



HEALTHY PARKS PLAN FOR TRAVIS, BASTROP & CALDWELL COUNTIES



StDavid's
FOUNDATION

THE TRUST
FOR PUBLIC
LAND

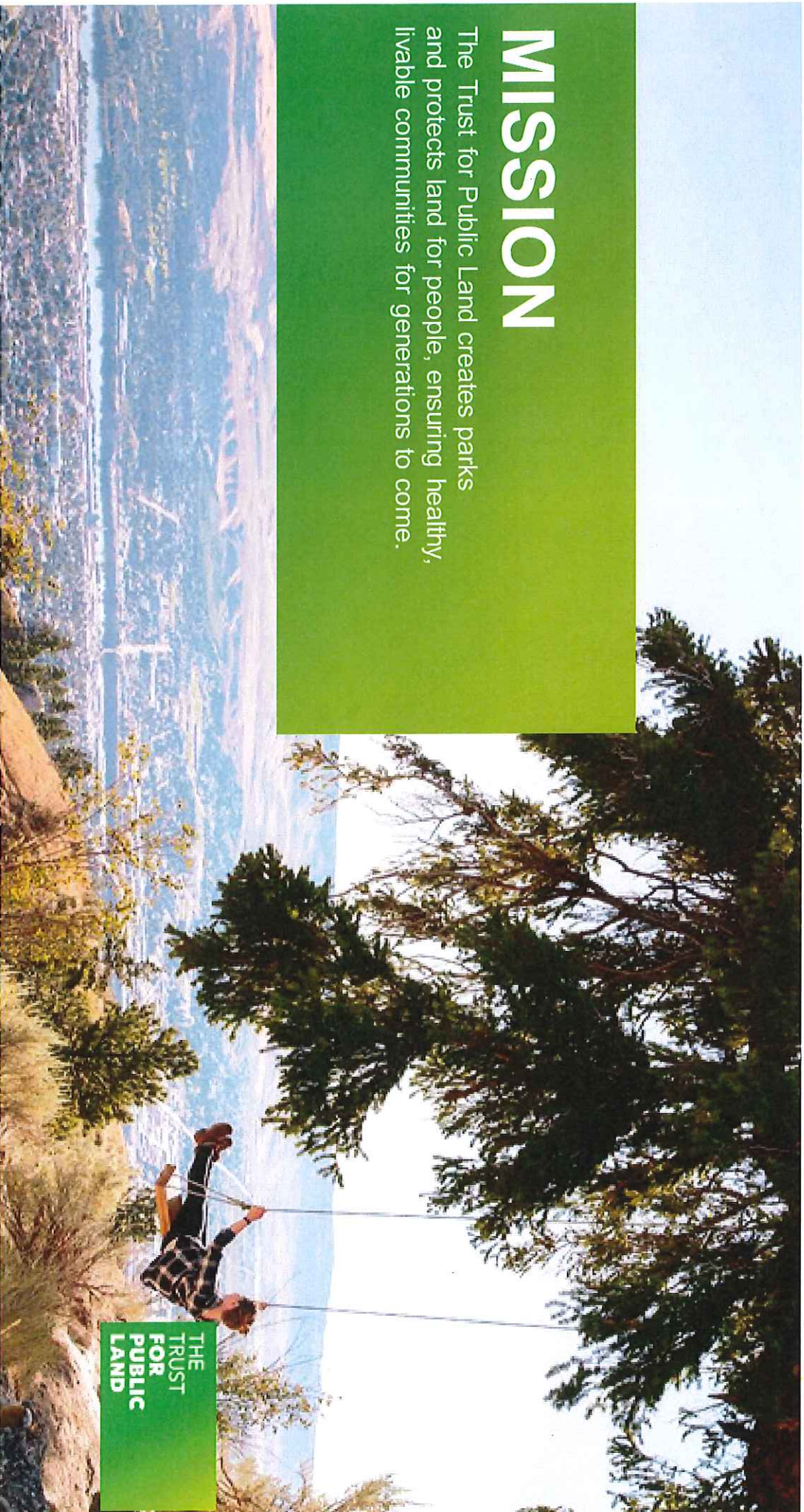
sakura
robinson
TBG



Project Partners

MISSION

The Trust for Public Land creates parks and protects land for people, ensuring healthy, livable communities for generations to come.

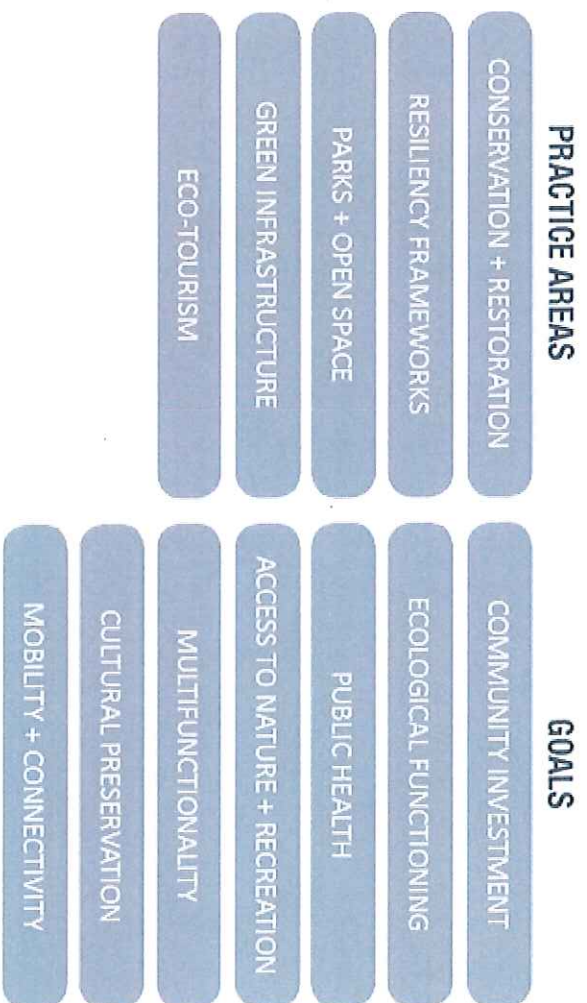




Project Partners



Urban Ecology
The Urban Ecology studio uses an interdisciplinary approach to enhance the firm's three core practice areas of Landscape Architecture, Planning, and Urban Design.



Asakura Robinson is a planning, urban design, and landscape architecture firm which strengthens environments and positively impacts communities through innovation, engagement, stewardship, and an integrated design and planning process.





Core Ideas



- Parks are **not optional amenities**— everyone should have close-to-home access to a high-quality park
- Community members are **experts on their own needs**, and we want to hear from everyone
- It's powerful to **combine technology and science with community input**
- Supporting physical activity is an integral part of community health — **Parks play a key role in providing affordable opportunities for exercise**



Core Ideas



Exercising is one of the most important ways people can improve physical health.

Hacer ejercicio es una de las formas más importantes para que las personas mejoren su salud física.



Core Ideas



Improving local air and water quality and mitigating climate impacts can improve community health.

Mejorando el aire local, la calidad del agua y disminuyendo los impactos del clima, la salud de la comunidad va a mejorar.



Core Ideas



Increasing opportunities to connect with both nature and other people in your community can improve mental health.

El incremento de conexiones entre naturaleza y personas en la comunidad, va a mejorar la salud mental.



Project Objectives

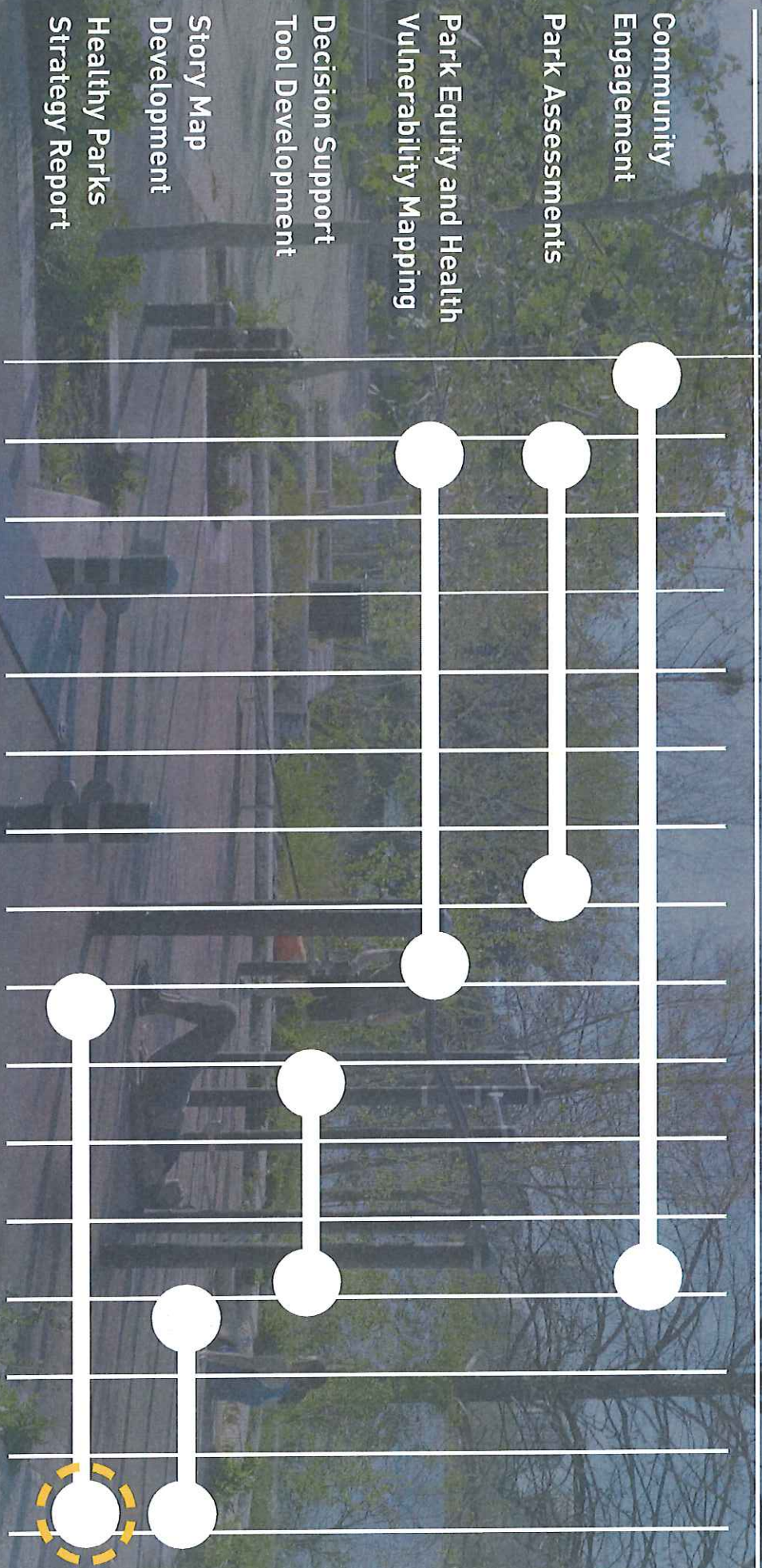


- Engage local community members in **identifying park priorities and obstacles** to using parks for physical activity
- Identify the park investments that will **maximize community health and equity**
- **Empower community groups to be active stewards** of local parks and encourage health-focused park programming
- Develop a **web-based decision-support tool** that combines park and health data with community perspectives to help local partners identify opportunities for community investment
- **Raise awareness** about the connections between park access, equity, and community health



Timeline

2018
Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec Jan Feb Mar Apr
2019





PUBLIC ENGAGEMENT

 @healthyparkspan

 The Healthy Parks Plan

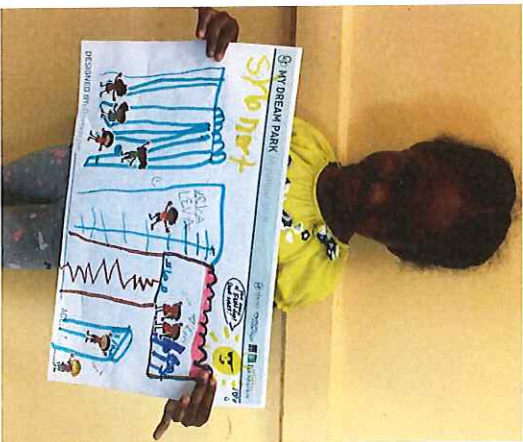
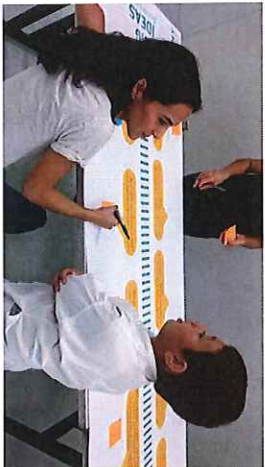


Speak Outs + Intercept Surveys





Community Workshops





HealthyParksPlan.org

Secure | <https://www.healthyparkspan.org/participate-1/>

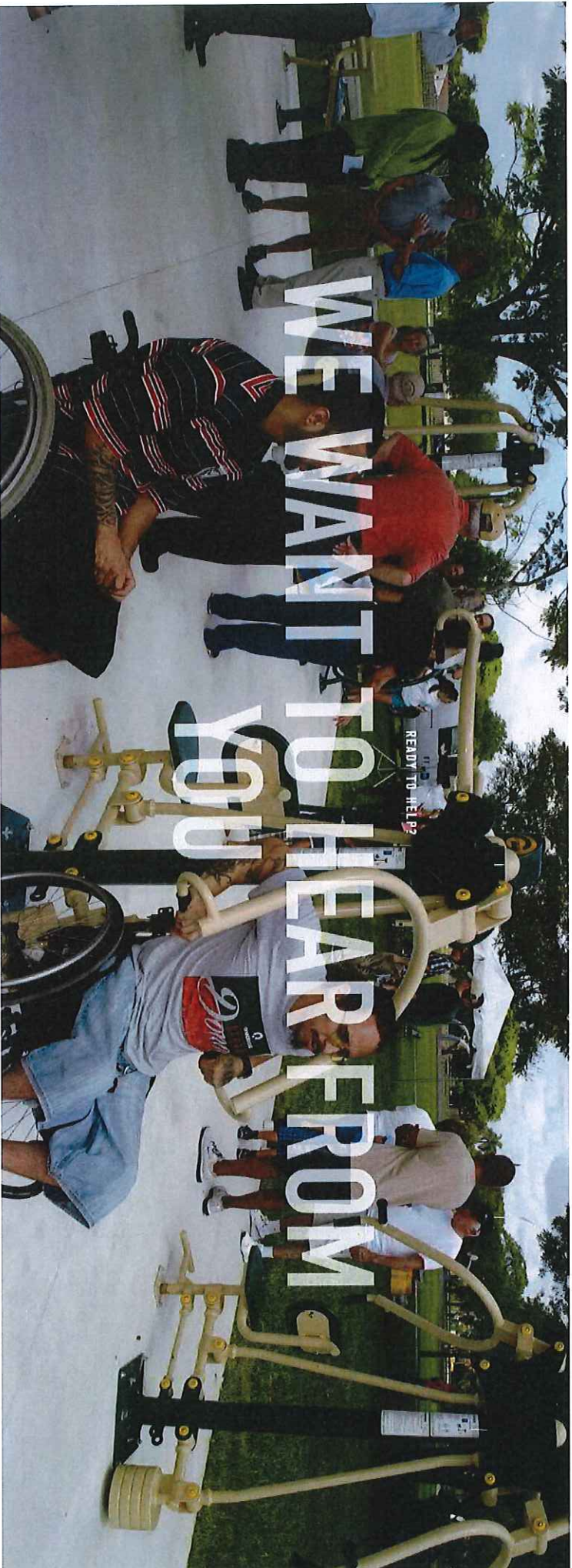
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HOME WHAT IT'S ALL ABOUT WHAT'S GOING ON



GET INVOLVED

TAKE OUR SURVEY



Understanding local perspectives is crucial to the success of the Healthy Parks Plan. We want to know how we can improve parks for you and your family, and we want to hear your ideas about how parks could better serve local health. Please take a moment to complete our online survey. The survey takes approximately 10 minutes to complete, and participants who enter their contact information in the boxes below are eligible to win a \$50 cash prize.

 @healthyparkspan

 The Healthy Parks Plan



**HEALTHY
PARKS PLAN**
FOR TRAVIS, BASTROP & CALDWELL COUNTIES

THANK YOU!!!

Visit HealthyParksPlan.org to view
our calendar of upcoming events!!!



@healthyparkspan



The Healthy Parks Plan

**StDavid's
FOUNDATION**

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FOR
PUBLIC
LAND

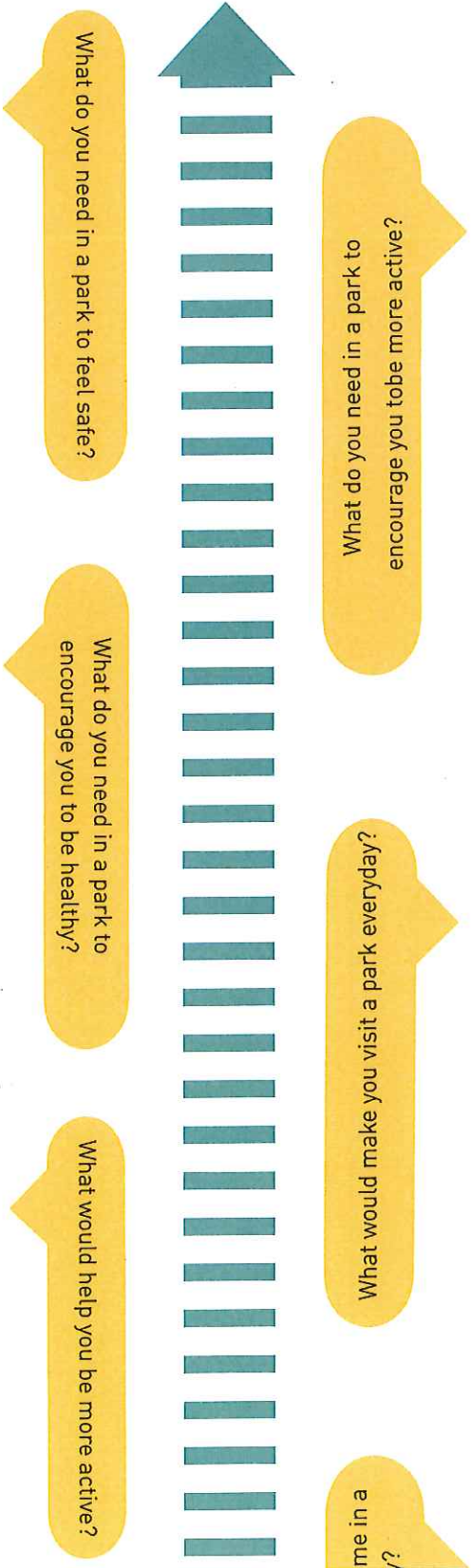
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robinson**

T B G



1: Basic Needs to Big Ideas

BASIC NEEDS





2: Health Concerns



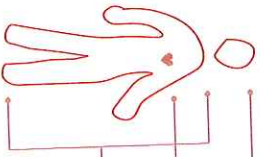
**HEALTHY
PARKS PLAN**
FOR FAMILIES, NEIGHBORS & COMMUNITIES

Health Concerns

This station is designed to gather input and insight from participants about their major health concerns. We hope you will share your experiences in regard to health. Responses are confidential and can be placed in the comment box when completed.

What are your biggest health concerns for you and your family? Please consider issues connected to your mind, body, and soul.

Examples of health concerns



Mind: Stress, Anxiety, Bipolar, Alzheimer's

Soul: Grief, Abuse, Social Isolation, Abandonment

Body: Obesity, Joint Pain, Diabetes, Allergies, Asthma

What are the major barriers your family faces to living a healthier life?



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Health Concerns

Please write your response to the questions below on post-it notes and attach on the board.



What are the health concerns your community faces?



What would help you, your family, and your community be healthier?



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3: Frequency of Active Living

Frequency of Active Living

Formosa de Salinas Activo

Write the answer to the following questions on a post-it note and determine the activity's level of intensity and how often you do the activity.

Escribe respuesta a las siguientes preguntas en un post-it y determina el nivel de intensidad de la actividad y la frecuencia con la que realizas la actividad.



What are the activities you do in parks?

¿Qué actividades realiza dentro de un parque?

What are the activities you wish you could do in parks?

¿Cuáles son las actividades que desearía poder realizar en un parque?

	Everyday	Once a Week	Once a Month	Once a Year
Low				
High				

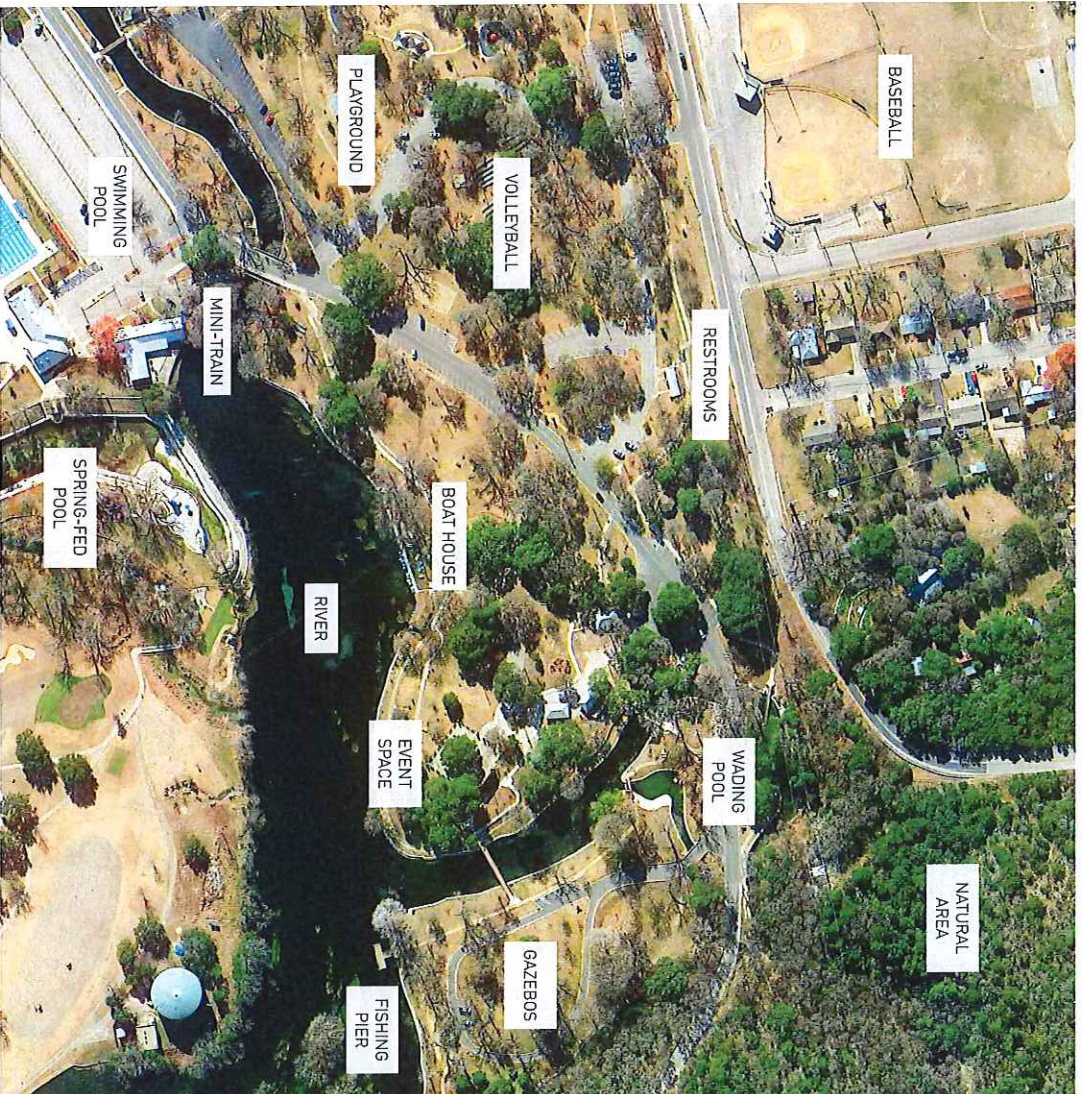


4: Park Programming

Existing Conditions

WHAT ACTIVITIES OR FEATURES IN THIS PARK INFLUENCE YOUR HEALTH?

WHAT ASPECT OF THIS PARK WOULD YOU FIND RELAXING?



Future Conditions

HOW CAN THIS PARK BE BETTER FOR YOU TO BE ACTIVE?

HOW WOULD YOU CONNECT WITH YOUR COMMUNITY IN THIS PARK?



5: Access and Safety

Park Concerns

Please write your response to the questions below on post-it notes and attach to the board.
Escriba su respuesta a las siguientes preguntas en un post-it y adjúntela en el tablero.

 What would you like to see improved in your park?
¿Qué le gustaría ver mejorado en su parque?

Quality of the Park *Calidad del Parque*

Examples: Maintenance of Nature, Cleanliness *ejemplos: Mantenimiento de la Naturaleza, Limpieza*

Amenities in the Park *Atracciones del Parque*

Examples: Playgrounds, Planned Classes *Ejemplos: Áreas de Juego, Clases Planificadas*

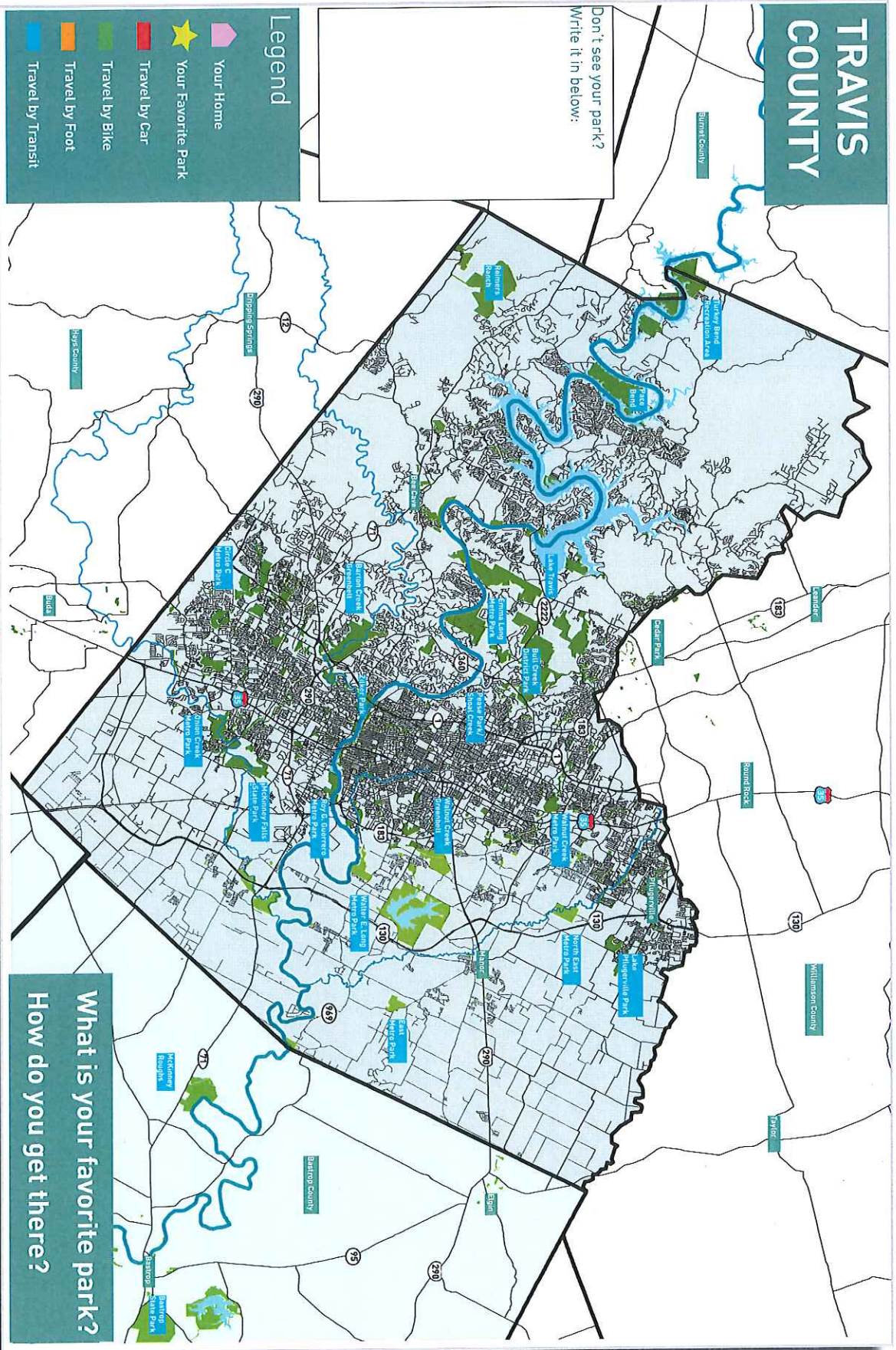
Safety in the Park *Seguridad en el Parque*

Examples: Lighting, Visibility, Hazards *Ejemplos: Alumbrado, Visibilidad, Peligros*





6: Mapping Access



CERTIFICATE OF APPRECIATION

AWARDED TO

BARBARA BOGART

In appreciation for 14 years of service on the
Board of Trustees for Bluebonnet Trails

Awarded this 13th of August, 2018.

Paul Pape, County Judge

Mel Hamner, Commissioner Pct. 1

Clara Beckett, Commissioner Pct. 2

Mark Meuth, Commissioner Pct. 3

Bubba Snowden, Commissioner Pct. 4

DRAFT

August 13, 2018

Re: Apple Developer Program

To Whom It May Concern:

Bastrop County requests to participate in the Apple Developer Program, enrollment ID 9Z52LLKDPK.

I, Paul Pape, based on a vote of the Bastrop County Commissioners Court, have authority to bind Bastrop County to all legal agreements presented on behalf of the Apple Developer Programs after the said agreement has been reviewed and approved by the Bastrop County District Attorney's office. Furthermore, I authorize Krystal Burton, Support Services Manager for Bastrop County Information Technology Department, to administer this account.

Regards,

Paul Pape

**CAPITAL AREA COUNCIL OF GOVERNMENTS INTERLOCAL
CONTRACT FOR IMPLEMENTATION OF SOLID WASTE
MANAGEMENT ACTIVITIES, FY 2018-2019**

AMENDMENT #1

The Capital Area Council of Governments (hereafter, CAPCOG) and the agreeing party (hereafter, SUBRECIPIENT) entered into a contract on April 1, 2018 as authorized under Chapter 391 of the Local Government Code, and Chapter 361 of the Health and Safety Code.

AMENDMENT:

This Solid Waste Interlocal Contract is being amended to incorporate opportunity for Progress, Results, and Reimbursement Reports between January 1, 2019 and May 31, 2019. The schedule below replaces Table 1, Schedule of Deliverables FY 2018 Required Reports in Section 3.04 of this contract. This amendment is pursuant to the authority implicit in Section 2.09.

This document should be maintained with the CAPCOG Contract #18-12-01 documents and records.

Table 1. Schedule of Deliverables FY 2018 - 2019 REQUIRED REPORTS

Report	Report	Reporting Period	Due Date
*Report #1	Progress, Results, Reimbursement	April. 1, 2018 – June 30, 2018	July 15, 2018
*Report #2	Progress, Results, Reimbursement	July 1, 2018 – Sept. 30, 2018	Oct. 12, 2018
*Report #3	Progress, Results, Reimbursement	Oct. 1, 2018 – Dec. 31, 2018	Jan. 15, 2019
Report #4	Progress, Results, Reimbursement	Jan. 1, 2019 – Mar. 31, 2019	Apr. 15, 2019
Report #5	Final Results, Reimbursement, Release of Claims	Apr. 1, 2019 – May 31, 2019	Jun. 18, 2019
*Report #6	Follow-Up Progress Reporting Form	Jan. 1, 2019 – Mar. 31, 2020	Jul. 31, 2020

ACCEPTANCE:

Each individual signing this Amendment #1 on behalf of a party warrants that he or she is legally authorized to do so and that the party is legally authorized to perform the obligations undertaken.

Except as amended herein, the terms and conditions of the original INTERLOCAL CONTRACT FOR IMPLEMENTATION OF SOLID WASTE MANAGEMENT ACTIVITIES, FY 2018-2019 remain in full force and effect.

Capital Area Council of Governments

Bastrop County

Betty Voights

Paul Pape

Executive Director

County Judge

Date:

Date:



BASTROP COUNTY Indigent Health Care Program

Mailing: 804 Pecan Street, Bastrop, TX 78602 ♦TEL: (512)581-7170 ♦FAX: (512)332-7203

MEMORANDUM

TO: Judge Paul Pape and Commissioners Court

FROM: Yolanda Morales, Administrator *YM*
Bastrop County Indigent Health Care Program (IHCP)

DATE: August 13, 2018

RE: **ACTION ITEMS**
Approval of Bastrop County IHCP FY 2018-2019 Optional Services
Approval of Bastrop County IHCP FY 2018-2019 Public Notice
Approval of Bastrop County IHCP FY 2018-2019 Monthly Income Standards

ACTION ITEM-- Bastrop County IHCP FY 2018-2019 Optional Services

A county must notify the Texas Department of State Health Services (TDSHS) of its intent to provide any of the following services prior to the beginning of a state fiscal year (Sept 1). If the services are approved by TDSHS or if TDSHS fails to notify the county of TDSHS' disapproval before the 31st day after the date that the request is received by TDSHS, the county may credit the services toward eligibility for state assistance for the state fiscal year following the date of the request. A county must notify TDSHS in writing if they decide to discontinue providing any of the optional services that TDSHS approved.

The following optional services are recommended for approval under the Bastrop County Indigent Health Care Program for State FY 2018-2019:

Advanced Practice Nurse (APN) Services

Ambulatory Surgical Center (ASC) Services

Colostomy Medical Supplies and Equipment

Dental Care

Emergency Condition Only--PRIOR AUTHORIZATION REQUIRED

Diabetic Medical Supplies and/or Equipment (Prescription Required)

Durable Medical Equipment

Home Oxygen Equipment--PRIOR AUTHORIZATION REQUIRED

High Blood Pressure Monitor (Prescription Required)

Physician Assistant (PA) Services

**Vision Care, including Eyeglasses (every 24 months)
PRIOR AUTHORIZATION REQUIRED**

Federally Qualified Health Center (FQHC) Services

**Occupational Therapy Services
Outpatient Rehabilitation Facility (PRIOR AUTHORIZATION REQUIRED)**

**Physical Therapy Services
Outpatient Rehabilitation Facility (PRIOR AUTHORIZATION REQUIRED)**

Attachments to this memorandum outline the criteria under which these optional services may be administered.

NOTE: These services will count towards the client's \$30,000 or 30 day inpatient hospital/skilled nursing limitation per year. Not all approved optional health care services are eligible for Medicaid reimbursement through the Indigent Health Care office of Texas Department of Health Care Services.

**ACTION ITEM-- Bastrop County IHCP FY 2018-2019 Public Notice
Bastrop County IHCP FY 2018-2019 Monthly Income Standards**

The county is required to provide no later than the beginning of the state fiscal year (September 1) public notice and make a reasonable effort to notify the public of the county's eligibility standards and the county's application, documentation, and verification procedures that applicants must comply with to establish eligibility. The Public Notice will be sent to the three county newspapers for posting before Sept 1. The CIHCP monthly income standards chart will be available upon request and will be updated according to the changes in the Federal Property Guideline set each year on April 1.

ATTACHMENTS:

OPTIONAL SERVICES COSTS--STATE FISCAL YEAR SPENDING COMPARISON
FY 2018-2019 OPTIONAL SERVICES CRITERIA
FY 2018-2019 PUBLIC NOTICE
FY 2018-2019 CIHCP MONTHLY INCOME STANDARDS

OPTIONAL SERVICES				
CATEGORY	SEPT 1, 2017- AUG 13, 2018	SEPT 1, 2016- AUG 31, 2017	Change in Spending	% of Change
DIABETIC SUPPLIES	\$857	\$275	\$582	68%
PHYSICAL THERAPY/OCCUPATIONAL THERAPY	\$5,523	\$7,832	(\$2,309)	-42%
VISION CARE	\$3,650	\$6,041	(\$2,391)	-66%
DENTAL	\$2,837	\$7,604	(\$4,768)	-168%
AMBULATORY SURGICAL CENTERS	\$888	\$11,377	(\$10,489)	-1181%
PHYSICIAN ASSISTANT/ADVANCED PRACTICE NURSE	\$317	\$66	\$252	79%
CRNA	\$1,467	\$3,987	(\$2,519)	-172%
TOTAL	\$15,539	\$37,181	(\$21,643)	-139%
AVERAGE MONTHLY COSTS	\$1,294.88	\$3,098.45	(\$1,804)	-139%

ITEM 7A

Optional Health Care Services

TDSHS-established Optional Health Care Services

Payment Method

- **Advanced Practice Nurse Services**.....NP/CNS/
- **Ambulatory Surgical Center (Freestanding) Services**...ASC Fee Schedule
- **Colostomy Medical Supplies and Equipment**.....DME Fee Schedule
- **Counseling Services**Psychologist Fee Schedule
- **Dental Care**Dentist-Orthodontist Fee Schedules
- **Diabetic Medical Supplies and Equipment**.....DME Fee Schedule
- **Durable Medical Equipment**.....DME Fee Schedule
- **Emergency Medical Services**Ambulance Fee Schedule
- **Home and Community Health Care Services**Rate Per Visit
- **Physician Assistant Services**Physician Assistant Fee Schedule
- **Vision Care, including Eyeglasses**.....Optometrist & Optician Fee Schedules
- **FQHC (Federally Qualified Health Center) Services**..Rate Per Visit
- **Occupational Therapy Services**..... Occupational Therapist Fee Schedule
- **Physical Therapy Services**..... Physical Therapist Fee Schedule
- **Other medically necessary services or supplies**..... Fee Schedule or negotiable rate

Negotiate rates with providers for optional service procedure codes not listed in the Fee Schedules. For additional information on claim payment, the User's Guide to Fee Schedules is provided at the end of Section Four, Service Delivery.

Advanced Practice Nurse (APN) Services

An APN must be licensed as a registered nurse (RN) within the categories of practice, specifically, a nurse practitioner, a clinical nurse specialist, a certified nurse midwife (CNM), and a certified registered nurse anesthetist (CRNA), as determined by the Board of Nurse Examiners. APN services must be medically necessary and provided within the scope of practice of the APN.

The Medicaid rate for NPs and CNSs reflect 92% of the rate paid to a physician for the same service and 100 % of the rate paid to physicians for laboratory, X-ray, and injections.

Payment Standard for a Nurse Practitioner, a Clinical Nurse Specialist, and a CNM. Use the Fee Schedule for Texas Medicaid Nurse Practitioner and Clinical Nurse Specialist at www.tmhp.com and proceed as follows:

1. Use the amount listed in the age appropriate Facility or Non-Facility Adjusted Fee for Report Date Column.
2. If the Adjusted Fee for Report Date Column is blank and the Note Code is 5 or blank, HHSC does not have a payable amount; however, a payment amount may be negotiated with the provider.

(APN Payment Standard continued on next page)

Optional Health Care Services

APN Services
(continued)

Payment Standard for a CRNA. Use the Fee Schedule for Texas Medicaid Certified Registered Nurse Anesthetist at www.tmhp.com.

For Anesthesia, use the number of Relative Value Units (RVUs) listed in the Total RVUs column, the conversion factor listed in the Conversion Factor column, and the calculation instructions below.

1. Calculate the anesthesia units of time by using the following formula.

$$\frac{\text{total anesthesia time in minutes}}{15} = \text{anesthesia units of time}$$

2. Calculate the reimbursement for anesthesia services by using the following formula.

$$(\text{anesthesia units of time} + \text{RVUs}) \times \text{Conversion Factor} = \text{reimbursement amount}$$

3. Use 92% of this physician amount to reimburse CRNA services.

Reduce the CRNA reimbursement by 2% for services rendered on or after February 1, 2011.

For Medical, Surgery, and Laboratory Services proceed as follows:

1. Use the amount listed in the age appropriate Adjusted Fee for Report Date Column.
2. If the Adjusted Fee for Report Date Column is blank and the Note Code is 5 or blank, HHSC does not have a payable amount; however, a payment amount may be negotiated with the provider.

For additional information on claim payment, the User's Guide to Fee Schedules is provided at the end of Section Four, Service Delivery.

Optional Health Care Services

✓ **Ambulatory
Surgical
Center (ASC)
Services**

These services must be provided in a freestanding ASC and are limited to items and services provided in reference to an ambulatory surgical procedure. A freestanding ASC service should be billed as one inclusive charge on a CMS-1500. If more than one procedure code is listed, only the code with the highest HHSC Payable amount should be paid.

Payment Standard. Use the Fee Schedule for Texas Medicaid ASC Group Rate Amounts and ASC Group # at www.tmhp.com.

✓ **Colostomy
Medical
Supplies and
Equipment**

These supplies and equipment must be medically necessary and prescribed by a physician or an APN within the scope of their practice in accordance with the standards established by the Board of Nurse Examiners and published in 22 Texas Administrative Code §221.13. The county may require the supplier to receive prior authorization.

Items covered are: cleansing irrigation kits, colostomy bags/pouches, paste or powder, and skin barriers with flange (wafers).

Payment Standard. For covered items listed above, use the Fee Schedule for Texas Medicaid Durable Medical Equipment/Medical Supplies at www.tmhp.com and proceed as follows:

1. Use the amount listed in the age appropriate Facility or Non-Facility Adjusted Fee for Report Date Column.
2. If the Adjusted Fee for Report Date Column is blank and the Note Code is 5 or blank, HHSC does not have a payable amount; however, a payment amount may be negotiated with the provider.

For additional information on claim payment, the User's Guide to Fee Schedules is provided at the end of Section Four, Service Delivery.

Optional HealthCare Services

**Counseling
Services**

Behavioral health services must be medically necessary; based on a physician referral; and provided by a licensed clinical social worker (LCSW, previously known as LMSW-ACP), a licensed marriage family therapist (LMFT), licensed professional counselor (LPC), or a Ph.D. psychologist. These services may also be provided based on an APN referral if the referral is within the scope of their practice in accordance with the standards established by the Board of Nurse Examiners and published in 22 Texas Administrative Code §221.13.

Payment Standard for LCSW, LMFT, and LPC. The following procedure codes are covered for TOS 1 counseling services provided by these providers: 90806, 90847, and 90853 (CPT codes only copyright 2004 American Medical Association. All Rights Reserved). The HHSC Payable amounts may be accessed in the Texas Medicaid Physician Fee Schedule.

Payment Standard for Ph.D. Psychologist. Use the appropriate Texas Medicaid Outpatient Behavioral Health Fee Schedule at www.tmhp.com and proceed as follows:

1. Use the amount listed in the age appropriate Facility or Non-Facility Adjusted Fee for Report Date Column.
2. If the Adjusted Fee for Report Date Column is blank and the Note Code is 5 or blank, HHSC does not have a payable amount; however, a payment amount may be negotiated with the provider.

For additional information on claim payment, the User's Guide to Fee Schedules is provided at the end of Section Four, Service Delivery.

Optional HealthCare Services



Dental Care

These services must be medically necessary and provided by a Doctor of Dental Surgery (DDS), a Doctor of Dental Medicine (DMD), or a Doctor of Dental Medicine (DDM). The county may require prior authorization.

Items covered are: an annual routine dental exam, annual routine cleaning, one set of annual x-rays, and the least-costly service for emergency dental conditions for the removal or filling of a tooth due to abscess, infection or extreme pain.

Payment Standard. For covered items listed above, use the Fee Schedule for Texas Medicaid Dentist-Orthodontist at www.tmhp.com and proceed as follows:

1. Use the amount listed in the age appropriate Facility or Non-Facility Adjusted Fee for Report Date Column.
2. If the Adjusted Fee for Report Date Column is blank and the Note Code is 5 or blank, HHSC does not have a payable amount; however, a payment amount may be negotiated with the provider.

For additional information on claim payment, the User's Guide to Fee Schedules is provided at the end of Section Four, Service Delivery.

Optional Health Care Services

✓
**Diabetic
Medical
Supplies and
Equipment**

These supplies and equipment must be medically necessary and prescribed by a physician. These supplies and equipment may also be prescribed by an APN if this is within the scope of their practice in accordance with the standards established by the Board of Nurse Examiners and published in 22 Texas Administrative Code §221.13. The county may require the supplier to receive prior authorization.

Items covered are: test strips, alcohol prep pads, lancets, glucometers, insulin syringes, humulin pens, and needles required for the humulin pens.

Insulin syringes, humulin pens, and the needles required for humulin pens are dispensed with a National Dispensing Code (NDC) number and are paid as prescription drugs; they do not count toward the three prescription drugs per month limitation. Insulin and humulin pen refills are prescription drugs (not optional services) and count toward the three prescription drugs per month limitation.

Payment Standard. For covered items listed above, use the Fee Schedule for Texas Medicaid Durable Medical Equipment/Medical Supplies at www.tmhp.com and proceed as follows:

1. Use the amount listed in the age appropriate Facility or Non-Facility Adjusted Fee for Report Date Column.
2. If the Adjusted Fee for Report Date Column is blank and the Note Code is 5 or blank, HHSC does not have a payable amount; however, a payment amount may be negotiated with the provider.

For additional information on claim payment, the User's Guide to Fee Schedules is provided at the end of Section Four, Service Delivery.

Optional Health Care Services

**Durable
Medical
Equipment
(DME)**

This equipment must be medically necessary; meet the Medicare/Texas Title XIX Medicaid requirements; and be provided under a physician's prescription. These supplies and equipment may also be prescribed by an APN if this is within the scope of their practice in accordance with the standards established by the Board of Nurse Examiners and published in 22 Texas Administrative Code §221.13. Items can be rented or purchased, whichever is the least costly. The county may require the supplier to receive prior authorization.

Items covered are: appliances for measuring blood pressure that are reasonable and appropriate, canes, crutches, home oxygen equipment (including masks, oxygen hose, and nebulizers), hospital beds, standard wheelchairs, walkers.

Payment Standard. For covered items listed above, use the Fee Schedule for Texas Medicaid DME at www.tmhp.com and proceed as follows:

1. Use the amount listed in the age appropriate Facility or Non-Facility Adjusted Fee for Report Date Column.
2. If the Adjusted Fee for Report Date Column is blank and the Note Code is 5 or blank, HHSC does not have a payable amount; however, a payment amount may be negotiated with the provider.

For additional information on claim payment, the User's Guide to Fee Schedules is provided at the end of Section Four, Service Delivery.

Optional Health Care Services

~~Emergency
Medical
Services~~

Emergency Medical Services (EMS) services are ground ambulance transport services. When the person's condition is life-threatening and requires the use of special equipment, life support systems, and close monitoring by trained attendants while en route to the nearest appropriate facility, ground transport is an emergency service.

Payment Standard. Use the Fee Schedule for Texas Medicaid Ambulance at www.tmph.com and proceed as follows:

1. Use the amount listed in the age appropriate Facility or Non-Facility Adjusted Fee for Report Date Column.
2. If the Adjusted Fee for Report Date Column is blank and the Note Code is 5 or blank, HHSC does not have a payable amount; however, a payment amount may be negotiated with the provider.

Optional Health Care Services

~~**Home and
Community
Health Care
Services**~~

These services must be medically necessary; meet the Medicare/Medicaid requirements; and are provided by a certified home health agency.

A plan of care must be recommended, signed, and dated by the recipient's attending physician prior to care being provided.

The county may require prior authorization.

Items covered are: Registered Nurse (RN) visits for skilled nursing observation, assessment, evaluation, and treatment provided a physician specifically requests the RN visit for this purpose. A home health aide to assist with administering medication is also covered.

Visits made for performing household services are not covered.

The skilled nurse visit is also called an SNV, RN, or LVN visit. The CPT code G0154 in the chart below includes \$10 maximum for incidental supplies used during the visit.

The home health aide visit is also called an HHA visit. The CPT code G0156 in the chart below includes incidental supplies used during the visit.

Payment Standard. Use the TDSHS Payable in the chart below.

TOS	Procedure Code
C	G0154 / Visit
C	G0156 / Visit

**Physician
Assistant (PA)
Services**

These services must be medically necessary and provided by a PA under the supervision of a physician and billed by and paid to the supervising physician.

Payment Standard. Use the Fee Schedules for Texas Medicaid Nurse Practitioner, Clinical Nurse Specialist, and Physician Assistant at www.tmhp.com.

The Medicaid rate for PAs reflects 92% of the rate paid to a physician for the same service and 100 % of the rate paid to physicians for laboratory, X-ray, and injections.

Optional Health Care Services

✓ **Vision Care,
Including
Eyeglasses**

Every 24 months one examination of the eyes by refraction and one pair of prescribed eyeglasses may be covered. The county may require prior authorization.

Payment Standard for Examination of the Eyes by Refraction. Use the Fee Schedule for Texas Medicaid Optometrist at www.tmhp.com and proceed as follows:

1. Use the amount listed in the age appropriate Facility or Non-Facility Adjusted Fee for Report Date Column.
2. If the Adjusted Fee for Report Date Column is blank and the Note Code is 5 or blank, HHSC does not have a payable amount; however, a payment amount may be negotiated with the provider.

Payment Standard for Prescribed Eyeglasses. Use the Fee Schedule for Texas Medicaid Optician at www.tmhp.com and proceed as follows:

1. Use the amount listed in the age appropriate Facility or Non-Facility Adjusted Fee for Report Date Column.
2. If the Adjusted Fee for Report Date Column is blank and the Note Code is 5 or blank, HHSC does not have a payable amount; however, a payment amount may be negotiated with the provider.

For additional information on claim payment, the User's Guide to Fee Schedules is provided at the end of Section Four, Service Delivery.

Optional Health Care Services

✓ **Federally
Qualified
Health Center
(FQHC)
Services**

These services must be provided in an approved FQHC by a physician, a physician assistant, an advanced practice nurse, a clinical psychologist, or a clinical social worker.

Payment Standard. Use the Rate Per Visit in the "FQHC Rates" included in Appendix B.

✓ **Occupational
Therapy
Services**

These services must be medically necessary and may be covered if provided in a physician's office, a therapist's office, in an outpatient rehabilitation or free-standing rehabilitation facility, or in a licensed hospital. Services must be within the provider's scope of practice, as defined by Occupations Code, Chapter 454.

Payment Standard. Use the Fee Schedule for Texas Medicaid Occupational Therapist at www.tmph.com and proceed as follows:

1. Use the amount listed in the age appropriate Facility or Non-Facility Adjusted Fee for Report Date Column.
-

✓ **Physical
Therapy
Services**

These services must be medically necessary and may be covered if provided in a physician's office, a therapist's office, in an outpatient rehabilitation or free-standing rehabilitation facility, or in a licensed hospital. Services must be within the provider's scope of practice, as defined by Occupations Code, Chapter 453.

1. Payment Standard. Use the Fee Schedule for Texas Medicaid Physical Therapist at www.tmph.com and proceed as follows:
2. Use the amount listed in the age appropriate Facility or Non-Facility Adjusted Fee for Report Date Column.

PUBLIC NOTICE

INTENT OF IMPLEMENTATION OF COUNTY INDIGENT HEALTH CARE PROGRAM (AS MANDATED UNDER SENATE BILL 1 -- INDIGENT HEALTH CARE AND TREATMENT ACT)

Effective September 1, 2018, Bastrop County will be providing any health care which is deemed medically necessary to eligible residents as specifically provided by the County Indigent Health Care Program.

The Bastrop County Indigent Health Care Program will follow the established eligibility and service standards, application, documentation and verification procedures contained in the County Indigent Health Care Handbook provided by the Texas Department of State Health Services. All applicants will be screened and an application will be mailed or may be picked up at the office location:
104 Loop 150, TX 78602

Bastrop County Indigent Health Care Program

Mailing Address: 804 Pecan, Bastrop, TX 78602

Telephone: (512) 581-7170 (metro)

Fax: (512) 332-7203

Assistance will be available upon request for completing applications. Applicants are responsible for correctly filling out the application and providing information required for verification and documentation of residency, income, and resources. The county will notify the applicant in writing of his/her eligibility within 14 days from the receipt of the completed application and required documentation. Applicant has the right to appeal eligibility decisions within 90 days from the receipt of written notice of ineligibility.

Bastrop County is liable for 8% of its General Revenue Tax Levy (G.R.T.L.) and 10% of all expenditures exceeding that amount as long as State matching funds are available. In the event that Bastrop County spends 8% of its G.R.T.L. and State funds are exhausted, the program will be discontinued until such time that further State funds are available or until September 1 of the next fiscal year.

Judge Paul Pape
Bastrop County Judge

Date

**BASTROP
COUNTY INDIGENT HEALTH CARE PROGRAM (CIHCP)**

CIHCP Monthly Income Standards Effective April 2018	
Based on 2018 Federal Poverty Guideline (FPG)	
# of Individuals in the CIHCP Household	21% FPG Minimum Income Standard
1	\$213
2	\$289
3	\$364
4	\$440
5	\$515
6	\$591
7	\$667
8	\$742
9	\$818
10	\$893
11	\$969
12	\$1,045

A household is eligible if its monthly net income, after rounding down cents, does not exceed the monthly income standard for the CIHCP household's size.



804 Pecan St
Bastrop, Texas 78602
512-581-7120
512-581-7118 fax

ITEM 8

BASTROP COUNTY HUMAN RESOURCES

To: Paul Pape, County Judge
Mel Hamner, Commissioner Precinct 1
Clara Beckett, Commissioner Precinct 2
Mark Meuth, Commissioner Precinct 3
Bubba Snowden, Commissioner Precinct 4

From: Virna Jameson – Benefits Coordinator / Michele T. Walty, PHR, SHRM-CP, Human Resources Director

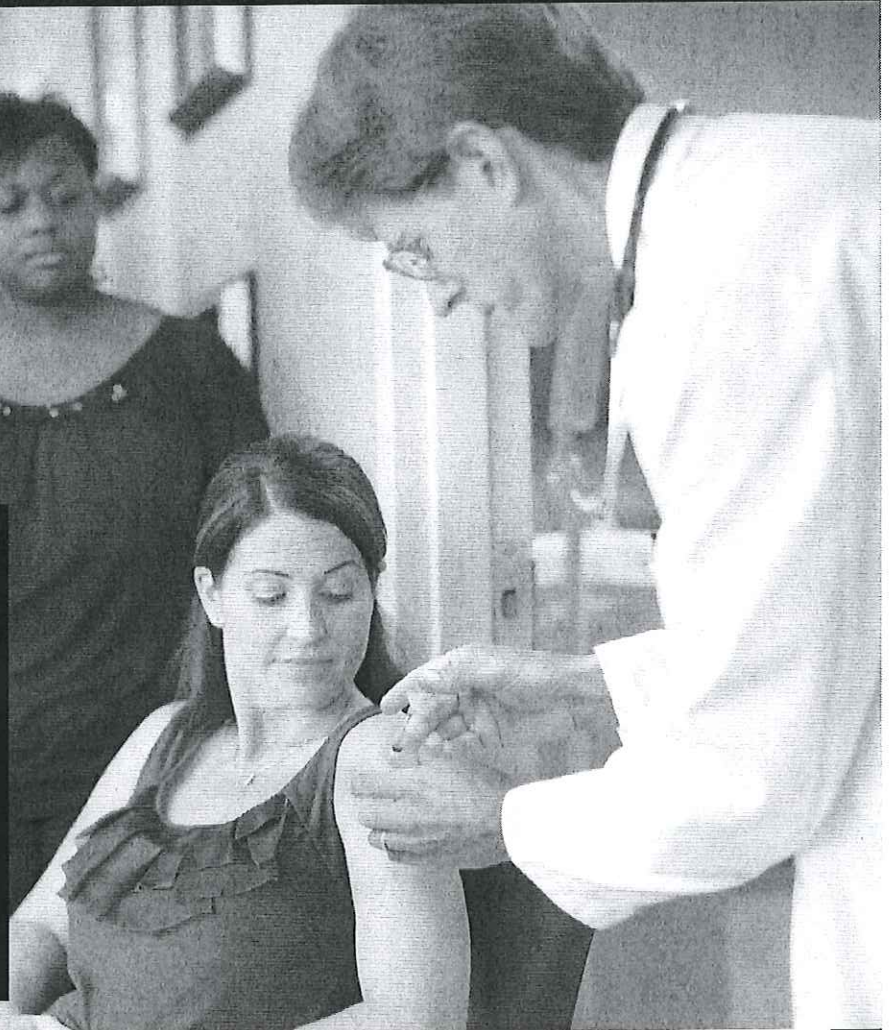
Date: August 13, 2018

Subject: Request to Approve Walgreens Flu Clinic Agreement

The purpose of this request is to ask the Commissioners' Court to approve an Agreement from Walgreens for our annual flu clinic on Thursday, October 4, 2018, from 10:00 a.m. to 2:00 p.m. Walgreens will provide 100 flu shots to Bastrop County employees on a first come, first serve basis.

Protect Yourself From the Flu!

Walgreens will be on-site to administer flu shots. Bastrop County employees and covered dependents (over age 7) can receive a **FREE** seasonal flu vaccination. You must bring your benefits card with you.



Location: Get your flu shot - at no charge!
Commissioners Conference Room,
Annex Building, 804 Pecan Street,
Bastrop TX. 78602

Date: Thursday, October 4, 2018

Time: 10:00 AM - 2:00 PM
No appointment necessary.
Bring your benefits card.



For questions, contact Human Resources at (512)581-7120.

Even healthy people can get the flu, and it can be serious.



IMMUNIZATION SERVICE AGREEMENT

This **IMMUNIZATION SERVICE AGREEMENT** ("Agreement") by and between the party indicated below ("Client"), and Walgreen Co., on behalf of itself and its subsidiaries and affiliates ("Walgreens") is made and entered into on the date last signed by an authorized representative of both the Client and Walgreens (the "Effective Date"). Walgreens and Client may be individually referred to as a "Party" or collectively as the "Parties."

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Client and Walgreens, by their signatures below, hereby agree Walgreens will provide the immunizations indicated in Attachment A, attached hereto and incorporated herein, consisting of dispensing and administering of such immunizations ("Immunizations") to participants ("Participants") at mutually agreed upon location(s) outside of Walgreens' store locations, referred to as off-site locations, and/or at Walgreens' participating store locations through issuance of a voucher ("Covered Services").

ATTACHMENT A

For each Covered Service whether through a voucher, at an off-site location or both, Client or Participant, as applicable, will reimburse Walgreens at the rates set forth in Table 1, below. Client acknowledges that the reimbursement rates set forth herein are Walgreens' confidential and proprietary information and Client agrees not to disclose the rates to any third-party other than as minimally necessary under the terms of this Agreement. The rates listed below are inclusive of the cost of vaccine, dispensing fee, administration fee and any applicable taxes imposed in connection with Covered Services.

Table 1

Immunization	Payment Method	Rate
Influenza - Standard Injectable Quadrivalent	Submit Claims to Pharmacy Insurance	N/A

Clinic Location: A

Location:	804 Pecan St Bastrop, TX 78602	Date:	10/04/2018	Contact:	Virna Jameson
		Time:	10:00 am - 2:00 pm	Phone:	512-581-7120
				Email:	virna.jameson@co.bastrop.tx.us

Immunization	Payment Method	Est. Shots
Influenza - Standard Injectable Quadrivalent	Submit Claims to Pharmacy Insurance	100

IN WITNESS WHEREOF, Client and Walgreens have electronically executed this Agreement, as of the Effective Date.

Business Name:	WALGREEN CO.
Name:	Name: Henna Gajjar
Title:	Title: Pharmacy Manager
Date:	Date: 07/15/2018
	District#: 363

Send Legal Notice To Client At:

Send Legal Notice To Walgreens At:

Attn: Health Law - Divisional Vice President
Healthcare Innovations Group
200 Wilmot Rd, MS2222
Deerfield, IL 60164
cc: clinicalcontracts@walgreens.com

WALGREENS COMMUNITY OFF-SITE CLINIC AGREEMENT TERMS AND CONDITIONS

I. WALGREENS' RESPONSIBILITIES

1.1 Covered Services. Subject to the limitations or restrictions imposed by federal and state contracts, laws, and regulations, and the availability of the appropriate Immunization, Walgreens will provide the Covered Services to Participants. With respect to such Covered Services, the Parties will comply with the procedures set forth herein. When required by state law, Walgreens will require Participants to provide a valid prescription from their physician or allow the health care professional to contact their physician to obtain a valid prescription; however, for influenza Immunizations, Walgreens will be responsible for obtaining standing orders from physicians. Participants will be required to complete a Walgreens' vaccine administration record and consent form before receiving an Immunization.

1.2 Professional Judgement. Walgreens may withhold Covered Services to a Participant for good cause, including but not necessarily limited to, Client's or Participant's (where applicable) failure to pay for Covered Services rendered; requests by Participant for services inconsistent with the legal and regulatory requirements; or where, in the professional judgment of the health care professional, the services should not be rendered.

1.3 Provision of Healthcare Professional. If the Parties agree in writing that Walgreens will provide Covered Services at off-site locations, Walgreens will provide Client with the appropriate number of qualified health care professionals and technicians to provide Covered Services at such off-site locations. Any requests for additional personnel will be subject to mutual agreement by the Parties and may require additional agreed-upon fees to be paid by Client to Walgreens in accordance with this Agreement.

II. CLIENT'S RESPONSIBILITIES

2.1 Vouchers. If the Parties agree in writing that Walgreens will provide Covered Services upon receipt of a voucher, Client will provide Participants with a voucher (in a format agreeable to both Parties), which Participants may redeem at a participating Walgreens store location. Once the voucher is approved by both Parties it may not be modified. Client may not rescind, retract, reduce or deny payment owed to Walgreens for claims where Covered Services have been provided to its Participants, even if Client no longer considers the individual redeeming the voucher to be a Participant.

IV. TERM AND TERMINATION

4.1 Term and Termination. This Agreement will become effective on the Effective Date and shall continue in full force and effect for an initial term of one year. Upon expiration of the initial term, this Agreement will automatically renew for successive one-year terms. Either Party may terminate this Agreement at any time without cause by giving at least thirty (30) days' prior written notice to the other Party.

4.2 Effect of Termination. Termination will have no effect upon the rights or obligations of the Parties arising out of any transactions occurring prior to the effective date of such termination.

4.3 Waiver. No waiver by either Party with respect to any breach or default of any right or remedy and no course of dealing may be deemed to constitute a continuous waiver of any other breach or default or of any other right or remedy unless such waiver is expressed in writing by the Party to be bound.

V. INSURANCE AND INDEMNIFICATION

5.1 Insurance. Each Party will self-insure or maintain at its sole expense, and in amounts consistent with industry standards, such insurance as may be necessary to insure each respective Party, its employees, and agents against any claim or claims for damages arising out of or in connection with its duties and obligations under this Agreement. Walgreens will automatically name Client as Additional Insured under its applicable insurance policy(ies). Evidence of such insurance can be downloaded from Walgreens' website. Client will provide a memorandum or certificate of insurance coverage to Walgreens upon request.

5.2 Indemnification. To the extent permitted by law, each Party will indemnify, defend, and hold harmless the other Party, including its employees and agents, from and against any and all third-party claims or liabilities arising from the negligence or wrongful act of the indemnifying Party, its employees, or agents in carrying out its duties and obligations under the terms of this Agreement. This Section will survive the termination of this Agreement.

2.2 Off-Site Locations. ****IMPORTANT**** If the Parties agree in writing, that Walgreens will provide Covered Services at off-site locations, Client will provide Participants with notice of the dates, times and locations for such off-site locations and provide a private, clean room location, tables and chairs for Walgreens' personnel and Participants. Additionally, Client guarantees that an average minimum of ___ Immunizations will be administered to Participants at each of Client's off-site locations per influenza season (August - April) ("Site Minimum"). If Walgreens determines that the Site Minimum is not achieved for the influenza season (determined by taking the total number of Immunizations administered at all off-site locations divided by the number of off-site locations in such influenza season ("Site Average")), at Walgreens' discretion, it will invoice Client for the difference between the Site Minimum and Site Average multiplied by the number of off-site events. The sum of which will be multiplied by the lowest reimbursement rate set forth in table in Attachment A and Client shall pay such amount within 30 days of being invoiced by Walgreens.

III. PAYMENT AND BILLING

3.1 Payment Method For Covered Services where: (i) Participant provides evidence of coverage under third-party insurance or a government funded program (e.g., Medicare) prior to the provision of Covered Services; (ii) and Walgreens is contracted such third-party insurance or government funded program, Walgreens will submit the claim for that Participant and any copayment, coinsurance, deductible owed by the Participant will be collected at the time of service or billed at a later date. If such evidence is not provided at the time of service, Walgreens will either, as agreed to by the Parties, collect from the Participant or invoice Client monthly at the lesser of the prices stated herein or the Usual and Customary Charge. If a claim for reimbursement is later denied, the Parties agree that Walgreens can seek reimbursement from the Participant. As used in this Agreement, "Usual and Customary Charge" shall refer to the amount charged to a cash customer for an Immunization by the administering pharmacy at the time of administration, exclusive of: (i) sales tax; (ii) discounts claimed, and (iii) discounts provided for prescription drug savings card or other similar discounts. Client will reimburse Walgreens within 30 days from receipt of the monthly invoice and must be sent to the remittance address stated on the invoice. The invoice will contain the following data elements, and no further information will be provided: Group ID, store number, prescription number, patient name, recipient number, physician name, cost, service fee, copayment amount, sales tax, total charge, date of service, and drug name/NDC. At the time of payment, Client will provide Walgreens with a written explanation of the specific claims for which payment is made.

3.2 Late Payment. All sums owed by Client to Walgreens will bear interest of 1.5% per month from the date payment is due until paid; however, in no event will such interest rate be greater than the rate permitted by law. Client shall be solely responsible for any and all costs incurred by Walgreens in seeking collection of any delinquent amounts owed by Client. Walgreens may invoice Client for interest and costs due under this Section on a monthly basis and payment will be due within 30 days from receipt.

VI. GENERAL TERMS

6.1 Confidentiality of PHI. Both Parties warrant that they will maintain and protect the confidentiality of all individually identifiable health information specifically relating to Participants ("**Protected Health Information**")

Of "PHI" in accordance with the Health Insurance Portability and Accountability Act of 1996 and all applicable federal and state laws and regulations. However, nothing herein will limit either Party's use of any aggregated Participant information that does not contain PHI. This Section will survive the termination of this Agreement.

6.2 Advertising. Neither Party may advertise or use any trademarks, service marks, or symbols of the other Party without first receiving the written consent of the Party owning the mark and/or symbol with the following exceptions: Client may use the name and the addresses of Walgreens' locations in materials to inform Participants that Walgreens provides Covered Services. Any other reference to Walgreens in any Client materials must be pre-approved, in writing, by Walgreens.

6.3 Force Majeure. The performance by either Party hereunder will be excused to the extent of circumstances beyond such Party's reasonable control, such as flood, tornado, earthquake, or other natural disaster, epidemic, war, material destruction of facilities, fire, acts of terrorism, acts of God, etc. In such event, the Parties will use their best efforts to resume performance as soon as reasonably possible under the circumstances.

6.4 Compliance. The Parties will comply with all applicable laws, rules, and regulations for each jurisdiction in which Covered Services are provided under this Agreement. Each Party will cooperate with reasonable requests by the other Party for information that is needed for its compliance with applicable laws, rules, and/or regulations.

6.5 Assignment. Neither Party may assign this Agreement to a third-party without the prior written consent of the other Party, except that either Party will have the right to assign this Agreement to any direct or indirect parent, subsidiary or affiliated company or to a successor company without such consent. Any permitted assignee will assume all obligations of its assignor under this Agreement. No assignment will relieve any Party of responsibility for the performance of any obligations which have already occurred. This Agreement will inure to the benefit of and be binding upon each Party, its respective successors and permitted assignees.

6.6 Notices. All notices provided for herein must be in writing, sent by U.S. certified mail, return receipt requested, postage prepaid, or by overnight delivery service providing proof of receipt to the address set forth following the signature blocks. Notices will be deemed delivered upon receipt or upon refusal to accept delivery.

6.7 Entire Agreement. This Agreement, which includes any and all attachments, exhibits, riders, and other documents referenced herein, constitutes the entire and full agreement between the Parties relating to the subject matter herein and supersedes any previous contract, for which the signatories are authorized to sign for, and no changes, amendments, or alterations will be effective unless reduced to a writing signed by a representative of each Party. Any prior agreements, documents, understandings, or representations relating to the subject matter of this Agreement not expressly set forth herein or referred to or incorporated herein by reference are of no force or effect.



804 Pecan St
Bastrop, Texas 78602
512-581-7120
512-581-7118 fax

ITEM 9

BASTROP COUNTY HUMAN RESOURCES

To: Paul Pape, County Judge
Mel Hamner, Commissioner Precinct 1
Clara Beckett, Commissioner Precinct 2
Mark Meuth, Commissioner Precinct 3
Bubba Snowden, Commissioner Precinct 4

From: Michele T. Walty, PHR, SHRM-CP, Mediator, and HR Director

Date: August 13, 2018

Subject: Request to Review, Discuss and Approve HRA-FSA Provider for Plan Year 2018-2019

The purpose of this request is to review, discuss and approve the HRA-FSA provider for Plan Year 2018-2019.

Overview:

As requested by the Court, the County Insurance Broker, Nitsche, obtained bids for moving the County HRA-FSA provider from WageWorks to a new vendor.

Out of the three bids submitted, TASC came in as the low bidder at a rate of \$3.60 per account. This would result in a cost savings of approximately \$578.22 per year for the County's HRA accounts and approximately \$209.88 per year for the County's FSA accounts. In addition, TASC is willing to waive the Implementation Fee and Annual Renewal Fees. However, TASC does charge \$1,200 for a Client Relationship Manager which is a free service with our current provider.

The TASC plan offers a benefit card and mobile and online services similar to our current provider; however, unlike our current provider, they offer Form 5500 filing and an Audit Guarantee. TASC also claims to have "reduced paperwork and wait time when Claim ConneX is

in place...” A similar program to what WageWorks set up with our current health and dental insurance providers.

Note, the Better Business Bureau has received approximately 76 complaints regarding TASC in the past three years involving some of the same issues are employees are currently experiencing with WageWorks; however approximately 34 of those complaints have been closed in the past 12 months. They have also received approximately 458 complaints regarding WageWorks regarding some of the same issues and approximately 211 of those complaints have been closed in the past 12 months.

Bastrop County

Flexible Spending Account (FSA)

CURRENT		TASC	Ameriflex	Sterling
WageWorks				
Setup Fee		Implementation Fee: Waived Annual Renewal Fee: \$0.00	Implementation Fee: \$500 Annual Fee: \$350	Takeover Fee: \$250 ; Waived if file is Sterling's format
Monthly Admin Fee (PPPM)	\$3.71	\$3.60	\$4.95 Stand Alone	\$5.00
Monthly Minimum	\$100	\$75	\$5.95 Combined FSA/HRA	\$50
Debit Card	Included	Included	Included	Included
Additional Services	(1) FSA Plan Doc & Summary Plan Description (2) Non-Discrimination Testing	(1) Section 125 Plan Doc & Summary Plan Description (2) Non-Discrimination Testing	(1) Plan Doc Preparations & Amendments (2) \$500 rollover admin. (3) Discrimination Testing portal access	(1) \$600 Annual Fee includes Plan Docs, Amendments, Non-Discrimination Testing (2) POP included (3) \$50 per hour charge for plan doc changes after initial set-up
Substantiation		(3) Form 5500 Preparation (4) Audit Guarantee Yes	(4) Form 5500 Support Assistance Yes	Yes

*This proposal is only a brief summary of benefits and is not intended to be a complete outline.

Bastrop County

Health Reimbursement Account (HRA)

	CURRENT	TASC	Ameriflex	Sterling
Setup Fee	WageWorks	Implementation Fee: Waived Annual Renewal Fee: \$0.00	Implementation Fee: \$500 Annual Fee: \$350	
Monthly Admin Fee (PPPM)	\$3.71	\$3.60	\$4.95 Stand Alone	\$6.00
Monthly Minimum	\$100	\$75	\$5.95 Combined FSA/HRA	\$50
Debit Card	Included	Included	Included	Included
Additional Services	(1) HRA Plan Doc & Summary Plan Description (2) \$600 Add'l Service Fees-Non-Discrimination Testing	(1) Summary Plan Description (2) Form 5500 Preparation (3) Audit Guarantee	(1) Plan Doc Amendments (2) Discrimination Testing portal access (3) Form 5500 Support Assistance	(1) \$650 Annual Fee includes Plan Docs & Discrimination
Substantiation		Yes	Yes	Yes

*This proposal is only a brief summary of benefits and is not intended to be a complete outline.

Randi Fishbeck

From: [REDACTED]
Sent: Friday, August 03, 2018 6:03 PM
To: Randi Fishbeck
Subject: shooting range

Thomas Muehr and Laverne Norris both approve of the shooting range on John Craft Rd.

We welcome the police.

Randi Fishbeck

From: [REDACTED]
Sent: Tuesday, August 07, 2018 11:57 PM
To: Randi Fishbeck
Subject: Proposed firing range

Here are my questions/concerns for the Commissioner's Court hearing on Aug. 13, 2018 in regard to the proposed firing range on John Craft Rd. Red Rock TX.

I cannot attend the hearing but would like the court to hear my concerns.

Thank you

Karen Turner

255A John Craft Rd

Red Rock 78662

I own property on John Craft Rd & reside there full time. My property is within a mile of the proposed firing range for law enforcement.

I have questions & great concerns.

I am against this shooting range, I do not think this is an appropriate location for many reasons.

I am all for law enforcement training & support law enforcement 100%.

Soil engineering and earthwork can be expensive, and not all sites are shooting range ready. Preparing the soil can require excessive excavation to ensure the bullet containment which will increase developing cost.

– Bullet containment can be a challenge and impractical due to the expense of ensure 100% containment. It also means going off the beaten path to keep the local citizens safer from stray bullets.

– Noise containment. With outdoor ranges, muffling the noise can be near to impossible.

Does the county have more property that could be used.

1) John Craft Road is a poorly maintained gravel road and it cannot support an increase in traffic. Washboard, pot holes & clouds of dust. Part of it is so narrow two vehicles cannot pass.

It became more torn up when the motocross was open. That was a lot of traffic, noise & pollution. I have been informed last year that there is not money in the road budget to maintain this road or even put base down that is badly needed.

It would be further safety issues on this road.

2) We are a peaceful reasonably quiet area. One of my reasons for living here. I know you attempt to "muffle" the gun fire but I believe it will disturb our peace, quiet & quality of life we enjoy here. Many of us are retired or work from home. We all have a right to peaceful & reasonable enjoyment of our home & property.

Will you have baffles all the way around to prevent ricochet & noise?

3) This is residential & ranching area. Livestock & pets as well as people are affected by gun fire. People with PTSD would suffer too.

4) Where would the funding come from for the building / land preparation & maintenance ? Driving by it looks like the property will take a lot of man hours to just clean up let alone complete the construction of proposed range. Residents tax dollars that are the same residents that have to hear the noise pollution?

5) What kind of secure fence would be erected? Security is an issue. The current fence is on the ground for a ways & sticking out on the road in the narrow part of the road.

6) With a range there is lead. That poses environmental issues.
Is there a pond on the property?
Wildlife & water fowl would be affected.

7) Fire hazard. How will that be addressed? The property is overgrown & thick with trees & brush.

8) Property values will drop.

Bkjikh What would your hours of operation be ?

9) Would there be high powered rifle practice? What kind of trainings ?

10) Can you guarantee it would be Bastrop County law enforcement only & not opened up to other law enforcement agencies/counties later on ?

11) Would this proposed range be cost effective? I would be curious to see what the Sheriff Department now pays for ranges they use. The cost of that versus what it would cost for the proposed range building & maintenance .

Blacktree on Hwy 71 opened recently that welcomes & discounts for law enforcement. There is an indoor range in Bastrop as well that I am aware of.

12) I assume that public restrooms would be needed & a septic system or would porta potties be going in & out?

I hope you give this proposal much thought & research. I pray you will see why this is not a good thing.

Best Regards,
Karen Turner

ITEM 11



Engineering & CIP Department

Carolyn Dill, P.E. – Director

Jessica Martinez, Planning Technician

211 Jackson St.

Bastrop, Texas 78602

512.581.4028

FAX: 512.581.7178

sonia.thomas@co.bastrop.tx.us

TO: Members of the Bastrop County Commissioners Court

FROM: Jessica Martinez

DATE: August 7, 2018

RE: Public Hearing: Pursuant to Sections 232.0095, 212.014, and 212.015 Local Government Code: Request for a revision: Lots 2-468, 2-487, 2-488 Block 5 Unit 2 & 2-509, Resubdivision of Lots 2-509, 2-510, 2-511, 2-512, 2-513, 2-514, 2-515, 2-516 Block 5, Tahitian Village Unit 2; Owners: John J. Hardy & Joanne Hardy; Surveyor: James E. Garon & Assoc., Professional Land Surveyors; Precinct 1. This division will create 3.389 acres in size. The replat does not attempt to amend or remove any covenants or restrictions.

The property owner submitted an application to combine existing Lots 2-468, 2-487, 2-488 Block 5 Unit 2 & 2-509, Resubdivision of Lots 2-509, 2-510, 2-511, 2-512, 2-513, 2-514, 2-515, 2-516 Block 5, Tahitian Village Unit 2 as recorded in Cabinet 3, Page 100A, Bastrop County, Texas Plat Records. This division will create 3.389 acre lot in size.

Attachment: Replat & variance request letter

**JAMES E. GARON
& ASSOCIATES, INC.**
PROFESSIONAL LAND SURVEYORS

P.O. Box 1917
Bastrop, Texas 78602
512-303-4185
Fax 512-321-2107
jgaron@austin.rr.com

May 4, 2018

Ms. Sonia Thomas
Planning and Project Management Department
Bastrop County, Texas
806 Water Street
Bastrop, Texas 78602

RE: Resub of Lots 2-468, 2-487 & 2-488, Blk 5, T.V. Unit 2 & Lot 2-509,
Resub of Lots 2-509 - 2-516, Blk 5, T.V. Unit 2; Variance request

Dear Ms. Thomas:

We are requesting a variance from the Bastrop County Interim Subdivision Regulations, Section VI.3.(Urban-Cul-de-sac), requiring all lots to abut a public street with a minimum frontage of 45 feet. The lot in question abuts Manawianui Drive (arc distance of 30.08 feet) and is in the same configuration as when originally platted. The reason for the Replat is to combine four (4) lots for a one (1) lot subdivision.

If you need any additional information please let me know.

Sincerely,



Glenn T. Dial
Registered Professional Land Surveyor

ITEM 12



Engineering & CIP Department

Carolyn Dill, P.E. – Director

Jessica Martinez, Planning Technician

211 Jackson St.
Bastrop, Texas 78602

512.581.4028

FAX: 512.581.7178

jessica.martinez@co.bastrop.tx.us

TO: Members of the Bastrop County Commissioners Court

FROM: Jessica Martinez

DATE: August 7, 2018

RE: Public Hearing: Pursuant to Sections 232.0095, 212.014, and 212.015 Local Government Code: Request for a revision: portion of 15.150 acre tract, Smithville West; Owners: Douglas Kip Adams & Emma Adams; Surveyor: Olson Surveying; Precinct 2. This division will create 1.154 acres, 1.994 acres, 1.998 acres and 1.999 acres in size. The replat does not attempt to amend or remove any covenants or restrictions.

The property owners submitted an application to replat a portion of a 15.150 acres, Smithville West, as recorded in Cabinet 2, Page 208B, Bastrop County, Texas Plat Records. The division will create 1.154 acres, 1.994 acres, 1.998 acres and 1.999 acres in size.

Attachment: Replat

ITEM 16

Engineering & CIP Department

Carolyn Dill, P.E. – Director

Jessica Martinez, Planning Technician



211 Jackson St.
Bastrop, Texas 78602
512.581.4028
FAX: 512.581.7178

jessica.martinez@co.bastrop.tx.us

TO: Members of the Bastrop County Commissioners Court

FROM: Jessica Martinez

DATE: August 7, 2018

RE: Discussion and possible action regarding Lots 2-468, 2-487, 2-488 Block 5 Unit 2 & 2-509, Resubdivision of Lots 2-509, 2-510, 2-511, 2-512, 2-513, 2-514, 2-515, 2-516 Block 5, Tahitian Village Unit 2 ; Owners: John J. Hardy & Joanne Hardy; Surveyor: James E. Garon & Assoc. Professional Land Surveyors; Precinct: 1

The property owners submitted an application to combine Lots 2-468, 2-487, 2-488 Block 5 Unit 2 & 2-509, Resubdivision of Lots 2-509, 2-510, 2-511, 2-512, 2-513, 2-514, 2-515, 2-516 Block 5, Tahitian Village Unit 2 located on Kipahulu Dr., Kahalulu Dr. and Manawianui Dr.

The applicants request for a variance to Section VI.3.a of the Bastrop County Subdivision Regulations for minimum lot frontage.

This subdivision meets all other state laws and county regulations.

The approval of this replat is a discretionary act for the Commissioners Court according to Section 232.0095 of the Local Government Code.

Attachments: Replat and Variance letter

**JAMES E. GARON
& ASSOCIATES, INC.**
PROFESSIONAL LAND SURVEYORS

P.O. Box 1917
Bastrop, Texas 78602
512-303-4185
Fax 512-321-2107
jgaron@austin.rr.com

May 4, 2018

Ms. Sonia Thomas
Planning and Project Management Department
Bastrop County, Texas
806 Water Street
Bastrop, Texas 78602

RE: Resub of Lots 2-468, 2-487 & 2-488, Blk 5, T.V. Unit 2 & Lot 2-509,
Resub of Lots 2-509 - 2-516, Blk 5, T.V. Unit 2; Variance request

Dear Ms. Thomas:

We are requesting a variance from the Bastrop County Interim Subdivision Regulations, Section VI.3.(Urban-Cul-de-sac), requiring all lots to abut a public street with a minimum frontage of 45 feet. The lot in question abuts Manawianui Drive (arc distance of 30.08 feet) and is in the same configuration as when originally platted. The reason for the Replat is to combine four (4) lots for a one (1) lot subdivision.

If you need any additional information please let me know.

Sincerely,



Glenn T. Dial
Registered Professional Land Surveyor

ITEM 17

Engineering & CIP Department
Carolyn Dill, P.E. – Director

Jessica Martinez, Planning Technician



211 Jackson St.
Bastrop, Texas 78602
512.581.4028
FAX: 512.581.7178

jessica.martinez@co.bastrop.tx.us

TO: Members of the Bastrop County Commissioners Court

FROM: Jessica Martinez

DATE: August 7, 2018

RE: Discussion and possible action regarding Smithville West, Replat of a Portion of a 15.150 acre tract; Owners: Douglas Kip Adams & Emma Adams; Surveyor: Olson Surveying; Precinct 2

The property owners submitted an application to divide an existing 7.575 acres (originally a 15.150 acre tract) into 4 lots from 1.154 acres to 1.999 acres in size and 0.427 acres to be dedicated for ROW, located on Kellar Rd.

This subdivision meets all other state laws and county regulations.

The approval of this replat is a discretionary act for the Commissioners Court according to Section 232.0095 of the Local Government Code.

Attachment: Replat

CAPITAL AREA EMERGENCY COMMUNICATIONS DISTRICT
INTERLOCAL CONTRACT FOR NETWORK CONNECTIVITY

Section 1. Parties and Purpose

- 1.1 The Capital Area Emergency Communications District ("CAECD") is a regional emergency communications district and political subdivision of the State of Texas organized and operating under Chapter 772, Subchapter G of the Health and Safety Code, as amended.
- 1.2 Bastrop County ("Public Agency") is a Texas county that desires network connectivity terminating in the CAECD Advanced Virtual Private Network (AVPN).
- 1.3 This contract is entered into between CAECD and Public Agency under chapter 791 of the Government Code so that the Public Agency may facilitate interoperable and seamless radio communications among Public Safety and Public Service providers in the Public Agency and within the CAECD region. For purposes of carrying out CAECD's duties and obligations under this agreement the parties understand and agree that references to CAECD includes its employees, officers, directors, volunteers, agents (including the Capital Area Council of Governments – CAPCOG), and their representatives, individually, officially, and collectively.

Section 2. Goods and Services

- 2.1 CAECD agrees to: (1) allow the Public Agency to connect to the broadband Internet protocol (IP) AVPN network managed by the CAPCOG, Emergency Communications Division. This network uses AT&T Advanced Virtual Private Network (AVPN) multi-protocol label switching (MPLS) based services; and (2) provide notice to the Public Agency of any scheduled network maintenance and any unscheduled network outage.
- 2.2 Public Agency is responsible for: (1) ordering appropriate circuits to connect to the AVPN; (2) all costs incurred for the Public Agency's electronic, wireline or wireless connection to the AVPN; (3) reporting any connectivity problems to the appropriate service provider; and (4) coordinating any changes in connectivity with CAECD prior to ordering the proposed changes.

Section 3. Contract Price and Payment Terms

- 3.1 The Public Agency is responsible for any and all costs incurred for the Public Agency's connection to the AVPN and will arrange direct billing with their service provider(s).
- 3.2 CAECD will not charge the Public Agency a "user fee".
- 3.3 It is anticipated that at some future time it will be necessary to apportion cost for the expansion of the capacity of the circuits that support the two host locations where network traffic is delivered to CAECD or other agency host systems. All participating agencies will be notified in advance of any costs associated with this action and this contract will be amended.

Section 4. Effective Date and Term of Contract

- 4.1 This contract takes effect on the date it is signed on behalf of CAECD for a 12-month term, unless sooner terminated under Section 5. This Contract will automatically renew each year on the anniversary date for a new 12-month term, unless either party gives written notice of termination to the other party no less than sixty days prior to the end of the current term.

Section 5. Early Termination of Contract

- 5.1 Either the Public Agency or CAECD may terminate this Contract without cause upon thirty (30) calendar days' prior written notice to the other party. On receipt of the notice, CAECD shall disconnect the Public Agency from the AVPN as soon as reasonably possible (unless the notice directs otherwise).

Section 6. Dispute Resolution

- 6.1 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 6, toll the statute of limitations, or seek an injunction, until they have exhausted the procedures set out in this Section.
- 6.2 At the written request of either party, each party shall promptly appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising under this contract. The representatives appointed shall promptly determine the location, format, frequency, and duration of the negotiations.

- 6.3 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.
- 6.4 The parties agree to continue performing their duties under this contract, which are unaffected by the dispute, during the negotiation and mediation process.
- 6.5 If mediation does not resolve the parties' dispute, the parties may pursue their legal and equitable remedies.
- 6.6 A party's participation in or the results of any mediation or other non-binding dispute resolution process under this section or the provisions of this section shall not be construed as a waiver by a party of: (1) any rights, privileges, defenses, remedies or immunities available to a party; (2) a party's termination rights; or (3) other termination provisions or expirations dates of this Interlocal contract.
- 6.7 Nothing shall prevent either party from resorting to judicial proceedings if (a) good faith efforts to resolve a dispute under these procedures have been unsuccessful, or (b) interim resort to a court is necessary to prevent serious and irreparable injury to a party or to others.

Section 7. Notice to Parties

- 7.1 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 delivered to the party personally; (2) 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 paragraph 8.2 and signed on behalf of the party; or (3) three business days after its deposit in the United States mail, with first-class postage affixed, addressed to the party's address specified in Art. 7.2.
- 7.2 Notices to CAECD and Public Agency shall be addressed as follows:

CAECD: Gregg Obuch
Capital Area Emergency Communications District
6800 Burleson Road, Building 310, Suite 165
Austin, TX 78744

Public Agency:

- 7.3 A party may change its address by providing notice of the change in accordance with Section 7.1.

Section 8 Limitation of Liability

- 8.1 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.

Section 9. Miscellaneous

- 9.1 Each individual signing this contract on behalf of a party warrants that he or she is legally authorized to do so and that the party is legally authorized to perform the obligations undertaken. The undersigned warrants that he or she:
- A. Has actual authority to execute this contract on behalf of the governing body identified as the Public Agency in this agreement and;
 - B. Verifies the governing body, by either minute order, resolution or ordinance approved this agreement as required by Texas Government Code section 791, as amended.
- 9.2 This Interlocal contract shall be construed and interpreted in accordance with the laws of the State of Texas. Venue for all disputes hereunder shall be solely in Travis County.
- 9.3 This Interlocal contract states the entire agreement of the parties, and may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this contract which are required by changes in Federal and 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.
- 9.4 This Interlocal contract is binding on and inures to the benefit of the parties' successors in interest.

9.5 This contract is executed in duplicate originals.

BASTROP COUNTY

By _____
Name _____
Title _____
Date _____

CAPITAL AREA EMERGENCY
COMMUNICATIONS DISTRICT

By _____
Betty Voights
Executive Director
Date _____

Date of governing body approval: _____

2018-2019
BASTROP COUNTY HOLIDAY SCHEDULE
OPTION 1

2018

October 8	Columbus Day	Monday
November 12	Veterans Day	Monday
November 22, 23	Thanksgiving	Thursday, Friday
December 24, 25	Christmas Eve-Day	Monday, Tuesday

2019

January 1	New Year's Day	Tuesday
January 21	Martin Luther King, Jr. Day	Monday
February 18	President's Day	Monday
April 19	Good Friday	Friday
May 27	Memorial Day	Monday
July 4, 5	Independence Day	Thursday, Friday
September 2	Labor Day	Monday

Two (2) personal days with Department Head prior approval.

Paul Pape
County Judge

2018-2019
BASTROP COUNTY HOLIDAY SCHEDULE
OPTION 2

2018

October 8	Columbus Day	Monday
November 12	Veterans Day	Monday
November 22, 23	Thanksgiving	Thursday, Friday
December 24, 25	Christmas Eve-Day	Monday, Tuesday

2019

January 1	New Year's Day	Tuesday
January 21	Martin Luther King, Jr. Day	Monday
February 18	President's Day	Monday
April 19	Good Friday	Friday
May 27	Memorial Day	Monday
July 4	Independence Day	Thursday
September 2	Labor Day	Monday

Three (3) personal days with Department Head prior approval.

Paul Pape
County Judge

2018-2019
BASTROP COUNTY HOLIDAY SCHEDULE
ROAD AND BRIDGE
OPTION 1

2018

November 23	Thanksgiving	Thursday
December 24, 25	Christmas Eve-Day	Monday, Tuesday

2019

January 1	New Year's Day	Tuesday
May 27	Memorial Day	Monday
July 4	Independence Day	Thursday
September 2	Labor Day	Monday

Six (6) personal days with Department Head prior approval.

Paul Pape
County Judge

2018-2019
BASTROP COUNTY HOLIDAY SCHEDULE
ROAD AND BRIDGE
OPTION 2

2018

November 22	Thanksgiving	Thursday
December 25	Christmas Day	Tuesday

2019

January 1	New Year's Day	Tuesday
May 27	Memorial Day	Monday
July 4	Independence Day	Thursday
September 2	Labor Day	Monday

Seven (7) personal days with Department Head prior approval.

Paul Pape
County Judge

**ORDER SETTING DAY OF WEEK AND LOCATION OF REGULAR TERM
SCHEDULE OF BASTROP COUNTY
COMMISSIONERS COURT MEETINGS FOR FISCAL YEAR 2018-2019**

Pursuant to section 81.005 (Terms of Court, Meetings), Local Government Code, Vernon's Texas Codes Annotated, the Commissioners Court by order shall designate a day of the week on which the court shall convene is a regular term each month during the fiscal year.

The Bastrop County Commissioners Court meetings shall be held at the County Seat at the Bastrop County Courthouse, 804 Pecan Street, Bastrop, Texas 78602 in the Commissioners Courtroom, second floor of the annex. Regular terms shall be held on the 2nd and 4th Monday of each month with the exception of Commissioners Court approved official County Holiday.

Regular terms of court shall be held on:

Tuesday, October 9
Monday, October 22
Tuesday, November 13
Monday, November 26
Monday, December 10
Thursday, December 27
Monday, January 14
Monday, January 28
Monday, February 11
Monday, February 25
Monday, March 11
Monday, March 25

Monday, April 8
Monday, April 22
Monday, May 13
Tuesday, May 28
Monday, June 10
Monday, June 24
Monday, July 8
Monday, July 22
Monday, August 12
Monday, August 26
Monday, September 9
Monday, September 23

Paul Pape
County Judge

Mel Hamner
Commissioner Precinct 1

Mark Meuth
Commissioner Precinct 3

Clara Beckett
Commissioner Precinct 2

Bubba Snowden
Commissioner Precinct 4

**MEMORANDUM OF UNDERSTANDING
BETWEEN BASTROP COUNTY, TEXAS
AND
A PARTY INTERESTED IN BIDDING ON
THE HISTORIC LOWER ELGIN ROAD TRUSS BRIDGE**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into as of the Effective Date set forth below, by and between a Bidder interested in the Property subject of this MOU (hereinafter the “Buyer”) and Bastrop County, Texas, a body corporate and politic of the State of Texas (hereinafter “County”). Together, both are referred to as the “Parties”.

RECITALS

WHEREAS, the County currently owns an asset commonly known as the **historical Lower Elgin Road Bridge**, which was built around 1890 and replaced by a new County road bridge in about 1998. After replacement, the old bridge has fallen into a state of disrepair. The bridge and associated real estate are legally described in Exhibit A hereto (the “Property”); and

WHEREAS, the old bridge was further damaged by floods in May, 2015 (and subsequent flood events on Wilbarger Creek) and Bastrop County has applied for and received approval for **FEMA and Texas Department of Agriculture** funds to have the old bridge restored to pre-flood condition as a pedestrian bridge; and

WHEREAS, the Bastrop County Commissioners Court has determined that the County no longer needs the Property for County purposes, that the Property is not required for the County’s foreseeable needs, and that it is in the best interest of the public to divest itself of the Property; and

WHEREAS, Bastrop County has offered to donate the property to at least two public or non-profit entities without success; and

WHEREAS, pursuant to Section 263.001 of the Local Government Code of Texas, the Commissioners Court may approve the sale of property and such sale made to a private entity must be by public auction. Such conveyance shall be formalized by a deed issued to the purchaser. Notice of the public auction of the property must be published as per Section 263.001(c) of the Code.

WHEREAS, under Section 263.004(a) of the Texas Local Government Code, the conveyance of real property may be made subject to restrictions, conditions, and limitations determined necessary or proper by the Commissioners Court, which must be set out clearly by substantial statement;

WHEREAS, Bastrop County wishes to sell the Property to an entity or organization that will preserve, care for, keep and maintenance it as a historic pedestrian bridge as hereinafter defined; and

WHEREAS, the County has determined that it is in the best interest of the County to convey the Property; and

CONDITIONS AND RESTRICTIONS

NOW THEREFORE, in consideration of the above recitals, which are incorporated into this MOU, the County lays out the following terms and conditions of any sale of the Property to the private sector, as follows:

1. Upon acceptance of this MOU by at least one potential Buyer, the County will use FEMA and TDA funds, hire contractors to perform the scope of work approved in the Project Worksheet, pay for the work, and be reimbursed by FEMA/TDA and close out the PW and accounting for the improvements.
2. Bastrop County will then convey the Property to the highest Bidder at auction for the purposes described herein, and subject to the terms and conditions set forth in this MOU and those of FEMA / TDA. The buyer must agree to accept the conveyance of the Property subject to such terms and conditions. Conveyance of the Property will be made by Deed without Warranty, in the form attached hereto as Exhibit B (the "Deed").
3. The buyer must agree to secure, maintain, care for, and use the Property for the benefit of the citizens of Bastrop County, Texas as well as its own purposes. The buyer must acknowledge, and accept the Property subject to, the limitations, terms, and conditions of the FEMA and TDA grant funds used by the County to restore the historic bridge to pre-flood condition. If the buyer fails to use the Property in accordance with all these terms, the Property will revert to the County as provided in the Deed. Prior to conveyance by Deed, to the buyer shall prepare an operations plan for review and approval by the County, providing that the Property be open to the public at all reasonable times. This operations plan will include hours of operations, opening and closing protocols, proof of liability insurance, signage, parking, and other operational items
4. In securing the Property during repairs, maintenance, and ongoing operations, the Buyer agrees to construct and maintain a 6 feet high chain-link-type security fence, with an appropriate gate, on and along the entire perimeter of the tract of land being transferred with the bridge, except on the side bounded by existing ranch fencing and across Wilbarger Creek. The purpose of this security fence is primarily to prevent children from accessing the County roadway adjacent to the Property and to keep people from accessing the Property without permission and when the facility is closed to the public.

5. After conveyance, the Buyer will be responsible for and will agree to assume all the costs arising in connection with the repair, maintenance, clean-up, upkeep, and use of the Property. Upon request by the County and by mutual coordination, the Buyer must agree to allow the County to use the Property, at no expense of the County, for events that are in the interest of the citizens of Bastrop County. The Buyer and the County will cooperate and negotiate in good faith to reach mutually-satisfactory arrangements for the County's use.
6. Except as specified in Paragraph 11, the Buyer will have sole obligation to perform due diligence to determine the physical and environmental condition of the Property and its suitability for the Buyer's intended uses, and that the conveyance of the Property will be made to the Buyer without warranty by the County. The Buyer has the right to conduct inspections of the Property to determine its physical and/or environmental condition, and to obtain and title insurance on the property prior to transfer of title, all at the Buyer's sole cost and expense. The Buyer will arrange with the County for access to the Property necessary to conduct any inspections or obtain information prior to transfer of title.
7. The Buyer may not remove the bridge from its current location without express written permission of the County, FEMA and TDA. If the bridge is ever removed from the site, ownership of the real property will revert back to the County.
8. The Parties will agree on a time and place for the execution and delivery of the Deed provided, however, that such transfer of title shall occur as soon as possible after the date that FEMA/TDA closes the PWs for repairs to the bridge. If the Parties have not otherwise agreed on a time and place for the transfer, then the transfer of title will occur at the County Judge's Office at 2:00 PM on the date that is 60 days after the date defined above.
9. THE PARTIES AGREE THAT, ONCE THE FEMA/TDA FUNDED IMPROVEMENTS ARE COMPLETED, THE SUBJECT PROPERTY OF THIS MOU WILL BE CONVEYED "AS IS, WHERE IS" WITH ALL FAULTS, BOTH LATENT AND PATENT, AND THAT THE COUNTY HAS MADE NO REPRESENTATIONS, DISCLOSURES, OR EXPRESS OR IMPLIED WARRANTIES REGARDING THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE PHYSICAL OR ENVIRONMENTAL CONDITION OF THE PROPERTY, ITS COMPLIANCE WITH APPLICABLE BUILDING CODE, LAND USE, ZONING AND OTHER LAWS, AND ITS SUITABILITY FOR THE BUYER'S INTENDED USE. THE BUYER ACKNOWLEDGES THAT IN ENTERING INTO THIS MOU AND ACCEPTING THE CONVEYANCE OF THE PROPERTY, IT IS NOT AND WILL NOT BE RELYING ON ANY REPRESENTATIONS, DISCLOSURES, OR EXPRESS OR IMPLIED WARRANTIES OR ANY OTHER INFORMATION REGARDING THE PROPERTY PROVIDED BY ANYONE, OTHER THAN THE BUYER'S OWN INSPECTION.

10. Each Party represents that (1) its governing body or owner has duly approved the conveyance and acceptance of the Property on the terms set forth in this MOU, and (2) it has not used a real estate broker in connection with the transfer of title to the Property.
11. Bastrop County will provide and pay the cost of a metes and bounds survey of the Property, prior to transfer of title and the preparation of the Deed. The Buyer will pay all other costs of title work, transfer costs and/or closing costs.
12. Exhibits to this MOU are incorporated herein for all relevant purposes. This MOU may only be amended by a written agreement signed by both Parties.
13. Notice to any party in connection with this MOU shall be in writing, and shall be delivered as follows:

To the County:

Bastrop County Courthouse
804 Pecan Street
Bastrop County, TX 78602
Attn: Paul Pape, County Judge
Email: paul.pape@co.bastrop.tx.us
Fax: 512-581-7103

To the Buyer:

Notice given by hand delivery or through a courier service will be deemed delivered on the date on which it has been received as evidenced by written acknowledged of receipt at the time of delivery. Notice given in any other manner will be deemed delivered if and when actually received. Either Party may change the person to whom notice should be given, or the address for notice, by providing written notice in accordance with this paragraph 9.

14. This MOU may be signed in separate counterparts by the Parties, each of which, when taken together, will constitute one and the same MOU. With regard to this MOU, but not the final executed Deed, delivery of a signed counterpart of this MOU or the signed

MOU will have the same effect as the delivery of an original counterpart or original MOU, respectively.

15. All of the terms and conditions of this MOU will survive the conveyance of the Property to the Buyer.
16. This MOU must be accepted and signed by a bidder at the public auction prior to said event.

DRAFT

Executed on the date set forth to be effective as the Effective Date.

BASTROP COUNTY, TEXAS
through its Commissioners Court

By: _____
Paul Pape, County Judge

Date: _____

Attest:

Bastrop County Clerk

Potential Bidder and Potential Buyer
(through its governing body, if appropriate)

By: _____
_____, President/Owner

Date: _____

DRAFT

Exhibit A
Description of the Property

A historic truss bridge spanning Wilbarger Creek in northwestern Bastrop County, located on County Road #55, also known as Lower Elgin Road. The Property consists of the truss bridge structure, approaches on each end of the truss structure, and the real estate (approximately 7/10th of an acre, on which the bridge is located (see Survey attached hereto).

DRAFT

Bastrop County
Application for Emergency Service District Board of Commissioners

Date: 7.24.18 Application for ESD # 2

Name KATE JOHNSTON Email [REDACTED]

Address 442 Pine Tree Loop

Home Phone [REDACTED] Work Phone [REDACTED] Cell Phone [REDACTED]

Is your primary residence in the district and if so, for how long? New Construction

Are you a resident citizen of the State of Texas? Yes

Do you own property in the district and if so, for how long? 2 years

Are you a registered voter? Yes Are you at least 18 years of age? Yes

Please describe any experience and/or training that would qualify you for this position, especially experience in management, financial or budget oversight and/or fire or emergency services.

Worked for Bastrop County Office of Emergency Management for 1.5 years ICS trained; managed two over 2 million dollar FEMA FEMA grants for fuel mitigation

Please describe any community or public service in which you have participated in the last ten years.

Active in Bastrop County COAD, Bastrop County Long Term Recovery Board member since 2012 and worked 3 years after Complex Fire doing volunteer management for Long Term Recovery.

Please explain briefly your reasons for interest in serving on the board.

Very community oriented and passionate about preparedness and resiliency

Are you a relative of anyone employed by this ESD and/or Fire Department that serves the ESD? No

If yes, please name the relative and your relationship with him/her.

Have you ever been convicted of a crime? Yes No If yes, please provide an explanation.

List all boards or commissions of which you currently are a member.

Bastrop County Long Term Recovery

Please add any other relevant information. Please attach additional pages if necessary.

[Empty box for additional information]

usTLD LOCALITY DOMAIN NAME CONTACT FORM

Please use this form to create and/or update contacts or nameservers for your .US Locality domain name(s). Once completed, please contact .US Customer Support at dotus@support.neustar for information and next steps to complete the process.

List of Registered Name(s) to create/update data:

Check here if the Registrant information should be used for all Contact data.

REGISTRANT:	ADMINISTRATIVE: (If different than Registrant)
Full Name:	Full Name:
Organization:	Organization:
Address 1:	Address 1:
Address 2:	Address 2:
City:	City:
State:	State:
Zip Code:	Zip Code:
Country: US	Country: US
Phone Number:	Phone Number:
Email:	Email:
Nexus Code: P5, C21	Nexus Code: P5, C21

TECHNICAL: (If different than Registrant)	BILLING: (If different than Registrant)
Full Name:	Full Name:
Organization:	Organization:
Address 1:	Address 1:
Address 2:	Address 2:
City:	City:
State:	State:
Zip Code:	Zip Code:
Country: US	Country: US
Phone Number:	Phone Number:
Email:	Email:
Nexus Code: P5, C21	Nexus Code: P5, C21



DOMAIN MANAGER: (If different than Registrant)	NAMESERVERS: (Two authoritative nameservers are mandatory)
Full Name:	Hostname 1:
Organization:	IP Address 1:
Address 1:	Hostname 2:
Address 2:	IP Address 2:
City:	
State:	
Zip Code:	
Country: US	
Phone Number:	
Email:	
Nexus Code: P5, C21	

**** Please note that Country code and Nexus data is mandatory and unavailable to be updated per policies for the registration of .US Locality domain names.**

.US Locality Domain Name Registration Terms and Conditions

1. **Introduction.** This .US Locality Domain Name Registration Terms and Conditions document (the "Terms & Conditions"), sets forth the terms and conditions governing Registrant's use the registered .us locality domain name(s) set forth on Exhibit A from NeuStar, Inc., acting in its capacity as the usTLD Administrator. Any acceptance of Registrant's application or requests for Service and the performance of usTLD Administrator's Service will occur at NeuStar, Inc., 46000 Center Oak Plaza, Sterling, Virginia 20166, provided however that usTLD Administrator may, in its sole discretion, change this location.
2. **Term.** The term of this Agreement shall commence on the Effective Date and shall expire on the date in which the usTLD Administrator has no further obligation to render .US Top Level Domain ("TLD") administration services under an agreement with the United States Government, or unless earlier terminated in accordance with the terms and conditions herein (the "Term").
3. **Definitions.**
 - a. "Registered Name" refers to the domain name(s) within the domain of the usTLD set forth in Exhibit A, about which usTLD Administrator or an affiliate engaged in providing usTLD services maintains data in a usTLD Database.
 - b. "Registrant" refers to the holder of a domain name in the usTLD locality space.
 - c. "Service" means services provided by the usTLD Administrator in connection with the locality space of the usTLD under these Terms & Conditions.
 - d. "usTLD" means the .us country code top-level domain.
 - e. "usTLD Administrator" means NeuStar, Inc.
 - f. "usTLD Database" means a database comprised of data about one or more DNS domain names within the domain of the usTLD that is used to generate either DNS resource records that are published authoritatively or responses to domain-name availability lookup requests or WHOIS queries, for some or all of those names.
4. **The Service.** usTLD Administrator shall provide to Registrant (i) Service to accept and process orders for Registered Names; and (ii) customer service (including domain name record support), billing and technical support to Registrants.
5. **Transfers of Delegations.** Registrant may not transfer any delegation to a third party without the express written consent of the usTLD Administrator. In the event that such a transfer is approved by the usTLD Administrator, the new delegated manager must agree to abide by the terms and conditions of this Agreement. Any attempt by Registrant's creditors to obtain an interest in Registrant's rights under this Agreement, whether by attachment, levy, garnishment or otherwise, renders this Agreement voidable at usTLD Administrator's option. Registrant agrees not to resell the Registered Name without the usTLD Administrator's prior express written consent.

6. **Termination.**
 - a. Termination by Registrant. Registrant may terminate this Agreement at any time upon at least thirty (30) days written notice to usTLD Administrator for any or no reason.
 - b. Termination by usTLD Administrator. usTLD Administrator may terminate this Agreement at any time upon written notice in the event any of the following occurs:
 - i. Registrant willfully or negligently (i) provides usTLD Administrator inaccurate or unreliable information or (ii) fails to promptly update information provided to usTLD Administrator pursuant to this Agreement;
 - ii. Registrant fails to abide by the Nexus Requirements set forth in Section 8 of this Agreement; or
 - iii. Registrant breaches an obligation of this Agreement, other than those obligations set forth in 6(b)(i) or 6(b)(ii) and fails to cure such breach within ten (10) days of receipt of notice from usTLD Administrator.
 - iv. Registrant sublicenses or sub-delegates the use of its locality domains to a third party. Registrant agrees that actions are those of a Delegated Manager which is governed under the terms and conditions of the .US Delegated Manager agreement located on the usTLD Administrator's website at: <http://www.about.us/policies/delegated-managers>.
 - c. Effect of Termination. Upon termination or discontinuance of this Agreement for any reason, usTLD Administrator may delete the Registrant's Domain Name, in accordance with usTLD Administrator's then-current policies and procedures.
7. **Name Servers.** You agree to maintain a minimum of two operational name servers for the specified domain name.
8. **.US Policy Requirements.** Registrant shall comply with the following policies adopted by the usTLD Administrator as listed at <http://www.about.us/policies>:
 - a. usTLD Dispute Resolution Policy and Rules
 - b. The usTLD Nexus Requirements
 - c. Nexus Dispute Policy and Rules)
 - d. Those policies in RFC 1480 applicable to .us domain name registrants, currently located at <https://tools.ietf.org/html/rfc1480> as supplemented by the rules and procedures on the official .US web site at <http://www.about.us> , which may be amended from time to time; and
 - e. Registration Review Policy .
9. **DOC/USTLD Administrator Requirements.** The usTLD Administrator's obligations hereunder are subject to modification at any time as the result of the United States Department of Commerce

("DoC")-mandated requirements from time to time. Notwithstanding anything in this Agreement to the contrary, you shall comply with any such requirements or policies in accordance with the DoC required timelines.

10. **Accuracy of Information.** Registrant hereby certifies that (i) all data provided by Registrant in the domain name registration application is true, correct, up to date and complete (ii) usTLD Administrator will maintain and update, by providing notice to Registrant pursuant to this Agreement, the information contained in the domain name registration application as needed to keep such data true, correct, up to date and complete at all times.
11. **USTLD Administrator's Disclosure Of Certain Information / WHOIS.** Subject to the requirements of our privacy statement, in order for us to comply with the current rules and policies for the usTLD, you hereby grant to the usTLD Administrator the right to disclose Data to third parties through an interactive publicly accessible registration database known as the "WHOIS Database," currently located at <http://www.whois.us>. You also grant to the usTLD Administrator the right to make this information available in bulk form to third parties who agree not to use it to (a) allow, enable or otherwise support the transmission of mass unsolicited, commercial advertising or solicitations via telephone, facsimile, or e-mail (spam) or (b) enable high volume, automated, electronic processes that apply to our systems to register domain names.
12. **Use of Data.** Government Use of Data. Registrant understands and agrees that the U.S. Government shall have the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose whatsoever and to have or permit other to do so, all Data provided by Registrant. For purposes of this Section 12, "Data" means any recorded information, and includes without limitation, technical data and computer software, regardless of the form or the medium on which it may be recorded.
13. **Privacy.** Subject to the provisions in Section 11 and 12 above, all data or information collected pursuant to this agreement shall be used or disclosed only according to the NeuStar Privacy Policy (<http://www.neustar.us/us-privacy-statement-v-2/>). This policy is available, as modified from time-to-time at www.neustar.us.
14. **Exclusive Remedy.** REGISTRANT AGREES THAT USTLD ADMINISTRATOR'S ENTIRE LIABILITY, AND REGISTRANT'S EXCLUSIVE REMEDY, IN LAW, IN EQUITY, OR OTHERWISE, WITH RESPECT TO THE SERVICE PROVIDED HEREUNDER AND/OR FOR ANY BREACH OF THIS AGREEMENT IS SOLELY LIMITED TO ONE HUNDRED DOLLARS. IN NO EVENT SHALL USTLD ADMINISTRATOR, ITS LICENSORS AND CONTRACTORS (INCLUDING THIRD PARTIES) BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES EVEN IF USTLD ADMINISTRATOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT THAT A STATE DOES NOT PERMIT THE EXCLUSION OR LIMITATION OF LIABILITY AS SET FORTH HEREIN USTLD ADMINISTRATOR'S LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW IN SUCH STATES. usTLD Administrator and its licensors disclaim any and all loss or liability resulting from, but not limited to: (1) loss or liability resulting from access delays or access interruptions; (2) loss or liability resulting from data non-delivery or data mis-delivery; (3) loss or liability resulting from acts of god or other events or circumstances not reasonably under usTLD Administrator's control; (4) loss or liability resulting

from Registrant's use of the Registered Name; (5) loss or liability resulting from errors, omissions, or misstatements in any and all information or Service; (6) loss or liability relating to the deletion of or failure to store e-mail messages; (7) loss or liability resulting from the development or interruption of Registrant's web site or usTLD Administrator's web site; (8) loss or liability that Registrant may incur in connection with Registrant's processing of Registrant's application for the Service, usTLD Administrator's processing of any authorized modification to Registrant's domain name record or Registrant's agent's failure to pay any fees, including the initial registration fee or re-registration fee; (9) loss or liability as a result of the application of usTLD Administrator's dispute policy or policies of the UsTLD Administrator; or (10) loss or liability relating to limitations, incompatibilities, defects, or other problems inherent in XML or any other standard not under usTLD Administrator or usTLD Administrator's agent's sole control.

15. **Registrant Representations.** The Registrant represents and certifies that, to the best of the Registrant's knowledge and belief, (i) neither the registration of the Registered Name nor the manner in which it is directly or indirectly used infringes the legal rights of any third party (ii) the Registrant has the requisite power and authority to enter into this Agreement and to perform the obligations hereunder (iii) Registrant has and shall continue to have a lawful bona fide U.S. Nexus as defined in Section 8 of this Agreement and qualifies to register to use a Registered Name (iv) Registrant is of legal age to enter into this Agreement; and (v) Registrant agrees to comply with all applicable laws and regulations and policies of the usTLD Administrator as updated from time to time on the usTLD website.
16. **Registry Disclaimer of Warranties.** REGISTRANT AGREES THAT THE USE OF THE SERVICE OR USTLD ADMINISTRATOR'S LICENSORS' SERVICES IS SOLELY AT REGISTRANT'S OWN RISK. REGISTRANT AGREES THAT THE SERVICE IS PROVIDED ON AN "AS IS," AND "AS AVAILABLE" BASIS, EXCEPT AS OTHERWISE NOTED IN THIS AGREEMENT. USTLD ADMINISTRATOR AND ITS LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NEITHER usTLD ADMINISTRATOR NOR ITS LICENSORS MAKE ANY WARRANTY THAT THE SERVICE PROVIDED HEREUNDER WILL MEET REGISTRANT'S REQUIREMENTS, OR THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DOES USTLD ADMINISTRATOR OR ITS LICENSORS MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE(S) OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICE. REGISTRANT UNDERSTANDS AND AGREES THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT REGISTRANT'S OWN DISCRETION AND RISK AND THAT REGISTRANT WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO ITS COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA.
17. **Indemnity.**
- a. Registrant shall indemnify, defend and hold harmless usTLD Administrator, and its directors, officers, employees, representatives, agents, affiliates, and stockholders from and

against any and all claims, suits, actions, other proceedings, damages, liabilities, costs and expenses of any kind, including without limitation reasonable legal fees and expenses, arising out of or relating to the Registrant's (i) domain name registration and (ii) use of any Registered Name. This indemnification obligation shall survive the termination, expiration or cancellation of the Agreement.

- b. Registrant agrees to release, indemnify, defend and hold harmless usTLD Administrator, (including in usTLD Administrator's capacities as the usTLD Administrator or as an usTLD Administrator for domain names, and the applicable registry for any top-level domain in which Registrant is applying for services hereunder), and any of usTLD Administrator's contractors, agents, employees, officers, directors, shareholders, affiliates and assigns from all liabilities, claims, damages, costs and expenses, including reasonable attorneys' fees and expenses, of third parties relating to or arising out of (a) this Agreement or the breach of Registrant's warranties, representations and obligations under this Agreement, (b) the Service or the use of such services, including without limitation infringement or dilution by Registrant, or someone else using the Service from Registrant's computer, (c) any intellectual property or other proprietary right of any person or entity, (d) a violation of any of usTLD Administrator's operating rules or policies relating to the Service provided, or (e) any information or data Registrant supplied to usTLD Administrator, including, without limitation, any misrepresentation in its application, if applicable. When usTLD Administrator is threatened with suit or sued by a third party, it may seek written assurances from Registrant concerning Registrant's promise to indemnify usTLD Administrator. Registrant's failure to provide those assurances may be considered a material breach of this Agreement. usTLD Administrator shall have the right to participate in any defense by Registrant of a third-party claim related to Registrant's use of any of the Service, with counsel of usTLD Administrator's choice at its own expense. usTLD Administrator shall reasonably cooperate in the defense at Registrant's request and expense. Registrant shall have sole responsibility to defend usTLD Administrator against any claim, but Registrant must receive Registrant's prior written consent regarding any related settlement. The terms of this paragraph will survive any termination or cancellation of this Agreement.

18. **Modification to the Terms and Conditions.** Except as otherwise provided in these Terms & Conditions, Registrant agrees that usTLD Administrator may: (1) revise these Terms & Conditions; and/or (2) change part of the Service at any time. Any such revision or change will be binding and effective 30 days after posting the revised Terms and Conditions or change to the Service on usTLD Administrator's web site, or upon notification to Registrant by e-mail or United States mail. Registrant agrees to periodically review usTLD Administrator's Web sites, including the current version of these Terms & Conditions available on usTLD Administrator's Web sites, and to be aware of any such revisions. If Registrant does not agree with any revision to the Terms & Conditions, it may terminate its registration by so notifying usTLD Administrator. Notice of termination will be effective on receipt and processing by usTLD Administrator. If Registrant terminates pursuant to this provision, any fees paid by Registrant are nonrefundable.
19. **Agents.** Registrant agrees that, if any of its agents, (e.g., its administrative contact, Internet Service Provider, employees) purchases the Service on Registrant's behalf, Registrant is nonetheless bound as a principal by all terms and conditions herein, including the domain name dispute policy. Registrant's continued use of the Service ratifies any unauthorized actions of its agent. By using

Registrant's login name, account number or password, or otherwise purporting to act on its behalf, the Registrant's agent certifies that he or she is authorized to apply for the Service on Registrant's behalf, that he or she is authorized to bind Registrant to the terms and conditions of this Agreement, that he or she has apprised Registrant of the terms and conditions of this Agreement, and that he or she is otherwise authorized to act on Registrant's behalf. In addition, Registrant is responsible for any errors made by its agent.

20. **Reservation of Rights.** usTLD Administrator and usTLD Administrator reserves the right, with no liability to Registrant to deny, cancel or transfer any registration that they deem necessary, in their discretion; (1) to protect the integrity and stability of the usTLD Administrator; (2) to comply with any applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process; (3) to avoid any liability, civil or criminal, on the part of usTLD Administrator or usTLD Administrator, as well as their affiliates, subsidiaries, officers, directors, representatives, employees, and stockholders; (4) for violations of these Terms & Conditions; or (5) to correct mistakes made by usTLD Administrator or usTLD Administrator in connection with a domain name registration. usTLD Administrator and usTLD Administrator also reserve the right to freeze a domain name during resolution of a dispute.
21. **Notices and Announcements.** Registrant authorizes usTLD Administrator to notify Registrant, as usTLD Administrator's customer, of information that usTLD Administrator deems is of potential interest to Registrant. Notices and announcements may include commercial e-mails and other notices describing changes, upgrades, new products and services or other information pertaining to Internet security or to enhance Registrant's identity on the Internet and/or other relevant matters. All notices must be sent either in writing or by e-mail, but only to the extent expressly provided herein. All notices to Registrant shall be delivered to the mailing address or e-mail address as provided in Registrant's account information (as updated by Registrant pursuant to these Terms & Conditions. Either party may change its respective address by written notice delivered to the other party.
22. **Severability.** Registrant agrees that these Terms & Conditions are severable. If any term or provision is declared invalid or unenforceable, in whole or in part, that term or provision will not affect the remainder of these Terms & Conditions. These Terms and Conditions will be deemed amended to the extent necessary to make them enforceable, valid and, to the maximum extent possible consistent with applicable law and the remaining terms and provisions will remain in full force and effect.
23. **Governing Law.** For the adjudication of disputes concerning or arising from use of the Registered Name, the Registrant shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts of the Commonwealth of Virginia in the United States. The parties hereby waive any right to jury trial with respect to any action brought in connection with this Agreement. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded.
24. **Waiver.** No waiver of any provision of these Terms & Conditions shall be effective unless it is in writing and signed by an authorized representative of usTLD Administrator. The remedies of usTLD Administrator under these Terms & Conditions shall be cumulative and not alternative, and the election of one remedy for a violation shall not preclude pursuit of other remedies. The failure of a party, at any time or from time to time, to require performance of any obligations of the other

party hereunder shall not affect its right to enforce any provision of these Terms & Conditions at a subsequent time, and the waiver of any rights arising out of any violation shall not be construed as a waiver of any rights arising out of any prior or subsequent violation.

25. **Entire Agreement.** Registrant agrees that this Agreement, the rules and policies incorporated by reference in this Agreement (including, without limitation, the dispute policy and the privacy statement) are the entire, complete and exclusive agreement between Registrant and usTLD Administrator regarding the Service and supersede all prior agreements and understandings, whether written or oral, or whether established by custom, practice, policy or precedent, with respect to the subject matter of this Agreement, including, without limitation, any purchase order provided by Registrant for the Service.

.US Locality Space Registrant

Signature: _____
Print Name: _____
Title: _____
Name of Company (if applicable): _____
Date: _____

**usTLD Administrator –
NeuStar, Inc.**

Signature: _____
Print Name: _____
Title: _____
Date: _____

RESOLUTION

A RESOLUTION OF THE COMMISSIONERS' COURT OF THE COUNTY OF BASTROP, TEXAS APPOINTING THE COUNTY JUDGE AS THE CHIEF EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE TO ACT IN ALL MATTERS IN CONNECTION WITH THE DR 4332 HAZARD MITIGATION GRANT PROGRAM PROJECTS AND COMMITTING THE COUNTY TO PROVIDE LOCAL MATCHING FUNDS TO SECURE AND COMPLETE THE FEMA MITIGATION GRANT.

WHEREAS, the County of Bastrop is developing applications for **FEMA** Mitigation funds to protect public and or private property within the county to prevent or reduce future loss of lives or property;

WHEREAS, FEMA Mitigation Fund applicants are required to appoint an official to act as the Authorized Representative in all matters in connection with the Mitigation Grant opportunity;

WHEREAS, FEMA Mitigation Fund applicants are required to commit 25% or more local matching funds to secure and complete the FEMA Mitigation Grant.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF BASTROP, TEXAS:

- Section 1. That the County of Bastrop is authorized to submit an application for DR 4332 Hazard Mitigation Grant Program (HMGP);
- Section 2. That the County Judge is the authorized Representative to act on behalf of the County in regard to the DR 4332 HMGP;
- Section 3. That the County of Bastrop is committing to provide 25% or more local matching funds to the DR 4332 HMGP Projects.

PASSED AND APPROVED ON this 13th day of August, 2018 .

Paul Pape, County Judge

ATTEST:

Rose Pietsch, County Clerk

COMMISSIONERS COURT AGENDA ITEM REQUEST FOR: 8/13/2018

Discussion and possible action re: Request approval to sign a service agreement with 360 Painting; Leon Scaife

Judge and Commissioners,

Bastrop County purchased a used chemical storage building from Cirrus Logic in June and had it moved to the HHW site in Smithville on July 3rd, 2018. This building and the transport fees were paid for using TCEQ grant funds. Bastrop County saved approximately \$45,000 by purchasing this used chemical storage building, rather than purchasing a new chemical storage building. The building is in need of being stripped of all of the original paint, which is peeling off, and then a new coat of primer and paint needs to be applied. The purchasing department received three quotes for this project. 360 Painting submitted the best value bid of \$2,671.86. This project will be paid for out of TCEQ grant funds in support of the Bastrop/Lee County HHW facility. This request to award the painting of the chemical storage building has been approved by the Bastrop County Sanitation Department and the Bastrop County Auditor's Office.

Staff recommends approval.

ITEM 31

COMMISSIONERS COURT AGENDA ITEM REQUEST FOR: 08/13/2018

Discussion and possible action re: Declare two (2) service firearms as surplus and authorize the purchase of the firearms by retiring Bastrop County Sheriff's Officers, pursuant to Government Code 614.051, Peace Officers and Firefighters and Code of Criminal Procedure, Article 2.12; **Leon Scaife**

Judge and Commissioners,

Bastrop County Sheriff's Officer, Sargent Trevor Cole is retiring on September 30, 2018 and Investigator Curtis Davis retired on July 31, 2018. Both Sargent Cole and Investigator Davis have asked to purchase their service weapons. Sheriff Maurice Cook has written a letter, which is attached to the agenda item, requesting the sale of these two service weapons.is

Government Code, Subchapter D, 614.051, allows an individual (as defined in the Code of Criminal Procedure Art. 2.12

(a) to purchase a firearm from a governmental entity if:

- (1) the individual was a peace officer commissioned by the entity;
- (2) the individual was honorably retired from the individual's commission by the entity;
- (3) the firearm had been previously issued to the individual by the entity and
- (4) the firearm is not a prohibited weapon under Section 46.05, Penal Code.

(b) An individual may purchase only one firearm from a governmental entity under this section

Asset Number / Inventory number (TAG)	Serial Number	Asset description	Original Purchase Date	Original Purchase Price	Current Asset Value
6772	AM105282	Sig Sauer P229 – 40 Caliber	03/23/2009	\$586.20	\$400.00
6786	AM105376	Sig Sauer P229 – 40 Caliber	03/23/2009	\$586.20	\$400.00

Based on the age and condition of the firearm, the Purchasing Department is recommending a purchase price of \$400.00 plus tax. This purchasing price falls within the Government Code Sec. 614.053 statute for evaluating the firearms current value and was based on fair market value quotes received from a firearms retailer. A purchase Affidavit from Sargent Trevor Cole and Investigator Curtis Davis will be attached to the final bill of sale. Final payment for the service weapon will be received by the Bastrop County Treasurer and deposited in the General Fund.

Staff recommends approval.

AFFIDAVIT

STATE OF TEXAS COUNTY OF
BASTROP

BEFORE me the undersigned authority, on this day personally appeared Sargent Trevor Cole, who after being duly sworn by me upon his oath deposes and states as follows:

"My name is Sargent Trevor Cole and I have read the foregoing request to purchase my duty-issued handgun from Bastrop County Commissioner's Court. I swear and affirm that I meet all the criteria and statutory requirements to purchase my previously issued service handgun as provided by Government Code 614.051 and Code of Criminal Procedure, Article 2.12. The handgun is a Sig Sauer P229 – 40 Caliber, serial Number AM105282.

Sargent Trevor Cole

SWORN TO AND SUBSCRIBED BEFORE ME THIS DAY OF AUGUST _____, 2018.

NOTARY PUBLIC

AFFIDAVIT

STATE OF TEXAS COUNTY OF
BASTROP

BEFORE me the undersigned authority, on this day personally appeared Sargent Trevor Cole, who after being duly sworn by me upon his oath deposes and states as follows:

"My name is Investigator Curtis Davis and I have read the foregoing request to purchase my duty-issued handgun from Bastrop County Commissioner's Court. I swear and affirm that I meet all the criteria and statutory requirements to purchase my previously issued service handgun as provided by Government Code 614.051 and Code of Criminal Procedure, Article 2.12. The handgun is a Sig Sauer P229 – 40 Caliber, serial Number AM105376.

Curtis Davis

SWORN TO AND SUBSCRIBED BEFORE ME THIS DAY OF AUGUST _____, 2018.

NOTARY PUBLIC



**ORDER OF GENERAL ELECTION
(ORDEN DE ELECCIÓN GENERAL)**



ITEM 32

An election is hereby ordered to be held on November 6, 2018 in Bastrop County, Texas, for the purposes of electing the following county and precinct officers as required by Article XVI, Section 65 of the Texas Constitution.

(Por la presente se ordena que se lleve a cabo una elección el día 6 de noviembre, 2018, en el Condado de Bastrop, Texas, con el propósito de elegir los siguientes oficiales del condado y del precinto como requerido por el Artículo XVI, Sección 65, de la Constitución de Texas.)

- Criminal District Attorney (*Procurador Criminal del Distrito*)
- County Judge (*Juez del Condado*)
- Judge, County Court at Law (*Juez, Corte de Ley del Condado*)
- District Clerk (*Secretario del Distrito*)
- County Clerk (*Secretario del Condado*)
- County Treasurer (*Tesorero del Condado*)
- County Surveyor (*Agrimensor del Condado*)
- County Commissioner, Precinct No. 2 (*Comisionado del Condado, Precinto Núm. 2*)
- County Commissioner, Precinct No. 4 (*Comisionado del Condado, Precinto Núm. 4*)
- Justice of the Peace, Precinct No. 1 (*Juez de Paz, Precinto Núm. 1*)
- Justice of the Peace, Precinct No. 2 (*Juez de Paz, Precinto Núm. 2*)
- Justice of the Peace, Precinct No. 3 (*Juez de Paz, Precinto Núm. 3*)
- Justice of the Peace, Precinct No. 4 (*Juez de Paz, Precinto Núm. 4*)

Early Voting Schedule (Horario De Votación Adelantado)

- ❖ Bastrop Courthouse Annex Bldg., 804 Pecan St., Lower Level, Conference Room, Bastrop
- ❖ Smithville City Hall, 317 Main St., Smithville
- ❖ Cedar Creek United Methodist Church, 5630 FM 535, Cedar Creek
- ❖ Elgin Public Library, 404 N. Main St., Elgin

October 22, 2018 – November 2, 2018

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
	22 8am – 5pm	23 8am – 5pm	24 8am – 5pm	25 8am – 5pm	26 8am – 5pm	27 7am – 7pm
	29 8am – 5pm	30 8am – 5pm	31 8am – 5pm	1 7am – 7pm	2 7am – 7pm	

Applications for ballot by mail shall be mailed or e-mailed to:
(Las solicitudes para boletas que se votarán adelantada por correo deberán enviarse a:)

Bridgette Escobedo, Bastrop County Elections Administrator
(Administrador de Elecciones de Condado de Bastrop)
804 Pecan Street, Bastrop, Texas 78602
elections@co.bastrop.tx.us

Applications for ballots by mail must be received no later than the close of business on October 26, 2018.
(Las solicitudes para boletas que se votaran adelantada por correo deberán recibirse no más tardar de las horas de negocio el 26 de octubre de 2018.)

ISSUED THIS THE _____ DAY OF AUGUST, 2018
(EMITADA ESTE DÍA _____ DE AGOSTO DE 2018)

Honorable Paul Pape
Bastrop County Judge (*Juez del Condado de Bastrop*)



**NOTICE OF GENERAL ELECTION
NOVEMBER 6, 2018
AVISO DE ELECCIÓN GENERAL
6 DE NOVIEMBRE DE 2018**



ITEM 33

To the Registered Voters of the County of Bastrop, Texas:
(A los votantes registrados del Condado de Bastrop, Texas.)

Notice is hereby given that the polling places listed below will be open from 7:00 a.m. to 7:00 p.m., November 6, 2018, for voting in a general election to elect Members of Congress, Members of the Legislature, and state, district, county and precinct officers.

(Notifíquese por la presente, que las casillas electorales citadas abajo se abrirán desde las 7:00 a.m. hasta las 7:00 p.m. el 6 de noviembre de 2018 para votar en la Elección General para elegir Miembros del Congreso, Miembros de la Legislatura, y oficiales del estado, distrito, condado y del precincto.)

On Election Day, voters must vote in their precinct where registered to vote.
(El Día de Elección, los votantes deberán votar en su precinto donde están inscritos para votar.)

**LOCATIONS OF POLLING PLACES
(UBICACIONES DE LOS SITIOS DE VOTACION)**

Precinct No. (s) (Núm. De Precinto(s) (Ubicación)	Location
1001	Bastrop County WCID#2 Bldg, 106 Conference Dr., Bastrop
1002	First Baptist Church, 1201 Water St., Bastrop
1003	First Baptist Church Newest Expansion, 915 Hwy 71 W., Bastrop**NEW LOCATION**
1004	Bastrop County Pct. 1 Road Barn, 601 Cool Water Dr., Bastrop**NEW LOCATION**
2005	Smithville City Hall, 317 Main St., Smithville
2006	Lake Thunderbird Community Center, 104 Thunderbird Dr., Smithville
2007	Rosanky Community Center, 135 Main St., Rosanky
2008	Heart of the Pines VFD, 109 Green Acres Loop, Bastrop
2009	Calvary Baptist Church, 3001 Loop 150 E., Bastrop
2010	Paige Community Center, 107 S. Main St., Paige
2011	Bastrop Fire Department Station #3 (Circle D), 926 FM 1441, Bastrop
3012	Hills Prairie Baptist Church, 1338 Hwy 304, Bastrop
3013	Red Rock Community Center, 114 Red Rock Rd., Red Rock
3014	Bluebonnet VFD #2, 5554 FM 535, Cedar Creek
3015	Cedar Creek United Methodist Church, 5630 FM 535, Cedar Creek
3016	Wyldwood Baptist Church, 398 Union Chapel Rd., Cedar Creek
4017	Elgin Public Library, 404 N. Main St., Elgin
4018	Elgin Public Library, 404 N. Main St., Elgin
4019	Family Worship Center, 2425 FM 1704, Elgin
4020	New Life Baptist Fellowship, 175 Hwy 95 S., Elgin
4021	Faith Lutheran Church, 230 Waco St., McDade

For early voting, a voter may vote at any of the locations listed below:
(Para Votación Adelantada, los votantes podrán votar en cualquiera de las ubicaciones nombradas abajo.)

- ❖ Bastrop Courthouse Annex Bldg., 804 Pecan St., Lower Level, Conference Room, Bastrop
- ❖ Smithville City Hall, 317 Main St., Smithville
- ❖ Cedar Creek United Methodist Church, 5630 FM 535, Cedar Creek
- ❖ Elgin Public Library, 404 N. Main St., Elgin

October 22, 2018 - November 2, 2018

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
	22 8am – 5pm	23 8am – 5pm	24 8am – 5pm	25 8am – 5pm	26 8am – 5pm	27 7am – 7pm
	29 8am – 5pm	30 8am – 5pm	31 8am – 5pm	1 7am – 7pm	2 7am – 7pm	

**CONTRACT FOR ELECTION SERVICES
AND
AGREEMENT TO CONDUCT JOINT ELECTION**

**THE STATE OF TEXAS §
 §
COUNTY OF BASTROP §**

This Contract for Election Services and Agreement to a Conduct Joint Election (this “**Contract**”) is entered into by and among BASTROP COUNTY, a political subdivision of the State of Texas (the “**COUNTY**”), the BASTROP COUNTY ELECTIONS ADMINISTRATOR (“**ADMINISTRATOR**”), and AUSTIN COMMUNITY DISTRICT (the “**DISTRICT**”), a political subdivision of the State of Texas, individually, a “**Party**” or, collectively, the “**Parties,**” pursuant to Section 31.092 and Chapter 271 of the Texas Election Code.

RECITALS

WHEREAS, the **DISTRICT** and the **COUNTY** each expect to call an election to be held on November 6, 2018; and

WHEREAS, the **DISTRICT** and the **COUNTY** desire to conduct such elections jointly pursuant to Chapter 271 of the Texas Election Code, and the **DISTRICT** desires that certain election services for the **DISTRICT’S** election be provided by **ADMINISTRATOR** through the **COUNTY’S** Elections Department pursuant to Chapter 31, Subchapter D of the Texas Election Code; and

WHEREAS, **ADMINISTRATOR** has provided a cost estimate for election services to be rendered by her office under this Contract, which estimate is set out on **Exhibit “A”** attached hereto and made a part hereof; and

WHEREAS, the **COUNTY**, **ADMINISTRATOR**, and the **DISTRICT** desire to enter into a contract setting out the respective responsibilities of the Parties;

NOW, THEREFORE, the Parties agree as follows:

**ARTICLE I
PURPOSE**

1.01 The Parties have entered into this Contract to conduct a joint election on November 6, 2018, and for certain election services to be provided to the **DISTRICT** in connection with its election. The purpose of this agreement is to maintain consistency and accessibility in voting practices, polling places, and election procedures in order to best assist the voters of the **DISTRICT**.

**ARTICLE II
JOINT ELECTION**

2.01 The **COUNTY** and the **DISTRICT** agree to conduct their respective November 6, 2018 elections jointly pursuant to Chapter 271 of the Texas Election Code. **ADMINISTRATOR** is hereby appointed to serve as the **DISTRICT’S** Election Officer and Early Voting Clerk to conduct the **DISTRICT’S** November 6, 2018 election. As **DISTRICT’S** Election Officer and Early Voting Clerk, **ADMINISTRATOR** will coordinate, supervise, and conduct all aspects of administering

voting in connection with the DISTRICT'S November 6, 2018 election in compliance with all applicable law, as provided in Article III hereof.

ARTICLE III ELECTION SERVICES

3.01 ADMINISTRATOR agrees to provide to the DISTRICT the following general election services with respect to the DISTRICT'S November 6, 2018 election, including early voting, regular Election Day voting, and any resulting run-off:

- (A) Procure and distribute election supplies, including, but not limited to, the preparation, printing, and distribution of ballots and sample ballots, provided that the DISTRICT will prepare the text of such ballots as set forth in Section 5.01(C) below;
- (B) Procure election judges and clerks for early voting and Election Day voting;
- (C) Procure early voting polling places and Election Day polling places. The ADMINISTRATOR will arrange for the use of all Election Day polling places and will arrange for the setting up of all polling locations for Election Day, including ensuring that each polling location has the necessary tables, chairs, and voting booths. The ADMINISTRATOR will provide the DISTRICT with a list for presentation to the governing body of the DISTRICT, containing a list of places, times, and dates of early voting suitable for consideration and adoption by the governing body in accordance with Texas Election Code Chapter 85. The ADMINISTRATOR will designate and confirm all Election Day polling place locations and present the list to the governing body of the DISTRICT for approval;
- (D) Procure, prepare, and distribute adequate election equipment and transport equipment to and from all polling locations, including early voting polling locations, for the DISTRICT;
- (E) Distribute the lists of registered voters to be used in conducting the election, as provided by Bastrop County Voter Registration;
- (F) Pay Election Day and early voting judges and clerks;
- (G) Pay the judges for election night returns and early voting returns;
- (H) Provide training and information for all election officers;
- (I) Provide general overall supervision of the election and advisory services;
- (J) Prepare writ of election to election officers and notice of appointment to Presiding and Alternate judges, as required by law;
- (K) Conduct Election Day voting and early voting, in person and by mail, for the DISTRICT;
- (L) Establish a Central Counting Station for the purpose of tabulating ballots. The Tabulation Supervisor will be responsible for handling ballot tabulation in accordance

with statutory requirements and county policies, under the auspices of ADMINISTRATOR, and will, thereafter, transport all election records to the ADMINISTRATOR. The ADMINISTRATOR will conduct a manual count as prescribed by Section 127.201 of the Texas Election Code and submit a written report to the DISTRICT in a timely manner. The Secretary of State may waive this requirement. If applicable, a written report will be submitted to the Secretary of State as required by Section 127.201(E) of the aforementioned code. The ADMINISTRATOR will prepare the unofficial tabulation of precinct results under Section 66.056(a) of the Texas Election Code and will provide a copy of the tabulation to the DISTRICT as soon as possible after the ADMINISTRATOR has received the precinct returns on election day night;

(M) Provide such incidental related services as may be necessary to effect the Election;

(N) At each polling location, provide at least one voting station with a voting system that:

(i) fully complies with applicable law relating to accessible voting systems which make voting accessible for disabled voters; and (ii) provides a practical and effective means for voters with physical disabilities to cast a secret ballot;

(O) Provide for Central Count Tabulation(s), including:

- a. Preparation and programming of the ballots on the ES&S 850 Optical Scanner; and
- b. Preparation and programming of the ES&S AutoMARK voting system;

(P) Serve as “regular early voting clerk” for the DISTRICT to receive requests for applications for early voting ballots to be voted by mail. Applications for early voting ballots to be voted by mail will be processed in accordance with Title 7 of the Texas Election Code. Applications for early voting ballots to be voted by mail received by the DISTRICT will be faxed as promptly as possible to ADMINISTRATOR for processing. The original application will then be forwarded to ADMINISTRATOR for proper retention.

(Q) Serve as the custodian of voted ballots and other election records and preserve all election records in accordance with the Texas Election Code. After the applicable retention period, ADMINISTRATOR will forward all election records to the DISTRICT.

ARTICLE IV SCHEDULE FOR PERFORMANCE OF ELECTION SERVICES

4.01 ADMINISTRATOR will perform all election services in accordance and compliance with the time requirements set out in the Texas Election Code.

ARTICLE V SERVICES NOT PROVIDED BY COUNTY

5.01 The DISTRICT will be responsible for:

(A) preparing, adopting, publishing all required election orders, resolutions, notices, and other documents, including bilingual materials, evidencing action by the governing authority of the DISTRICT necessary to the conduct of the election;

(C) preparing the text for the DISTRICT’S official ballot in English and Spanish, or

other languages as required by law;

(D) on before August 21, 2018, providing ADMINISTRATOR with a copy of a document showing the propositions/places that are to appear on the official ballot for the DISTRICT;

(E) conducting the official canvass of the DISTRICT'S election;

(F) having a DISTRICT representative serve as the custodian of its election records; and

(G) filing the DISTRICT'S annual voting system report to the Secretary of State as required under Chapter 123 et seq. of the Texas Election Code.

5.02 Pursuant to Section 271.006(c), the DISTRICT designates ADMINISTRATOR to serve as "regular early voting clerk" for the DISTRICT to receive requests for applications for early voting ballots.

5.03 The Secretary of the governing body of the DISTRICT will serve as the Custodian of Records for the DISTRICT to complete those tasks in the Election Code that ADMINISTRATOR will not perform.

ARTICLE VI TERM

6.01 Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held and administered by ADMINISTRATOR for the DISTRICT hereunder have been completed.

ARTICLE VII COST OF SERVICE AND BILLING

7.01 In consideration for the services provided hereunder by ADMINISTRATOR, the DISTRICT agrees to pay ADMINISTRATOR its pro rata share of performing the services, including any overtime incurred by ADMINISTRATOR'S employees. A cost estimate for election expenses is attached hereto and made a part of this contract as **Exhibit "A"**. The Parties agree that this is an estimate only and that the DISTRICT is obligated to pay the actual expenses of the election as set forth herein. ADMINISTRATOR agrees to advise the DISTRICT if it appears that the actual expenses incurred by ADMINISTRATOR will exceed by 20% or more the estimated expenses to be paid initially by the ADMINISTRATOR and reimbursed by the DISTRICT. The DISTRICT shall also pay ADMINISTRATOR an administrative fee equal to 5% of the actual costs set forth in Section 7.02(a) below, as permitted under Section 31.100(d) of the Texas Election Code.

7.02 As soon as reasonably possible after the election, ADMINISTRATOR will submit an itemized invoice to the DISTRICT for (a) actual expenses directly attributable to the coordination, supervision, and running of the election and incurred on behalf of the DISTRICT by ADMINISTRATOR, including expenses for supplies in connection with the election school(s), election supplies, wages paid to ADMINISTRATOR'S employees for services under this contract performed outside of normal business hours, election workers, and any other expenses reasonably

and directly related to the election, including, without limitation, rental and programming of direct recording electronic voting devices and audio ballots, and (b) an administrative fee as provided in Section 7.01 above. Expenses related to wages shall be supported by compensation sheets. Other expenses shall be supported by invoices or receipts, except that the price of items coming out of ADMINISTRATOR'S stock of election supplies shall be supported by ADMINISTRATOR'S certificate about the number of items used and the unit cost therefore according to the vendor's standard price list. The total amount due according to these invoices shall be offset by any payments previously made pursuant to this Contract.

7.03 The DISTRICT shall pay ADMINISTRATOR'S invoice within 30 days from the date of receipt to: **Bastrop County, Attn: Bridgette Escobedo, Elections Administrator, 804 Pecan Street, Bastrop, TX 78602.** If the DISTRICT disputes any portion of the invoice, the DISTRICT shall pay the undisputed portion of the invoice, and the Parties will discuss in good faith a resolution of the disputed portion.

7.04 Payments made by the DISTRICT in meeting its obligations under this Contract shall be made from current revenue funds available to the governing body of the DISTRICT.

ARTICLE VIII GENERAL PROVISIONS

8.01 In accordance with Section 31.096 of the Texas Election Code, nothing in this contract shall be construed as changing

- a) the authority with whom applications of candidates for a place on the ballot are filed;
- b) the authority with whom documents relating to political funds and campaigns under Title 15 of the Texas Election Code are filed; or
- c) the authority to serve as custodian of voted ballots or other election records, except that the ADMINISTRATOR, if requested in writing by the DISTRICT, will become the custodian of the voted ballots.

8.02 The parties acknowledge that the ADMINISTRATOR may contract with other entities holding elections at the same time as the DISTRICT on November 6, 2018.

8.03 If the DISTRICT cancels its election pursuant to Section 2.053 of the Texas Election Code, the ADMINISTRATOR shall only be entitled to receive the actual expenses incurred before the date of cancellation in connection with the election and an administrative fee of \$75. The ADMINISTRATOR shall submit an invoice for such expenses as soon as reasonably possible after the cancellation and the DISTRICT shall make payment therefore in a manner similar to that set forth in 7.03 above. The ADMINISTRATOR agrees to use reasonable diligence not to incur major costs in connection with election preparations until it is known that the election will be held, unless the DISTRICT authorizes such major costs in writing. An entity canceling an election will not be liable for any further costs incurred by the ADMINISTRATOR in conducting the November 6, 2018 Joint Election.

8.04 In accordance with Section 31.099 of the Texas Election Code, the ADMINISTRATOR agrees to file copies of this contract with the County Treasurer of Bastrop County, Texas and the County Auditor of Bastrop County, Texas.

8.05 This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in BASTROP County, Texas.

8.06 In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been a part of the Contract.

8.07 This Contract constitutes the only agreement of the Parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

8.08 No amendment, modification, or alteration of this Contract shall be binding unless it is in writing, dated subsequent to the date of the Contract and duly executed by all of the Parties.

8.09 Any notice to be given hereunder by any party to the other shall be in writing and may be effected by personal delivery, by certified mail, or by common carrier. Notice to a party shall be addressed as follows:

DISTRICT:

Austin Community College District
Attn: Alicia Del Rio
Manager, Elections and Government Relations
5930 Middle Fiskville Rd.
Austin, TX 78752
Tel: (512) 223-7071
Fax: (512) 223-7210
Email: adelrio@austincc.edu

COUNTY and ADMINISTRATOR:

Bridgette Escobedo
Elections Administrator
Bastrop County
804 Pecan Street
Bastrop, TX 78602
Tel: (512) 581-7160
Fax: (512) 581-4260
Email: elections@co.bastrop.tx.us

Notice by hand-delivery is deemed effective immediately, notice by certified mail is deemed effective three days after deposit with a U.S. Postal Office or in a U.S. Mail Box, and notice by a common carrier, is deemed effective upon receipt. Each party may change the address for notice to it by giving notice of such change in accordance with the provisions of this Section.

Executed to be effective the ____ day of August, 2018.

COUNTY:

BY: _____

Paul Pape
County Judge
Bastrop County, Texas

Executed to be effective the 13th day of August, 2018.

ADMINISTRATOR:

BY: Bridgette Escobedo
Bridgette Escobedo
Elections Administrator
Bastrop County, Texas

Executed to be effective the ____ day of August, 2018.

DISTRICT:

BY: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

ESTIMATED COST FOR AUSTIN COMMUNITY COLLEGE DISTRICT

Election Expenses	\$15,828.97
Election Kits & other precinct supplies	\$ 200.00
SUBTOTAL	\$16,028.97
10% ADMINISTRATIVE FEE	<u>\$ 1,602.90</u>
TOTAL	<u>\$17,631.87</u>

**CONTRACT FOR ELECTION SERVICES
AND
AGREEMENT TO CONDUCT JOINT ELECTION**

**THE STATE OF TEXAS §
 §
COUNTY OF BASTROP §**

This Contract for Election Services and Agreement to a Conduct Joint Election (this “Contract”) is entered into by and among BASTROP COUNTY, a political subdivision of the State of Texas (the “COUNTY”), the BASTROP COUNTY ELECTIONS ADMINISTRATOR (“ADMINISTRATOR”), and BASTROP COUNTY WATER CONTROL & IMPROVEMENT DISTRICT #3” or, collectively, the “Parties,” pursuant to Section 31.092 and Chapter 271 of the Texas Election Code.

RECITALS

WHEREAS, the DISTRICT and the COUNTY each expect to call an election to be held on November 6, 2018; and

WHEREAS, the DISTRICT and the COUNTY desire to conduct such elections jointly pursuant to Chapter 271 of the Texas Election Code, and the DISTRICT desires that certain election services for the DISTRICT’S election be provided by ADMINISTRATOR through the COUNTY’S Elections Department pursuant to Chapter 31, Subchapter D of the Texas Election Code; and

WHEREAS, ADMINISTRATOR has provided a cost estimate for election services to be rendered by her office under this Contract, which estimate is set out on Exhibit “A” attached hereto and made a part hereof; and

WHEREAS, the COUNTY, ADMINISTRATOR, and the DISTRICT desire to enter into a contract setting out the respective responsibilities of the Parties;

NOW, THEREFORE, the Parties agree as follows:

**ARTICLE I
PURPOSE**

1.01 The Parties have entered into this Contract to conduct a joint election on November 6, 2018, and for certain election services to be provided to the DISTRICT in connection with its election. The purpose of this agreement is to maintain consistency and accessibility in voting practices, polling places, and election procedures in order to best assist the voters of the DISTRICT.

**ARTICLE II
JOINT ELECTION**

2.01 The COUNTY and the DISTRICT agree to conduct their respective November 6, 2018 elections jointly pursuant to Chapter 271 of the Texas Election Code. ADMINISTRATOR is hereby appointed to serve as the DISTRICT’S Election Officer and Early Voting Clerk to conduct the DISTRICT’S November 6, 2018 election. As DISTRICT’S Election Officer and Early Voting

Clerk, ADMINISTRATOR will coordinate, supervise, and conduct all aspects of administering voting in connection with the DISTRICT'S November 6, 2018 election in compliance with all applicable law, as provided in Article III hereof.

ARTICLE III ELECTION SERVICES

3.01 ADMINISTRATOR agrees to provide to the DISTRICT the following general election services with respect to the DISTRICT'S November 6, 2018 election, including early voting, regular Election Day voting, and any resulting run-off:

- (A) Procure and distribute election supplies, including, but not limited to, the preparation, printing, and distribution of ballots and sample ballots, provided that the DISTRICT will prepare the text of such ballots as set forth in Section 5.01(C) below;
- (B) Procure election judges and clerks for early voting and Election Day voting;
- (C) Procure early voting polling places and Election Day polling places. The ADMINISTRATOR will arrange for the use of all Election Day polling places and will arrange for the setting up of all polling locations for Election Day, including ensuring that each polling location has the necessary tables, chairs, and voting booths. The ADMINISTRATOR will provide the DISTRICT with a list for presentation to the governing body of the DISTRICT, containing a list of places, times, and dates of early voting suitable for consideration and adoption by the governing body in accordance with Texas Election Code Chapter 85. The ADMINISTRATOR will designate and confirm all Election Day polling place locations and present the list to the governing body of the District for approval;
- (D) Procure, prepare, and distribute adequate election equipment and transport equipment to and from all polling locations, including early voting polling locations, for the DISTRICT;
- (E) Distribute the lists of registered voters to be used in conducting the election, as provided by Bastrop County Voter Registration;
- (F) Pay election day and early voting judges and clerks;
- (G) Pay the judges for election night returns and early voting returns;
- (H) Provide training and information for all election officers;
- (I) Provide general overall supervision of the election and advisory services;
- (J) Prepare writ of election to election officers and notice of appointment to Presiding and Alternate judges, as required by law;
- (K) Conduct election day voting and early voting, in person and by mail, for the DISTRICT;

(L) Establish a Central Counting Station for the purpose of tabulating ballots. The Tabulation Supervisor will be responsible for handling ballot tabulation in accordance with statutory requirements and county policies, under the auspices of ADMINISTRATOR, and will, thereafter, transport all election records to the ADMINISTRATOR. The ADMINISTRATOR will conduct a manual count as prescribed by Section 127.201 of the Texas Election Code and submit a written report to the DISTRICT in a timely manner. The Secretary of State may waive this requirement. If applicable, a written report will be submitted to the Secretary of State as required by Section 127.201(E) of the aforementioned code. The ADMINISTRATOR will prepare the unofficial tabulation of precinct results under Section 66.056(a) of the Texas Election Code and will provide a copy of the tabulation to the DISTRICT as soon as possible after the ADMINISTRATOR has received the precinct returns on election day night;

(M) Provide such incidental related services as may be necessary to effect the Election;

(N) At each polling location, provide at least one voting station with a voting system that:

(i) fully complies with applicable law relating to accessible voting systems which make voting accessible for disabled voters; and (ii) provides a practical and effective means for voters with physical disabilities to cast a secret ballot;

(O) Provide for Central Count Tabulation(s), including:

- a. Preparation and programming of the ballots on the ES&S 850 Optical Scanner; and
- b. Preparation and programming of the ES&S AutoMARK voting system;

(P) Serve as “regular early voting clerk” for the DISTRICT to receive requests for applications for early voting ballots to be voted by mail. Applications for early voting ballots to be voted by mail will be processed in accordance with Title 7 of the Texas Election Code. Applications for early voting ballots to be voted by mail received by the DISTRICT will be faxed as promptly as possible to ADMINISTRATOR for processing. The original application will then be forwarded to ADMINISTRATOR for proper retention.

(Q) Serve as the custodian of voted ballots and other election records and preserve all election records in accordance with the Texas Election Code. After the applicable retention period, ADMINISTRATOR will forward all election records to the DISTRICT.

ARTICLE IV SCHEDULE FOR PERFORMANCE OF ELECTION SERVICES

4.01 ADMINISTRATOR will perform all election services in accordance and compliance with the time requirements set out in the Texas Election Code.

ARTICLE V SERVICES NOT PROVIDED BY COUNTY

5.01 The DISTRICT will be responsible for:

(A) preparing, adopting, publishing all required election orders, resolutions, notices,

and other documents, including bilingual materials, evidencing action by the governing authority of the DISTRICT necessary to the conduct of the election;

(B) preparing the text for the DISTRICT'S official ballot in English and Spanish, or other languages as required by law;

(C) on or before August 21, 2018, providing ADMINISTRATOR with a copy of a document showing the propositions/places that are to appear on the official ballot for the DISTRICT;

(D) conducting the official canvass of the DISTRICT'S election;

(E) having a DISTRICT representative serve as the custodian of its election records; and

(F) filing the DISTRICT'S annual voting system report to the Secretary of State as required under Chapter 123 et seq. of the Texas Election Code.

5.02 Pursuant to Section 271.006(c), the DISTRICT designates ADMINISTRATOR to serve as "regular early voting clerk" for the DISTRICT to receive requests for applications for early voting ballots.

5.03 The Secretary of the governing body of the DISTRICT will serve as the Custodian of Records for the DISTRICT to complete those tasks in the Election Code that ADMINISTRATOR will not perform.

ARTICLE VI TERM

6.01 Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held and administered by ADMINISTRATOR for the DISTRICT hereunder have been completed.

ARTICLE VII COST OF SERVICE AND BILLING

7.01 In consideration for the services provided hereunder by ADMINISTRATOR, the DISTRICT agrees to pay ADMINISTRATOR its pro rata share of performing the services, including any overtime incurred by ADMINISTRATOR'S employees. A cost estimate for election expenses is attached hereto and made a part of this contract as **Exhibit "A"**. The Parties agree that this is an estimate only and that the DISTRICT is obligated to pay the actual expenses of the election as set forth herein. ADMINISTRATOR agrees to advise the DISTRICT if it appears that the actual expenses incurred by ADMINISTRATOR will exceed by 20% or more the estimated expenses to be paid initially by the ADMINISTRATOR and reimbursed by the DISTRICT. The DISTRICT shall also pay ADMINISTRATOR an administrative fee equal to 10% of the actual costs set forth in Section 7.02(a) below, as permitted under Section 31.100(d) of the Texas Election Code.

7.02 As soon as reasonably possible after the election, ADMINISTRATOR will submit an itemized invoice to the DISTRICT for (a) actual expenses directly attributable to the coordination, supervision, and running of the election and incurred on behalf of the DISTRICT by

ADMINISTRATOR, including expenses for supplies in connection with the election school(s), election supplies, wages paid to ADMINISTRATOR'S employees for services under this contract performed outside of normal business hours, election workers, and any other expenses reasonably and directly related to the election, including, without limitation, rental and programming of direct recording electronic voting devices and audio ballots, and (b) an administrative fee as provided in Section 7.01 above. Expenses related to wages shall be supported by compensation sheets. Other expenses shall be supported by invoices or receipts, except that the price of items coming out of ADMINISTRATOR'S stock of election supplies shall be supported by ADMINISTRATOR'S certificate about the number of items used and the unit cost therefore according to the vendor's standard price list. The total amount due according to these invoices shall be offset by any payments previously made pursuant to this Contract.

7.03 The DISTRICT shall pay ADMINISTRATOR'S invoice within 30 days from the date of receipt to: **Bastrop County, Attn: Bridgette Escobedo, Elections Administrator, 804 Pecan Street, Bastrop, TX 78602.** If the DISTRICT disputes any portion of the invoice, the DISTRICT shall pay the undisputed portion of the invoice, and the Parties will discuss in good faith a resolution of the disputed portion.

7.04 Payments made by the DISTRICT in meeting its obligations under this Contract shall be made from current revenue funds available to the governing body of the DISTRICT.

ARTICLE VIII GENERAL PROVISIONS

8.01 In accordance with Section 31.096 of the Texas Election Code, nothing in this contract shall be construed as changing

- a) the authority with whom applications of candidates for a place on the ballot are filed;
- b) the authority with whom documents relating to political funds and campaigns under Title 15 of the Texas Election Code are filed; or
- c) the authority to serve as custodian of voted ballots or other election records, except that the ADMINISTRATOR, if requested in writing by the DISTRICT, will become the custodian of the voted ballots.

8.02 The parties acknowledge that the ADMINISTRATOR may contract with other entities holding elections at the same time as the DISTRICT on November 6, 2018.

8.03 If the DISTRICT cancels its election pursuant to Section 2.053 of the Texas Election Code, the ADMINISTRATOR shall only be entitled to receive the actual expenses incurred before the date of cancellation in connection with the election and an administrative fee of \$75. The ADMINISTRATOR shall submit an invoice for such expenses as soon as reasonably possible after the cancellation and the DISTRICT shall make payment therefore in a manner similar to that set forth in 7.03 above. The ADMINISTRATOR agrees to use reasonable diligence not to incur major costs in connection with election preparations until it is known that the election will be held, unless the DISTRICT authorizes such major costs in writing. An entity canceling an election will not be liable for any further costs incurred by the ADMINISTRATOR in conducting the November 6, 2018 Joint Election.

8.04 In accordance with Section 31.099 of the Texas Election Code, the ADMINISTRATOR agrees to file copies of this contract with the County Treasurer of Bastrop County, Texas and the County Auditor of Bastrop County, Texas.

8.05 This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in BASTROP County, Texas.

8.06 In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been a part of the Contract.

8.07 This Contract constitutes the only agreement of the Parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

8.08 No amendment, modification, or alteration of this Contract shall be binding unless it is in writing, dated subsequent to the date of the Contract and duly executed by all of the Parties.

8.09 Any notice to be given hereunder by any party to the other shall be in writing and may be effected by personal delivery, by certified mail, or by common carrier. Notice to a party shall be addressed as follows:

DISTRICT:

Bastrop County Water Control & Improvement District #3
Attn: Cheryl Rugeley
Bookkeeper
P.O. Box 1627
Bastrop, TX 78602
Tel: (512) 303-0546
Email: crugeley@earthlink.net

COUNTY and ADMINISTRATOR:

Bridgette Escobedo
Elections Administrator
Bastrop County
804 Pecan Street
Bastrop, TX 78602
Tel: (512) 581-7160
Fax: (512) 581-4260
Email: elections@co.bastrop.tx.us

Notice by hand-delivery is deemed effective immediately, notice by certified mail is deemed effective three days after deposit with a U.S. Postal Office or in a U.S. Mail Box, and notice by a common carrier, is deemed effective upon receipt. Each party may change the address for notice to it by giving notice of such change in accordance with the provisions of this Section.

Executed to be effective the ____ day of August, 2018.


COUNTY:

BY: _____

Paul Pape
County Judge
Bastrop County, Texas

Executed to be effective the 13th day of August, 2018.

ADMINISTRATOR:

BY: 
Bridgette Escobedo
Elections Administrator
Bastrop County, Texas

Executed to be effective the ____ day of August, 2018.

DISTRICT:

BY: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

ESTIMATED COST FOR BASTROP COUNTY WCID #3

Election Expenses	\$2,604.92
Election Kits & other precinct supplies	\$ 200.00
SUBTOTAL	\$2,804.92
10% ADMINISTRATIVE FEE	<u>\$ 280.49</u>
TOTAL	<u>\$3,085.41</u>

**CONTRACT FOR ELECTION SERVICES
AND
AGREEMENT TO CONDUCT JOINT ELECTION**

**THE STATE OF TEXAS §
 §
COUNTY OF BASTROP §**

This Contract for Election Services and Agreement to a Conduct Joint Election (this “Contract”) is entered into by and among BASTROP COUNTY, a political subdivision of the State of Texas (the “COUNTY”), the BASTROP COUNTY ELECTIONS ADMINISTRATOR (“ADMINISTRATOR”), and the MCDADE INDEPENDENT SCHOOL DISTRICT (the “DISTRICT”), a political subdivision of the State of Texas, individually, a “Party” or, collectively, the “Parties,” pursuant to Section 31.092 and Chapter 271 of the Texas Election Code.

RECITALS

WHEREAS, the DISTRICT and the COUNTY each expect to call an election to be held on November 6, 2018; and

WHEREAS, the DISTRICT and the COUNTY desire to conduct such elections jointly pursuant to Chapter 271 of the Texas Election Code, and the DISTRICT desires that certain election services for the DISTRICT’S election be provided by ADMINISTRATOR through the COUNTY’S Elections Department pursuant to Chapter 31, Subchapter D of the Texas Election Code; and

WHEREAS, ADMINISTRATOR has provided a cost estimate for election services to be rendered by her office under this Contract, which estimate is set out on Exhibit “A” attached hereto and made a part hereof; and

WHEREAS, the COUNTY, ADMINISTRATOR, and the DISTRICT desire to enter into a contract setting out the respective responsibilities of the Parties;

NOW, THEREFORE, the Parties agree as follows:

**ARTICLE I
PURPOSE**

1.01 The Parties have entered into this Contract to conduct a joint election on November 6, 2018, and for certain election services to be provided to the DISTRICT in connection with its election. The purpose of this agreement is to maintain consistency and accessibility in voting practices, polling places, and election procedures in order to best assist the voters of the DISTRICT.

**ARTICLE II
JOINT ELECTION**

2.01 The COUNTY and the DISTRICT agree to conduct their respective November 6, 2018 elections jointly pursuant to Chapter 271 of the Texas Election Code. ADMINISTRATOR is hereby appointed to serve as the DISTRICT’S Election Officer and Early Voting Clerk to

conduct the DISTRICT'S November 6, 2018 election. As DISTRICT'S Election Officer and Early Voting Clerk, ADMINISTRATOR will coordinate, supervise, and conduct all aspects of administering voting in connection with the DISTRICT'S November 6, 2018 election in compliance with all applicable law, as provided in Article III hereof.

ARTICLE III ELECTION SERVICES

3.01 ADMINISTRATOR agrees to provide to the DISTRICT the following general election services with respect to the DISTRICT'S November 6, 2018 election, including early voting, regular Election Day voting, and any resulting run-off:

- (A) Procure and distribute election supplies, including, but not limited to, the preparation, printing, and distribution of ballots and sample ballots, provided that the DISTRICT will prepare the text of such ballots as set forth in Section 5.01(C) below;
- (B) Procure election judges and clerks for early voting and Election Day voting;
- (C) Procure early voting polling places and Election Day polling places. The ADMINISTRATOR will arrange for the use of all Election Day polling places and will arrange for the setting up of all polling locations for Election Day, including ensuring that each polling location has the necessary tables, chairs, and voting booths. The ADMINISTRATOR will provide the DISTRICT with a list for presentation to the governing body of the DISTRICT, containing a list of places, times, and dates of early voting suitable for consideration and adoption by the governing body in accordance with Texas Election Code Chapter 85. The ADMINISTRATOR will designate and confirm all Election Day polling place locations and present the list to the governing body of the District for approval;
- (D) Procure, prepare, and distribute adequate election equipment and transport equipment to and from all polling locations, including early voting polling locations, for the DISTRICT;
- (E) Distribute the lists of registered voters to be used in conducting the election, as provided by Bastrop County Voter Registration;
- (F) Pay election day and early voting judges and clerks;
- (G) Pay the judges for election night returns and early voting returns;
- (H) Provide training and information for all election officers;
- (I) Provide general overall supervision of the election and advisory services;
- (J) Prepare writ of election to election officers and notice of appointment to Presiding and Alternate judges, as required by law;
- (K) Conduct election day voting and early voting, in person and by mail, for the DISTRICT;

(L) Establish a Central Counting Station for the purpose of tabulating ballots. The Tabulation Supervisor will be responsible for handling ballot tabulation in accordance with statutory requirements and county policies, under the auspices of ADMINISTRATOR, and will, thereafter, transport all election records to the ADMINISTRATOR. The ADMINISTRATOR will conduct a manual count as prescribed by Section 127.201 of the Texas Election Code and submit a written report to the DISTRICT in a timely manner. The Secretary of State may waive this requirement. If applicable, a written report will be submitted to the Secretary of State as required by Section 127.201(E) of the aforementioned code. The ADMINISTRATOR will prepare the unofficial tabulation of precinct results under Section 66.056(a) of the Texas Election Code and will provide a copy of the tabulation to the DISTRICT as soon as possible after the ADMINISTRATOR has received the precinct returns on election day night;

(M) Provide such incidental related services as may be necessary to effect the Election;

(N) At each polling location, provide at least one voting station with a voting system that:

(i) fully complies with applicable law relating to accessible voting systems which make voting accessible for disabled voters; and (ii) provides a practical and effective means for voters with physical disabilities to cast a secret ballot;

(O) Provide for Central Count Tabulation(s), including:

- a. Preparation and programming of the ballots on the ES&S 850 Optical Scanner; and
- b. Preparation and programming of the ES&S AutoMARK voting system;

(P) Serve as “regular early voting clerk” for the DISTRICT to receive requests for applications for early voting ballots to be voted by mail. Applications for early voting ballots to be voted by mail will be processed in accordance with Title 7 of the Texas Election Code. Applications for early voting ballots to be voted by mail received by the DISTRICT will be faxed as promptly as possible to ADMINISTRATOR for processing. The original application will then be forwarded to ADMINISTRATOR for proper retention.

(Q) Serve as the custodian of voted ballots and other election records and preserve all election records in accordance with the Texas Election Code. After the applicable retention period, ADMINISTRATOR will forward all election records to the DISTRICT.

ARTICLE IV SCHEDULE FOR PERFORMANCE OF ELECTION SERVICES

4.01 ADMINISTRATOR will perform all election services in accordance and compliance with the time requirements set out in the Texas Election Code.

ARTICLE V SERVICES NOT PROVIDED BY COUNTY

5.01 The DISTRICT will be responsible for:

(A) preparing, adopting, publishing all required election orders, resolutions, notices,

and other documents, including bilingual materials, evidencing action by the governing authority of the DISTRICT necessary to the conduct of the election;

(B) preparing the text for the DISTRICT'S official ballot in English and Spanish, or other languages as required by law;

(C) on or before August 21, 2018, providing ADMINISTRATOR with a copy of a document showing the propositions/places that are to appear on the official ballot for the DISTRICT;

(D) conducting the official canvass of the DISTRICT'S election;

(E) having a DISTRICT representative serve as the custodian of its election records; and

(F) filing the DISTRICT'S annual voting system report to the Secretary of State as required under Chapter 123 et seq. of the Texas Election Code.

5.02 Pursuant to Section 271.006(c), the DISTRICT designates ADMINISTRATOR to serve as "regular early voting clerk" for the DISTRICT to receive requests for applications for early voting ballots.

5.03 The Secretary of the governing body of the DISTRICT will serve as the Custodian of Records for the DISTRICT to complete those tasks in the Election Code that ADMINISTRATOR will not perform.

ARTICLE VI TERM

6.01 Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held and administered by ADMINISTRATOR for the DISTRICT hereunder have been completed.

ARTICLE VII COST OF SERVICE AND BILLING

7.01 In consideration for the services provided hereunder by ADMINISTRATOR, the DISTRICT agrees to pay ADMINISTRATOR its pro rata share of performing the services, including any overtime incurred by ADMINISTRATOR'S employees. A cost estimate for election expenses is attached hereto and made a part of this contract as **Exhibit "A"**. The Parties agree that this is an estimate only and that the DISTRICT is obligated to pay the actual expenses of the election as set forth herein. ADMINISTRATOR agrees to advise the DISTRICT if it appears that the actual expenses incurred by ADMINISTRATOR will exceed by 20% or more the estimated expenses to be paid initially by the ADMINISTRATOR and reimbursed by the DISTRICT. The DISTRICT shall also pay ADMINISTRATOR an administrative fee equal to 10% of the actual costs set forth in Section 7.02(a) below, as permitted under Section 31.100(d) of the Texas Election Code.

7.02 As soon as reasonably possible after the election, ADMINISTRATOR will submit an itemized invoice to the DISTRICT for (a) actual expenses directly attributable to the coordination, supervision, and running of the election and incurred on behalf of the DISTRICT

by ADMINISTRATOR, including expenses for supplies in connection with the election school(s), election supplies, wages paid to ADMINISTRATOR'S employees for services under this contract performed outside of normal business hours, election workers, and any other expenses reasonably and directly related to the election, including, without limitation, rental and programming of direct recording electronic voting devices and audio ballots, and (b) an administrative fee as provided in Section 7.01 above. Expenses related to wages shall be supported by compensation sheets. Other expenses shall be supported by invoices or receipts, except that the price of items coming out of ADMINISTRATOR'S stock of election supplies shall be supported by ADMINISTRATOR'S certificate about the number of items used and the unit cost therefore according to the vendor's standard price list. The total amount due according to these invoices shall be offset by any payments previously made pursuant to this Contract.

7.03 The DISTRICT shall pay ADMINISTRATOR'S invoice within 30 days from the date of receipt to: **Bastrop County, Attn: Bridgette Escobedo, Elections Administrator, 804 Pecan Street, Bastrop, TX 78602.** If the DISTRICT disputes any portion of the invoice, the DISTRICT shall pay the undisputed portion of the invoice, and the Parties will discuss in good faith a resolution of the disputed portion.

7.04 Payments made by the DISTRICT in meeting its obligations under this Contract shall be made from current revenue funds available to the governing body of the DISTRICT.

ARTICLE VIII GENERAL PROVISIONS

8.01 In accordance with Section 31.096 of the Texas Election Code, nothing in this contract shall be construed as changing

- a) the authority with whom applications of candidates for a place on the ballot are filed;
- b) the authority with whom documents relating to political funds and campaigns under Title 15 of the Texas Election Code are filed; or
- c) the authority to serve as custodian of voted ballots or other election records, except that the ADMINISTRATOR, if requested in writing by the DISTRICT, will become the custodian of the voted ballots.

8.02 The parties acknowledge that the ADMINISTRATOR may contract with other entities holding elections at the same time as the DISTRICT on November 6, 2018.

8.03 If the DISTRICT cancels its election pursuant to Section 2.053 of the Texas Election Code, the ADMINISTRATOR shall only be entitled to receive the actual expenses incurred before the date of cancellation in connection with the election and an administrative fee of \$75. The ADMINISTRATOR shall submit an invoice for such expenses as soon as reasonably possible after the cancellation and the DISTRICT shall make payment therefore in a manner similar to that set forth in 7.03 above. The ADMINISTRATOR agrees to use reasonable diligence not to incur major costs in connection with election preparations until it is known that the election will be held, unless the DISTRICT authorizes such major costs in writing. An entity canceling an election will not be liable for any further costs incurred by the ADMINISTRATOR in conducting the November 6, 2018 Joint Election.

8.04 In accordance with Section 31.099 of the Texas Election Code, the ADMINISTRATOR agrees to file copies of this contract with the County Treasurer of Bastrop County, Texas and the County Auditor of Bastrop County, Texas.

8.05 This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in BASTROP County, Texas.

8.06 In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been a part of the Contract.

8.07 This Contract constitutes the only agreement of the Parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

8.08 No amendment, modification, or alteration of this Contract shall be binding unless it is in writing, dated subsequent to the date of the Contract and duly executed by all of the Parties.

8.09 Any notice to be given hereunder by any party to the other shall be in writing and may be effected by personal delivery, by certified mail, or by common carrier. Notice to a party shall be addressed as follows:

DISTRICT:

Barbara Marchbanks
Superintendent
McDade Independent School District
156 Marlin Street/PO Box 400
McDade, TX 78650
Tel: (512) 273-2522 (1701)
Fax: (512) 273-2101
Email: Barbara.marchbanks@mcdadeisd.net

COUNTY and ADMINISTRATOR:

Bridgette Escobedo
Elections Administrator
Bastrop County
804 Pecan Street
Bastrop, TX 78602
Tel: (512) 581-7160
Fax: (512) 581-4260
Email: elections@co.bastrop.tx.us

Notice by hand-delivery is deemed effective immediately, notice by certified mail is deemed effective three days after deposit with a U.S. Postal Office or in a U.S. Mail Box, and notice by a common carrier, is deemed effective upon receipt. Each party may change the address for notice to it by giving notice of such change in accordance with the provisions of this Section.

Executed to be effective the ____ day of August, 2018.

COUNTY:

BY: _____

Paul Pape
County Judge
Bastrop County, Texas

Executed to be effective the 13th day of August, 2018.

ADMINISTRATOR:

BY: Bridgette Escobedo
Bridgette Escobedo
Elections Administrator
Bastrop County, Texas

Executed to be effective the 2 day of August, 2018.

DISTRICT:

BY: Barbara L Marchbanks
Printed Name: Barbara L Marchbanks
Title: Superintendent

EXHIBIT "A"

ESTIMATED COST FOR MCDADE ISD

Election Expenses	\$ 9,252.07
Election Kits & other precinct supplies	\$ 200.00
SUBTOTAL	\$ 9,452.07
10% ADMINISTRATIVE FEE	<u>\$ 945.21</u>
TOTAL	<u>\$ 10,397.28</u>

LIST OF PRESIDING AND ALTERNATE JUDGES

ITEM 35

I, Bridgette Escobedo, Elections Administrator of Bastrop County do hereby submit the following persons for appointment as presiding judge and alternate judge for elections conducted by the county as required upon receipt of timely list(s) submitted by the appropriate political party chairs or as recommended by me if no list(s) were submitted timely by party chairs.

Pct	Polling Location	Presiding Election Judge	Alternate Election Judge	# of Clerks
1001	Bastrop County WCID #2	George Martinez-Rep	PK Barnett-Dem	4
1002	First Baptist Church	Brenda Sellers- Dem	Cliff Sparks- Rep	4
1003	First Baptist Church Newest Expansion	Deb Layland- Rep	Pam Gerritsen- Dem	6
1004	Bastrop County Pct. 1 Road Barn	Linda Odom- Rep	Dayna Beck-Dem	4
2005	Smithville City Hall	Linda Kellar- Rep	Judith Evanicky-Dem	4
2006	Lake Thunderbird Community Center	Penny Whiting- Rep	Gail Byler-Dem	4
2007	Rosanky Community Center	Dawn Thompson- Rep	Brenda Knode-Dem	4
2008	Heart of the Pines Fire Station	Marsha Padilla- Rep	Elizabeth Ripley-Dem	4
2009	Calvary Baptist Church	Roy Baldwin- Rep	Pamela Barnett- Dem	4
2010	Paige Community Center	Shari Wyatt- Rep	Vickie Deland-Dem	4
2011	BVFD Station #3 (Circle D)	Darlene Blackburn- Rep	MaryLiz Singleton- Dem	4
3012	Hills Prairie Baptist Church	Christian Reed Lewis- Rep	Joan Barton-Dem	4
3013	Red Rock Community Center	Sue Beck- Rep	Don Raschke-Dem	4
3014	Bluebonnet VFD Station #2	Beatrice Hilbig- Rep	Carol Johnson- Dem	4
3015	Cedar Creek UMC	W.M. David Weller- Rep	Caroline Sinclair-Dem	4
3016	Wyldwood Baptist Church	Angie Dailey- Rep	Jack Zelensky- Dem	4
4017	Elgin Public Library	Joan Richardson- Rep	Ruby Simms- Dem	6
4018	Elgin Public Library	COMBINED WITH PCT 4017	COMBINED WITH PCT 4017	X
4019	Family Worship Center	Robert Oliver- Rep	Vicki Lehmeier- Dem	4
4020	New Life Baptist Fellowship	Julie Hamiliton- Rep	Ruby Burton- Dem	4
4021	Faith Lutheran Church	Jason Ledlie- Rep	Lisa Villeneuve-Dem	4
	Central Count	Joy Campbell- Rep	Staci Calvert-Dem	8