and $250 from the Wimberley Volunteer Fire Department. The division will also receive 24 custom t-shirts from Seton Hospital, the total value of the custom t-shirts is $490.00. Donations are for the 2017 National Telecommunicator Week that will occur April 9-15, 2017.

Budget Amendment
$940.00
Increase revenue 052-618-00.4610 Contributions $940.00
Increase expense 052-618-00.5391 Special Projects $940.00

RIVERCITY SCREENPRINTING & EMBROIDERY

ScreenPrint Bid

Bid Number	Bid Date	Due Date
62305	3/21/2017	4/7/2017

Client #	Sales Person
HAYS Sheriffs	Kodi

Bill To:

Company **Hays Co. Sheriffs Office**
Address 1307 Uhland Rd
City/St/Zip San Marcos TX 78666
Contact Chad Powers/ Dennis Gutierrez
Phone 5127381206, 512 Fax
Email chad.power@co.hays.tx.us,

Ship To:

Company
Address
City/St/Zip
Contact
Phone Fax
Ship Via

Job Description: 2017 Tshirts- 1c/3c **PO #:**

Qty	Product	Color	S	M	L	XL	2XL	3XL	Vendor	Unit	Extension
24	G500 Tshirt	Black	1	8	6	4	4	1		19.95	478.80
4	xxl upcharge									2.00	8.00
1	xxxl upcharge									3.00	3.00
4inc	**Film**										0.00
1inc	**Art**										0.00
4inc	**Setup**										0.00
	Shipping: To RiverCity from Vendor										

ART FILE # ARTIST

ART DUE DATE

Sub Total:	489.80
Sales Tax:	$40.41
Total:	**$530.21**
Amt Paid:	
Amount Due:	$530.21

Ext. ◉ Taxable: ◉

FRONT ○ Full Size ○ Ab. Pocket ○ Rt Chest ○ Numbers ○ On Pocket ○ Lt Chest

BACK ○ Full Back ○ Rt Sleeve ○ 1 Color #'s ○ Yoke ○ Lt Sleeve ○ 2 Color #'s

FRONT 1. 3. 5. 2. 4. 6.

BACK 1. 3. 5. 2. 4. 6.

1 color front/ 3 color back- flag and seton symbol on back

Standard Production Time: 7-10 Business Days. **Terms: COD Unless Otherwise Stated**

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Authorize the Fire Marshal to accept LEOSE Funds distributed from the State Comptroller and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	April 11, 2017	$742

LINE ITEM NUMBER

001-656-00.5552

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
Kharley Smith	COBB	N/A

SUMMARY

The County Fire Marshal receives funds annually from the State Comptroller's Office per Texas Occupations Code 1701.156 for expenses related to the continuing education of license peace officers.

Budget Amendment
Increase LEOSE Revenue: 001-656-00.4310 ($742)
Increase LEOSE Expense: 001-656-00.5552 $742

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Approve out of state travel for Deputy Inspector Rod Venner to attend the Force Science Certification Training in Rochester, NY.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	April 11, 2017	4000.00

LINE ITEM NUMBER

001-618-00.5551 Continuing Ed

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
CUTLER	COBB	N/A

SUMMARY

Out of state travel is needed to send Deputy Inspector Rod Venner to the Force Science Certification training in Rochester, New York on September 25-29, 2017. This training will allow for Inspector Venner to learn from experts whose work directly impacts the analysis and investigation of force related incidents. Inspector Venner will learn to determine whether an officer is being honest when he recounts the recollection of an incident even when evidence conflicts with his memory. He will also learn how to avoid critical mistakes during post incident interviews. This training is imperative and will assist in his role as Inspector in the Office of Professional Responsibility. Registration, travel expenses and per diem will be paid for out of the Sheriff's Office Continuing Ed general ledger.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Authorize the Sheriff's Office to purchase helmet mounts for night vision optics utilizing Sheriff Drug Forfeiture Funds and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	April 11, 2017	$2,925.00

LINE ITEM NUMBER

053-618-00.5717_400

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
SHERIFF GARY CUTLER	COBB	N/A

SUMMARY

The Sheriff's Office SWAT Team recently acquired ANVIS night vision optics. The optics did not come with mounts, and at this time the Sheriff's Office is seeking approval for the purchase of five helmet mounts. Approval of the purchase will allow SWAT to have full night time capabilities that are currently non-existent.

The vendor, Wilcox Engineering & Research is a sole source provider for this product. No additional funds are needed, Sheriff Drug Forfeiture funds will be used for the purchase.

Budget Amendment
Decrease 053-618-00.5391 Miscellaneous $2,925.00
Increase 053-618-00.5717_400 Law Enforcement Equipment Operating $2,925.00

Wilcox Engineering & Research

P.O. Box 6503
Vacaville, CA 95696-6503

Phone 1 (707) 446-3387
Email Ed@WilcoxEng-Res.com

4 April 2017

Charlie Conditt, Deputy
Hays County Sheriff's Office
1307 Uhland Road
San Marcos, Texas 78666

Dear Deputy Conditt,

The Omega ANVIS Helmet Mount (version 3) is a Wilcox Engineering & Research Sole Source Product that we manufacture and sell directly to Members of Law Enforcement and the U.S. Military. Its design and features are Proprietary and we do not sell our Omega product to any other business entities.

The Omega has evolved from the original GrANVIS II Headmount which has been in production for over 15 years and was manufactured and sold by Wilcox Engineering & Research. The Omega v.3 can be converted from an ANVIS Helmet mount into a Headmount if needed.

The Omega ANVIS Ground Operations Helmet Mount is compatible with all models of ANVIS including the ITT F4949 Models, AN/AVS-6(v)1, AN/AVS-6(v)3, AN/AVS-9, AN/PVS-23s and AN/AVS-10.

The Omega is designed for the ACH, Ops Core and other modern ballistic protection helmets for Ground Operations. The Omega use two AA batteries which are housed in internal battery tubes. The batteries are installed "One-Up-One-Down" meaning it doesn't matter which tube you place the AA having the positive end pointing out (up) as long as one tube has the positive end pointing out while the other points inward (down). This feature makes it easier to change the batteries in the dark and under stressful situations and innovation only available from Wilcox

The Omega v.3 has an optional feature we call "S.M.A.R.T" for: Self-Monitoring, Analysis and Reporting Technology (SMART) which is done by the onboard ruggedized tiny microcontroller (computer) that sends a signal to the ANVIS Operator when there is only 45 minutes of ANVIS runtime left.

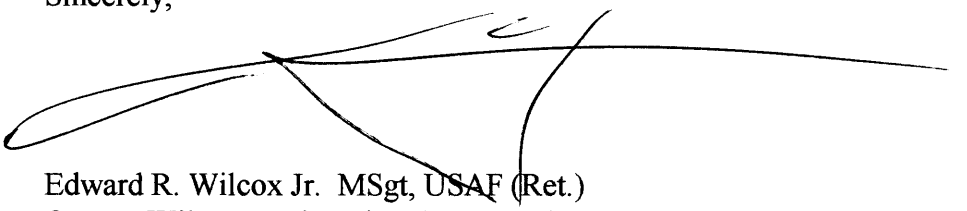
This warning is Haptic and not visual so as not to give the ANVIS Operator's position away when initiated. When the Omega is first powered up / batteries installed the Low Battery Monitoring and Warning System's Microcontroller does a Power-On-Self-Test that sends a one second vibrations into the helmet letting the Operator know that his Omega's Low Battery Monitoring and Warning System is functioning properly.

When the runtime of the ANVIS is within 45 minutes of battery life left, the Haptic signal vibrates the mount and helmet for one second each minute until the batteries can no longer power the ANVIS or when the Operator removes the batteries. This warning was designed to be felt and to a small degree heard by the Operator but not heard by anyone else over two meters away.

The Omega also has an ANVIS locking feature which enables the ANVIS Operator to lock the ANVIS to the Omega so that it will not fall out when the ANVIS bumps against something, such as during vehicle dismounts.

If you have any questions or need more information, please feel free to contact me.

Sincerely,



Edward R. Wilcox Jr. MSgt, USAF (Ret.)
Owner, Wilcox Engineering & Research

Wilcox Engineering & Research
542 Tipperary Drive
Vacaville, CA 95688-9372
Email: Ed@WilcoxEng-Res.com
CAGE Code: 56KB5

Quotation

Buying Agent:
Charlie Conditt, Deputy
Hays County Sheriff's Office
San Marcos, Texas 78666
Office - 512.393.7837
charlie.conditt@co.hays.tx.us

WER Quotation #	Inquiry #	Date
17095-Q1	Email: 17094:1418 hrs	4 April 2017

Item Number	Quantity	Part Number	Unit Price	Extended Price
001	5 each	Omega v.3	$585.00	$2,925.00
002	1 each	USPS Priority Insured S&H	$ 0.00	$ 0 .00
				$2,925.00

Line item 001 Part Number Omega v.3 is the newest Wilcox Engineering & Research Omega version 3 ANVIS Hemet Mount designed for use on all models of U.S. Army and USAF ANVIS-6, and ANVIS-9s, ITT F4949s, and AN/PVS-23. The Omega v.3 is designed for mounting the ANVIS to the ACH, MICH, and Ops Core tactical helmets and the Ops Core Skull Crusher. It has two internal battery compartments for AA batteries which supply power to the ANVIS when it is in the down and locked position. The version 3 has non-polarized battery tubes enabling battery replacement under stressful and/or low light conditions. The Version 3 also has a Manual locking feature which allows the Operator to lock their ANVIS in the helmet mount until they manually unlock the ANVIS. Line item 002 is for shipping and handling from FOB Vacaville to The San Marcos, Texas Office

This quote is valid for 60 days.

Terms: Net 14 or as per Agency Procurement Policy
Payment: Credit Card, Check, other
Delivery: Will ship within 30 days ARO

I thank you for your inquiry and hope to do business with you in the near future.

Edward R. Wilcox Jr.
Owner, Wilcox Engineering & Research

WARRANTY

The Omega v.3 is warranted by Wilcox Engineering & Research to conform to design and manufacturing requirements, to remain free from defects in materials and workmanship, and to conform to performance specifications for a period of two years from the date of shipping to the Buyer.

This warranty does not cover any product which has been subject to misuse, neglect, accident, installation or maintenance in violation of the instructions in the TM 11-5855-313-10 Omega v.3 Supplement. This Supplement and U.S. Army TM 11-5855-313-10 Operator's Manual AN/AVS-6(v)3 will be supplied with each product in a digital portable document format on digital media.

Wilcox Engineering & Research's obligation under this warranty is limited to replacing, repairing, or giving credit for, at its option, at its plant of origin. Any of said products shall be returned within ten (10) days after failure to Wilcox Engineering & Research, transportation charges prepaid. After examination, Wilcox Engineering & Research will disclose satisfaction to be thus defective. Buyer shall contact Seller for a returned material authorization (RMA) number.

Wilcox Engineering & Research does not assume any liability for the product other than what is stated above. The customer assumes all liability to obey all applicable laws, including export restrictions. The customer assumes all liability for their use or misuse of the Omega v.3.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Approval to hold an online auction with Rene Bates Auctioneers to dispose of surplus property pursuant to Texas Local Government Code 263.152 (a) (1) and authorize Purchasing Manager to advertise.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	April 11, 2017	N/A

LINE ITEM NUMBER

N/A

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
LaPointe/Villarreal-Alonzo	COBB	N/A

SUMMARY

The Purchasing Office would like to hold an online auction to dispose of surplus county property. The auction will run for approximately two weeks. Directions for bidding on items can be found on the Rene Bates Auctioneers website at www.renebates.com.

Attachment: Detailed List of Auction Items

Hays County		
ITEMIZED LIST FOR AUCTION		
Description	**VIN/Serial #**	**Department**
2002 Chevy 2500HD pickup truck	1GCHC29U72E216963	Transportation
1995 John Deere 670BX motor grader	DW670BX551419	Transportation
1997 International 4900 sand truck	1HTSDAAN2WH509923	Transportation
1991 International 4900 sand spreader	1HTSCNMP6MH367970	Transportation
1994 International 4900 sand spreader	1HTSDAAN9SH618132	Transportation
2000 Ford Crown Victoria	2FAFP71W6YX206556	Pct. 2
2002 Ford Crown Victoria	2FAFP71W02X134761	District Attorney
2002 Ford Crown Victoria	2FAFP71W72X138226	District Attorney
2002 Ford Crown Victoria	2FAFP71W32X132861	Pct. 3
2004 Ford Crown Victoria	2FAFP71W94X129885	Pct. 4
2005 Ford Crown Victoria	2FAFP71W65X150209	Juv. Probation
2006 Ford Crown Victoria	2FAFP71W96X125483	Pct. 3
2002 Ford F150 XLT	2FTRX17W52CA32862	SO
2007 Dodge Charger	2B3KA43R27H714601	Juv. Ctr
2007 Dodge Charger	2B3KA43G07H757915	SO
2007 Dodge Charger	2B3KA43G87H770413	SO
2007 Dodge Charger	2B3KA43H07H736748	SO
2008 Dodge Charger	2BC3KA43R08H216253	SO
2010 Dodge Charger	3BAA4CV5AH151477	SO
2010 Dodge Charger	2BAA4CV2AH151484	SO
2004 32' Thor Dutchman travel trailer	47CTFTN244G513920	SO
Land Pride 4 wheel drive Treker	541978	SO
1952 22' semi trailer	212730023	SO
Fire King 4 drawer cabinet	7010129	District Clerk
2007 Formax VSX pressure sealer	C70775	District Clerk
Custom carved wooden bench	n/a	Commissioner Pct. 4
Motorola & TEKK handheld radios	see other list	SO
Mine Max table saw	n/a	SO
61 total mobile computer docking stations	see other list	SO
Scotsman ice maker	08091320017178	SO
2 drawer truck vault	411836	SO
Pallet of MaCom mobile radios	n/a	SO
Hobart food slicer	56-1207-341	SO
Sanyo television	B3290202520849	SO
5 boxes of Blauer uniform pants & shirts	style 8670 & style 8675	SO
2 – pull behind rotary grass cutters	n/a	SO
Hill Roth hospital bed	n/a	SO
8 office chairs	n/a	SO
18 metal mailboxes	n/a	SO
5 plastic utility carts	n/a	SO
2 pair Chippeawa motor boots & 1 full face helmet	n/a	SO

ITEMIZED LIST FOR AUCTION		
Eureka vacuum	n/a	SO
Large roof vent	n/a	SO
4 exterior lights	n/a	SO
Sears ½" reversible drill	n/a	SO
5 steel doors	n/a	SO
13 stackable chairs	n/a	SO
Pallet of electrical components	n/a	SO
Optimus stereo cassette tape deck	480902	Fire Marshal
AT&T phone	HL510968814	Emerg. Mgmt.
AT&T phone	HL507210902	Emerg. Mgmt.
Itech charger base	n/a	Emerg. Mgmt.
Magnavox outdoor antenna amplifier	n/a	Emerg. Mgmt.
HP notebook expansion base	2CE6401RH6	Emerg. Mgmt.
HP notebook expansion base	2CE6401R3Y	Emerg. Mgmt.
Phillips Magnavox VHS player	77053659	Fire Marshal
Sony video cassette recorder	14243	Fire Marshal
Groen steam cooker	n/a	SO
Fellows shredder	n/a	SO
2 four drawer file cabinets	n/a	SO
2 drawer long desk	n/a	SO
L shaped desk with 4 drawers	n/a	SO
Desk with hutch	n/a	SO
Desk with 5 drawers	n/a	SO
Small metal desk with laminate top	n/a	SO
L shaped metal and laminate desk	n/a	SO
2 L shaped desks	n/a	SO
2 large hard sided cases	n/a	SO
Pallet of electrical components	n/a	SO
5 Bazark light dimmers	n/a	SO
Proguard molded plastic rear seats for Chevy Tahoes	n/a	SO
Molded plastic rear seats for Dodge Chargers	n/a	SO
Glass door	n/a	SO
21 metal folding chairs	n/a	SO
Metal storage cabinet	n/a	SO
Desk	n/a	SO
13 folding tables	n/a	SO
3 mop buckets & 2 hose reels	n/a	SO
Long white bench	n/a	SO
Assorted shelving	n/a	SO
2 wooden office chairs	n/a	Transportation
Half-back grey office chair	n/a	Transportation
Grey cloth office chair	n/a	Transportation
Trane AC compressor	7354K224F	SO

ITEMIZED LIST FOR AUCTION		
Miscellaneous desk trays	n/a	Transportation
Panasonic microwave oven	6A52160879	Transportation
8 metal/plastic chairs	n/a	SO
4 ft. corner desk	n/a	SO
Rolling file storage shelves	n/a	SO
Miscellaneous cell phone accessories	n/a	Transportation
18 grey office chairs	n/a	SO
Office telephone	n/a	Transportation
Miscellaneous power strips	n/a	Transportation
Battery backup	n/a	Transportation
Beige desk	n/a	Transportation
Onan generator	n/a	Transportation
Wain Roy backhoe bucket swinger	n/a	Transportation
Various weed eater/chainsaw parts	n/a	Transportation
Fax machines	n/a	Transportation
TV & wall mount	n/a	Transportation

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Authorize the Constable Pct. 1 Office to re-grade the part-time Administrative Assistant I position to a Justice Clerk effective January 3, 2017 and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	April 11, 2017	$2,199

LINE ITEM NUMBER

001-635-00]

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
Peterson	INGALSBE	N/A

SUMMARY

During the FY 2017 budget process, the Commissioner's Court approved a part-time Administrative Assistant I (grade 106) position effective January 1, 2017 for the Constable Pct. 1 Office. However, the position was erroneously posted and filled as a Justice Clerk (grade 108). The current employee possesses the skills and knowledge to function at the grade 108 level. Additionally, the employee is performing the same functions as the full-time Justice Clerk, therefore the Constable would like to re-grade the position appropriately.

Potential Funding Source: Savings within in the County Wide Salary Adjustments line item are available due to attrition.

Budget Amendment:
Increase Staff Salaries - $1,833
Increase Fringe Benefits - $366
Decrease Salary Adjustments - ($2,199)

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Approve renewal of annual contract for Electrical Services with Ted Breihan Electric Company for one additional year.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	April 11, 2017	N/A

LINE ITEM NUMBER

N/A

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: YES **AUDITOR REVIEW:** MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
LaPointe/Villarreal-Alonzo	COBB	N/A

SUMMARY

The Building Maintenance Department is recommending a renewal for electrical services with our current vendor, Ted Breihan Electric. The current contract term expires on April 30, 2017 with an option to renew per the original terms outlined in IFB 2014-B03. All current terms and conditions and pricing remain unchanged and in full force and effect as provided in original bid.

Attachment: Contract Renewal Letter

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Authorize Commercial OSSF Permit at 4000 E Hwy 290, Dripping Springs, TX 78620.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	April 11, 2017	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
Roxie McInnis, Development Services Manager	WHISENANT	N/A

SUMMARY

The Sunset Canyon Baptist Church is proposing an OSSF to serve their new Family Life Center. This new building will accommodate up to 135 people, up to 5 days a week. This 1.62-acre property is Lot 234 in the Sunset Canyon Subdivision. The property is served by a public water supply.
The system designer, Erin Banks, P.E., has designed a system which consists of standard treatment. After treatment, the effluent will be dispersed to a drip field for a maximum daily rate of 475 gallons.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Approve the appointment of David J. Graham as Deputy Constable, in Precinct 4.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	April 11, 2017	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
Ron Hood, Constable	WHISENANT	N/A

SUMMARY

Deputy Constable David Graham will fill the recently vacated part-time position in Constable Hood's office. In compliance with Texas Local Government Code - Section 86-11 the Commissioners Court is asked to approve this appointment as a necessary position to properly handle the business of the Constable's office.

April 11, 2017

To: Bert Cobb, Hays County Judge
Debbie Ingalsbe, Hays Co. Commissioner, Pct. 1
Mark Jones, Hays Co. Commissioner, Pct. 2
Will Conley, Hays Co. Commissioner, Pct. 3
Ray Whisenant, Hays Co. Commissioner, Pct. 4

Re: Deputy Constable Appointment

On October 7, 2014, the Hays County Commissioners Court approved an Interlocal Cooperative Agreement for law enforcement services to be proved by Hays County, Constable Precinct 4 Office for the Hays County Water Control Improvement District No. 1 and the hiring of a part-time Deputy Constable position.

In compliance with TX Local Government Code – Section 86.011(a), it is my privilege to submit to the Commissioners Court, David J. Graham for approval as a Deputy Constable with Hays Co. Constable's Office, Pct. 4.

David Graham has been in law enforcement for 33 years. He was born in Chicago and in 1983, moved to Texas after being hired by the Garland Police Department. While at Garland P.D. he worked as a patrol officer, an Field Training Officer and a Detective. In 1990, he transferred to the Dallas Police Department where he eventually attained the rank of Lieutenant. His career in Dallas included the Patrol Division, Community Relations Unit, Helicopter Unit, Personnel Division and Tactical Operations. He is also an instructor for Law Enforcement Seminars, LLC. In January 2017, David retired from Dallas P.D. and moved to Dripping Springs with his wife Ann. They have been married for 29 years and have two children.

He has acquired over 3265 hours of training with the TX Commission on Law Enforcement (TCOLE) and holds the following certifications:

- Peace Officer License (1983)
- Basic Peace Office (1984)
- Intermediate Peace Officer (1987)
- Advanced Peace Officer (1992)
- Master Peace Officer (2000)

Respectfully submitted,

_____

Ron Hood, Constable
Hays County Precinct 4

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Discussion and possible action to adopt a resolution in support of the County's FM 2001 Partnership Project from I-35 to SH 21 and urging the Texas Department of Transportation to approve the FM 2001 environmental document in a timely manner so that the development of the project may proceed to construction as expeditiously as possible.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	April 11, 2017	$0.00

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
Michael J. Weaver, Prime Strategies, Inc.	JONES	N/A

SUMMARY

The expansion of FM 2001 from a two-lane roadway to a four-lane roadway from I-35 to SH 21 is included in the CAMPO Mobility 2040 Long-Range Plan and the Hays County Transportation Plan; expansion and realignment of FM 2001 is included in the County's Partnership Program with the Texas Department of Transportation. The proposed improvements will address safety, mobility and connectivity needs in the eastern portion of Hays County. The Texas Department of Transportation, in conjunction with Hays County, conducted a Public Hearing on the draft Environmental Assessment for the project on March 28, 2017 at the Studio Estates Club House in Kyle.

A Resolution of the Hays County Commissioners' Court Supporting the FM 2001 Project from I-35 to SH 21 and urging the Texas Department of Transportation to approve the FM 2001 Project Environmental Document in a Timely Manner

STATE OF TEXAS §
§
COUNTY OF HAYS §

WHEREAS, FM 2001 is a critical link in the eastern Hays County transportation network, serving the fast-growing residential areas in the County and Cities of Buda, Niederwald and Uhland; and

WHEREAS, FM 2001 is used by local and regional fire, police and emergency services; and

WHEREAS, FM 2001 is critical for several school bus routes in this portion of Hays County; and

WHEREAS, existing FM 2001 between I-35 and SH 21 is a discontinuous east-west roadway, requiring drivers to merge onto SH 21 for a distance before accessing the continuation of FM 2001, and has numerous 90-degree turns and narrow shoulders,

WHEREAS, FM 2001 has become a confusing and unsafe facility that no longer can address the current and projected mobility needs of the region; and

WHEREAS, the expansion of FM 2001 to a four-lane facility is included in the Capital Area Metropolitan Area Planning Organization's Mobility 2040 Long-Range Plan; and

WHEREAS, the expansion and realignment of FM 2001 is included in the Hays County Transportation Plan; and

WHEREAS, the realignment and expansion of FM 2001 is an element of the Partnership Program between Hays County and the Texas Department of Transportation; and

WHEREAS, the realignment of FM 2001 between I-35 and SH 21 would improve safety, mobility and connectivity in the regional transportation network;

NOW, THEREFORE, BE IT RESOLVED BY HAYS COUNTY, TEXAS:

(a) That the Commissioners' Court of Hays County urges the Texas Department of Transportation to approve the FM 2001 environmental document in a timely manner so that the development of the project may proceed to construction as expeditiously as possible.

RESOLVED, ORDERED, AND DECLARED this 11th day of April, 2017.

_____
Bert Cobb
Hays County Judge

_____ _____
Debbie Gonzales Ingalsbe, Precinct 1 Mark Jones, Precinct 2

_____ _____
Will Conley, Precinct 3 Ray Whisenant, Precinct 4

Attest:

_____
Liz Gonzalez, County Clerk

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

SUB-739 Home Camp Subdivision (1 Lot). Discussion and possible action to approve preliminary plan.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-SUBDIVISIONS	April 11, 2017	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

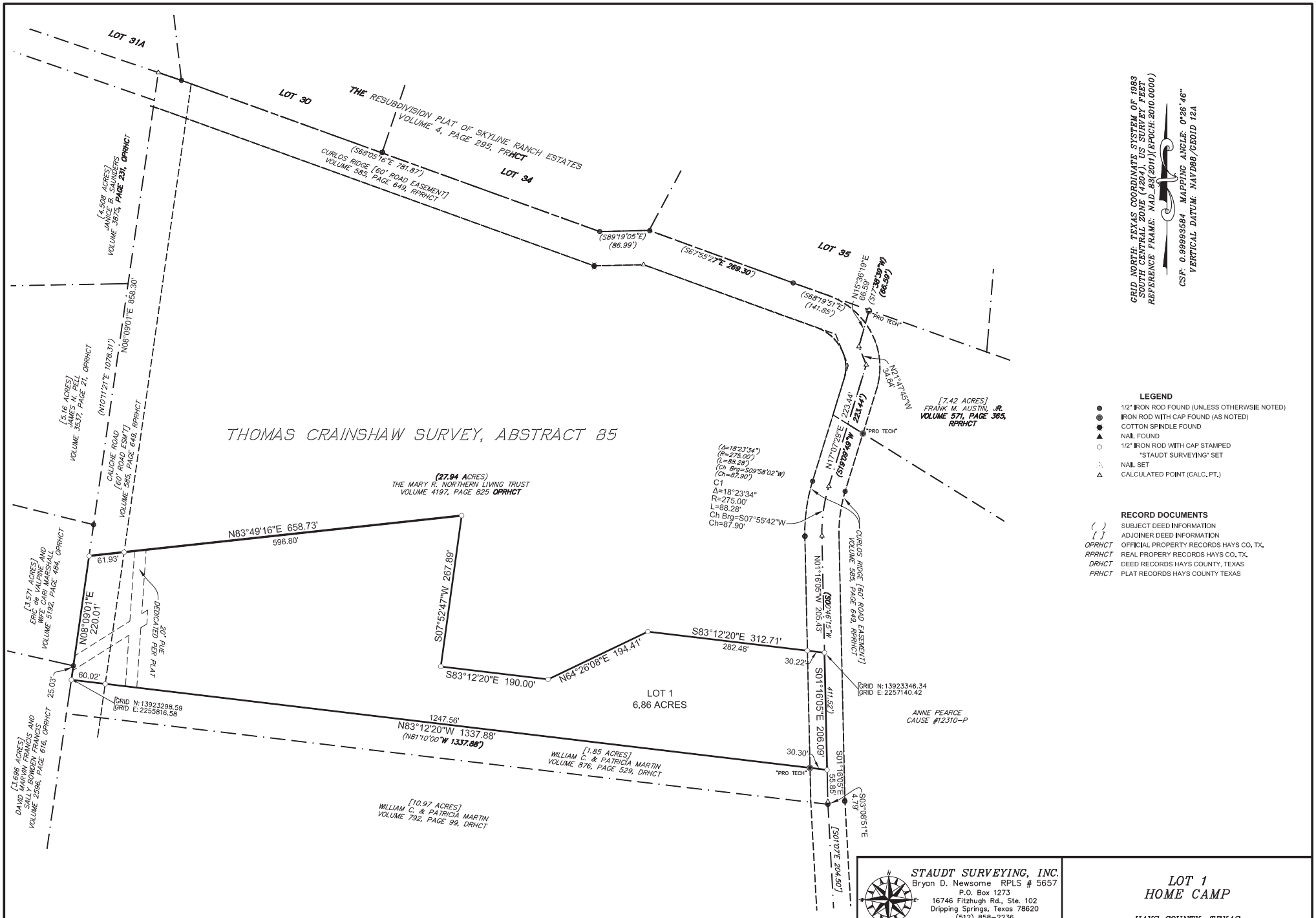
PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
STRICKLAND	CONLEY	N/A

SUMMARY

The proposed Home Camp Subdivision is a 1 lot subdivision located off of Caliche Road in Precinct 3.

The subdivision will be served by the private well and rainwater. Wastewater service will be provided by individual on-site sewage facilities.



GRID NORTH: TEXAS COORDINATE SYSTEM OF 1983
SOUTH CENTRAL ZONE (4204), US SURVEY FEET
REFERENCE FRAME: NAD_83(2011)(EPOCH:2010.0000)

CSF: 0.99993584 MAPPING ANGLE: 0°26'46"
VERTICAL DATUM: NAVD88/GEOID 12A

LEGEND

- 1/2" IRON ROD FOUND (UNLESS OTHERWSIE NOTED)
- IRON ROD WITH CAP FOUND (AS NOTED)
- COTTON SPINDLE FOUND
- NAIL FOUND
- 1/2" IRON ROD WITH CAP STAMPED "STAUDT SURVEYING" SET
- NAIL SET
- CALCULATED POINT (CALC. PT.)

RECORD DOCUMENTS

( )	SUBJECT DEED INFORMATION
[ ]	ADJOINER DEED INFORMATION
OPRHCT	OFFICIAL PROPERTY RECORDS HAYS CO. TX.
RPRHCT	REAL PROPERY RECORDS HAYS CO. TX.
DRHCT	DEED RECORDS HAYS COUNTY, TEXAS
PRHCT	PLAT RECORDS HAYS COUNTY TEXAS

STAUDT SURVEYING, INC.
Bryan D. Newsome RPLS # 5657
P.O. Box 1273
16746 Fitzhugh Rd., Ste. 102
Dripping Springs, Texas 78620
(512) 858-2236
Firm Reg. # 10091700

LOT 1
HOME CAMP

HAYS COUNTY, TEXAS

100 50 0 100 200
GRAPHIC SCALE IN FEET

Rev: | Date: 20 March, 2017 - 09:31
Dr. By: SAR | Job#: 16098-02 | DWG#: 16098.dwg

STATE OF TEXAS §
COUNTY OF HAYS §

KNOW ALL MEN BY THESE PRESENTS: THAT, C. MITCHELL JOHNSTON EXECUTOR , OWNER OF 27.94 ACRE TRACT, OUT OF THE B.H.H. BUTTS SURVEY NO 40, A-38, AS DESCRIBED IN A GENERAL WARRANTY DEED OF RECORD IN DOCUMENT NO. 11022873 OFFICIAL PROPERTY RECORDS, HAYS COUNTY, TEXAS. DO HEREBY SUBDIVIDE 6.86 ACRES, IN ACCORDANCE WITH THE MAP OR PLAT SHOWN HEREON TO BE KNOWN AS:

HOME CAMP

SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED, AND DO HEREBY DEDICATE TO THE PUBLIC USE OF THE STREETS AND EASEMENTS SHOWN HEREON.

WITNESS MY HAND THIS THE _____ DAY OF _____, 20____ A.D.

_____

C. MITCHELL JOHNSTON EXECUTOR
PO BOX 2147
WIMBERLEY, TEXAS 78676-2147

STATE OF TEXAS §
COUNTY OF HAYS §

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED C. MITCHELL JOHNSTON EXECUTOR, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 20____ A.D.

_____
NOTARY PUBLIC IN AND FOR HAYS COUNTY, TEXAS

EDWARDS AQUIFER NOTE:
THIS SUBDIVISION LIES WITHIN THE EDWARDS AQUIFER CONTRIBUTING ZONE

E.T.J. NOTE
THIS SUBDIVISION DOES NOT LIE WITHIN THE BOUNDARIES OF ANY CITY LIMITS OR EXTRA TERRITORIAL JURISDICTION.

SCHOOL DISTRICT
THIS SUBDIVISION LIES WITHIN THE BOUNDARY OF THE WIMBERLEY INDEPENDENT SCHOOL DISTRICT.

EMERGENCY SERVICES
WIMBERLEY HAYS COUNTY, EMERGENCY DISTRICT NO. 7
WIMBERLEY FIRE HAYS COUNTY, EMERGENCY DISTRICT NO. 4

PLAT INFORMATION
TOTAL AREA: 6.86 ACRES
TOTAL NUMBER LOTS: 1
NUMBER OF LOTS OVER 10 ACRES: 0
NUMBER OF LOTS 5 - 10 ACRES: 1
NUMBER OF LOTS 2 - 5 ACRES: 0
NUMBER OF LOTS 1 - 2 ACRES: 0
NUMBER OF LOTS LESS THAN 1 ACRE: 0

UTILITY INFORMATION
WATER: INDIVIDUAL WATER WELLS AND RAINWATER COLLECTION
SEWER: INDIVIDUAL ON-SITE SEWAGE FACILITIES
ELECTRICITY: PEDERNALES ELECTRIC COOPERATIVE, INC.
TELEPHONE: FRONTIER

FLOODPLAIN NOTE
THIS SUBDIVISION DOES NOT LIE WITHIN SPECIAL FLOOD HAZARD AREAS (SFHAS) AS DELINEATED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (F.E.M.A.) FLOOD INSURANCE RATE MAP (F.I.R.M.) COMMUNITY NO. 480321, MAP NO. 48209C0239F, MAP REVISED SEPTEMBER 2, 2005.

IF THIS SITE IS NOT WITHIN AN IDENTIFIED SPECIAL FLOOD HAZARD AREA, THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

STATE OF TEXAS §
COUNTY OF HAYS §

KNOW ALL MEN BY THESE PRESENTS, THAT I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEY RELATED REQUIREMENTS OF THE HAYS COUNTY SUBDIVISION REGULATIONS AND FURTHER CERTIFY THAT THIS PLAT IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.

_____
BRYAN D. NEWSOME, DATE
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5657 - STATE OF TEXAS

WATER AVAILABILITY NOTE:
UNDER DEPARTMENT REGULATIONS, THIS SUBDIVISION IS EXEMPT FROM THE REQUIREMENT TO DEMONSTRATE THE AVAILABILITY OF WATER AND WASTEWATER SERVICE. FURTHER SUBDIVISION IS PROHIBITED FOR A DURATION OF FIVE (5) YEARS FOLLOWING THE FILING OF THIS PLAT.

PUBLIC UTILITY EASEMENTS (PUE)
THERE SHALL BE A TWENTY (20) FOOT WIDE UTILITY EASEMENT RESERVED ALONG ALL ROADWAY PROPERTY LINES, AND A TEN (10) FOOT WIDE UTILITY EASEMENT RESERVED ALONG ALL OTHER PROPERTY LINES. THERE SHALL BE A TWENTY (20) FOOT WIDE UTILITY EASEMENT ALONG ALL EXISTING POLES AND LINES.

NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED ACCESS ONTO A PUBLIC ROADWAY UNLESS:

(1) A PERMIT FOR USE OF THE COUNTY ROADWAY RIGHT-OF-WAY HAS BEEN ISSUED UNDER CHAPTER 751; AND,

(2) THE DRIVEWAY SATISFIES THE MINIMUM SPACING REQUIREMENT FOR DRIVEWAYS SET FORTH IN CHAPTER 721.

CULVERT NOTE:
ALL CULVERTS, WHEN REQUIRED, SHALL COMPLY WITH THE CURRENT HAYS COUNTY STANDARD.

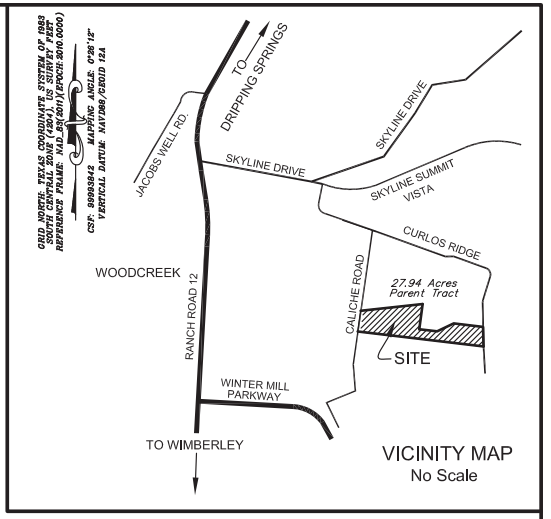
IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES DELINEATED AND SHOWN ON THIS PLAT, AND ALL BRIDGES AND CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IN SUCH STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES, OR IN CONNECTION THEREWITH SHALL BE THE RESPONSIBILITY OF THE OWNER AND / OR THE DEVELOPER OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS AND THE COMMISSIONERS OF HAYS COUNTY, TEXAS, ASSUMES NO OBLIGATION TO BUILD THE STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR OF CONSTRUCTING ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH.

SEWAGE DISPOSAL / INDIVIDUAL WATER SUPPLY CERTIFICATION TO WIT:
NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM WHICH HAS BEEN APPROVED AND PERMITTED BY HAYS COUNTY DEVELOPMENT SERVICES.

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR A STATE APPROVED COMMUNITY WATER SYSTEM. DUE TO DECLINING WATER SUPPLIES AND DIMINISHING WATER QUALITY, PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY HAYS COUNTY TO QUESTION THE SELLER CONCERNING GROUND WATER AVAILABILITY. RAIN WATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY OFFER THE BEST RENEWABLE WATER RESOURCE. NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.

_____ _____
JAMES "CLINT" GARZA, DIRECTOR DATE
HAYS COUNTY DEVELOPMENT AND COMMUNITY SERVICES

_____ _____
TOM POPE, C.F.M., R.S. DATE
HAYS COUNTY FLOODPLAIN ADMINISTRATOR



VICINITY MAP
No Scale

STATE OF TEXAS §
COUNTY OF HAYS §

I, LIZ Q. GONZALEZ, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT, ON THE _____ DAY OF _____, A.D. 20____, THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT, AND SAID ORDER HAS BEEN DULY ENTERED IN THE MINUTES OF THE SAID COURT RESOLUTION NO. _____.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____ , 20____ A.D.

_____ _____
ALBERT "BERT" COBB, M.D. LIZ Q. GONZALEZ
COUNTY JUDGE, COUNTY CLERK,
HAYS COUNTY, TEXAS HAYS COUNTY, TEXAS

STATE OF TEXAS §
COUNTY OF HAYS §

I, LIZ Q. GONZALEZ, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____ , 20____ A.D., AT _____ O'CLOCK _____ M., IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS, IN INSTRUMENT NO. _____.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____ , 20____ A.D.

_____
LIZ Q. GONZALEZ
COUNTY CLERK, HAYS COUNTY, TEXAS

STAUDT SURVEYING, INC.
Bryan D. Newsome RPLS # 5657
P.O. Box 1273
16746 Fitzhugh Rd., Ste. 102
Dripping Springs, Texas 78620
(512) 858-2236
Firm Reg. # 10091700

100 50 0 100 200
GRAPHIC SCALE IN FEET

LOT 1
HOME CAMP

HAYS COUNTY, TEXAS

Rev:	Date: 20 March, 2017 - 09:30
Dr. By: SAR	Job#: 16098 DWG#: 16098.dwg

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

SUB-720 Panther Hollow Subdivision (2 Lots). Discussion and possible action to approve preliminary plan.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-SUBDIVISIONS	April 11, 2017	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

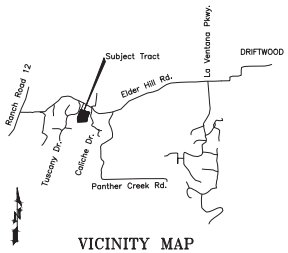
PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
Caitlyn Strickland	CONLEY	N/A

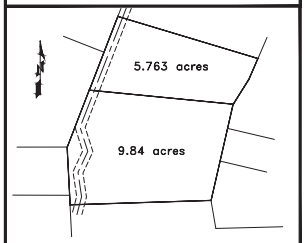
SUMMARY

The proposed Panther Hollow Subdivision is a 2 lot subdivision located off of Elder Hill Road in Precinct 3.

The subdivision will be served by private wells and wastewater treatment will be accomplished by individual on-site sewage facilities.



VICINITY MAP
N.T.S.



PREVIOUS CONFIGURATION
N.T.S.

E.T.J. NOTE:
No portion of this subdivision lies within the boundaries of any municipalities' corporate city limits or extra territorial jurisdiction.

SCHOOL DISTRICT:
This subdivision lies within the Hays Consolidated Independent School District.

EDWARDS AQUIFER NOTE:
This subdivision is located in the Edwards Aquifer Contributing Zone. No portion of this subdivision lies within the Edwards Aquifer Recharge Zone.

FLOOD PLAIN NOTE:
This tract is not within an identified Special Flood Hazard Area inundated by 100-Year Flood as identified by the Federal Emergency Management Agency, Flood Insurance Rate Map for Hays County, Texas and Incorporated Areas Map Number 48209C0230F, dated September 2, 2005.

DRIVEWAY NOTE:
"In order to promote safe use of roadways and preserve the conditions of public roadways, no driveway constructed on any lot within this subdivision shall be permitted to access onto a publicly dedicated roadway unless (a) a Driveway Permit has been issued by the Transportation Department of Hays County and (b) the driveway satisfies the minimum spacing requirement for driveways set forth in Chapter 721 of the Hays County Development Regulations."

CULVERT NOTE:
All culverts, when required, shall comply with the current Hays County standard.

EMERGENCY SERVICES DISTRICTS:
This subdivision lies within North Hays County Emergency Services District # 1 and Hays County Emergency Services District # 6.

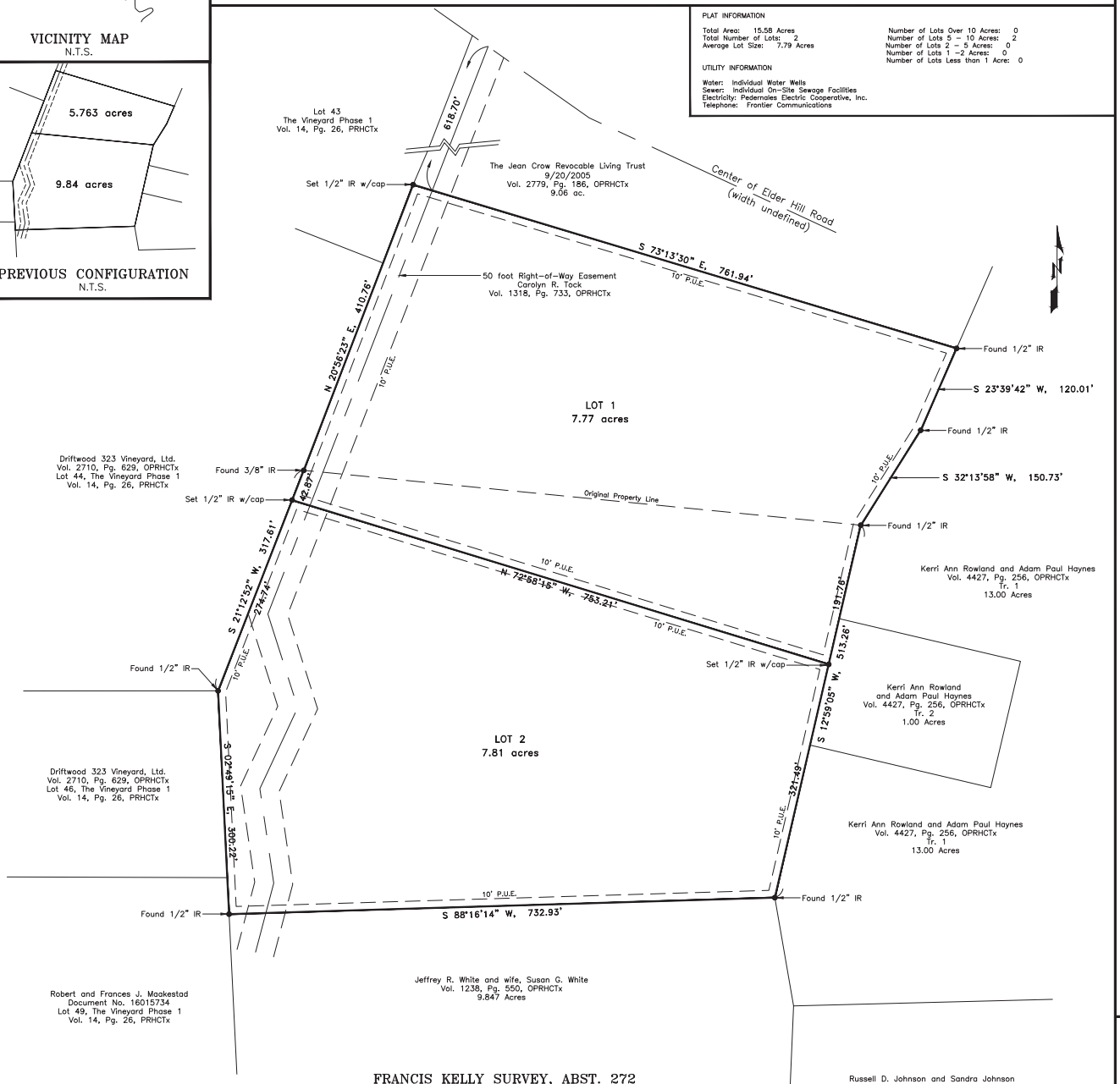
PLAT INFORMATION

Total Area: 15.58 Acres
Total Number of Lots: 2
Average Lot Size: 7.79 Acres

Number of Lots Over 10 Acres: 0
Number of Lots 5 – 10 Acres: 2
Number of Lots 2 – 5 Acres: 0
Number of Lots 1 –2 Acres: 0
Number of Lots Less than 1 Acre: 0

UTILITY INFORMATION

Water: Individual Water Wells
Sewer: Individual On-Site Sewage Facilities
Electricity: Pedernales Electric Cooperative, Inc.
Telephone: Frontier Communications



FRANCIS KELLY SURVEY, ABST. 272
HAYS COUNTY, TEXAS

55

OWNERS' CERTIFICATION:

KNOW ALL MEN BY THESE PRESENTS: That we, DANIEL TOCK and ELIZABETH MUTSCHLER, owners of record of this called 9.84 acre tract of land, as conveyed to CAROLYN R. TOCK by deed from DONALD B. BUDDECKE, dated May 15, 1992 and recorded in Volume 928, Page 836 of the Official Public Records of Hays County, Texas, and conveyed to us by LAST WILL and TESTAMENT of CAROLYN JEAN TOCK, UNDER ORDER ADMITTING WILL TO PROBATE IN CAUSE NO. 14-0897-CP4 IN COUNTY COURT OF LAW NO. FOUR, WILLIAMSON COUNTY, TEXAS, and that we, DONALD J. BIONDO, JR. and LEANN C. TOCK, owners of record of this called 5.763 acre tract of land, as conveyed to us by deed from JEFFREY D. PINKUS, GIBSON J. HAYNES, PAUL L. WALHALL and TERESA H. TAYLOR, dated December 18, 1991 and recorded in Volume 906, Page 528 of the Official Public Records of Hays County, Texas, both tracts of which are located in the Francis Kelly Survey, Abst. 272 in Hays County, Texas, do hereby subdivide said 9.84 acre tract of land and said 5.763 acre tract of land to be known as "PANTHER HOLLOW", establishing Lot 1 and Lot 2, in accordance with the plat hereon, subject to any and all easements or restrictions heretofore granted, and do hereby dedicate to the public the use of the easements shown hereon.

WITNESS MY HAND, this the _____ day of _____, 2017.

_____ _____
Daniel Tock Elizabeth Mutschler

_____ _____
Donald J. Biondo, Jr. Leann C. Tock

STATE OF _____
COUNTY OF _____

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2017.

_____
NOTARY PUBLIC, State of _____

STATE OF TEXAS
COUNTY OF _____

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2017.

_____
NOTARY PUBLIC, State of Texas

STATE OF TEXAS
COUNTY OF HAYS

BEFORE ME, the undersigned authority, on this day personally appeared DONALD J. BIONDO, JR., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2017.

_____
NOTARY PUBLIC, State of Texas

STATE OF TEXAS
COUNTY OF HAYS

BEFORE ME, the undersigned authority, on this day personally appeared LEANN C. TOCK, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2017.

_____
NOTARY PUBLIC, State of Texas

HAYS COUNTY CERTIFICATION:

STATE OF TEXAS
COUNTY OF HAYS

I, Liz Gonzalez, County Clerk of Hays County, Texas, do hereby certify that on the _____ day of _____, 2017 the Commissioners Court of Hays County, Texas, passed an order authorizing the filing for record of this plat and said order has been duly entered in the minutes of the said court in Document No. _____.

WITNESS MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2017.

_____ _____
Bert Cobb, M.D. Liz Gonzalez
County Judge County Clerk
Hays County, Texas Hays County, Texas

STATE OF TEXAS
COUNTY OF HAYS

I, Liz Gonzalez, County Clerk of Hays County, Texas, do hereby certify that the foregoing instrument of writing with its certificate of authentication was filed for record in my office on the _____ day of _____, 2017 at _____ o'clock ___m., in the Plat Records of Hays County, Texas, in Document No. _____.

WITNESS MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2017.

_____
Liz Gonzalez
County Clerk
Hays County, Texas

SEWAGE DISPOSAL/INDIVIDUAL WATER SUPPLY CERTIFICATION, TO WIT:

No structure in this subdivision shall be occupied until connected to an individual water supply or a state-approved community water system. Due to declining water supplies and diminishing water quality, prospective property owners are cautioned by Hays County to question the seller concerning ground water availability. Rain water collection is encouraged and in some areas may offer the best renewable water resource.

No structure in this subdivision shall be occupied until connected to a public sewer system or to an on-site wastewater system which has been approved and permitted by Hays County Development Services.

No construction or other development within this subdivision may begin until all Hays County Development Permit requirements have been met.

_____ _____ _____ _____
James "Clint" Garza, Director Date Tom Pope C.F.M., R.S. Date
Hays County Development and Hays County Floodplain Administrator
Community Services

WATER AVAILABILITY

Under department regulations, this subdivision is exempt from the requirements to demonstrate the availability of water and wastewater service. This property is prohibited from further subdivision for a duration of 5 years.

STATE OF TEXAS
COUNTY OF HAYS

KNOW ALL BY THESE PRESENTS, that I, C. Michael Weaver, a REGISTERED PROFESSIONAL LAND SURVEYOR in the State of Texas, do hereby certify that this plat complies with the survey requirements of the Hays County Development Regulations and further certify that this plat is prepared from an actual survey of the property made under my supervision on the ground and that the corner monuments were properly placed under my supervision.

WITNESS MY HAND AND SEAL, this the _____ day of _____, 2017

_____
C. Michael Weaver
Registered Professional Land Surveyor No. 4427

Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

Weaver Surveying, LLC
P.O. Box 1129
Dripping Springs, Texas 78620
(512) 777-9190
TBPLS Firm # 10194053

PLAT OF
Panther Hollow
HAYS COUNTY, TEXAS

0 50 100
SCALE: 1" = 100'

Revision No:	C	Drawing Date:	11/08/2016
Revision Date:	02/22/2017	Drawing No.:	H161004-01A

Panther Hollow Master1702222.dwg (022217.10:18:60) (1=100)

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

SUB-722 Little Country Subdivision (2 Lots). Discussion and possible action to approve preliminary plan.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-SUBDIVISIONS	April 11, 2017	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

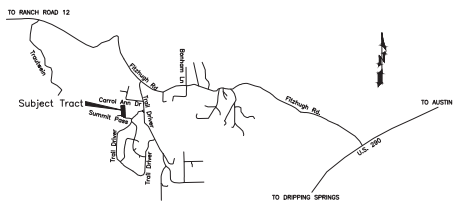
REQUESTED BY	SPONSOR	CO-SPONSOR
Caitlyn Strickland	WHISENANT	N/A

SUMMARY

The proposed Little Country Subdivision is a 2 lot subdivision located off of Summit Pass Road in Precinct 4.

The subdivision will be served by rainwater collection and wastewater treatment will be accomplished by individual on-site sewage facilities.

Previous Configuration
Not To Scale



VICINITY MAP
N.T.S.

E.T.J. NOTE:
This subdivision lies within an exception area to the extra territorial jurisdiction of the City of Dripping Springs.

SCHOOL DISTRICT:
This subdivision lies within the Dripping Springs Independent School District.

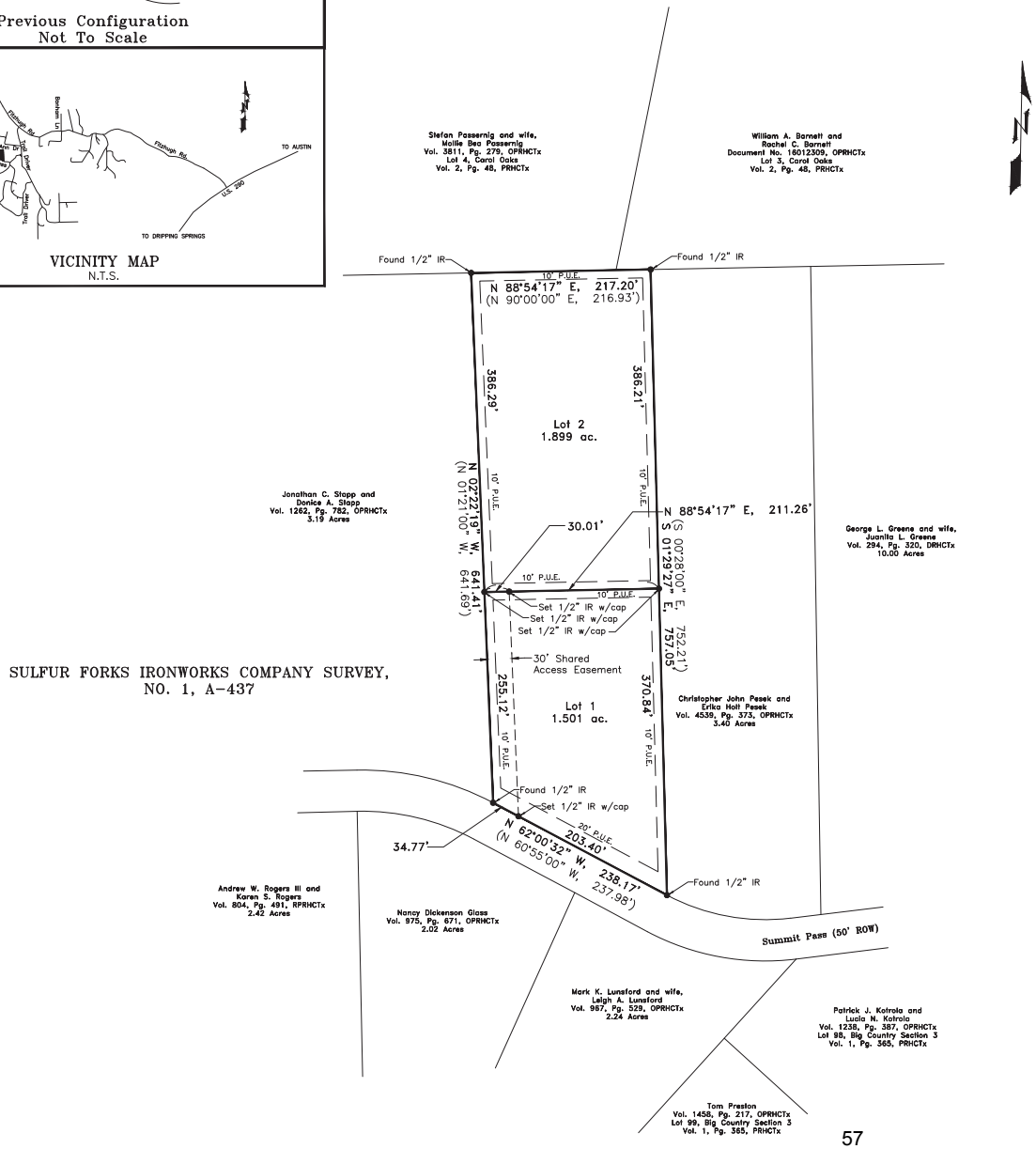
EDWARDS AQUIFER NOTE:
This subdivision is located in the Edwards Aquifer Contributing Zone. No portion of this subdivision lies within the Edwards Aquifer Recharge Zone.

FLOOD PLAIN NOTE:
This tract is not within an Identified Special Flood Hazard Area inundated by 100-Year Flood as identified by the Federal Emergency Management Agency, Flood Insurance Rate Map for Hays County, Texas and Incorporated Areas Map Number 48209C0107F, dated September 2, 2005.

DRIVEWAY NOTE:
"In order to promote safe use of roadways and preserve the conditions of public roadways, no driveway constructed on any lot within this subdivision shall be permitted to access onto a publicly dedicated roadway unless (a) a Driveway Permit has been issued by the Transportation Department of Hays County and (b) the driveway satisfies the minimum spacing requirement for driveways set forth in Chapter 721 of the Hays County Development Regulations."

CULVERT NOTE:
All culverts, when required, shall comply with the current Hays County standard.

EMERGENCY SERVICES DISTRICTS:
This subdivision lies within North Hays County Emergency Services District # 1 and Hays County Emergency Services District # 6.



SULFUR FORKS IRONWORKS COMPANY SURVEY,
NO. 1, A-437

OWNER'S CERTIFICATION:

KNOW ALL MEN BY THESE PRESENTS: That we, CHRIS PESEK and ERIKA PESEK, owners of record of this 3.40 acre tract of land (found to contain 3.400 acres), located in the SULFUR FORKS IRONWORKS COMPANY, SURVEY NO. 1, ABSTRACT NO. 437, in Hays County, Texas, as conveyed to us by deed from ERIN McCANN, dated May 2, 2016 and recorded in Document No. 16014099 of the Official Public Records of Hays County, Texas, do hereby subdivide said 3.40 acre tract of land to be known as "LITTLE COUNTRY", establishing Lot 1 and Lot 2, in accordance with the plat hereon, subject to any and all easements or restrictions heretofore granted, and do hereby dedicate to the public the use of the easements shown hereon.

WITNESS MY HAND, this the _____ day of _____, 2017.

_____ _____
Chris Pesek Erika Pesek

STATE OF TEXAS

COUNTY OF HAYS

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2017.

_____
NOTARY PUBLIC, State of Texas

STATE OF TEXAS
COUNTY OF HAYS

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2017.

_____
NOTARY PUBLIC, State of Texas

HAYS COUNTY CERTIFICATION:

STATE OF TEXAS
COUNTY OF HAYS

I, Liz Gonzalez, County Clerk of Hays County, Texas, do hereby certify that on the _____ day of _____, 2017 the Commissioners Court of Hays County, Texas, passed an order authorizing the filing for record of this plat and said order has been duly entered in the minutes of the said court in Document No. _____.

WITNESS MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2017.

_____ _____
Bert Cobb, M.D. Liz Gonzalez
County Judge County Clerk
Hays County, Texas Hays County, Texas

STATE OF TEXAS
COUNTY OF HAYS

I, Liz Gonzalez, County Clerk of Hays County, Texas, do hereby certify that the foregoing instrument of writing with its certificate of authentication was filed for record in my office on the _____ day of _____, 2017 at _____ o'clock ___m., in the Plat Records of Hays County, Texas, in Document No. _____.

WITNESS MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2017.

_____
Liz Gonzalez
County Clerk
Hays County, Texas

SEWAGE DISPOSAL/INDIVIDUAL WATER SUPPLY CERTIFICATION, TO WIT:

No structure in this subdivision shall be occupied until connected to an individual water supply or a state-approved community water system. Due to declining water supplies and diminishing water quality, prospective property owners are cautioned by Hays County to question the seller concerning ground water availability. Rain water collection is encouraged and in some areas may offer the best renewable water resource.

No structure in this subdivision shall be occupied until connected to a public sewer system or to an on-site wastewater system which has been approved and permitted by Hays County Development Services.

No construction or other development within this subdivision may begin until all Hays County Development Permit requirements have been met.

No water well will ever be allowed in this subdivision.

_____ _____ _____ _____
James "Clint" Garza, Director Date Tom Pope C.F.M., R.S. Date
Hays County Development and Community Services Hays County Floodplain Administrator

WATER AVAILABILITY

Under department regulations, this subdivision is exempt from the requirements to demonstrate the availability of water and wastewater service. This property is prohibited from further subdivision for a duration of 5 years.

STATE OF TEXAS
COUNTY OF HAYS

KNOW ALL BY THESE PRESENTS, that I, C. Michael Weaver, a REGISTERED PROFESSIONAL LAND SURVEYOR in the State of Texas, do hereby certify that this plat complies with the survey requirements of the Hays County Development Regulations and further certify that this plat is prepared from an actual survey of the property made under my supervision on the ground and that the corner monuments were properly placed under my supervision.

WITNESS MY HAND AND SEAL, this the _____ day of _____, 2017.

_____
C. Michael Weaver
Registered Professional Land Surveyor No. 4427

PLAT INFORMATION

Total Area: 3.400 Acres
Total Number of Lots: 2
Average Lot Size: 1.700 Acres

Number of Lots Over 10 Acres: 0
Number of Lots 5 – 10 Acres: 0
Number of Lots 2 – 5 Acres: 0
Number of Lots 1 –2 Acres: 2
Number of Lots Less than 1 Acre: 0

UTILITY INFORMATION

Water: Rain Water Collection
Sewer: Individual On-Site Sewage Facilities
Electricity: Pedernales Electric Cooperative, Inc.
Telephone: AT&T

Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

Weaver Surveying, LLC
P.O. Box 1129
Dripping Springs, Texas 78620
(512) 777-9190
TBPLS Firm # 10194053

PLAT OF

Little Country

HAYS COUNTY, TEXAS

0 50 100
SCALE: 1" = 100'

Revision No:	D	Drawing Date:	12/02/2016
Revision Date:	2/03/2017	Drawing No.:	H161024-01A

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Discussion and possible action to appoint Commissioner Ray Whisenant and Mike Figer to the Board of Directors for the Dripping Springs Tax Increment Reinvestment Zones No. 1 and No. 2.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	April 11, 2017	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
	COBB	WHISENANT

SUMMARY

Hays County entered into an Interlocal Agreement with the City of Dripping Springs on March 21, 2017 related to Dripping Springs Tax Increment Reinvestment Zone (TIRZ) No. 1 and TIRZ No. 2. Per the creating documents for both reinvestment zones, Hays County is provided with two appointments to each TIRZ Board.

A resume for Mr. Figer will be provided in Court.

The appointments will be for two year terms.

Mike Figer

Mr. Figer and his family have lived in the Dripping Springs area since 1989. Upon graduation from the University of Texas at Austin in 1976 he began his professional accounting career. Since 1987, he is the founder/owner of the Austin-based CPA firm, Figer & Company.

Mike has been active in local community affairs since 1990 with various organizations including the DSISD Education Foundation, Greater Dripping Springs Community Foundation, and various community groups. From 1995 – 2004, he served on the Board of Trustees of the Dripping Springs Independent School District including six years as Board president. He currently serves on the Board of Directors of Pioneer Bank (since its inception in 2007).

Mike and his wife, Cindy, also own a Dripping Springs-based gourmet food business, New Canaan Farms, producing upscale food products for the specialty food industry.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Discussion and possible action to adopt the 2017 Hays County, Texas Title VI/Nondiscrimination Plan as required as a recipient of federal funds through the Texas Department of Transportation (TxDOT) and other agencies.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	April 11, 2017	NA

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

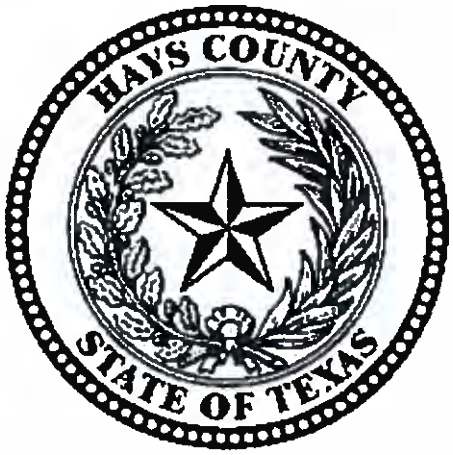
REQUESTED BY	SPONSOR	CO-SPONSOR
Hauff	CONLEY	N/A

SUMMARY

TxDOT has been conducting an audit of our Title VI/Nondiscrimination policies and procedures as a requirement of receipt of federal funding through grants and other assistance from USDOT/FHWA. We are and have been in compliance with many of the elements of nondiscrimination through past and current practice, but one of the new outstanding items needed was the preparation, adoption, and implementation of a Title VI/Nondiscrimination Plan for Hays County that demonstrates continued compliance with Title VI of the Civil Rights Act of 1964 and associated legislation.

This Plan in modelled from a template document provided and recommended by TxDOT and also includes format and content drawn from similar Plans adopted by Dallas, Hidalgo, and Travis counties. Sections of the Plan include the general nondiscrimination policy of Hays County; Assurances to be included with all contracts that involve federal transportation funding; component plans to address Limited English Proficiency (LEP) and Environmental Justice for low income and minority populations as well as general public participation opportunities in activities proposed by the County; methods to collect, analyze and report information associated with nondiscrimination; a process to handle nondiscrimination complaints; and roles and responsibilities of various County departments/offices to assure nondiscrimination compliance. Annual reports will be required on activities that address nondiscrimination compliance and updates to the Plan will be made when circumstances warrant. The Hays County Grants Administration and Human Resources departments, as well as the Hays County Auditor's Office, have worked jointly to prepare the Plan document as well as provide information for other aspects of the TxDOT audit.

TxDOT has reviewed the draft plan and determined it to be complete and acceptable. Staff recommends and requests that the Commissioners Court adopt the 2017 Hays County Title VI/Nondiscrimination Plan.



Hays County, Texas
Title VI/Nondiscrimination Plan
FY2017

Hays County
Grants Administration Department
Human Resources Department
Auditor's Office

April 11, 2017

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Introduction

As a recipient of federal assistance, Hays County is required to comply with various nondiscrimination laws and regulations, including Title VI of the Civil Rights Act of 1964. Title VI of the Civil Rights Act of 1964 prohibits discrimination on Federal and Federally-assisted projects and programs based upon race, color, and national origin. Since 1964, additional statutes have prohibited discrimination based upon gender (Federal-aid Highway Act of 1973), age (The Age Discrimination Act of 1975), and disability (Section 504 of the Rehabilitation Act of 1973 and Americans with Disabilities Act of 1990). Two Executive Orders place further emphasis upon the Title VI protections of race and national origin - Executive Order 12898 ("*Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations*") and Executive Order 13166 ("*Improving Access to Services for Persons with Limited English Proficiency*"). Furthermore, the Civil Rights Restoration Act of 1987 defined the word "program" to make clear that discrimination is prohibited throughout an entire agency if any part of the agency receives Federal assistance.

The Federal Highway Administration (FHWA) and the Texas Department of Transportation (TxDOT) require recipients of federal assistance to prepare a plan to clarify roles, responsibilities, and procedures to ensure compliance with Title VI. The *Title VI/ Nondiscrimination Plan* is intended to communicate how Hays County implements Title VI/ Nondiscrimination requirements, including Environmental Justice (EJ) and Limited English Proficiency (LEP). This Plan is based on the template provided by TxDOT as utilized for their Title VI/Nondiscrimination Plan requirements.

The County must not restrict an individual in any way from the enjoyment of any advantage or privilege enjoyed by others receiving any service, financial aid, or other benefit under its programs or projects because of race, color, national origin, gender, age, or disability. The primary purposes of the Hays County Title VI/Nondiscrimination Plan are to:

1. Assign roles, responsibilities and procedures for ensuring compliance with Title VI of the Civil Rights Act of 1964 and related regulations and directives;
2. Ensure that people affected by the County's programs and projects receive the services, benefits, and opportunities to which they are entitled without regard to race, color, national origin, age, sex, or disability;
3. Prevent discrimination in County programs and activities, whether those programs and activities are federally funded or not;
4. Establish procedures for identifying impacts in any program, services, or activity that may create an illegal adverse impact on any person because of race, color, national origin, age, sex or disability; or on minority populations, low-income populations, the elderly, persons with disabilities, and all affected Title VI populations;
5. Establish procedures to annually review Title VI compliance of specific program areas within the County;

6. Set forth procedures for filing and processing complaints by persons who believe they have been subjected to illegal discrimination under Title VI in a County-provided service, project, program or activity;
7. Identify impacts in any program, service, or activity that may create an illegal impact on any person because of race, color, national origin, age, sex, or disability; or on minority populations, low-income populations, the elderly, persons with disabilities, and all affected Title VI populations.

Authorities

The authorities applicable to Hays County Title VI program are as follows:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252) - prohibits discrimination on the basis of race, color, national origin;
- Federal-Aid Highway Act of 1973 (23 U.S.C. §324 *et seq.)* - prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794 *et seq.*) - prohibits discrimination on the basis of disability;
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*) - prohibits discrimination on the basis of age;
- Civil Rights Restoration Act of 1978 (100 P.L. 259; 102 Stat. 28) – clarifies scope of coverage of Civil Rights Act of 1964 and related statutes to extend to all programs and activities of a recipient of federal assistance;
- Americans with Disabilities Act of 1990 (ADA), as amended (42 U.S.C. §12101 *et seq.*) - prohibits discrimination on the basis of disability;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act), as amended (42 U.S.C. §4601);
- The National Environmental Policy Act of 1969 (42 U.S.C. § 4321).

In addition, there are numerous implementing regulations associated with the above by respective federal agencies and Executive Orders that may also affect how the requirements are addressed, as well as State of Texas implementing requirements:

- 49 C.F.R. Part 21 (entitled *Nondiscrimination in Federally-Assisted Programs of the Department Of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964*);
- 49 C.F.R. Part 27 (entitled *Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance*);
- 49 C.F.R. Part 28 (entitled *Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation*);
- 49 C.F.R. Part 37 (entitled *Transportation Services for Individuals with Disabilities (ADA))*;
- 23 C.F.R. Part 200 (FHWA's Title VI/Nondiscrimination Regulation);

- 28 C.F.R. Part 35 (entitled *Discrimination on the Basis of Disability in State and Local Government Services*);
- 28 C.F.R. Part 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- Executive Order 12898, 3 C.F.R. 859 (1995), entitled "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," emphasizes that Federal agencies should use existing laws to achieve Environmental Justice, in particular Title VI, to ensure nondiscrimination against minority populations.
- Executive Order 13166, 3 C.F.R. 289 (2001) on Limited-English-Proficiency, according to the U.S. Department of Justice in its Policy Guidance Document dated August 16, 2000 (65 Fed. Reg. at 50123), clarifies the responsibilities associated with the "application of Title VI's prohibition on national origin discrimination when information is provided only in English to persons with limited English proficiency."
- Texas Administrative Code §9.4, Civil Rights – Title VI Compliance.

As a recipient of federal funds, the County must comply with Federal and State laws, and related statutes, to ensure equal access to all persons, with respect to its programs and activities, without regard to race, color, national origin, gender, age, or disability. Every effort will be made to prevent discrimination in any County-sponsored program or activity, whether those programs and activities are federally funded or not. The County will also establish procedures to make sure that the County's contractor's and sub-recipients adhere to Federal and State laws and include in all written agreements or contracts assurances that the sub-recipient must comply with Title VI and other related statutes. The County shall monitor its sub-recipients for voluntary compliance with Title VI. In the event that non-compliance is discovered, the County will make a good faith effort to ensure that the sub-recipient corrects any such deficiencies.

Title VI/Nondiscrimination Policy Statement

Hays County, as a recipient of Federal financial assistance and under Title VI of the Civil Rights Act of 1964 and related statutes, ensures that no person shall, on the grounds of race, religion (where the primary objective of the financial assistance is to provide employment per 42 U.S.C. § 2000d-3), color, national origin, sex, age or disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any Hays County programs or activities.

The nondiscrimination statement signed by current Hays County Judge Bert Cobb, M.D. was approved by the Hays County Commissioners Court on March 12, 2013 and is included as ***Attachment A*** to this document. It illustrates the commitment of the County to abide by provisions of nondiscrimination in its operations. The Policy Statement will be updated whenever requirements for Title VI/Civil Rights change and/or when a new County Judge assumes office. The Policy Statement will be prominently posted on the Hays County Website for the general public to view and circulated to all internal departments, as well as shared and reviewed with all new employees during the orientation training required for new hires.

Title VI/Nondiscrimination Assurances

Agencies that receive federal funds must provide assurances that establish and demonstrate full and affirmative compliance with Title VI of the Civil Rights Act of 1964 and other applicable nondiscrimination authorities. For example, 23 C.F.R. 200.9(a)(1) requires assurances from the Texas Department of Transportation (TxDOT) that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the recipient receives Federal assistance from the U.S. Department of Transportation (USDOT), including the FHWA. TxDOT in turn is required under 23 CFR 200(b)(7) to conduct Title VI program reviews of Federal-aid highway fund recipients to ensure that Title VI and associated requirements are met. TxDOT requires such recipients to execute a USDOT Standard Title VI Assurances form as a condition of receiving federal financial assistance so that both parties are in compliance with the requirements.

Hays County, as a recipient of federal funds administered through TxDOT, has signed the Standard Title VI/Nondiscrimination Assurances document and it is included as ***Attachment B*** of this Plan. A new Assurances form will be completed and submitted to TxDOT either 1) every three years; 2) within 30 days of when a new County Judge takes elective office; or 3) when the form/content is modified and updated by USDOT/TxDOT or pertinent congressional action.

Organization, Staffing & Administration for Title VI/Nondiscrimination

The Director of the Human Resources Department has been designated as the Title VI/ Nondiscrimination Coordinator for Hays County and this responsibility is included within the job description for this position. The Director reports directly to the Hays County Commissioners Court as indicated in ***Attachment C***. The Title VI/Nondiscrimination Coordinator will ensure compliance and implementation of Title VI and related nondiscrimination requirements for the County. The person shall work in close cooperation with other County offices including the Grants Administration Department, the County Auditor's Office/Purchasing Office, the Transportation Department, and other departments/offices as necessary in the administration of Title VI requirements, as well as the Office of General Counsel and Hays County Commissioners Court to ensure compliance with Title VI regulations.

Role and Responsibilities of the Title VI/Nondiscrimination Coordinator

The Title VI/Nondiscrimination Coordinator will ensure compliance with and facilitate the implementation of the Hays County nondiscrimination policy and associated laws and regulations of Title VI requirements. Specifically, the Title VI/Nondiscrimination Coordinator has the authority and responsibility to implement the civil rights program by, and not limited to:

- Being the focal point for Title VI implementation and monitoring of programs and/or activities receiving federal financial assistance;
- Ensuring that Title VI requirements are included in policy directives and that the procedures used have built in safeguards to prevent discrimination;
- Attending training on Title VI and other nondiscrimination authorities;
- Coordinating the development and implementation of a training program for staff on Title VI and associated statutes;
- Developing Title VI information for public dissemination and, where appropriate, in languages other than English;
- Recommending, developing, disseminating, monitoring, and pursuing policies and guidelines on the implementation of Title VI, in cooperation with other County departments;
- Assisting program personnel to correct Title VI related issues or discriminatory practices or policies found through self-monitoring and review activities;
- Developing procedures and materials for the processing of Title VI discrimination complaints and ensuring that all complaints of discrimination alleging non-compliance with Title VI are investigated and resolved in a fair and timely manner; and
- Assisting in the development and updates of the Title VI/Nondiscrimination Plan and associated Annual Work Plan & Accomplishments Report.

Title VI/Nondiscrimination Coordinator Contact Information

Director of Human Resources
Hays County Human Resources Dept.
712 S. Stagecoach Trail, Ste. 1063

San Marcos, Texas 78666
Phone: 512-393-2215

Role and Responsibilities of the Hays County Purchasing Office

The Hays County Purchasing Office, within the County Auditor's Office, shall ensure that the notifications included as ***Attachment B*** to this Plan, the U.S. DOT Standard Title VI Assurances form and more specifically Appendices A and E of the document, be included in all solicitations for bids for work or material, and as an associated component of the contract when the project involves U.S. Department of Transportation or other Federal funding. ***Attachment D***, Form FHWA 1273, will be attached to all construction contracts involving federal funding for $10,000 or more. Furthermore, the following notification will be inserted in all solicitations for bids, Requests for Proposals for work, or material subject to the Acts and the Regulations made in connection with all Department of Transportation programs, and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

> *"Hays County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."*

Role and Responsibilities of the Hays County Director of Transportation

The Hays County Director of Transportation will coordinate with the Hays County Title VI Coordinator to ensure compliance with Title VI requirements for TxDOT. The Director is also responsible for, directly or indirectly through contracted consultant services for transportation-related projects, but not limited to:

- Environmental Justice compliance for all TxDOT or other federally-funded transportation projects;
- Ensuring that Environmental Justice continues to be a component considered during Hays County Transportation Planning activities and included in the Hays County Transportation Plan;
- Ensuring that public outreach and public meetings for transportation projects address Title VI nondiscrimination requirements through accommodation of those with disability or language interpretation needs; and
- Assisting in the collection and analysis of data that will serve to address Title VI/nondiscrimination concerns and reporting requirements for TxDOT.

Role and Responsibilities for the Hays County Office of General Counsel

The Hays County Office of General Counsel will be involved primarily in the acquisition or transfer of land and/or property by Hays County, and should TxDOT or other federal funds be involved in the transactions, will ensure that:

- Clauses of ***Attachment B***, the U.S. DOT Standard Title VI Assurances, Appendix B are inserted as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to Hays County;
- Clauses set forth in ***Attachment B***, the U.S. DOT Standard Title VI Assurances, Appendix C and Appendix D, will be inserted as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by Hays County with other parties;
    1. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    2. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

Dissemination of the County's Title VI Policy

Hays County will disseminate its Title VI Nondiscrimination Policy Statement, Title VI Nondiscrimination Plan, and complaint procedures internally to staff via the County Intranet and externally to the general public, by including the information on the County's website (https://www.co.hays.tx.us/). The website will also provide access to forms to file external discrimination complaints under Title VI.

New County employees hired on or after October 1, 2017 will be informed of the provisions of Title VI, provided a copy of the Title VI Nondiscrimination Policy Statement, and will be required to sign an Acknowledgement of Receipt during New Employee Orientation.

All subcontractors and vendors who receive payments from Hays County where funding originates from any federal assistance are subject to the provisions of Title VI of the Civil Rights Act of 1964 and 49 CFR Part 21. Written contracts shall include the required nondiscrimination language, either directly or through the bid specification package which becomes an associated component of the contract.

Additional information relating to nondiscrimination obligations and information on filing complaints can be obtained from the County's Title VI/Nondiscrimination Coordinator located in the Hays County Human Resources Department.

Limited English Proficiency (LEP) Plan

Purpose and Authority

The purpose of this Limited English Proficiency (LEP) Plan is to clarify the responsibilities of Hays County departments receiving federal financial assistance and to assist them in fulfilling their responsibilities to LEP persons. This Plan also serves to show the Hays County commitment to ensure meaningful access to all Hays County programs by individuals with limited English proficiency. An LEP individual is defined as a person who does not speak English as his or her primary language and has a limited ability to speak, read write, or understand the English language.

All Hays County department heads and elected officials overseeing programs or activities receiving federal financial assistance must make a meaningful attempt to provide LEP persons with a means of effective communication.

Authority for this LEP accommodation comes from the Title VI provisions of the Civil Rights Act of 1964, as amended, wherein *"No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."* Executive Order 13166 of August 11, 2000, "Improving Access to Services for Persons with Limited English Proficiency", provides further direction to federal agencies and recipients of federal financial assistance with the intent to ". . . improve access to federally conducted assisted programs and activities for persons who, as a result of national origin, are limited in their English proficiency".

LEP Policy Statement

It is the policy of Hays County to provide timely meaningful access for LEP persons to all County programs and activities. Language assistance services shall be provided to persons with LEP whenever a person with LEP requests language assistance services, as set forth herein.

LEP Plan Summary

Hays County has developed the Limited English Proficiency Plan to help identify reasonable steps for providing language assistance to persons with limited English proficiency who wish to access services, program, and /or activities provide by the County. This plan details procedures on how to identify a person who may need language assistance, the ways in which assistance may be provided, training staff, how to notify LEP persons that assistance is available, and information for future plan updates. The U.S. Department of Justice (DOJ), Civil Rights Division, in tandem with Executive Order 13166 above, published guidance in the Federal Register (65 FR 50123) on reasonable steps to help develop meaningful LEP access to agency information and services provided by the agency. Final guidance was issued by DOJ on June 18, 2002 (67 FR 41455) to assist in addressing LEP compliance, including what has been termed the "four-factor analysis". To decide what reasonable steps Hays County departments should take to provide meaningful access for LEP persons, the County has selected the four factors recommended by the DOJ to consider in developing the LEP Plan:

1. The number or proportion of LEP persons likely to be served or encountered by the Hays County program, activity or service;
2. The frequency with which LEP individuals come in contact with the County program, activity or service;
3. The nature and importance of the program, activity or service provided by the County, and;
4. The resources available to the County and overall cost.

A brief description of the above consideration is provided in the following section.

Four-Factor Analysis

The following four-factor analysis will serve as a guide or framework to determine reasonable language assistance and accommodation efforts to address the needs of the LEP population:

1. The number or proportion of LEP persons likely to be served or encountered by the Hays County program, activity or service.

   Hays County and County departments will use various methods to identify LEP persons with whom they have contact. These may include:

   - Current and past experiences with LEP persons encountered by County staff in the various departments and offices;
     - The number and type of such encounters will be periodically analyzed to determine the breadth and scope of the language services required.
   - Most recent U.S. Census Bureau data;
     - Hays County and County departments shall analyze data from the most recent U.S. Census Bureau data, regarding languages spoken in Hays County as well as those who self-identified that they spoke English less than "very well".

   Hays County has examined the U.S. Census Bureau, American FactFinder, 2011-2015 American Community Survey 5-Year Estimates data for "Language Spoken at Home" for Hays County, Texas, and was able to make the following approximations;

   - Of the County population 5 years and older comprising 166,535 individuals, 40,803 persons (or 24.5%) have reported that they speak a language other than English at home, and of the total population, 7.3% (12,188) have reported that they do not speak English "very well;
   - Spanish speakers comprised the largest language group of those not speaking English at home (36,722 persons, or approximately 93% of the non-English speakers), with 11,336 of these individuals (31%) reporting that they do not speak English "very well";
   - Other Indo-European language speakers included 2,240 individuals (1.3% of total population) not speaking English at home, with 345 individuals of this group (15.4%) speaking English less than "very well";

- Asian and Pacific Islander language groups include 1,560 individuals (0.9%) out of the total population, with 507 persons (or 32.5%) of this group reporting that they do not speak English "very well";
- "Other Language" speakers included 281 individuals, or approximately 0.2% of the total population, although none reported that they spoke English less than "very well".
- In summary, and considering the total population 5-years and older and those who do not speak English "very well", Spanish speakers make up the largest group with 11,336 persons (or 6.8% of total population), followed by Asian and Pacific Islander language groups numbering 507 persons (or 0.3% of total population), and Indo-European language groups including 345 persons (or 0.2% of total population).

2. The frequency with which LEP individuals come in contact with the County program, activity or service.

   In addition to research conducted to identify LEP persons in Hays County, County departments/offices will also annually compile information regarding the frequency of contact with LEP persons. The more frequent the contact and/or the number of requests for other languages other than English, the more likely that language services for a specific language will be needed.

   Actions taken for a department/office that serves a LEP person one time or occasionally will be different from those that serve LEP persons every day.

   All County departments/offices will assess the frequency with which staff has or could possibly have contact with LEP persons. This includes documenting phone inquiries and in person inquiries for LEP assistance or materials, requests for language interpreters or translated materials, and may include surveying public meeting attendees.

3. The nature and importance of the program, activity or service provided by the County.

   Hays County recognizes that within the range of programs and services it provides, the nature of some programs and services may be more important to LEP persons than others.

4. The resources available to the County and overall cost.

   Hays County departments/offices shall assess their available resources that could be used for providing LEP assistance. This shall include:

   - identifying what staff and volunteer language interpreters are readily available;
   - how much a professional interpreter and translation services would cost;
   - which documents should be translated;
   - which organizations the department could partner with for interpreter and translation services or outreach efforts;
   - which financial resources could be used to provide assistance, and;
   - what level of staff training is needed.

After analyzing the four factors, Hays County developed the LEP Plan outlined in the following sections for assisting LEP persons.

How to Identify a LEP Person Who Needs Language Assistance

Below are tools that may be used by Hays County departments/offices to help identify persons who may need language assistance:

- Have language identification cards or Census Bureau "I speak cards" at customer service counters in Hays County departments/offices that invite LEP persons to identify their language needs to staff. While staff may not be able to provide translation assistance at the initial contact with an LEP person, the cards are an excellent tool to identify language needs for future contacts.
- Posting notices in commonly encountered languages notifying LEP persons of language assistance to encourage LEP persons to self-identify.

Language Assistance Measures

When an interpreter is needed, in person or on the telephone, staff should first determine what language is required. Bilingual staff may be able to assist with communications with LEP persons. Each department/office should complete an Employee Language Report and return it to the Title VI/Nondiscrimination Coordinator. The Coordinator will compile a list of individuals who fluently write or speak a language other than English and distribute to the department heads and elected officials. If staff cannot assist, private interpreter services can provide translation services for a reasonable fee.

Use of informal interpreters, such as family or friends of the LEP person seeking services, or other customers, ***is discouraged***, with minor children generally prohibited from acting as interpreters. The use of informal interpreters shall be allowed at the insistence of the LEP person or in emergencies, but shall be documented and subject to approval of a supervisor.

No staff may suggest or require an LEP person provide an interpreter in order to receive services.

Staff Training

County department heads and elected officials are required to fully understand, direct staff to comply, and must implement the Title VI/Nondiscrimination Plan including the LEP Plan and to reinforce its importance. The Hays County Human Resources Department is also available to assist with information and training requests. All staff will be provided with the LEP Plan and will be educated on procedures and services available. LEP Plan information will also be a part of the staff orientation process for new employees. Training topics may include the following:

- Hays County LEP policy and procedures;
- Understanding Title VI LEP responsibilities;
- What language assistance services Hays County offers;
- Use of LEP Interpreter or Translation services;
- Documentation of language assistance requests; and

- How to handle a complaint.

Translation Services

The Hays County Title VI/Nondiscrimination Coordinator, in coordination with County departments/offices, will create and maintain a list of bilingual staff (and the languages they speak) to assist with translations.

Vital documents or vital information contained within a document, as determined at the discretion of the department/office, should be translated when a significant number or percentage of the LEP population is likely to be affected by the program/activity and it contains information that is critical for obtaining services and/or benefits, if the fee is reasonable and the department has the available resources.

Providing Notice of Available Language Services to LEP Persons

County departments/offices are encouraged to post signs that language assistance is available in public areas such as intake areas, customer service areas and other entry points to the department or office.

Statements may be placed in outreach documents indicating that language services are available from Hays County.

Monitoring and Updating of the LEP Plan

Hays County and County departments/offices will re-evaluate the LEP Plan on a regular basis. At a minimum, the plan will be reviewed and updated when data from the 2020 U.S. Census is available or when the Title VI/Nondiscrimination Coordinator begins acquiring statistically significant requests for interpretive or translation services in the County's service area. Consideration will be given to changes in demographics, types of services, or other needs when determining the frequency of the LEP Plan re-evaluations. Each reevaluation should examine all Plan components and assess the following:

- How many LEP persons were encountered and what languages?
- Were their needs met?
- What is the current LEP population in Hays County?
- Has there been a change in the types of languages where translation services are needed?
- Is there still a need for continued language assistance for previously identified Hays County programs? Are there other programs that should be included?
- Has Hays County's or a specific Hays County department's available resources, technology, staff, and financial costs changed?
- Has Hays County or a specific department fulfilled the goals of the LEP Plan?
- Were complaints received?
- Are identified sources of assistance still available and viable?

County department heads and elected officials must collect and maintain the data annually for the fiscal year ending on September 30 and provide the information to the Title VI/Nondiscrimination Coordinator by no later than 15 days following that date.

Dissemination of the LEP Plan

Hays County will post the LEP Plan on its website at https://www.hays.tx.us/ under the heading of "Plans, Policies and Reports". Copies of the LEP Plan will be provided to any person or agency requesting a copy. Any questions or comments regarding the LEP Plan may be directed to the Hays County Title VI/Nondiscrimination Coordinator at:

Hays County Human Resources Dept.
Hays County Government Center
712 S. Stagecoach Trail, Ste. 1063
San Marcos, Texas 78666
Phone: 512-393-2215

Environmental Justice Plan

Introduction

The purpose of this section is to delineate the Hays County plan for addressing Federal and state non-discrimination requirements as they relate to Environmental Justice, outlined under Title VI, Federal Executive Order 12898 and other related regulations and statutes.

To be effective, an environmental justice plan must incorporate comprehensive measures for including the public in legal and policy decisions related to environmental issues.

Environmental Justice Plan Purpose

Executive Order 12898, *Federal Actions to Address Environmental Justice in Minority Populations and Low-income Populations*, issued in February of 1994, requires a federal agency (*and by extension, the County in the receipt of federal funds or services*) to achieve Environmental Justice as a part of its mission by identifying disproportionately high and adverse human health or environmental effects of its program, policies, and activities on minority and low income populations. Environmental justice strategies as proposed by the U.S. Department of Transportation are to:

1. Avoid, minimize, or mitigate disproportionately high and adverse human health and environmental effects, including social and economic effects, on minority populations and low-income populations;
2. Ensure the full and fair participation by all potentially affected communities in the decision making process; and
3. Prevent the denial of, reduction in, or significant delay in the receipt of benefits by minority and low-income populations.

Definitions for the Environmental Justice Plan

The following definitions will apply when considering Environmental Justice populations and throughout this Nondiscrimination Plan:

Minority – those persons considered minorities are identified by the U.S. Census as people of African (Black), Hispanic, Asian, American Indian or Alaskan Native origin, or Native Hawaiian or other Pacific Islander origin, belonging to any of the following groups:

- Black – a person having origins in any of the black racial groups of Africa;
- Hispanic – a person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race;
- Asian – a person having origins in the Far East, Southeast Asia, or the Indian subcontinent;
- American Indian and Alaskan Native – a person having origins in any of the original people of North America, South America (including Central America), and who maintains cultural identification through tribal affiliation or community recognition;

- Native Hawaiian and Other Pacific Islander – a person having origins in any of the original peoples of Hawaii, Guam, Samoa or other Pacific Islands.

Minority Population – any readily identifiable groups of minority persons who live in geographic proximity, and if circumstances warrant, geographically dispersed/transient persons (such as migrant workers or Native Americans) who will be similarly affected by a proposed program, policy or activity.

Low Income – a person whose household income (or in the case of a community or group, whose median household income) is at or below the U.S. Department of Health and Human Services (HHS) poverty guidelines. The national poverty guidelines are issued annually by HHS and are available at: https://aspe.hhs.gov/poverty-guidelines.

Low-Income Population – any readily identifiable group of low-income persons who live in geographic proximity, and, if circumstances warrant, geographically dispersed/transient persons (such as migrant workers or Native Americans) who will be similarly affected by a proposed program, policy or activity.

Person with Disabilities – under the Americans with Disabilities Act of 1990, a qualified individual with a disability is a person that 1) has a physical or mental impairment that substantially limits one or more major life activities; 2) has a record of such impairment; or 3) is regarded as having such impairment.

Elderly – any persons 65 years of age or older.

Adverse Effects – the totality of significant individual or cumulative human health or environmental effects including interrelated social and economic effects, which may include, but are not limited to:

- Bodily impairment, infirmity, illness of death;
- Air, noise, and water pollution and soil contamination;
- Destruction or disruption of human-made or natural resources;
- Destruction or diminution of aesthetic values;
- Destruction or disruption of community cohesion or a community's economic vitality;
- Destruction or disruption of the availability of public and private facilities and services;
- Vibration;
- Adverse employment effects;
- Displacement of persons, businesses, farms, or nonprofit organizations;
- Increased traffic congestion, isolation, exclusion or separation of minority or low-income individuals within a given community or from the broader community;
- Denial of, reduction in, or significant delay in the receipt of benefits of the County programs, policies and activities.
  (FHWA Order 6640.23A, *FHWA Actions to Address Environmental Justice in Minority Populations and Low-Income Populations*, June 14, 2012.)

Disproportionately High and Adverse Effect on Minority and Low-Income Populations – An adverse effect that:

(1) Is predominately borne by a minority population and/or a low-income population; or

(2) Will be suffered by the minority population and/or low-income population and is appreciably more severe or greater in magnitude than the adverse effect that will be suffered by the nonminority population and/or non-low-income population.

Identification of Minority and Low-Income Populations

Hays County will utilize data from the U.S. Census Bureau, public outreach (scoping meetings, public meetings, and public hearings), information on poverty guidelines from the Department of Health and Human Services, and local agency coordination (including, but not limited to MPO's [Capital Area Metropolitan Planning Organization, Capital Area Council of Governments], local elected officials, county and city government departments, etc.) to establish demographic characteristics and trends. The data will be used to identify and engage traditionally underserved populations, including those covered under existing Environmental Justice (EJ) policies, as well as populations with Limited English Proficiency (LEP).

Hays County Demographics

Hays County is one of the fastest growing counties in Texas, located just south of Austin in Central Texas. In 2016, the County population was estimated at 194,730 persons, a 23.9% increase from the 2010 decennial Census figure of 157,107 persons (U.S. Census Quick Facts, 2015). Of this population:

- 90.7% are White (55.5% are White alone, and 37.6% are Hispanic or Latino)
- 4.2 % are Black
- 1.6% are Asian
- 1.2% are American Indian and Alaska Native
- 0.2 % are Native Hawaiian or Other Pacific Islander, and
- 2.1 % identify as Two or More Races

Given the above numbers, approximately 45.5% of the population of Hays County is to be considered minority. About 10.3% of the population falls into the category of age 65 or over (elderly), and those under 65 years of age with a disability account for approximately 7.2% of the population. The number of persons at or below the poverty level is approximately 13.6% and the median household income is $58,583.

Hays County Environmental Justice Planning

Environmental Justice (EJ) is the fair treatment of all people and providing for meaningful public involvement of all people, regardless of race, color, national origin, or income in the government decision-making process. Hays County departments/offices will be asked to do the following when considering a program/project:

- When planning specific programs or projects, identify those populations that will be affected by a given program or project;

- If a disproportionate effect is anticipated, follow mitigation procedures;
- If mitigation options do not sufficiently eliminate the disproportionate effect, discuss and, if necessary, implement reasonable alternatives;
- Each department/office will oversee this process and review the final resulting project documents to ensure compliance with federal regulations.

The department/office will take the following steps when engaging in any federally-funded program or activity which may have any adverse human health or environmental effect:

STEP ONE: Determine if an underserved population group is present within the project area. If a conclusion is that no underserved population group is present with the project area, document how the conclusion was reached. If the conclusion is that there are underserved population groups present, proceed to Step Two.

STEP TWO: Determine whether project impacts associated with the identified underserved populations are disproportionately high and adverse. In doing so, refer to definition section "Adverse Effects". If it is determined that there are disproportionately high and adverse impacts to an underserved population, proceed to Step Three.

STEP THREE: Propose measures that will avoid, minimize and/or mitigate disproportionately high and disproportionately adverse impacts and provide offsetting benefits and opportunities to enhance communities, neighborhoods and individuals affected the proposed project. Include public participation of the affected population per the Public Participation Plan. Consider the following:

- Are there alternatives to the proposed action that would avoid or reduce the impacts to the low income or minority populations?
- Considering the overall public interest, is there a substantial need for the project?
- Will the alternatives that would satisfy the need for the project and have less impact on protected populations (a) have other social, economic or environmental impacts that are more severe than those of the proposed action and/or (b) have increased costs of extraordinary magnitude?

STEP FOUR: Document all findings, determinations, or demonstrations. The department will document:

- Other reasonable alternatives that were evaluated and that were eliminated for reasons such as the alternatives impacted a far greater number of people or did greater harm to the environment, etc.;
- The project's impact is unavoidable;
- The benefits of the project far outweigh the overall impacts; or
- Mitigation measures are being taken to reduce the harm to low income or minority populations.

The department/office must maintain a record of findings made and actions taken in regards to Environmental Justice requirements. These records should be made available to the Title VI Coordinator by the end of the County fiscal year (September 30).

Record Keeping

The department/office will maintain records evidencing its environmental justice compliance, which include, but are not limited to, its findings and determinations. The department/office shall maintain these records for four years after the project or program is completed or following requirements of the Texas Library and Archives Records Retention Schedules, whichever is longer.

Public Participation Plan

The Public Participation Plan (PPP) demonstrates how the County provides opportunities for public review and comment at key decision points during the planning process for programs and projects. The process consists of open discussion of planning documents in local government forums, public meetings, informational exhibits, published notices and, if required, public hearings.

The goals of the Hays County Public Participation Plan are to:

- Provide County departments/offices with a framework to develop meaningful public participation;
- Provide opportunity for interested parties to identify environmental and otherconcerns;
- Encourage public participation opportunities for a wide and varied audience, including traditionally underserved groups;
- Obtain meaningful public input and participation to inform the planning and decision-makers; and
- Inform and educate stakeholders and interested parties.

Types of Public Participation Activities

To ensure a rich and diverse public participation process, impacted parties must be informed and educated on programs, projects planned, and projects underway. The public participation plan should be developed early in the process. The following strategies can be utilized by the County departments/ offices to ensure that interested parties receive timely information in a variety of formats. Each department will determine the best form of communication for their programs.

1. Commissioners Court Meetings

   Citizens may be present during any of the Commissioners Court meetings. County departments/offices may have an item placed on the Commissioners Court Agenda, through the sponsorship of the County Judge or Precinct Commissioners, for consideration. These items may take the form of: 1) a "*Presentation*" in which proposed programs or projects are presented for general knowledge and which are generally of limited time duration; 2) a "*Workshop*" for more in-depth review of a program or project, with a question and answer format and/or input by the Commissioners Court and possibly stakeholders and the general public; 3) a "*Public Hearing*" wherein comment is taken from the general public for consideration by the Commissioners Court, with or without subsequent action, or 4); an "*Action Item*" item wherein the Commissioners Court is requested to make a specific decision or determination regarding a program, project, or policy.

   The Commissioners Court meeting also offers the public an opportunity to bring topics and issues of interest to the Commissioners Court member's attention. Each regular meeting includes a "*Public Comments*" opportunity that allows citizens three minutes each to speak on a topic. A citizen can sign up to speak by completing a "Public Participation/Witness Form" and submitting the form to County Clerk staff present prior to the commencement of the meeting of Commissioners Court. Responses by Court

members are limited under this item, however, and generally discussion is not appropriate under this heading.

2. Public Outreach

   The methods of gathering and implementing public participation for a planning process may differ widely, depending on the type and scope of a project or program. Partnerships with Community-based organizations provide the opportunity to connect with specific audiences and are an integral part of identifying and reaching out to under-represented groups. County departments/offices can contact specific organizations to provide these groups with project information and encourage them to become involved. Community-based organizations are groups that serve a broad range of community interests. Organizations include senior centers; civic groups; business organizations; community development corporations, churches and other faith-based organizations; service clubs; schools that provide English as a second language programs; service providers for youths, families, and persons with disabilities; and many others.

3. Websites

   The County maintains a website containing general information and can continuously update information about programs and projects. Many County departments/offices have specific pages within the County site that can also be utilized to post information. Contact information such as an email address can be included in these postings as an avenue for public input and comment.

4. Publications

   County departments/offices should develop a stakeholder list with contact information for organizations and individuals. Electronic newsletters can quickly and easily disseminate information to contact lists.

5. Media Campaigns

   A comprehensive regional media campaign can be used when outreach is needed to the broader community, if fees are reasonable and the department/office has the available resources. A media campaign might include press releases; public service announcements; press conferences with community leaders; feature articles; or interviews, depending on the nature of the project and the resources available. To ensure media exposure, the department/office could buy advertisements but should do so strategically to keep costs low.

6. Scheduled Community Meetings

   The need for scheduled community meetings during the life of the project or program will vary. A construction project, for example, could have scheduled meetings during project development, design, at the start of construction, and at various times during construction. Meetings for the development of plans may take a slightly different format. Each department/office will make the determination of what is needed.

   Selection of Meeting Places: When determining locations and schedules for public meetings, the department/office will:

- Schedule meetings at times and locations that is convenient and accessible for minority, low-income, and Limited English Proficient (LEP) communities;
- Employ different meeting sizes and formats including town hall type meeting formats;

- Coordinate with community organizations, educational institutions, and other organizations to implement public engagement strategies that reach out specifically to members of affected minority, low-income, and/or LEP communities;
  - Provide opportunities for public participation through means other than written communication, such as one-on-one interviews;
  - Meetings are conducted in locations that are always ADA accessible and convenient to public transit, when possible;
  - Sign language interpreter requests can be accommodated if requested in advance. Each department will determine the amount of notice required.

7. Direct Notification

   The use of door to door delivery of information should be used when required by federal, state or local law or depending on the nature of the program, project, or activity and the resources available.

8. Social Media

   Hays County maintains social media and social networking websites including Facebook and Twitter. It is important to choose the social media and networking platforms that have the best chance of reaching the intended audience. Coordination with the Hays County Communications Manger should be conducted to structure these releases.

9. State, Federal and Regional Organizations

   The County receives funding through various state and federal agencies with their own public participation plans. It is important to coordinate with these organizations to determine what information they may be able to distribute through various channels. Also, consider potential resources such as the Capital Area Regional Council of Governments or the Capital Area Metropolitan Planning Organization for information distribution and feedback, depending on the type of program or project contemplated.

Use of Public Comment

All public input should be derived from as diverse a range of sources as possible. At the department's discretion, as appropriate and whenever possible, public comments may be used to revise work scopes, plans, and programs.

Effectiveness Assessment

County departments/offices should use the information obtained through its public outreach efforts to review the effectiveness and progress of its programs. In turn, the public participation plan should be updated periodically to ensure compliance with Title VI of the Civil Rights Act of 1964 and executive orders for Environmental Justice and individuals that are Limited English

Proficient. The Title VI/Nondiscrimination Coordinator will be responsible for coordinating any plan updates with input from the various County departments/offices.

Records Retention

The department/office will maintain records evidencing its public participation plan/public outreach efforts for four years after the project or program is completed or per requirements of the Texas Library and Archives Records Retention Schedules, whichever is longer.

Data Collection/Reporting/Analysis

Statistical data on race, color, national origin, gender, age, disability, and limited English proficiency of participants in and beneficiaries of federally-funded programs and projects will be gathered annually and analyzed to determine the benefits and burdens to the affected populations, including minority and low-income populations. Beneficiaries include relocated persons, impacted citizens, and affected communities. Hays County department heads/elected officials will use surveys, questionnaires, and/or Census data and maps to perform the following:

1. Analyze the population benefitting from a project, including analyzing the benefits to traditionally underserved populations, if any;
2. Identify the population burdened by the projects, including traditionally underserved populations;
3. Perform a language needs assessment;
4. Determine how best to disseminate information to the affected populations;
5. Determine how best to prioritize investments;
6. Analyze the impact of the investment; and
7. Take affirmative measures to eliminate discrimination if found and ensure nondiscrimination.

Procedures will be reviewed annually to ensure sufficiency of the data in meeting the requirements of the Title VI program. Data collection and analysis results will be included in the *Title VI/Nondiscrimination Annual Work Plan & Accomplishment Report.*

Data Collection

Potential sources for data can include, among others:

- Census Data
- School Districts
- Forms or Surveys
- Land Use Plans
- Geographic Information Systems
- Transportation Models
- Regional Planning Organizations (e.g., CAMPO, CAPCOG, and Others)
- Hays County Transportation Plan and Updates as Issued

Analyses

Types of analyses to address compliance with Title VI could potentially include items such as:

- Percent of benefits allocated to persons below poverty line versus persons above poverty line.

- Distribution of benefits (dollars, facilities, systems, projects) by groups and communities.
- Impact of investments on income, race, sex, disability, and age groups.
- Projected population increases versus planned facilities and type of facilities.
- Impact of location of existing or proposed facilities connected with the project.
- Alternatives to modes and locations and types of facilities.
- Language needs assessment.
- Transportation needs of all persons within boundaries of plans or projects.
- Impacts and persons impacted.
- Persons to include in the decision making process.
- Strategies to address impacts.
- Priorities for investments.
- Sources for financing investments.
- Strategies to disseminate information.

Many of the analyses above, as well as additional strategies, are or could be incorporated into periodic updates of the *Hays County Transportation Plan* and/or the Capital Area Regional Planning Organization *CAMPO 2035 Regional Transportation Plan*, 2010. The Hays County Transportation Plan may be found at:

https://www.co.hays.tx.us/Data/Sites/1/pdf/transportationplan/Report_Final_6-25-13.pdf

When determining compliance with Title VI, Hays County will consider the following:

- The manner in which services are or will be provided and the related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination.
- The population eligible to be served by race, color, national origin, sex, age, disability, or income status.
- Data regarding covered employment, including use or planned use of bilingual public contact employees servicing beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English.
- The location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of unnecessarily denying access to any persons on the basis of prohibited discrimination.
- The present or proposed membership by race, color, national origin, sex, disability, age, or income status in any planning or advisory body which is an integral part of the program.

- Where location is involved, the requirements and steps used or proposed to guard against unnecessary impact on persons on the basis of race, color, national origin, sex, disability, age, or income status.

TitleVI/Nondiscrimination Complaint Processing

The complaint procedures apply to the beneficiaries of County programs, activities and services, including but not limited to the public, contractors, sub-contractors, consultants, and other sub-recipients of Federal and state funds as related to Title VI compliance. These procedures do not deny the right of the complainant to file formal complaints with other state or federal agencies or to seek private counsel for complaints alleging discrimination.

Procedures

Any person who, based on race, religion, color, national origin, gender, age, or disability, believes that they have been excluded from participation in, denied the benefits of, or been subjected to discrimination in any service, program or contract operated by the County or its sub-recipients, consultants and contractors may bring forth a discrimination complaint under Title VI. Only complaints based on the complainant's protected status will be considered under Title VI. The complainant may file a signed, written complaint up to 180 calendar days for the date of the alleged act of discrimination or the date the person(s) became aware of the alleged act(s) of discrimination. The complaint should include the following information:

- Complainant name, mailing address, and a method of contact (i.e., telephone number, email address, etc.);
- How, when, where and why the alleged discrimination occurred. Include the location, names and contact information of any witnesses; and
- Other information that the complainant deems significant.

The Title VI complaint forms included in this Plan (***Attachment E***), in English and Spanish versions, can be used to submit the complaint information. Complaint forms can also be obtained at the Hays County Human Resources Office or online at https://www.co.hays.tx.us/.

To request additional information on Hays County's nondiscrimination obligations, to file a Title VI complaint, or to request a complaint form, please submit a written request or complaint to:

Title VI/Nondiscrimination Coordinator
Hays County Human Resources
712 S. Stagecoach Trail, Ste. 1063
San Marcos, Texas 78666

Complaint Process

Hays County will begin an investigation within fifteen (15) working days of receipt of a complaint alleging discrimination based on race, color, national origin, gender, age or disability for a service or benefit provided by the County and will be directly addressed by the County. The County shall also provide appropriate assistance to complainants, including those persons with disabilities, or who may be limited in their ability to communicate in English.

Transportation related discrimination complaints filed under Title VI with Hays County in which the County or its sub-recipients are named as the respondent shall be forwarded to TxDOT for investigation within 10 calendar days of receipt of the complaint.

In cases where the complainant is unable or incapable of providing a written statement, a verbal complaint may be made to the Title VI Coordinator. The Title VI Coordinator will interview the complainant and if necessary assist the person in converting a verbal complaint to writing. All complaints must, however, be signed by the complainant or his/her representative. Complainants shall state, as fully as possible, the facts and circumstances surrounding the alleged discrimination.

The County shall make every effort to address all complaints in an expeditious and thorough manner and will contact the complainant in writing no later than thirty (30) working days after receipt of complaint for additional information, if needed. The complaint will be copied, filed and logged. If the complainant fails to provide the requested information in a timely basis, Hays County may administratively close the complaint.

Hays County will complete the investigation within ninety (90) calendar days of receipt of the complaint. If additional time is needed for investigation, the complainant will be contacted. A written investigation report will be prepared by the Title VI/Nondiscrimination Coordinator. This report shall include a summary description of the incident, findings and recommended corrective action. External discrimination complaints filed under Title VI against Hays County in which Hays County or its sub-recipient is named as the respondent shall be forwarded to the applicable federal funding agency for investigation within 10 calendar days.

Disposition of Complaint

A final written response letter will be provided to the complainant and the respondent or the respondent department. If the letter notifying complainant states that the complaint is not substantiated, the complainant will also be advised of his or her right to appeal with the County within five (5) working days from receipt of the closing letter or that they may file a complaint externally with the U.S. Department of Transportation or other applicable federal agency. If there is no appeal or no findings, the complaint will be closed. If required, the investigation report will be forwarded to the appropriate state or federal agency. Regardless of disposition, the County will maintain a complaint log that records pertinent information regarding the issue and resolution.

Complaint Logs

The Title VI/Nondiscrimination Coordinator shall maintain a log of any external discrimination complaints or lawsuits filed naming Hays County that alleges discrimination with respect to Title VI concerns (see ***Attachment F***). The log shall include information on each complainant to include:

- The identity of the complainant;
- The recipient;
- The race, color, gender and national origin of the complainant;
- The nature of the complaint;
- The date the complaint was filed;
- A summary of the allegation;

- The date the investigation was completed;
- The disposition;
- The date of the disposition, including whether the parties to a lawsuit have entered into a consent decree; and
- Any other pertinent information (such as age or disability).

Role and Responsibilities of Department Head or Elected Official (under this section)

All Title VI complaints must be forwarded to the Title VI Coordinator to investigate, regardless of whether the Department head or elected official is required to conduct a separate investigation. The Title VI Coordinator's investigation does not supplant any other statutory obligation to investigate. The Department head/elected official must:

- Post the Title VI Complaint Procedure and Complaint Form (***Attachment D***) in a conspicuous location within their building or department, whereby the public and employees have access to the information;
- Refer any Title VI complaint to the Title VI Coordinator within 48 hours of receipt;
- Maintain a log of Title VI complaint received (***Attachment E***) and forward the log of Title VI complaints to the Title VI Coordinator by the 1st of each month if a complaint has been filed.

Record Keeping

The Title VI Coordinator/Human Resources Department will maintain records that include, but are not limited to:

- Signed acknowledgements of receipt from the employees indicating the receipt of the Hays County Title VI Plan and Limited English Proficiency Plan;
- Copies of the Title VI complaints or lawsuits and related documentation;
- Compliance records, and records of correspondence to and from complainants; and
- Title VI investigations.

The records shall be maintained for a period of four years or pursuant to the requirements of the Texas State Library and Archives Commission, Records Retention Schedules, whichever is longer.

Annual Work Plan & Accomplishments Report Process

1. The Hays County Title VI/Nondiscrimination Plan will be communicated to each County Department Head and elected official who will review the plan with departmental employees.
2. The County's Title VI Plan and Policy Statement will be published on the County's website. The Policy Statement will also be posted in conspicuous locations in County buildings.
3. Appendix A through E of the Assurances, including the Form FHWA 1273, will be included in all County contracts with Federal funding as outlined in the Title VI/Nondiscrimination Plan.
4. Procedures for responding to individuals with Limited English Proficiency will be implemented.
5. All County employees will made aware of the LEP procedure and the Title VI complaint procedure.
6. All County departments/offices will be made aware of the procedure for compliance with environmental justice.
7. The following data will be collected and reviewed in the annual report produced by the Title VI/Nondiscrimination Coordinator and transmitted to TXDOT:
   - Complaints – The number of Title VI complaints received; nature of the complaints; resolution of the complaints.
   - LEP Needs – Number of requests for language assistance or number of instances in which language assistance was required, and the outcome of these requests.
   - Environmental Justice – Environmental Justice efforts engaged in for the year and any mitigation measures, including public participation efforts.
8. The County's Title VI/Nondiscrimination Annual Work Plan & Accomplishment Report will be submitted to TXDOT annually (based on the date of approval of the Title VI plan). The Report will provide an updated status on the County's implementation and monitoring of the Title VI/Nondiscrimination Plan.

Attachments

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Attachment A

Title VI/Nondiscrimination Policy Statement

Title VI and Related Statutes
Nondiscrimination Policy Statement

Hays County, as a recipient of Federal financial assistance and under Title VI of the Civil Rights Act of 1964 and related statutes, ensures that no person shall, on the grounds of race, religion (where the primary objective of the financial assistance is to provide employment per 42 U.S.C. § 2000d-3), color, national origin, sex, age or disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any Hays County programs or activities.

Bert Cobb, M.D.
Hays County Judge

Adopted by the Hays County Commissioners Court this the 12th day of March, 2013.

ATTEST:
Liz Q. Gonzalez
Hays County Clerk

COMMISSIONERS COURT
HAYS COUNTY, TEXAS

Attachment B

The United States Department of Transportation (USDOT) Standard Title VI/NonDiscrimination Assurances DOT Order No. 1050.2A

The County of Hays (herein referred to as the "Recipient"), **HEREBY AGREES THAT,** as a condition to receiving any Federal financial assistance from the United States Department of Transportation (DOT), through the Federal Highway Administration (FHWA), is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252),(prohibits discrimination on the basis of race, color, national origin);
- 49 Code of Federal Regulations (CFR) Part 21 (entitled *Nondiscrimination In Federally-Assisted Programs Of The Department Of Transportation-Effectuation Of Title VI Of The Civil Rights Act Of 1964);*
- 28 CFR §50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

> *"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity," for which the Recipient receives Federal financial assistance from USDOT, including the Federal Highway Administration.*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Nondiscrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973) by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally-assisted USDOT programs:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all USDOT programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

   "The County of Hays, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
   (a) for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
   (b) for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:

(a) the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which the Recipient retains ownership or possession of the property.

9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the Recipient also agrees to comply (and require any sub- recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the USDOT access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the USDOT. You must keep records, reports, and submit the material for review upon request to USDOT, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The Recipient gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the USDOT under all Department of Transportation programs. This ASSURANCE is binding on the County of Hays, other recipients, subrecipients, subgrantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in all Department of Transportation programs. The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

County of Hays

(Name of Recipient)

By:

Bert Cobb, M.D., Hays County Judge

Dated: 3-15-2017

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

   (a) withholding payments to the contractor under the contract until the contractor complies; and/or
   (b) cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance4:

NOW, THEREFORE, the U.S. Department of Transportation (USDOT) as authorized by law and upon the condition that the County of Hays will accept title to the lands and maintain the project constructed thereon in accordance with all applicable federal statutes, the Regulations for the Administration of all USDOT programs, and the policies and procedures prescribed by the Federal Highway Administration (FHWA) of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, USDOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the USDOT pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the County of Hays all the right, title and interest of the USDOT in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the County of Hays and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the County of Hays, its successors and assigns.

The County of Hays, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the County of Hays will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Recipient pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

   1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, the County of Hays will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the County of Hays will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the County of Hays and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/ agreements entered into by the County of Hays pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Nondiscrimination covenants, the County of Hays will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Nondiscrimination covenants, the County of Hays will there upon revert to and vest in and become the absolute property of the County of Hays and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

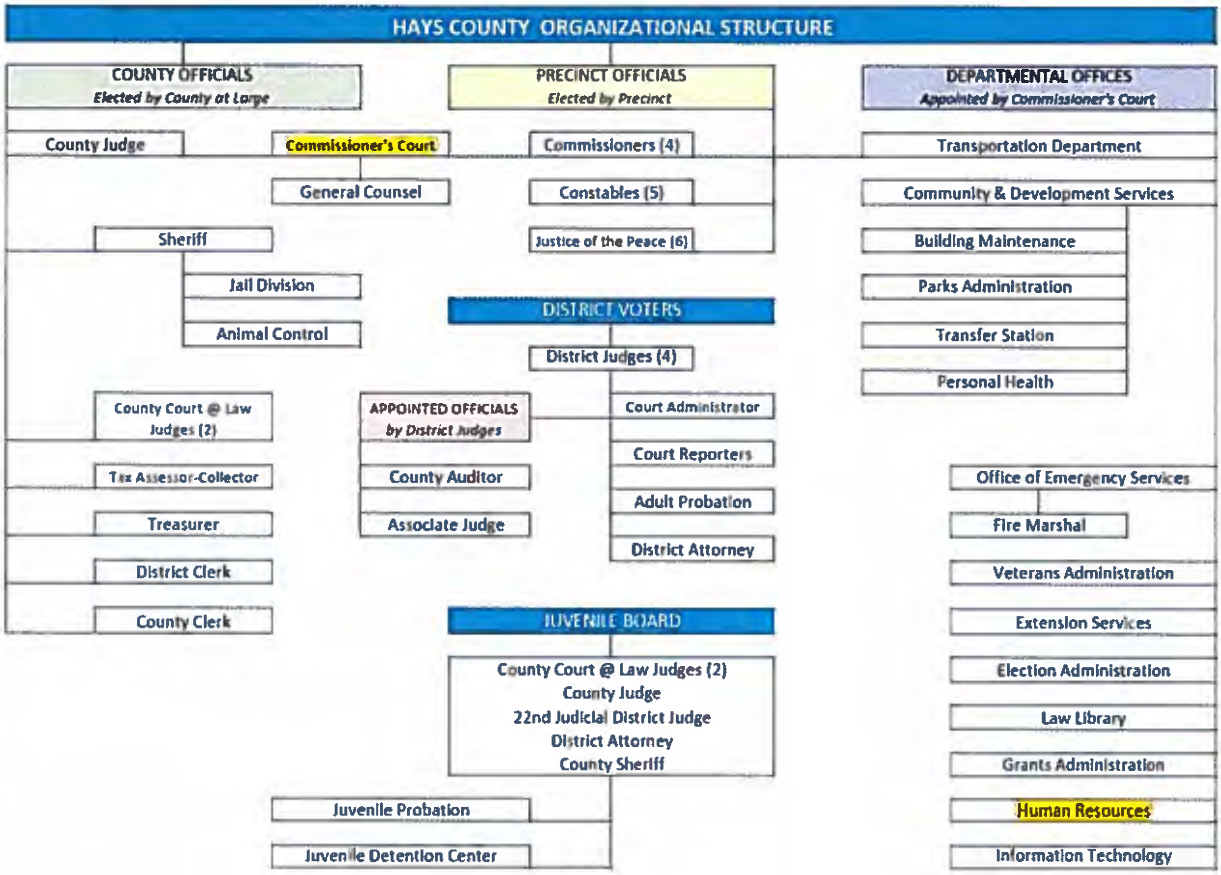
APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC§ 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 - 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

Attachment C



REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

Attachment D

FHWA-1273 -- Revised May 1, 2012

I. General
II. Nondiscrimination
III. Nonsegregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Governmentwide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et

seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should

reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV.

The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. **Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it 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 the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters 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, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it 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 the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters 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, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. 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 Federal 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

Attachment E

EXTERNAL DISCRIMINATION COMPLAINT FORM

Last Name		First Name	
Mailing Address		City	State	Zip
Telephone	Alternate Telephone	E-mail Address	

Please indicate the basis of your complaint:

☐ Race _____ ☐ Age _____ ☐ National Origin _____

☐ Color _____ ☐ Gender _____ ☐ Disability _____

Date and place of alleged discriminatory action(s). Please include the earliest date of discrimination and the most recent date of discrimination.

How were you discriminated against? Describe the nature of the action, decision, or conditions of the alleged discrimination. Explain as clearly as possible what happened and why you believe your protected status (basis) was a factor in the discrimination. Include how other persons were treated differently than you. (Attach additional pages, if necessary).

The law prohibits intimidation or retaliation against anyone because he/she has either taken action, or participated in action, to secure rights protected by these laws. If you feel that you have been retaliated against, separate from the discrimination alleged above, please explain the circumstances below. Explain what action you took which you believe was the cause for the alleged retaliation.

Names of individuals responsible for the discriminatory actions(s):

Names of persons (witnesses, fellow employees, supervisors, or others) whom we may contact for additional information to support or clarify your complaint: (Attach additional pages, if necessary).

	Name	Address	Telephone
1.			
2.			
3.			
4.			

Have you filed, or intend to file, a complaint regarding the matter raised with any of the following? If yes, please provide the filing dates. Check all that apply.

- ☐ U.S. Department of Transportation _____
- ☐ Federal Highway Administration _____
- ☐ Federal Transit Administration _____
- ☐ Office of Federal Contract Compliance Programs _____
- ☐ U.S. Equal Employment Opportunity Commission _____
- ☐ U.S. Department of Justice _____
- ☐ Other _____

Have you discussed the complaint with the Hays County representative? If yes, provide the name, position, and date of discussion.

Briefly explain what remedy, or action, you are seeking for the alleged discrimination.

Please provide any additional information and/or photographs, if applicable, that you believe will assist with an investigation.

We cannot accept an unsigned complaint. Please sign and date the complaint form below.

_____ _____

Complainant's Signature **Date**

FOR OFFICE USE ONLY

Date Complaint Received: _____ Case #: _____

Processed by: _____ Date Referred: _____

Referred to: _____

FORMA EXTERNA de QUEJA DISCRIMINATION

Apellido		Nombre		
Dirección		Ciudad	Estado	Código Postal
Teléfono	Teléfono Alternativo		Correo Electrónico	

Indica por favor la(s) base(s) de su queja:

☐ Raza _____ ☐ Edad _____ ☐ Origen Nacional _____

☐ Color _____ ☐ Sexo _____ ☐ Discapacidad_____

Fecha y lugar de la(s) presunta(s) acción(es) discriminatoria(s). Favor de incluir la primera fecha de la presunta discriminación y la fecha más reciente de la presunta discriminación.

¿Cómo se discriminó contra useted? Describa la naturaleza de la acción, decisión o las circunstancias de la presunta discriminación. Explique, de la manera mas clara possible, que sucedió y porqué cree usted que sue status protegido fue un factor en la discriminación. Incluya como otras personas fueron tratadas de distinta manera que usted. (Adjunte hojas adicionales de ser necesario).

La ley prohibe intimidación o represalias contra cualquier persona ya sea por tomar acción o por participar en la toma de acción para asegurar los derechos protegidos por estas leyes. Si usted siente que se han tomado represalias en su contra, aparte de las preseunta discriminación mencionada anteriormente, favor de explicar las circunstancias a continuación. Explique la acción que usted tomó que cree sea la causa de la presunta represalia.

Nombre de los individuos responsables de la(s) acción(es) discriminatoria(s);

Nombre de personas (testigos, compañeros de trabajo, supervisors u otros) a quienes podamos contactar para obtener información adicional para respaldar o aclarar su queja: (Adjunte hojas adicionales de ser necesario).

	Nombre	Dirección	Teléphono
1.			
2.			
3.			
4.			

¿Alguna vez ha presentado, o tiene la intención de presenter, una queja con respect a esta situación con cualquiera de las organizations que se mencionan a continuación? De ser asi, favor de proporcionar las fechas en que se presentaron. Marque todas las que apliquen.

- ☐ Departamento de Transporte de los EE.UU_____
- ☐ Administración Federal de Carreteras de los EE.UU_____
- ☐ Administración de Transporte Federal de los EE.UU_____
- ☐ Oficina de Programas de Cumplimiento de Contratos Federales de los EE.UU_____
- ☐ Comisión para la Igualdad de Oportunidades en el Empleo de los EE.UU_____
- ☐ Tribunal Federal o Estatal de los EE.UU_____
- ☐ Otros _____

¿Ha hablado sobre la queja con algún representante de TxDOT? De ser asi, favor de proporcionar el nombre y puesto de la persona y la fecha en la que tuvo la conversación.

Explique brevemente que remedio, o acción está usted buscando por la presunta discriminación.

Favor de proporcionar cualquier información adicional y/o fotografias, si son pertinentes, que usted crea ayudaran el la investigación.

No podemos aceptar una queja sin firma. Favor de incluir su firma y la fecha a continuación:

_____ _____

Firma del Demandante **Fecha**

UNICAMENTE PARA USO OFICIAL

Fecha de Recibo de Queja: _____ No. de Caso:_____

Procesado por: _____ Fecha Remitida: _____

Remitida a: _____

Attachment F

EXTERNAL DISCRIMINATION COMPLAINT LOG

DATE FILED	NAME OF COMPLAINANT	RACE	COLOR	GENDER	NATIONAL ORIGIN	AGE	DISABILITY	NATURE OF THE COMPLAINT	SUMMARY OF THE ALLEGATION(S)	DATE INVESTIGATION COMPLETED	DISPOSITION	OTHER PERTINENT INFORMATION

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Discussion and possible action to authorize the County Judge to execute Change Order Authorization No. 14 between Hays County and Wood and Thomason Construction, LP for work related to the renovations at the County Owned Facility at 200 Stillwater, in Precinct 3.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	April 11, 2017	$73,598

LINE ITEM NUMBER

001-645-00.5741

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
Garza	CONLEY	N/A

SUMMARY

CO #12:
Scope:
1. install step-down SFMR for bath exhaust fans.
 * Facility previously used as warehouse space. Electrical into building not compatible with the required components.
2. TXDOT required infrastructure for Tax Office
 * Addition of fiber line and dedicated T1 for TXDOT computer for Tax Office Location
3. Crack and gap repair at front elevation to prevent further water damage. (pictures attached)
4. Remove Rock sill cap and reconstruct with flashing.
 * Gap in rock leading to water penetration in facility.
5. Building Awning, structural, waterproofing, and masonry patchwork.
 *at the time of design, architect left awning to be determined at a later date after structural engineer was retained. Change was anticipated at bid time.
6. Venthood with fire suppression system.
 *cooking demonstrations are part of normal operation for the Extension Office and a number of the volunteer organizations using the facility. Venthood and fire suppression are required per code.

Change Order/Item Clarification Form #__14__

Parties Builder: Wood & Thomason Construction, LP

Customer: Hays County

Property Address 200 Stillwater Drive, Wimberley TX

Change Order This change order is a change to the original contract for the following:

Electrical

2360 3) Bath Exhaust fan XFMR: Install 6 277-120V step-down SFMR to accommodate same switching with lights for 120V rated exhaust fans

4290 7) TXDOT required infrastructure per plan provided by Jeff McGill

Exterior water penetration issue:

2800 Point up gaps and more noticable cracks at front elevation per pictures

5200 Remove rock sill cap and reconstruct with flashing left and rear side of building per pictures.

Structrural support for awning:

34018 Change order is per structural engineer plan (attached) and includes all labor and material for steel and wood structrual components, waterproofing at exterior penetrations, and masonry patchwork.

Vent Hood

24930 Vent Hood for 4 burner range with U.L. 300 Fire Suppression System including power, roof penetration and waterproofing.

73598

Change Order Values The price for the above listed is ____$___73,598_____

Change in Estimated Completion Date _15__ #days ___0___Est. Comp. Date

Payment(s) Payment to be made prior to commencement of work.

Change Orders Any variation from the plans shall constitute a change order. All changes requested by the customer and/or builder must be submitted and approved in writing prior to the implementation of such changes. Changes requiring additional charges, as determined by the Builder, are to be paid in full at the time of approval unless agreed upon otherwise. The customer will not discuss or negotiate any change with the subcontractors. All changes must go through the Builder.

Signatures Builder: :Date

Owner: :Date

Change Order 14 -- Items 3&4

Change Order 14 -- Items 3&4

Change Order 14 -- Items 3&4

Change Order 14 -- Items 3&4

HUDSON
KW1
USA

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Discussion and possible action to approve a Flood Control Interlocal Agreement between Hays County and Travis County regarding flood control measures in the Onion Creek drainage basin; authorize the County Judge to execute the agreement.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	April 11, 2017	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
Garza	JONES	WHISENANT

SUMMARY

Proposed Interlocal Agreement is attached.

Hays and Travis Counties each have large portions of the Onion Creek drainage basin within their jurisdictional boundaries. Each County has adopted regulations to promote public health, safety, and general welfare of citizens, however, flood damage and losses have resulted in an increased focus on future flood damage prevention.

It is the opinion of staff that a coordinated effort for planning throughout the basin will benefit the citizens of both Hays and Travis Counties.

FLOOD CONTROL INTERLOCAL AGREEMENT BETWEEN HAYS COUNTY AND TRAVIS COUNTY

This Interlocal Agreement (this "Agreement") is made and entered into by and between Hays County, Texas ("Hays") and Travis County, Texas ("Travis"), hereinafter collectively referred to as the "Parties" or the "Counties," upon the premises and for the consideration stated herein.

Recitals

1. The Parties desire to partner on the identification, financing, design, construction, maintenance, and operation of reclamation, conservation, and flood control projects anywhere in either county that are mutually beneficial to the residents of both counties (each, a "Project," and collectively, the "Projects").

2. The Hays County Commissioners Court and the Travis County Commissioners Court are each authorized to adopt floodplain regulations designed to promote the public health, safety, and general welfare of its citizenry.

3. Pursuant to the authority granted to them by the Texas Legislature in Sections 16.3145 and 16.315 of the Texas Water Code, the Hays County Commissioners Court and the Travis County Commissioners Court are each authorized to take all necessary and reasonable actions to comply with the requirements and criteria of the National Flood Insurance Program, including but not limited to:
   (A) making appropriate land use adjustments to constrict the development of land which is exposed to flood damage and minimize damage caused by flood losses;
   (B) guiding the development of proposed future construction, where practicable, away from a location which is threatened by flood hazards;
   (C) assisting in minimizing damage caused by floods;
   (D) authorizing and engaging in continuing studies of flood hazards in order to facilitate a constant reappraisal of the flood insurance program and its effect on land use requirements;
   (E) engaging in floodplain management and adopting and enforcing permanent land use and control measures consistent with the criteria established under the National Flood Insurance Act;
   (F) declaring property, when such is the case, to be in violation of local laws, regulations, or ordinances which are intended to discourage or otherwise restrict land development or occupancy in flood-prone areas and notifying the director, or whomever the director of the Federal Emergency Management Agency ("FEMA") designates, of such property;
   (G) consulting with, giving information to, and entering into agreements with FEMA for the purpose of:

(i) identifying and publishing information with respect to all flood areas, including coastal areas; and

(ii) establishing flood-risk zones in all such areas and making estimates with respect to the rates of probable flood-caused loss for the various flood-risk zones for each of these areas;

(H) cooperating with the FEMA director's studies and investigations with respect to the adequacy of local measures in flood-prone areas as to land management and use, flood control, flood zoning, and flood damage prevention;

(I) taking steps, using regional, watershed, and multi-objective approaches, to improve the long-range management and use of flood-prone areas;

(J) purchasing, leasing, and receiving property from the FEMA director when such property is owned by the federal government and lies within the boundaries of the political subdivision pursuant to agreements with the Federal Emergency Management Agency or other appropriate legal representative of the United States Government;

(K) requesting aid pursuant to the entire authorization from the Texas Water Development Board ("TWDB")

(L) satisfying criteria adopted and promulgated by TWDB pursuant to the National Flood Insurance Program;

(M) adopting permanent land use and control measures with enforcement provisions which are consistent with the criteria for land management and use adopted by the FEMA director;

(N) adopting more comprehensive floodplain management rules that the political subdivision determines are necessary for planning and appropriate to protect public health and safety;

(P) participating in floodplain management and mitigation initiatives such as the National Flood Insurance Program's Community Rating System, Project Impact, or other initiatives developed by federal, state, or local government; and

(Q) collecting reasonable fees to cover the cost of administering a local floodplain management program.

4. The Parties intend to conform 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. <u>The Counties agree to:</u>

(a) Collaborate on studies to identify the most effective and efficient Projects;
(b) Devise a mutually agreed to list of Projects to pursue;
(c) Devise a mutually agreed to sharing of financial and managerial responsibilities either on a project-by-project basis or a bundle of Projects

(d) Assist each other in soliciting input if not partnership from other governmental entities (including federal, state, and local entities, as appropriate) and private entities;
(e) Explore options to utilize county-created corporations to effectuate the Project goals;
(f) Collaborate on the limitations and use of eminent domain authority for the accomplishment of the Projects; and
(g) Hold joint public meetings between representatives of the Counties at least once annually regarding the list, prioritization, and funding of Projects.

2. Specific Projects that Hays and Travis intend to jointly accomplish with respect to the Onion Creek watershed include:
(a) Identifying and publishing information with respect to all flood areas;
(b) Establishing flood-risk zones in all flood areas and regularly updating estimates with respect to the rates of probable flood-caused loss for the various flood-risk zones for each of these areas;
(c) Cooperating on Texas Water Development Board studies and investigations with respect to the adequacy of local measures in flood-prone areas as to land management and use, flood control, flood zoning, and flood damage prevention; and
(d) Authorizing and engaging in continuing studies of flood hazards in order to facilitate a constant reappraisal of the flood insurance program and its effect on land use requirements.

3. Collaboration with Other Stakeholders; Report
The Parties agree to collaborate with other governmental entities and stakeholders, including private entities, to prepare a report by September 30, 2018 that examines whether a conservation and reclamation district should be established for the Onion Creek Watershed. Among other things, the report will discuss potential funding sources for the district, the geographic scope of the district, governance of the district, powers and duties of the district, and other topics of concern for the stakeholders with respect to floodplain management and protection of the public's health and safety.

4. <u>Projects the Counties may pursue under this Agreement include:</u>

(a) Devising plans and constructing works to lessen and control floods;
(b) Reclaiming floodplain areas;
(c) Preventing the deposit of silt in navigable streams;
(d) Removing obstructions from streams and other watercourses, regardless of whether the obstructions are natural or artificial;
(e) Regulating the flow of surface and floodwaters;
(f) Providing drainage essential to the flood control project;
(g) Acquiring, by gift, devise, purchase, or condemnation:
(1) Land;

(2) A right or interest in land; or

(3) Any other character, ~~or~~ property, or easement needed to carry on the work of flood control;

(h) Selling, trading, or otherwise disposing of land or other property, or a right in property, no longer needed for a flood control project or flood control purpose;

(i) Using the bed and banks of a bayou, river, or stream subject to the requirements of the Texas Commission on Environmental Quality;

(j) Entering on land to make or examine a survey in connection with a flood control plan or Project for any other authorized purpose; and

(k) Overflowing or inundating any public lands or public property, and requiring the relocation of a road or highway, in the manner and to the extent to which counties are authorized, subject to the state agency with jurisdiction over the land or property.

5. This Agreement does not require either Party to contribute or reimburse funds to the other Party. Any endeavor involving reimbursement or contribution of funds between the Parties or any third party will be handled in accordance with applicable laws, regulations, and procedures

6. Liability. To the extent allowed by Texas law, Hays and Travis agree that each entity is responsible for its own proportionate share of any liability for its negligent acts or omissions.

7. Miscellaneous.

(a) Term. This Agreement shall be effective from and after the date of execution and continues through September 30 of the next calendar year following the effective date of this Agreement (the "Initial Term"), unless either Party provides written notice of termination of the Agreement at least 60 days before the end of the Initial Term. After the end of the Initial Term, this Agreement automatically renews each year on October 1 for an additional one-year term beginning October 1 and ending September 30 unless sooner terminated by either Party as provided in this Agreement.

(b) Default. If a party defaults in the performance of any of the terms or obligations of this Agreement, the defaulting party shall have 30 days after receipt of written notice of the default within which to cure the default. If such default is not cured within 30 days, then the non-defaulting party shall have the right without further notice to terminate this Agreement.

(c) Force Majeure. In the event that the performance by any Party 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.

(d) 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:

HAYS: _____
_____
_____
_____
_____

WITH COPY TO: _____
_____
_____

COUNTY: The Honorable Sarah Eckhardt (or her successor)
Travis County Judge
P. O. Box 1748
Austin, Texas 78767

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

WITH A COPY TO: David Escamilla (or successor)
Travis County Attorney
P. O. Box 1748
Austin, Texas 78767
File No. 291.777

(e) 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.

(f) 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 joint performance under of the Agreement. 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.

(g) 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.

(h) 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.

(i) Current Funds. The party or parties paying for the performance of governmental functions or services shall make payments therefor from current revenues available to the paying party.

(j) Non-Exclusivity. This Agreement does not create and should not be regarded as an exclusive arrangement between the Parties to the Agreement.

(k) No partnerships**.** This Agreement shall not make or be deemed to make any Party to this Agreement an agent for or the partner of any other Party.

(l) Attorney Fees**.** If any action at law or equity including any action for declaratory relief is brought to enforce or interpret the provisions of this Agreement, each Party to the litigation shall bear its own attorney's fees and costs.

(m) No Third-Party Beneficiary. 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.

(n) Counterparts. This Agreement may be executed in separate counterparts, each of which is to be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

HAYS COUNTY, TEXAS

By:_____
Bert Cobb, M.D., County Judge

Date: _____

TRAVIS COUNTY, TEXAS

By:_____
Sarah Eckhardt, County Judge

Date: _____

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Discussion and possible action to adopt an Order of Commissioner Court authorizing the sale of mixed beverages, wine, and beer during extended hours (midnight to 2 a.m.) in the unincorporated areas of Hays County that have not been designated as "dry", pursuant to Sections 105.03, 105.04, and 105.05 of the Texas Alcoholic Beverage Code.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	April 11, 2017	N/A

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
	COBB	N/A

SUMMARY

See backup attached.

Sec. 105.03. HOURS OF SALE: MIXED BEVERAGES.
(a) No person may sell or offer for sale mixed beverages at any time not permitted by this section.
(b) A mixed beverage permittee may sell and offer for sale mixed beverages between 7 a.m. and midnight on any day except Sunday. On Sunday he may sell mixed beverages between midnight and 1:00 a.m. and between 10 a.m. and midnight, except that an alcoholic beverage served to a customer between 10 a.m. and 12 noon on Sunday must be provided during the service of food to the customer.
(c) In a city or county having a population of 800,000 or more, according to the last preceding federal census, or 500,000 or more, according to the 22nd Decennial Census of the United States, as released by the Bureau of the Census on March 12, 2001, a holder of a mixed beverage late hours permit may also sell and offer for sale mixed beverages between midnight and 2 a.m. on any day.
(d) In a city or county other than a city or county described by Subsection (c), the extended hours prescribed in Subsection (c) of this section are effective for the sale of mixed beverages and the offer to sell them by a holder of a mixed beverages late hours permit: (1) in the unincorporated areas of the county if the extended hours are adopted by an order of the commissioners court; and (2) in an incorporated city or town if the extended hours are adopted by an ordinance of the governing body of the city or town.
(e) A violation of a city ordinance or order of a commissioners court adopted pursuant to Subsection (d) of this section is a violation of this code.

Sec. 105.04. HOURS OF SALE: WINE AND BEER RETAILER.
The hours of sale and delivery for alcoholic beverages sold under a wine and beer retailer's permit or a wine and beer retailer's off-premise permit are the same as those prescribed for the sale of beer under Section 105.05 of this code, except that no sale shall be allowed between 2 a.m. and noon on Sunday.

Sec. 105.05. HOURS OF SALE: BEER.
(a) No person may sell, offer for sale, or deliver beer at any time not permitted by this section.
(b) A person may sell, offer for sale, or deliver beer between 7 a.m. and midnight on any day except Sunday. On Sunday he may sell beer between midnight and 1:00 a.m. and between noon and midnight, except that permittees or licensees authorized to sell for on-premise consumption may sell beer between 10:00 a.m. and noon if the beer is served to a customer during the service of food to the customer.
(c) In a city or county having a population of 800,000 or more, according to the last preceding federal census, or 500,000 or more, according to the 22nd Decennial Census of the United States, as released by the Bureau of the Census on March 12, 2001, a holder of a retail dealer's on-premise late hours license may also sell, offer for sale, and deliver beer between midnight and 2 a.m. on any day.
(d) In a city or county other than a city or county described by Subsection (c), the extended hours prescribed in Subsection (c) of this section, or any part of the extended hours prescribed in Subsection (c) of this section are effective for the sale, offer to sell, and delivery of beer by a holder of a retail dealer's on-premise late hours license: (1) in the unincorporated areas of the county if the extended hours are adopted by an order of the commissioners court; and (2) in an incorporated city or town if the extended hours are adopted by an ordinance of the governing body of the city or town.
(e) A violation of a city ordinance or order of a commissioners court adopted pursuant to Subsection (d) of this section is a violation of this code

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Discussion and possible action to appoint Roger Boyd to the board of the newly-created Emergency Services District No.9 (ESD#9).

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	April 11, 2017	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
	CONLEY	N/A

SUMMARY

Creation of ESD#9 was authorized during the November 2016 election. Pursuant to 775.034 of the Texas Health and Safety Code, the Commissioners Court is authorized to appoint the 5-person board. Two Board members were appointed during the April 4th Court meeting.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange or value of Right of Way along proposed FM110 in Pct. 1. Possible action to follow in open court.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
EXECUTIVE SESSION	April 11, 2017	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
Kennedy	INGALSBE	N/A

SUMMARY

Summary to be provided in Executive Session.