



## Pancreatic Cancer Proclamation

WHEREAS in 2016, an estimated 53,070 people in the United States will be diagnosed with pancreatic cancer, one of the deadliest cancers, and 41,780 will die from the disease; and

WHEREAS pancreatic cancer surpassed breast cancer this year to become the third leading cause of cancer death in the United States, and it is projected to become the second leading cause by 2020; and

WHEREAS pancreatic cancer is the only major cancer with a five-year relative survival rate in the single digits at just eight percent; and

WHEREAS when symptoms of pancreatic cancer present themselves, it is generally in later stages, and 71 percent of patients die within the first year of their diagnosis; and

WHEREAS approximately 2650 deaths will occur in Texas in 2016; and

WHEREAS pancreatic cancer is the seventh most common cause of cancer-related death in men and women across the world; and

WHEREAS there will be an estimated 418,451 new pancreatic cancer cases diagnosed worldwide in 2020; and

WHEREAS the good health and well-being of the residents of Bastrop County are enhanced as a direct result of increased awareness about pancreatic cancer and research into early detection, causes and effective treatments;

THEREFORE, BE IT RESOLVED that Bastrop County Commissioners Court designates November 17, 2016 as "World Pancreatic Cancer Day" in Bastrop County.

\_\_\_\_\_  
Paul Pape, County Judge

\_\_\_\_\_  
Willie Piña, Commissioner Pct. 1

\_\_\_\_\_  
John Klaus, Commissioner Pct. 3

\_\_\_\_\_  
Clara Beckett, Commissioner Pct. 2

\_\_\_\_\_  
Bubba Snowden, Commissioner Pct. 4

# APRIL KUCK

ITEM 3

## OBJECTIVE

Exhibit skills as educational leader in Extension education.

## SKILLS PROFILE

- Curriculum writing and delivery
- Public speaking and training
- Community engagement, parent involvement and volunteer management

## EMPLOYMENT HISTORY

**Gifted and Talented Coordinator, La Grange ISD** 2009-Present

- Teacher for Talent Pool and Gifted/Talented students kindergarten to fourth grade
- Provide leadership for advanced education and financial management throughout school district
- Conduct testing and identification procedures in school district

### **Teacher, Pre-Kindergarten**

*Schulenburg, Texas*

- Plan, coordinate and teach in NAEYC guided Pre-school program.
- Serve as partner in Special Education PPCD education

### **Teacher, St. Thomas Early Learning Center**

2003-2005

*College Station, Texas*

- Plan, coordinate and teach in NAEYC accredited Pre-school program.

### **Child Serve, Educational Consultant**

*Central Texas*

- Owner of business providing continuing education to early childhood professionals
- Wrote 10 curriculum guides for Texas Agrilife Extension including 4-H volunteer management a topics.

### **County Extension Agent, Texas Agrilife Extension**

*Hopkins, Gonzales and Williamson counties*

- Train volunteers to work with communities through 4-H & Youth services and family and consu
- Serve as leader in community development

## EDUCATION

- Bachelor of Science, Abilene Christian University, 1989
- Master of Education, Texas State University, 1994

## CERTIFICATIONS

- Generalist, Early Childhood through 6<sup>th</sup> grade
- Early Childhood Education
- English as a Second Language, Supplemental

**COMMISSIONERS COURT AGENDA ITEM REQUEST FOR: 11/14/2016**

**Discussion and possible action re: Request approval of sign the Travelers Insurance renewal policy for Bastrop County for the period of 11/01/2016 through 10/31/2017; Leon Scaife / Lisa Smith / Ashley Mutschink**

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Judge and Commissioners,

Bastrop County's insurance policy with Travelers is due for renewal. After reviewing the policy and premiums it is recommended by Lisa Smith, Bastrop County Auditor and Leon Scaife, Bastrop County Purchasing Agent, to sign the renewal policy with Travelers Insurance. The coverage renewal period will be from 11/01/2016 through 10/31/2017.

Staff recommends approval.

The State of Texas  
County of Bastrop

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KNOW ALL MEN BY THESE PRESENTS:

This "Lease Agreement" is made and executed by and between JAMES KERSHAW, an individual and owner of certain real property located at 806 Water Street, also known as Building Block 3 W, Water Street, Bastrop, TX ("Owner" or "Lessor"), the COUNTY OF BASTROP, TEXAS ("the County"), a local political subdivision of the State of Texas, the CITY OF BASTROP, TEXAS ("the City"), a home-rule municipal corporation authorized by the State of Texas, and the BASTROP ECONOMIC DEVELOPMENT CORPORATION ("the BEDC"), a 501(c)(3) Type B Development Corporation, operating pursuant to Texas statutory authority in the City of Bastrop, Texas. The County, City, and BEDC may be referred to jointly herein as "Lessees" or singularly as "Lessee". Lessor and Lessees may be referred to herein jointly as the "Parties," and singularly as a "Party."

**SECTION 1. PREMISES**

- 1.1 Description. Lessor hereby leases to Lessees the Leased Premises located at 806 Water Street, Bastrop, Texas, and known as the north portion of Building Block 3 W, Water Street, Bastrop, Texas, consisting of twenty-four (24) parking spaces and associated driveways, but specifically excluding the building and any parking spaces in front of or behind the building located on the south portion of said Building Block, as more particularly shown on the diagram attached hereto as Exhibit "A," and made a part hereof for all purposes (hereinafter referred to as the "Leased Premises").
- 1.2 Use. The Leased Premises shall be used by Lessees for the sole purpose of providing public parking for citizens and visitors to Bastrop, Texas.
- 1.3 Compliance with the Law. Lessees shall at all times observe the laws, rules, and regulations of the State of Texas and other governmental entities. Lessees shall not commit, or allow to be committed, any waste or nuisance on the Leased Premises or to harm the Leased Premises in any way that may reduce, harm, or diminish the value or marketability of same.
- 1.4 Storage of Materials on Premises. Lessees shall, at all times, keep and maintain the Leased Premises in neat and orderly manner and in full compliance with all applicable Federal, State, and local laws, rules, and ordinances.
- 1.5 Lessor's Lessee's Use Exclusive. Lessees' use of the Leased Premises during the term of the Lease is exclusive, except that Lessor retains ingress and egress rights to the parking and rear of the office building on the south portion of Building Block 3 W, Water Street, Bastrop, Texas.

## SECTION 2. TERM

- 2.1 Term. The initial term of this Lease Agreement shall commence on the 1<sup>st</sup> day of December, 2016, and shall be continued for a 24-month period. At the end of initial Term, this Lease Agreement shall automatically continue on a month to month basis, until terminated by either Party.
- 2.2 Termination Privileges. During the initial Term of this Agreement, termination of this lease shall be for cause only, and then only after providing the defaulting Party with due notice of the default and a reasonable time and opportunity to cure the identified default or breach of the Lease by the defaulting Party. After the initial Term, either Party may terminate this Agreement by giving the other Party ninety (90) day written notice.

## SECTION 3. RENT

- 3.1 Rent. Lessees shall pay Owner/Lessor rent in monthly installments, payable by remitting by mail to Owner/Lessor at: 908 Chestnut Street, Bastrop, Texas 78602 (or such other address as Lessor may specify in a written notice delivered to Lessees), in the amount of \$1,500.00, per month, on a month-to-month basis. Rent shall be due to Lessor and paid by Lessees beginning on the commencement date of the Term and shall continue to be paid on the first day of each month thereafter. Rent for any fractional month at the beginning or end of the lease Term shall be prorated on a *per diem* basis.

## SECTION 4. ABANDONED PROPERTY

- 4.1 All goods, effects, materials, remains, or objects of whatever kind or nature and/or alleged value to Lessees not removed by Lessees within thirty (30) calendar days after the natural expiration or termination of this Lease Agreement, or any extension hereto, shall be considered abandoned, and Lessor shall have the right and the authority to dispose of same as it deems expedient, including but not limited to storing, selling, and/or destroying such items, with no further act or notice by Lessor required.

## SECTION 5. DELIVERY, ACCEPTANCE, AND SURRENDER OF PREMISES

- 5.1 Lessor makes no representations or warranties regarding the condition or fitness of the Leased Premises, including any building, structure, or improvement thereon for any particular purpose. By taking possession of the Leased Premises pursuant to this Lease Agreement, Lessees conclusively accept the Leased Premises as fit for Lessees' purpose as a Parking Lot, which is in good and sanitary order, condition, and repair. Lessees further warrant that all matters related to or arising out of the construction of any building, structure, or improvement on the Leased Premises were approved by, and have been accepted by, Lessees in an "**AS IS**" condition. Lessees herein agree and covenant to accept all faults, deficiencies, and defects, whether known or unknown, to Lessor and/or Lessees at the commencement of the Term, which

warranty by Lessees shall survive the term of this Lease Agreement, or any extension thereto, in perpetuity. Lessees shall, on the expiration or termination of this Agreement, surrender the Leased Premises to Lessor in the same condition as when received, reasonable wear and tear accepted.

#### **SECTION 6. REPAIRS AND MAINTENANCE**

- 6.1 Lessee (Bastrop County), at its sole cost and expense, shall agree to maintain, and preserve the Leased Premises, or improvements thereon, in good order and repair which reflects credit upon the Lessees and the Lessor. Lessees shall immediately notify the Lessor of any required repairs on the Leased Premises so that Lessees may complete the necessary maintenance.
- 6.2 Lessor's Right of Inspection/Repair. Lessor reserves the right, but has no duty, to enter the Leased Premises at any time to inspect the Leased Premises, to perform required maintenance and repair and/or to make additions or alterations to any part of the Leased Premises that are necessary to keep, maintain, or preserve same in a reasonable state, at the sole cost and expense of the Lessor. The Parties acknowledge and agree, however, that the Lessor shall have no duty, responsibility, or obligation to inspect, repair, remodel, improve, decorate, paint, or replace any part or component of the Leased Premises at any time following the Effective Date of this Lease Agreement. Furthermore, in the event of destruction of the Leased Premises, Lessor shall have no obligation to rebuild any structures located thereon.

#### **SECTION 7. INSURANCE**

- 7.1 All Lessees agree to procure and maintain in full force and effect at all times during the Lease Term, and any extension thereof at Lessees' sole cost and expense, standard property insurance insuring the Leased Premises against the perils of general liability and fire, extended coverage, vandalism, environmental damage, and malicious mischief. The policy shall additionally include all personal property owned by Lessees for which Lessees are legally liable, including without limitation, furniture, fittings, fixtures, and raw materials. Such insurance shall be no less than, and on any personal property located thereon, full replacement value, whichever is greater. Any policy shall specifically identify and name JAMES KERSHAW as a "loss payee" (or additional insured).

#### **SECTION 8. RELEASE**

- 8.1 Lessor shall not be liable or responsible for damage, theft, or otherwise to any property stored on the Leased Premises by Lessees. In accord with Lessees' acceptance of the Leased Premises "AS IS," Lessees agree that the current security mechanisms, if any, provided for the Leased Premises and any structures located thereon, shall be sufficient for the Lessees' use.
- 8.2 Nothing herein shall be a waiver of any governmental immunity afforded to the Lessees.

## SECTION 9. ASSIGNMENT OR SUBLEASE

- 9.1 Lessees may not assign or sublease the Leased Premises without first obtaining Lessor's written consent.

## SECTION 10. MISCELLANEOUS

- 10.1 Notice. Notice arising out of or pursuant to the provisions of this Lease Agreement shall be in writing and delivered by hand or certified postage prepaid, addressed to the person authorized to receive such notice. Notices shall be delivered to the Parties at the addresses set forth below or to such other addresses as the Parties designate in writing.

A. Notice to City:

City of Bastrop  
Attn: City Manager  
1311 Chestnut Street  
P.O. Box 427  
Bastrop, Texas 78602

B. Notice to County

Bastrop County  
Attn: The Honorable County Judge  
804 Pecan Street  
Bastrop, Texas 78602

C. Notice to BEDC

Bastrop Economic Development Corporation  
Attn. Executive Director  
903 Main Street  
Bastrop, Texas 78602

D. Notice to Owner/Lessor

Mr. James Kershaw  
908 Chestnut Street  
Bastrop, Texas 78602

- 10.2 Construction. The Parties agree that the Lease Agreement shall be construed fairly and simply and not strictly against either Party.
- 10.3 Lease Control. If any provisions in this Lease Agreement conflict with any provision in any other instrument, those herein shall control.

- 10.4 Entire Agreement. This Lease Agreement is the entire agreement between Lessees and Lessor related to the Leased Premises, and it incorporates all other written, verbal, express, and implied agreements made between any Party or any agent of any Party to this Lease in connection with this transaction.
- 10.5 Amendment. No Amendment, modification, or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.
- 10.6 Good Faith. If any provision of this Agreement is found to be unlawful or unenforceable, the Parties will negotiate in good faith so that it shall be in compliance with applicable laws and consistent to the extent possible with the original intent of this Agreement.

EXECUTED this \_\_\_\_\_ day of November 2016 (“Effective Date”).

Owner/Lessor:

By: \_\_\_\_\_  
James Kershaw

Lessee - City of Bastrop

By: \_\_\_\_\_  
Marvin Townsend, Interim City Manager

Lessee – Bastrop County

By: \_\_\_\_\_  
The Honorable Judge Pape

Lessee – BEDC

By: \_\_\_\_\_  
Steven Mills, Chairman of the Board

STATE OF TEXAS                   §  
  §  
COUNTY OF BASTROP           §

BEFORE ME, the undersigned authority, on this day personally appeared Marvin Townsend, known to me to be the Interim City Manager of the City of Bastrop and the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed, as the act and deed of the said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the \_\_\_\_\_ day of November 2016.

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS                   §  
  §  
COUNTY OF BASTROP           §

BEFORE ME, the undersigned authority, on this day personally appeared Judge Paul Pape, as representative of Bastrop County, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same as the act and deed of and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the \_\_\_\_\_ day of November 2016.

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS                   §  
  §  
COUNTY OF BASTROP           §

BEFORE ME, the undersigned authority, on this day personally appeared Steve Mills, as representative of Bastrop Economic Development Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same as the act and deed of and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the \_\_\_\_\_ day of November 2016.

\_\_\_\_\_  
Notary Public, State of Texas

Exhibit A





**Gruber Power Services**  
Critical Power Specialists

ITEM 7



Please route to Krystal Burton

**Full Service Maintenance Agreement**

<b>Customer</b>	Bastrop, County of	<b>PO Number</b>		<b>Quote Date</b>	10/24/2016
<b>Department</b>	Information Technology	<b>Voice Number</b>	1-512-581-7182	<b>Quote #</b>	15Nov4387
<b>Address</b>	804 Pecan St	<b>Cell Number</b>		<b>U-Number</b>	G01126835 <b>Ext</b>
<b>Mail Stop</b>		<b>Tech Contact</b>		<b>Fax Number</b>	
<b>City</b>	Bastrop	<b>State</b>	TX	<b>Zip</b>	78602
		<b>Email</b>	krystal.burton@co.bastrop.tx.us		

Brand	Model	Serial	KVA	Equip Type	Service Level	Location	PM Freq	Response	Amount	Discount	Total
Powerware	9155-15	FA394FBB15	12.0	UPS	Gold 8-5 M-F		Two per Year	8 Hour	1,735.20	0.00	1,735.20
Powerware	9155-15	FA411FBB07	12.0	UPS	Gold 8-5 M-F		Two per Year	8 Hour	1,735.20	0.00	1,735.20

											<b>Subtotal</b>	3,470.40	
<b>Optional Coverage Adders</b>	<input type="checkbox"/> Power Cond Adder	<input type="checkbox"/> Capacitor Coverage	<input type="checkbox"/> After Hours PM	<input type="checkbox"/> Multiple Unit Discount								<b>Shipping</b>	0.00
	<input type="checkbox"/> Battery Coverage	<input type="checkbox"/> Remote Monitoring	<input checked="" type="checkbox"/> Government Discount								<b>Discounts</b>	-1,587.80	
	<input type="checkbox"/> Addl Batt Strings	<input type="checkbox"/> End of Life Equip Adder	<input type="checkbox"/> Pre-K Inspect Required								<b>Sales Tax</b>	146.46	
<b>Term 1 Year</b>	<b>Start - Term - End</b>	<b>Bill Interval</b>	<b>Contract Status</b>			<b>Prepared by:</b>	<b>Email</b>	<b>Yearly Tot</b>	2,029.06				
	11/23/2016 to 11/22/2017	Full Payment	<input type="checkbox"/> New	<input type="checkbox"/> Renewal	<input type="checkbox"/> Opt to Renew	Rita Lomoglio x251	lom@gruber.com	<b>Term Total</b>	2,029.06				

Services included under this agreement	Optional or upgrade services available
<ul style="list-style-type: none"> <li>4 - 8 or 12 Hour response time determined by contract level</li> <li>Unlimited service calls determined by contract level</li> <li>Free 24 Hour Tech Support</li> <li>Contracted Service (Mon - Fri) (8AM - 5PM) (Including Holidays)</li> <li>Regular Preventive Maintenance visits for UPS and Battery Systems</li> </ul> <p>For service between 7-5 MST call - <b>800 658-5883</b></p>	<ul style="list-style-type: none"> <li>Onsite Technical Staff</li> <li>Monthly or Quarterly PM's</li> <li>Full Coverage Battery Contracts</li> <li>Small UPS Full Coverage Contracts</li> <li>Periodic Electrical System Preventive Maintenance</li> </ul> <p>24 Hour Service Emergency Hotline - <b>888 404-6997</b></p>

**Additional Terms and Conditions**

Under the terms of this Full Service Maintenance Agreement, Gruber Power Services Inc. will provide unlimited continuous effort service response within the contracted term, provide free parts, and fund all travel and labor costs. The first preventive maintenance visit will serve as a pre-contract inspection to validate this agreement. Any cost of repairs deemed necessary to restore the equipment to factory specs are billable. This Agreement does not include battery replacement or labor and travel associated with battery replacement. GPS manufactures batteries and offers preferential discounts to service customers. All applicable sales tax will be applied at the time of invoicing.

Acceptance Signatures			
<b>Customer Acceptance</b>		<b>GPS Acceptance</b>	
<b>Date</b>		<b>Date</b>	
<b>Print Name/Title</b>		<b>Print Name/Title</b>	



**Gruber  
Power  
Services**  
*Critical Power Specialists*

**Uninterruptible Power System  
Full Service Maintenance Agreement**  
Rev 03/03/14

**Responsibilities of Gruber Power Services (GPS)**

For the charges stated herein, GPS shall maintain the equipment in good operating condition and furnish preventive and remedial maintenance service during the contracted term as follows:

**Remedial Maintenance**

Provide unscheduled remedial maintenance as required during the contracted period following customer notification. GPS will, under the terms of this agreement, provide a continuous best effort response to service calls received during the Call Window to address the equipment malfunction. GPS will provide and bear the cost of labor and parts for maintaining the contracted equipment in good operating condition, when such labor and parts are required due to normal wear and tear. Maintenance will include replacement of parts deemed necessary by GPS. All parts furnished shall be on an exchange basis and will be new standard parts or parts of equal quality with exchange parts removed. GPS shall respond to service call requests by telephone during the contracted period within 30 minutes, except for causes beyond the control of GPS.

**Preventive Maintenance**

Provide scheduled preventive maintenance (PM) based on the specific needs of the equipment as determined by GPS and normally between the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, or within extensions to the contracted period as mutually agreed upon and reflected in this agreement. Customer will be notified of PM due with sufficient notice to provide a mutually agreed upon date service will be performed by a GPS field engineer. Preventative maintenance is a mandatory activity and should not be delayed beyond 30 calendar days of the PM due date. Delays either by the contractor or customer could result in a contract breach.

**Documentation**

GPS will provide on-line service reports with a complete service history. GPS will also make available the PM checklists, schematics and specific documentation regarding the contracted equipment at the customer's request. All documentation supplied will remain the exclusive property of GPS.

**Tools and Equipment**

GPS will provide all maintenance materials, tools, and all test equipment necessary for the service described herein; all items to remain the exclusive property of GPS.

**Preventive Maintenance Procedures**

**(Visual Inspection)** – GPS will inspect work area for safety concerns that may affect the safety of the field engineer, and/or the customer. GPS will inspect subassemblies, wiring harnesses, contactors, cables and other major components for burns or broken wires. GPS will clean or replace all air filters. GPS will inspect all fans for slow start and free rotation. GPS will inspect AC input and output for proper wiring, grounding and verify to NEC code standards. GPS will inspect input and output grounding for proper application. GPS will evaluate and record alarm logs. Inspect all circuit boards and connections for cleanliness and/or possible problems. Inspect all breakers, power connections, fuses and controls for excessive heating or swelling via thermal scan and reading. Inspect AC and DC capacitors for swelling or leakage. Inspect for DC capacitor vent caps that have extruded more than 1/8". Inspect all nuts, bolts, screws and connectors for tightness and heat discoloration.

**(Power Checks)**

Measure input voltage, amperage, and frequency readings for proper levels and balance. Measure output voltage, amperage, and frequency readings for proper levels and balance. Measure bypass voltage and frequency for proper available power. Check input power and harmonic filters for proper operation and balance. Check output power and harmonic filters for proper operation and balance. With customer approval, perform operational test of the system including unit transfer and battery discharge. Review system performance statistics with customer. Power quality and harmonic distortion levels can be monitored upon special request from customer, but is outside the scope of the preventative maintenance agreement.

**(Internal Component Checks)**

Inspect and calibrate any logic and control signals as specified in the manufacturer's maintenance procedures. Inspect all indicators and meters for proper operation and calibration adjusting as necessary in accordance to the manufacturer's maintenance procedures. Inspect and calibrate all power supply settings in accordance with manufacturer's specified settings. Measure rectifier voltage and current balance for proper operation. Measure inverter voltages and balance for proper operation. Measure static switch voltages and inspect for any leakage. Check fuses on the DC capacitor deck for continuity if applicable.

**(External Environmental Checks)**

Check environmental conditions, equipment clearance issues, electrical changes or concerns, and any safety issues in the equipment area.



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#### **(VRLA Battery System)**

Inspect the appearance and cleanliness of all batteries, connectors, cabinet(s) or rack(s), and room(s). Check each battery for signs of damage to the case, cover or terminals, staining of the case, terminals or surrounding areas, excessive swelling, evidence of melting or thermal damage to the cover and terminal post-seal plus support cabinet(s) or rack(s) for signs of physical damage, corrosion, etc. Confirm battery cabinet(s) or rack(s) hardware integrity and tighten connections as necessary. Clean and retighten all terminal connectors and check for NO-OX grease or oil on all connections (when needed and/or accessible). Check system float voltage and current and adjust if necessary to manufacturer's specified settings. Measure and record DC bus ripple voltage when applicable. Measure and record all internal impedance readings. Measure and record all battery connection resistances in micro-ohms when applicable. Measure individual battery temperatures and check for any hot spots or readings which are out of the manufacturer's recommended temperature variance when accessible. Perform individual battery load testing when accessible. Record battery date codes, number of cells and strings.

#### **(Wet Cell Battery System)**

Inspect the appearance and cleanliness of all battery cells, connectors, racks, and room(s). Check each jar, cover, post seal, and arrestor vent for electrolyte leaks, cracks, bulges, and other abnormalities. Record all problems found in the service report. Identify all terminal, connector, and rack corrosion build-up locations. Complete the following for each clear jar cell: Examine all positive and negative plates (and straps) for proper color and condition, noting any buckling, warping, scaling, swelling, cracking, mossing, sulfating, or hydrating. Check the sediment chamber build-up and separator condition. Record any excessive cell gassing. Check for proper electrolyte level. Neutralize all electrolyte leaks and spills, and remove remaining residue. Clean dust, dirt, and debris from all cell tops and racks. Measure and record the following for all cells: Overall float voltage at + and - terminals for entire battery, Individual cell float voltages, Electrolyte temperatures and level, Electrolyte specific gravity's corrected for cell temperatures and levels (prior to adding any water), Inter-cell, interior, inter-row, and inter-aisle connector resistance's (in micro-ohms). Measure and record in the logbook the following for all designated pilot cells (20% of total): Electrolyte temperatures and levels...Electrolyte specific gravity's corrected for cell temperatures and levels (prior to adding any water). Measure and record in the service report terminal connector resistances (in micro-ohms) for all cells in random order. Re-torque all connectors to inch-pound values recommended by battery manufacturer. Measure and record the DC ripple voltage and current being sent to the battery by the charger. Check panel meters for accuracy and record in the service report the findings. Measure and record in the service report the ambient air temperatures in two locations, each at opposite ends of the battery room. Confirm correct battery room exhaust system operation. Confirm battery rack hardware integrity. Tighten connections as necessary. Record in the service report; dates, cell numbers, and amounts of distilled/de-ionized water added to each cell to maintain proper electrolyte levels.

#### **Movement of Equipment**

Customer shall notify GPS of intent to move the contracted equipment. GPS, at its option, shall supervise the de-installation and re-installation and perform equipment startup. Contract billing will be suspended while the equipment is de-installed, and resume upon startup by authorized GPS personnel. Customer shall be billed for labor and materials provided during the movement of equipment at GPS's current rates. GPS shall be under no obligation to continue service if the equipment is moved without the prior approval and or involvement of GPS.

#### **Service Limitations**

If maintenance service is requested due to causes other than normal wear and tear, service will be provided at GPS's per call rates and terms in effect at that time. The following are examples of causes other than normal wear and tear: 1. Unauthorized attempts by other than GPS personnel to repair, maintain or modify equipment. 2. Catastrophe, natural disasters, etc. 3. Fault or negligence of Customer or misuse of equipment. Maintenance coverage and/or service does not include: 1. Operating supplies or accessories. 2. Cleaning supplies necessary for Customer preventive maintenance. 3. Painting, refinishing or furnishing materials for this purpose. 4. Electrical hardware, wiring, or attachments external to the equipment not specifically noted in this agreement. 5. Batteries, unless covered under provisions of the three year battery warranty program or full replacement program. 6. AC and DC capacitors unless additional coverage option is selected. If at the end of six months of maintenance service or anytime thereafter, it is the opinion of GPS, an item covered by this agreement cannot be properly or economically maintained on-site due to excessive wear, deterioration or environmental factors, GPS may supply the customer with a quote for reconditioning the equipment or bringing the environment up to acceptable standards. If the customer elects to not recondition or improve the environment, GPS may withdraw such items from coverage under this agreement.

#### **End of Life Equipment**

GPS welcomes end of life equipment service opportunities. Unlike the manufacturers, GPS maintains a large inventory of both new and vintage parts for a variety of equipment brands, styles and sizes. A segment of GPS technical staff consists of component level bench technicians capable of repairs to the board level. In addition, GPS reserves the option to replace end of life contracted equipment should parts availability become an issue, or GPS deems repair costs exceed the value of an equal or newer replacement unit.

#### **Availability of Extended/Special Services**

Any and all service outside of contracted maintenance that may be required (including battery replacement) are available at GPS's prevailing rate for the type of service required on the contracted equipment.



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#### **Eligibility for Service Agreement**

Equipment installed by GPS is eligible for inclusion under this agreement once equipment has been "started up" by authorized GPS personnel. Non-GPS supplied or installed equipment shall be subject to a pre-contract inspection by GPS to establish operating condition. If the pre contract inspection is unsuccessful, customer will be billed for the services rendered. Any necessary repairs or adjustments deemed necessary by GPS shall be made at GPS's prevailing time and materials rates and terms then in effect prior to commencement of this service agreement.

#### **Three Year Battery Warranty (Optional)**

Warranty applies to new batteries installed by GPS under the provisions of our three-year full service agreement. Batteries not supplied by GPS must be replaced in a minimum of one string for the warranty to apply and only applies to the string replaced. Batteries that are new but not supplied by GPS can be eligible for the three-year warranty upon a successful pre-contract inspection showing the batteries are within manufacturer's specifications. Batteries that fail within the warranty period will be replaced if found defective. This warranty does not cover weak batteries. Batteries replaced under warranty will be done so in accordance with the manufacturer's recommendations. Warranty is void if the environment is not kept within acceptable standards. Ambient temperature shall not exceed 77 degrees Fahrenheit. Battery replacement labor and travel shall be provided at no additional cost during normal business hours. Emergency after hours replacement will be provided for customers under a 24 hour 7 day a week service agreement.

#### **Full Replacement Battery Warranty (Optional)**

Warranty applies to new batteries installed by GPS under the provisions of our one-year, three-year or five-year full service agreement. Batteries not supplied by GPS must be replaced in a minimum of one string for the warranty to apply and only applies to the string replaced. Batteries not supplied by GPS that are six months or newer can be eligible for the full replacement warranty upon a successful pre-contract inspection showing the batteries are within manufacturer's specifications. Batteries that fail anytime will be replaced if found weak or bad. Coverage will always remain in effect as long as a service agreement is provided through GPS. Batteries found weak or bad will be replaced in accordance with the manufacturer's recommendations. Warranty is void if the environment is not kept within acceptable standards. Ambient temperature shall not exceed 77 degrees Fahrenheit. Battery replacement labor and travel shall be provided at no additional cost during normal business hours. Emergency after hours replacement will be provided for customers under a 24 hour 7 day a week service agreement.

#### **Customer Responsibilities**

Customer shall notify GPS immediately of equipment failures and allow GPS full access to the equipment to perform proper preventative maintenance as the contract herein stipulates. Delayed PM's induced by the contractor and/or customer, in excess of 30 calendar days, will result in a voided contract. Customer must allow GPS to use necessary machines, communications facilities, features, and other equipment (except as normally provided by GPS) at no extra charge. Throughout the term of this agreement, customer shall maintain site conditions within the environmental range of the equipment as set forth in the manufacturer's recommendations for operation. Customer agrees to provide access for scheduled maintenance within normal working hours (8AM - 5PM, Monday - Friday) excluding holidays unless other special arrangements are agreed to and noted as an addendum to this agreement. Customer representative shall keep any service reports that are faxed and/or emailed to signify that GPS has satisfactorily met its obligations under this agreement.

#### **Assignment Responsibility**

It is the responsibility of GPS to insure that contracted services are provided. GPS does, however, reserve the right to subcontract any or all services under this agreement to insure that proper and professional services are provided in a timely manner.

#### **Limitation of Liability**

GPS will not be liable for damages resulting from loss of data, profits, use of products or for the incidental or consequential damages, even if advised of the possibility of such damage. This limitation of GPS's liability will apply regardless of the form of action, whether in contract or tort including negligence. GPS will not be liable for any delay in performance due to causes beyond the reasonable control of GPS.

#### **Term**

This agreement will be in effect until the expiration date (as noted on the agreement form), or until canceled by one of the parties. Either party may cancel this agreement without cause upon thirty (30) days written notice. Any refund of the premium will be determined solely by GPS and will be based on the unused portion of the premium. Any direct or in-direct expenses incurred by GPS to support the equipment during the term of the agreement will be deducted from the premium, then any remainder will be refunded to the customer. If no expenses were incurred by GPS, then any refund will be considered on a pro-rated basis.

**MEMORANDUM OF UNDERSTANDING**

BETWEEN

**BASTROP COUNTY**

AND

**THE MARY E. BARINA ESTATE**

**I. PARTIES**

1.1 This Memorandum of Understanding ("MOU") is entered into by and between Bastrop County, Texas ("Bastrop"), and The Mary E. Barina Estate ("MEBE"). The term "Parties" refers to Bastrop County, Texas and The Mary E. Barina Estate.

**II. PURPOSE**

2.1 The purpose of this MOU is to clearly identify the intent and responsibilities of each party as they relate to the donation of funding by the MEME to construct a building at the Bastrop County Animal Shelter.

**III. RECITALS**

3.1 WHEREAS, Bastrop is a County operating under the laws of the State of Texas; and,

3.2 WHEREAS, MEBE is the probate estate of Mary E. Barina and,

3.3 WHEREAS, the late Mary E. Barina had an extreme appreciation of and affection for animals and evinced a lifelong concern for their welfare and happiness; and

3.4 WHEREAS, The late Mary E. Barina made bequests, to be administered by the executor of her estate, that would benefit animal shelters and the animals that they provide food, medical service, housing and adoption for; and

3.5 WHEREAS, ROY DALTON POOL JR, executor of the MEBE, has indicated the MEBE would generously like to donate a gift in the amount of \$80,000.00 (Eighty-Thousand Dollars) to Bastrop County to be used solely for the partial funding of a structure ("The Project") at the Bastrop County Animal Shelter ("Shelter"); and,

3.6 WHEREAS, Bastrop desires to accept this very generous gift from The MEBE to benefit the residents of Bastrop and animals of Bastrop at the Shelter; and

THEREFORE, Bastrop and The MEBE enter into this MOU and agree to the following:

**IV. AGREEMENT**

4.1 Bastrop agrees that all MEBE project funds will be allocated directly to replacing the structure of the recently destroyed building at the Shelter;

4.2 Bastrop agrees to provide to MEBE, in written form, the allocation of all non-MEBE funds required and applied to the project and said writings will identify the source, requirements and application and payment of funds;

4.3 The MEBE agrees that MEBE funds will be allocated upon receipt of all project architecture plans, signed construction contracts, schedules, permits and working papers which are required to complete the project.

4.4 Bastrop agrees that project facility insurance shall be funded to fully cover any future building casualty event(s).

4.5 Should Bastrop County ever abandon the building being partially funded by this gift from The MEBE to move to another animal control facility funded by The MEBE, Bastrop County shall transfer funds equal to the depreciated value of this gift to the new facility. Depreciation on buildings is general calculated on a "20 year straight-line schedule." Therefore, the value of this gift to be transferred will be reduced by 5 percent for each year beginning in the year this building is opened.

4.6 Bastrop and The MEBE agree to cooperate in good faith to complete all actions required under this MOU.

4.8 Prior Agreement Superseded. This agreement constitutes the sole and only agreement of the parties regarding their responsibilities to each other concerning the work noted herein on the project that is the subject of this MOU and supercedes any prior understandings or written or oral agreements between the Parties respecting the project referenced in this MOU.

4.9 The Parties shall not violate any federal, state or local laws, regulations or ordinances in the performance of this MOU.

4.10 Governing Law and Place for Performance. This agreement shall be governed by the laws of The State of Texas, which state shall also be deemed the place this MOU was entered into and the place of performance and transaction of business and parties. In the event of litigation pertaining to this MOU, the exclusive forum, venue and place of jurisdiction shall also be the County of Bastrop and the State of Texas, unless otherwise agreed by all parties.

4.11 This MOU may not be assigned by any Party, without the prior written consent of each of the other Parties hereto.

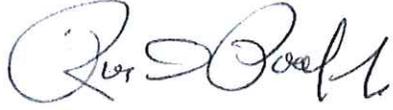
4.12 This MOU may be signed as multiple originals by the Parties, and is approved and effective as of the date of execution by the last Party to sign.

Signatures and dates:

Bastrop County

Mary E. Barina Estate

By: \_\_\_\_\_

By:  \_\_\_\_\_

Name: \_\_\_\_\_

Name: ROY D POOL JR \_\_\_\_\_

Title: \_\_\_\_\_

Title: EXECUTOR \_\_\_\_\_

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

Date: October 25, 2016 \_\_\_\_\_



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

ITEM 9

## BASTROP COUNTY HUMAN RESOURCES

To: Paul Pape, County Judge  
William Piña, Commissioner Precinct 1  
Clara Beckett, Commissioner Precinct 2  
John Klaus, Commissioner Precinct 3  
Bubba Snowden, Commissioner Precinct 4

From: Michele T. Walty, PHR, SHRM-CP, Human Resources Director

Date: November 14, 2016

Subject: Request to Approve Monumental-Medicare Generation RX Renewal Rates

It is the request of the Bastrop County HR Director that the County Judge be authorized to sign the Monumental Renewal Notice and Benefit Confirmation for Plan Year 2017.

This year there is no increase in medical insurance rates.

The Medicare GenerationRX (aka Silverscript) rate will increase 15% from \$199 to \$228.85 per month. The annual increase will be approximately \$20,059.00. According to TAC, "this increase mirrors the rising prescription drug costs TAC HEBP is experiencing in the active employee plans with the primary contributors being specialty drugs, innovation and inflation."

### Overview:

Currently, the County pays the premium for both the medical and prescription services on a pro-rated basis for employees who retire from the County. Retirees pay 100% of the premium for dependent coverage.



**Transamerica Premier Life Insurance & Medicare Generation Rx  
2017 Renewal Notice and Benefit Confirmation**

**Group:** Bastrop County

**Anniversary Date:** 1/1/2017

Below are the new renewal rates for Monumental medical and Medicare GenerationRX prescription drug coverages. Please initial and complete each section below. Authorized signature on the following page is required to confirm and accept your group's renewal.

**RETIREE MEDICAL**

Attained Age	Current Rates	New Rates Effective 1/1/2017
65 – 69	\$155.25	\$155.25
70 – 74	\$186.35	\$186.35
75 – 79	\$220.09	\$220.09
80 - 84	\$251.21	\$251.21
85 – 89	\$277.72	\$277.72
90+	\$290.38	\$290.38

\_\_\_\_\_ Initial to accept 2017 retiree medical rates

**MEDICARE GENERATIONRX - PRESCRIPTION PART D**

Current Rate	New Rate Effective 1/1/2017
\$199.00	\$228.85

\_\_\_\_\_ Initial to accept 2017 retiree prescription rate.

**BILLING AND CONTRIBUTION SCHEDULE**

**List Bill** – A monthly invoice will be sent directly to the designated billing contact.

- Group is responsible for collecting premiums from the retirees/spouses.
- Group is responsible for submitting payment in full directly to TPLIC.
- Please indicate contribution amount paid per month below.

	Amount Group Pays	Amount Retiree Pays
Medical Premium	\$ _____	\$ _____
RX Premium	\$ _____	\$ _____

**CountyChoice Silver**  
**Member Contact Designations**  
**Bastrop County**

**Contracting Authority:** As specified in the Interlocal Participation Agreement, each Member hereby designates and appoints a Contracting Authority of department head rank or above and agrees that TAC HEBP shall NOT be required to contact or provide notices to ANY OTHER person. Further, any notice to, or agreement by, a Member's Contracting Authority, with respect to service or claims hereunder, shall be binding on the Member. Each Member reserves the right to change its Contracting Authority from time to time by giving written notice to TAC HEBP. Please complete each category below:

**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
\_\_\_\_\_  
**Phone:** \_\_\_\_\_  
**Fax:** \_\_\_\_\_  
**Email:** \_\_\_\_\_

**Primary Contact:** Main contact for daily matters pertaining to the retiree benefits.

**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
\_\_\_\_\_  
**Phone:** \_\_\_\_\_  
**Fax:** \_\_\_\_\_  
**Email:** \_\_\_\_\_

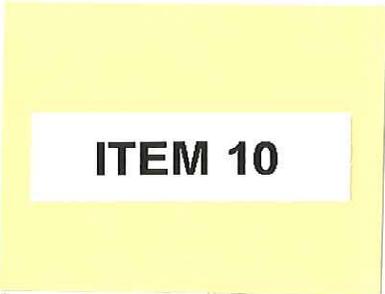
**Billing Contact:** Responsible for receiving all invoices relating to retiree benefits.

**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
\_\_\_\_\_  
**Phone:** \_\_\_\_\_  
**Fax:** \_\_\_\_\_  
**Email:** \_\_\_\_\_  
**HIPAA Secured FAX number:** \_\_\_\_\_

\_\_\_\_\_  
**Signature of County Judge or Contracting Authority**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Please PRINT Name and Title**

**ITEM 10**

Commissioner's Court November 14, 2016

**Discussion and possible action re: Request approval to solicit proposals for Engineering Services and Grant Administration for Bastrop County Sewer System Improvement Project, Stony Point Phase 7 ; Leon Scaife**

Dear Judge and Commissioners,

I am seeking an approval to solicit proposals from Engineering Firms and from Grant Administration Firms that will help with application preparation and development, design, construction and documentation oversight for Stony Point Phase 7, Sewer System Improvement project. This process has changed from the previous 6 phases of the project. TDA (Texas Department of Agriculture) now interprets 2 CFR 200.319(D) to read that the Professional services firms should be procured beforehand to eliminate any conflicts of interest. The contracted Engineering Firm would work in conjunction with Aqua Water Supply Corporation. This project is a continuation of the Texas Community Development Block Grant project that provides first time sewer service for the residence of the Stony Point Community.

Staff recommends approval.

**COMMISSIONERS COURT AGENDA ITEM REQUEST FOR: 11/14/2016**

**Discussion and possible action re:** Declare one (1) service firearm as surplus and authorize purchase by outgoing interim Bastrop County Sheriff Rosanna Abreo, pursuant to Government Code 614.51, Peace Officers and Firefighters and Code of Criminal Procedure, Article 2.12; **Leon Scaife**

Judge and Commissioners,

Bastrop County interim Sheriff Rosanna Abreo is stepping down from the temporary appointment as Bastrop County Sheriff in November of 2016 and is asking for the Bastrop County Commissioners Court to consider allowing her to purchase her Bastrop County issued service weapon.

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
6741	UU638532	Sig Sauer P226-357 NITRO	03/23/2009	\$586.20	\$350.00

Based on the age and condition of the firearm, the Purchasing Department is recommending a purchase price of \$350 plus tax. A purchase Affidavit from Sheriff Abreo is attached. Final payment for the service weapon will be received by the Bastrop County Treasurer and deposited in the General Fund.

Staff recommends approval.

## Agenda Item #

### COMMISSIONERS COURT AGENDA ITEM REQUEST FOR: 11/14/2016

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

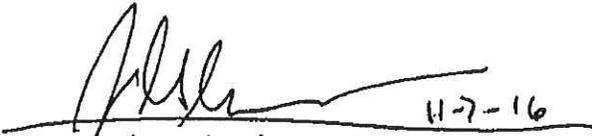
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Staff recommends approval.

  
11-7-16  
Agreed DA's Office

AFFIDAVIT

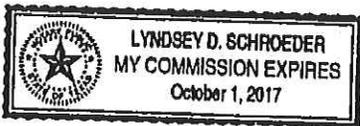
STATE OF TEXAS  
COUNTY OF BASTROP

BEFORE me the undersigned authority, on this day personally appeared Rosanna Abreo, who after being duly sworn by me upon her oath deposes and states as follows:

"My name is Rosanna Abreo and I have read the foregoing request to purchase my duty-issued handgun from Bastrop County Commissioners 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 P226 - .357 NITRO, serial Number UU638532".

  
Rosanna Abreo

SWORN TO AND SUBSCRIBED BEFORE ME THIS DAY OF NOVEMBER 07, 2016.



  
NOTARY PUBLIC

THE STATE OF TEXAS  
COUNTY OF BASTROP

INTERLOCAL COOPERATION AGREEMENT  
FOR  
DETENTION SERVICES

THIS AGREEMENT is made and entered into this 14<sup>th</sup> day of November, 2016, by and between Fayette County, a political subdivision of the State of Texas, hereinafter referred to as Fayette County, and Bastrop County, also a political subdivision of the State of Texas, hereinafter referred to as Contractor.

**WHEREAS**, Fayette County is a duly organized political subdivision of the State of Texas engaged in the administration of county government and related services for the benefit of the citizens of the County; and

**WHEREAS**, Contractor is a duly organized political subdivision of the State of Texas engaged in the administration of county government and related services for the benefit of the citizens of Bastrop County; and

**WHEREAS**, Fayette County and Contractor desire to improve the efficiency and effectiveness of local government by authorizing the Intergovernmental contracting authority at the local level for all or part of the functions and services of police protection and detention services; and

**WHEREAS**, Fayette County and Contractor mutually desire to be subject to the provision of Chapter 791, Texas Government Code, and the Interlocal Cooperation Act.

**NOW, THEREFORE**, Fayette County and Contractor, for the mutual consideration hereinafter stated, agree and understand as follows:

I.

The effective date of the agreement shall be the 14<sup>th</sup> day of November, 2016 and shall continue until twelve (12) months from the effective date.

## II.

For the purpose and consideration herein stated and contemplated, Contractor shall provide the following necessary and appropriate services for Fayette County to the maximum extent authorized by this agreement, without regard to disability, race, religion, color, age, sex and national origin; to-wit:

- A. Accept and provide for the secure custody, care and safekeeping of Offenders in accordance with state and local laws standards, policies, procedures, or court orders applicable to the operations of the Contractor Facility.
- B. In the event that the Contractor Facility shall be at maximum capacity as a result of Bastrop County or other inmates, Contractor reserves the right to require the removal or transfer of Fayette County Offenders within forty-eight (48) hours after notice to Fayette County, in order to provide facilities for Bastrop County inmates, and Contractor agrees to notify Fayette County as soon as possible when Fayette County inmates must be removed from the Contractor facility because of capacity limits.
- C. Notify Fayette County as soon as possible of all emergency medical cases requiring removal of a prisoner and health care services to include transportation and guard services provided outside the Contractor facility. All extraordinary medical care and prescription drugs shall be paid for by Fayette County.
- D. In no event shall Contractor be required to accept Fayette County Offenders under the terms and conditions of this agreement if such transfer will cause Contractor Facility to be in violation of the Texas Jail Standards Commission. Contractor, in its sole discretion, shall determine whether a Fayette County Offender shall be accepted for incarceration by Contractor. Nothing contained herein shall be construed to compel Contractor to accept any Offender if it would place Contractor in violation of any law, regulation or court order.
- E. Nothing contained herein shall be construed to compel Bastrop County Sheriff, acting in his/her capacity as keeper of the jail, to accept any prisoner for any reason.

## III.

Fayette County designates \_\_\_\_\_ as Liaison Officer for Fayette County with and between Fayette County and Contractor. Contractor designates \_\_\_\_\_ as Liaison Officer for Contractor with and between Fayette County and Contractor. The respective county sheriff of each county, or his/her designated substitute, shall insure the performance of all duties and obligation of said county herein stated; and, shall devote sufficient time and attention to the execution of said duties on behalf of said county in full compliance with the terms and conditions of this agreement; and, shall provide immediate and direct supervision of all of the Sheriff's Department employees, agents, contractors, sub-contractors, and/or laborers, if any; in the furtherance of the proposes, terms and conditions of this agreement of the mutual benefit of Fayette County and Contractor.

## IV.

Fayette County agrees to indemnify and hold harmless Contractor, its agents and employees, from and against all suits, claims, damages, losses, and expenses, including reasonable attorney's fees, arising out of Contractor's performance or non-performance of the services and duties herein stated, but only in

regard to the transfer of Offenders by Fayette County and duties herein assigned to Fayette County, and specifically excluding the actual incarceration of Offenders by Contractor. Fayette County retains full liability for each Offender until that prisoner has been processed and booked into Contractor's Facility.

V.

Contractor agrees to indemnify and hold harmless Fayette County, its agents and employees from and against all suits, claims, damages, losses, and expenses, including reasonable attorney's fee, arising out of contractor's performance or non-performance of the services and duties herein, stated, but only in regard to the actual holding and incarceration of prisoners by Contractor in Contractor's facilities and specifically excluding the transfer of prisoners to and from Contractor.

VI.

Contractor shall be solely in charge of all control, techniques, sequences, procedures, and means, and the coordination of all work performed under the terms and conditions of this agreement in regard to the holding and incarceration of all properly delivered prisoners, shall insure, dedicate and devote the full time and attention of those employees necessary for the proper execution and completion of the duties and obligations of contractor stated in this agreement, and give all attention necessary for such proper supervision and direction.

VII.

Fayette County agrees to and accepts full responsibility for the acts, negligence, and/or omissions of all Fayette County's employees, and agents.

VIII.

Contractor agrees to and accepts full responsibility for the acts of negligence and/or omissions of all Contractor's employees, and agents.

XI.

Fayette County agrees to and accepts the duty and responsibility for and overseeing all safety orders, precautions, programs, and equipment necessary to the reasonable safety of Fayette County's employees, and agents, Fayette County's sub-contractors, and/or contract laborers. Fayette County further agrees to bring with each prisoner delivered to the Contractor Facility all packets, jail cards, classification data and other information in the possession of Fayette County regarding each prisoner, and has the duty to advise Contractor of any know dangerous propensities of each prisoner delivered to Contractor.

X.

Contractor agrees to and accepts the duty and responsibility for and overseeing all safety orders, precautions, programs and equipment necessary to the reasonable safety of Contractor's employees, and agents, Contractors subcontractors and/or contract laborers, and all other persons doing work under a contract or agreement with said Contractor.

XI.

Contractor understands and agrees that Contractor, its employees, servants, agents and representatives shall at no time represent themselves to be employees, servants, agents and/or representative of Fayette County. Contractor is a political subdivision of the State of Texas. The address of Contractor is:

Bastrop County  
804 Pecan Street  
Bastrop, Texas 78602

XII.

Fayette County understands and agrees that Fayette County, its employees, servants, agents and representatives shall at no time represent themselves to be employees, servants, agents and/or representative of Contractor. Fayette County is a political subdivision of the State of Texas. The address of said county is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

XIII.

For the services hereinabove stated, Fayette County agrees to pay to Contractor, for the performance of this agreement, the sum of \$45.00 per day of each prisoner confined in Contractor facilities. A day shall constitute any portion during a twenty-four (24) hour period beginning and ending at midnight. Fayette County agrees to reimburse Contractor for all extraordinary medical care and prescription drugs of Fayette County prisoners. Fayette County further agrees to reimburse contractor for damages, which directly caused to Contractor facilities or employees by the direct action of Fayette County prisoners.

XIV.

Fayette County, Texas, on a monthly basis, and upon the submission of documented invoice by Contractor, pay for the cost of the items and expenses specified in and in accordance with paragraph XIII of this agreement during the term of this agreement.

XV.

This agreement may be terminated at any time, by either party giving thirty (30) days advance written notice to other party. In the event of such termination, by either party, Contractor shall be compensated for all services performed to termination date, together with reimbursable expenses then due and as authorized by this agreement. In the event of such termination, should Contractor be overcompensated for reimbursable expenses as authorized by this agreement, Fayette County shall be reimbursed for all such overcompensation. Acceptance of said reimbursement shall not constitute a waiver of any claim that may otherwise out of this agreement.

XVI.

This agreement represents the entire and integrated agreement between Fayette County and Contractor and supersedes all prior negotiations, representations and/or agreements, either written or oral. This agreement may be amended only by written instrument signed by both Fayette County and Contractor.

XVII.

The validity of this agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. Further, this agreement shall be performable and all compensation payable in Bastrop County, Texas. The parties agree that in the event of any legal dispute, the venue will be in Bastrop County, Texas.

XVIII.

In the event that any portion of this agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.

\_\_\_\_\_  
Bastrop County Judge

\_\_\_\_\_  
Fayette County Judge

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Bastrop County District Attorney

Approved as to form on November 9, 2016

*Gary Gilliland*

*1<sup>st</sup> Assistant District Attorney*

 **AIA Document G741™ – 2015**

**Change Order for a Design-Build Project**

<b>PROJECT</b> (Name and address):	<b>CHANGE ORDER NUMBER:</b> 001	<b>OWNER:</b> <input checked="" type="checkbox"/>
Bastrop County ESD #2 Fire Station #4 1432 N SH 95 Bastrop, TX 78602	<b>DATE:</b> October 26, 2016	<b>DESIGN-BUILDER:</b> <input checked="" type="checkbox"/>
<b>TO DESIGN-BUILDER</b> (Name and address):	<b>OWNER'S PROJECT NUMBER:</b>	<b>ARCHITECT:</b> <input type="checkbox"/>
Speed Fab-Concrete Corporation PO Box 15580 Fort Worth, TX 76119	<b>DESIGN-BUILD CONTRACT DATE:</b> April 4, 2016	<b>FIELD:</b> <input type="checkbox"/>
	<b>DESIGN-BUILD CONTRACT FOR:</b> Design-Build Contractor	<b>OTHER:</b> <input type="checkbox"/>

**THE DESIGN-BUILD CONTRACT IS CHANGED AS FOLLOWS:**

(Include, where applicable, any undisputed amount attributable to previously executed Change Directives)

The Guaranteed Maximum Price Proposal, dated September 20, 2016, and approved by the Commissioners Court on October 26, 2016, is hereby accepted with the following clarifications:

EXHIBIT D GUARANTEED MAXIMUM PRICE PROPOSAL - Part II Construction Services accepted as proposed and per the "Agreement" with this Change Order. The summary of compensation is currently:

Part I Preconstruction Service Fees	\$116,700
Part II Construction and Contract Administration Services	\$3,406,900
Guaranteed Maximum Price (GMP) Total	\$3,523,600

The original Contract Sum was	\$	116,700.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	116,700.00
The Contract Sum will be increased by this Change Order in the amount of	\$	3,406,900.00
The new Contract Sum including this Change Order will be	\$	3,523,600.00

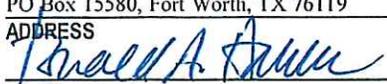
The Contract Time will be increased by Sixty-two (62) days.

The date of Substantial Completion as of the date of this Change Order therefore is August 16, 2017.

**NOTE:** This Change Order does not include changes in the Contract Sum, Contract Time, or Guaranteed Maximum Price that have been authorized by Change Directive until the cost and time have been agreed upon by both the Owner and Design-Builder, in which case a Change Order is executed to supersede the Change Directive.

*When executing this Change Order, the Design-Builder represents that all changes to Project design implemented by this Change Order have been reviewed and approved in writing by the Architect or other licensed design professional(s) of record for the Project.*

**NOT VALID UNTIL SIGNED BY THE DESIGN-BUILDER AND OWNER.**

Speed Fab-Concrete Corporation  
**DESIGN-BUILDER** (Firm name)  
 PO Box 15580, Fort Worth, TX 76119  
**ADDRESS**  
  
**BY** (Signature)  
 Ronald A. Hamm  
 (Typed name)  
 11/7/2016  
**DATE**

Bastrop County  
**OWNER** (Firm name)  
 1432 N SH 95, Bastrop, TX 78602  
**ADDRESS**  
 \_\_\_\_\_  
**BY** (Signature)  
 Judge Paul Pape  
 (Typed name)  
 \_\_\_\_\_  
**DATE**

Exhibit D  
 Guaranteed Maximum Price Proposal

I. Site Development:

Utilities extension allowances:	
Aerobic Type Septic System Design & Installation (allowance)	\$16,000
Water Line Tap & 1" Dia. Service (allowance)	\$7,500
Gas Service Line (allowance)	\$3,300
Electrical Power Co. charges (allowance) \$5,000	\$5,000
Excavation/Site Preparation/Select Fill	\$207,550
Site concrete, including all paving (6" thick at all truck drives), Walks, Patio, Striping	\$206,200
Storm Drainage, Detention Pond, Drainage Structures	\$52,750
Additional site improvements to include:	
Landscaping/Hydromulch & Irrigation Allowance	\$35,000
Fencing & Gate, Patio Fence, Flagpole & Base	\$24,400
Rainwater Harvesting Cisterns	\$12,000
	<hr/>
Subtotal Site Development Costs:	\$569,700

II. Building Superstructure:

Concrete grade beam footings, and slab	\$203,200
Structural precast concrete panel walls, panel joint sealant, structural steel roof structure	\$309,700
Exterior Masonry "drystack" stone on building exterior and EIFS wall finish system	\$79,200
Standing Seam Roofing, Membrane Roofing, Misc. Metals	\$117,475
Metal canopies	\$8,125
	<hr/>
Subtotal Building Superstructure Costs:	\$717,700

III. Finish-out to include:

Flooring and base	
Glass, storefront and windows	
Personnel doors and hardware	
Drywall and ceilings	
Paint (exterior and interior)	
Toilet accessories	
Bunker Lockers	
Cabinets and carpentry	
Window louver blinds	
Solid Surface countertops	
	Subtotal
	\$326,400
Overhead Sectional & Roll-Up Doors	\$73,500
Interior & Exterior Signage, Building Plaque	\$15,000
Appliances	\$11,700
	<hr/>
Subtotal Building Finishes Costs:	\$426,600

IV Mechanical Systems:

Plumbing	\$198,100
HVAC & Ventilation Systems	\$165,100
Fire Sprinkler System	\$0
(Eliminated from Project due to non-availability of adequate water supply; note that building area is less than 12,000 sf so not required)	
Electrical Systems incl. infrastructure/conduits for IT, VOIP, Alert Alarm System, A/V	\$240,800
Fire Alarm & Door Security System	\$19,500
Generator and Transfer Switch	\$55,000
	<hr/>
Subtotal Mechanical Systems Costs:	\$678,500

V General Conditions of the Project:

Project Management and Project Accounting	
On-site Project Manager/Superintendent	
Temporary facilities (field office, sanitary, utilities)	
Job site communications (cell and fax capable)	
General and final cleaning	
Dumpster	
Barricades	
Project sign	
	Subtotal: \$302,000
Materials testing allowance	\$15,000
Building Permit & Impact Fees	\$0
Development Permit	\$7,000
SWPPP and TDLR	\$9,500
Preconstruction Services *	\$12,500
Geotech & Survey Allowance *	\$6,200
Insurance (General Liability, Builders Risk, Auto, Umbrella)	\$45,400
*** Indicates items included in Preliminary Services portion of the Contract	
Subtotal General Conditions Costs:	\$397,600

VI Architect & Engineering Fees:

Architecture; Structural & Mechanical Engineering – Ph I (30%) *	\$98,000
Architecture; Structural & Mechanical Engineering – Ph II (100%)	\$122,000
Civil Engineering (both phases included)	\$60,000
Subtotal A/E Fees	\$280,000

Subtotal Design & Construction \$3,070,100

VII Other Project Costs

Contingency (5%)	\$153,500
Design Builder's Fee	\$245,600
Performance & Payment Bonds (NB: Architect/Engineer Fees not included in bonds)	\$54,400
Subtotal Other Project Costs	\$453,500

TOTAL GUARANTEED-MAXIMUM PRICE \$3,523,600



Paul Pape  
Bastrop County Judge

**ITEM 14**

November 14, 2016

Bonnie Sherman  
Planner – Advanced Transportation Planning  
Austin District  
Texas Department of Transportation  
P.O. Drawer 15426  
Austin, TX 78761-5426

Re: Bastrop County CTIF Grant Program Close-out

Dear Ms. Sherman:

In 2014, Bastrop County was awarded a County Transportation Infrastructure Fund Grant to make improvements to two county roads, South Old Potato Road in Precinct 2 and Humble Lane in Precinct 3. The scope of work for both projects was to reshape the existing roadbed, add base and apply a two-course surface treatment to provide a paved driving surface. The work was to be completed by County forces working under their respective County Commissioner acting as an Ex Officio Road Commissioner in accordance with Section 252.003 of the Transportation Code.

The work was completed in the fall of 2014 in accordance with Bastrop County Standards. Additionally, both roads have been inspected by our County Engineer.

Attached please find a completed County Transportation Infrastructure Fund Grant Program Certification Form 3. Also attached, is a summary of allowable costs and amounts reimbursed.

If you have questions or need additional information, please contact me at the number below or Carolyn Dill, County Engineer, at 512-581-7180.

Sincerely,

Paul Pape  
County Judge

Attachments

County Name Bastrop

Project Name 2014 CTIF Award

### CERTIFICATION FORM 3

#### County Transportation Infrastructure Fund Grant Program

By submitting this form, signed and dated by an authorized representative of the county, the county certifies to TxDOT each item indicated below.

Please mark the appropriate certification block(s) below, sign and date the form, include attachments as noted and deliver to TxDOT's designated district representative.

#### Upon Acceptance of Construction on a Project

##### Within 30 days of project acceptance:

- Construction Acceptance by the County** — County certifies it has accepted construction work. (attach county acceptance letter to the contractor or written statement by authorized county representative that project has been completed by county forces)

##### Within 60 days of project acceptance:

- County Road System and Project Maintenance** — County certifies the completed project is part of the county road system and it will maintain this transportation infrastructure improvement. (no attachment required)
- Environmental Compliance** — County certifies all identified environmental laws, regulations and permit requirements have been followed and the project was constructed in environmental regulatory conformance. (no attachment required)
- Compliance with Texas Accessibility Standards and ADA** — County certifies the construction of the transportation infrastructure project is in compliance with applicable Texas Accessibility Standards issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Texas Government Code, Chapter 469. (no attachment required)
- Historically Underutilized Business (HUB) Program Requirements** — County certifies all applicable requirements of the Comptroller of Public Accounts' HUB Program have been followed. (no attachment required)
- Compliance with Laws** — County certifies it has complied with applicable federal, state and local laws, statutes, ordinances, rules and regulations, permitting requirements, and the applicable orders and decrees of any courts or administrative bodies. (no attachment required)
- Certification of Completion** — County certifies the attached summary of allowable costs and amounts reimbursed from the fund complies with the applicable requirements of Title 43, Texas Administrative Code, Subchapter O and the Texas Uniform Grant Management Standards. (attach summary)
- Project Documentation/Records** — County certifies it will retain all project-related documents and records related to this project for three years from its receipt of final payment from TxDOT. (no attachment required)

##### County Performed Work

- Compliance with Standards** — County certifies the project was constructed in substantial compliance with the plans, specifications and quality assurance requirements. (no attachment required)

##### Contracted Work

- Registered Professional Engineer Certification** — County has obtained written certification from a Texas Registered Professional Engineer that the project was constructed in substantial compliance with the plans, specifications and quality assurance requirements. (attach certification)
- Construction Contract Procurement** — County certifies it has followed required state laws and regulations applicable to procurement and selection of the construction contractor for this project. (no attachment required)

County Authorized Representative Signature \_\_\_\_\_

Date 11/14/2016

County Authorized Representative Name \_\_\_\_\_

Paul Pape

Title County Judge

County Name: Bastrop

Project Name: Bastrop 2014 CTIF Award

**SUMMARY OF ALLOWABLE COSTS & AMOUNTS REIMBURSED**

Reimbursement Request	Period	Pct 2 - South Old Potato Road			Pct 3 - Humble Lane			Total Cost	Total Reimbursed at 90%	
		Labor	Equipment	Materials	Labor	Equipment	Materials			
1	Jun/Jul 2015			\$ 56,934.96			\$ 128,920.69	\$ 185,855.65	\$ 167,270.09	
2	Aug 2015			\$ 26,228.68			\$ 13,593.23	\$ 39,821.91	\$ 35,839.72	
3	Sep 2015			\$ 63,278.64			\$ 23,690.82	\$ 86,969.46	\$ 78,272.51	
4	Oct 2015			\$ 3,101.68				\$ 19,866.79	\$ 17,880.11	
5	Nov 2015			\$ 2,584.93				\$ 2,584.93	\$ 2,326.44	
	<b>TOTAL</b>			\$ 16,765.11	\$ -	\$ 152,128.89	\$ -	\$ -	\$ 166,204.74	\$ 335,098.74
	<b>REIMBURSED TOTAL</b>			\$ 15,088.60	\$ -	\$ 136,916.00	\$ -	\$ -	\$ 149,584.27	\$ 301,588.87



HCC

Texas Bonding Company  
601 S. Figueroa Street, Suite 1600, Los Angeles, California 90017  
main 310 649 0990 facsimile 310 649 0416

**ITEM 16**

BOND NO. 1001057875  
PREMIUM \_\_\_\_\_

**MAINTENANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, Jimmy Evans Company, Ltd.

\_\_\_\_\_ (hereinafter called Principal), as Principal, and TEXAS BONDING COMPANY, a corporation, organized and existing under the laws of the State of California and authorized to transact a general surety business in the State of Texas, (hereinafter called Surety), as Surety, are held and firmly bound unto

Bastrop County

(hereinafter called Obligee), in the sum of One Hundred Sixty Four Thousand Six Hundred Twenty Five and 29/100's

\_\_\_\_\_ DOLLARS (\$ 164,625.29 ), lawful money of the United States of America, to be paid to the said Obligee, or its successors or assigns, to the payment of which sum well and truly to be made, we do bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal entered into a contract with the said Obligee, dated October 29, 2015,

for Las Colinas Subdivision, Elgin, Texas, Bastrop County

\_\_\_\_\_ and,

WHEREAS, the Obligee requires that this bond be executed on or before the final completion and acceptance of said contract and

WHEREAS said contract was completed and accepted on the \_\_\_\_\_ 14th \_\_\_\_\_ day of \_\_\_\_\_ November \_\_\_\_\_, \_\_\_\_\_ 2016 \_\_\_\_\_.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall remedy

without cost to the Obligee, any defects which may develop during a period of \_\_\_\_\_ One (1) year from the date of completion and acceptance of the work performed under the contract, caused by defective or inferior materials or workmanship, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

SIGNED, SEALED AND DATED THIS \_\_\_\_\_ 14th DAY OF \_\_\_\_\_ November \_\_\_\_\_, \_\_\_\_\_ 2016 \_\_\_\_\_.

Jimmy Evans Company, Ltd.

By: [Signature] Principal

TEXAS BONDING COMPANY

By: [Signature]  
David S. Ballew, Attorney-in-Fact



**POWER OF ATTORNEY**  
**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY**  
**UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

**David S. Ballew or William Kim Wade of Austin, Texas**

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed \*\*\*\*\*Ten Million\*\*\*\*\* Dollars (\$ \*\*10,000,000.00\*\*).

This Power of Attorney shall expire without further action on December 20, 2017. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

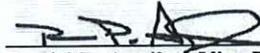
IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of December, 2014.

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY**  
**UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

Corporate Seals



By:

  
**Daniel P. Aguilar, Vice President**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
 County of Los Angeles SS:

On this 1st day of December, 2014, before me, Maria G. Rodriguez-Wong, a notary public, personally appeared Dan P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.  
 WITNESS my hand and official seal.

Signature  (Seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 14th day of November, 2016

Corporate Seals





**Kio Lo, Assistant Secretary**

Bond No. 1001057875  
 Agency No. 17029

# Texas Bonding Company



## **THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION**

To obtain information, make a complaint or assert a claim, or if you have a dispute concerning your premium, you should call the Surety's toll free telephone number for information at: 1-800-486-6695. You may also write to the Surety at:

**Texas Bonding Company**  
601 S. Figueroa St., Suite 1600  
Los Angeles, CA 90017

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write the Texas Department of Insurance at

P.O. Box 149104  
Austin, Tx 78714-9104  
Fax No. 512-475-1771

---

### **Important Notice Regarding Terrorism Risk Exclusions**

Notwithstanding anything to the contrary in the Construction Contract and Bond, the Bond to which this Rider is attached does not provide coverage for, and the Surety thereon shall not be liable for, acts of terrorism, riot, civil insurrection, acts of war or armed hostilities or other national or international calamity, directly or indirectly frustrating performance of, or directly or indirectly causing any loss or damage under, the Construction Contract for which this Bond was issued.

---

### **Exclusion of Liability for Mold, Mycotoxins, Fungi & Environmental Hazards**

Notwithstanding anything to the contrary in the Construction Contract and Bond, the Bond to which this Rider is attached does not provide coverage for, and the Surety thereon shall not be liable for, molds, living or dead fungi, bacteria, allergens, histamines, spores, hyphae, or mycotoxins, or their related products or parts, nor for any environmental hazards, bio-hazards, hazardous materials, environmental spills, contamination, or cleanup, nor the remediation thereof, nor the consequences to persons, property, or the performance of the bonded obligations, of the occurrence, existence, or appearance thereof.

**ITEM 17**



**Engineering & CIP Department**

Carolyn Dill, P.E. – Director

Sonia Thomas, Planning Technician

211 Jackson St.  
Bastrop, Texas 78602  
512.581.4076

FAX: 512.581.7178  
[sonia.thomas@co.bastrop.tx.us](mailto:sonia.thomas@co.bastrop.tx.us)

TO: Members of the Bastrop County Commissioners Court

FROM: Sonia Thomas

DATE: November 9, 2016

RE: Discussion and possible action regarding an existing metes and bounds division of 3.337 (Tract 7-D) acres out of 22.002 acres in the Nancy Blakey Survey; Precinct 1; (pursuant to Section 232.0015 of the Texas Local Government Code)

History:

1985 – 3.337 (Tract 7-D) acres was separated out of 22.002 acres by metes & bounds description.

1997 – Tract 7-D acres was conveyed by metes & bounds description.

1998 – The property owners of the Tract 7-D acres applied for development and septic permits on the property receiving Bastrop County permitting office approval.

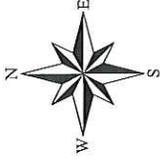
2016 – The property owners of Tract 7-D acres applied for a development permit. However, the permit has been denied until compliance with the land division is resolved.

The property owners are requesting for Commissioners Court to grant an exemption from the plat requirements to resolve the land division.

There has been an existing home on Tract 7-D with a 30' recorded access easement from Mt. Olive Rd which has been occupied by a resident since 1999, and it has been separated by metes & bounds description for 31 years.

Attachments: Aerial Map, and Metes & Bounds Description

Nancy Blakey  
3.667 Acres; R57585



1 inch = 261 feet

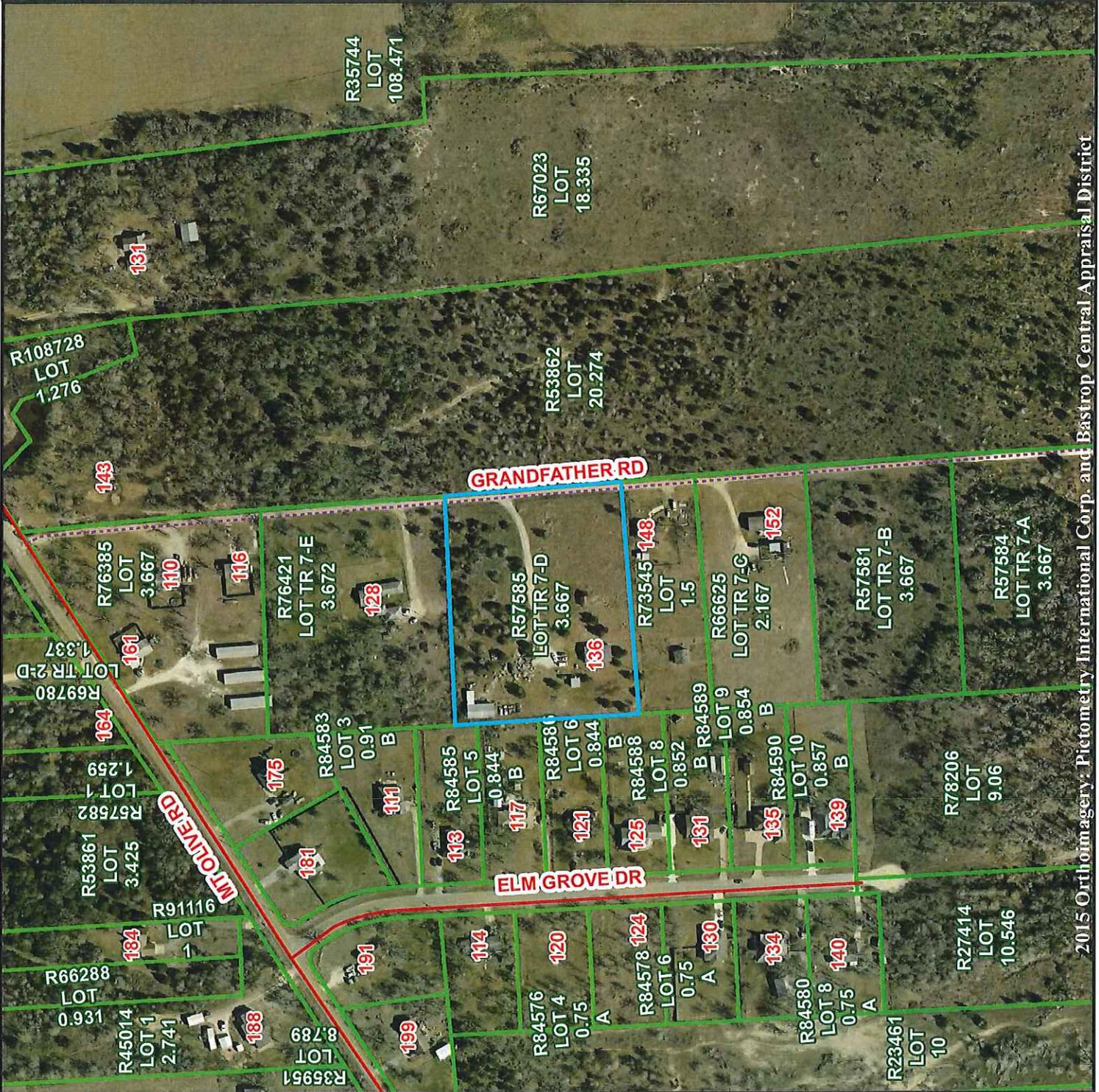
Map Produced: 10/20/2016

VICINITY MAP 1 in = 6,081 feet



BASTROP  
COUNTY  
TEXAS

DISCLAIMER:  
Bastrop County provides this map "as is" and assumes no liability for its completeness or accuracy. This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.



DALE L. OLSON  
Registered Public Surveyor  
(612) 321-6474

VOL 365 PAGE 879

711 Water

Bastrop, Texas 78602

FIELD NOTES FOR TRACT NO. 7-D, A 3.667 ACRE TRACT OUT OF A 22.002 ACRE TRACT  
IN THE NANCY BLAKEY AND THE J.M. BANGS SURVEYS IN BASTROP COUNTY, TEXAS.

Being a 3.667 acre tract or parcel of land out of and being a part of the NANCY  
BLAKEY and the J.M. BANGS SURVEYS in Bastrop County, Texas and being a part of  
that certain 22.002 acre tract described as Tract #7 and set aside to Mattie  
M. Thorne in a correction partition deed dated March 21, 1984, recorded in Vol.  
330, Pg. 810, Bastrop County Deed Records. Herein described 3.667 acre tract  
or parcel being more particularly described by notes and bounds as follows:

COMMENCING for reference at an iron rod found in a fence line at the south-  
east corner of the before mentioned 22,002 acre tract.

THENCE with the east line of the said 22,002 acre tract, N 3° 00' 00" W,  
1029.70 feet to an iron rod set for the POINT OF BEGINNING, the southeast  
corner of this tract.

THENCE S 87° 00' 00" W, 452.51 feet to an iron rod set in the west line  
of the said 22,002 acre tract, for the southwest corner of this tract.

THENCE with the west line of the said 22,002 acre tract, N 1° 40' 46" W,  
356.31 feet to an iron rod set for the northwest corner of this tract.

THENCE N 87° 00' 00" E, 444.30 feet to an iron rod set in the east line of  
the said 22,002 acre tract, for the northeast corner of this tract.

THENCE with the east line of the said 22,002 acre tract, S 3° 00' 00" E,  
356.22 feet to the POINT OF BEGINNING, containing 3.667 acres of land, subject  
to a 30 foot roadway easement along the east line of the herein described tract.

*Dale L. Olson*

Dale L. Olson  
Registered Public Surveyor  
Reg. No. 1753



EXHIBIT B

FILED MAR 29 1985

*2:00 P M*  
*Jayne Schaefer*  
COUNTY CLERK  
BASTROP COUNTY, TEXAS

STATE OF TEXAS COUNTY 1<sup>ST</sup> BASTROP  
I hereby certify that this instrument  
was FILED on the date and hour stamped  
hereon by me and was duly RECORDED in  
the Volume and Page of the named  
RECORDS of Bastrop County, Texas, as  
Stamped herein by me on

APR 4 1985  
*Jayne Schaefer*  
COUNTY CLERK  
BASTROP COUNTY, TEXAS

# ITEM 18



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

Sonia Thomas – Planning Technician

211 Jackson St.  
Bastrop, Texas 78602  
512.581.4076

FAX: 512.581.7178

[sonia.thomas@co.bastrop.tx.us](mailto:sonia.thomas@co.bastrop.tx.us)

TO: Members of the Bastrop County Commissioners Court

FROM: Sonia Thomas

DATE: November 9, 2016

RE: Discussion and possible action regarding an existing metes and bounds division of Lot 58 FR, which established a 5.065 acres out of 11.8755 acres lot of the Circle "D" Country Acres, Section 1 subdivision; Precinct 2; (pursuant to Section 232.010 of the Texas Local Government Code)

Circle D Country Acres, Section 1 subdivision plat was recorded in 1970.

Lot 58 of this subdivision was separated into 2 lots by metes & bounds description in 2005.

History:

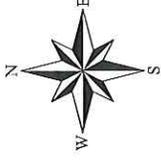
2016 – 5.065 (Lot 58 FR) transferred ownership.

2016 - The current property owner of Lot 58 FR wishes to apply for development and septic permit. However, the permits were denied until compliance with the land division issue is resolved.

The property owner is requesting for Commissioners Court to grant an exemption from the plat requirements to resolve the land division.

Attached: Aerial Map, and Metes & Bounds Description

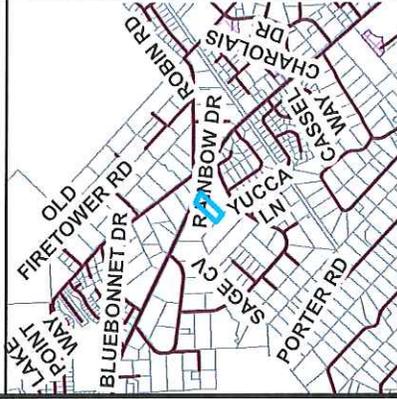
Circle D Country Acres  
Section 1  
R25766; 5.065 Acres



1 inch = 347 feet

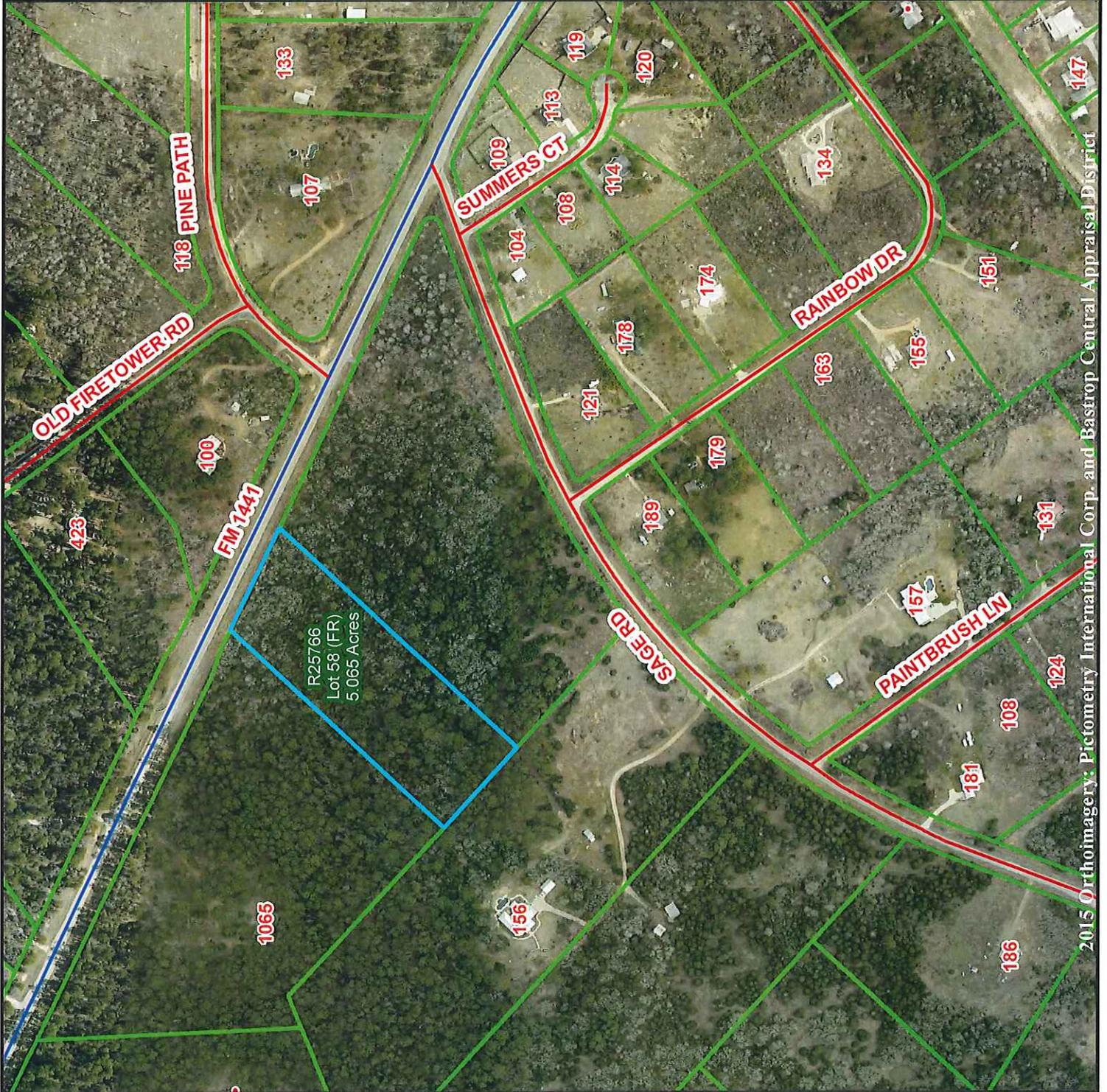
Map Produced: 11/07/2016

VICINITY MAP 1 in = 5,000 feet



BASTROP  
COUNTY  
TEXAS

**DISCLAIMER:**  
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V1522-P178

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS

Rose Pietsch

2005 APR 04 01:01 PM 200504955  
KRISTAB \$18.00  
ROSE PIETSCH, COUNTY CLERK  
BASTROP COUNTY, TEXAS

All that certain tract or parcel of land, lying and being situated in Bastrop County, Texas, a part of the Bastrop Town Tract, and being a portion of tract #58 of section 1 of Circle D Country Acres, according to a plan of said subdivision of record in Volume 2, page 9 of the Map or Plat Records of Bastrop County, and being more fully described by notes and bounds as follows:

COMMENCING at a 1/2 inch steel pin in the Northwest R.O.W. line of FM road #1441, said point being in the East corner of said tract #58 of which this tract is a part thereof;

THENCE with said R.O.W. line North 62°39'00" West 290.17 feet to a 1/2 inch steel pin set in place for the East corner and Beginning Point hereof;

THENCE South 43°52'00" West 732.35 feet to a 1/2 inch steel pin set in the Northeast line of tract #57 for the South corner hereof, and from which the South corner of said tract #58 bears South 46°08'00" East 277.72 feet;

THENCE North 46°08'00" West with Northeast line of said tract #57 433.05 feet to a 1/2 inch steel pin set in the bed of a branch for the West corner hereof;

THENCE with said branch in the center thereof as follows:

1. North 76°40'00" East 234.17 feet,
2. North 44°05'00" East 178.00 feet,
3. North 48°02'00" East 126.42 feet,
4. North 27°32'50" East 76.43 feet,
5. North 69°24'29" East 73.42 feet,

to the common corner of tract #58 and tract #50, same being at the intersection of the Northwest R.O.W. line of said FM road #1441 with the center of said branch;

THENCE with said R.O.W. line South 62°39'00" East 150 feet to an angle point for corner;

THENCE South 68°41'38" East 100.50 feet to a steel pin for corner;

THENCE South 62°59'00" East 41.07 feet to the Place of Beginning and containing 3.063 acres of land.

EXHIBIT "A-1"

# ITEM 19



## Engineering & CIP Department

Carolyn Dill, P.E. – Director

Sonia Thomas – Planning Technician

211 Jackson St.  
Bastrop, Texas 78602  
512.581.4076

FAX: 512.581.7178

[sonia.thomas@co.bastrop.tx.us](mailto:sonia.thomas@co.bastrop.tx.us)

TO: Members of the Bastrop County Commissioners Court

FROM: Sonia Thomas

DATE: November 9, 2016

RE: Discussion and possible action regarding an existing metes and bounds division of Lot 4 (FR) and all of Lot 3, which established a 0.237 acres in the Revised Town of Paige, Block 20; Precinct 2; (pursuant to Section 232.010 of the Texas Local Government Code)

Revised Town of Paige, an unincorporated community which laid out blocks and lots in the late 1800's.

### History:

1999 – Lot 4 (FR) was split into two fractions.

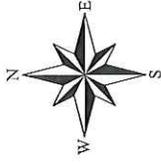
2014 – Lot 4 (FR) was conveyed by metes & bounds description.

2016 – The property owners combined Lot 4 (FR) and all of Lot 3 by metes & bounds description, and has applied for a development permit. However, the permit has been denied until compliance with the land division issue is resolved.

The property owners are requesting for Commissioners Court to grant an exemption from the plat requirements to resolve the land division.

Attached: Aerial Map, and Metes & Bounds Description

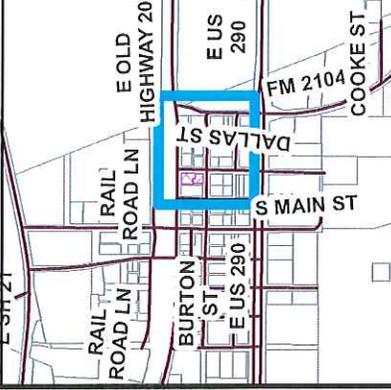
Revised Town of Paige



1 inch = 91 feet

Map Produced: 11/09/2016

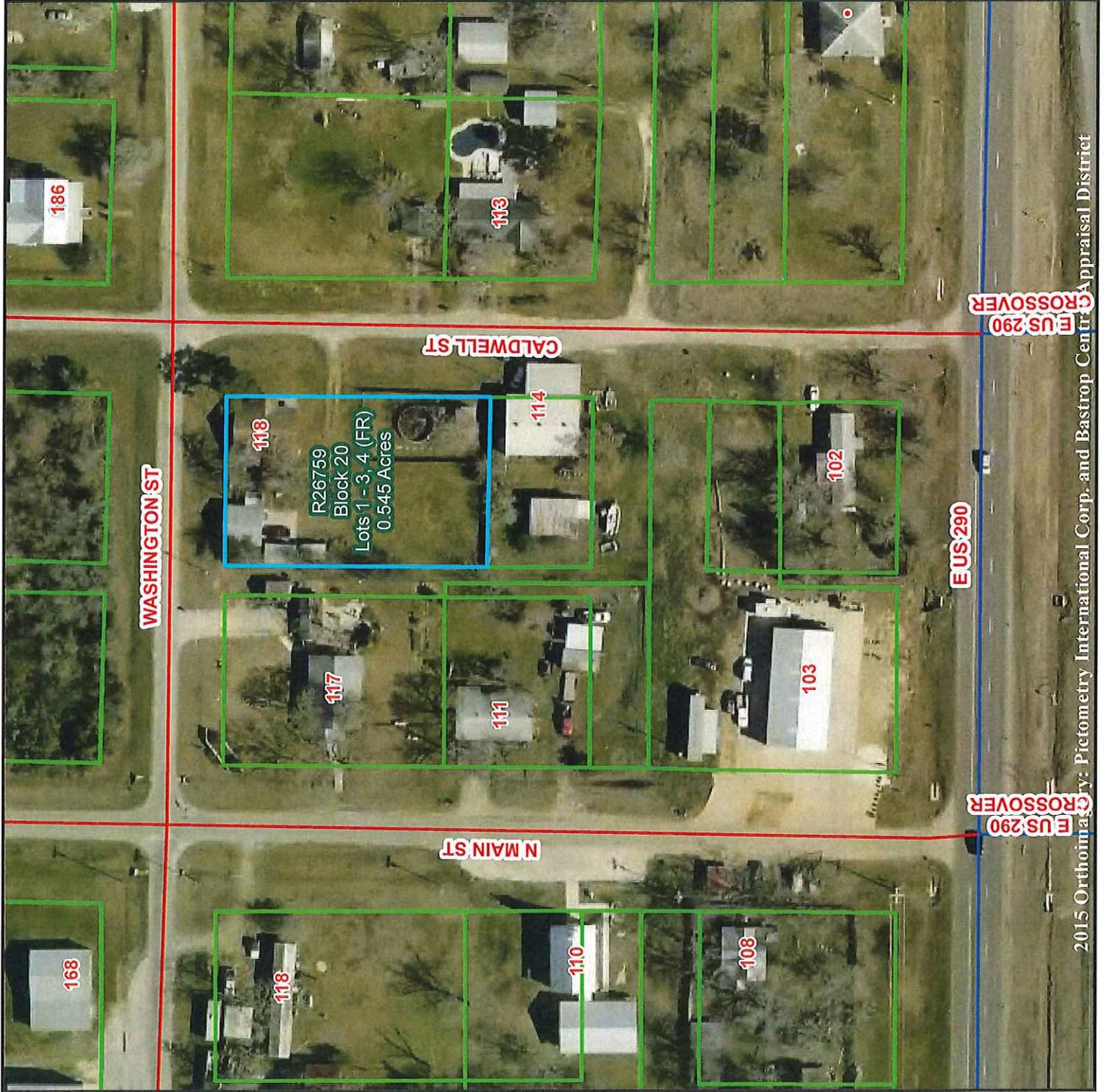
VICINITY MAP 1 in = 2,083 feet



BASTROP COUNTY TEXAS

DISCLAIMER:

Bastrop County provides this map "as is" and assumes no liability for its completeness or accuracy. This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.



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

P.O. Box 1917  
Bastrop, Texas 78602  
512-303-4185  
Firm Reg. #10058400  
jgaron@austin.rr.com

November 8, 2016

**LEGAL DESCRIPTION:** BEING 0.237 ACRE OF LAND, LYING IN AND BEING ALL OF LOT 3 AND A PORTION OF LOT 4, BLOCK 20; TOWN OF PAIGE ACCORDING TO THE PLAT OF RECORD IN PLAT CABINET 1, PAGE 2A OF THE PLAT RECORDS OF BASTROP COUNTY, TEXAS AND BEING A PORTION OF THAT CERTAIN TRACT OF LAND DESCRIBED IN A DEED TO STEVEN KURT HITT AND TAMI CLAY HITT BY DEED RECORDED IN VOLUME 2336, PAGE 690 OF THE OFFICIAL RECORDS OF BASTROP COUNTY, TEXAS; SAID 0.237 ACRE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JAMES E. GARON & ASSOCIATES IN OCTOBER, 2016:

**BEGINNING** at a 1/2" iron rod set in the westerly right-of-way line of Caldwell Street for the northeast corner hereof and said Lot 3, Block 20, being the southeast corner of Lot 2, Block 20, Town of Paige;

THENCE S 02°14'30" W a distance of 89.74 feet with the westerly right-of-way line of said Caldwell Street, the easterly lines of said Lots 3 and 4, Block 20 to a 1/2" iron rod set for the southeast corner hereof and said Hitt tract, being the northeast corner of that certain tract of land conveyed to W. Ward Richardson by deed recorded in volume 1327, page 701 of said official records, from which said southeast corner a calculated point at the southeast corner of said Lot 4, Block 20, being the northeast corner of Lot 5, Block 20, Town of Paige bears S 02°14'30" W a distance of 10.00 feet;

THENCE N 87°45'30" W a distance of 115.00 feet and crossing said Lot 4, Block 20 to a 1/2" iron rod set in the easterly line of a twenty (20) foot wide Alley Way for the southwest corner hereof and said Hitt tract, the northwest corner of said Richardson tract;

THENCE N 02°14'30" W a distance of 89.74 feet with the easterly line of said Alley Way, the westerly lines of said Lots 4 and 3, Block 20 to a 1/2" iron rod set for the northwest corner hereof and said Hitt tract, being the southwest corner of said Lot 2, Block 20;

THENCE S 87°45'30" E a distance of 115.00 feet with the common line of said Lots 2 and 3, Block 20 to the **POINT OF BEGINNING**, containing 0.237 acre of land, more or less and as shown on map of survey prepared herewith.

Surveyed by:



James E. Garon  
Registered Professional Land Surveyor  
Server: Co\Bastrop\Town of Paige\66516.doc



**2017 Bastrop County Resolution  
Indigent Defense Grant Program**

WHEREAS, under the provisions of the Texas Government Code Section 79.037 and Texas Administrative Code Chapter 173, counties are eligible to receive grants from the Texas Indigent Defense Commission to provide improvements in indigent defense services in the county; and

WHEREAS, this grant program will assist the county in the implementation and the improvement of the indigent criminal defense services in this county; and

WHEREAS, Bastrop County Commissioners Court has agreed that in the event of loss or misuse of the funds, Bastrop County Commissioners assures that the funds will be returned in full to the Texas Indigent Defense Commission.

NOW THEREFORE, BE IT RESOLVED and ordered that the County Judge of this county is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Indigent Defense Formula Grant Program and all other necessary documents to accept said grant; and

BE IT FURTHER RESOLVED that the County Auditor is designated as the Financial Officer for this grant.

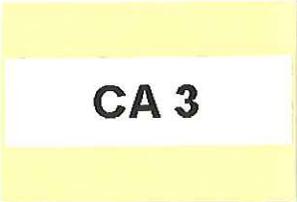
Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Paul Pape  
County Judge

Attest:

\_\_\_\_\_  
County Clerk

**NOTICE OF PUBLIC HEARINGS  
PLANNING AND ZONING COMMISSION AND CITY COUNCIL**



Dear Property Owner:

The **Bastrop Planning and Zoning Commission** will conduct a public hearing on **Thursday, November 10, 2016, at 6:00 p.m.** and the **Bastrop City Council** will conduct a public hearing (first reading) **Tuesday, November 22, 2016 at 6:30 p.m.** and a second reading (not a public hearing) on **Tuesday, December 13, 2016 at 6:30 p.m.** in the **City Hall Council Chambers located at 1311 Chestnut Street, Bastrop, Texas** to consider a request for a Conditional Use Permit to allow a manufactured home at 202 MLK. The property consists of +/-0.137 acres, being a portion of Building Block 60, east of Main Street, an area zoned SF-7, Single Family Residential, within the city limits of Bastrop, Texas.

Owner/Application: Jose G. Martinez and Miriam Salas

Address: 202 MLK

Legal Description: +/-0.137 acres, being a portion of Building Block 60, East of Main Street

**PLEASE SEE ATTACHED SITE LOCATION MAP & LETTER FROM PROPERTY OWNER**

As a property owner within 200' of the above referenced property, you are being notified of the public hearings and invited to attend to express your opinion. Petitions and letters, either in support or opposition to this request, may be submitted to the Planning Department at 1311 Chestnut Street or mailed to P.O. Box 427, Bastrop, Texas 78602 (512) 332-8840 any time prior to the public hearings.

For additional information, please visit or call the Planning & Development offices.

✂

✂

**PROPERTY OWNER'S RESPONSE**

✂

As a property owner within 200': (please check  one)

- I am in favor of the request.
- I am opposed to the request.
- I have no objection to the request.

Property Owner Name: \_\_\_\_\_

Property Address: \_\_\_\_\_

Phone (optional): \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Email (optional): \_\_\_\_\_

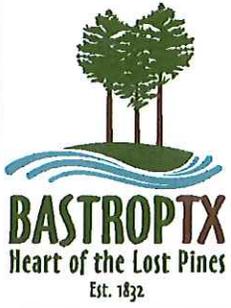
Property Owner's Signature: \_\_\_\_\_

Comments: (Optional)

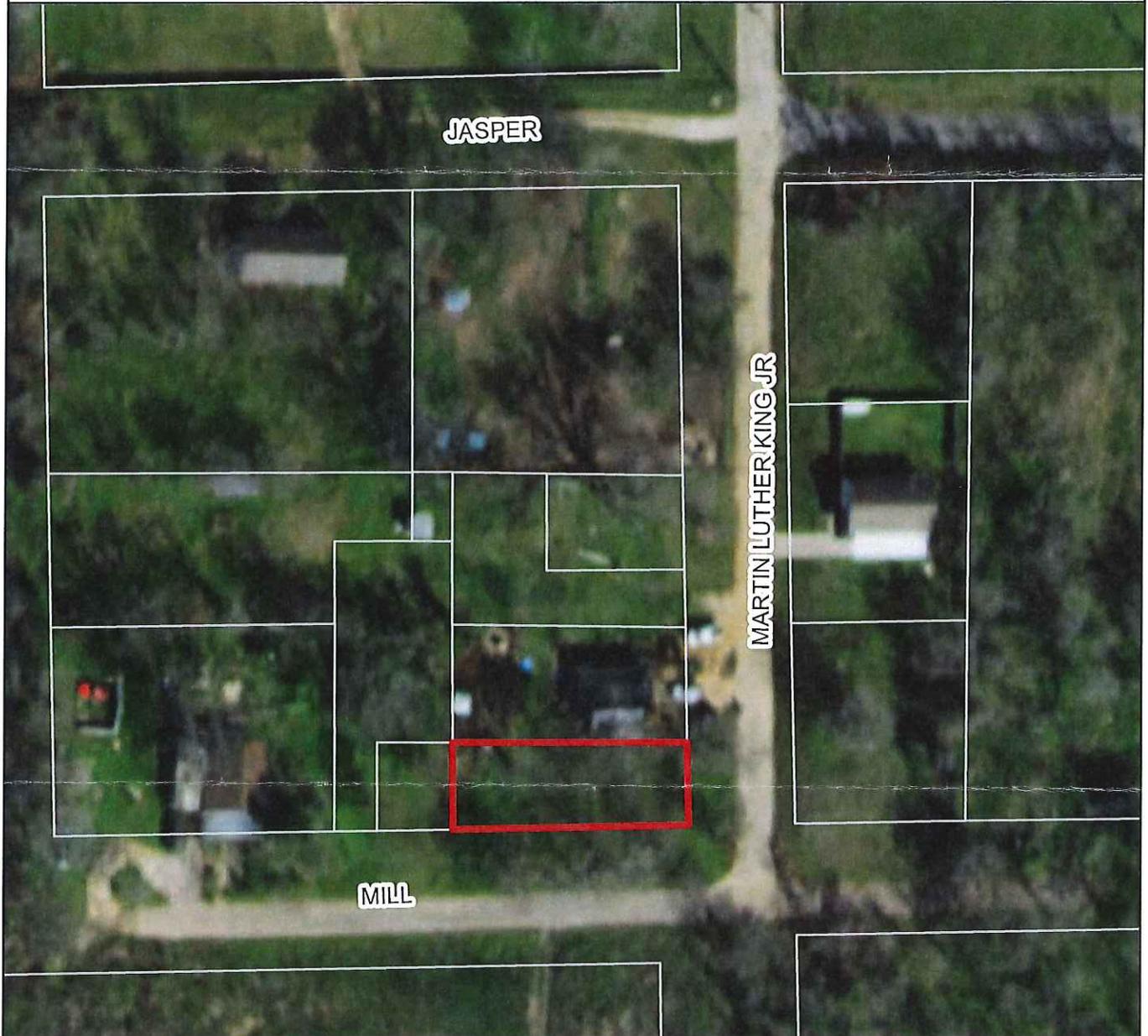
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Please provide reply to: Planning and Development Department  
City of Bastrop, P.O. Box 427, Bastrop, Texas 78602  
or via fax (512) 332-8829

Re: Conditional Use Permit for a manufactured home at 202 MLK, notices mailed October 21, 2016



# Property Location Map for 202 MLK



## Legend



# ITEM CA4



## Engineering & CIP Department

Carolyn Dill, P.E. – Director

Sonia Thomas, Planning Technician

211 Jackson St.  
Bastrop, Texas 78602  
512.581.4076

FAX: 512.581.7178

[sonia.thomas@co.bastrop.tx.us](mailto:sonia.thomas@co.bastrop.tx.us)

TO: Members of the Bastrop County Commissioners Court

FROM: Sonia Thomas

DATE: November 9, 2016

RE: Discussion and possible action regarding the Amending Plat of Lots 1 & 2, Ponderosa Park; Owner: Zachary B. Stearns; Surveyor: Dale L. Olson Surveying Co.; Precinct 2

The property owner is applying to reconfigure Lots 1 & 2 of Ponderosa Park on the corner of Ponderosa Road and E. SH 71. Lots 1 & 2 will have a 50' X 50' Joint Use Access Easement with a note on the plat which prescribes maintenance requirements. The entrance from E. SH 71 has been approved by TxDOT.

This meets all state laws and county regulations.

The approval of an amending plat is a discretionary act for the Commissioners Court according to Section 212.016 of the Local Government Code and as adopted in the Bastrop County Subdivision Regulations.

Attachment: Final Plat



CA 5



**Engineering & CIP Department**

Carolyn Dill, P.E. – Director

Sonia Thomas, Subdivision Coordinator

211 Jackson St.

Bastrop, Texas 78602

512.581.4076

FAX: 512.581.7178

[sonia.thomas@co.bastrop.tx.us](mailto:sonia.thomas@co.bastrop.tx.us)

TO: Members of the Bastrop County Commissioners Court

FROM: Sonia Thomas

DATE: November 9, 2016

RE: Discussion and possible action regarding the Las Colinas Estates Subdivision; divide 148 lots out of a 100 acres; Precinct: 4; Owner: Las Colinas Estates, LP.; Surveyor: George E. Lucas; Engineer: 4Cuatro Consultants, LTD.

The property owner is dividing 148 lots (from 0.500 acres to 1.125 acres in size) out of a 100 acres on E. U.S. 290. This final plat is related to the preliminary plat that was approved by the court on 08/25/15.

This meets all state laws and county regulations. Approval of this plat by the Commissioners Court is required according to Section 232.002 of the Local Government Code.

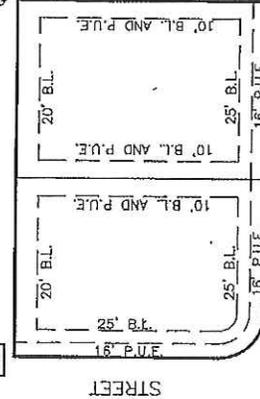
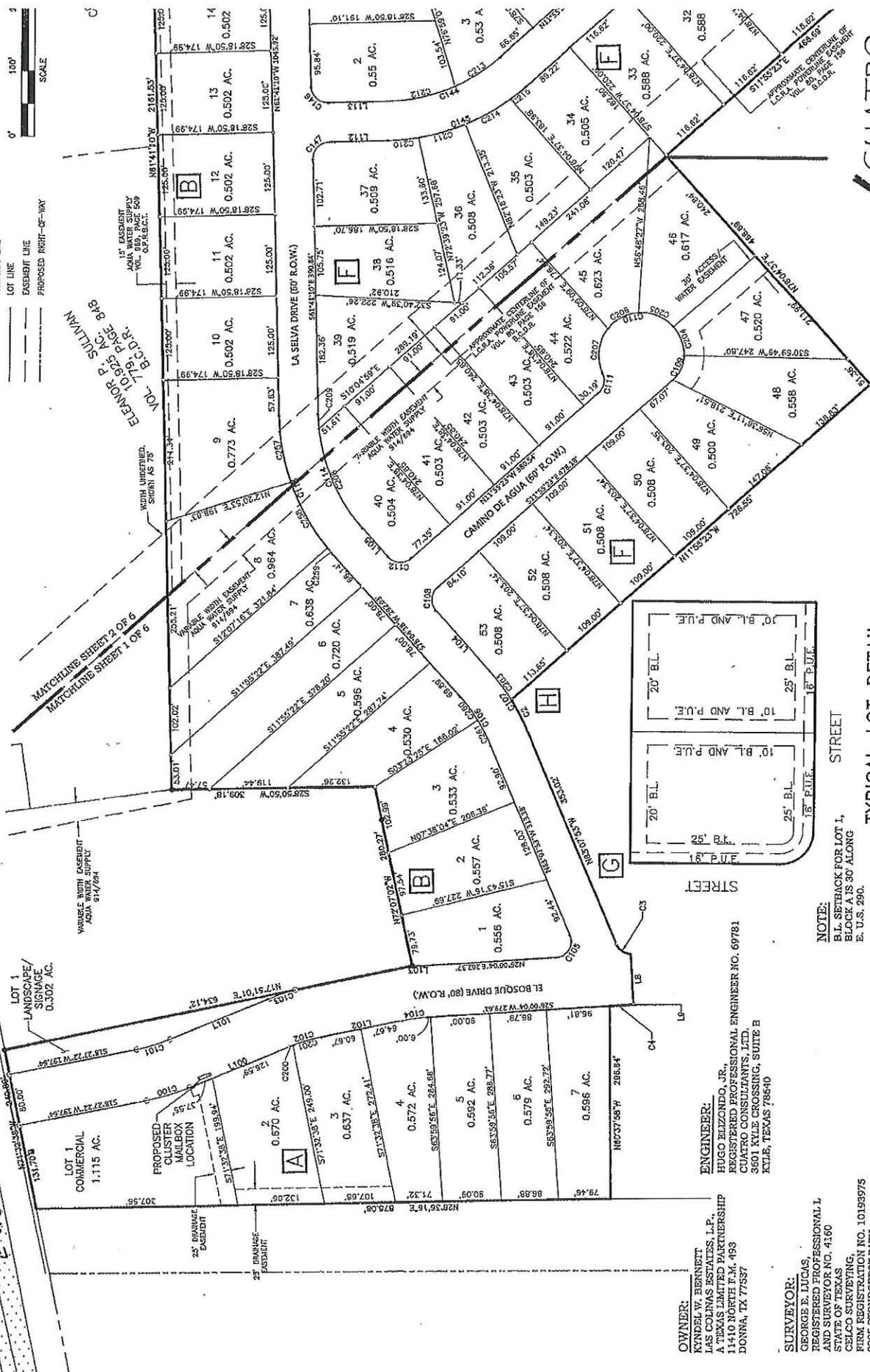
Attachments: Final Plat and Declaration of Covenants, Conditions, Easements & Restrictions

# LAS COLINAS ESTATES SUBDIVISION 100.00 ACRES BASTROP COUNTY, TEXAS

*E.U.S. 290 (R.O.W.) VARIES*

**LEGEND**

- DENOTES BENCHMARK (SEE NOTE)
- DENOTES 1/2" ST. IR. SET
- DENOTES 1/4" ST. IR. PHIL.
- DENOTES PUBLIC UTILITY FACILITY
- DENOTES ORANGE EASEMENT
- DENOTES BLOCK NAME
- PROPERTY LINE
- LOT LINE
- EASEMENT LINE
- PROPOSED RIGHT-OF-WAY



**OWNER:**  
KIMBERLY BERNETT  
LAS COLINAS ESTATES, L.P.  
A TEXAS LIMITED PARTNERSHIP  
11410 NORTH F.M. 499  
DONNA, TX 77557

**ENGINEER:**  
HUGO BELONDO, JR.,  
REGISTERED PROFESSIONAL ENGINEER NO. 69781  
CUATRO CONSULTANTS, LTD.  
3601 EVILE CROSSING, SUITE B  
KULB, TEXAS 76640

**SURVEYOR:**  
GEORGE E. LUCAS,  
REGISTERED PROFESSIONAL L  
AND SURVEYOR NO. 4150  
3500 W. WILSON  
CELIAO SURVEYING  
FIRM REGISTRATION NO. 10199975  
2205 STONECREST PATH  
NEW BRAUNFELS, TEXAS 78130



# LAS COLINAS SUBDIVISION 100.00 ACRES BASTROP COUNTY, TEXAS

**LEGEND**

- DENOTES BENCHMARK (SEE NOTE)
- DENOTES 1/2" ST. S& SET
- DENOTES 1/2" ST. S& FID.
- PUBLIC UTILITY EASEMENT
- DRAINAGE EASEMENT
- BLOCK NAME
- PROPERTY LINE
- LOT LINE
- EASEMENT LINE
- PROPOSED RIGHT-OF-WAY

EDUARDO LIRIO  
VOL. 9183 AC. PAGE 421  
VOL. 8103 AC. PAGE 421

CROWN CASTLE GT. CO.  
VOL. 11271 AC. PAGE 454  
VOL. 8103 AC. PAGE 421

ELMOR P. SULLMAN  
VOL. 7191 AC. PAGE 848  
VOL. 8103 AC. PAGE 421

CHRIS DALTON  
VOL. 11283 AC. PAGE 638  
VOL. 8103 AC. PAGE 421

ELIZABETH BARRB  
VOL. 926 AC. PAGE 515  
VOL. 8103 AC. PAGE 421

FRED HAMILTON  
VOL. 1745 AC. PAGE 659  
VOL. 8103 AC. PAGE 421

VENADOS DRIVE (60' R.O.W.)  
VOL. 1502 AC. PAGE 220  
VOL. 8103 AC. PAGE 421

LA SELVA DRIVE (60' R.O.W.)  
VOL. 1502 AC. PAGE 220  
VOL. 8103 AC. PAGE 421

LA SELVA DRIVE (60' R.O.W.)  
VOL. 1502 AC. PAGE 220  
VOL. 8103 AC. PAGE 421

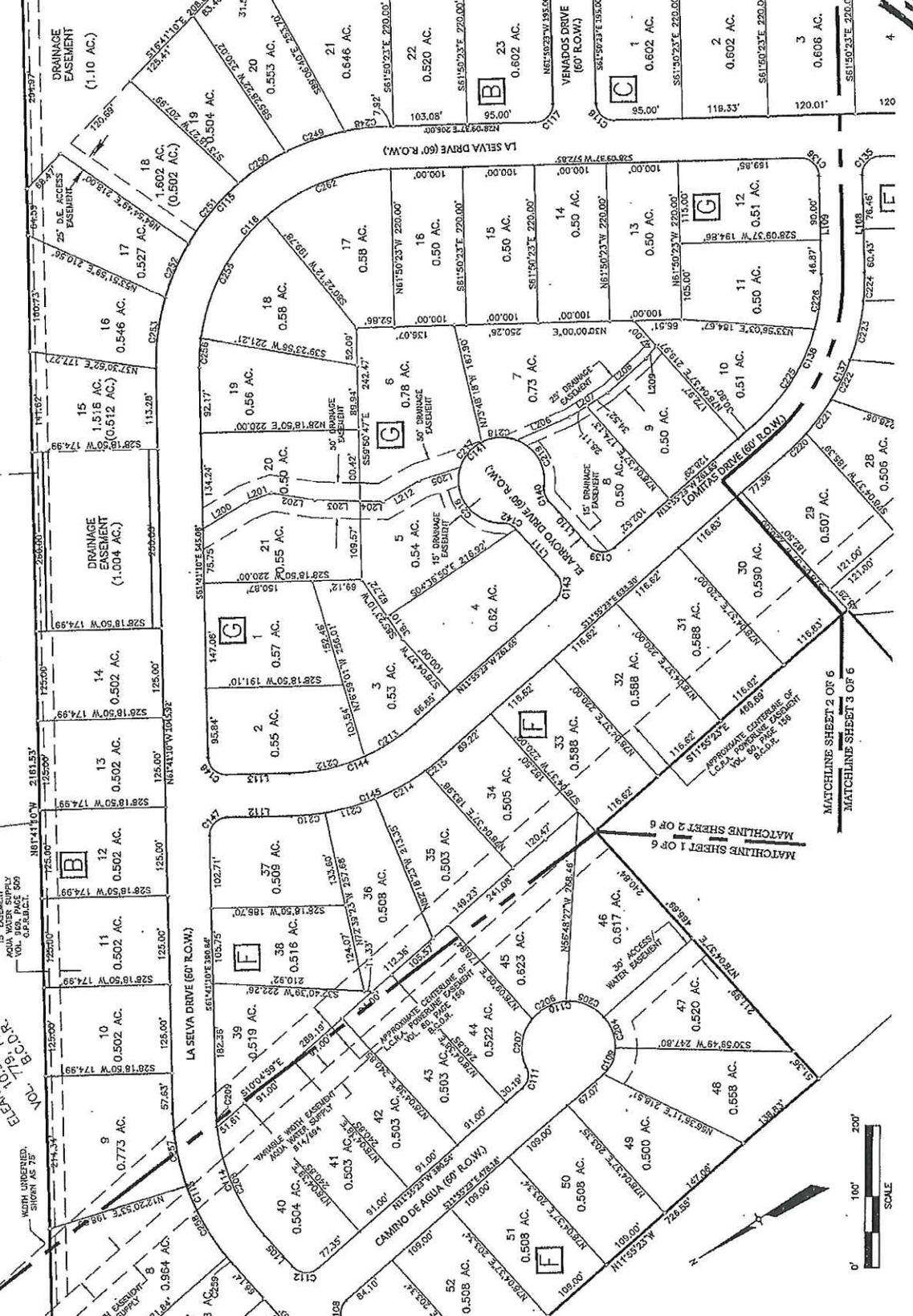
LA SELVA DRIVE (60' R.O.W.)  
VOL. 1502 AC. PAGE 220  
VOL. 8103 AC. PAGE 421

CAMINO DE AGUILA (60' R.O.W.)  
VOL. 1502 AC. PAGE 220  
VOL. 8103 AC. PAGE 421

LA SELVA DRIVE (60' R.O.W.)  
VOL. 1502 AC. PAGE 220  
VOL. 8103 AC. PAGE 421

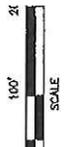
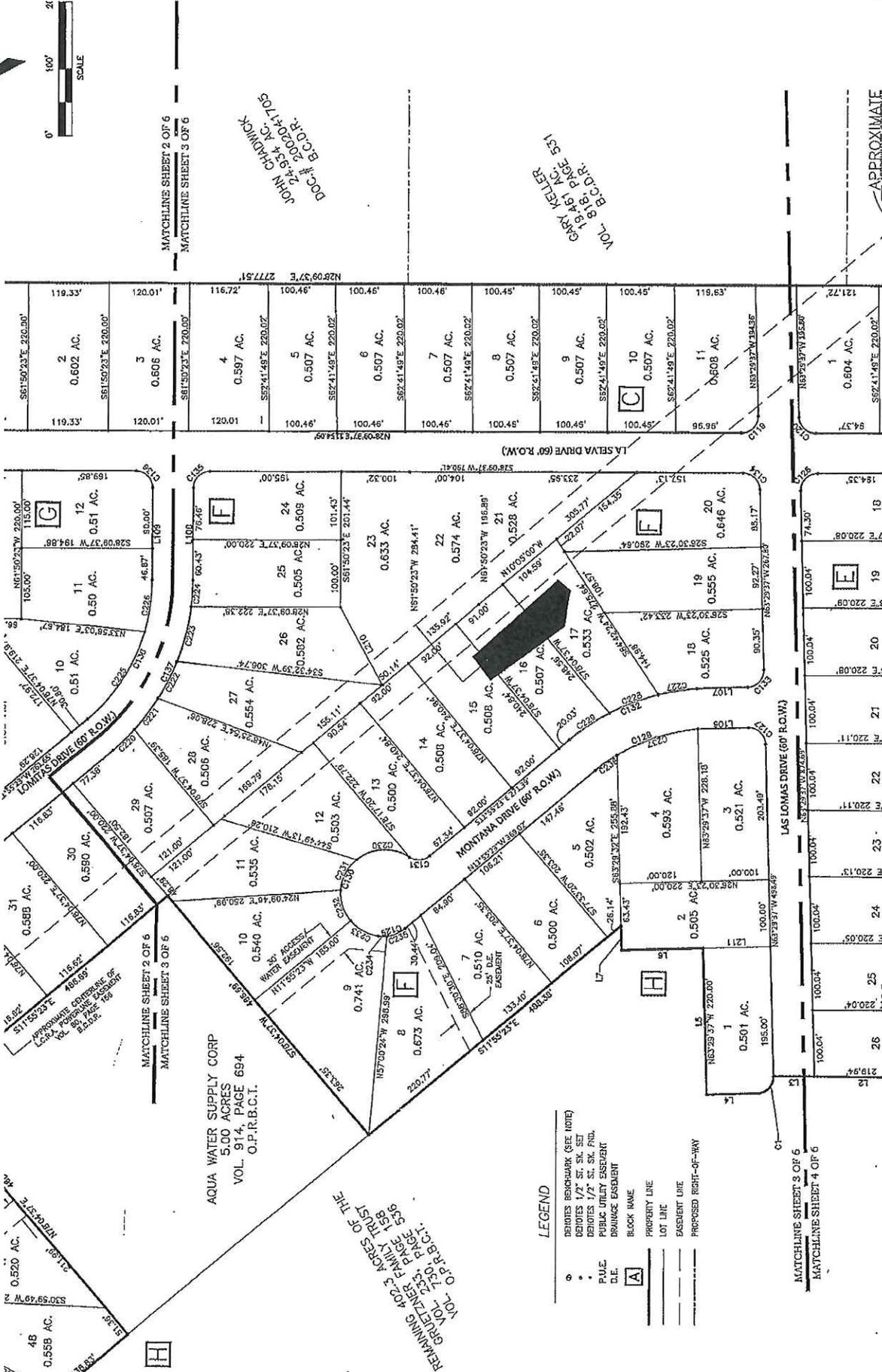
LA SELVA DRIVE (60' R.O.W.)  
VOL. 1502 AC. PAGE 220  
VOL. 8103 AC. PAGE 421

LA SELVA DRIVE (60' R.O.W.)  
VOL. 1502 AC. PAGE 220  
VOL. 8103 AC. PAGE 421



CUATRO

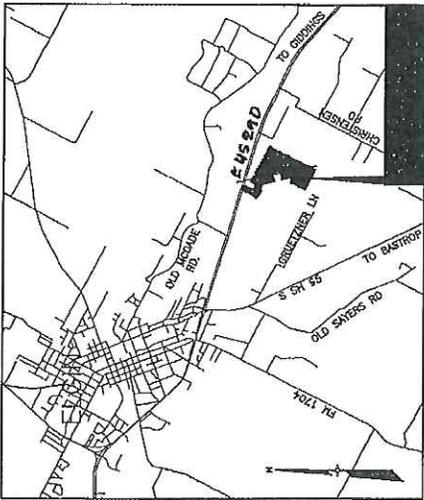
# LAS COLINAS ESTATES SUBDIVISION 100.00 ACRES BASTROP COUNTY, TEXAS



- LEGEND**
- DEVIANT BENCHMARK (SEE NOTE)
  - DEVIOTES 1/2" ST. SK. SET
  - DEVIOTES 1/2" ST. SK. FINL.
  - P.U.E. PUBLIC UTILITY EASEMENT
  - D.E. DRAINAGE EASEMENT
  - BLOCK NAME
  - PROPERTY LINE
  - LOT LINE
  - EASEMENT LINE
  - PROPOSED RIGHT-OF-WAY

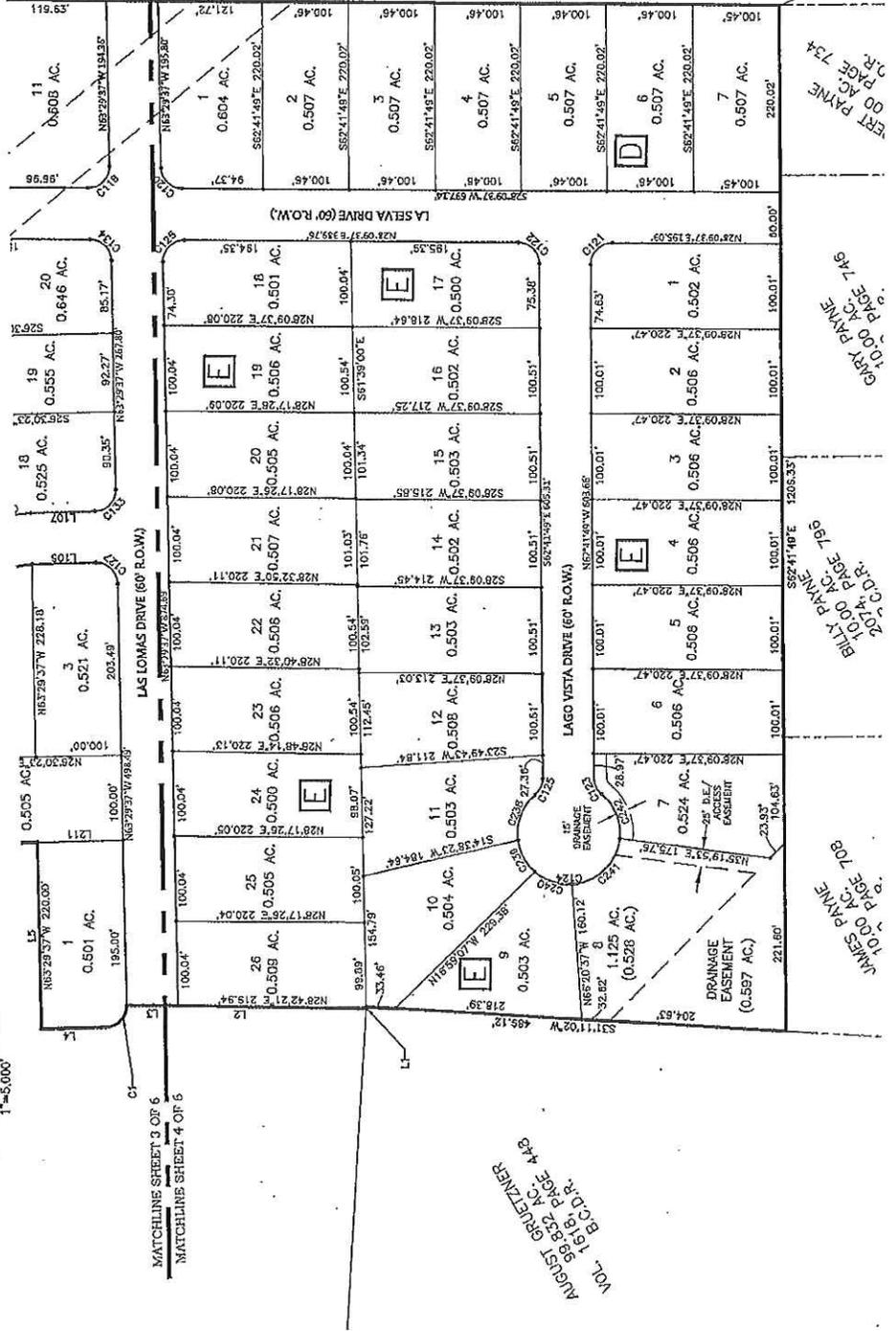
**ACUATRO**  
Consultants, LTD.  
New York, New York

# LAS COLINAS ESTATES SUBDIVISION 100.00 ACRES BASTROP COUNTY, TEXAS



### LEGEND

- DENOTES BENCHMARK (SEE NOTE)
- DENOTES 1/2 ST. S.K. SET
- DENOTES 1/2 ST. S.K. P.M.
- PUBLIC UTILITY EASEMENT
- DRAINAGE EASEMENT
- BLOCK NAME
- PROPERTY LINE
- LOT LINE
- EASEMENT LINE
- PROPOSED RIGHT-OF-WAY







**DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR THE LAS COLINAS ESTATES SUBDIVISION**

THE STATE OF TEXAS  
  
COUNTY OF BASTROP

§  
§  
§

**Preamble**

This Declaration of Covenants, Conditions, and Restrictions (the "Declaration") is made on \_\_\_\_\_, 2016, at Austin, Travis County, Texas, by **Las Colinas Estates, L.P., a Texas limited partnership** ("Declarant"), whose mailing address is P.O. Box 365, La Blanca, Hidalgo County, Texas 78558.

**Recitals**

WHEREAS, Declarant is the owner of all that certain real property (the "Property") located in Bastrop County, Texas, described as follows: **Lots 1 through 7, Block A; Lots 1 through 23, Block B; Lots 1 through 11, Block C; Lots 1 through 7, Block D; Lots 1 through 26, Block E; Lots 1 through 53, Block F, and Lots 1 through 21, Block G, LAS COLINAS ESTATES SUBDIVISION**, Bastrop County, Texas, according to the map recorded in Document Number \_\_\_\_\_, of the Map Records of Bastrop County, Texas, reference to which is here made for all purposes (the "Plat").

WHEREAS, the Declarant has devised a general plan for the development of the Property as a whole, with specific provisions for particular parts and parcels of the Property. This general plan provides a common scheme of development designed to protect and safeguard the Property over a long period.

WHEREAS, this general plan will benefit the Property in general, the parcels and lots that constitute the Property, the Declarant, and each successive owner of an interest in the Property.

NOW, THEREFORE, it is hereby declared that the Property shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and shall be binding on all parties having any right, title, or interest in or to the Property or any part thereof, and their heirs, successors and assigns, and which easements, restrictions, covenants and conditions shall inure to the benefit of each Owner (as hereinafter defined) thereof.

**ARTICLE 1  
DEFINITIONS**

- 1.01 The term "Lot" means each tract of land designated as a lot on the Plat.
- 1.02 The term "Owner" means every record Owner of a fee interest in a Lot.
- 1.03 The term "Residence" means a detached building designed for and used as a

dwelling by a Single Family and constructed on one or more Lots. The term "Residence" includes the term "Manufactured Home."

1.04 The term "Single Family" means a group of individuals related by blood, adoption, or marriage or a number of unrelated roommates not exceeding the number of bedrooms in a Residence.

1.05 The term "Structure" means any improvement on a Lot (other than a Residence), including a fence, wall, tennis court, swimming pool, outbuilding, or recreational equipment.

1.06. The term "Manufactured Home" means a HUD-code manufactured home or a mobile home.

1.07 The term "Declarant" includes the Declarant and an authorized agent of the Declarant.

1.08 The term "Property Owners Association" refers to the **LAS COLINAS ESTATES OWNERS ASSOCIATION, an unincorporated association.**

1.09 The term "Board" means the Board of Directors of the Property Owners Association.

1.10 The term "Bylaws" means the bylaws of the Property Owners Association adopted by the Board.

1.11 The term "Common Area" means all property within the Subdivision not designated as a Lot on the Plat of the Subdivision and that has not been accepted for maintenance by the applicable governmental body, which includes but is not limited to the decorative medians shown on the diagram attached hereto as **Exhibit "A"**. Declarant will convey the Common Area to the Property Owners Association.

1.12 The term "Member" refers to an Owner.

1.13 The term "Dedictory Instruments" means this Declaration and the Bylaws of the Property Owners Association.

1.14 The term "Assessment" means any amount due to the Property Owners Association by an Owner or levied against an Owner by the Property Owners Association under this Declaration.

## **ARTICLE 2 EXTERIOR MAINTENANCE**

Every Owner shall exercise reasonable care to keep buildings, streets, alleys, curbs, fences, sprinklers, signs, landscaping, lighting, and other related improvements and fixtures, whether enumerated or not, in neat and orderly condition, normal wear and tear excepted. If any Owner fails to perform any of the maintenance or repair obligations set forth in this Article, and if such failure continues for a period of thirty (30) days after written notice thereof is given to the defaulting Owner, the Declarant or any other Owner shall have the right to enter onto the Lot and perform the required maintenance and repair and to recover the reasonable cost thereof from the defaulting Owner. Specifically, but not in limitation of the preceding, such right to

maintain and repair shall include the right to cut any overgrown grass or weedy vegetation. The costs of any such work performed due to the default of an Owner in its maintenance obligations set forth in this Article shall be charged as a continuing lien upon that Lot until paid in full by the defaulting Owner.

### ARTICLE 3 EASEMENTS

All easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat. No shrubbery, fence, or other obstruction shall be placed in any easement. Right of use for ingress and egress shall be available at all times over any dedicated easement for purposes of installing, operating, maintaining, repairing, or removing any utility or any obstruction placed in such easement or alleyway that would interfere with the installation, maintenance, operation, or removal of such utility. No utility company, water district, political subdivision, or other authorized entity using these easements shall be liable for any damage done by them or their assigns, agents, employees, or servants, to fences, shrubbery, trees, flowers, or to other property of the Owner situated within the easement.

### ARTICLE 4 USE RESTRICTIONS AND ARCHITECTURAL STANDARDS

4.01 Use. All Lots, except Block A, Lot 1 shall be used for residential purposes only.

(a) Residential Use Lots. A Lot may only be used for an approved Residence or Manufactured Home. For residential lots no building shall be erected, altered, placed or permitted to remain on any Lot other than one detached Single Family dwelling not to exceed two stories in height.

(b) Commercial Use Lots. Lot 1, Block A may be used for commercial purposes; however, no junk yard, salvage yard, tavern or establishment which dispenses wine, beer or liquor for on-site premises consumption may be built on said Lot.

4.02 Building/Construction Restrictions.

(a) Each home and fence shall adhere to the setback shown on the Plat. Any fencing located on a Lot shall be constructed out of new material.

(b) No Structure of temporary character, bus, tent, shack, garage, barn, travel trailer or other outbuildings may be used on any Lot as a Residence or for storage, either temporarily or permanently.

(c) Before any building or other Structure is erected on a Lot, a building permit must first be obtained from the County of Bastrop for the construction of said improvement.

(d) No used Manufactured Homes shall be installed on a Lot.

(e) Any residential building constructed on any Lot shall be of masonry or frame construction and have a minimum of 1,000 square feet of living area. All Manufactured Homes must have a minimum of 1,000 square feet of living area.

(f) No new Manufactured Home for which a manufacture's certificate of origin was first issued on or before January 1, 2014, may be installed on any Lot.

(g) Any Manufactured Home must be skirted within thirty (30) days of installation.

(h) All driveways, parking areas, and sidewalks must be constructed out of new material. The use of debris or salvaged construction material for driveways, parking areas, and sidewalks is expressly prohibited.

4.03 Noxious or Offensive Activities Prohibited/Maintenance. No noxious or offensive activity shall be conducted on any Lot, nor shall anything be done upon any Lot which may be or become an annoyance or nuisance to the neighborhood. **No Lot shall be used or maintained as a dumping ground for rubbish or trash. No garbage or other waste material shall be kept on any Lot except in sanitary containers.** All incinerators or other equipment for the storage or disposal of such waste materials shall be kept in a clean and sanitary condition. Lots shall be maintained in a neat and orderly condition. Weeds and grass on each Lot shall be mowed at regular intervals and the Lot shall be maintained in a neat and orderly manner. No junk cars shall be kept on any Lot.

4.04 Signs. No signs of any type shall be allowed on any Lot except one sign of not more than five (5) square feet advertising the property for sale or rent. However, any person engaged in the construction and sale of a Residence on a Lot shall have the right, during the construction and sales period, to construct and maintain signs larger than five (5) square feet for the purpose of advertising the construction and sale. Declarant or its assigns shall have the right to remove any sign, advertisement, or billboard structure that does not comply with the above, and in so doing shall not be subject to any liability for trespass or other sort in the connection therewith or arising with such removal. With the prior written consent of Declarant, a builder of a Residence on any Lot may place a sign larger than five (5) square feet during the construction period.

4.05 Garbage, Equipment, Etc. No Lot shall be used or maintained as a dumping ground for rubbish or trash, and all garbage and other waste shall be kept in sanitary containers. There shall be no burning or incineration of trash, garbage, leaves, brush, or other debris. All equipment for the storage and disposal of such materials shall be kept in a clean and sanitary condition. All construction debris must be contained by the Owner and properly disposed of. All garbage cans, equipment, coolers, wood/brush piles or storage piles shall be walled or fenced in to conceal them from the view of the neighboring Lots, roads or streets. No clothes lines are permitted unless the clothes line is less than six feet (6') in height and is not visible from the street or adjacent Lots.

4.06 Animals. No farm animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot. A reasonable number of dogs, cats, or other household pets may be kept, provided they are not kept, bred, or maintained for any commercial purpose.

## ARTICLE 5 PROPERTY OWNERS ASSOCIATION

5.01 Establishment and Governance. The filing of this Declaration establishes the Property Owners Association as an unincorporated association that is governed by this Declaration and the Bylaws. The Property Owners Association has the powers of an

unincorporated association and a property owners association for the Subdivision under the Texas Business Organizations Code, the Texas Property Code, and the Dedicatory Instruments.

5.02 Rules and Bylaws. The Board may adopt rules and Bylaws that do not conflict with local, State, or Federal law, or the other Governing Documents. On request, Owners will be provided with a copy of any rules. Further, the Board will cause any rules and Bylaws to be recorded in the Official Records of Bastrop County, Texas.

5.03 Membership and Voting Rights. Every Owner is a Member of the Property Owners Association. Membership is appurtenant to and may not be separated from ownership of a Lot. The Property Owners Association has two classes of voting Members:

(a) Class A. Class A Members are all Owners, other than Declarant. Class A Members have one vote per Lot. When more than one person is an Owner, each is a Class A Member, but only one vote may be cast for a Lot.

(b) Class B. The Class B Member shall be the Declarant, which shall be entitled to five (5) votes for each Lot owned by all Class B Members. The Class B membership shall cease, and each Class B Member shall become a Class A Member, upon the earlier to occur of the following:

- (1) when the total number of votes outstanding in the Class A membership is eight (8) times greater than the total number of votes outstanding in the Class B membership; or
- (2) when the Class B Member no longer owns record title to any of the Lots; or
- (3) on the tenth (10th) anniversary of the date the Declaration was recorded in the Office of the County Clerk of Cameron County, Texas.

## **ARTICLE 6 ASSESSMENTS**

6.01 Authority. The Property Owners Association may levy Assessments to promote the recreation, health, safety, and welfare of the residents in the Subdivision, to fund operating expenses of the Property Owners Association, and to improve and maintain the Common Areas.

6.02 Personal Obligation. An Assessment is a personal obligation of each Owner when the Assessment accrues.

6.03 Creation of Lien. Assessments are secured by a continuing vendor's lien and contractual lien on each Lot, which lien is reserved by the Declarant and assigned to the Property Owners Association. By acceptance of a deed to a Lot, each Owner grants the lien, together with the power of sale, to the Property Owners Association to secure Assessments.

6.04 Commencement. A Lot becomes subject to Assessments on conveyance of the Lot by Declarant.

6.05 Regular Assessments.

(a) Rate. Regular Assessments are levied by the Board, annually, to fund the anticipated operating and maintenance expenses of the Property Owners Association. Until changed by the Board and until Declarant owns no Lots in the Subdivision, the Regular Assessment may not be more than \$50.00 per year.

(b) Changes to Regular Assessments. Regular Assessments may be changed annually by the Board. Written notice of the Regular Assessment will be sent to every Owner at least thirty (30) days before its effective date.

(c) Collections. Regular Assessments will be collected yearly in advance, payable on the first day of January of each year.

6.06 Special Assessments. In addition to the Regular Assessments, the Board may levy Special Assessments for the purpose of funding the cost of any construction, reconstruction, repair, or replacement of any capital improvement on the Common Area or for any other purpose benefitting the Subdivision but requiring funds exceeding those available from the Regular Assessments, which purposes include, but are not limited to, maintenance of the decorative medians at the entrance to the Subdivision. Special Assessments must be approved by the Members, except that Special Assessments for the purpose of maintaining the detention pond shall only require approval by the Board. Written notice of the terms of the Special Assessment will be sent to every Owner.

6.07 Approval of Special Assessments. Except as provided in Section 6.06, any Special Assessment must be approved by a two-thirds (2/3) majority vote at a meeting of the Members in accordance with the Bylaws.

6.08 Fines. The Board may levy a fine, not to exceed \$5.00 per day, against an Owner for a violation of the Governing Documents as permitted by law.

6.09 Subordination of Lien to Mortgages. The lien granted and reserved to the Property Owners Association is subordinate to any lien granted by an Owner against a Lot not prohibited by the Texas Constitution. The foreclosure of a superior lien extinguishes the Property Owners Association's lien as to Assessments due before the foreclosure.

6.10 Delinquent Assessments. Any Assessment not paid within thirty (30) days after it is due is delinquent.

6.11 Declarant Not Subject to Assessments. Lots owned by Declarant shall not be subject to Regular Assessments or Special Assessments; however, Declarant shall be required to fund any shortfall in the operating budget of the Property Owners Association until such time as Declarant no longer owns any Lots in the Subdivision.

**ARTICLE 7  
REMEDIAL RIGHTS**

7.01 Late Charges and Interest. A late charge of \$5.00 is assessed for Delinquent Assessments. If a Delinquent Assessment remains unpaid, additional late charges of \$10.00 per month will be assessed until payment is received by the Property Owners Association.

Delinquent Assessments accrue interest at the rate of ten percent (10%) per year. The Board may change the late charge and the interest rate.

7.02 Costs, Attorney's Fees, and Expenses. If the Property Owners Association complies with all applicable notice requirements, an Owner is liable to the Property Owners Association for all costs and reasonable attorney's fees incurred by the Property Owners Association in collecting delinquent Assessments, foreclosing the Property Owners Association's lien, and enforcing the Governing Documents.

7.03 Judicial Enforcement. The Property Owners Association may bring an action against an Owner to collect Delinquent Assessments and/or Fines, foreclose the Property Owners Association's lien, or enforce or enjoin a violation of the Governing Documents. An Owner may bring an action against another Owner to enforce or enjoin a violation of the Governing Documents.

7.04 Remedy of Violations. The Property Owners Association may access an Owner's Lot to remedy a violation of the Governing Documents.

7.05 Suspension of Rights. If an Owner violates the Governing Documents, the Property Owners Association may suspend the Owner's rights under the Governing Documents in accordance with law until the violation is cured, provided, however, that the right of an Owner to run for a position on the Board shall not be limited except as provided by law.

7.06 Damage to Property. An Owner is liable to the Property Owners Association for damage to Common Areas caused by the Owner or the Owner's family, guests, agents, independent contractors, and invitees in accordance with law.

## ARTICLE 8 COMMON AREA

8.01 Common Area Easements. Each Owner has an easement in and to the Common Area, subject to the right of the Property Owners Association to -

(1) charge reasonable admission and other fees for the use of recreational facilities situated on the Common Area, and if an Owner does not pay these fees, the Owner may not use the recreational facilities;

(2) suspend an Owner's rights under the Governing Documents;

(3) grant an easement approved by the Board over the Common Area for utility, drainage, or other purposes; and

(4) dedicate or convey any of the Common Area for public purposes, on approval by a vote of two-thirds (2/3) majority of the Members at a meeting in accordance with the Bylaws.

8.02 Permitted Users. An Owner's right to use and enjoy the Common Area extends to the Owner's family, guests, agents, and invitees, subject to the Governing Documents.

8.03 Unauthorized Improvements in Common Area. An Owner may not erect or alter any Structure on, or clear, landscape, or disturb, any Common Area except as approved by the

Board.

8.04 Conveyance of the Common Area to the Property Owners Association. Once Declarant has sold all of Declarant's Lots, Declarant will convey the Common Area to the Property Owners Association.

## ARTICLE 9 GENERAL PROVISIONS

9.01 Enforcement. The Declarant (until such time as Declarant no longer owns an interest in any Lot in the Subdivision), the Property Owners Association, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations imposed by this Declaration. In addition to the remedies for enforcement provided for above, the violation or attempted violation of the provisions of this Declaration, or any amendment hereto, by any Owner, his family, guests, lessees or licensees shall authorize any Owner, Declarant and/or the Property Owners Association, the right to seek injunctive or any other relief provided or allowed by law against such violation and to recover from such Owner all its expenses and costs in connection therewith, including but not limited to fees charged by any property manager for the Subdivision hired by Declarant, attorney's fees and court costs. Failure to enforce any covenant or restriction shall not be deemed a waiver of the right of enforcement either with respect to the violation in question or any other violation. No Owner shall have the right to compel or require the filing of suit by Declarant. The rights created by this section do not create a duty on the part of the Declarant to file suit to enforce a violation of this Declaration.

9.02 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

9.03 Covenants Running With the Land. These easements, restrictions, covenants, and conditions are for the purpose of protecting the value and desirability of the Property. Consequently, they shall run with the real property and shall be binding on all parties having any right, title, or interest in the Property in whole or in part, and their heirs, successors, and assigns. These easements, covenants, conditions, and restrictions shall be for the benefit of the Property, each Lot, and each Lot Owner.

9.04 Duration and Amendment.

(a) The covenants, conditions, and restrictions of this Declaration shall be effective for a term of twenty-five (25) years from the date this Declaration is recorded, after which period the covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years subject to termination by an instrument signed by Owners owning more than seventy-five percent (75%) of the Lots.

(b) **SO LONG AS DECLARANT OWNS OR MAINTAINS AN INTEREST OR LIEN IN OR UPON ANY LOT (ACCORDING TO THE OFFICIAL RECORDS OF BASTROP COUNTY, TEXAS), DECLARANT SHALL HAVE AND RESERVE THE RIGHT, AT ANY TIME AND FROM TIME TO TIME, WITHOUT THE JOINDER OR CONSENT OF ANY OTHER PARTY, TO AMEND THIS DOCUMENT BY ANY INSTRUMENT IN WRITING DULY SIGNED, ACKNOWLEDGED, AND FILED FOR RECORD IN THE OFFICIAL RECORDS OF BASTROP COUNTY, TEXAS, FOR THE PURPOSE OF CORRECTING, AMENDING, MODIFYING,**

CHANGING OR ELIMINATING, IN WHOLE OR IN PART, THESE RESTRICTIONS, AND BY DOING SO MAY IMPAIR AND/OR AFFECT THE VESTED PROPERTY OR OTHER RIGHTS OF AN OWNER OR HIS MORTGAGEE. NOTWITHSTANDING THE FOREGOING, NO AMENDMENT TO THE RESTRICTIONS CONTAINED IN THIS DECLARATION SHALL BE PERMITTED BY THE DECLARANT OR THE OWNERS UNTIL TWENTY-FIVE (25) YEARS FROM THE DATE THIS DECLARATION IS RECORDED.

(c) Upon the date that Declarant's right to amend this document terminates, the Owners of seventy-five percent (75%) of the Lots shall have the right, at any time thereafter, and from time to time, without the joinder or consent of any other party, to amend this document by any instrument in writing, duly signed, acknowledged, and filed for record in the Official Records of Bastrop County, Texas, for the purpose of amending, modifying, changing or eliminating in whole or part, these restrictions. However, such Owners may not impair and/or affect the vested property rights of an Owner or his mortgagee in that Owner's Lot(s), but may impair and/or affect such rights of an Owner or his mortgagee in Lots belonging to other Owners.

9.05 Attorneys' Fees. If any controversy, claim, or dispute arises relating to this instrument, its breach, or enforcement, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorneys' fees, and costs.

9.06 Applicable law. This Declaration shall be construed in accordance with the laws of the State of Texas.

9.07 Captions. The captions employed in this Declaration are for convenience only and are not intended to limit or amplify the terms and provisions of this Declaration.

9.08 Effective Date. This Declaration shall become effective the date that it is filed of record in the Official Public Records of Real Property of Bastrop County, Texas.

9.09 Annexation of Additional Property. Additional land(s) may become subject to this Declaration in any of the following manners:

(a) The Declarant may add or annex additional real property (whether owned by Declarant or others) to the scheme of this Declaration by filing of record a Supplemental Declaration of Covenants, Conditions, and Restrictions ("Supplemental Declaration") which shall extend the scheme of the Covenants of this Declaration to such property; provided, however, that such Supplemental Declaration may contain such additions and modifications of the Covenants contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as may be approved by Declarant.

(b) In the event any person or entity other than the Declarant desires to add or annex additional residential and/or common areas to the scheme of this Declaration, such proposed annexation must have the prior written consent and approval of the majority of the outstanding votes within each voting class of the Property Owners Association, as evidenced by a certificate or document executed by an officer of the Property Owners Association and recorded in the Real Property Records of Bastrop County, Texas.

(c) Any additions made pursuant to Paragraphs (a) and (b) of this Section 9.09, when made, shall automatically extend the jurisdiction, functions, duties and membership of the Property Owners Association to the properties added.

(d) The Declarant shall have the right and option without the joinder, approval or consent of any person(s) or entity(ies) to cause the Property Owners Association to merge or consolidate with any similar association then having jurisdiction over real property located (in whole or in part) within one-half (½) mile of any real property then subject to the jurisdiction of the Property Owners Association. Upon a merger or consolidation of the Property Owners Association with another association, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Property Owners Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the Covenants established by this Declaration within the Subdivision together with the covenants and restrictions established upon any other properties as one scheme.

(e) Notwithstanding the fact that the Declarant may not be an Owner by virtue of its sale, transfer or conveyance of all of its right, title, and interest in the Subdivision, the Declarant shall continue to be entitled to implement and exercise all its rights under and pursuant to this Section 9.09 and all of the subsections hereof. Even though the Declarant may not be a Class A or Class B Member prior to an annexation, merger or consolidation permitted by this Section 9.09, subsequent to such annexation, merger or consolidation, the Declarant shall be reinstated and become a Class B Member with respect to the Lots owned by it within the Subdivision, as such Subdivision has been expanded or increased by the annexation, merger or consolidation. The Declarant's rights as a Class B Member shall be governed by and set forth in this Declaration and the Certificate of Formation and Bylaws of the Property Owners Association, as same may be amended or altered by, and in accordance with, the annexation, merger or consolidation.

**[Signature pages follow.]**

This Declaration is executed this 4<sup>th</sup> day of November, 2016, at Austin, Travis County, Texas.

DECLARANT:

CAYETANO INTERESTS, LLC

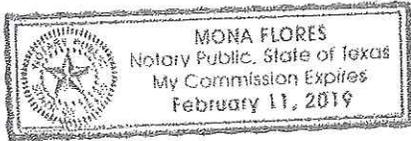
BY:   
KYNDEL W. BENNETT, President

THE STATE OF TEXAS

§  
§  
§

COUNTY OF TRAVIS

This instrument was acknowledged before me on the 4<sup>th</sup> day of Nov, 2016, by KYNDEL W. BENNETT, President of CAYETANO INTEREST, LLC, a Texas limited liability company.



  
Notary Public, State of Texas

Exhibit "A"  
Diagram of Decorative Medians

