

#16

County Tom Green  
District San Angelo  
ROW CSJ # 0555-05-020 & 0555-05-025  
CCSJ # 0555-05-017 & 0555-05-024  
Federal Project #: \_\_\_\_\_  
CFDA Title: Highway Planning & Construction  
CFDA # 20.205  
Federal Highway Administration  
Not Research and Development

STATE OF TEXAS       §

COUNTY OF TRAVIS     §

**FIRST AMENDED AGREEMENT TO CONTRIBUTE RIGHT OF WAY FUNDS  
(FIXED PRICE)**

**THIS AGREEMENT** is made by and between the State of Texas, acting through the Texas Department of Transportation, (the "State"), and Tom Green County, Texas, acting through its duly authorized officials (the "Local Government").

**WITNESSETH**

**WHEREAS**, the State and Local Government previously entered into that certain Agreement to Contribute Funds executed by the State on July 12, 2007 ("Original Contract") regarding the Local Government's contribution of right of way funds to the highway project described below;

**WHEREAS**, the Local Government, as of the date of this Amended Agreement, has contributed the required 10% of the right-of-way costs incurred by the State on the Project (defined below);

**WHEREAS**, the State and Local Government further desire to Amend the Original Contract with this First Amended Agreement to Contribute Right of Way Funds, which will fix the amount to be contributed by the Local Government for the right-of-way costs incurred by the State on the Project and add an additional ROW CSJ for a bridge project;

**WHEREAS**, Texas Transportation Code §§ 201.103 and 222.052 establish that the State shall design, construct, and operate a system of highways in cooperation with local governments; and

**WHEREAS**, Texas Transportation Code, §§ 201.209 authorizes the State and a Local Government to enter into agreements in accordance with Texas Government Code, Chapter 791; and

**WHEREAS**, the State has deemed it necessary to make certain highway improvements on Highway No. RM 853 from Irion County Line to FM 2288, and Highway No. RM 853 from At Brushy Creek, and this section of highway improvements will necessitate the acquisition of certain right of way and the relocating and adjusting of utilities (the "Project"); and

**WHEREAS**, the Local Government requests that the State assume responsibility for acquisition of all necessary right of way and adjustment of utilities for this highway project; and

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**WHEREAS**, the Local Government desires to enter into a fixed price joint participation agreement pursuant to 43 TAC §15.52 to contribute to the State funding participation as defined in 43 TAC §15.55 for the remaining cost of acquiring the right of way and relocating or adjusting utilities for the proper improvement of the State Highway System yet to be incurred by the State on the Project;

**WHEREAS**, the Governing Body of the Local Government has approved entering into this agreement by resolution or ordinance dated \_\_\_\_\_, 20\_\_, which is attached to and made a part of this agreement as Attachment A. A map showing the Project location appears in Attachment B, which is attached to and made a part of this agreement.

**NOW THEREFORE**, the State and the Local Government do agree as follows:

#### **AGREEMENT**

**1. Agreement Period**

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed. This agreement shall remain in effect until the Project is completed or unless terminated as provided below.

**2. Termination**

This agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The agreement is terminated in writing with the mutual consent of the parties;
- B. The agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party; or
- C. The Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this agreement.

**3. Local Project Sources and Uses of Funds**

A. The total estimated cost of the Project previously incurred and those costs yet to be incurred by the State is shown in Attachment C, Project Budget Estimate and Payment Schedule, which is attached to and made a part of this agreement. The expected cash contributions from the Federal or State government, the Local Government, or other parties is shown in Attachment C. The Local Government shall pay to the State the amount shown in Attachment C as its required contribution of the total cost of the Project and shall transmit to the State with the return of this agreement, duly executed by the Local Government, a warrant or check for the amount and according to the payment schedule shown in Attachment C.

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- B. The Local Government's fixed price contribution set forth in Attachment C is not subject to adjustment unless:**
- 1. site conditions change;**
  - 2. work requested by the Local Government is ineligible for federal participation; or**
  - 3. the adjustment is mutually agreed on by the State and the Local Government.**
- C. If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.**
- D. Whenever funds are paid by the Local Government to the State under this agreement, the Local Government shall remit a warrant or check made payable to the "Texas Department of Transportation Trust Fund." The warrant or check shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied to this highway project.**
- E. Notwithstanding that this is a fixed price agreement, the Local Government agrees that in the event any existing, future, or proposed Local Government ordinance, commissioner's court order, rule, policy, or other directive, including, but not limited to, outdoor advertising or storm water drainage facility requirements, is more restrictive than State or federal regulations, or any other locally proposed change, including, but not limited to, plats or re-plats, results in any increased costs to the State, then the Local Government will pay one hundred percent (100%) of all those increased costs, even if the applicable county qualifies as an Economically Disadvantaged County (EDC). The amount of the increased costs associated with the existing, future, or proposed Local Government ordinance, commissioner's court order, rule, policy, or other directive will be determined by the State at its sole discretion.**
- F. If the Local Government is an EDC and if the State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.**
- G. If the Project has been approved for an "incremental payment" non-standard funding or payment arrangement under 43 TAC §15.52, the budget in Attachment C will clearly state the incremental payment schedule.**

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#### **4. Real Property In Lieu of Monetary Payment**

- A. Contributions of real property may be credited to the Local Government's funding obligation for the cost of right of way to be acquired for this project. Credit for all real property, other than property which is already dedicated or in use as a public road, contributed by the Local Government to the State shall be based on the property's fair market value established as of the effective date of this agreement. The fair market value shall not include increases or decreases in value caused by the project and should include the value of the land and improvements being conveyed, excluding any damages to the remainder. The amount of any credit for real property contributed for this project is clearly shown in Attachment C.**
- B. The Local Government will provide to the State all documentation to support the determined fair market value of the donated property. This documentation shall include an appraisal of the property by a licensed appraiser approved by the State. The cost of appraisal will be the responsibility of the State. The State will review the submitted documentation and make a final determination of value; provided however, the State may perform any additional investigation deemed necessary, including supplemental appraisal work by State employees or employment of fee appraisers.**
- C. Credit shall be given only for property transferred at no cost to the State after the effective date of this agreement and the issuance of spending authority, and only for property which is necessary to complete this project, has title acceptable to the State, and is not contaminated with hazardous materials. Credit shall be in lieu of monetary contributions required to be paid to the State for the Local Government's funding share of the right of way to be acquired for this project. The total credit cannot exceed the Local Government's matching share of the right of way obligation under this agreement, and credits cannot be reimbursed in cash to the Local Government, applied to project phases other than right of way, nor used for other projects.**
- D. In the event the Local Government's monetary contributions to the State for acquisition of right of way, when added to its real property credits, exceed the Local Government's matching share of the right of way obligation, there will be no refund to the Local Government of any portion of its contributed money.**

#### **5. Amendments**

Amendments to this agreement due to changes in the character of the work, terms of the agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written supplemental agreement.

#### **6. Notices**

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, to the following addresses:

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Local Government:	State:
<p>County of Tom Green</p> <p>112 West Beauregard</p> <p>San Angelo, TX 76903</p>	<p>Director of Right of Way Division</p> <p>Texas Department of Transportation</p> <p>125 E. 11<sup>th</sup> Street</p> <p>Austin, Texas 78701</p>

All notices shall be deemed given on the date delivered or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail and that request shall be honored and carried out by the other party.

**7. Remedies**

This agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this agreement and shall be cumulative.

**8. Legal Construction**

If one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provisions and this agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

**9. Responsibilities of the Parties**

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

**10. Compliance with Laws**

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

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**11. Sole Agreement**

This agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the subject matter of this agreement.

**12. Ownership of Documents**

Upon completion or termination of this agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

**13. Inspection of Books and Records**

The Local Government shall maintain all books, papers, accounting records and other documentation relating to costs incurred under this agreement and shall make such materials available to the State and, if federally funded, the Federal Highway Administration (FHWA) or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this agreement or until any impending litigation, or claims are resolved. Additionally, the State and FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

**14. State Auditor**

The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

**15. Procurement and Property Management Standards**

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

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**16. Civil Rights Compliance**

The parties to this agreement shall comply with the regulations of the U.S. Department of Transportation as they relate to nondiscrimination (49 CFR Part 21 and 23 CFR Part 200), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

**17. Applicability of Federal Provisions**

Articles 18 through 23 only apply if Federal funding is used in the acquisition of right of way or the adjustment of utilities.

**18. Office of Management and Budget (OMB) Cost Principles**

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

**19. Disadvantaged Business Enterprise (DBE) Program Requirements**

- A. The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally -Approved Disadvantaged Business Enterprise by Entity and attachments found at web address [http://txdot.gov/business/business\\_outreach/mou.htm](http://txdot.gov/business/business_outreach/mou.htm).
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under

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18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).

- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor 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 agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

**20. Debarment Certification**

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

**21. Lobbying Certification**

In executing this agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 USC §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 failure.

**22. Federal Funding Accountability and Transparency Act Requirements**

A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.

B. The Local Government agrees that it shall:

1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows Federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
3. Report the total compensation and names of its top five (5) executives to the State if:
  - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
  - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

**23. Single Audit Report**

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.
- B. If threshold expenditures of \$500,000 or more are met during the Local Government's fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 E. 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at <http://txdot.gov/inside-tdot/office/audit/contact.html>
- C. If expenditures are less than \$500,000 during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Audit Office as follows: "We

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did not meet the \$500,000 expenditure threshold and therefore, are not required to have a single audit performed for FY \_\_\_\_\_."

D. For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

**24. Signatory Warranty**

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

**THIS AGREEMENT IS EXECUTED** by the State and the Local Government in duplicate.

**THE LOCAL GOVERNMENT**

*Steve H. J.*  
Signature

Stephen C. H. J.  
Typed or Printed Name

County Judge  
Title

8-16-16  
Date

**THE STATE OF TEXAS**

DocuSigned by:

Gus Cannon

Gus E. Cannon, CTCM  
Director, Right of Way Division  
Texas Department of Transportation

9/20/2016

Date

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**ATTACHMENT A  
RESOLUTION OR ORDINANCE**

**Tom Green County  
Commissioners Court  
Sugg's Community Room  
Stephen's Central Library  
33 W. Beauregard  
San Angelo, Texas 76903  
August 16th, 2016**

**The Commissioners' Court of Tom Green County Texas met in Regular Session, August 16th, 2016 in the Stephen's Central Library Building with the following members:**

- Present**        Aubrey deCordova, Commissioner Precinct 2  
                    Rick Bacon, Commissioner Precinct 3  
                    Bill A. Ford, Commissioner Precinct 4  
                    Stephen C. Floyd, County Judge
- Absent:**         Ralph Hoelscher, Commissioner Precinct 1
- Others Present** Chris Taylor, County Attorney  
                    David Jones, Sheriff  
                    Dianna Spicker, County Treasurer  
                    Elizabeth McGill, County Clerk  
                    Elizabeth McGill, County Clerk  
                    Ginger Treadwell, County Attorney's Office - Civil  
                    Nathan Craddock, Auditor  
                    Sandi Kenney, County Judge's Court Administrator  
                    Todd Allen, Jail Commander  
                    Vona Hudson, Elections Administrator  
                    Steve Mild, Emergency Manager  
                    Terry Mobley, Human Resource Director  
                    Marion McMinn, RISK Manager  
                    Jill Donegan, Library Director
- Attendees:**    Shannon Buyaki  
                    Ray Riojas  
                    Brian McGuire  
                    Kye Franke - Architect  
                    Ryan Ward City of San Angelo - Crosswalk  
                    Adela Soliz  
                    News Media  
                    Numerous Employees  
                    Rita Guthrie  
                    Don Killam

**1. County Judge Stephen C. Floyd called the meeting to order and ratified that a Quorum is present at 8:34 am.**

**2. The Invocation was given by Commissioner Aubrey deCordova. Commissioner deCordova led in the Pledges to the United States and the State of Texas.**

**3. Announcement. Anyone intending to address the Commissioners' Court shall complete and turn in to the County Judge a Witness Testimony form with the exception of Tom Green County Employees who are providing resource information pursuant to an Agenda item**

**4. Moved to approve the following items on the CONSENT AGENDA as presented:**

**A. Acknowledged the minutes from the last meeting(s) of August 9th, 2016.**

**B. Consider Treasurer Claims Register and Bills to be Paid Report**

**Moved to approve the Treasurer's Claim Register, through August 11th, 2016 in the amount of \$607,010.98, Addendum in the amount of \$48,356.74 and Bills to be paid Report, through August 11th, 2016, in the amount of <del>\$1,284.52</del>.**

**Attachments:**

- Approval to pay bills
- Check Run Report
- Bills to be paid report
- Check Run Report
- Claims Registry Addendum
- Claims Registry
- Check Run Report

**C. Moved to approve the Open Purchase Orders from August 8th - 12th, 2016 in the amount of \$648,599.19.**

**Attachments:**

**Open Purchase Orders**

**D. Accepted the following Tom Green County Personnel Actions and the attached Community Supervision and Correction Departments (CSCD) Personnel Actions as presented:**

**The following salary expenditures are being presented for your Approval:**

NAME	DEPARTMENT	ACTION	EFF DATE	RANGE	SALARY	SUPPLEMENT
Benjamin Eubank	Sheriff Office	New Hire	09/01/2016	L04	\$1,423.87	\$13.85 (Phone)
Christopher Roque	Sheriff Office	New Hire	08/23/2016	L04	\$1,423.87	
Susan Strang	District Attorney Office	Promotion	09/01/2016	S15	\$1,182.94	\$75.50 (Pre-Trial), **
Barbara Abrego	District Attorney Office	Promotion	09/01/2016	S11	\$964.41	\$21.69 (Pre-Trial)

\*\*\$46.15 (Hot Check), \$23.08 (Phone)

**The following personnel actions are presented for Acknowledgement and as a matter of record**

NAME	DEPARTMENT	ACTION	EFF DATE	RANGE	SALARY	SUPPLEMENT
Melissa Salas	District Clerk Office	Resignation	08/12/2016	S09	\$929.08	
Collin Crane	Juvenile Detention Facility	New Hire	08/15/2016	JJ1	\$974	
Gregory Graham	Juvenile Detention Facility	New Hire	09/01/2016	JJ5	\$1,884.62	

**The following personnel actions are presented for Grants as a matter of record: None**

**Attachments:****CSCD Personnel Actions**

**E. Consider construction items to be recorded as a matter of record. See Item 19.**

**F. Accepted the Justice of the Peace Official Monthly Report for July, 2016, Precinct 1 in the amount of \$9,647.00; Precinct 2 in the amount \$108,255.60; Precinct 3 in the amount \$38,189.82, as a matter of record. (Judge Kay Longest, Judge JP McGuire and Judge Fred Buck)**

**Attachments:**

Justice Precinct 1  
Justice Precinct 2  
Justice Precinct 3

**G. Accepted the District Clerk Monthly Court Collection for July 2016 in the amount of \$70,008.30, as a matter of record. (Sheri Woodfin)**

**Attachments:****District Clerk's July Report**

**H. Approved installation of buried fiber optic cable in the Northern direction along the West ROW of Treece Road from US Hwy 87. (Frontier Communications)**

**Attachments:****Treece Rd. ROW**

**I. Accepted, as matter of record Charles (Dick) Robertson, (Investment Committee Member) Public Funds Investment Act CEU June 2016. (Dianna Spicker)**

**Attachments:****Charles Dick Robertson PFIA**

**J. Accepted a \$100.00 donation to the CIU from Chris Meyers. (Rita Guthrie)**

**Attachments.**

**Donation from Chris Meyers**

**K Approved the Contract and Agreement for Detention of Juvenile Offenders between TGC and Irion County.  
(Mark Williams)**

Moved by Commissioner Precinct 2 Aubrey deCordova, Seconded by Commissioner Precinct 3 Rick Bacon

Aye: Commissioner Precinct 2 Aubrey deCordova  
Commissioner Precinct 3 Rick Bacon  
Commissioner Precinct 4 Bill A. Ford  
County Judge Stephen C. Floyd

Other: Commissioner Precinct 1 Ralph Hoelscher (Absent)  
Passed

**Attachments:**

Irion County Juvenile

**5. Moved to approve the following line item transfers for FY 2016:**

**LINE ITEM TRANSFERS**

<b>FUND:</b>	<b>GENERAL</b>	<b>0001</b>			
<b>DEPT. #</b>	<b>DEPT. NAME</b>	<b>ACCOUNT #</b>	<b>ACCOUNT DESCRIPTION</b>	<b>BUDGET INCREASE</b>	<b>BUDGET DECREASE</b>
199	Road & Bridge 2/4	70338	Fuel		1,200 00
199	Road & Bridge 2/4	70391	Uniforms	1,200.00	
028	Sheriff's CIU	70391	Uniforms		322.00
028	Sheriff's CIU	70428	Travel & Training	322.00	
163	3020 N. Bryant	70358	Safety		40.00
163	3020 N. Bryant	70418	Hired Services		720.00
163	3020 N. Bryant	70530	Building Repair	760.00	

Moved by County Judge Stephen C. Floyd, Seconded by Commissioner Precinct 2 Aubrey deCordova

Aye: Commissioner Precinct 2 Aubrey deCordova  
Commissioner Precinct 3 Rick Bacon  
Commissioner Precinct 4 Bill A. Ford  
County Judge Stephen C. Floyd

Other: Commissioner Precinct 1 Ralph Hoelscher (Absent)  
Passed

**Attachments:**

Line item transfers

**6. Consider county wide burn ban.**

**Moved to lift the Burn Ban immediately, at least until next Tuesday, but areas are still dry, so use extreme caution.**

Moved by Commissioner Precinct 4 Bill A. Ford, Seconded by Commissioner Precinct 3 Rick Bacon

Aye: Commissioner Precinct 2 Aubrey deCordova  
Commissioner Precinct 3 Rick Bacon  
Commissioner Precinct 4 Bill A. Ford  
County Judge Stephen C. Floyd

Other: Commissioner Precinct 1 Ralph Hoelscher (Absent)  
Passed

**7. Consider presentation of TGC Employee Service Awards (Terry Mobley and Judge Floyd)**

\* indicate the employee was present.

**5 Years**

- \*James Dossey,
- \*Paul Dyer,
- \*Ruby Enriquez,
- \*Linda Hale,

Rodney Halfmann,  
\*Angel Harper,  
\*David Jones,  
Kay Longest,  
Sanjuanita Martinez,  
J P McGuire,  
Deborah Palmer,  
Jill Ratcliffe,  
Callin Seward,  
Edith Siewert,  
\*Austin Smith,  
Nora Torres.

10 Years

\*Rachel Buck,  
\*Nathan Craddock,  
\*Christina Lopez,  
\*Rudy Olivas,  
Ruben Rincones,  
\*Linda Simpson,  
\*Mark Whitaker,

15 Years

\*Janice Alexander,  
Mike Englert,  
\*Gary Monico,  
\*Keith Muncey,  
Nelson Perez,  
\*Teena Pierce,  
\*Chris Taylor,

20 Years

Tonia Jennings,  
\*Gary Smith,  
\*Molly Thurman,

25 Years

Penny Roberts,  
\*Ron Sanders,

30 Years

Mary Cradup,  
\*Mark Williams,

8. Consider the installation of a new crosswalk on Harris Street from the jail to the Courthouse for transport of inmates. (Marion McMinn) No Action.

9. Approved the county wide vote center polling place changes (replace Plaza del Sol with Southland Baptist Church and replace St. Pauls Presbyterian with MIIMR) and temporary vote center (St. Lukes United Methodist Church) for 11/08/2016 election, as presented. (Vona Hudson)

Moved by Commissioner Precinct 3 Rick Bacon, Seconded by Commissioner Precinct 4 Bill A Ford

Aye Commissioner Precinct 2 Aubrey deCordova  
Commissioner Precinct 3 Rick Bacon  
Commissioner Precinct 4 Bill A. Ford  
County Judge Stephen C. Floyd

Other: Commissioner Precinct 1 Ralph Hoelscher (Absent)

Passed

10. Moved to approve ordering November 8, 2016 as election for county and precinct offices. (Vona Hudson)

Early Voting will be at the Elections Office (113 W. Beauregard- 1st floor) on the following dates and times

M-F Oct. 24th - 28th from 8:00 am to 5:00 pm  
Sat. Oct. 29th from 7:00 am to 7:00 pm  
Sun. Oct. 30th from 12:30 pm to 5:30 pm  
M-F Oct. 31st - Nov. 4th from 7:00 am to 7:00 pm.

Moved by County Judge Stephen C. Floyd, Seconded by Commissioner Precinct 2 Aubrey deCordova

Aye: Commissioner Precinct 2 Aubrey deCordova  
Commissioner Precinct 3 Rick Bacon

Commissioner Precinct 4 Bill A. Ford  
County Judge Stephen C. Floyd

Other: Commissioner Precinct 1 Ralph Hoelscher (Absent)

Passed

Attachments:

Order for November 8th, 2016 General Election

11. Approved the appointment of poll workers for 2016 – 2017 election term, as presented. (Vona Hudson)

Moved by County Judge Stephen C. Floyd, Seconded by Commissioner Precinct 2 Aubrey deCordova

Aye: Commissioner Precinct 2 Aubrey deCordova

Commissioner Precinct 3 Rick Bacon

Commissioner Precinct 4 Bill A. Ford

County Judge Stephen C. Floyd

Other: Commissioner Precinct 1 Ralph Hoelscher (Absent)

Passed

Attachments

Precinct Judges & Alternate Judges

12. Consider cancelling the policy regarding county reimbursement of Medicare premiums in lieu of insurance benefits. (Dianna Spicker)

Moved to approve cancelling the policy regarding county reimbursement of Medicare premiums in lieu of insurance benefits, as previously adopted.

Moved by Commissioner Precinct 4 Bill A. Ford, Seconded by County Judge Stephen C. Floyd

Aye: Commissioner Precinct 2 Aubrey deCordova

Commissioner Precinct 3 Rick Bacon

Commissioner Precinct 4 Bill A. Ford

County Judge Stephen C. Floyd

Other: Commissioner Precinct 1 Ralph Hoelscher (Absent)

Passed

13. Consideration of acceptance of #1769843 OVAG Tom Green County Sheriff's Office Crisis Intervention Unit for fiscal year 2017, in the amount of \$42,000 and adopt a budget. (Rita Guthrie)

Moved to approve the acceptance of #1769843 OVAG Tom Green County Sheriff's Office Crisis Intervention Unit for fiscal year 2017, in the amount of \$42,000 and adopt a budget.

Moved by County Judge Stephen C. Floyd, Seconded by Commissioner Precinct 3 Rick Bacon

Aye: Commissioner Precinct 2 Aubrey deCordova

Commissioner Precinct 3 Rick Bacon

Commissioner Precinct 4 Bill A. Ford

County Judge Stephen C. Floyd

Other: Commissioner Precinct 1 Ralph Hoelscher (Absent)

Passed

Attachments:

Acceptance by Auditor

CIU-AOG Contract

14. Consider bids to strip, refinish and clean walls on second floor of courthouse. (Ray Riojas)

Authorize the Maintenance Supervisor to award bid to strip, refinish and clean walls on second floor of courthouse to House of Chemicals and do a line item transfer in the amount of \$1900.00 from Contingency.

Moved by Commissioner Precinct 2 Aubrey deCordova, Seconded by Commissioner Precinct 3 Rick Bacon

Aye: Commissioner Precinct 2 Aubrey deCordova

Commissioner Precinct 3 Rick Bacon

Commissioner Precinct 4 Bill A. Ford

County Judge Stephen C. Floyd

Other: Commissioner Precinct 1 Ralph Hoelscher (Absent)

Passed

15. Consider renewal of the Interlocal Agreement between TGC and Concho Valley Economic Development District, Inc. for the Addressing Coordinator, October 1, 2016 – September 30, 2017. (Judge Floyd)

Moved to approve the renewal of the Interlocal Agreement between TGC and Concho Valley Economic Development District, Inc. for the Addressing Coordinator, October 1, 2016 – September 30, 2017 in the amount of \$41,968.00.

Moved by County Judge Stephen C. Floyd, Seconded by Commissioner Precinct 2 Aubrey deCordova

Aye: Commissioner Precinct 2 Aubrey deCordova

Commissioner Precinct 3 Rick Bacon

Commissioner Precinct 4 Bill A. Ford  
County Judge Stephen C. Floyd  
Other: Commissioner Precinct 1 Ralph Hoelscher (Absent)  
Passed

Attachments:

Interlocal with CVEDD & TGC for 9-1-1 Coordinator

16. Consider accepting the First Amended Agreement to Contribute Right of Way Funds. (Judge Floyd)

Moved to approve accepting the First Amended Agreement to Contribute Right of Way Funds, acknowledging payment of the County's part in the amount of \$55,600.00 for the Arden Rd. ROW, as presented.

Moved by County Judge Stephen C. Floyd, Seconded by Commissioner Precinct 4 Bill A. Ford

Aye: Commissioner Precinct 2 Aubrey deCordova

Commissioner Precinct 3 Rick Bacon

Commissioner Precinct 4 Bill A. Ford

County Judge Stephen C. Floyd

Other: Commissioner Precinct 1 Ralph Hoelscher (Absent)

Passed

17. Consider Tom Green County addressing issues. (Adela Soliz, TGC Addressing Coordinator) No Action.

18. Consider issues dealing with the following ongoing grants and take any action necessary: No Action on the following.

A. County Infrastructure Fund Grant

B. Texas CDBG - Drought Disaster Relief Fund

C. Texas Department of Agriculture CDBG Colonia Grant- FWSD #1

Judge Floyd recessed the regular meeting at 9:29 am.

1. Judge Floyd OPENED THE PUBLIC HEARING MEETING AND DETERMINE A QUORUM WAS PRESENT AT 9:31 am.

Judge Floyd read the following statement:

PUBLIC HEARINGS ON PROPOSED TAX RATE FOR FISCAL YEAR 2017 FOR TOM GREEN COUNTY.  
THIS BUDGET WILL RAISE MORE TOTAL PROPERTY TAXES THAN LAST YEAR'S BUDGET BY \$ 1,285,295.73,  
AND OF THAT AMOUNT \$ 479,969.55 IS TAX REVENUE TO BE RAISED FROM NEW PROPERTY ADDED TO THE TAX ROLL  
THIS YEAR.

Nathan Craddock, County Auditor, stated that the proposed budget rate is the same as last year.

2. Judge Floyd opened the floor to TAKE PUBLIC COMMENT ON THE PROPOSED TAX RATE FOR FISCAL YEAR 2017 FOR TOM GREEN COUNTY.

No testimony was given.

3. Judge Floyd ADJOURNED THE PUBLIC HEARING MEETING AT 9:39 am.

Judge Floyd reconvened the regular meeting at 9:42 am. Commissioner Bacon was absent due to addressing the City Council Meeting regarding a proposed Zone change for the new Detention Center location.

19. Consider issues dealing with the following ongoing construction/remodeling projects and take any action necessary:

B. Detention Center

Don Killam and Kye Franke addressed the Court about issues that have arisen with the contractor out of Austin. They had a conference call with them prior to Court. CMR (contractor) is requesting more construction documents before they will give the Court projected figures for the project. Mr. Franke informed the court that he has done two revisions, each scaling down the original design to maintain the projected amounts for the project. Commissioner Ford voiced concerns that the contractor would not give them firm numbers to work with up until this point. Commissioner Bacon rejoined the Court at 9:50 am.

Moved to approve the architect to move forward with the Construction Documents that are needed.

Moved by Commissioner Precinct 3 Rick Bacon, Seconded by Commissioner Precinct 4 Bill A. Ford

Aye: Commissioner Precinct 2 Aubrey deCordova

Commissioner Precinct 3 Rick Bacon

Commissioner Precinct 4 Bill A. Ford

County Judge Stephen C. Floyd

Other: Commissioner Precinct 1 Ralph Hoelscher (Absent)

Passed

A. Judge Edd B. Keyes Building remodel

Update: Proceeding with the canopy repairs, signage, lighting, dry walls, plumbing, etc. is continuing. Prior to changing the signage,

the River Corridor Commission has to hold hearing to determine if permission will be granted. Demolition of the steel structure of the canopy and repair of the holes will be underway as well as the bricking around windows. Scaffolding has been erected at the rear of the building to cut wall for stairwell window. Framing for Court bench is in.

Moved to approve Judge Floyd to sign an affidavit authorizing Craig Kinney to make presentation to the River Corridor Commission regarding the signage change, on behalf of Tom Green County.

Moved by Commissioner Precinct 3 Rick Bacon, Seconded by Commissioner Precinct 2 Aubrey deCordova

Aye Commissioner Precinct 2 Aubrey deCordova  
Commissioner Precinct 3 Rick Bacon  
Commissioner Precinct 4 Bill A. Ford  
County Judge Stephen C. Floyd

Other: Commissioner Precinct 1 Ralph Hoelscher (Absent)  
Passed

Attachments:

Affidavit authorizing Craig Kinney to address RCC for TGC

C. Courthouse  
Update: possible contract next week.

D. Pugh Park  
Update: The last Public meeting for public to give input on the TGC Parks will be held in the Sugg's Room at the Library on Tuesday August 23rd, 2016.

E Mt. Susan Property- No Action.

20. Future Agenda Items:

1. Consider Easement Agreement for Reciprocal Access and Parking at Block I Wal-Mart North Addition.
- 2, Consent: Consider acknowledgment of completion and certification for Rick Bacon for the Commissioners Leadership Course.

21. Announcements:

1. Acknowledge that today's Court Agenda was posted August 12th, 2016 at 2:09 pm.
2. Acknowledge that the Public Hearing Agenda was posted August 11th, 2016 at 12:51 pm.
3. The last Public meeting for public to give input on the TGC Parks will be held in the Sugg's Room at the Library on Tuesday August 23rd, 2016.
4. City Council heard the first reading of the proposed zone change for the Detention Center and it passed 7-0. There will be one more reading before final decision.
5. The next Public Hearing on the Proposed TGC Tax rate will be Friday, August 19th, 2016 at 9:30 am in the Sugg's Community Room at the Central Library.

22. Judge Floyd adjourned the meeting at 10:08 am.

As per HIB 2931, Section 4:

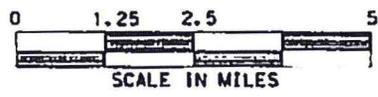
I, Elizabeth McGill, County Clerk of Tom Green County, Texas do hereby attest that this is an accurate accounting of the proceedings of the Commissioners' Court Meeting that met in Regular Session on August 16th, 2016.

I hereby set my hand and seal to this record August 16th, 2016.

Elizabeth "Liz" McGill  
County Clerk and Ex-officio Clerk of the Commissioners' Court

County Tom Green  
District San Angelo  
ROW CSJ # 0555-05-020 & 0555-05-025  
CCSJ # 0555-05-017 & 0555-05-024  
Federal Project #: \_\_\_\_\_  
CFDA Title: Highway Planning & Construction  
CFDA # 20.205  
Federal Highway Administration  
Not Research and Development

**ATTACHMENT B  
LOCATION MAP SHOWING PROJECT**

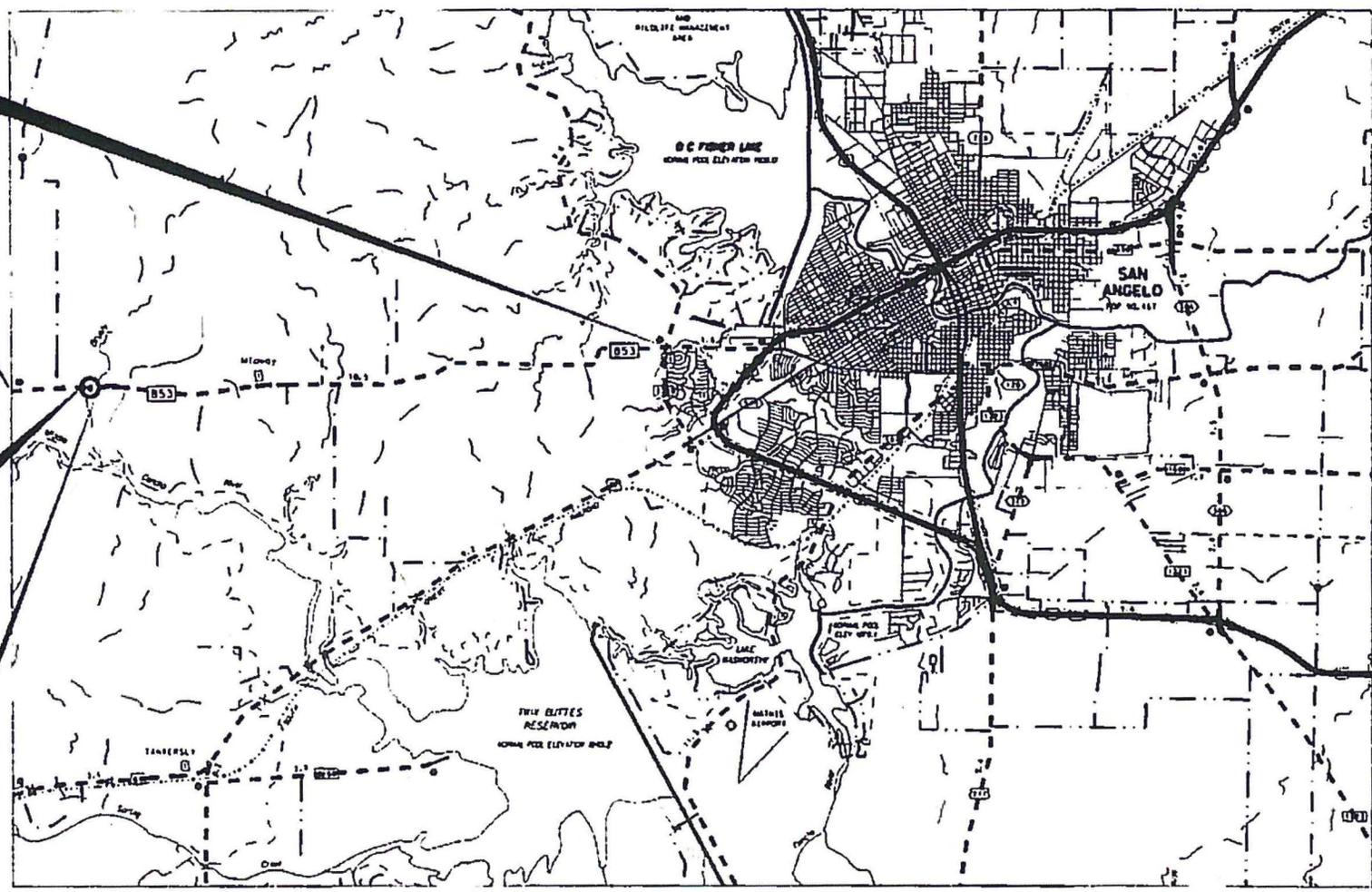


END PROJECT  
BEGIN C-S-J 0555-05-017  
STA 553+08.00  
RM 364-0.378  
IFO 10.475  
MILE POINT 10.475  
LATITUDE 31.44863°  
LONGITUDE -100.51946°

BEGIN PROJECT  
BEGIN C-S-J 0555-05-017  
STA 0+00.00  
RM 354-0.098  
IFO 0.000  
MILE POINT 0.000  
LATITUDE 31.43811°  
LONGITUDE -100.69216°

BEGIN PROJECT  
BEGIN C-S-J 0555-05-024  
STA 72+65.50  
RM 372+65.50  
IFO 16.385  
MILE POINT 1.141  
LATITUDE 31.438933°  
LONGITUDE -100.672153°

VD PROJECT  
BEGIN C-S-J 0555-05-024  
STA 76+65.50  
RM 372-0.875  
IFO 16.460  
MILE POINT 1.216  
LATITUDE 31.438894°  
LONGITUDE -100.670894°



County Tom Green  
District San Angelo  
ROW CSJ # 0555-05-020 & 0555-05-025  
CCSJ # 0555-05-017 & 0555-05-024  
Federal Project #: \_\_\_\_\_  
CFDA Title: Highway Planning & Construction  
CFDA # 20.205  
Federal Highway Administration  
Not Research and Development

**ATTACHMENT C**  
**PROJECT BUDGET ESTIMATE AND PAYMENT SCHEDULE**

County Tom Green  
 District San Angelo  
 ROW CSJ # 0555-05-020 and 0555-05-025  
 CCSJ # 0555-05-017 and 0555-05-024  
 Federal Project #  
 CDFA Title: Highway Planning & Construction  
 FHWA CFDA # 20.205  
 Federal Highway Administration  
 Not Research and Development

**Standard Agreement to Contribute  
 State Performs Work  
 Attachment C**

Description	Total Estimated Cost	State Participation		Local Participation	
		%	Cost	%	Cost
Right of Way Acquisition	\$306,000	90%	\$275,400	10%	\$30,600
Reimbursable Utility Adjustments	\$250,000	90%	\$225,000	0%	\$25,000
Joint Bid Reimbursable Utility Adjustments	\$0	0%	\$0	0%	\$0
	\$0	0%	\$0	0%	\$0
	\$0	0%	\$0	0%	\$0
	\$0	0%	\$0	0%	\$0
	\$0	0%	\$0	0%	\$0
	\$0	0%	\$0	0%	\$0
<b>TOTAL</b>	<b>\$556,000</b>	<b>90%</b>	<b>\$500,400</b>	<b>10%</b>	<b>\$55,600</b>

Except as otherwise provided in the Agreement, the fixed amount of Local Government participation will be that amount provided above.

Project breakout:  
 RCSJ 0555-05-020 \$28,600 acq and \$25,000 utils  
 RCSJ 0555-05-025 \$2,000 acq and \$0.00 utils