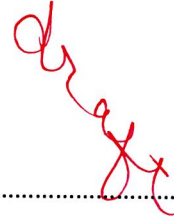


REGULAR MEETING – JUNE 14, 2022

On this the 14TH day of June 2022 at 9:00 A.M. the Honorable Commissioners Court of Blanco County convened in a REGULAR MEETING at a regular meeting place thereof in the Courthouse in Johnson City with the following members to-wit:

BRETT BRAY	COUNTY JUDGE
TOMMY WEIR	COMMISSIONER PCT. 1
EMIL UECKER	COMMISSIONER PCT. 2
CHRIS LIESMANN	COMMISSIONER PCT. 3
PAUL GRANBERG	COMMISSIONER PCT. 4
LAURA WALLA	COUNTY CLERK



ITEM 1 -Call to Order and Roll Call.

Judge Bray and all 2 County Commissioners present. Commissioner Liesmann absent/ Commissioner Granberg absent.

ITEM 2- Pledge of Allegiance.

ITEM 3-Invocation – Led by COMMISSIONER UECKER.

ITEM 4- PUBLIC COMMENTS – opportunity for the general public to address the Court on any matter. Comments are limited to 3 minutes.

ITEM 5 – Consider approval of minutes of prior Commissioner Court meeting(s). Vote on any action taken. (Judge Bray)

COMMISSIONER UECKER made the motion to approve the minutes as presented, seconded by Commissioner Weir. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.

COMMISSIONER WEIR – YES.

COMMISSIONER UECKER – YES.

COMMISSIONER LIESMANN – ABSENT

COMMISSIONER GRANBERG – ABSENT. MOTION CARRIED. 3/0

ITEM 6- Consider approval of the estimated June 2022 payroll. Vote on any action taken. (Judge Bray)

COMMISSIONER UECKER motioned to accept the estimated payroll in the amount of \$367,796.38, seconded by Commissioner Weir. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.

COMMISSIONER WEIR – YES.

COMMISSIONER UECKER – YES.

COMMISSIONER LIESMANN – ABSENT

COMMISSIONER GRANBERG – ABSENT. MOTION CARRIED. 3/0

ITEM 7- Consider approval of the official reports. Vote on any action taken. (Judge Bray)

COMMISSIONER WEIR motioned to approve the official reports, seconded by Commissioner Uecker. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.

COMMISSIONER WEIR – YES.

COMMISSIONER UECKER – YES.

COMMISSIONER LIESMANN – ABSENT

COMMISSIONER GRANBERG – ABSENT. MOTION CARRIED. 3/0

ITEM 8 – Consider ratifying or approving line-item transfers as presented. Vote on any action taken. (Judge Bray)

COMMISSIONER UECKER motioned to ratify and approve the line -item transfers as presented. Commissioner Weir seconded. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.

COMMISSIONER WEIR – YES.

COMMISSIONER UECKER – YES.

COMMISSIONER LIESMANN – ABSENT

COMMISSIONER GRANBERG – ABSENT. MOTION CARRIED. 3/0

ITEM 9 – Consider approval of the outstanding bills. Vote on any action taken. (Judge Bray)

COMMISSIONER WEIR motioned approving the outstanding bills in the amount of \$361,184.92, seconded by Commissioner Uecker. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.

COMMISSIONER WEIR – YES.

COMMISSIONER UECKER – YES.

COMMISSIONER LIESMANN – ABSENT

COMMISSIONER GRANBERG – ABSENT. MOTION CARRIED. 3/0

ITEM 10- Introduction of Casey Sullivan, newest Agri-Life agent. Informational item only. (Judge Bray)

ITEM 11- Authorization to declare printer/plotter in 911 Addressing office as “junk” and destroy. Vote on any action taken. (Judge Bray)

COMMISSIONER UECKER authorized to declare printer/plotter in 911 Addressing office as “junk” and destroy, seconded by Commissioner Weir. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.

COMMISSIONER WEIR – YES.

COMMISSIONER UECKER – YES.

COMMISSIONER LIESMANN – ABSENT

COMMISSIONER GRANBERG – ABSENT. MOTION CARRIED. 3/0

ITEM 12 – Annual review and approval of the Blanco County Investment Policy. Vote on any action taken. (Judge Bray & Auditor Wenmohs)

COMMISSIONER WEIR motioned to approve the Blanco County Investment Policy, seconded by Commissioner Uecker. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.

COMMISSIONER WEIR – YES.

COMMISSIONER UECKER – YES.

COMMISSIONER LIESMANN – ABSENT

COMMISSIONER GRANBERG – ABSENT. MOTION CARRIED. 3/0

ITEM 13- Consider authorization for the County Judge to sign the health and dental insurance renewal forms w/Texas Association of Counties for FY2022-23. Vote on any action taken. (Judge Bray & Treasurer Swift)

COMMISSIONER UECKER motioned to authorize the County Judge to sign the health and dental insurance renewal forms w/Texas Association of Counties for FY2022-23, seconded by Commissioner Weir. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.

COMMISSIONER WEIR – YES.
COMMISSIONER UECKER – YES.
COMMISSIONER LIESMANN – ABSENT
COMMISSIONER GRANBERG – ABSENT. MOTION CARRIED. 3/0

ITEM 14 – Consider proclamation recognizing Workforce Solutions Rural Capital Area’s continued service to Blanco County. Vote on any action taken. (Judge Bray)

COMMISSIONER WEIR made a motion approving proclamation recognizing Workforce Solutions Rural Capital Area’s continued service to Blanco County, seconded by Commissioner Uecker. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.

COMMISSIONER WEIR – YES.

COMMISSIONER UECKER – YES.

COMMISSIONER LIESMANN – ABSENT

COMMISSIONER GRANBERG – ABSENT. MOTION CARRIED. 3/0

ITEM 15- Consider proclamation declaring June 14, 2022, as “Flag Day” and June 12-18, 2022, as “Flag Week” in Blanco County. Vote on any action taken. (Judge Bray)

COMMISSIONER UECKER motioned to proclaim June 14, 2022, as “Flag Day” and June 12-18, 2022, as “Flag Week” in Blanco County, seconded by Commissioner Weir. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.

COMMISSIONER WEIR – YES.

COMMISSIONER UECKER – YES.

COMMISSIONER LIESMANN – ABSENT

COMMISSIONER GRANBERG – ABSENT. MOTION CARRIED. 3/0

ITEM 16- Consider authorization for CAPCOG to update the 2022 County Road Inventory on behalf of Blanco County, Vote on any action taken. (Judge Bray)

COMMISSIONER WEIR motioned to update 2022 County Road Inventory on behalf of Blanco County, seconded by Commissioner Uecker. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.

COMMISSIONER WEIR – YES.

COMMISSIONER UECKER – YES.

COMMISSIONER LIESMANN – ABSENT

COMMISSIONER GRANBERG – ABSENT. MOTION CARRIED. 3/0

ITEM 17- Discussion and possible action regarding budget request hearing originally scheduled for July 12. Vote on any action taken. (Judge Bray)

NO ACTION TAKEN

ITEM 18- Authorize appointment of seven (7) Elected Officials and two (2) individuals plus twenty-five (25) alternates to the Salary Grievance Committee. Vote on any action taken. (Judge Bray)

COMMISSIONER WEIR motioned appointing (7) Elected Officials and two (2) individuals plus twenty-five (25) alternates to the Salary Grievance Committee, seconded by Commissioner Uecker. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.

COMMISSIONER WEIR – YES.
COMMISSIONER UECKER – YES.
COMMISSIONER LIESMANN – ABSENT
COMMISSIONER GRANBERG – ABSENT. MOTION CARRIED. 3/0

ITEM 19- Discuss and approve a continuation of the District Clerk’s Historical Documents for restoration, imaging, and preservation with Kofile Technologies. This continuation resulted in additional work which was discovered by the District Clerk’s Office after the initial project approval by Commissioners’ Court on August 11, 2020. This proposal utilizes the GSA procurement schedule which is the same schedule as the original project proposal and provides a 4-year payment plan at \$16,189.24 annually. Vote on any action taken. (Judge Bray & District Clerk Doyle)

COMMISSIONER UECKER motioned to approve a continuation of the District Clerk’s Historical Documents for resolution, imaging, and preservation with Kofile Technologies, seconded by Commissioner Weir. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.
COMMISSIONER WEIR – YES.
COMMISSIONER UECKER – YES.
COMMISSIONER LIESMANN – ABSENT
COMMISSIONER GRANBERG – ABSENT. MOTION CARRIED. 3/0

ITEM 20- Discussion and action regarding a parcel of land division on Pepper Flat Rd. Vote on any action taken. (Commissioner Uecker)

COMMISSIONER UECKER motioned we accept this affidavit and the court orders to accept it, having the Judge sign off, seconded by Commissioner Weir, Judge Bray called for discussion and vote.

JUDGE BRAY – YES.
COMMISSIONER WEIR – YES.
COMMISSIONER UECKER – YES.
COMMISSIONER LIESMANN – ABSENT
COMMISSIONER GRANBERG – ABSENT. MOTION CARRIED. 3/0

ITEM 21- Consider preliminary plat of Estates at Round Mountain subdivision. Vote on any action taken. (Commissioner Liesmann)

COMMISSIONER WEIR motioned to accept the preliminary plat of Estates at Round Mountain subdivision, seconded by Commissioner Uecker. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.
COMMISSIONER WEIR – YES.
COMMISSIONER UECKER – YES.
COMMISSIONER LIESMANN – ABSENT
COMMISSIONER GRANBERG – ABSENT. MOTION CARRIED. 3/0

ITEM 22- Consider preliminary plat of 464 Ranch subdivision. Vote on any action taken. (Commissioner Liesmann)

COMMISSIONER UECKER motioned to consider preliminary plat of 464 Ranch subdivision, seconded by Commissioner Weir. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.
COMMISSIONER WEIR – YES.
COMMISSIONER UECKER – YES.
COMMISSIONER LIESMANN – ABSENT

COMMISSIONER GRANBERG – ABSENT. MOTION CARRIED. 3/0

ITEM 23- Consider burn ban AND ADDENDUM at the same time. Consideration order prohibiting or restricting the sale or use of “restricted fireworks” which are defined as “skyrockets with sticks” or “missiles with fins” as classified in 49 Code of Federal Regulations, Sec. 173.100 (r)(2). Vote on any action taken. (Judge Bray)

COMMISSIONER UECKER motioned to go with burn ban and include firework declaration of it, seconded by Commissioner Weir. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.

COMMISSIONER WEIR – YES.

COMMISSIONER UECKER – YES.

COMMISSIONER LIESMANN – ABSENT

COMMISSIONER GRANBERG – ABSENT. MOTION CARRIED. 3/0

ITEM 24- Adjourn.

COMMISSIONER UECKER made a motion to adjourn, seconded by Commissioner Weir. Judge Bray called for vote.

JUDGE BRAY – YES.

COMMISSIONER WEIR – YES.

COMMISSIONER UECKER – YES.

COMMISSIONER LIESMANN – ABSENT

COMMISSIONER GRANBERG – ABSENT. MOTION CARRIED. 3/0

Meeting adjourned at 9:39 o'clock am

The above and foregoing minutes were examined and approved in Open Court this _____ day of June, 2022.

I, Laura Walla, County Clerk, Blanco County, Texas attest that the foregoing is a true and correct accounting of the Commissioner’s Court authorized proceedings for June 14th, 2022

County Clerk and Ex-Officio Member of Commissioner’s Court, Blanco County, Texas

BLANCO COUNTY
REQUEST FOR A LINE-ITEM TRA

Request changed -
see attached
email. \$1200⁰⁰
approved.

DATE: 6-13-22

TO: HONORABLE COMMISSIONERS COURT OF BLANCO COUNT

FROM: Chris Liesman

DEPARTMENT Emergency Management

I SUBMIT TO YOU FOR YOUR CONSIDERATION, THE FOLLOWING LINE ITEM TRANSFERS:

FUND	LINE ITEM DESCRIPTION	LINE ITEM #	AMOUNT
FROM: <u>General</u>	<u>Education / Travel</u>	<u>10-445-306</u>	1500.⁰⁰ <u>1200⁰⁰</u>
TO: <u>General</u>	<u>Emergency Equipment / Supplies</u>	<u>10-445-390</u>	1500.⁰⁰ <u>1200⁰⁰</u>

Reason for request:
Cost of Lincoln Smith Fire of Cypress Mill Fire

Note: This change is the budget for county purposes is in accordance with 111.011
Changes in Budget for County Purposes" of the Local Government Code.

[Signature]
Department Head Signature

Attest: County Clerk
(if Commissioners' Court Action)

[Signature]
Co Judge/Commissioners' Court Approval
(as needed)

**BLANCO COUNTY
REQUEST FOR A LINE-ITEM TRANSFER**

Funds are available.

DATE: 21-Jun-22

TO: HONORABLE COMMISSIONERS COURT OF BLANCO COUNTY,

FROM: Tommy Weir Blanco County Commissioner

DEPARTMENT Precinct1 Road & Bridge

I SUBMIT TO YOU FOR YOUR CONSIDERATION, THE FOLLOWING LINE ITEM TRANSFERS:

FUND	LINE ITEM DESCRIPTION	LINE ITEM #	AMOUNT
FROM: <u>concrete</u>		15-540-322	\$10,000.00 <i>\$18,000</i>
TO: <u>Road Projects</u>		15-540-330	\$10,000.00 <i>\$18,000</i>

Reason for request:

Trainer-Wuest Crossing
CR-102 Kendalia Road

Note: This change in the budget for county purposes is in accordance with 111.011 "Changes in Budget for County Purposes" of the Local Government Code.


Department Head Signature

Attest: County Clerk
(if Commissioners' Court Action)


Co Judge/Commissioners' Court Approval
(as needed)

Blanco County Commissioners' Court

June 28, 2022

Invoice File Listing By Fund

COPY

Fund	Description	Disbursement
010	General Fund	\$ 87,529.72
015	Road & Bridge Fund	\$ 82,751.75
Total		\$ 170,281.47

The attached list of Claims Payable have been examined & approved for payment by the Assistant County Auditor as provided by the Texas LGC 113.064 & 113.065

Attest Asst. County Auditor:

Matthew S. Smith

Date

6-22-22

The attached list of Claims Payable have been examined & approved for payment by the Commissioners' Court as provided by the Texas LGC 115.021 & 115.022

County Judge

Date

Commissioner Pct 1

Commissioner Pct 3

Commissioner Pct 2

Commissioner Pct 4

 DEPARTMENT

NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0410-COUNTY CLERK				
BUSINESS CENTER PRINT & OS	80729	A	INV#150632 CO CLERK	79.99
POSTMASTER/BOX RENT	80714	A	PO BOX 65 RENTAL	72.00
DEPARTMENT TOTAL				151.99
0411-ELECTIONS ADMINISTRATOR				
BLANCO COUNTY PUBLICATIONS LP	80681	A	INV#2698 EA	60.00
BLANCO COUNTY PUBLICATIONS LP	80682	A	INV#2699 EA	276.00
BLANCO COUNTY PUBLICATIONS LP	80683	A	INV#2725 EA	60.00
JOHNSON CITY PUBLICATIONS LP	80680	A	INV#48854	180.00
JOHNSON CITY PUBLICATIONS LP	80700	A	INV#48942 EA	60.00
VERIZON WIRELESS	80671	A	INV #9907805818 ELECTION	266.91
DEPARTMENT TOTAL				902.91
0412-DISTRICT CLERK				
GOVERNMENT FORMS & SUPPLIES, LLC	80696	A	INV#0334561 DIST CLERK	965.00
DEPARTMENT TOTAL				965.00
0420-TAX ASSESSOR/COLLECTOR				
KRISTEN SPIES	80701	A	REIMBURSEMENT	658.73
DEPARTMENT TOTAL				658.73
0425-COUNTY SHERIFF				
BAYLOR SCOTT WHITE	80611	A	PATIENT #00008171 JAIL	4,754.88
BAYLOR SCOTT WHITE	80612	A	PATIENT #00008171 JAIL	1,164.40
BAYLOR SCOTT WHITE	80613	A	PATIENT #202200118 JAIL	409.36
BAYLOR SCOTT WHITE	80616	A	PATIENT #202200118 JAIL	707.59
BAYLOR SCOTT WHITE	80617	A	PATIENT #202200118 JAIL	606.45
BAYLOR SCOTT WHITE	80618	A	PATIENT #202200118 JAIL	606.45
BAYLOR SCOTT WHITE	80619	A	PATIENT #202200118 JAIL	3,624.47
CENTURY INTEGRATED PARTNERS	80634	A	PATIENT #7107540 JAIL	101.00
EXPRESS AUTOMOTIVE SERVICE	80691	A	INV#1143116 LEC	58.45
EXPRESS AUTOMOTIVE SERVICE	80692	A	INV#1143158 LEC	67.41
GALLS, LLC	80693	A	INV#021250006 LEC	399.00
GALLS, LLC	80694	A	INV#021281114 LEC	264.00
GALLS, LLC	80695	A	INV#021284156 LEC	270.37
OFFICESUPPLY.COM	80703	A	INV#4999978 LEC	218.75
PEDERNALES ELECTRIC COOP	80658	A	INV #955 LEC	4,078.65
PERFORMANCE FOOD SERVICE	80710	A	INV#1623869 LEC	1,321.97
SOUTHERN HEALTH PARTNERS	80668	A	INV #BASE44534 JAIL JULY 2022	5,732.78
SYMBOLARTS	80716	A	INV#0432828-IN LEC	125.00
DEPARTMENT TOTAL				24,510.98
0435-INDIGENT HEALTH CARE				
BAYLOR SCOTT WHITE	80614	A	PATIENT #627400536	409.50
BAYLOR SCOTT WHITE	80615	A	PATIENT #08142020	0.01
CRAIG NEFFENDORF PT	80635	A	PATIENT #466219603	135.00
CRAIG NEFFENDORF PT	80636	A	PATIENT #466219603	135.00
CRAIG NEFFENDORF PT	80637	A	PATIENT #466219603	135.00
SCOTT & WHITE HOSPITAL	80659	A	PATIENT #PH9703756480	6.42
SCOTT & WHITE HOSPITAL	80660	A	PATIENT #PH9703756730	17.10
SCOTT & WHITE HOSPITAL	80661	A	PATIENT #PH9703756710	47.68
SCOTT & WHITE HOSPITAL	80662	A	PATIENT #PH9704220710	6.95
DEPARTMENT TOTAL				892.66
0450-JUDICIAL EXPENSES				
33RD & 424TH JUDICIAL DISTRICTS CSC	80608	A	MAY 2022	269.16

 DEPARTMENT

NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
ANNE B. LITTLE, PLLC	80609	A	33RD CAUSE #CV08385	52.50
BLANCO CO CHILD PROTECTION BD	80621	A	JURY DONATIONS	274.00
BLANCO CO CHILD PROTECTION BD	80624	A	JURY DONATIONS	120.00
BROWN & LACALLADE, P.C.	80626	A	424TH CAUSE #CV09162	202.50
BROWN & LACALLADE, P.C.	80627	A	424TH CAUSE #CV09044	268.34
BROWN & LACALLADE, P.C.	80628	A	33RD CAUSE #CV09081	802.50
BROWN & LACALLADE, P.C.	80629	A	33RD CAUSE #CV09025	468.75
CROFTS - CROW FUNERAL HOME	80638	A	DEWOLF	350.00
CROFTS - CROW FUNERAL HOME	80639	A	TANNER	350.00
CROFTS - CROW FUNERAL HOME	80640	A	TRACY	350.00
CROFTS - CROW FUNERAL HOME	80641	A	HEBERT	350.00
CROFTS - CROW FUNERAL HOME	80642	A	SPIVEY	350.00
CROFTS - CROW FUNERAL HOME	80643	A	CAMOCHO	350.00
FRONTIER COMMUNICATIONS	80648	A	830-868-7986 JUDICIAL	207.27
HILL COUNTRY CHILD ADVOCACY CT	80622	A	JURY DONATIONS	166.00
HILL COUNTRY CHILD ADVOCACY CT	80625	A	JURY DONATIONS	40.00
JENNIFER C. HARRIS	80654	A	424TH CAUSE #CV09174	480.00
SHELL & SHELL	80663	A	424TH CASE #CR01977	375.00
SHELL & SHELL	80664	A	424TH CASE #CR02039	375.00
SHELL & SHELL	80665	A	424TH CASE #CR02019	325.00
SONYA R. WRIGHT, PLLC	80666	A	424TH CAUSE #CV09044	307.50
SONYA R. WRIGHT, PLLC	80667	A	33RD CAUSE #CV09025	285.00
SONYA R. WRIGHT, PLLC	80678	A	424TH CAUSE #CV09174	247.50
STATE COMPTROLLER	80623	A	JURY DONATIONS (3)	18.00
VANA AND VANA LAW FIRM	80670	A	424TH CASE #1965	325.00
DEPARTMENT TOTAL				7,709.02
0451-DISTRICT JUDGE				
ALAN GARRETT	80672	A	JUVENILE BOARD COMP	100.00
ALAN GARRETT	80673	A	DISTRICT JUDGE SUPPLEMENT	129.33
BURNET COUNTY TREASURER	80631	A	DISTRICT JUDGES MAY 2022	4,999.81
EVAN C. STUBBS	80674	A	DISTRICT JUDGE SUPPLEMENT	129.33
EVAN C. STUBBS	80675	A	JUVENILE BOARD COMP., 424TH	100.00
DEPARTMENT TOTAL				5,458.47
0452-DISTRICT ATTORNEY				
BURNET COUNTY TREASURER	80630	A	DISTRICT ATTORNEY MAY 2022	17,169.75
DEPARTMENT TOTAL				17,169.75
0453-JUVENILE PROBATION				
JUVENILE PROBATION DEPT	80655	A	JUNE 2022	4,393.48
DEPARTMENT TOTAL				4,393.48
0500-COURTHOUSE EXPENSES				
CANON FINANCIAL SERVICES, INC.	80632	A	INV #28693595 LEC	37.92
CHARTER COMMUNICATIONS HOLDINGS,LLC	80633	A	INV #6265777061122	272.22
DECOTY	80644	A	INV #894706	20.00
DOYLE ELECTRIC, LLC	80689	A	INV#2437(BB) N. ANNEX	512.00
DOYLE ELECTRIC, LLC	80690	A	INV#2549(TD) COURTHOUSE	233.00
FRONTIER COMMUNICATIONS	80645	A	830-868-2228 FAX ELEV	341.74
FRONTIER COMMUNICATIONS	80646	A	830-868-7208 AUDITOR	11.13
FRONTIER COMMUNICATIONS	80647	A	830-868-4266 COUNTY	1,396.53
GRAVES HUMPHRIES, STAHL, LIMITED	80650	A	REPORT #COL005 JP 4	212.40
GREAT AMERICA FINANCIAL SERVICES	80651	A	INV #31803367 COPIERS	1,095.02
HILL COUNTRY REFRIGERATION	80697	A	INV#92150 LEC	352.15
JACQUELINE EARLEY	80652	A	CONTRACT LABOR JUNE 13-15 2022	187.50
JASON D. DUNHAM, PHD	80653	A	CAUSE #CR01984	1,000.00

 DEPARTMENT

NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
PAUL GRANBERG REIMBURSEMENT ACCOUNT	80709	A	REIMBURSEMENT	808.71
PEDERNALES ELECTRIC COOP	80657	A	INV #955 COUNTY	2,838.07
TEXAS LAWYERS INS. EXCHANGE	80669	A	QUOTE #102573	1,500.00
UNIFIRST CORPORATION	80727	A	INV#8191199686	7.48
UNIFIRST CORPORATION	80728	A	INV#8191200452	61.96
VERTICAL BRIDGE S3 ASSETS, LLC	80676	A	INV #00336812	1,603.43
DEPARTMENT TOTAL				12,491.26
0520-JUSTICE OF THE PEACE #4				
NORTHEAST TEXAS DATA CORP.	80656	A	REPORT #CAS017 JP 4	20.00
V-QUEST OFFICE MACHINES & SUPPLIES,	80730	A	INV#150490 JP4	43.38
DEPARTMENT TOTAL				63.38
0535-911-COUNTY EXPENSES				
BIS CONSULTING, LLC	80620	A	INV #7149	3,000.00
DEPARTMENT TOTAL				3,000.00
0550-RECYCLING COORDINATOR				
JJ'S WASTE & RECYCLING	80699	A	INV#203806 RECYCLING	575.00
DEPARTMENT TOTAL				575.00
0560-GENERAL FUND CAPITAL EQUIPMENT				
MOTOROLA SOLUTIONS, INC.	80702	A	TRANS#8281386658 CONST 4	4,890.09
TEXAS NO SLIP, LLC	80719	A	INV#600574 LEC	3,697.00
DEPARTMENT TOTAL				8,587.09
FUND TOTAL				87,529.72

 DEPARTMENT

NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0540-R&B PCT #1				
AVAILABLE CONSTRUCTION & TRANSPORT	80610	A	INV #1 TRAINER WUEST	60,370.00
BRAUNTEX MATERIALS, INC.	80686	A	INV#136630 PCT 1	4,727.19
DIRT WORKS	80688	A	INV#24722 PCT 1	388.17
PETERSON TIRE	80711	A	INV#BL48521 PCT 1	395.00
THIRD COAST DISTRIBUTING, LLC	80720	A	INV#886142 PCT 1	79.63
THIRD COAST DISTRIBUTING, LLC	80721	A	INV#886924 PCT 1	36.99
THOMAS WEIR	80723	A	REIMBURSEMENT	28.50
DEPARTMENT TOTAL				66,025.48
0550-R&B PCT #2				
ARMADILLO MATERIALS LLC	80679	A	INV#ARM03369 PCT 2	285.53
COMMERCIAL ALTERNATOR & START	80687	A	INV#13424 PCT 2	292.00
FRONTIER COMMUNICATIONS	80649	A	830-868-4471 PCT 2	120.44
INGRAM READYMIX INCORPORATED	80698	A	INV#2239872 PCT 2	864.00
THOMAS WEIR	80724	A	REIMBURSEMENT	28.50
DEPARTMENT TOTAL				1,590.47
0560-R&B PCT #3				
BLANCO COUNTY TAX ASSESSOR-COLLECT	80684	A	LICENSE TAG#1415563 PCT 3	22.00
BLANCO COUNTY TAX ASSESSOR-COLLECT	80685	A	LICENSE TAG#9082035 PCT 3	22.00
FRONTIER COMMUNICATIONS	80677	A	830-825-3270 PCT 3	101.62
PETERSON TIRE	80713	A	INV#BL48616 PCT 3	80.00
STROEHER & OLFERS INC	80715	A	INV#215525 PCT 3	29.75
TEXAS MATERIALS GROUP, INC	80717	A	INV#201081346 PCT 3	7,100.90
TEXAS MATERIALS GROUP, INC	80718	A	INV#201085125 PCT 3	6,984.45
THOMAS WEIR	80725	A	REIMBURSEMENT	28.50
DEPARTMENT TOTAL				14,369.22
0570-R&B PCT #4				
OUTLAW LUMBER & HARDWARE, LLC	80704	A	INV#35680 PCT 4	89.99
OUTLAW LUMBER & HARDWARE, LLC	80705	A	INV#35806 PCT 4	39.99
OUTLAW LUMBER & HARDWARE, LLC	80706	A	INV#36644 PCT 4	23.99
OUTLAW LUMBER & HARDWARE, LLC	80707	A	INV#36711 PCT 4	93.48
OUTLAW LUMBER & HARDWARE, LLC	80708	A	INV#36737 PCT 4	5.69
PETERSON TIRE	80712	A	INV#BL48521 PCT 4	395.00
THIRD COAST DISTRIBUTING, LLC	80722	A	INV#886169 PCT 4	89.94
THOMAS WEIR	80726	A	REIMBURSEMENT	28.50
DEPARTMENT TOTAL				766.58
FUND TOTAL				82,751.75

DEPARTMENT

NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
GRAND TOTAL				170,281.47

Proclamation

Blanco County in partnership with The Hill Country 100 Club, would like to recognize all of the brave men and women, in Blanco County that serve our Community as first responders. To commemorate this occasion the Commissioners' Court declares the month of July as ***First Responders Month*** in Blanco County.

During this month the Court encourages our citizens to be involved in these ways:

- Take time to thank all those full time, and volunteer first responders that you come in contact with for the great service they provide to our community.
- Take the time to get to know a first responder and let them know they deserve special recognition.
- Make their job easier, by making sure your house number is highly visible on the entry to your fence or gate. If you live out of town, make sure they have your gate or lock code. Generally provide easy access to your property.
- Be aware, if you see suspicious activity or potential danger, you can increase the reach of our first responders just by keeping them informed.
- Join organizations like The Hill Country 100 Club, whose goal is to support first responders through providing financial support for their families if they are killed or injured in the line of duty. Provide recognition for them at their annual banquet, and support those who want a future as a first responder through their scholarship program.

This month is Blanco County's ongoing show of appreciation for our first responders. These unsung heroes are vital to a healthy and safe Hill Country environment. Join us in showing our First Responders that they make a difference.

**WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY JUDGE, THIS 28th
DAY OF JUNE, 2022.**



BRETT BRAY
BLANCO COUNTY JUDGE

A RESOLUTION SUPPORTING INCLUSION IN THE TEXAS COUNTYWIDE POLLING PLACE PROGRAM

WHEREAS, Pursuant to Texas Election Code § 43.007 et.seq., Texas counties may submit an application to the Texas Secretary of State to participate in a program to use countywide polling places for elections as an alternative to having a polling place located in each county election precinct;

WHEREAS, the Blanco County Commissioners Court finds it to be in the best interest of the citizens of Blanco County to apply for inclusion in the countywide polling place program of the Secretary of State;

WHEREAS, the Blanco County Commissioners Court held a public hearing on February 8, 2022, regarding the County's participation in the program and will submit an electronic recording of the hearing to the Secretary of State;

NOW THEREFORE BE IT RESOLVED AND ORDERED:

THAT the Blanco County Commissioners Court supports the Application to Participate in the Secretary of State's Countywide Polling Place Program as provided in Election Code 43.007.

PASSED AND APPROVED THIS 28TH DAY OF JUNE 2022.

Brett Bray
County Judge

Tommy Weir
County Commissioner, Precinct 1

Emil Uecker
County Commissioner, Precinct 2

Chris Liesmann
County Commissioner, Precinct 3

Paul Granberg
County Commissioner, Precinct 4

ATTEST:

Laura Walla
County Clerk

COPY

**CAPITAL AREA COUNCIL OF GOVERNMENTS INTERLOCAL
CONTRACT FOR IMPLEMENTATION OF SOLID WASTE
MANAGEMENT ACTIVITIES, FY 2022**

The Capital Area Council of Governments (hereafter, CAPCOG) and the agreeing party (hereafter, SUBRECIPIENT) each certifies that it has authority to enter into this Contract pursuant to the provisions of the Interlocal Cooperation Act, Texas Government Code Section 791.00 et seq, and the Solid Waste Disposal Act, Chapter 361 of the Texas Health and Safety Code.

This Solid Waste Interlocal Contract is entered into by and between the parties named below. **Neither the Texas Commission on Environmental Quality (TCEQ) nor the State of Texas is a party to this agreement.**

PRIMARY: Capital Area Council of Governments
 SUBRECIPIENT: Blanco County
 Contract #: 22-12-06
 Total Project Cost \$10,075
 Award: No more than \$10,750
 Required Match: \$0.00

Contracting Parties

PRIMARY: Capital Area Council of Governments
 Signature: _____
 Printed Name: Betty Voights
 Title: Executive Director
 Date: _____

SUBRECIPIENT: Blanco County
 Signature: _____
 Printed Name: Bret Bray
 Title: County Judge
 Date: _____

Article I. General Contract Provisions

Section 1.01 Purpose

- a. The purpose of this Contract is to accomplish the goals of the Solid Waste Disposal Act of 1989, as amended, as they relate to distributing solid waste fee revenue funds to support local and regional solid waste projects consistent with the regional solid waste management plans approved by the TCEQ and to update and maintain those plans.
- b. CAPCOG's Executive Committee has determined that this project will support the goals and objectives of CAPCOG's Regional Solid Waste Management Plan (RSWMP).
- c. The overall goals of this contract are:
 - (i) To enable CAPCOG to carry out or conduct various MSW management-related services and support activities within CAPCOG's regional jurisdiction;
 - (ii) To enable CAPCOG to report to the Legislature and promote the continuation of pass-through grant funding; and
 - (iii) To administer an efficient and effective region-wide pass-through assistance grants program and/or, where authorized by CAPCOG to conduct various CAPCOG-managed projects.

Section 1.02 Scope of Services

- a. All parties agree that the Blanco County, in consideration of compensation hereinafter described, shall carry out work as described in Article V of this contract.
- b. The SUBRECIPIENT agrees to implement the Project according to the agreed upon budget in an amount no more than \$10,075.00 as detailed in Article VII of this Contract.
- c. Failure on the part of the SUBRECIPIENT to comply with the conditions set forth in this Contract shall be the basis for termination of the Contract and recovery of any unexpended or inappropriately expended funds.

Section 1.03 Period of Performance

- a. The period of performance of this Solid Waste Interlocal Contract (hereafter, Contract) begins on May 15, 2022 and ends, unless sooner terminated under Section 2.10, Section 2.11, or Section 2.12, on April 30, 2023.
- b. The SUBRECIPIENT has the time period shown above to complete the tasks as shown in Article V of this Contract.
- c. The SUBRECIPIENT may request in writing a time extension, but CAPCOG is not obligated to provide the time extension.
- d. SUBRECIPIENT must not begin work under this Contract until CAPCOG's project representative identified in Article IV signs and transmits a "Notice-To-Proceed" to the SUBRECIPIENT's project representative. This will not occur until:
 - (i) The project representative for the SUBRECIPIENT identified in Article IV completed a mandatory grant management workshop conducted by CAPCOG's project representative on March 10, 2022 (or will commit to at a time and location mutually agreeable to both project representatives).
 - (ii) The TCEQ approves the project.

Section 1.04 Legal Authority and Indemnification

- a. The SUBRECIPIENT warrants and assures CAPCOG that it possesses adequate legal authority to enter into this Contract. The SUBRECIPIENT'S governing body where applicable has authorized the signatory official(s) to enter into this Contract and bind the SUBRECIPIENT to the terms of this Contract and any subsequent amendments hereto. The SUBRECIPIENT agrees to adhere to the provisions of Section (6) 361.014 and Chapters 363 and 364 of the Texas Health and Safety Code, Title 30 Texas Administrative Code (30 TAC) section 5330.649 of the MSW Rules, 30 TAC Chapter 14, TCEQ Rules, the Uniform Grant Management Standards (UGMS) issued by the Texas Comptroller of Public Accounts and its successor guidance, the Texas Grant Management Standards (TXGMS).
- b. SUBRECIPIENT is not an employee or agent of CAPCOG.

Section 1.05 Limitation of Liability

- a. In no event shall the parties to this Contract be liable to the other party for any special, consequential, incidental or punitive damages on any claim arising out of or concerning this contract. If SUBRECIPIENT is served with process in a suit or proceeding described in Subsection (a), SUBRECIPIENT agrees to furnish CAPCOG promptly with a copy of the process. SUBRECIPIENT agrees that its indemnification obligations under Subsection (a) apply to causes of action accruing during the term of this Contract, and that for this purpose the obligations will survive the ending or early termination of this Contract.

Section 1.06 Liability Insurance

- a. SUBRECIPIENT agrees to maintain its own commercial general liability insurance, or the equivalent in amount and coverage of self-insurance, during the term of this SUBAGREEMENT and to name CAPCOG an additional insured on the policy. SUBRECIPIENT agrees to provide the minimum primary insurance coverage of \$500,000 general aggregate and \$250,000 each occurrence plus \$500,000 excess coverage.
- b. SUBRECIPIENT'S liability insurance must contain provisions, to the extent legally permitted, that the insurer will notify CAPCOG in writing at least 10 calendar days in advance of (1) cancellation of non-renewal of the policy; (2) any reduction in the policy amounts; and (3) deletion of CAPCOG as an additional insured.
- c. SUBRECIPIENT agrees to furnish CAPCOG with a certificate of the SUBRECIPIENT'S commercial liability insurance or copy of its policy, or to certify in writing that it has in force the equivalent amount and coverage of self-insurance if requested.

Section 1.07 Audit/Access to Records

- a. The SUBRECIPIENT shall maintain and make available for review, inspection and/or audit books, records, documents, and other evidence reasonably pertinent to performance on all work under this Contract, including negotiated changes or amendments thereto, in accordance with accepted professional practice, appropriate accounting procedures and practices at the SUBRECIPIENT'S Texas office.

- b. CAPCOG, TCEQ, Texas State Auditor's Office or any of CAPCOG's duly authorized representatives, shall have access to such books, records, documents, and other evidence for the purpose of review, inspection and/or audit.
- c. Audits conducted pursuant to this provision shall be in accordance with State law, regulations and policy, and generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agency.
- d. Records under Sections (a) above shall be maintained and made available during the entire period of performance of this Contract and until three (3) years from date of final CAPCOG payment for the project. In addition, those records which relate to any dispute, litigation, or the settlement of claims arising out of such performance, or costs or items to which an audit exception has been taken shall be maintained and made available until completion of such action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.
- e. This audit/access to records applies to financial records pertaining to all subagreements and all subagreement change orders and amendments.
- f. CAPCOG reserves the right to require the reimbursement of any over-payments determined as a result of any audit or inspection of records kept by the SUBRECIPIENT on work performed under this Contract.
- g. The SUBRECIPIENT agrees to include Sections (a) through (g) of this Section in all subagreements or contracts and all change orders directly related to project performance.

Section 1.08 Independent Financial Audit

- a. The SUBRECIPIENT shall adhere to the Single Audit requirements of the UGMS. The SUBRECIPIENT shall deliver to CAPCOG any applicable audit report within thirty (30) days of completion of the audit report. The SUBRECIPIENT is responsible for including the Single Audit requirements in all subagreements and shall be responsible for insuring adherence to those requirements by all subgrantees and contractors.

Section 1.09 Amendments to Contract

- a. Any alterations, additions, or deletions to the terms of this Contract which are required by changes in state law or regulations are automatically incorporated into this Contract without written amendment hereto, and shall become effective on the date designated by such law or regulation, provided if the SUBRECIPIENT may not legally comply with such change, SUBRECIPIENT may terminate its participation herein as authorized by Section 2.10.
- b. CAPCOG may, from time to time, require changes in the Scope of the Services of the SUBRECIPIENT to be performed hereunder. Such changes that are mutually agreed upon by and between CAPCOG and the SUBRECIPIENT in writing shall be incorporated into this Contract.
- c. Any changes in personnel whose salaries are funded under this Contract or any other changes in the budget, scope of work, schedule or deliverables, must be approved in advance by CAPCOG. A detailed description of the proposed change(s) shall be submitted in writing by the SUBRECIPIENT to CAPCOG for approval. Authorization to amend the Contract will be documented in writing and copies of the authorization retained in the files of both CAPCOG and SUBRECIPIENT.

Section 1.10 Termination of Contract for Convenience

- a. CAPCOG may terminate this Contract in whole or part for its convenience. CAPCOG terminates this Contract for convenience by giving SUBRECIPIENT at least 30 calendar days' notice of the termination, specifying the termination date, and describing the part or parts terminated.
- b. Upon receipt of the termination notice, SUBRECIPIENT agrees to stop work on or before the termination date, cancel all subcontracts and orders entered into under this Contract, and settle all claims resulting from cancellation of the subcontracts and orders. If CAPCOG terminates only part of the Contract, SUBRECIPIENT agrees to complete the un-terminated part if CAPCOG so requests.
- c. At CAPCOG's request, following termination of the Contract for convenience, SUBRECIPIENT agrees to transfer title and deliver to CAPCOG, at CAPCOG's expense, all work produced in performing this Contract. SUBRECIPIENT agrees to preserve and protect the work until it is delivered to CAPCOG.
- d. SUBRECIPIENT agrees to submit to CAPCOG a written termination claim itemizing and documenting the amounts due because of termination of the Contract. If SUBRECIPIENT does not submit the termination claim within 90 calendar days from the effective date of termination, SUBRECIPIENT's termination claim is barred.
- e. If SUBRECIPIENT's termination claim is timely submitted, complete, and correct, CAPCOG agrees to pay SUBRECIPIENT the following amounts in full settlement of SUBRECIPIENT's termination claim: (1) the reasonable cost of all work performed through the date of termination; and (2) the reasonable cost of settling and paying claims resulting from cancellation of subcontracts and orders. However, CAPCOG's total payment under this paragraph may not exceed the total Contract price, less amounts already paid SUBRECIPIENT under this Contract, any lawful offsets, and the Contract price for any work not terminated.

Section 1.11 Suspension or Termination of Contract for Unavailability of Funds

- a. SUBRECIPIENT acknowledges that CAPCOG is a governmental entity without taxing power and that its only source for paying SUBRECIPIENT under this Contract is the MSW Disposal and Transportation Revenue Fee administered by TCEQ under Contract with CAPCOG. If TCEQ suspends or terminates its Contract with CAPCOG, SUBRECIPIENT agrees that CAPCOG may suspend its payment obligations under or terminate this Contract in whole or part. If CAPCOG suspends or terminates only part of this Contract for unavailability of funds, SUBRECIPIENT agrees to perform the unsuspended or un-terminated part if CAPCOG so requests.
- b. CAPCOG suspends or terminates this Contract for unavailability of funds by giving SUBRECIPIENT notice of the suspension or termination, as soon as it learns of the funding unavailability, specifying the suspension or termination date, and describing the part or parts suspended or terminated. CAPCOG agrees to promptly return to SUBRECIPIENT at CAPCOG's expense any goods SUBRECIPIENT shipped to CAPCOG before receiving notice of suspension or termination.
- c. If this Contract is terminated for unavailability of funds under this Section 2.11, SUBRECIPIENT is entitled to compensation for goods it furnished and services it performed before it received notice of termination. However, CAPCOG is not liable to SUBRECIPIENT for costs it paid or incurred under this Contract after or in anticipation of its receipt of notice of termination.

Section 1.12 Termination for Breach of Contract

- a. If CAPCOG or SUBRECIPIENT breaches a material provision of this Contract, the other may notify the breaching party describing the breach and demanding corrective action. The breaching party has five business days from its receipt of the notice to correct the breach, or to begin and continue with

reasonable diligence and in good faith to correct the breach. If the breach cannot be corrected within a reasonable time, despite the breaching party's reasonable diligence and good faith effort to do so, either party may terminate the Contract for breach by notifying the other party of the termination date, which may be no sooner than 10 calendar days from the notice date, or either party may invoke the dispute resolution process of Section 2.18.

b. If this Contract is terminated for breach under Subsection (a), SUBRECIPIENT is entitled to compensation for services it performed and goods it provided before it received notice of termination. However, CAPCOG is not liable to SUBRECIPIENT for costs it paid or incurred under this Contract after or in anticipation of its receipt of notice of termination.

c. Termination for breach under Subsection (a) does not waive CAPCOG's claim for damages resulting from the breach, and CAPCOG among other remedies may withhold from compensation owed SUBRECIPIENT an amount necessary to satisfy CAPCOG's claim.

Section 1.13 Severability

a. All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

Section 1.14 Data and Publicity

a. All data and other information developed under this Contract shall be furnished to CAPCOG and shall be public data and information except to the extent that it is exempted from public access by the Texas Open Records/Public Information Act, Texas Government Code Chapter 552. Upon termination of this Contract, all data and information shall become the joint property of CAPCOG and the SUBRECIPIENT.

Section 1.15 Intellectual Property

a. For the purpose of this Contract, "intellectual property" refers to 1) any discovery or invention for which patent rights may be acquired, and 2) any photographs, graphic designs, plans, drawings, specifications, computer programs, technical reports, operating manuals, or other copyrightable materials, and 3) any other materials in which intellectual property rights may be obtained.

b. If the SUBRECIPIENT conceives of, actually puts into practice, discovers, invents or produces any intellectual property during the course of its work under this Contract, it shall report that fact to CAPCOG.

c. The SUBRECIPIENT may obtain governmental protection for rights in the intellectual property. However, CAPCOG and TCEQ hereby reserve a nonexclusive, royalty-free and irrevocable license to use, publish, or reproduce the intellectual property for sale or otherwise, and to authorize others to do so. CAPCOG and TCEQ also reserve a royalty-free nonexclusive, and irrevocable license to use, publish, or reproduce for sale or otherwise, and to authorize others to use, publish, or reproduce, for sale or otherwise (to the extent consistent with the rights of third parties) any intellectual property for which the SUBRECIPIENT obtains rights with funds received under this Contract.

d. In performing work under this Contract, the SUBRECIPIENT shall comply with all laws, rules, and regulations relating to intellectual property, and shall not infringe on any third party's intellectual property rights. To the extent permitted by the laws and Constitution of the State of Texas, it shall

hold CAPCOG and the TCEQ harmless for, defend and indemnify CAPCOG against, any claims for infringement related to its work under this Contract.

Section 1.16 Identification of Funding Sources

a. The SUBRECIPIENT shall acknowledge the financial support of the TCEQ and CAPCOG whenever work funded, in whole or part, by this Contract is published or reported in news media or publications. All reports and other documents completed as a part of this Contract, other than documents prepared exclusively for internal use, shall carry the following notation (or one similar) on the front cover or title page: SUPPORTED WITH FUNDS FROM THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) THROUGH THE CAPITAL AREA COUNCIL OF GOVERNMENTS (CAPCOG)

Section 1.17 Dispute Resolution

a. The parties desire to resolve disputes arising under this Contract without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between themselves. To this end, the parties agree not to sue one another, except to enforce compliance with this Section 2.18, until they have exhausted the procedures set out in these subsections.

b. At the written request of either party, each party shall appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising under this Contract. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.

c. If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to refer the dispute to the Dispute Resolution Center of Austin for mediation in accordance with the Center's mediation procedures by a single mediator assigned by the Center. Each party shall pay half the cost of the Center's mediation services.

d. The parties agree to continue performing their duties under this Contract, which are unaffected by the dispute, during the negotiation and mediation process.

Section 1.18 Notice to Parties

a. Notice to be effective under this contract must be in writing and received by the party against whom it is to operate. Notice is received by a party: (1) when it is acknowledged as received via e-mail by the intended recipient; (2) when it is delivered to the party personally; (3) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in the Contracting Parties section of this contract and signed on behalf of the party; or (4) three business days after it's deposited in the United States mail, with first-class postage affixed, addressed to the party's address specified.

b. A party may change its address by providing notice of the change in accordance with Sec. 1.19.

Section 1.19 Rights and Duties

a. To the extent authorized under Texas law, SUBRECIPIENT agrees to hold harmless CAPCOG from and against any and all claims, liens, proceedings, actions or causes of action, other than claims

based wholly on the negligence of, fault of, or breach of contract by CAPCOG and shall name CAPCOG (including those representatives and agents listed in Section 1.4 as additional insured under SUBRECIPIENT's general liability insurance policy or membership agreement in any government risk pool or other similar entity with a duty to provide a defense, and which is provided by policy or membership agreement so that CAPCOG (including those representatives and agents listed in Section 1.4 above) may seek coverage upon demand by CAPCOG (including those representatives and agents listed in Section 1.4 above), in the event of a covered claim.

b. The SUBRECIPIENT agrees to waive any duty CAPCOG owes SUBRECIPIENT by virtue of this agreement in the event any act, event, or condition adversely impacts the cost of performance of, or adversely affects the ability of CAPCOG to perform any obligation under this agreement and if such act, event or condition, in light of any circumstances is beyond the reasonable control and is not a result of the willful or negligent act, error, omission or failure to exercise reasonable diligence on the part of CAPCOG such act or inaction shall not be construed as a breach of this agreement or a willful or negligent act, error, omission or lack of reasonable diligence of CAPCOG. Circumstances included above, by way of example only, are:

- (i) an act of God, landslide, earthquake, fire, explosion, flood, hurricane, tornado, sabotage, or similar occurrence, acts of a public enemy, terrorism, extortion, war, blockade, insurrection, riot or civil disturbance;
- (ii) the failure of any appropriate governmental agency or private utility to provide and maintain utilities;
- (iii) any failure of title to the Facilities or any placement or enforcement of any lien, charge or encumbrance on the Facilities or on any improvements thereon that is not consented to in writing by, or arising out of any action or agreement entered into by, either party to the Agreement;
- (iv) the inability of CAPCOG and its subcontractors to gain and maintain access to all areas of the Facilities and/or adjoining the Facilities where work is required to be performed hereunder;
- (v) the preemption, confiscation, diversion, destruction, or other interference by, on behalf, or with authority of a governmental body relating to a declared or asserted public emergency or any condemnation or other taking by eminent domain or similar action, in the possession of property, equipment or materials located at the Facilities, or in the performance of the Services to be performed by CAPCOG hereunder;
- (vi) strikes, work stoppages, or labor disputes affecting CAPCOG and any subcontractor (excluding material suppliers) of CAPCOG;
- (vii) with respect to CAPCOG, damage to the Facilities caused by third parties not related to or under the control of the CAPCOG, including, but not limited to, contractors and subcontractors for the CAPCOG; and,
- (viii) the failure of any CAPCOG subcontractor or supplier to furnish services, materials or equipment on the dates agreed to, but only if such failure is the result of an event that would constitute Force Majeure if it affected the CAPCOG directly, and the CAPCOG is not able after exercising all reasonable efforts to timely obtain substitutes.

Section 1.20 Conflict of Interest

- a. SUBRECIPIENT agrees to comply with its internal policy prohibiting conflict of interest and with Chapter 171 of the TEX. LOCAL GOVT. CODE ANN. in carrying out this Contract.

- b. If SUBRECIPIENT learns that one of its governing body members, officers, employees, or agents has violated or may violate its internal policy or Chapter 171, SUBRECIPIENT agrees promptly to take corrective and appropriate disciplinary action and to notify CAPCOG in writing of the actual or potential violation and the corrective and disciplinary action taken.

- c. SUBRECIPIENT warrants that it has not given, offered to give, nor does it intend to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract.

Section 1.21 Nondiscrimination and Equal Opportunity

- a. Subsection (b) summarizes the nondiscrimination requirements applicable to SUBRECIPIENT's performance under this Contract that are set out in detail in title 41, chapter 60, and title 28, parts 35 and 36, Code of Federal Regulations. The SUBRECIPIENT agrees to comply with the detailed requirements.

- b. SUBRECIPIENT shall not exclude anyone from participating under this Contract, deny anyone benefits under this Contract, or otherwise unlawfully discriminate against anyone in carrying out this Contract because of race, color, religion, gender, age, disability, handicap, or national origin.

Section 1.22 Utilization of Small, Minority, and Women's Business Enterprises

- a. A Historically Underutilized Business (HUB) is a Corporation, Sole Proprietorship, Partnership, or Joint Venture in which as least 51 percent is owned, operated, controlled and actively managed by a person or persons who are historically underutilized (socially disadvantaged) because of their identification with members of certain groups, including Black Americans, Hispanic Americans, Asian Pacific Americans, Native Americans (American Indians) and Women who suffered the effects of discriminatory practices or similar insidious circumstances over which they have no control.

- b. The SUBRECIPIENT agrees that qualified Historically Underutilized Businesses (HUBs) shall have the maximum practicable opportunity to participate in the performance of this Contract.

Section 1.23 Energy Efficiency Standards

- a. The SUBRECIPIENT is encouraged to follow standards and policies on energy efficiency which are contained in the Texas State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

Section 1.24 Buy Texas

- a. To the extent applicable, SUBRECIPIENT represents and warrants that it will buy Texas products, services, and materials for use in providing the services authorized herein when such products, services, and materials are available at a comparable price and in a comparable period of time when compared to non-Texas products, services, and materials.

Section 1.25 Energy Companies

- a. If the total amount of this Agreement is in excess of \$100,000, and if the SUBRECIPIENT is required to make a certification pursuant to Texas Government Code, Section 2274.002 (as added by Acts 2023, 87th Leg., R.S., S.B. 13, § 2), the SUBRECIPIENT certifies that it does not boycott energy companies and will not boycott energy companies during the term of this Agreement. If the

SUBRECIPIENT does not make that certification, the SUBRECIPIENT must state why the certification is not required.

Section 1.26 Firearm Entities or Firearm Trade Associations

- a. If the total amount of this Agreement is in excess of \$100,000, and if the SUBRECIPIENT is required to make a certification pursuant to Texas Government Code, Section 2274.002 (as added by Acts 2023, 87th Leg., R.S., S.B. 19, § 1), the SUBRECIPIENT certifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of this Agreement against a firearm entity or firearm trade association. If the SUBRECIPIENT does not make that certification, the SUBRECIPIENT must state why the certification is not required.

Section 1.27 Foreign Terrorist Organizations

- a. 23.1. The SUBRECIPIENT represents that neither the SUBRECIPIENT, nor any affiliate of the SUBRECIPIENT, (i) is an entity listed by the Texas Comptroller of Public Accounts under Texas Government Code, Sections 2252.153 or 2270.0201; (ii) constitutes a "scrutinized company" as defined by Texas Government Code, Section 2270.0001 (9); or (iii) has contracts with, provides supplies or services to, or is otherwise engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Texas Government Code, Section 2252.152.

Section 1.28 Israel

- a. 24.1. If the total amount of this Agreement is in excess of \$100,000, and if the SUBRECIPIENT is required to make a certification pursuant to Texas Government Code, Section 2271.002, the SUBRECIPIENT certifies that the SUBRECIPIENT: (i) does not boycott Israel; and (2) will not boycott Israel during the term of this Agreement.

Section 1.29 Miscellaneous

- a. All representations and warranties of SUBRECIPIENT, together with all continuing obligations described in this Contract, survive the ending or early termination of this Contract.
- b. This Contract states the entire agreement of the parties, and an amendment to it is not effective unless in writing and signed by both parties.
- c. This Contract is binding on and inures to the benefit of the parties' successors in interest.
- d. This Contract is performable in Travis County, Texas, and Texas law governs the interpretation and application of this Contract.
- e. This Contract is executed in duplicate originals.

Article II. Special Contract Provisions

Section 2.01 Compliance with Applicable Laws

- a. The SUBRECIPIENT shall give all notices and comply with all laws, ordinances, rules, regulations and order of any public authority bearing on the performance of this Contract including, but not limited to, the laws referred to in this Contract. If the SUBRECIPIENT or CAPCOG observes that this Contract is at variance, the observing party shall promptly notify the other party in writing, and any necessary changes shall be addressed by appropriate Contract modification. On request, the SUBRECIPIENT shall furnish CAPCOG modification. The main governing standards include, but may not be limited to the following:

- (i) Chapters 361, 363, and 364, TEX. HEALTH & SAFETY CODE ANN;
- (ii) Title 30 Texas Administrative Code (30 TAC) Chapter 330 MSW Regulations (30 TAC Chapter 330), Subchapter O;
- (iii) The Uniform Grant and Contract Management Act, Texas Government Code, §§783.001 et. seq., and the Uniform Grant Management Standards, 1 TAC §§5.141 et. seq. (collectively, "UGMS");
- (iv) CAPCOG's Contract #582-20-10206 with the TCEQ; and,
- (v) TCEQ's Regional Solid Waste Grants Program (RSWGP) Administrative Procedures.

Section 2.02 Payment Terms

- a. In consideration of full and satisfactory performance hereunder, CAPCOG agrees to reimburse SUBRECIPIENT in an amount equal to the allowable and documentable costs defined in UGMS, and incurred by SUBRECIPIENT in rendering such performance, subject to the following limitations:
- (i) CAPCOG is not liable for expenditures made in violation of the Authorized Budget and funding guidelines in Article VI, which outline the standards which shall apply to the SUBRECIPIENT'S use of funds provided under this Contract, including prohibited activities and expense categories as defined by the TCEQ.
- (ii) CAPCOG is not liable for any costs incurred by SUBRECIPIENT in the performance of this Contract which have not been billed to CAPCOG within thirty (30) days following termination of this Contract.
- (iii) CAPCOG is not liable to SUBRECIPIENT for costs incurred or performance rendered by SUBRECIPIENT for costs incurred by SUBRECIPIENT before commencement of this Contract or after termination of this Contract.
- (iv) CAPCOG will evaluate each SUBRECIPIENT'S reported local contribution, whether cash and/or in-kind, and make a determination based on the explanation provided as to how much the SUBRECIPIENT will be reimbursed.
- (v) CAPCOG reserves the right to proportionally adjust reimbursements for the local contribution, whether cash and/or in-kind, proportional to the SUBRECIPIENT'S reported local contributions.

Section 2.03 Financial Monitoring and Documentation

- a. Financial Monitoring Program

- (i) The SUBRECIPIENT will adhere to the following financial monitoring requirements in order to receive reimbursement for authorized expenditures and to ensure that the expenditures incurred were reasonable and necessary to the project.
 - (ii) Reimbursement Request Form which will be used to request reimbursement and will require sufficient backup documentation. Reimbursement requests may be submitted at any time during the grant period, but must be submitted at least as identified in Table 1.
 - (iii) Payments (reimbursements) required under this Contract will be withheld by CAPCOG until such time as any past due progress reports are received.
 - (iv) Payments to the SUBRECIPIENT will be made only on a reimbursement basis. To receive reimbursement, the SUBRECIPIENT must submit the following:
 1. Reimbursement Request Form
 2. Copies of checks
 3. Copies of invoices
 4. List of bid responses for purchases over \$5,000
 5. Copy of Request for Proposal (RFP) and list of RFP responses (if applicable)
 6. Equipment inventory information (if applicable)
 - (v) The SUBRECIPIENT's reimbursement request form must document all cash outlays for the project within scope of the project identified in the grant application including amounts that it will cover with any local contribution, whether cash and/or in-kind, as identified in Form 7 of the application.
 - (vi) Changes to the local contribution, whether cash and/or in-kind, identified on Form 7 of the SUBRECIPIENT's application must be submitted in writing to document the reason for such changes.
 - (vii) If the SUBRECIPIENT does not have a Purchasing Policy that complies with state law, the SUBRECIPIENT must adhere to the general provisions of CAPCOG's Purchasing Policy.
 - (viii) The SUBRECIPIENT is allowed to account for expenses incurred and request reimbursement of outlays under either a cash or an accrual basis, as defined and authorized under the UGMS. To be eligible for reimbursement under this Contract, a cost must have been incurred and either paid by the SUBRECIPIENT prior to claiming reimbursement from CAPCOG or incurred by the last day of the time period indicated on a request for reimbursement form and liquidated no later than thirty (30) days after the end of that time period.
 - (ix) CAPCOG will review all materials provided by the SUBRECIPIENT with a request for reimbursement, and will not make a reimbursement payment unless all required items listed under (iv) of this section have been provided and are deemed to be accurate.
 - (x) CAPCOG shall reimburse or otherwise make payment to the SUBRECIPIENT only for expenses incurred during the term of the Contract between CAPCOG and the SUBRECIPIENT.
 - (xi) CAPCOG will not reimburse or otherwise make payment to the SUBRECIPIENT for an expenditure that is not authorized under this Contract. If it is determined by either CAPCOG or the TCEQ that an expenditure that was reimbursed is not an authorized expense, CAPCOG shall request return and reimbursement of those funds from the SUBRECIPIENT or, where appropriate, the application of those funds to other authorized expenses, and shall not provide additional reimbursements to the SUBRECIPIENT until the funds are returned or are applied to other authorized expenses.
- b. Documentation required

- (i) In general, expenditure documentation to be maintained by the SUBRECIPIENT should be whatever is necessary to show that the work was indeed performed and that the expense was, in fact, incurred. In addition, the documentation should also support the fact that the expenditure was reasonable and necessary to this Contract. Documents that should be maintained, as appropriate for the expense, include but are not limited to the following:
 1. Salary/Wages – Time sheets that have been signed and approved.
 2. Travel – Documentation which, at a minimum, is consistent with State Travel Regulations. The purpose of the travel should be documented and supported with actual receipts for hotel accommodations, public transportation receipts, airline receipts, etc.
 3. Equipment – Purchase orders, invoices, and canceled checks.
 4. Supplies – Purchase orders (if issued), invoices, and canceled checks.
 5. Contractual – Purchase orders (if issued), invoices, and canceled checks, plus documentation that the costs were reasonable and necessary. The same standards should be applicable to contractors.
- c. Additional documentation
 - (i) If requested by CAPCOG, the SUBRECIPIENT agrees to provide to CAPCOG the additional expense records and documentation materials for the time period requested by CAPCOG. CAPCOG will provide reasonable time for the SUBRECIPIENT to comply with a request for additional records. CAPCOG will review requested additional records and provide the SUBRECIPIENT a written summary of findings, if any, of that review. CAPCOG will also allow the SUBRECIPIENT reasonable time to respond to any findings of noncompliance or other problems identified.

Section 2.04 Reporting Requirements

- a. The SUBRECIPIENT shall prepare and submit to CAPCOG progress reports. These progress reports shall include a Progress Reporting Form which documents the progress and completion of tasks identified in the SUBRECIPIENT's application and includes the Results Tracking Form.
- b. The SUBRECIPIENT progress reports required contain descriptions of activities and costs for CAPCOG to ensure that the provisions of this Contract are being complied with. In particular, any legal research and related legal activities shall be clearly detailed in the quarterly progress reports in order to assure CAPCOG that the activities are not prohibited under Section 6.02 of this Contract (relating to Supplemental Funding Standards). The SUBRECIPIENT shall comply with any reasonable request by CAPCOG for additional information on activities conducted in order for CAPCOG to adequately monitor the SUBRECIPIENT's progress in completing the requirements of and adhering to the provisions of this Contract.
- c. The SUBRECIPIENT will certify in writing to CAPCOG through a final progress report the satisfactory completion of all activities and deliverables required under this Contract.
- d. The SUBRECIPIENT shall maintain the information required by the form listed in Subsection (a) of this Section so that a follow-up results report can be prepared. The SUBRECIPIENT shall provide CAPCOG with a follow-up Progress Reporting Form due May 15, 2024, so that CAPCOG can report to the TCEQ the results of the projects funded under this Contract.
- e. The SUBRECIPIENT'S failure to comply with the requirements of this section shall constitute a breach of this Contract.
- f. The SUBRECIPIENT shall maintain documentation on the results of the project activities for the life of the program or activity.

- g. The reporting requirements of this Section 3.04 survive the ending or early termination of this Contract.
- h. For the purposes of preparing progress and results reports, it is suggested that the SUBRECIPIENT maintain the Results Tracking Form on a monthly basis.
- i. The required reporting form templates are incorporated into this contract by reference.
- j. Collection events funded projects are required to submit one report only, which will be due the first applicable reporting date after the event is held.

Table 1. Schedule of Deliverables FY 2022 REQUIRED REPORTS

Report	Reporting Period	Due Date
Progress Report #1	May 15, 2022 – October 31, 2022	November 15, 2022
Final Reimbursement	November 1, 2022 – April 30, 2023	May 15, 2023
Follow-Up Progress Reporting Form	May 1, 2023 – April 30, 2024	May 15, 2024

*HHW & LIDC/CCE funded projects are only required to submit one Progress Report w/ the final Reimbursement Request

Section 2.05 Monitoring Requirements

- a. CAPCOG may periodically monitor SUBRECIPIENT for:
 - (i) The degree of compliance with the terms of this Contract, including compliance with applicable rules, regulations, and promulgations referenced herein; and
 - (ii) The administrative and operational effectiveness of the project.
- b. CAPCOG will conduct periodic analysis of SUBRECIPIENT'S performance under this Contract for the purpose of assessing the degree to which contractual objectives and performance standards, as identified in this Contract or as subsequently amended, are achieved by SUBRECIPIENT.
- c. Note that CAPCOG is including in this contract its risk assessment checklist, which CAPCOG staff will use to determine the extent of monitoring and compliance review and assistance CAPCOG will conduct for this contract. A copy of the risk assessment form is included in Article VII.

Section 2.06 Title to and Management of Real Property and Equipment

- a. SUBRECIPIENT must adhere to their published purchasing policies and procedures or CAPCOG'S where no such policies and procedures have been approved and published.
 - (i) The SUBRECIPIENT may develop and use their own property management systems, which must conform with all applicable federal, state, and local laws, rules and regulations. If an adequate system for accounting for property owned by the SUBRECIPIENT is not in place or is not used properly, the Property Accounting System Manual issued by the State Comptroller of Public Accounts will be used as a guide for establishing such a system. The property management system used by the SUBRECIPIENT must meet the requirements set forth in this Section.
 - (ii) Property records must be maintained that include a description of the property, a serial number or other identification number, the source of the property, who holds title, the acquisition date, and the cost of the property, percentage of state participation in the cost of the property, the

location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

- (iii) A physical inventory of all equipment acquired or replaced under this Contract shall be conducted no less frequently than once every two years and the results of such inventories reconciled with the appropriate property records. Property control procedures utilized by the SUBRECIPIENT shall include adequate safeguards to prevent loss, damage, or theft of the acquired property. Any loss, damage, or theft shall be investigated. The SUBRECIPIENT shall develop and carry out a program of property maintenance as necessary to keep both originally acquired and any replaced property in good condition, and to utilize proper sales procedures to ensure the highest possible return, in the event such property is sold.
- (iv) Certain types of equipment are classified as "controlled assets" and are subject to annual revision. In accordance with the UGMS, the SUBRECIPIENT should contact the Texas Comptroller of Public Accounts' property accounting staff or review the Comptroller's state Property Accounting User Manual available on the Internet, for the most current listing.
- b. When, during the useful life of property acquired with grant funds under this Contract by the SUBRECIPIENT and with a current per-unit fair market value of \$5,000 or more, the property is no longer needed for the originally authorized purpose, SUBRECIPIENT agrees to request disposition instructions from the CAPCOG or, if CAPCOG is no longer administering a Regional Solid Waste Grants Program, the TCEQ. CAPCOG shall, in turn, request authorization from the TCEQ to provide disposition instructions to the SUBRECIPIENT. Disposition instructions shall solicit, at a minimum, information on the source and amount of funds used in acquiring the property, the date acquired, the fair market value and how the value was determined (e.g., by appraisal, bids, etc.), and the proposed use of the proceeds. The assessment of whether to authorize the proposed disposition of the property must include a determination that the disposition plan will comply with the private industry provisions of §361.014(b) of the TEXAS HEALTH & SAFETY CODE ANN. In cases where SUBRECIPIENT fails to take appropriate disposition actions, CAPCOG may direct SUBRECIPIENT to take appropriate disposition actions. The disposition instructions may provide for one of the alternatives as set forth in this Section.
 - (i) Retain title, sell, or otherwise disposed of with no obligation to compensate CAPCOG.
 - (ii) Retain title after compensating CAPCOG. If CAPCOG is compensated by the SUBRECIPIENT for property acquired using funds provided under this Contract, CAPCOG will in turn compensate the TCEQ or, upon authorization by the TCEQ, use those funds for other projects or activities that support this or similar future programs conducted by the TCEQ. The amount due will be computed by applying the percentage of state-funded participation in the cost of the original purchase to the fair market value of the property.
 - (iii) Sell the property and compensate CAPCOG. If CAPCOG is compensated by the SUBRECIPIENT for property acquired using funds provided under this Contract, CAPCOG will in turn compensate the TCEQ or, upon authorization by the TCEQ, use those funds for other projects or activities that support the goals of this or similar future programs conducted by the TCEQ. The amount due will be calculated by applying CAPCOG'S percentage of participation in the cost of the original purchase to the proceeds of the sale after deduction of any actual and reasonable selling and fixing-up expenses. If the grant is still active, the net proceeds from sale may be offset against the original cost of the property. When SUBRECIPIENT is directed to sell property, sales procedures shall be followed that provide for competition to the extent practicable and result in the highest possible return.

(iv) Transfer title to CAPCOG or to a third-party designated/approved by the TCEQ. If the SUBRECIPIENT participated financially in the original purchase of the property, the SUBRECIPIENT may be authorized payment from the receiving party of an amount calculated by applying the percentage of the participation in the original purchase of the property to the current fair market value of the property.

Article III. Project Representatives and Location of Records

The Capital Area Council of Governments hereby designates the individual below as the person to give direction to the SUBRECIPIENT as Project Representative of CAPCOG:

Name: Ken May
Title: Regional Programs Manager
Address: 6800 Burleson, Bldg 310, Ste 165
Austin, TX 78744
Phone: (512) 916-6040
Fax: (512) 916-6001
Email: knay@capcog.org

The SUBRECIPIENT hereby designates the individual named in the application as the person authorized to receive direction from CAPCOG, to manage the work being performed, and to act on behalf of the SUBRECIPIENT as a Project Representative:

The SUBRECIPIENT designates the following location for record access and review for this Contract:

Address: 206 S. US Hwy 281 Suite #4
Johnson City, Texas 78636

Article IV. Work Program of Subrecipient

Section 4.01 Incorporation of Subrecipient's Grant Application

- a. The SUBRECIPIENT's grant application, as reviewed by CAPCOG's Solid Waste Advisory Committee on January 23, 2022, is hereby incorporated by reference into this contract.
- b. Except as explicitly authorized by CAPCOG's project representative or otherwise described in this contract, the SUBRECIPIENT shall carry out the work program described in its grant application.
- c. No purchases made, expenses incurred, or work performed outside of the performance period of this contract or not described in the SUBRECIPIENT's application will be reimbursed by CAPCOG.
- d. CAPCOG's project representative may approve minor changes to the scope of work in the SUBRECIPIENT's grant application to the extent that the changes would not have affected the scoring and ranking of the SUBRECIPIENT's application.
- e. SUBRECIPIENT understands that failure to complete its work as described in the application (or modified with approval of CAPCOG) by the end of the performance period of this contract will result in CAPCOG redirecting unreimbursed funds to other activities.
- f. The SUBRECIPIENT's reimbursement request form must document all cash outlays for the project within scope of the project identified in the grant application including amounts that it will cover with any local contribution, whether cash and/or in-kind, as identified in Form 7 of the application.
- g. Changes to the local contribution, whether cash and/or in-kind, identified on Form 7 of the SUBRECIPIENT's application must be submitted in writing to document the reason for such changes.

Article V. Subrecipient Budget and Funding Standards

Section 5.01 Subrecipient's Grant Budget

- a. SUBRECIPIENT's grant budget is limited to the amounts identified for each expense category and purposes identified in Form 7 of the SUBRECIPIENT's application with any mutually agreed upon modifications to the allocation of funding among expense categories approved by CAPCOG's Project Representative that does not materially alter the work that will be performed.
 - 1) SUBRECIPIENT(s) which fail to fully expend the local contribution, whether cash and/or in-kind, presented on Form 7 of the application must submit a reason in writing explaining why they did not meet their proposed local contribution.
 - (i) CAPCOG will evaluate each SUBRECIPIENT's reported local contribution, whether cash and/or in-kind, and make a determination based on the explanation provided as to how much the SUBRECIPIENT will be reimbursed.
 - (ii) CAPCOG reserves the right to adjust reimbursements for the local contribution, whether cash and/or in-kind, proportional to the SUBRECIPIENT's reported local contributions.

Section 5.02 General Supplemental Funding Standards

- a. In addition to the standards set forth in applicable laws and regulations, the standards below apply to all uses of the funds provided under this Contract. Unless authorization is otherwise specifically provided for under the Terms of this Contract, the use of funds provided under this Contract shall be in accordance with the supplemental funding standards set forth in this Section.
 - 1) **Payment of Fees.** Local and regional political subdivisions subject to the payment of state solid waste disposal fees and whose payments are in arrears are not eligible to receive grant funding.
 - 2) **Land Acquisition Costs.** Funds provided under this Contract may not be used to acquire land or an interest in land.
 - 3) **MSW-Related Programs Only.** Funds provided under this Contract may not be used for programs dealing with wastes that are not considered Municipal Solid Waste (MSW), including programs dealing with industrial or hazardous wastes.
 - 4) **Activities Related to the Disposal of MSW.** Except as may be specifically authorized under an eligible project category, funds provided under this Contract may not be used for activities related to the disposal of MSW. This restriction includes: solid waste collection and transportation to a disposal facility; waste combustion (incineration or waste-to-energy); processing for reducing the volume of solid waste which is to be disposed of; any landfill-related facilities or activities, including the closure and post-closure care of a landfill; or other activities and facilities associated with the ultimate disposal of MSW. This provision does not apply to activities specifically included under an authorized project category, to include citizens' collection stations, and small registered transfer stations.
 - 5) **Projects Requiring a TCEQ Permit.** Funds may not be used for expenses related to projects or facilities that require a permit from the TCEQ and/or that are located within the boundaries of a permitted facility, including landfills, wastewater treatment plants, and other facilities. This provision, however, may be waived by the TCEQ, at its discretion, for otherwise eligible activities to be located at a closed permitted facility and/or for recycling activities that will take place within the boundaries of an open facility. Recycling activities that may qualify for such a waiver may include recyclables collection, composting, and land application of biosolids for beneficial use. The

- applicant should request a preliminary determination from the TCEQ as to the eligibility of the project prior to consideration for funding.
- g. Projects Requiring TCEQ Registration.** Projects or facilities that require registration from the TCEQ, and which are otherwise eligible for funding, may be funded. However, the registration for the facility must be approved and granted by the TCEQ before that project can be selected for funding.
- h. Projects that Create a Competitive Advantage Over Private Industry.** In accordance with §361.014(b) of the Texas Health and Safety Code, a project or service funded under this Contract must promote cooperation between public and private entities and may not be otherwise readily available or create a competitive advantage over a private industry that provides recycling or solid waste services. Under this definition, the term private industry includes non-profit entities.
- i. Supplementing Existing Funds.** Funds provided under this Contract may not be used to supplant existing funds. In particular, staff positions where the functions assigned to that position will remain the same and that were active at the time of the grant application, and were funded from a source other than a previous solid waste grant, are not eligible for grant funding. This provision does not apply to the salaries for staff of the SUBRECIPIENT in its conduct of activities under this Contract.
- j. Food/Entertainment Expenses.** Funds provided under this Contract may not be used for food or entertainment expenses. This provision does not apply to authorized employee per diem expenses for food costs incurred while on travel status.
- k. Use of Alcoholic Beverages.** None of these funds may be used for the purchase of alcoholic beverages, including travel expenses reimbursed with these funds. Funds provided under this Contract may not be used for payment of salaries to any employee who uses alcoholic beverages on active duty.
- l. Funds to Law Enforcement Agencies.** Funds may not be provided to any law enforcement agency regulated by Texas Occupational Code, Title 10, Chapter 1701, unless: (a) the law enforcement agency is in compliance with all rules on Law Enforcement Standards and Education; or (b) the Texas Commission on Law Enforcement certifies that the requesting agency is in the process of achieving compliance with such rules.
- m. Funds for Compliance.** Funds may not be used to assist an entity or individual to comply with an existing or pending federal, state, or local judgment or enforcement action. This restriction includes assistance to an entity to comply with an order to clean up and/or remediate problems at an illegal dumpsite. However, the TCEQ may waive this restriction, at its discretion and on a limited case-by-case basis, to address immediate threats to human health or the environment, and where it is demonstrated that the responsible party does not have the resources to comply with the order.
- n. Funds to Pay Penalties.** Funds may not be used to pay penalties imposed on an entity for violation of federal, state, or local laws and regulations. This restriction includes expenses for conducting a supplemental environmental project (SEP) under a federal or state order or penalty. Funds may be used in conjunction with SEP funds to support the same project.
- o. Funds for Lobbying Activities.** Funds may not be used for employment, contracts for services of a lobbyist, or for dues to an organization, which employs or otherwise contracts for the services of a lobbyist.
- p. Use of Funds.** The provisions of the UGMS apply to the use of these funds, as well as the supplemental financial administration provided in the CAPCOG program Administrative Procedures.

- q. Procurement and Purchasing.** Recipients of funds under this Contract, including the COG, pass-through grant recipients, and contractors shall comply with all applicable state and local laws and regulations pertaining to the use of state funds, including laws concerning the procurement of goods and services and competitive purchasing requirements.

Section 5.03 Category-Specific Funding Restrictions

- a. Local Enforcement**
- (i)** Funds can be used for projects which contribute to the prevention of illegal dumping of municipal solid waste, including liquid wastes. Funding recipients may investigate illegal dumping problems; enforce laws and regulations pertaining to the illegal dumping of municipal solid waste, including liquid waste; establish a program to monitor the collection and transport of municipal liquid wastes, through administration of a manifesting system; and educate the public on illegal dumping laws and regulations.
- (ii)** Funds may not be expended to any law enforcement agency regulated by Texas Occupations Code, Title 10, Chapter 1701, unless: (a) the law enforcement agency is in compliance with all rules on Law Enforcement Standards and Education; or (b) the Commission on Law Enforcement Officer Standards and Education certifies that the requesting agency is in the process of achieving compliance with such rules.
- (iii)** When funding is to be provided for salaries of local enforcement officers, the funds recipient must certify that at least one of the officers has attended or will attend within the term of the funding agreement the TCEQ's Criminal Environmental Law Enforcement Training or equivalent training.
- (iv)** Local enforcement vehicles and related enforcement equipment purchased entirely with funds provided under this Agreement may only be used for activities to enforce laws and regulations pertaining to littering and illegal dumping, and may not, to the extent practicable, be used for other code enforcement or law enforcement activities. Vehicles and equipment that are only partially funded must be dedicated for use in local enforcement activities for a percentage of time equal to the proportion of the purchase expense funded.
- (v)** Entities receiving funds for a local enforcement officer, enforcement vehicles, and/or related equipment for use by an enforcement officer, must investigate major illegal dumping problems, on both public and private property, in addition to investigating general litter problems on public property.
- (vi)** Entities receiving funds to conduct a local enforcement program must cooperate with the TCEQ's regional investigative staff in identifying and investigating illegal dumping problems. Lack of cooperation with the TCEQ staff may constitute a reason to withhold future funding to that entity for local enforcement activities.
- (vii)** Funds may not be used for investigation and enforcement activities related to the illegal dumping of industrial and/or hazardous waste. Instances where industrial or hazardous waste is discovered at a site do not preclude the investigation of that site, so long as the intent and focus of the investigation and enforcement activities are on the illegal dumping of municipal solid waste.
- (viii)** Funds may not be used to purchase ammunition, firearms, or HazMat gear.
- b. Educational and Training Projects**
- (i)** Educational components are encouraged under the other categories in order to better ensure public participation in projects; those educational components should be funded as part of those

projects and not separately under this category. Funds can also be used for "stand-alone" educational projects dealing with a variety of solid waste management topics. Projects can include funding for information-exchange activities.

(ii) Educational and training programs and projects funded under this Agreement must be primarily related to the management of municipal solid waste, and funds applied to a broader education program may only be used for those portions of the program pertaining to municipal solid waste.

**Article VI. CAPITAL AREA COUNCIL OF GOVERNMENTS
Subrecipient Assessment – Municipal Solid Waste Program, FY 2022-2023**

Organization: Blanco County - #2 Date: 2/2/2022
 Period of Performance: FY 2022 - 2023 Contact: Constable Patrick Fisher

As a part of 2 CFR 200, the Capital Area Council of Governments (CAPCOG) is evaluating each subrecipient's risk of non-compliance to assist us in monitoring grant performance. Please answer the questions as they pertain to the scope of work within your project application.

	Yes / No	Comments / Explanation
1. Has your organization received solid waste grant funding through CAPCOG in the past?	Yes	If Yes, please identify fiscal year(s) 1993, 1995, 1996, 1997, 1999, 2001, 2003, 2004, 2005 (2), 2006, 2007 (2), 2008, 2009, 2010 (2), 2011, 2013, 2015, 2019, and 2021
2. Has your organization previously received solid waste grant funding through CAPCOG for the same project category?	No	If Yes, please identify fiscal year(s)
3. Was performance satisfactory under previous contracts (i.e., was the project completed on time? Were required reports completed as needed?)	Yes	If No, please explain:
4. Does your organization have purchasing policies and procedures?	Yes	If Yes, please provide a copy On file
5. Will this project require the use of subcontractors?	No	If Yes, please identify: Equipment Purchase
6. Do you have specific personnel assigned to the management and completion of your grant award project?	Yes	Constable Paul Fisher Camille Swift, County Treasurer
7. Do the staff or the office managing your grant award project have grant experience?	Yes	If Yes, please describe briefly: 10+ Years
8. Has your organization attended a solid waste grant management workshop in the last 5 years?	Yes	If Yes, please identify year(s) 2019
9. Has your organization hosted a Community Collection Event, Household Hazardous Waste Collection Event, or BOPATE Collection Event in the last 3 years?	Yes	If Yes, please identify year(s) 2019, and 2021

Article VII. Grant Application

Attach grant application here



**CAPCOG FY 2022 – 2023 SOLID WASTE
GRANT APPLICATION FORMS 1-6**

December 10, 2021

Please detach the instruction pages prior to submitting the following application forms. Please remember to make a copy of your application for your records. An electronic copy of the completed application should also be submitted.

Respectfully submitted

By

Patrick Fisher

Constable, Precinct 1

Blanco County Texas

Form 1. Application Information and Signature Page

Blanco County Pct. 1 Constable's Office
 Funding Amount Requested
 \$58,000.00

Blanco County Pct. 1 Constable's Office
 Environmental local Enforcement, Education
 and training Programs

206 S. Us Hwy 281 Suite #4
 Johnson City, Texas 78636
 830-265-3222


Patrick Fisher
 January 19, 2022

Project Category

- Household Hazardous Waste (HHW) Management
- Environmental Local Enforcement
- Litter and Illegal Dumping Clean-Up and Community Collection Events
- Source Reduction and Recycling
- Citizens' Collection Station
- Educational and Training Programs
- Other Solid Waste Management Projects, Including Scrap Tire Projects

Signature

By the following signature, the Applicant certifies that it has reviewed the certifications, assurances, and deliverables included in this application, that all certifications are true and correct, that assurances have been reviewed and understood, and that all required deliverables are included with this application.


 Signature
 Patrick Fisher


Pct. 1 Constable
 1/19/2022

Form 2. Authorized Representatives

The Applicant hereby designates the individual(s) named below as the person or persons authorized to receive direction from the Council of Governments (COG), to manage the work being performed, and to act on behalf of the Applicant for the purposes shown:

Authorized Project Representative

The following person is authorized to receive direction, manage work performed, sign required reports, and otherwise act on behalf of the Applicant.



 Signature
 Pct.1 Constable

Patrick Fisher
 1/19/2022

pfisher@co.blanco.tx.us
 E-mail Address

Authorized Financial Representative

In addition to the authorized project representative, the following person is authorized to act on behalf of the Applicant in all financial and fiscal matters, including signing financial reports and requests for reimbursement.


 Signature
 Blanco County
 Treasurer

Camille Swift
 1/19/2022

bctreas@co.blanco.tx.us
 E-mail Address

Form 3. Certifications and Assurances **Certifications**

In order to receive grant funds under this program, the proposed project must conform to the provisions set forth in the Request for Applications (RFA). The following certifications are intended to help the COG to ensure that these provisions are met. By signing this Application, the person acting on behalf of the Applicant makes the certifications listed below.

Authority to Sign Application

The person signing this Application hereby certifies that he/she is the official contact regarding this Application and has authority from the Applicant to sign the Application and that such authority will bind the Applicant in subsequent agreements.

Application Contains No False Statements

Applicant certifies that this Application has no false statements, and that the Applicant understands that signing this Application with a false statement is a material breach of contract and shall void the submitted Application and any resulting contracts. The Applicant understands that the COG will not accept any amendment, revision, addition or alteration to this Application after the final date and time for submission.

Governmental Status

Applicant certifies that it is located in the State of Texas and fits within one of the governmental classifications listed below, as determined under state law:

1. City
2. County
3. Public school or school district (not including Universities or post-secondary educational institutions)
4. Other general and special law district with the authority and responsibility for water quality protection or municipal solid waste management, including river authorities
5. Councils of Governments

Solid Waste Fee Payments

Applicant certifies that it is not delinquent in payment of solid waste disposal fees owed the State of Texas.

Debarment from State Contracts

Applicant certifies that it is not barred from participating in state contracts by the State of Texas Comptroller of Public Accounts under the provisions of §2155.077, Government Code.

Conformance to Standards

The Applicant certifies to the best of their knowledge and ability that the proposed project, including all activities in the proposed Scope of Work and the proposed expenditures, conforms

to the eligible category standards and allowable expense and funding standards as set forth in the Request for Applications.

Consideration of Private Industry

The following certification only applies if the project is under one of the following grant categories:

- Source Reduction and Recycling
- Citizens' Collection Stations and "Small" Registered Transfer Stations
- A demonstration project under the Educational and Training Projects category
- Other

Applicant certifies that it has notified private service providers in accordance with the requirements set forth in the Request for Applications and the instructions provided with this application form. Applicant further certifies to the best of their knowledge and ability (after completing Form 5) that the proposed project will promote cooperation between public and private entities, is not otherwise readily available, and will not create a competitive advantage over a private industry that provides recycling or solid waste services.

Consistency with Regional Solid Waste Management Plan

Applicant certifies to the best of their knowledge and ability that the proposed project is consistent with applicable goals, objectives, and recommendations of the RSWMP of the COG.

Technical Feasibility

Applicant certifies that it has carefully reviewed its Scope of Work and that to the best of their knowledge and ability all activities are technically feasible and can be satisfactorily completed within the grant period as set forth in the Request for Applications.

Costs Reasonable and Necessary

Applicant certifies to the best of their knowledge and ability that the proposed project activities in the Scope of Work and the expenses outlined in the Budget are reasonable and necessary to accomplish the project objectives, and that the proposed expenses are consistent with the costs of comparable goods and services.

Certification by Law Enforcement Programs

If the Applicant is a law enforcement entity regulated by Chapter 1701 of the Texas Occupations Code, the Applicant certifies that it is in compliance with all rules developed by the Commission on Law Enforcement (TCOLE) pursuant to Chapter 1701, Texas Occupations Code; or that it is in the process of achieving compliance with such rules. If compliance is pending, a certification from TCOLE must be attached to indicate that the Applicant is in the process of achieving compliance with the rules.

CAPCOG FY 2022 – 2023 SOLID WASTE GRANT REQUEST FOR APPLICATIONS

Assurances

If the application is approved for funding, the grant funds will be awarded through a contract between the Applicant and the COG. The grant contract will contain a number of standards, requirements, and processes that must be complied with as a condition of receiving the grant funds. In order to ensure an understanding by the Applicant of some of the main conditions that will be included in the contract, the Applicant is asked to review the following assurances. By signing this Application, the person acting on behalf of the Applicant indicates their understanding of these conditions and provides assurances that these and other conditions set forth in the grant contract will be adhered to if funding is awarded.

Compliance with Standard Pertaining to Real Property and Equipment

Applicant provides assurances that, if funded, the Applicant will comply with the UGMS and the contract provisions pertaining to title to and management of real property and equipment. The contract will contain obligations and conditions regarding the use of the equipment and/or facilities (the "property") acquired under the agreement. Included in the provisions are obligations to provide adequate maintenance and conduct physical property inventories; restrictions and conditions on the use, replacement, sale, or transfer of the property; and obligations to continue to adhere to the provisions that grant funds are not used to create a competitive advantage over private industry, in the use or transfer of the property.

Participation in TCEQ Recycling Surveys and Reporting

Applicant provides assurances that, if funded, the Applicant will respond to annual recycling program surveys and/or other requests from the COG or the TCEQ for information on municipal solid waste management activities.

Compliance with Progress and Results Reporting Requirements

Applicant provides assurances that, if funded, the Applicant will comply with requirements for reporting on the progress of the project tasks and deliverables; documenting the results of the project and providing those results to the COG on a schedule established by the COG, and additionally, to continue to document the results of the project activities for the life of the project; and to provide the COG with a follow-up results report approximately one year after the end of the grant term.

Financial Management

Applicant provides assurances that, if funded, the Applicant will comply with contract provisions and requirements necessary to ensure that expenses are reasonable and necessary, and to adhere to financial administration and reimbursement procedures and provide financial reports on a schedule established by the COG.

Compliance with Americans with Disabilities Act

Applicant provides assurances that, if funded, the Applicant will comply with all the applicable requirements of the Americans with Disabilities Act of 2013.

CAPCOG FY 2022 – 2023 SOLID WASTE GRANT REQUEST FOR APPLICATIONS

Compliance with the Single Audit Act

Applicant provides assurances that, if funded, the Applicant will comply with the Single Audit Provisions of the Uniform Grant Management Standards (UGMS), prepared by the Governor's Office under §§783.001 et. seq, Texas Government Code, and 1 TAC §§5.141 through 5.167, (collectively UGMS) Governor's Office Regulations. Provisions of the Single Audit Circular in Part IV of the UGMS apply to all recipients of funding under this grant.

Compliance with Program and Fiscal Monitoring

Applicant provides assurances that, if funded, the Applicant will comply with program and fiscal monitoring provisions of the contract, including providing additional reports or information as may be requested to adequately track the progress of the project; and allowing site visits to evaluate the progress of the project and to view any grant-funded equipment or facility.

Form 4. Resolution

A resolution authorizing the application must be approved by the governing body of the Applicant. Following this page is an example Resolution Form that may be used to prepare the required resolution. This or a similar resolution must be specifically signed and notarized in addition to the signature required in Form 1. This must be received by February 1, 2022.

Resolution Approved by Blanco County Commissioners Court January 25, 2022 follows



RESOLUTION

Whereas, The Commissioners Court of Blanco County finds it in the best interest of the citizens of Blanco County to seek grant funding from the Capital Area Council of Governments (CAPCOG) Solid Waste Grant Program to offset the expenses of a vehicle and emergency equipment for the Blanco County Precinct 1 Constable Office; and

Whereas, Blanco County agrees to provide required matching funds for this grant project as required by CAPCOG; and

Whereas, The Commissioners Court of Blanco County agrees that in the event of loss or misuse of grant funds, the Commissioners Court of Blanco County assures that the funds will be returned to CAPCOG in full; and

Whereas, The Commissioners Court of Blanco County designates the County Judge for Blanco County as the grantees' authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of Blanco County. Blanco County will maintain all equipment purchased under this grant for a minimum of three years, and funding to support maintenance will be budgeted annually.

Now Therefore, Be it Resolved that The Commissioners Court of Blanco County approves submission of the electronic grant application to the Capital Area Council of Governments Solid Waste Grant Program for funding of equipment for the Blanco County Precinct 1 Constable Office.

Signed: Brett G. Bray
Brett G. Bray, County Judge
Passed and Approved this 25th day of January, 2022

/PCT 1 SW CAPCOG Resolution.doc

Form 5b. Summaries of Discussions with Private Industry

(Refer to instructions concerning information to include on this form. Attach any written comments or input provided)

Not Applicable

Form 6. Project Description

Project Abstract:

The funds requested under this grant will be utilized to purchase a new vehicle for the Blanco County Precinct 1 Constable's Office which will enable the expansion of the department services to include a deputy with responsibilities for enforcement of environmental laws. The reserve deputy who fills this role needs a reliable, well-equipped vehicle which can be used in the course of preventing and investigating environmentally based offenses. This deputy will have a countywide authority.

The current vehicle used by the deputy is over 15 years old, and in desperate need of replacement due to age and exceedingly high mileage and the wear and tear borne by law enforcement vehicles.

Problem Statement:

In Blanco County, the Precinct 1 Constable's Office is currently instituting an environmental crimes program for the investigation of illegal dumping, public nuisance offenses and other environmental crimes. Our environmental program will also include education and training both the general public and for environmental law offenders.

Constables are licensed peace officers who perform various law enforcement functions, including taking calls for service, working traffic enforcement, and executing warrants. They are the chief process servers for subpoenas and restraining orders, along with any writs issued by the courts. Constables are also the bailiffs for the Justice of the Peace Court in their precinct.

With all the necessary duties of law enforcement, there is an extremely limited amount of time to thoroughly investigate the growing problem of illegal dumping and other environmental crimes in Blanco County. This reserve deputy position was approved with the understanding that the deputy would devote a considerable amount of his time to environmental crime. This deputy would not only free up the Constable to conduct his primary duties, but also allow the investigation of illegal dumping and other environmental crime to be more effective across Blanco County.

A large water system runs through several parts of Blanco County. Rivers and fragile aquifers supply the residents of Blanco and surrounding counties. Funding for a new vehicle and equipment would allow the environmental deputy the ability to swiftly respond to environmental crimes which could potentially pollute these valuable water sources.

With known deputy presence, residents would be aware of Blanco County's goal to keep the county clean, as well as the consequences of failing to comply with environmental laws. Supplying public education, along with pursuing civil penalties and criminal prosecution our hope is that future pollution of its waterways, illegal dumping of hazardous and harmful materials and unlawful burnings, would be significantly reduced.

The people of Blanco County will know there is someone who has the time to investigate complaints and over time they will feel more confident that their complaints will be heard and acted upon. Our primary goal is that they will be more likely to report illegal dumping and other environmental offenses.

CAPCOG FY 2022 – 2023 SOLID WASTE GRANT REQUEST FOR APPLICATIONS

Supporting Data:

In the past calendar year, a review of Blanco County law enforcement records revealed more than 370 calls for assistance with environmental issues. These included 19 calls for illegal dumping and 22 calls for illegal burning. More than 300 calls for service were for road hazards involving trash, construction materials and/or potentially hazardous materials including oil, paint, roofing material, old tires, carpet, carpet padding, mattresses, old clothing, feces, partly consumed food, and used medical needles. In 2021, Blanco County dispatch received 19,347 calls for service including the environmental-related calls detailed above. Due to manpower shortages and lack of equipment many of these calls were viewed as lower priority calls or offenses, and most did not receive sufficient follow-up investigation. Historically, there have been a few cases of illegal dumping in which the offenders dug holes to bury trash, construction debris, hazardous materials, and other harmful items. Blanco County has even received reports that raw sewage was being expelled into unlined cesspools. This poses a potential threat to groundwater supplies, not only in Blanco County, but other counties dependent upon area aquifers, along with the Blanco and Pedernales Rivers.

Project Approach and Activities:

Through routine patrol, investigations, public training and compliance monitoring, the deputy assigned to environmental complaints will spend much of their time seeking out environmental crime and illegal dumping. This deputy's time will also include training, Texas Commission On Law Enforcement certification renewals, and assisting on other cases which may result in environmental charges found during investigation of other criminal activities. He will also respond to regional law enforcement requests for assistance and take part in any task force involving environmental crimes investigation.

Capacity and Capabilities:

Our environmental program will partner with the Regional Environmental Task Force for educational materials, investigational tools, and other assistance in our cases. Our deputy will be available to the Task Force in the event they are in need of additional trained personnel. Local volunteer fire departments will also benefit from a trained and focused environmental law enforcement officer in their interactions with landowners, especially during burn bans, or when they encounter illegal burning or dumping. Our environmental deputy will be under the supervision of the Blanco County Precinct 1 Constable, and the deputy's authority will include the unincorporated areas of the county as well as within city jurisdictions when requested by municipal officers. This deputy will enforce the laws of the State of Texas, including, but not limited to the public nuisances, junked vehicles, and littering. They will also enforce the Penal Code, the Code of Criminal Procedure, the Health and Safety Code, the Local Government Code, and all policies and procedures established by the Precinct 1 Constable. This position will hold and maintain at minimum, a Basic Peace Officer Certification from the Texas Commission on Law Enforcement.

CAPCOG FY 2022 – 2023 SOLID WASTE GRANT REQUEST FOR APPLICATIONS

Performance Management:

Performance measures for this program include total numbers of environmentally related calls for service, by type of call (illegal burning, illegal dumping, potential pollution of water sources, etc.), citations issued, investigations conducted, and outcomes of cases filed (civil or criminal prosecution.) This information will be tracked by the county computer aided dispatching system reporting functions.

Staffing this position will be met with the current reserve deputy. At this time, the deputy is required to work a minimum of 25 hours per week. Since one department will manage the investigation of environmental concerns, the strain on other local agencies will be greatly reduced. The deputy dedicated to these investigations will prevent many of these crimes, which are sadly slipping through the cracks.

Target Group:

There are two primary targeted groups: (1) the general public for education on environmental laws and the impact of non-compliance and (2) the offenders who violate State environmental law. With a vehicle funded by this grant, the environmental deputy will investigate, monitor, and collaborate closely with prosecutors for civil and criminal penalties to reach that group. Every resident of Blanco County, the surrounding counties, the water supply, air quality and the land itself will all benefit from this grant.

Evidence-Based Practices:

Evidence-based policing can be strengthened by encouraging state and local law enforcement agencies to develop effective, economical, and innovative responses to specific crime problems within their jurisdictions. Illegal dumping has increasingly become a major problem within Blanco County. With performance-based evidence, the Blanco County Precinct 1 Constable's office will demonstrate to the residents of Blanco County, as well as other member counties within the CAPCOG region of its capability to meet the Environmental Enforcement demands of today and into the future.

The County has already taken the first steps in its commitment to environmental health by providing this reserve deputy position. The next step is to provide the environmental deputy with a well-equipped, reliable vehicle suited to combating illegal dumping and all other environmental crimes.

Form 6a. Project Timeline and Milestone Summary

Provide a detailed timeline for completion of the project below, including specific milestones for completion of the project. Use generic timeframes based on the start date of the contract and issuance of a notice to proceed, rather than specific fiscal years, since grants may be programmed into either FY 2022 or 2023 if the project is anything other than construction of a new facility.

Within 1st month after notice to proceed:

Order the 1.1. new Vehicle and Equipment. Implementation of Environmental program with current resources by responding to calls for service county-wide.

Continued Education and certifications through Texas Law Enforcement Management Institute of Texas for the Environmental Law enforcement Deputy and Throughout the constable's office

Within 3rd month after notice to proceed:

Investigation and training with Regional Task Force

Within 4th month after notice to proceed:

Program Metrics review by the Constable's Office through data collected based on investigations completed year to date for continued success of program.

Within 6th month after notice to proceed:

New Equipment and vehicle estimated arrival date. Begin proactive County Wide patrols in search of environmental crimes

Within 7th month after notice to proceed:

Pct.1 Constables Office metrics review of current and past data based on investigation in Blanco County for educational and training purposes targeting community residents that have most been affected by illegal dumping and environmental crimes

Within 8th month after notice to proceed:

Submit Financial and Activity Reports to CAPCOG

Continue Proactive patrols in Blanco County for investigations into environmental crimes and continued community education

Within 9th month after notice to proceed:

Submit Final Program Summary and Report to CAPCOG

Continue Proactive patrols in Blanco County for investigations into environmental crimes and continued community education

Form 6b. Project Cost

Total project cost, including in-kind and match: \$57,834.71

Total in-kind contribution to total project cost: \$0

Total proposed financial match (not in-kind) for total project cost: \$11,566.94

Total in-kind plus financial match: \$11,566.94

Total % proposed to be covered by in-kind plus match: 20 %

Minimum amount of grant funding willing to accept offered for same scope: \$46,267.77

Minimum amount of grant funding willing to accept offered for reduced scope: \$46,267.77

The amount requested will fund the purchase of one 2023 Dodge Ram Model 1500 SSV Crew Cab 4 Wheel Drive Truck, and emergency lighting and control equipment for Law Enforcement Use.

Form 6c: Priority Project Types in the CAPCOG RSWMP

Which of the following project types best describes this project?

- A permanent Household Hazardous Waste (HHW) facility or reuse center
- Equipment specifically used for the collection and transportation of HHW materials
- HHW collection event(s)
- Programs that deal with scrap tires
- Litter and illegal dumping cleanup
- Community collection event(s)
- Illegal dumping and local enforcement programs
- Recycling services, programs, and market development
- Other

Form 6d: Use of Funding for New or Expanded Programs

Which of the following best describes whether your project serves as "seed" money to start new programs or expand existing programs?

- Serves as seed money for a new program
- Expands a current program
- Maintains an on-going program

Blanco County currently does not have and environmental crimes or code enforcement officer in the county. It is the goal of this office to change that for Blanco County. This Office would spearhead Environmental crimes investigations throughout the county and offer the residents of Blanco County a well training and capable investigator to combat their concerns and complaints on environmental crimes in Blanco County. This office would also serve as a regional asset for environmental crimes to the surrounding area with a partnership through the regional task force.

Form 6e: Regionally Coordinated or Multi-Jurisdictional Project

Is the project regionally coordinated or multi-jurisdictional?

- Yes
- No

Blanco County is currently a member of the Environmental Regional Task Force

Form 6f: Public-Private Partnership

Does the project involve a public-private partnership?

- Yes
 No

Form 6g: Funding in Prior Biennium

Is the project an activity that was funded exclusively by the applicant in between September 1, 2020 – August 31, 2021, without grant funding?

- No
 Yes

[Enter explanation here, including whether any activity was only partially funded by grants; also include an explanation on Form 6 as to how awarding a grant to this project would not constitute supplanting if the answer to this question is "yes;"]

Did the applicant receive any solid waste grant funding from CAPCOG as part of its FY 2020-2021 grant program?

- No
 Yes

Form 6h: FY 2022 Budget Consideration

Is any funding for this project already included in the organization's FY 2022 budget?

- No
 Yes

If "Yes," complete the following two questions:

1. What percentage of the total project cost was already budgeted? % _____
Note – percentage must be less than 100% in order to be considered for funding.

2. Explain how grant funding awarded for this project would expand this activity, rather than supplant it.

Form 7: Grant Budget Summary

NOTE: Form 7 through 7h are in the associated Excel Workbook entitled FY 2022-2023 SW Grant Budget Forms. Please be sure to attach Form 7 with your proposed grant budget prior to submittal.

**BLANCO COUNTY CONSTABLE PRECINCT 1
SOLID WASTE GRANT APPLICATION JANUARY 2022**

Budget Category	Funding Amount	Reference Check
1. Personnel/Salaries		
2. Fringe Benefits	\$0.00	\$0.00
3. Travel	\$0.00	\$0.00
4. Supplies	\$0.00	\$0.00
5. Equipment	\$0.00	\$0.00
6. Construction	\$57,834.71	\$57,834.71
7. Contractual		\$0.00
8. Other		
9. Total Direct Charges (sum of 1-8)	\$57,834.71	
10. Indirect Charges*		
11. Total (sum of 9 - 10)	\$57,834.71	

Benefit Rate:	0.00%	Assumed to apply to salaries unless otherwise explained
Indirect Cost Rate:	0.00%	

Identify, in detail, each budget category to which your indirect cost rate applies and explain any special conditions under which the rate will be applied:

*In accordance with the UGMS, indirect charges may be authorized if the Applicant has a negotiated indirect cost rate agreement signed within the past 24 months by a federal cognizant agency or state single audit coordinating agency. Your latest indirect cost allocation plan MUST be attached.

Please complete any of the following detailed budget forms that are applicable.

BLANCO COUNTY

Form 7a: Project Cost Summary (same information as identified in form 6b)
Project Cost

Total project cost	\$	\$57,834.71	%
Total in-kind contribution to total project cost	\$	\$0.00	0.00%
Total proposed financial match (not in-kind) for total project cost	\$	\$11,566.94	20.00%
Total in-kind plus financial match	\$	\$11,566.94	20.00%
Minimum amount of grant funding willing to accept offered for same scope	\$	46,267.77	80.00%
Minimum amount of grant funding willing to accept offered for reduced scope	\$	46,267.77	80.00%

Form 7c: Detailed Travel Expenses

This budget form provides a more detailed breakdown of the total expenses for travel indicated on Line 3 of the Overall Budget Summary.

Please describe the types of routine in-region travel expenses expected and purpose for the travel.

Routine In-Region Travel	Purpose of Travel	Estimated Cost

All out-of-state travel expenses and other non-routine travel, such as out-of-region travel to special training or events must be pre-approved by the COG. Complete the following information for all requested non-routine travel, including any out-of-state travel. If those details are not presently known, the COG will need to approve those travel costs before the travel occurs.

Non-Routine Travel Expenses

Date(s)	Purpose & Destination	Person(s)	Estimated Cost
			\$
			\$
			\$
Total Travel Expenses (Must equal Line 3 of the Overall Budget Summary)			\$
			0

Form 7d: Detailed Supply Expenses

This budget form provides a more detailed breakdown of the total expenses for supplies indicated on Line 4 of the Overall Budget Summary.

Please list the general types of supplies you expect to purchase with grant funding.

General Types of Supplies	Estimated Cost
General offices/desk supplies	
Other supplies (explain below):	
TOTAL (Must equal Line 4 of the Overall Budget Summary)	\$0.00

Form 7e: Detailed Equipment Expenses

All equipment purchases must be pre-approved by the COG. If the specific details of an equipment purchase are known, show that equipment on the list below. If the specific details of the equipment costs are not known at this time, list the general details on this form. The specific details of the equipment will then need to be provided to and approved by the COG before the costs are incurred.

Equipment (\$5,000 or more per unit) (Show description, type, model, etc.)	Unit Cost	No. Units	Total Cost
2023 Dodge Ram Model 1500 SSV Crew Cab 4 Wheel Drive Truck with Emergency Lighting and Control Equipment for Law Enforcement Use	\$57,834.71	1	\$57,834.71
			\$0.00
			\$0.00
Total (Must equal Line 5 of the Overall Budget Summary)			\$57,834.71

Form 7f: Detailed Construction Expenses

All construction projects must be pre-approved by the COG. If the specific details of the construction costs are not known at this time, list the general details on this form. The specific details of the construction will then need to be provided to and approved by the COG before the costs are incurred. For any subcontracted activities, the request for approval will need to include evidence that the contract price is reasonable and necessary (see instructions).

Types of Construction	Subcontracted (Yes/No)	Estimated Cost
Total (Must equal Line 6 of the Overall Budget Summary)		\$0.00

BLANCO COUNTY

Form 7g: Detailed Contractual Expenses

All contractual expenses must be pre-approved by the COG. If the specific details of the contractual costs are not known at this time, list the general details on this form. The more specific details of the contractual costs will then need to be provided to and approved by the COG before the costs are incurred. The request for approval will need to include evidence that the contract price is reasonable and necessary (see instructions). In addition, the subcontract scope of work must be approved by the COG before work begins.

Purpose	Contractor(s)	Contract
Total (Must equal Line 7 of the Overall Budget Summary)		\$0.00

BLANCO COUNTY

Form 7h: Detailed Other Expenses

This budget form provides a more detailed breakdown of the total other expenses indicated on Line 8 of the Overall Budget Summary. Please note that the final totals are at the bottom of the next page.

Basic Other Expenses

Please identify the basic "Other" category expenses you expect to incur appropriate to the project.

Basic Other Expenses	Estimated Cost
Books and reference materials	
Postage, telephone, FAX, utilities	
Printing/reproduction	
Advertising/public notices	
Registration fees for training (if approved)	
Repair and maintenance	
Basic office furnishings	
Space and equipment rentals	
Signage	

Additional Other Expenses

The specific details of additional "Other" category expenses, not included on the list of basic Other expenses, must be pre-approved by the COG. If the specific details of the additional Other expenses are not known at this time, list the general details on this form. The more specific details will then need to be provided to and approved by the COG before the costs are incurred.

Additional Other Expenses	Unit Cost	No. of Units	Total Cost
Computer hardware not listed under the Equipment category (itemize each expense below including description, type, model, etc.):	\$0.00	1	\$0.00
Computer software (itemize each expense below including description, type, model, etc.):	\$0.00	1	\$0.00
Additional Other expenses (itemize each expense below including description, type, model, etc.):	\$0.00	1	\$0.00
Total Other Expenses (Must equal Line 8 of the Overall Budget Summary)			\$0.00

Article VIII. Required Reporting Forms

Available Electronically at www.capcog.org

RENTAL AGREEMENT

This Rental Agreement is entered into on this _____ day of _____, 2022, by and between COUNTY OF BLANCO ("County"), and the ARMADILLO PSB, LLC d/b/a PECAN STREET BREWING ("Renter").

RENTAL OF PREMISES

In consideration of the mutual covenants and agreements of this Rental Agreement, and other good and valuable consideration, County agrees to rent to Renter the outside grounds of the Courthouse, located at 101 E. Pecan Drive, Johnson City, Texas 78636 (the "Premises"). The Premises shall also include the parking spaces directly adjacent to the Courthouse grounds along E. Pecan Dr. and N. Avenue G. The rental term shall be effective from Saturday, November 5, 2022, at 12:00 a.m. through 11:59 p.m.

CONSIDERATION

Renter is sponsoring a Classic Car Show on November 5, 2022 (the "Event") and desires to rent the Premises for the Event. Renter has contracted with certain vendors for the Event and desires for the County to permit the vendors to use the premises. County desires to rent the Premises and recognizes that the Event will bring an influx of tourists to the county.

CONDITIONS

1. Renter shall obtain all necessary variances and permits for the Event.
2. Renter shall ensure that all vendors have obtained the necessary variances and permits.
3. Renter and all vendors shall comply with all State laws.
4. Neither Renter, nor any vendor, shall use a means to secure tents or other structures or equipment that will damage the Premises.
5. Tear down and set up must occur during the rental term set forth above.
6. Renter shall provide a minimum of 8 trash cans (2 on each corner) and shall empty them as needed.
7. Renter may put portable restrooms in the parking area; provided, Renter complies with all State regulations.
8. Neither Renter, nor any vendor, shall use any excessive heat, chemicals, marking devices, paint, adhesive or any other substance or device which could damage the Premises.
9. Renter shall provide County with proof of property and liability insurance for the Event.
10. The Premises shall be left in the same or better condition as it currently is in.
11. Renter shall advise all vendors of the Conditions of this contract and ensure that they comply with the Conditions.
12. Renter shall indemnify, defend and hold harmless County, and its employees from and against all demands, suits, judgments, settlements, claims, damages to persons and/ or property, fines, liens, losses and other liabilities, including reasonable attorneys' fees arising out of or in any way related to the Event, including claims for loss or damage to any property, or for death or injury to any individual.

THIS RENTAL AGREEMENT has been executed and acknowledged by the parties on the date and year first above written.

COUNTY:
COUNTY OF BLANCO

By: _____
Brett Bray
Blanco County Judge

RENTOR:
ARMADILLO PSB, LLC

By: _____
Chrystal Tamillo
Member

REPLAT OF TRACT 6 PAGE 67, PLAT REC A CALLED 24.879 A OFFICI

Current



CURRENT CONFIGURATION

1" = 400'
VOLUME 1, PAGE 67
PLAT RECORDS

Proposed

BRIAN C. CAMPBELL AND
KATHY L. CAMPBELL
CALLED 7.50 ACRES
VOL. 515 PG. 575
OFFICIAL PUBLIC RECORDS

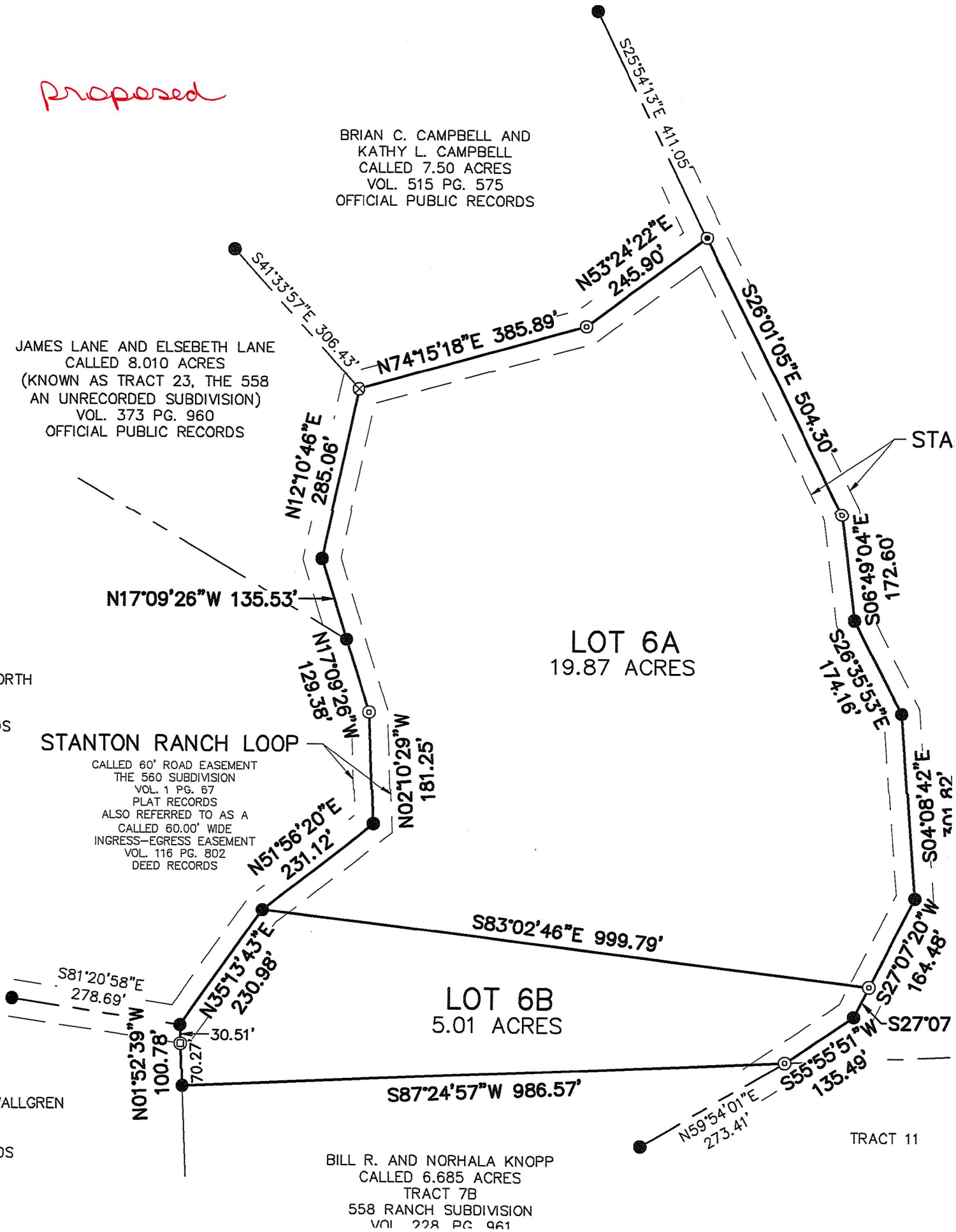
JAMES LANE AND ELSEBETH LANE
CALLED 8.010 ACRES
(KNOWN AS TRACT 23, THE 558
AN UNRECORDED SUBDIVISION)
VOL. 373 PG. 960
OFFICIAL PUBLIC RECORDS

WILMA NORTH
427
RECORDS

STANTON RANCH LOOP

CALLLED 60' ROAD EASEMENT
THE 560 SUBDIVISION
VOL. 1 PG. 67
PLAT RECORDS
ALSO REFERRED TO AS A
CALLED 60.00' WIDE
INGRESS-EGRESS EASEMENT
VOL. 116 PG. 802
DEED RECORDS

WILLIAM WALLGREN
427
RECORDS



Unbilled Detail

Monday, May 23, 2022
2:10:25 PM

Doucet & Associates, Inc.

As of 5/22/2022

COPY

Billing Status	Date	Labor Code /Account	Employee/ Reference	Description	Hours/ Units	Billing Rate	Billing Amount
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Project Number: P2428-001 Twin Oaks Estates, Blanco County, TX

Task Number: 10 Engineering Proposal Charges

Division John Doucet
Manager: Ronald Bischoff
Total Compensation: Rev Type: N JTD Billed:

Project Manager: Ronald Bischoff Client Name: HSW Land, LLC

Status: Active

Labor:

B	1/18/2022	005	710178	Bischoff, Ronald	2.50	155.00	387.50
				Drainage report review			
B	1/19/2022	005	710178	Bischoff, Ronald	2.50	155.00	387.50
				Call to Blanco Co. Comm. about Drainage study and items in question. Call from Design Engineer about status of review comments and issues within the report. Sent out report with comments on drainage study			
B	1/20/2022	005	710178	Bischoff, Ronald	.25	155.00	38.75
				Review and response to emails.			
B	1/25/2022	005	710178	Bischoff, Ronald	2.00	155.00	310.00
				Conferance call from Design Eng. about roadway in flood plain. Worked on Proposal to client			
B	1/26/2022	005	710178	Bischoff, Ronald	4.00	155.00	620.00
				Site Plan Review			
B	1/27/2022	005	710178	Bischoff, Ronald	4.75	155.00	736.25
				Perparationfor meeting with Comm. Attened meeting with Comm. about issues per per plan review prior to meeting with Dsign Engineer , oener abd contractor on site. Attened meeting on site.			
B	1/31/2022	005	710178	Bischoff, Ronald	1.00	155.00	155.00
				Review og updated flood plan map and question.			
B	2/2/2022	005	710178	Bischoff, Ronald	1.00	155.00	155.00
				Looked over drainiage issues and loeed for pond location in Google maps.			
B	2/4/2022	005	710178	Bischoff, Ronald	2.00	155.00	310.00
				Wrote up comments and corrections to General notes to be included in Plan set.			
B	2/10/2022	005	710178	Bischoff, Ronald	1.25	155.00	193.75
				Conferance call with engineer and owned about flood plan and roadway designs.			
				Total for 710178	21.25		3,293.75
B	1/17/2022	029	710336	Hegemier, Tom	.50	240.00	120.00
B	1/18/2022	029	710336	Hegemier, Tom	2.50	240.00	600.00
B	1/31/2022	029	710336	Hegemier, Tom	1.00	240.00	240.00
B	2/2/2022	029	710336	Hegemier, Tom	.50	240.00	120.00
B	2/3/2022	029	710336	Hegemier, Tom	.50	240.00	120.00
				Total for 710336	5.00		1,200.00
B	1/26/2022	021	710341	Newell, Debora	.75	110.00	82.50
				update issues-ron			
B	2/9/2022	021	710341	Newell, Debora	2.50	110.00	275.00
				prop-ron			
B	2/10/2022	021	710341	Newell, Debora	1.75	110.00	192.50
				prop-ron			
B	2/14/2022	021	710341	Newell, Debora	.75	110.00	82.50
				prop updates-ron			
				Total for 710341	5.75		632.50
				Total Billable Labor	32.00		5,126.25
				Total Labor	32.00		5,126.25
				Total for Active	32.00		5,126.25
				Total for 10	32.00		5,126.25
				Total for P2428-001	32.00		5,126.25

Final Totals

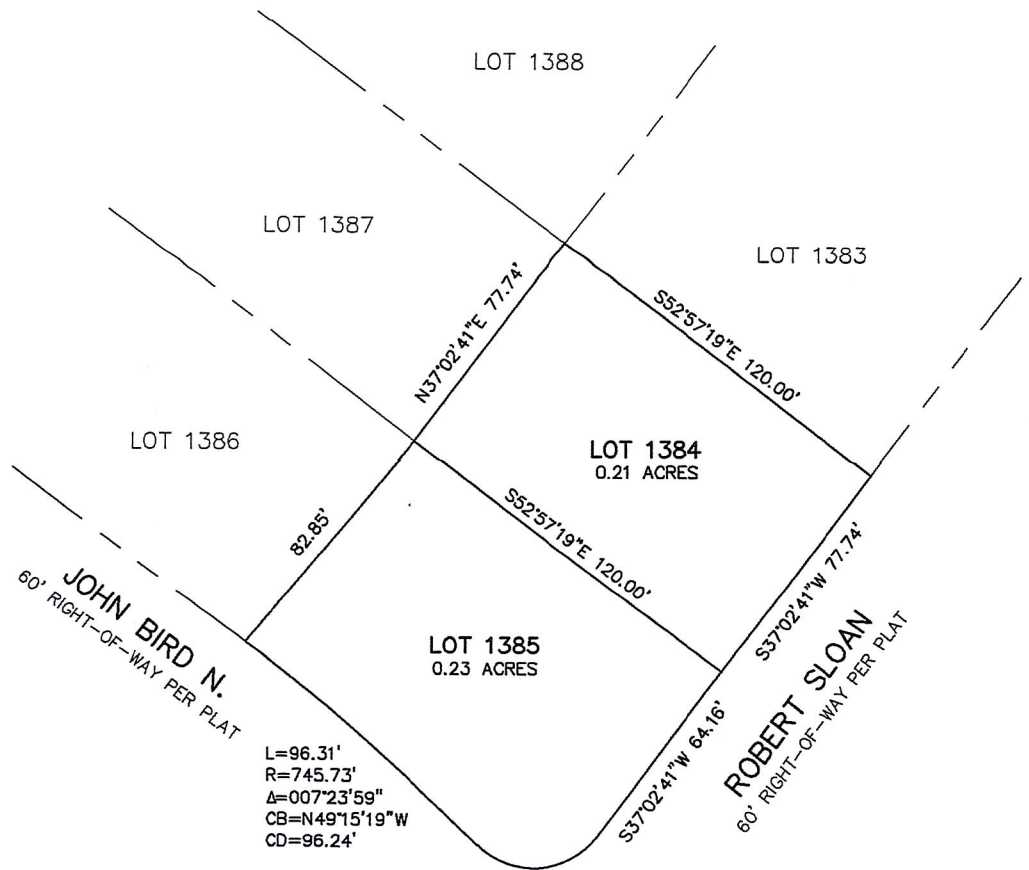
32.00

5,126.25

Report Summary (Billing):

	Hours	Labor	Consultants:	Expenses:	Units:
Billable	32.00	5,126.25			
Held					
Total	32.00	5,126.25			

AMENDING PLAT OF LOT IN VOLUME 3, PA



BUILDING SETBACKS AND EASEMENTS PER PLAT

- 30 FEET FRONT BUILDING SETBACK
- 25 FEET REAR BUILDING SETBACK
- 10 FEET SIDE BUILDING SETBACK
- 25 FEET FRONT DRAINAGE AND UTILITY EASEMENT
- 20 FEET REAR DRAINAGE AND UTILITY EASEMENT
- 10 FEET SIDE DRAINAGE AND UTILITY EASEMENT

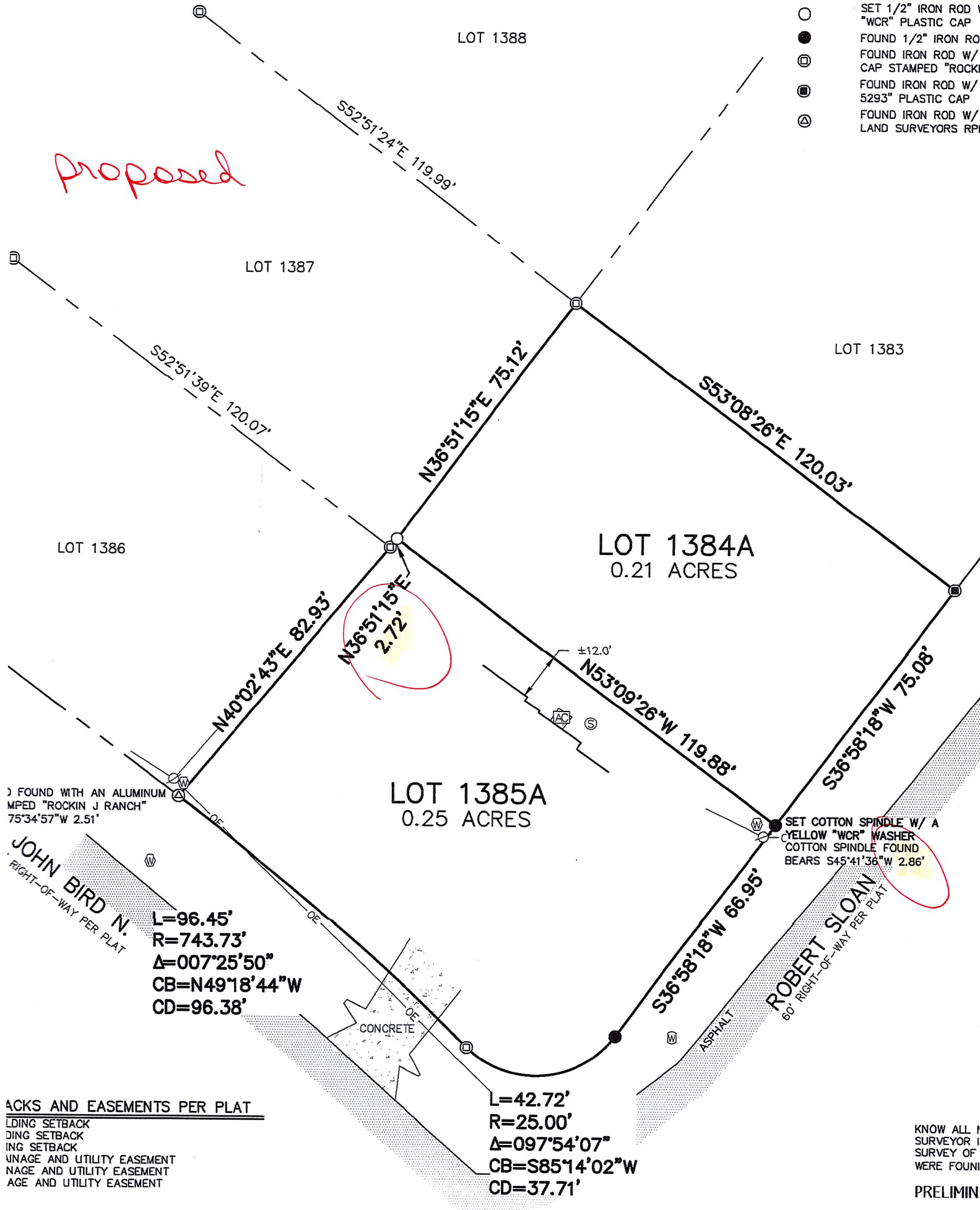
CURRENT CONFIGURATION

1" = 60'

LEGEND

- () RECORD CALL PER PL
- SET 1/2" IRON ROD W "WCR" PLASTIC CAP
- FOUND 1/2" IRON ROD
- ⊙ FOUND IRON ROD W/ CAP STAMPED "ROCKIN
- ⊗ FOUND IRON ROD W/ 5293" PLASTIC CAP
- ⊕ FOUND IRON ROD W/ LAND SURVEYORS RPL

Proposed



FOUND WITH AN ALUMINUM
STAMPED "ROCKIN J RANCH"
75°34'57"W 2.51'

JOHN BIRD N.
RIGHT-OF-WAY PER PLAT

L=96.45'
R=743.73'
Δ=007°25'50"
CB=N49°18'44"W
CD=96.38'

CONCRETE

SET COTTON SPINDLE W/ A
YELLOW "WCR" WASHER
COTTON SPINDLE FOUND
BEARS S45°41'36"W 2.86'

ROBERT SLOAN
60' RIGHT-OF-WAY PER PLAT

ASPHALT

L=42.72'
R=25.00'
Δ=097°54'07"
CB=S85°14'02"W
CD=37.71'

ACKS AND EASEMENTS PER PLAT
 LINDING SETBACK
 DING SETBACK
 ING SETBACK
 UNAGE AND UTILITY EASEMENT
 NAGE AND UTILITY EASEMENT
 AGE AND UTILITY EASEMENT

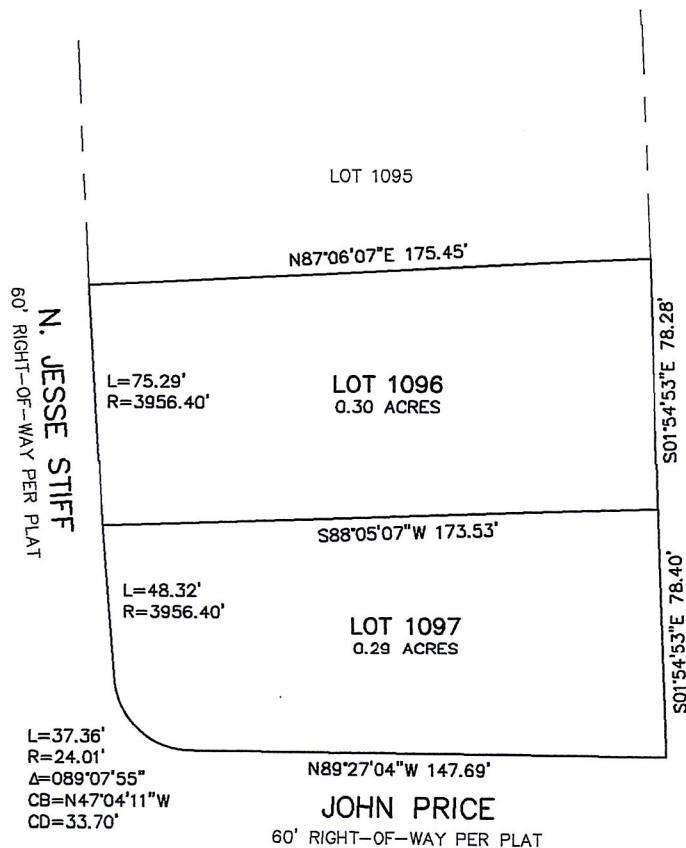
KNOW ALL I
SURVEYOR I
SURVEY OF
WERE FOUNI

PRELIMIN

AMENDING PLAT OF LC IN VOLUME 1, PAGE

BUILDING SETBACKS AND EASEMENTS PER PLAT

- 30 FEET FRONT BUILDING SETBACK
- 25 FEET REAR BUILDING SETBACK
- 10 FEET SIDE BUILDING SETBACK
- 25 FEET FRONT DRAINAGE AND UTILITY EASEMENT
- 20 FEET REAR DRAINAGE AND UTILITY EASEMENT
- 10 FEET SIDE DRAINAGE AND UTILITY EASEMENT



CURRENT CONFIGURATION

1" = 60'
VOLUME 1, PAGES 378-390
PLAT RECORDS

KNOW ALL MEN BY THESE PRESENTS, THAT WE, **STEVE SHILLER AND NANCY SHILLER**, OWNERS OF LOTS 1096 AND 1097 IN ROCKIN J RANCH UNIT 3, RECORD IN VOLUME 1, PAGES 378-390, PLAT RECORDS, BLANCO COUNTY, TEXAS, DO HEREBY AMEND SAID LOTS & TO BE KNOWN AS TRACT 1096A IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED. COUNTY, DO HEREBY ADOPT THIS PLAT OF SUBDIVISION SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS, SETBACK LINES, RESTRICTIONS AND POTENTIAL EASEMENTS.

Proposed

LOT 1095

N87°01'43"E 175.78'

L=75.33'
R=3956.40'
Δ=001°05'27"
CB=N03°28'25"W
CD=75.33'

S01°53'04"E 78.49'

LOT 1096A
0.60 ACRES

L=48.35'
R=3956.40'
Δ=000°42'00"
CB=N04°22'07"W
CD=48.35'

S01°53'04"E 78.39'

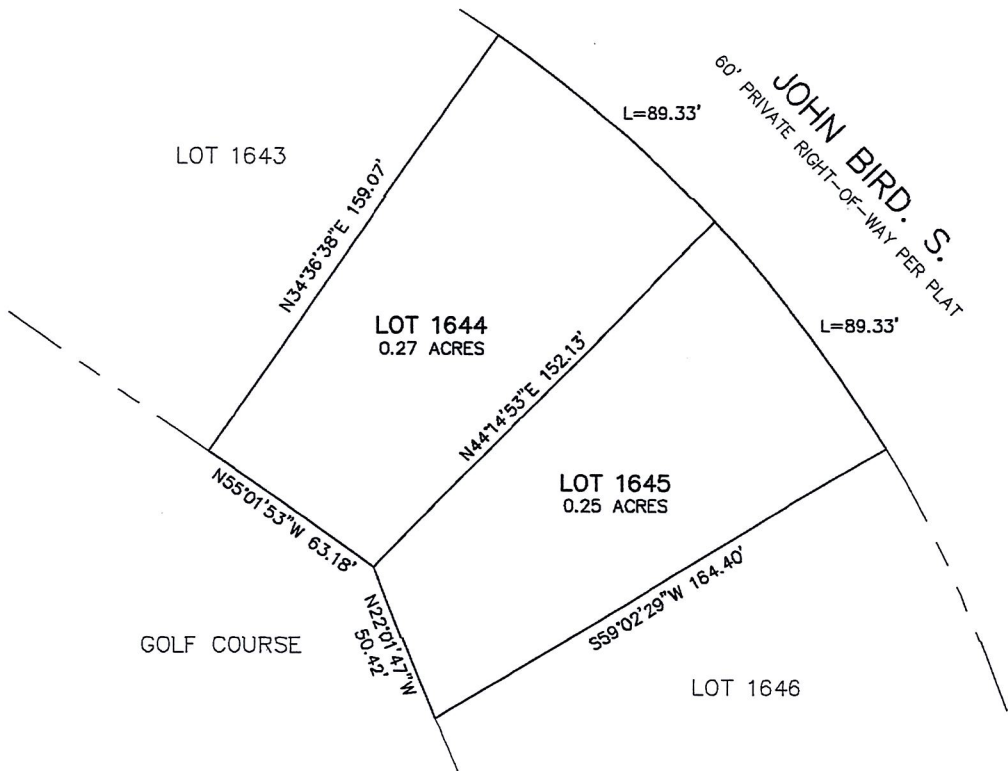
L=37.38'
R=24.01'
Δ=089°11'40"
CB=N47°06'01"W
CD=33.72'

N89°28'54"W 147.76'

JOHN PRICE
(60' PRIVATE RIGHT-OF-WAY)

N. JESSE STIFF
(60' PRIVATE RIGHT-OF-WAY)

AMENDING PLAT OF LOT 1644 IN VOLUME 3, P. 37-46



BUILDING SETBACKS AND DRAINAGE

30 FEET FRONT BUILDING SETBACK
 25 FEET REAR BUILDING SETBACK
 10 FEET SIDE BUILDING SETBACK
 25 FEET FRONT DRAINAGE AND
 20 FEET REAR DRAINAGE AND
 10 FEET SIDE DRAINAGE AND

CURRENT CONFIGURATION

1" = 60'
 ROCKIN J RANCH UNIT 5
 VOLUME 3, PAGES 37-46
 PLAT RECORDS

KNOW ALL MEN BY THESE PRESENTS, THAT I, MICHAEL SCOTT STUART, OWNER OF LOT 1644 AND LOT 1645 IN ROCKIN J RANCH UNIT 5 RECORD IN VOLUME 3, PAGES 37-46, PLAT RECORDS, BLANCO COUNTY, TEXAS, DO HEREBY AMEND SAID LOTS & TO BE KNOWN AS TRACT 1644A IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED. COUNTY, DO HEREBY ADOPT THIS PLAT OF SUBDIVISION SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS, SETBACK LINES, RESTRICTIONS AND POTENTIAL R.O.W. TAKES.

 MICHAEL SCOTT STUART

STATE OF TEXAS
 COUNTY OF _____

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED MICHAEL SCOTT STUART, AND ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS STATED THEREIN.

Proposed

L=14.28'
R=418.97'
Δ=001°57'08"
CB=S56°15'35"E
CD=14.28'

L=89.40'
R=418.97'
Δ=012°13'33"
CB=N49°25'05"W
CD=89.23'

L=89.10'
R=418.97'
Δ=012°13'33"
CB=N36°05'05"W
CD=88.93'

L=89.10'
R=418.97'
Δ=012°13'33"
CB=N36°05'05"W
CD=88.93'

LOT 1643

JOHN BIRD S.
60° PRIVATE RIGHT-OF-WAY PER PLAT

LOT 1644A
0.53 ACRES

GOLF COURSE

LOT 1646

N34°39'44"E 158.97'

10' DRAINAGE & UTILITY EASEMENT PER PLAT
10' SIDE BUILDING SETBACK LINE PER PLAT

25' DRAINAGE & UTILITY EASEMENT PER PLAT
30' FRONT BUILDING SETBACK LINE PER PLAT

25' REAR BUILDING SETBACK LINE PER PLAT
20' DRAINAGE & UTILITY EASEMENT PER PLAT

N55°01'55"W 63.12'

25' REAR BUILDING SETBACK LINE PER PLAT
20' DRAINAGE & UTILITY EASEMENT PER PLAT

10' SIDE BUILDING SETBACK LINE PER PLAT
10' DRAINAGE & UTILITY EASEMENT PER PLAT

N22°06'06"W 50.44'

S59°02'18"W 164.42'

N22°01'08"W 54.44'

THIS SURVEY PLAT IS PRELIMINARY
NOT TO BE RECORDED FOR ANY REASON

THE STATE OF TEXAS : KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF BLANCO

That PHOTO FINANCING, LLC, a Delaware limited liability company being the owner of TRACT 1A, LOS COLINAS RANCH SUBDIVISION shown by plat recorded in Volume 3, Page 84 of the Plat Records of Blanco County, Texas, and being the owner of Tract 2, LOS COLINAS RANCH SUBDIVISION shown by plat recorded in Volume 1, Page 218 of the Plat Records of Blanco County, Texas does hereby re-plat said tracts in and to said Tract 2 to be known as TRACT 1A-R AND TRACT 2-R1 AND TRACT 2-R2 with the Plat shown herein, subject to any easements or restrictions hereafter granted.

WITNESS MY HAND, this the ____ day of _____, A.D. 2021

PHOTO FINANCING, LLC

This instrument was acknowledged before me on _____, A.D. 2021, by

Notary _____

My Commission Expires _____

Approved by Blanco County Commissioners Court on the ____ day of _____, A.D. 2021

BRETT BRAY
Blanco County Judge

The State of Texas :
County of Blanco :

I, Laura Wallin, County Clerk, with and for the County and State aforesaid, do hereby certify that the within and foregoing instrument of writing with its certificate of acknowledgment was duly filed for record in my office on the ____ day of _____, A.D. 2021 at ____ o'clock ____ M in the Plat Records of said County, in Plat Book ____ of Page ____

Witness my hand and seal of office, this ____ day of _____, A.D. 2021.

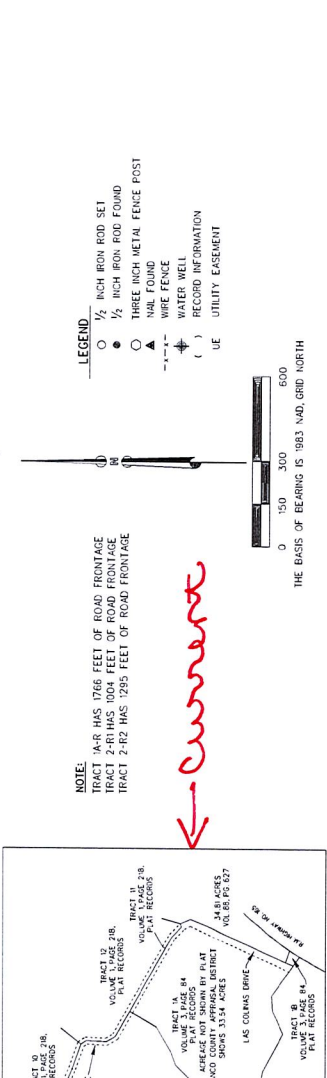
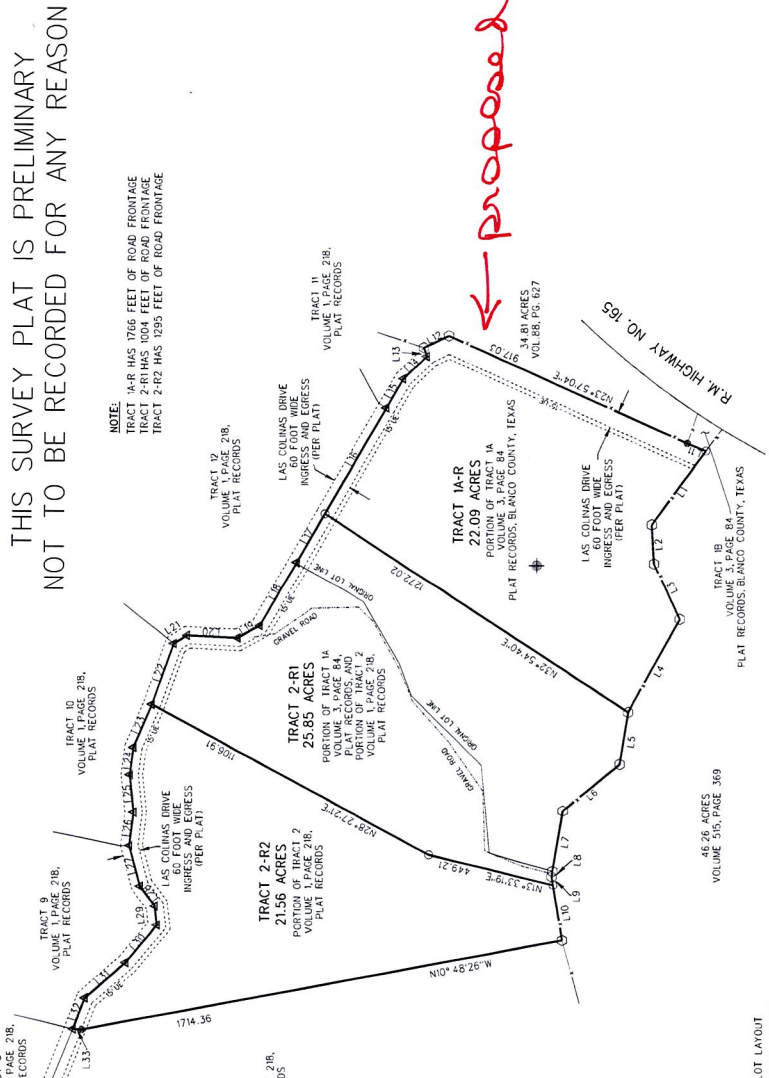
Laura Wallin, County Clerk
Blanco County, Texas

THE STATE OF TEXAS : Knece all men
COUNTY OF BLANCO

That I, Randall H. Hambright, a Registered Professional Land Surveyor, do hereby certify that this plat is true and correctly made and was prepared from an actual ground survey made under my direction and supervision.

Randall H. Hambright, P.E.T.S.
State of Texas Certificate No. 5763

DATE _____



LINE	DIRECTION	DISTANCE
L1	N54°22'22"W	327.07
L2	S89°59'49"W	136.40
L3	N61°26'07"W	375.51
L4	N84°05'40"W	366.33
L5	N80°44'19"W	217.71
L6	S80°27'25"W	31.06
L7	S80°27'25"W	305.66
L8	N25°41'08"W	97.38
L9	N25°41'08"W	133.35
L10	S70°09'15"W	430.99
L11	N60°17'51"W	119.75
L12	N60°17'51"W	238.23
L13	N60°17'51"W	24.89
L14	N32°38'55"W	199.10
L15	N32°38'55"W	199.10
L16	N32°38'55"W	199.10
L17	N32°38'55"W	199.10
L18	N32°38'55"W	199.10
L19	N32°38'55"W	199.10
L20	N32°38'55"W	199.10
L21	N32°38'55"W	199.10
L22	N32°38'55"W	199.10
L23	N32°38'55"W	199.10
L24	N32°38'55"W	199.10
L25	N32°38'55"W	199.10
L26	N32°38'55"W	199.10
L27	N32°38'55"W	199.10
L28	N32°38'55"W	199.10
L29	N32°38'55"W	199.10
L30	N32°38'55"W	199.10
L31	N32°38'55"W	199.10
L32	N32°38'55"W	199.10
L33	N32°38'55"W	199.10

A REPLAT OF TRACT 1A, LAS COLINAS RANCH, VOLUME 3, PAGE 84, PLAT RECORDS, BLANCO COUNTY AND TRACT 2, LOS COLINAS RANCH, VOLUME 1, PAGE 218, PLAT RECORDS, BLANCO COUNTY, TEXAS

HAMBRIGHT LAND SURVEYING
P.O. BOX 1226
JOHNSON CITY, TEXAS 78636
PHONE: 817-750-7777
EMAIL: HAMBRIGHTSURVEY@GMAIL.COM
TEXAS FIRM NO. 000587-00

10-23-2021	021-141
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