



ITEM 2

Tree of Angels Day 2016

Whereas, when crimes occur society must not only protect the rights of the accused, but also the rights of the victim; and

Whereas, recognizing that the holiday season is a difficult time for victims and their families, the Tree of Angels® has become a memorable tradition observed in Bastrop County offering acknowledgement and support to victims and their families. The event honors surviving victims of violent crime and victims' families by allowing loved ones to bring an angel ornament to place on a designated Christmas tree; and

Whereas, all Bastrop County citizens recognize the important work of those who commit themselves to assist crime victims and their loved ones; and

Whereas, traditions like the Tree of Angels® reflect the kind and compassionate spirit of the holiday season and encourage all in building a safer, more just community;

NOW, THEREFORE, BE IT RESOLVED that the Commissioners Court of Bastrop County, State of Texas, does proclaim

December 4, 2016 as Tree of Angels® Day.

PASSED AND ADOPTED, by the Commissioners Court of Bastrop County, State of Texas, on the 28th day of November, 2016.

County Judge
Paul Pape

Willie Piña
Commissioner Precinct 1

John Klaus
Commissioner Precinct 3



Clara Beckett
Commissioner Precinct 2

Bubba Snowden
Commissioner Precinct 4



ITEM 3

Engineering & CIP Department

Carolyn Dill, P.E., Director

512.581.7176

FAX: 512.581.7178

carolyn.dill@co.bastrop.tx.us

TO: Judge Pape and Bastrop County Commissioners

FROM: Carolyn Dill
Leon Scaife

DATE: November 18, 2016

RE: Request to be placed on Commissioners Court Agenda

Please include the following discussion and possible action item as an agenda item on the Commissioners Court Notice of Meeting for the November 28, 2016 Commissioners Court.

Discussion and possible action re: *Approval to solicit Statements of Qualification for Professional Engineering Services for the Memorial Day 2015 Flooding Event (DR-4223) Hazard Mitigation Grant Program funded projects and to appoint a selection committee to review and score all Statements of Qualification; Leon Scaife, Carolyn Dill*

Bastrop County submitted an application for the DR-4223 Hazard Mitigation Grant Program. Six locations (Green Valley Drive in Precinct 1; Hall Road, O'Grady Road, Pine Canyon Drive in Precinct 2; and Old Sayers Road and Old McDade Road in Precinct 4) were submitted. Hydrology and Hydraulics studies are needed at two locations and engineering design services are also needed. Any work is contingent upon award of funding.

We are requesting approval to solicit Statements of Qualifications from registered engineering firms. We are also requesting the Court's permission to select a committee that will review and score all Statements of Qualifications submitted. The following are recommended as committee members:

Leon Scaife, Purchasing Agent

James Gabriel, Assistance Deputy Director, Office of Emergency Management

Carolyn Dill, Bastrop County Engineer

Rebecca Vick, Auditor's Office

Plus any other person(s) the Commissioners Court recommends to serve as a voting member of the selection committee.



ITEM 6

COMMISSIONERS COURT AGENDA ITEM REQUEST FOR: 11/28/2016

Discussion and possible action re: Request approval to dispose of surplus Bastrop County computers, electronic accessories and Office Furniture; Leon Scaife

Dear Judge and Commissioners,
The Bastrop County Purchasing Department is requesting the Commissioners' Court's approval to dispose of County Surplus Inventory through the means of online auctioning, recycling, and or disposal. (See attached list)

Staff Recommends Approval:

BASTROP COUNTY SURPLUS-DISPOSAL LIST 11-28-2016

Furniture

| ASSET# | ITEM | QUANTITY | CURRENT LOCATION |
|--------|-------------------------------------|----------|--------------------|
| 1132 | Folding Table | 1 | Purchasing Storage |
| 1134 | Long Table Black Top White Base | 1 | Purchasing Storage |
| 1135 | Folding Table | 1 | Purchasing Storage |
| 1136 | Hanging File Cabinet (Missing door) | 1 | Purchasing Storage |
| 1137 | Hanging File Cabinet | 1 | Purchasing Storage |
| 1138 | Lateral File Cabinet | 1 | Purchasing Storage |

Printers-Faxes-Cameras-Misc

| ASSET# | ITEM | QUANTITY | CURRENT LOCATION |
|--------|-----------------------------------|----------|--------------------|
| | Printers | 5 | Purchasing Storage |
| | Fax Machine | 1 | Purchasing Storage |
| | Videa Camera DCR-SX 45 | 2 | Purchasing Storage |
| | Konica Camera SRL | 1 | Purchasing Storage |
| | Polroid Cameras | 2 | Purchasing Storage |
| | Digital Cameras | 2 | Purchasing Storage |
| | 16 Channel 10 Band Scanning Radio | 1 | Purchasing Storage |
| | Disk Drive | 1 | Purchasing Storage |
| | Pole Charger | 1 | Purchasing Storage |
| | HD Color Video Camera | 1 | Purchasing Storage |
| | Pinter Ribbons | 1BX | Purchasing Storage |
| | Adding Machine | 1 | Purchasing Storage |
| | Arbitrator | 1 | Purchasing Storage |
| | Assorted Toner Cartridges | 17 | Purchasing Storage |
| | Nikon Coolpix Camera | 1 | Purchasing Storage |
| | Kodak Camera | 1 | Purchasing Storage |
| | Olympus Digital Voice Recorder | 1 | Purchasing Storage |
| | Kodak Camera | 1 | Purchasing Storage |
| | Lexmark Printer/Copier | 1 | Purchasing Storage |
| 1131 | AV Cart | 1 | Purchasing Storage |
| 1139 | NAS | 1 | Purchasing Storage |
| 1140 | PA System | 1 | Purchasing Storage |
| 1141 | Fax Machine | 1 | Purchasing Storage |
| 1142 | Keyboard Shelf | 1 | Purchasing Storage |
| 1143 | Scrap | 1 | Purchasing Storage |
| 1144 | Scrap | 1 | Purchasing Storage |
| 1145 | Desk | 1 | Purchasing Storage |
| 1146 | Television | 1 | Purchasing Storage |
| 1147 | Tan Desk Chair | 1 | Purchasing Storage |
| 1149 | Foot Pedastal | 1 | Purchasing Storage |
| 1150 | Scanners (No Cords) | 1 | Purchasing Storage |

Computers

| ASSET# | ITEM | QUANTITY | CURRENT LOCATION |
|--------|-----------------------------|----------|--------------------|
| 5010 | Dell Latitude D600 Notebook | 1 | IT Cage |
| | IBM Thinkpad | 1 | IT Cage |
| | Dell Optiplex 755 | 1 | IT Cage |
| 5781 | Optiplex GX 620 | 1 | IT Cage |
| 5876 | Optiplex GX 745 | 1 | IT Cage |
| | Dell GX 240 | 1 | IT Cage |
| 6085 | Dell Optiplex 745 | 1 | IT Cage |
| | Dell C0mputer | 1 | Purchasing Storage |
| 276 | Dell C0mputer | 1 | Purchasing Storage |

Precinct 1 Misc Items

| ASSET# | ITEM | QUANTITY | CURRENT LOCATION |
|--------|-------------------------|----------|------------------|
| | F250 TRUCK BED | 1 | PCT 1 BARN |
| 7521 | 1999 RHINO SHREDDER | 1 | PCT 1 BARN |
| 4556 | 2000 BRUSH HOG SHREDDER | 1 | PCT 1 BARN |
| | 50 GALLON FUEL TANK | 1 | PCT 1 BARN |
| | DUMP TRUCK BED | 1 | PCT 1 BARN |

SO Jewlery

| ASSET# | ITEM | QUANTITY | CURRENT LOCATION |
|--------|----------------------------------|----------|------------------|
| | Gold Watch | 1 | PURCHASING |
| | Gold Leaf Pendant | 1 | PURCHASING |
| | Silver Necklace | 1 | PURCHASING |
| | Watch bands | 5 | PURCHASING |
| | Broken Gold Chain | 1 | PURCHASING |
| | Silver Necklace w/Heart Pendant | 1 | PURCHASING |
| | Misc Cuff Links | 8 | PURCHASING |
| | Misc Tie Clips | 8 | PURCHASING |
| | Misc pins | 7 | PURCHASING |
| | Gold bar pins | 6 | PURCHASING |
| | Pins with crossing guns | 2 | PURCHASING |
| | Silver Pin with blue cheveron | 1 | PURCHASING |
| | Cross Necklace Pendant | 1 | PURCHASING |
| | Gold Wedding Bands | 3 | PURCHASING |
| | Ring with 4 stones and 1 diamond | 1 | PURCHASING |
| | Ring with the initial L | 1 | PURCHASING |
| | Ladies Watch | 1 | PURCHASING |
| | Ladies Watch | 1 | PURCHASING |
| | Watch Timex-Mens | 1 | PURCHASING |
| | Watch Timex-Ladies | 1 | PURCHASING |

| | | |
|--|-----|------------|
| Watch-Ladies | 1 | PURCHASING |
| Watch Seiko | 1 | PURCHASING |
| Watch-Ladies | 1 | PURCHASING |
| Heart Necklace | 1 | PURCHASING |
| Gold Earrings | 1 | PURCHASING |
| Gold Bracelet | 1 | PURCHASING |
| Watch-Citizens-Mens | 1 | PURCHASING |
| Watch-Armitron-Mens | 1 | PURCHASING |
| Silver Lighter | 1 | PURCHASING |
| Gold Lighter | 1 | PURCHASING |
| Watch - Frank Stangel | 1 | PURCHASING |
| Ring-Horseshoe | 1 | PURCHASING |
| Pocket Watch-Legant | 1 | PURCHASING |
| Earring 1 Each | 1EA | PURCHASING |
| Gold Wedding Band | 1 | PURCHASING |
| Green Stone Ring | 1 | PURCHASING |
| Gold Wedding Band | 1 | PURCHASING |
| Silver Chain | 1 | PURCHASING |
| Earring 1 Each | 1EA | PURCHASING |
| Gold Chain | 1 | PURCHASING |
| Heart Necklace Pendant | 1 | PURCHASING |
| Ivory Tusk Pendant | 1 | PURCHASING |
| Arrow Head Pendant | 1 | PURCHASING |
| Necklace with Gold Nugget | 1 | PURCHASING |
| ID Pendant w/Name Steve Berndt | 1 | PURCHASING |
| Heart Necklace | 1 | PURCHASING |
| Silver Necklace W/INITIAL C | 1 | PURCHASING |
| Gold Necklace | 1 | PURCHASING |
| Gold Necklace w/Initial C | 1 | PURCHASING |
| Silver Necklace w/Round Diamond Pendant | 1 | PURCHASING |
| Silver Hoop Earrings | 1 | PURCHASING |
| 3 Ea Misc Earrings | 3EA | PURCHASING |
| 1-bar-piercing Earring | 1 | PURCHASING |
| Necklace w/Locket 1 rock plus broken pcs | 1 | PURCHASING |
| Rings (3 Gold, 1 Silver) | 4 | PURCHASING |
| Gold Necklace Pendant | 1 | PURCHASING |
| Ladies Watches | 5 | PURCHASING |
| Gold Bracelets | 2 | PURCHASING |
| Gold Pendant | 1 | PURCHASING |
| Gold Necklace with Pendant | 1 | PURCHASING |
| Broken Watches | 6 | PURCHASING |
| Chain Bracelets | 5 | PURCHASING |
| Bracelets | 6 | PURCHASING |

SO Maintenance Wayne Mercer

ASSET# ITEM

QUANTITY CURRENT LOCATION

| | | |
|--|----|----------|
| 1100 Cloth Banquet Chairs | 12 | SO Maint |
| 1101 Air Cond Units | 2 | SO Maint |
| 1102 Commercial Ovens | 2 | SO Maint |
| 1104 Lawn Mower Red | 1 | SO Maint |
| 1105 Lawn Mower Red Toro | 1 | SO Maint |
| 1106 Lawn Mower Red Murray | 1 | SO Maint |
| 1107 Lawn Mower Honda | 1 | SO Maint |
| 1108 Lawn Mower Green Weedeater | 1 | SO Maint |
| 1109 Lawn Mower Red Honda | 1 | SO Maint |
| 1110 Lawn Mower Red | 1 | SO Maint |
| 1111 Ride On Craftsman Lawnmower (Parts) | 1 | SO Maint |
| 1112 Ride On Huskee Lawnmower (Parts) | 1 | SO Maint |
| 1113 Rotortiller | 1 | SO Maint |
| 1114 Pressure Washer | 1 | SO Maint |
| 1115 Pressure Washer Honda | 1 | SO Maint |
| 1116 Shop Heater | 1 | SO Maint |
| 1117 Sanitation Machine | 1 | SO Maint |
| 1118 Bicycles | 5 | SO Maint |
| 1119 Ice Machine | 1 | SO Maint |
| 1120 Punching Bag | 2 | SO Maint |
| 1121 Mower Deck | 1 | SO Maint |
| 1122 Punching Dummy | 1 | SO Maint |
| 1123 Traffic Barrel | 1 | SO Maint |
| 1124 Folding Table | 1 | SO Maint |
| 1125 Jump Seat | 1 | SO Maint |
| 1126 Stainless Steel Sink/Toilet and parts | 1 | SO Maint |
| 1127 Wood Desk 9 Drawers | 1 | SO Maint |
| 1128 Wood Round Table with leaf | 1 | SO Maint |
| 1129 Wood Coffee Table | 1 | SO Maint |
| 1130 Wood Chairs | 2 | SO Maint |



METES AND BOUNDS DESCRIPTION

0.314 ACRE OR 13672 SQUARE FEET OF LAND COMPRISED OF A PORTION OF LOT 1, BLOCK 2, PARK RIDGE ESTATES, SECTION 1, A SUBDIVISION IN BASTROP COUNTY, TEXAS PER CABINET 3, PAGE 24A, PLAT RECORDS OF BASTROP COUNTY, SAID LOT 1 CONVEYED TO PATRICK A. BOWLES PER VOLUME 899, PAGE 76, OFFICIAL RECORDS OF BASTROP COUNTY, SAID 0.314 ACRE OR 13672 SQUARE FEET MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS PER SURVEY SUPERVISED BY C. RICHARD RALPH, R.P.L.S. NO. 4758 DURING NOVEMBER, 2016:

BEGINNING at an iron rod found for the southeast corner hereof, the northeast corner of that tract conveyed as 0.202 acre out of said Lot 1 to Billy D. Reed and Beverly K. Reed Per Document 201501419 of said Official Records and a point on the west right-of-way line of Ann Powell Road, from which, for reference, the common east corner of Lots 1 and 2 of said Block 2 and a point on the west line of said Ann Powell Road bears S 25°47'36" E, 33.31 feet;

THENCE S 89°59'19" W, 285.51 feet along the north line of said 0.202 acre, parallel with and 30 feet north of the common line of said Lots 1 and 2 to an iron rod found for the southwest corner hereof and the northwest corner of said 0.202 acre, which bears, for reference, N 00°00'41" W, 30.00 feet from an iron rod found for the southwest corner thereof and a point on the common line of said Lots 1 and 2;

THENCE N 00°00'41" W, 50.00 feet over and across said Lot 1 to an iron rod set for the northwest corner hereof;

THENCE N 89°59'19" E, 261.37 feet continuing over and across said Lot 1 to an iron rod set for the northeast corner hereof and a point on the west line of said Ann Powell Road, which bears, for reference, S 25°47'36" E, (bearing basis for this survey per said Cabinet 3, Page 24A) 309.75 feet along the west line of said Ann Powell Road from an iron rod found for the northeast corner of said Lot 1;

THENCE S 25°47'36" E, 55.52 feet along the west line of said Ann Powell Road to the POINT OF BEGINNING, containing 0.314 acre or 13672 square feet of land, more or less, and shown on the survey map prepared herewith.

Surveyed by:

C. Richard Ralph
Registered Professional Land Surveyor No. 4758
Project No. 14171-2 – 139/36;151/35



November 14, 2016

LEGEND

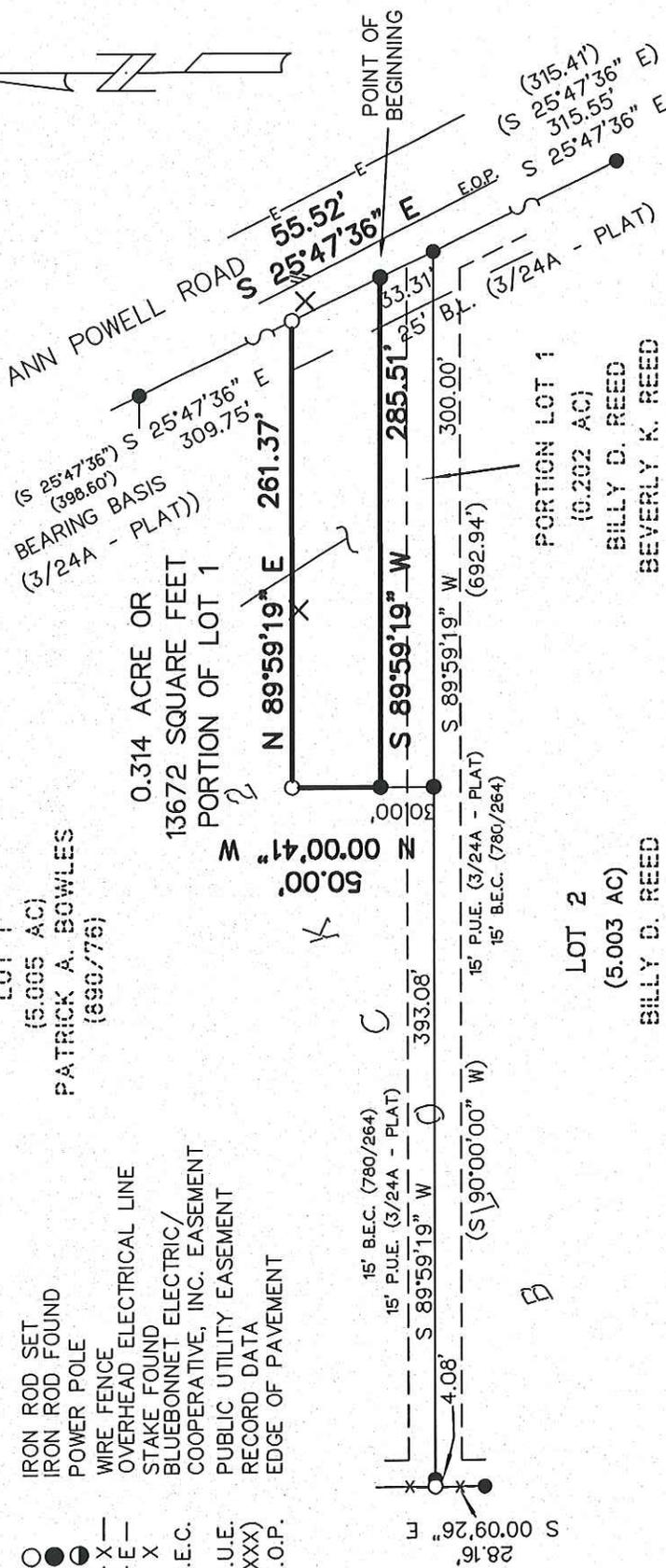
- IRON ROD SET
- IRON ROD FOUND
- X— POWER POLE
- X— WIRE FENCE
- X— OVERHEAD ELECTRICAL LINE
- X— STAKE FOUND
- B.E.C. BLUEBONNET ELECTRIC/COOPERATIVE, INC. EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- (XXX) RECORD DATA
- E.O.P. EDGE OF PAVEMENT

REMAINDER
LOT 1
(5.005 AC)
PATRICK A. BOWLES
(890/76)

0.314 ACRE OR
13672 SQUARE FEET
PORTION OF LOT 1

LOT 2
(5.003 AC)
BILLY D. REED
BEVERLY K. REED
(201501430)

PORTION LOT 1
(0.202 AC)
BILLY D. REED
BEVERLY K. REED
(201501419)



NOTE: PROPERTY IS SUBJECT TO:
-RESTRICTIVE COVENANTS AND ANY EASEMENTS, EASEMENT RIGHTS
AND/OR RESERVATIONS (3/24A - PLAT) (800/524)

TO THE OWNERS AND LIENHOLDERS:
THE UNDERSIGNED DOES HEREBY CERTIFY THAT AN ON THE GROUND SURVEY
WAS THIS DAY MADE OF THE PROPERTY AS DESCRIBED HEREON AND IS
CORRECT, WITH DISCREPANCIES, SHORTAGES IN AREA, BOUNDARY LINE
CONFLICTS, ENCROACHMENTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY
LINES OR ROADS IN PLACE, AS SHOWN HEREON. THIS SURVEY WAS PERFORMED
WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT AND IS SUBJECT TO
ANY EASEMENTS HERETOFORE GRANTED, NOT RELEASED AND NOT SHOWN HEREON.

C. Richard Ralph
REGISTERED PROFESSIONAL LAND SURVEYOR DATE 11/14/2016

PROFESSIONAL LAND SURVEYORS
116 TAHITIAN DRIVE
BASTROP, TEXAS 78602
PH: (512) 303-0952
PROFLNDSUR@AOL.COM



REFERENCE:

BILLY D. REED AND BEVERLY K. REED
SUBJECT: 0.314 ACRE OR 13672 SQUARE FEET OF LAND
OUT OF LOT 1, BLOCK 2, PARK RIDGE ESTATES,
SECTION 1, A SUBDIVISION PER (3/24A) PLAT
RECORDS, BASTROP COUNTY, TEXAS

-METES AND BOUNDS DESCRIPTION PREPARED HEREWITH-

DRAWN: PMH DATE: 11/14/2016 REVISIONS:
CHECKED: CRR PROJECT NO.: 14171.2 FB: 139/36 151/35

ITEM 10



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

TO: Members of the Bastrop County Commissioners Court

FROM: Sonia Thomas

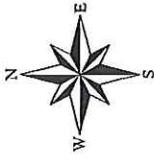
DATE: November 21, 2016

RE: Discussion and possible action regarding a Correction to Scrivener's Error for an existing metes and bounds division of 3.667 (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)

An error was made by entering the incorrect acreage of 3.337 acres instead of 3.667 acres. The court approved an exemption by metes and bounds description for the 3.337 acres on Monday, Nov. 14, 2016; Agenda item #17. This action will correct the Scrivener's Error.

Attachments: Aerial Map, and Metes & Bounds Description

Nancy Blakey
3.667 Acres; R57585



1 inch = 261 feet

Map Produced: 10/20/2016

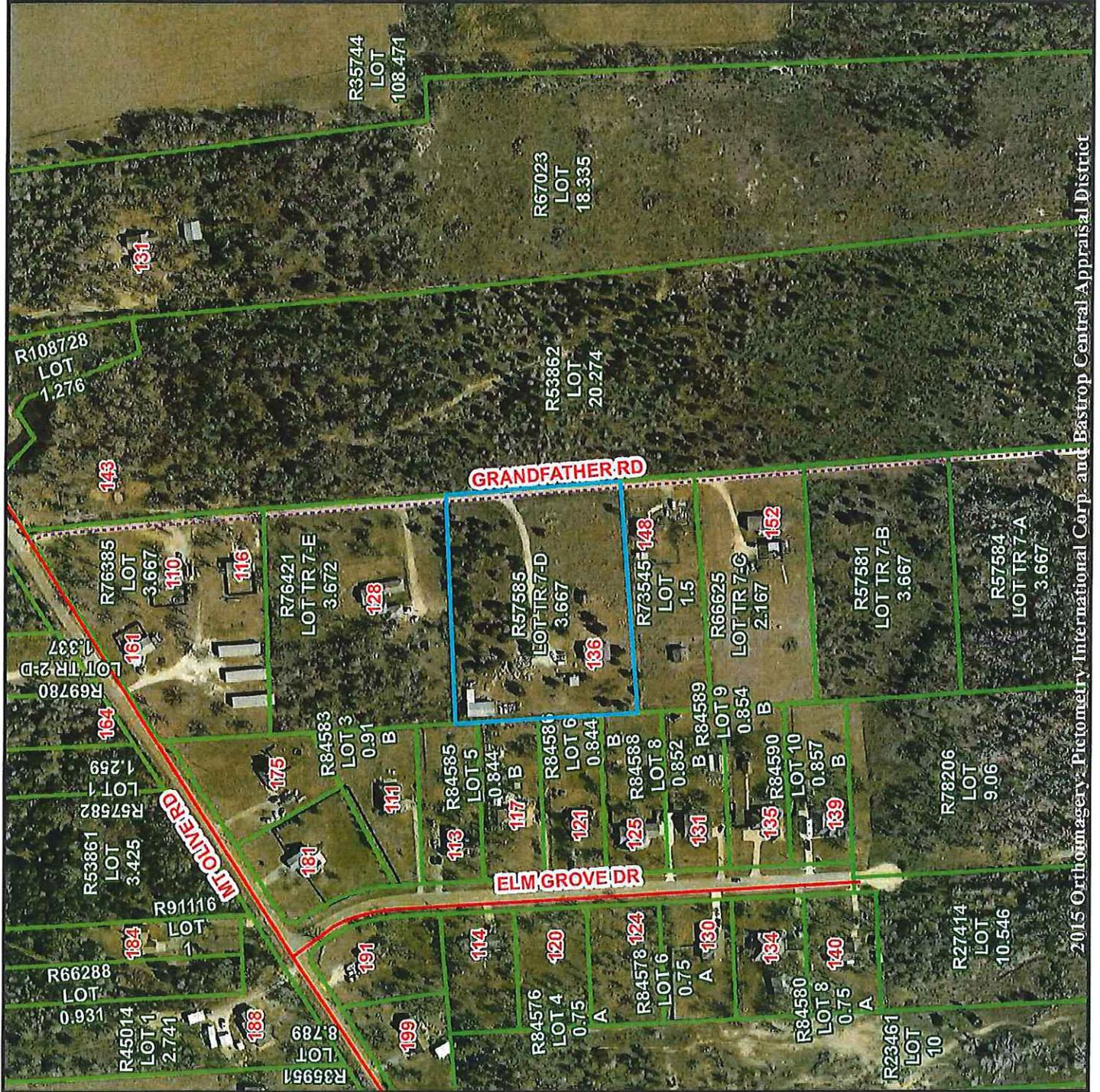
VICINITY MAP 1 in = 6,081 feet



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.



2015 Orthomagey, Pictometry International Corp. and Bastrop Central Appraisal District

711 Water

DALE L. OLSON
Registered Public Surveyor
(512) 321-6478

VOL 365 PAGE 879

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 metes 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

Joyce Dehaeyer
COUNTY CLERK
BASTROP COUNTY, TEXAS

STATE OF TEXAS COUNTY OF BASTROP
I hereby certify that this instrument
was FILED in the date and hour specified
hereon by me and was duly RECORDED in
the Volume and Page of the PUBLIC
RECORDS of Bastrop County, Texas, as
Stamped herein by me on



APR 4 1985

Joyce Dehaeyer
COUNTY CLERK
BASTROP COUNTY, TEXAS

ITEM 11



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

TO: Members of the Bastrop County Commissioners Court

FROM: Sonia Thomas

DATE: Nov. 22, 2016

RE: Discussion and possible action regarding the Audrie Brianna Estates, divide 3 lots out of 10.750 acres in the William Thompson Survey and Thomas Christian Survey; Owner: Soler Clean, LLC; Surveyor: Dale L. Olson Surveying Co.; Precinct 4

The property owner is applying to divide 3 lots (from 2.7 acres to 5.0 acres in size) and 0.321 acres to be dedicated for ROW out of a 10.750 acres on the corner of Lexington Road and Brown Road.

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

Attachment: Final Plat

STATEMENT OF FINANCIAL POSITION
AUGUST 31, 2016

ITEM 12

CSCD: 011

ASSETS

| | | |
|---------------------|-----------------------------|---------------------|
| CASH | <u>91,195.23</u> | |
| ACCOUNTS RECEIVABLE | | |
| Supervision Fees | <u> </u> | |
| Due from CJAD | <u> </u> | |
| Other | <u>5,524.03</u> | |
| TOTAL ASSETS | | <u>\$ 96,719.26</u> |

LIABILITIES

| | | |
|-----------------------|-----------------------------|---------------------|
| ACCOUNTS PAYABLE | | |
| Basic Supervision | <u>41,595.50</u> | |
| Community Corrections | <u>7,024.89</u> | |
| Diversion Programs | <u> </u> | |
| TAIP | <u> </u> | |
| TOTAL LIABILITIES | | <u>\$ 48,620.39</u> |

FUND BALANCES

| | | |
|-------------------------------------|-----------------------------|---------------------|
| Basic Supervision | <u>14,435.86</u> | |
| Community Corrections | <u>33,663.01</u> | |
| Diversion Programs | <u> </u> | |
| TAIP | <u> </u> | |
| TOTAL FUND BALANCES | | <u>\$ 48,098.87</u> |
| TOTAL FUND BALANCES AND LIABILITIES | | <u>\$ 96,719.26</u> |

Donna Dama

CSCD Director/Grant Recipient (signature)

11/10/16

DATE

Fiscal Officer (signature)

DATE

**CSCD ADULT PROBATION
General Ledger Trial Balance
As of Aug 31, 2016**

Filter Criteria includes: Report order is by ID. Report is printed in Detail Format.

| Account ID | Account Description | Debit Amt | Credit Amt |
|------------|--------------------------------|--------------|----------------------------|
| 10102 | CASH SX OFF-CCP | 4,243.49 | |
| 10103 | CASH BASIC SUPERVISION | 50,507.33 | |
| 10104 | CASH EDUCATION-CCP | 20,798.65 | |
| 10111 | CASH CSR PROGRAM-CCP | 15,645.76 | |
| 10112 | BOND SUPERVISION-CASH | 4,360.00 | |
| 10303 | ACCTS RECEIVABLE BASIC | 5,524.03 | |
| 20102 | ACCS PAYABLE-SEX OFF | | 169.02 |
| 20103 | ACCTS PAYABLE-BASIC | | 3,361.43 |
| 20111 | ACCTS PAYABLE-CSR | | 1,012.79 |
| 20202 | ACCRUED LIABILITIES-SX OFF PRO | | 2,679.92 |
| 20203 | ACCRUED LIABILITIES-BASIC | | 38,234.07 |
| 20204 | ACCRUED LIABILITIES-EDUCATION | | 953.45 |
| 20211 | ACCRUED LIABILITIES-CSR | | 2,209.71 |
| 30103 | FUND BAL-BASIC | | -42,429.03 - As of 8/31/15 |
| 30112 | BOND SUPERVISION FUND BAL | | 3,365.00 |
| 40102 | CJAD FUNDING-SX OFF | | 92,033.00 |
| 40103 | CJAD FUNDING-BASIC | | 454,127.00 |
| 40104 | CJAD FUNDING-EDUCATION | | 49,597.00 |
| 40105 | CJAD FUNDING-TAIP | | 38,700.00 |
| 40111 | CJAD FUNDING-CSR | | 84,943.00 |
| 40203 | CJAD FUNDING-SAFPF | | 10,241.58 |
| 40303 | SUPERVISION FEES | | 935,295.34 |
| 40312 | BOND SUPERVISION FEES | | 60.00 |
| 40403 | INTEREST INCOME | | 2,612.30 |
| 40503 | CARRYOVER PREV YR | | 42,429.03 |
| 40603 | PYMTS BY PROG PART-BASIC | | 33,501.45 |
| 40605 | PMNTS BY PROG PART-TAIP | | 6,280.00 |
| 40612 | BOND SUPERVISION-UA | | 935.00 |
| 41003 | REVENUE OTHER ADULT | | 2,766.91 |
| 50102 | SALARIES-SX OFF | 74,675.80 | |
| 50103 | SALARIES-BASIC | 1,072,809.47 | |
| 50104 | SALARIES-EDUCATION | 16,695.44 | |
| 50111 | SALARIES-CSR | 31,082.88 | |
| 50202 | FRINGE-SX OFF | 13,255.09 | |
| 50203 | FRINGE-BASIC | 211,350.35 | |
| 50204 | FRINGE-EDUCATION | 3,613.36 | |
| 50211 | FRINGE-CSR | 7,562.80 | |
| 50303 | DWIDOEP INST-BASIC | 24,510.00 | |
| 50304 | TUTORS-EDUCATION | 9,071.00 | |
| 50311 | WORKSITE SPRVSR-CSR | 26,738.60 | |
| 51102 | 352-565-4201 MILEAGE (SX OFF) | 1,059.90 | |
| 51103 | 352-565-4202 MILEAGE (BASIC) | 2,744.04 | |
| 51202 | 352-565-4229 PER DIEM-SX OFF | 957.66 | |
| 51203 | 352-565-4230 PER DIEM | 3,432.62 | |
| 51503 | 352-565-4540 VEHICLE MAINT | 1,508.24 | |
| 51511 | 352-565-4541 VEHICLE MAINT | 437.96 | |
| 51603 | 352-565-4542 VEHICLE FUEL | 1,345.04 | |
| 51611 | 352-565-4543 VEHICLE FUEL | 674.01 | |
| 51703 | 352-565-4415 VEHICLE INSURANCE | 2,099.00 | |
| 52103 | 352-565-4104 U/A CONFIRMATION | 672.00 | |
| 52211 | ACCIDENT INSURANCE | 850.50 | |
| 52305 | 352-565-4106 INDIVIDUAL IOPT | 3,960.00 | |
| 52403 | 352-565-4107 ASSESSMENTS | 3,730.00 | |
| 52405 | 352-565-4407 TAIP ASSESSMENTS | 4,970.00 | |
| 52503 | 352-565-4108 POLYGRAPH FEES | 250.00 | |
| 52805 | 352-565-4109 GROUP IOPT | 35,760.00 | |
| 53103 | EMPLOYEE ASSISTANCE PROGRAM | 1,425.00 | |
| 53203 | 352-565-4911 LICENSE/MEMBRSHIP | 240.00 | |
| 53303 | 352-565-4910 REGISTRATION FEES | 2,296.00 | |
| 53403 | 352-565-4415 BONDS/LIAB INS | 574.00 | |
| 53503 | 352-565-4110 IT SUPPORT | 475.00 | |
| 53602 | 352-565-5911 FISCAL SVC FEE | 690.00 | |
| 53603 | 352-565-5910 FISCAL SVC FEE | 3,406.00 | |
| 53604 | 352-565-5912 FISCAL SVC FEE | 372.00 | |
| 53605 | 352-565-5913 FISCAL SVC FEE | 290.00 | |
| 53611 | 352-565-5914 FISCAL SVC FEE | 637.00 | |
| 53703 | 352-565-4111 FISCAL AUDIT | 5,300.00 | |
| 53803 | 352-565-4112 LEGAL SERVICE | 10,554.00 | |

CSCD ADULT PROBATION
General Ledger Trial Balance
As of Aug 31, 2016

Filter Criteria includes: Report order is by ID. Report is printed in Detail Format.

| Account ID | Account Description | Debit Amt | Credit Amt |
|------------|--------------------------------|--------------|--------------|
| 54103 | 352-565-3102 OFFICE SUPPLIES | 25,169.51 | |
| 54111 | 352-565-3103 CSR SUPPLIES | 1,205.68 | |
| 54203 | 352-565-3104 UVA SUPPLIES | 5,137.75 | |
| 54303 | 352-565-3105 COMPUTER SUPPLIES | 1,544.69 | |
| 54403 | 352-565-4500 CSC SOFTWARE | 47,760.00 | |
| 54711 | 352-565-4544 CSR EQUIP FUEL | 239.46 | |
| 55103 | 352-565-4430 CELL PHONE SVC | 2,944.68 | |
| 55203 | 352-565-4425 L/D PHONE SVC | 971.48 | |
| 55303 | 352-565-4435 INTERNET ACCESS | 12,073.92 | |
| 56103 | 352-565-5901 NEW EQUIPMENT | 9,961.57 | |
| 56203 | 352-565-5902 LEASED EQUIPMENT | 11,151.40 | |
| 56303 | 352-565-4510 EQUIPMENT MAINT | 1,101.99 | |
| 56311 | 352-565-4511 CSR EQUIP REPAIR | 684.34 | |
| 56411 | 352-565-3318 CSR EQUIPMENT | 2,406.51 | |
| 59000 | TO SHOW CARRYOVER ON REPORT | 42,429.03 | |
| Total: | | 1,847,936.03 | 1,847,936.03 |

CSCD ADULT PROBATION
General Ledger Trial Balance
As of Sep 30, 2016

Filter Criteria includes: Report order is by ID. Report is printed in Detail Format.

| Account ID | Account Description | Debit Amt | Credit Amt |
|------------|----------------------------|------------|------------|
| 10102 | CASH SX OFF-CCP | 23,470.26 | |
| 10103 | CASH BASIC SUPERVISION | 118,406.36 | |
| 10104 | CASH EDUCATION-CCP | 22,855.23 | |
| 10105 | CASH TAIP-DP | 9,475.00 | |
| 10111 | CASH CSR PROGRAM-CCP | 35,960.33 | |
| 10112 | BOND SUPERVISION-CASH | 4,420.00 | |
| 10303 | ACCTS RECEIVABLE BASIC | 567.01 | |
| 30102 | FUND BAL-SX OFF | | 1,394.55 |
| 30103 | FUND BAL-BASIC | | 14,435.86 |
| 30104 | FUND BAL-EDUCATION | | 19,845.20 |
| 30111 | FUND BAL-CSR | | 12,423.26 |
| 30112 | BOND SUPERVISION FUND B | | 4,360.00 |
| 40102 | CJAD FUNDING-SX OFF | | 26,160.00 |
| 40103 | CJAD FUNDING-BASIC | | 114,453.00 |
| 40104 | CJAD FUNDING-EDUCATION | | 3,902.00 |
| 40105 | CJAD FUNDING-TAIP | | 9,675.00 |
| 40111 | CJAD FUNDING-CSR | | 27,201.00 |
| 40303 | SUPERVISION FEES | | 64,409.29 |
| 40403 | INTEREST INCOME | | 100.43 |
| 40603 | PYMTS BY PROG PART-BASI | | 4,400.00 |
| 40605 | PMNTS BY PROG PART-TAIP | | 10.00 |
| 40612 | BOND SUPERVISION-UA | | 60.00 |
| 41003 | REVENUE OTHER ADULT | | 9.01 |
| 50102 | SALARIES-SX OFF | 3,412.18 | |
| 50103 | SALARIES-BASIC | 53,200.79 | |
| 50104 | SALARIES-EDUCATION | 756.59 | |
| 50111 | SALARIES-CSR | 1,415.57 | |
| 50202 | FRINGE-SX OFF | 610.55 | |
| 50203 | FRINGE-BASIC | 10,744.44 | |
| 50204 | FRINGE-EDUCATION | 135.38 | |
| 50211 | FRINGE-CSR | 371.95 | |
| 50303 | DWINDOEP INST-BASIC | 930.00 | |
| 50311 | WORKSITE SPRVSR-CSR | 1,814.20 | |
| 51103 | 352-565-4202 MILEAGE (BASI | 64.80 | |
| 51203 | 352-565-4230 PER DIEM | 379.92 | |
| 51611 | 352-565-4543 VEHICLE FUEL | 62.21 | |
| 51703 | 352-565-4415 VEHICLE INSUR | 2,140.00 | |
| 52405 | 352-565-4407 TAIP ASSESSM | 210.00 | |
| 53303 | 352-565-4910 REGISTRATION | 673.00 | |
| 53403 | 352-565-4415 BONDS/LIAB IN | 50.00 | |
| 53503 | 352-565-4110 IT SUPPORT | 375.00 | |
| 54102 | OFFICE SUPPLIES | 61.56 | |
| 54103 | 352-565-3102 OFFICE SUPPLI | 695.85 | |
| 54303 | 352-565-3105 COMPUTER SUP | 166.35 | |
| 54403 | 352-565-4500 CSC SOFTWARE | 7,960.00 | |
| 55303 | 352-565-4435 INTERNET ACC | 969.89 | |
| 56203 | 352-565-5902 LEASED EQUIP | 484.18 | |
| Total: | | 302,838.60 | 302,838.60 |

} As of 8/31/16

Letter of Agreement
Confidential: Coram LLC

SHERIFF'S OFFICE shall pay the full amount of the claim without applying any additional discounts, offsets or allowances.

- 4) "AWP" shall mean the average wholesale price of the designated pharmaceutical product as identified by its unique National Drug Code (NDC) and as listed in the most recently published and available edition of the Redbook guide to pharmaceutical prices. The AWP billed will be that which corresponds to the NDC that represents the quantity actually used by Coram in filling the prescription.
- 5) The term "Per Diem" shall mean the amount charged for each calendar day that a patient receives Covered Services pursuant to this Agreement and in accordance with the plan of care as prescribed by the ordering physician. Pursuant to the HCPCs Per Diem code descriptions, the following items and services are included in the Per Diem rates: Administrative Services, Pharmacy Professional Services (including dispensing, clinical monitoring, and other pharmacy professional services), Care Coordination, and Supplies & Equipment.
- 6) Therapies and rates:
 - THERAPY (PRIMARY): ANTI-INFECTIVES, S9500 Q24 hours @ \$55.00 per day & Drug @ AWP - 10%
 - THERAPY ADD-ONS: No Therapy Add-Ons
 - ADDITIONAL THERAPY ADD-ONS: No additional add-ons
 - THERAPY (SECONDARY): ANTI-INFECTIVES, S9502 Q8 hours @ \$75.00 per day & Drug @ AWP - 10%
 - SECONDARY THERAPY ADD-ONS: DISPOSABLE PUMPS, A4305/A4306 @ \$15.00 each
 - NURSING: NURSING, 99601 @ \$100.00 per visit (2 hrs) & 99602 @ \$50.00 (each addl hr)
 - PROFESSIONAL SERVICES: No Additional Service

The rates specified herein shall apply only to the Patient and shall not apply to any other BASTROP COUNTY SHERIFF'S OFFICE member or beneficiary. The rates herein do not represent an offer by Coram to provide the specified services and/or rates for any other patient.

All other therapies and services provided by Coram to Patient shall be reimbursed according to Coram's usual and customary rates.

- 7) BASTROP COUNTY SHERIFF'S OFFICE shall defend, indemnify and hold harmless Coram and each of its officers, directors, employees, agents and stockholders (the "Coram Parties"), from and against any and all claims, liabilities, losses, damages, costs or expenses of any kind (including reasonable attorneys' fees and actual disbursements) ("Indemnified Amounts") incurred by the Coram Parties or any of them as a result of, or arising out of, or relating to BASTROP COUNTY SHERIFF'S OFFICE's breach of its obligations under this Agreement or its acts or omissions relating to the Services provided pursuant to this Agreement, except to the extent such Indemnified Amounts are due to the gross negligence or willful misconduct of any Coram Party.

Letter of Agreement
Confidential: Coram LLC

Authority to Enter into Agreement. Each person signing this Agreement on behalf of each party represents and warrants to the other party that he/she is fully authorized and empowered to execute this Agreement on behalf of such party and that following execution of this Agreement by such persons, this Agreement shall be binding upon and inure to the benefit of the parties hereto.

We appreciate the opportunity to provide high quality infusion therapy services to your members and look forward to being of continued service to you in the future.

Respectfully,

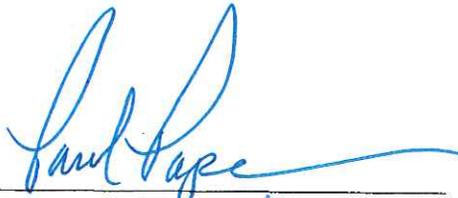
CORAM LLC

ACCEPTANCE:
BASTROP COUNTY SHERIFF'S OFFICE

Name: William Pahl
William Pahl (Nov 22, 2016)

Title: Director, Infusion Operations

Date: 11/22/2016

Name: 

Title: County Judge

Date: 11-22-16

Agreed on to form:

Greg Gilleland
1st Asst. Criminal D.A.
Bastrop Co, Texas
SBOT No. 07923050



CVS specialty infusion services

To whom it may concern,

The requested Letter of Agreement has been completed and reviewed by our legal department. Unfortunately, we are not able to have specific rates added to the contract. The Letter of Agreement provides estimated pricing based on the rates that are verified at time of referral. The rate will be always be AWP -10%. The following is the detail information on estimate pricing for the requested therapies.

RE:

Coram Tier 2 pricing -- AWP -10%

Dates on service 11/23/16 to 12/15/16

Ceftriaxone 2gm Q day

| | |
|----------|-----------------|
| Drug | \$ 82.17 / day |
| Per diem | \$ 55.00 /day |
| Total | \$ 137.17 / day |

Vancomycin 1.25gm Q 8h

| | |
|----------------------|----------------|
| Drug | \$ 52.65/ day |
| Per diem | \$ 75.00/day |
| Eclipses \$ 15/ dose | \$ 45/day |
| Total | \$ 172.65/ day |

Total for both meds \$ 309.82/ day

Coram will provide a one-time nursing teach only.

RN fees ~~\$ 100.00 / visit~~ for first 2hrs + \$ \$50 for each addl hr



CVS specialty infusion services

Paul Page 11.22.16

Karina Almaraz | Sr. Assistant - PAR Sacramento COE, Coram/CVS Specialty Infusion Services
P 916.857.7385 | F 512-832-1240

CVS Health | 11902 Sun Center Dr., Rancho Cordova, CA 95670

CONFIDENTIALITY NOTICE: This communication and any attachments may contain confidential and/or privileged information for the use of the designated recipients named above. If you are not the intended recipient, you are hereby notified that you have received this communication in error and that any review, disclosure, dissemination, distribution or copying of it or its contents is prohibited. If you have received this communication in error, please notify the sender immediately by email or telephone and destroy all copies of this communication and any attachments.

[Signature]

Agreed as to form
 Guy Gilceland SBO# No. 07923050
 1st Asst. D.A. - Bastrop

BURGESS & NIPLE

DO 1

4029 Capital of Texas Highway | Suite 220 | Austin, TX

Ms. Randi Fishbeck
Executive Assistant
Bastrop County Judge's Office
804 Pecan Street
Bastrop, TX 78602
Randi.Fishbeck@co.bastrop.tx.us

Re: Cursory Inspection of
Lower Elgin Road Truss Bridge
Report on Findings

October 8, 2016

Dear Ms. Fishbeck:

On September 27, 2016, Burgess & Niple, Inc. (B&N) performed a cursory inspection of the closed Lower Elgin Road truss bridge that spans Wilbarger Creek in Bastrop County, Texas. The purpose of this inspection was to gain a general understanding of the condition of the structure considering its age and the damage sustained by the structure during flooding in 2015 to determine (1) if the structure can be rehabilitated and (2) the engineering costs associated with a detailed inspection and analysis of the structure for the purposes of developing a scope of work for a rehabilitation of the bridge.

We were provided with the following documentation for review:

- Ferguson, Debra and Nance, Ernie. April 2016. Lower Elgin Road Bridge on Wilbarger Creek, Bastrop County, TX: A History.
- Texas Department of Transportation. October 15, 2016. PonTex Detail Bridge Report.
- Texas Department of Transportation. February 25, 2002. Bridge Inspection Record
- Barnhart Engineering. April 19, 2000. Pedestrian Bridge Rating, Bridge I.D. 14-011-AA00-55-001.

Documents were provided by Carolyn Dill, P.E., Engineering and CIP Director, Bastrop County, Texas. Additionally, Ms. Dill met us at the bridge site while we were conducting the cursory inspection.

According to documents provided, the Lower Elgin Road truss bridge was constructed in 1888. A parallel replacement structure was constructed in 1997. The original bridge remained open for only pedestrian traffic from 1997 forward. Significant flood events in May 2015 and October 2015 damaged the bridge and it has been closed to pedestrian traffic since that time. End view and elevation photos are provided as Photos 1 and 2 in the appendix.

The following general observations were made during our cursory inspection.

- Bridge abutments are rotated out of plumb and failing. See Photo 3.
- Recent flooding caused significant scour and degradation of fill material under the north approach spans, exposing foundation components. See Photo 4.

- A number of approach span bents are no longer vertical. See Photo 5.
- Concrete substructure under southwest corner truss bearing is no longer sound. Concrete is friable, spalled and deteriorating. See Photo 6.
- Timber decking is missing or failed throughout. See Photo 7.
- Steel truss members exhibit surface corrosion, localized section loss and some through-holes. Some primary structural members have impact damage and are out of alignment.
- Truss secondary bracing members are frequently missing, damaged or loose.

Based on our observations at the site, it is likely that the bridge could be rehabilitated to once again safely support pedestrian loads. However, extensive repairs will be required, beyond simply rehabilitating the timber deck. The scope of repairs necessary would likely include: reconstruction of the approach spans along with some of the substructure units, concrete repairs for piers supporting main truss span, rehabilitation of truss bearings, strengthening of deteriorated primary truss members, repairs to secondary and bracing members, localized repairs to stringer and floorbeam connections, new timber decking, and new bridge rail. Should it be placed back in service, we would also recommend that all steel superstructure members be cleaned and painted to protect the steel from further deterioration.

Consideration could be given to moving just the main span of the truss from its current location to another locale where the approach spans would not be necessary such as on a bike path or in a park setting.

The suggested next step if the County wishes to continue evaluating the feasibility of preserving this bridge for the future is to generate a detailed scope of repairs along with a construction cost estimate. This would be accomplished by a complete, detailed hands-on inspection of the structure, a load rating analysis and summary report that includes repair scope and estimated costs. **This engineering work can be accomplished for a fee of \$50,000.** Note: this fee does not include the preparation of construction plans for the repairs, or a contractor bid package. An estimate for those engineering services would be included along with the delivery of the hands-on inspection and rating report.

Thank you for the opportunity to respond to your engineering needs. If you have any questions, please do not hesitate to contact us.

Respectfully submitted,

BURGESS & NIPLÉ, INC.



Mark E. Bernhardt, PE
Principal, Director of Facility Inspection





Photo 1 – Bridge elevation



Photo 2 – End view looking north



Photo 3 – South abutment is rotated and failing



Photo 4 – Large area of bank degradation in north approach. Footing for approach span bent is exposed



Photo 5 – Approach span bent that is leaning

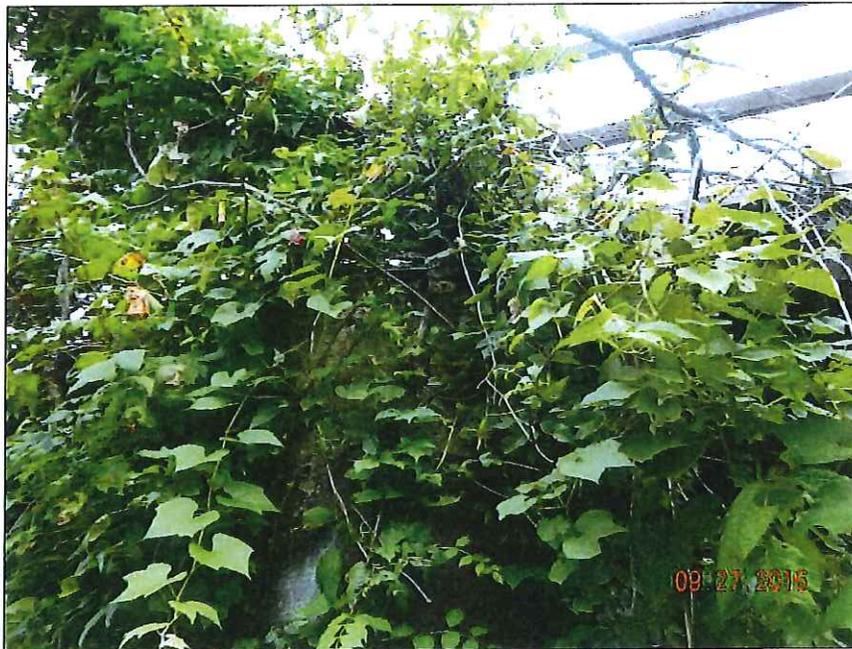


Photo 6 – Unsound concrete under southwest truss bearing



Photo 7 – Typical failed condition of timber decking

Comments and Questions Regarding the Burgess & Niple Engineering Report for the Lower Elgin Road Bridge

Debra Ferguson

When I first learned that the Commissioner's Court had engaged Burgess & Niple to provide the ' cursory inspection of the closed Lower Elgin Road truss bridge...' from, I hoped that the inspection might be a part of finally being able to get a development plan/scope and budget required to move forward with grant applications and fundraising activities for the repair of the decking that was damaged in the floods of 2015. The development plan/scope is particularly important when considering that the Texas Preservation Trust Fund Grant Program will begin accepting grant applications for historical projects in December, that applications are only accepted at two-year intervals, and that a development plan/scope and budget will be required to successfully complete this application. Although I appreciate the efforts of Commissioner's Court to obtain this inspection, there are several things about the B&N report that I do not understand, and I hope that the Commissioners can help to clarify.

From our earliest efforts to work with the County toward repairs for this bridge, beginning a year and a half ago, we were only asking for help to repair the flood damage to the Lower Elgin Road bridge to restore it to its previous level of usability for pedestrian/recreational use. The bridge, a Pratt through truss bridge that was built in 1888, had been in continuous use for vehicular traffic until it was by-passed in 1997, and had remained open for pedestrian/recreational use until the May 2015 flood. During both meetings that we have with Judge Paul Pape about the repair of the bridge (September 30, 2015 and May 18, 2016), Judge Pape has talked about the possibility of converting the area around the bridge to a County park. Although Judge Pape was planning to look for funding through the County to establish the park, we all knew that repairing the bridge decking/establishing a park would require fundraising and applying for grant funding. Unfortunately, fundraising and grant applications require a development plan/scope and budget, which we still do not have.

I was hopeful that the B&N report would help with establishing the development plan/scope and budget, but as I read the report initially, I saw that, as it is currently written, that is unlikely. Aside from confirming that the bridge can be made safe again, the B&N report contains little useful information and a good bit of information that is questionable. The beginning of the engineering report specifies the purpose as "... to gain a general understanding of the structure considering its age and the damage sustained by the structure during the flooding in 2015 to determine (1) if the structure can be rehabilitated and (2) the engineering costs associated with a detailed inspection and analysis of the structure for the purposes of developing a scope of work for a rehabilitation of the bridge." The report continues with a bullet list of seven items. The possibility of the bridge "...to once again safely support **pedestrian** loads" is not even mentioned until after the laundry list of recommendations. The paragraph that mentions "pedestrian" also specifies that "...extensive repairs will be required..." That paragraph ends with this sentence: "Should it be placed back in service, we would also recommend that all steel superstructure members be cleaned and painted to protect the steel from further deterioration."

By this point in the report, the word "steel" has been used three times in reference to the bridge construction. This usage would not be particularly remarkable if the report were referring to a modern bridge. In this instance, however, it is quite remarkable, considering that this bridge is

wrought iron, rather than steel. Steel and wrought iron share some properties, but there are major differences between the two metals; as a result of these differences, the processes required to straighten and weld these metals are very different. Based on the B&N report, however, I'm not sure whether B&N does not understand this or whether this is just a sloppy report. Although the report mentions cleaning and painting the bridge, it does not specify how this is done. In this instance, it would likely require dismantling, sandblasting, painting, and reconstructing the bridge. These activities will, of course, have a significant effect on the ultimate costs. That effect is not mentioned in the engineering report—but will likely come later should the County agree to it. Another school of thought, however, exists for oxidized iron: the thick rust patina coating the exterior actually serves to protect the surface from further oxidation and deterioration. If this is removed by sandblasting and the structure is painted, then the bridge will need repainting over time to prevent deterioration, which will result in ongoing costs. Leaving the oxidation, however, was not presented as an option in the B&N report, but then leaving it wouldn't be profitable to B&N or to the company to which this would likely be outsourced to.

Although a full restoration of the bridge would be nice, all that we've wanted from the outset was to get the bridge back to its preflood level of usability, which in this instance, seems to be to just repair the decking. Other bridges, however, have been fully restored. Piano Bridge in Fayette County is one of the full-restoration projects. This bridge is very similar to the Lower Elgin Road bridge in many respects: it is a wrought iron Pratt through truss bridge, and was built in 1885. At the time of its restoration, however, Piano Bridge was still carrying vehicular traffic (and was consequently eligible for TxDOT funding) and would have to continue to support vehicular traffic, some of which included heavy frac trucks to support the oil and gas exploration in the area. What was startling, at least to me, was that the recommendations of the B&N report seem to closely follow the online video documentation of the full restoration of Piano Bridge. Please don't just take my word for that, however; look for yourself. The video documentation of Piano Bridge can be found at <https://www.youtube.com/watch?v=3PeShK09czU>. Because the Lower Elgin Road bridge will not carry vehicular traffic (and certainly not heavy frac trucks!), it does not make sense to restore the bridge to the same level as that of Piano Bridge.

The B&N report, short though it is on useful information for this bridge project, specifies "The suggested next step... is to generate a detailed scope of repairs along with a construction cost estimate. This would be accomplished by a complete detailed hands-on inspection of the structure, a load rating analysis and summary report that includes repair scope and estimated costs" which is available for a fee of \$50,000. The report carefully notes, however, that the costs for preparing the construction plans for the repairs or a contractor bid package is NOT included in the \$50,000 fee. It does not specify what the additional costs would be, other than they would be included with the delivery of the hands-on inspection and rating report.

After multiple readings, I do not see how this report takes us closer to a scope and budget that is needed to be able to apply for the Texas Preservation Trust Fund Grant Program and, in my mind at least, raises far more issues than it addresses. Because we have successfully applied for the historical designation for the bridge, the bridge meets the eligibility requirements for this grant. (I was initially concerned that it may not be eligible because the historical designation has not yet been finalized, but I have since confirmed its eligibility with Gregory Smith of the Texas Historical Commission; per Mr. Smith, the approval that the bridge received in September makes

the bridge eligible and he expects the designation process to be finalized by the end of the year). Unless we can formulate a development plan/scope and budget within the next month, however, we will have no chance for securing this grant, which essentially amounts to squandering a major opportunity.

Despite our efforts to schedule a new meeting with the County, we have not had a meeting since May 2016, and it may be that there have been other developments that we have not been told about. As far as I know, the County still has some interest in converting the area around the bridge to a park, but I don't know this for certain. We may be about to miss some funding opportunities through the Texas Preservation Trust Fund Grant Program, however, because we don't have the development plan/scope or budget worked out and the B&N report is insufficient to provide the information necessary to get this documentation together. It still may be possible, however, to salvage some of the opportunity, but it will require some fast work and dedication to the project. Rather than create one development plan/scope and budget, the project could be separated into phases with an application for the grant to cover Phase 1, to be followed by an application for Phase 2 when the Texas Preservation Trust Fund Grant Program begins accepting grant applications again in 2018. Phase 1 could include repair of the decking (which could be reused later if the bridge is reworked more thoroughly in Phase 2), securing the area around the bridge through something like bollards placed at each end of the bridge to ensure that no one tries to drive over it, and possibly some preliminary work on the land around the area to begin the process of creating the park.

Depending on what the County's ultimate goals are for the area around the bridge/park, Phase 2 could include a more in-depth restoration of the bridge, acquisition of addition land if necessary, and whatever else the County envisions. At any rate, separating the project into phases would make it possible to still get a plan/scope and budget together for the December 2016 application phase and begin work and, at the same time, we would have two years in which to develop the plan for Phase 2.

The separation of the project into phases would also provide the time needed to obtain a second engineering opinion. Although B&N seems to have the background needed for new bridge construction, judging from the current report, I'm not sure that they have the level of understanding of the construction of the late 1880s vintage of wrought iron bridges that will ultimately be needed to repair the Lower Elgin Road bridge. That the current report seems to be primarily geared toward getting money from the County than on providing useful information is, for me at least, a very large red flag. Other companies may be more willing to provide the information needed with a more reasonable fee structure. Although I have worked as a technical writer/editor for the last 20 years and have long since lost track the number of the large-scale engineering projects that I've worked on over the years, I have never seen an engineering report like the one provided by B&N. Rather than providing what is actually needed and the costs associated to complete the work, this report is—without specifying it overtly—recommending a full restoration comparable to what was done at Piano Bridge and seems to be focused more on getting money from the County than anything else. No, I've never seen an engineering report like this one, and in my opinion, it does not reflect well on the company. A second opinion from a company that understands the ultimate goals for the bridge is, in my opinion, a very good idea;

separating the project into at least two phases would enable us to go forward and still have time to obtain a second opinion for Phase 2 of the project.

There is one other sentence contained in the B&N report that I've debated with myself about mentioning, but it may be too important to omit in light of some other information that I've come across in the last week: "Consideration could be given to moving just the main span of the truss from its current location to another locale where the approach spans would not be necessary, such as on a bike path or in a park setting." From my technical editor standpoint, this sentence stands out as being completely out of place in a report about repairing a bridge. Why would moving it be an option? That would require dismantling and set-up—which would result in additional expenses—in a location that doesn't have any historical connection to the bridge. Who would do that? Why would they do it? The information that I've obtained recently, however, suggests that there is a secondary and tertiary market for old bridges, and that some organizations that would otherwise seem to be associated with their repair have discovered that there is greater profitability in buying/selling them than in repairing them. I sincerely hope that this is not something that is going to be considered here. This bridge is important to its current location and moving it would result in a major historical disconnect. In addition, I don't think that the area residents would be happy about the County support of this type of scenario.

I look forward to hearing about the discussion of the current B&N engineering report by Commissioner's Court and about how the plans for the bridge and area that surrounds it develop. I am willing to help in any way possible, and am especially looking forward to the time when we are finally able to start writing the grant applications.

Thank you for your time and consideration.

Debra Ferguson
deb@mentaltoolbox.com

New
 Update

LAW ENFORCEMENT AGENCY (LEA) APPLICATION FOR PARTICIPATION

This application must be updated and resubmitted within 30 days of any changes

Federal State Tribal Federal Agencies only: (Parent Affiliate i.e. DOJ): _____

2YTXXX DODAAC (Update Only): _____

AGENCY: Bastrop County Sheriff's Office

PHYSICAL ADDRESS (No P.O. Box): 200 Jackson St

CITY: Bastrop STATE: Texas ZIP: 78602

AGENCY MUST HAVE AT LEAST 1 FULL-TIME OFFICER TO PARTICIPATE IN THE PROGRAM
INDICATE THE NUMBER OF COMPENSATED OFFICERS WITH ARREST AND APPREHENSION AUTHORITY

FULL-TIME: 100 PART-TIME: _____

SCREENER POC(s): INCLUDE EMAIL ADDRESS AND DIRECT CONTACT PHONE NUMBER IF AVAILABLE

*MAIN POC: Is the Primary POC for requests and property pickup

| | NAME: LAST, FIRST | EMAIL | PHONE # |
|--------------------|-------------------|-----------------------------------|--------------|
| *SCREENER/MAIN POC | Garcia, Mark | mark.garcia@co.bastrop.tx.us | 512-549-5086 |
| SCREENER/POC #2 | Molinari, Alan | aj.molinari@co.bastrop.tx.us | 512-549-5048 |
| SCREENER/POC #3 | Lewis, Leigh Ann | leigh.lewis@co.bastrop.tx.us | 512-549-5005 |
| SCREENER/POC #4 | | | |
| WEAPON/POC | Wolf, Christopher | christopher.wolf@co.bastrop.tx.us | 512-54-5047 |
| AIRCRAFT/POC | | | |
| VEHICLE/POC | Molinari, Alan | aj.molinari@co.bastrop.tx.us | 512-549-5048 |

NOTICE: LAW ENFORCEMENT ACTIVITIES ARE DEFINED AS: GOVERNMENTAL AGENCIES WHOSE PRIMARY FUNCTION IS THE ENFORCEMENT OF APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND WHOSE OFFICERS HAVE THE POWERS OF ARREST AND APPREHENSION.

Upon acceptance into the Program, I understand that I have 30 days to familiarize myself with the State Plan of Operation and all Program guidance that is provided by the State Coordinator and that by signing, I certify that all information contained above is valid and accurate. (N/A for Federal Agencies)

By signing this I/we certify under penalty of perjury that the foregoing is true and correct. Making a false statement may result in judicial actions or prosecution under 18USC § 1001.

CHIEF LAW ENFORCEMENT OFFICIAL/ HEAD OF LOCAL AGENCY: Maurice Cook DATE: 11-21-16

PRINTED NAME

Maurice Cook
SIGNATURE

STATE COORDINATOR/SPOC: (NOT REQUIRED FOR FEDERAL AGENCIES) _____ DATE: _____

PRINTED NAME

SIGNATURE

LESO Team Lead Approval

STATE PLAN OF OPERATIONS
BETWEEN THE STATE OF
TEXAS
AND THE
Bastrop County Sheriff's Office

I. PURPOSE

This State Plan of Operation (SPO) is entered into between the State of Texas and the (*LEA name*) Bastrop County Sheriff's Ofc , to set forth the terms and conditions which will be binding on the parties with respect to excess Department of Defense (DOD) personal property transferred pursuant to 10 USC § 2576a in order to promote the efficient and expeditious transfer of property and to ensure accountability of the same.

II. AUTHORITY

The Secretary of Defense is authorized by 10 USC § 2576a to transfer to State Law Enforcement Agencies, personal property that is excess to the needs of the DOD and that the Secretary determines is suitable to be used by such agencies in law enforcement activities, with preferences for counter-drug / counter-terrorism or border security activities, under such terms prescribed by the Secretary. The authorities granted to the Secretary of Defense have been delegated to the Defense Logistics Agency (DLA) in determining whether property is suitable for use by agencies in Law Enforcement Activities (LEAs). DLA defines law enforcement activities as activities performed by governmental agencies whose primary function is the enforcement of applicable Federal, State, and local laws and whose compensated law enforcement officers have powers of arrest and apprehension. This program is also known as the "1033 Program" or the "LESO Program" and is administered by DLA Disposition Services, Law Enforcement Support Office (LESO),

III. GENERAL TERMS AND CONDITIONS

A. OPERATIONAL AUTHORITY

The Governor of the State of Texas has designated in writing with an effective date of August 26, 2015 to implement this program statewide as well as conduct management and oversight of this program. Funding / Budgeting to administer this program are provided by the Texas Department of Public Safety.

The provided funding is used to support assistance to the LEAs with customer service to include

computer / telephone assistance and physical visits to the LEAs to assist with acquiring access to the LESO Program. The staffing to provide the support to the LEAs within the State of Texas is as follows:

State Coordinator (SC): Skylor Hearn

State Point of Contact (SPOC): Rolando Ayala

State Point of Contact (SPOC): Laurie Patterson

State Point of Contact (SPOC): John Riddick

The following is the facility / physical location and business hours to provide customer service to those LEAs currently enrolled, as well as interested participants of the LESO Program:

Agency Address / Location: 5805 N Lamar Blvd Austin, Texas 78752

EMAIL / Contact Phone Numbers: Texas1033Program@dps.texas.gov 512-424-7590

Fax Number: 512-424-7591

Hours of Operation: 7AM – 5PM

B. The DLA LESO has final authority to determine the type, quantity, and location of excess DOD personal property suitable for law enforcement activities, if any, which will be transferred to the (*LEA name*) Bastrop County Sheriff's Office.

C. This agreement creates no entitlement to the LEA to receive excess DOD personal property.

D. The (*LEA name*) Bastrop County Sheriff's Office understands that property made available under this agreement is for the use of authorized program participants only. Property may not be obtained for any individual, organization, or agency that has not been approved as a participant in the LESO Program. All requests for property must be based on bona fide law enforcement requirements. Property will not be obtained by any authorized participant for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan.

E. Controlled property (equipment) includes any property that has a demilitarization (DEMIL) Code of B, C, D, F, G, and Q; and property, regardless of demilitarization code, that was specifically identified in the Law Enforcement Equipment Working Group Report from May 2015, created pursuant to Executive Order 13688 (EO). The Working Group Report mandates that the following items be treated as controlled property:

- 1) Manned Aircraft, fixed or rotary wing
- 2) Unmanned Aerial Vehicles
- 3) Wheeled Armored Vehicles
- 4) Wheeled Tactical Vehicles
- 5) Command and Control Vehicles
- 6) Specialized Firearms and Ammunition Under .50 Cal (excluded firearms and ammunition for service-issued weapons)
- 7) Explosives and Pyrotechnics
- 8) Breaching apparatus

- 9) Riot Batons
- 10) Riot Helmets
- 11) Riot Shields

F. LEAs that request items in Paragraph E above must provide all required information outlined in the Law Enforcement Equipment Working Group Report and all information on the LESO request form. Among other specific requirements identified in these documents, LEAs will be required to certify and submit:

- 1) A detailed written justification with a clear and persuasive explanation of the need for the property and the law enforcement purposes it will serve;
- 2) Evidence of approval or concurrence by the LEA's civilian governing body (city council, mayor, etc.);
- 3) The LEA's policies and protocols on deployment of this type of property;
- 4) Certifications on required training for use of this type of property; and
- 5) Information on whether the LEA has applied, or has pending an application, for this type of property from another Federal agency.

G. The (*LEA name*) Bastrop County Sheriff's Office must maintain and enforce regulations designed to impose adequate security measures for controlled property to mitigate the risk of loss or theft.

H. Under no circumstances will controlled property be sold or otherwise transferred to non-U.S. persons, or exported. All transfers must be approved by the State and DLA Disposition Services LESO.

I. Cannibalization requests for controlled property must be submitted in writing to the State, with final approval by the LESO. The LESO will consider cannibalization requests on a case-by-case basis.

J. The LESO conditionally transfers all excess DOD property to States / LEAs enrolled in the LESO Program. Title or ownership of controlled property will remain with the LESO in perpetuity and will not be relinquished to the LEAs. When the LEA no longer has legitimate law enforcement uses for controlled property, the LEA must notify the State, who will then notify the LESO, and the controlled property must either be transferred to another enrolled LEA (via standard transfer process) or returned to DLA Disposition Services for disposal. The LESO reserves the right to recall controlled and non-controlled property issued through the LESO Program at any time.

K. Property with a DEMIL Code of "A" is also conditionally transferred to the LEA. However, after one year from the Ship Date, the LESO will relinquish ownership and title to the LEA. Prior to this date, the State and LEA remains responsible for the accountability and physical control of the item(s) and the LESO retains the right to recall the property. Title will not be relinquished to any property with DEMIL Code of "A" that is controlled property identified in Paragraph III E.

- 1) Property with DEMIL Code of "A" will automatically be placed in an archived status on the LEAs property book upon meeting the one year mark.
- 2) Once archived, the property is no longer subject to annual inventory requirements and will not be inventoried during a LESO Program Compliance Review (PCR).
- 3) Ownership and title of DEMIL "A" items that have been archived will pass automatically from the LESO to the LEA when they are archived at the one year mark (from Ship Date) without issuance of any further documentation.
- 4) LEAs receive title and ownership of DEMIL "A" items as governmental entities. Title and ownership of DEMIL "A" property does not pass from DOD to any private individual or LEA official in their private capacity. Accordingly, such property should be maintained and ultimately disposed of in accordance with provisions in State and local law that govern public property. Sales or gifting of DEMIL "A" property after the one year mark in a manner inconsistent with State or local law may constitute grounds to deny future participation in the LESO Program.

L. The LEAs are not authorized to transfer controlled property or DEMIL Code "A" property carried on their inventory without LESO notification and approval. Property will not physically move until the State and LESO approval process is complete.

IV. ENROLLMENT

A. An LEA must have at least one full-time law enforcement officer in order to enroll and/or receive property via the LESO Program. Only full-time and part-time law enforcement officers are authorized to receive property. Reserve officers are not authorized to receive property.

- 1) The LEA shall submit an updated Application Packet to the State Coordinator's office no later than December 1 each year and/or any time there is a change in personnel or LEA contact information. Failure to do so may result in suspension and/or termination from the program.
- 2) Once approved for participation in the program, at least one of the LEA's authorized screeners must attend a mandatory training class prior to any requests for property being approved. The class will be conducted free of charge to the LEA and will be held at location determined by the State Coordinator's office.
- 3) LEA transfer of responsibility -- program property assigned to the LEA. A change in the Chief Law Enforcement Official (CLEO), due to any reason, will not relinquish responsibility from the LEA for properly maintaining existing program property in the LEA's possession. If the new CLEO does not wish to be responsible for existing property, they shall notify the State Coordinator's office in writing that they wish to return the equipment to the nearest Disposition Site or transfer it to a qualifying LEA. The new CLEO remains responsible for existing property until the property is officially transferred or returned.

B. The State shall:

- 1) Implement LESO Program eligibility criteria in accordance with 10 USC § 2576a, DLA Instructions and Manuals, and the DLA MOA the State signs.
- 2) Receive and process applications for participation from LEAs currently enrolled and those LEAs that wish to participate in the LESO Program.
- 3) Receive and recommend approval or disapprove LEA applications for participation in the LESO Program. The State Coordinators have sole discretion to disapprove LEA applications on behalf of the Governor of their State. The LESO should be notified of any applications disapproved at the State Coordinator level. The State Coordinator will only forward and recommend certified LEAs to the LESO that are government agencies whose primary function is the enforcement of applicable Federal, State, and local laws and whose compensated officers have the powers of arrest and apprehension. The LESO retains final approval / disapproval authority for all LEA applications forwarded by State Coordinators.
- 4) Ensure LEAs enrolled in the LESO Program update the LEAs account information annually (accomplished during the FY Annual Inventory in the Federal Excess Property Management Information System [FEPMIS]).
- 5) Provide a comprehensive overview of the LESO Program to all LEAs once they are approved for enrollment. This comprehensive overview must be done within thirty (30) days and include, verbatim, the information contained in Paragraph III E of this SPO.
- 6) Ensure that screeners of property are employees of the LEA. Contractors may not conduct screening on behalf of the LEA.
- 7) Ensure that at least one person per LEA maintains access to the FEPMIS. Account holders must be employees of the LEA.

V. ANNUAL INVENTORY REQUIREMENTS

A. Per the DLA Instructions and Manuals and the DLA MOA, each State and participating LEA within is required to conduct an annual inventory certification of controlled property, which includes DEMIL "A" for one (1) year from Ship Date. Annual inventories start on October 1 of each year and end December 1 of each year.

B. The State shall:

- 1) Receive, validate, and reconcile incoming certified inventories from the LEAs.
- 2) Ensure LEAs provide serial numbers and photos identified during the annual inventory process for inclusion in the LESO property accounting system for all controlled property identified in Paragraph III E, small arms and other unique

items as required. For equipment that does not contain a serial number, such as riot control or breaching equipment, a photograph will suffice.

- 3) Suspend the LEA as a result of the LEAs failure to properly conduct and/or certify and submit certified inventories, according to the aforementioned requirements.

C. The LEA shall:

- 1) Complete the annual physical inventory as required.
- 2) Provide serial numbers and photos identified in the annual inventory process for inclusion in the LESO property accounting system for all controlled property identified in Paragraph III E, small arms and other unique items, as required. For equipment that does not contain serial number, such as riot control or breaching equipment, a photograph will suffice.
- 3) Certify the accountability of all controlled property received through the LESO Program annually by conducting and certifying the physical inventory. The LEA must adhere to additional annual certification requirements as identified by the LESO.
 - a. The State requires each LEA to submit certified inventories for their Agency by December 1 of each year. The Fiscal Year (FY) is defined as October 1 through September 30 of each year. This gives the LEA two (2) months to physically inventory LESO Program property in their possession and submit their certified inventories to the State Coordinators.
 - (1) The LESO requires a front or side and data plate photo for Aircraft and Tactical Vehicles that are serial number controlled, received through the LESO Program.
 - (2) The LESO requires serial number photos for each small arm received through the LESO Program.
 - b. The LEAs failure to submit the certified annual inventory by December 1 may result in the agency being suspended from operations within the LESO Program. Further failure to submit the certified annual inventory may result in a LEA termination.
- 4) Be aware that High Profile Commodities (Aircraft, Tactical Vehicles and Small Arms) and High Awareness (controlled) property are subject to additional controls.

VI. PROGRAM COMPLIANCE REVIEWS

A. The LESO conducts a Program Compliance Review (PCR) for each State that is enrolled in the LESO Program every two (2) years. The LESO reserves the right to require an annual PCR, or similar inspection on a more frequent basis for any State. The LESO PCRs are performed in order to ensure that State Coordinators, SPOCs and all LEAs within a State are compliant with the terms and conditions of the LESO Program as required by 10 USC § 2576a, DLA Instructions and

Manuals, and the DLA MOA signed by the State.

- 1) If a State and/or LEA fails a PCR, the LESO will immediately suspend their operations and will subsequently issue corrective actions (with suspense dates) to the State Coordinator, which will identify what is needed to rectify the identified deficiencies within the State and/or LEA.
- 2) If a State and/or LEA fails to correct identified deficiencies by the given suspense dates, the LESO will move to terminate the LESO Program operations within the State and/or LEA.

B. The State shall:

- 1) Support the LESO PCR process by:
 - a. Contacting LEAs selected for the PCR review via phone and/or email to ensure they are aware of the PCR schedule and prepared for review.
 - b. Receiving inventory selection from the LESO. The LEA POCs shall gather the selected items in a centralized location to ensure that the LESO can efficiently inventory the items.
 - c. Providing additional assistance to the LESO as required, prior to and during the course of the PCR.
- 2) Conduct internal Program Compliance Reviews of LEAs participating in the LESO Program in order to ensure accountability, program compliance and validate annual inventory submissions are accurate. The State Coordinator must ensure an internal PCR of at least 5% of LEAs that have a property book from the LESO Program within his / her State is completed annually. This may result in a random review of all or selected property at the LEA.
 - a. The internal PCR will include, at minimum:
 - (1) A review of each selected LEAs LESO Program files.
 - (2) A review of the signed State Plan of Operation (SPO).
 - (3) A review of the LEA application and screener's letter.
 - (4) A physical inventory of the LESO Program property at each selected LEA.
 - (5) A specific review of each selected LEAs files for the following:
DD Form 1348-1A for each item currently on inventory, small arms documentation, transfer documents, turn-in documents, inventory adjustment documents, exception to policy letters (if any), approved cannibalization requests (if any), and other pertinent documentation as

required.

- b. The State and/or LEA will bear all expenses related to the repossession and/or turn-in of LESO Program property to the nearest DLA Disposition Services site.

VII. STATE PLAN OF OPERATION (SPO)

A. The State shall:

- 1) Identify, establish, and issue minimum criteria to be included in the SPO for the State and each participating LEA.
- 2) Establish a State Plan of Operation, developed in accordance with Federal and State law, and conforming (at minimum) to the provisions of the DLA Instruction and Manuals and the DLA MOA.
 - a. The SPO will include detailed organizational and operational authority including: staffing, budget, facilities, and equipment that the State believes is sufficient to manage the LESO Program within their State.
 - b. The SPO must address procedures for making determinations of LEA eligibility, allocation, and equitable distribution of material, accountability and responsibility concerning excess DOD personal property, inventory requirements, training and education, State-level internal Program Compliance Reviews (PCR), and procedures for turn-in, transfer, and disposal.
- 2) Enter into written agreement with each LEA, via the LESO approved State Plan of Operation, to ensure the LEA fully acknowledges the terms, conditions, and limitations applicable to property transferred pursuant to this agreement. The State Plan of Operation must be signed by the Chief Law Enforcement Official (CLEO), or assigned designee of the respective LEA, and the current State Coordinator.
- 3) Request that the LESO Suspend or Terminate an LEA(s) from the LESO Program when an LEA fails to comply with any term of DLA MOA, the DLA Instruction and Manuals, any Federal statute or regulation, or the State Plan of Operation.

VIII. REPORTING REQUIREMENTS FOR LOST, MISSING, STOLEN, DAMAGED OR DESTROYED LESO PROGRAM PROPERTY

A. All property Lost, Missing, Stolen, (LMS) damaged, or destroyed carried on a LEA's current inventory must be reported to the LESO.

- 1) Controlled property must be reported to the State and the LESO within twenty-four (24) hours. The aforementioned property may require a police and National Crime Information Center (NCIC) report submitted to the LESO, to include DEMIL "A" items that are considered controlled items in Paragraph III E.

- 2) Property with a DEMIL Code of "A" must be reported to the State and the LESO within seven (7) days.
- 3) All reports are subject to review by the DLA Office of the Inspector General (OIG).

B. LESO may grant extensions to the reporting requirements listed above on a case-by-case basis.

IX. AIRCRAFT AND SMALL ARMS

A. All aircraft are considered controlled property, regardless of DEMIL Code. Aircraft may not be sold and must be returned to the LESO at the end of their useful life. This State Plan of Operation ensures that all LEAs and all subsequent users are aware of and agree to provide all required controls and documentation in accordance with applicable laws and regulations for these items.

B. LEAs no longer requiring small arms issued through the LESO Program must request authorization to transfer or turn-in small arms. Transfers and turn-ins must be forwarded and endorsed by the State Coordinator's office first, and then approved by the LESO. Small Arms will not physically transfer until the approval process is complete.

C. Small Arms that are issued must have a documented chain of custody, with the chain of custody including a signature of the receiving officer indicating that he / she has received the appropriate small arm(s) with the correct, specific serial number(s). Small Arms that are issued to an officer will be issued utilizing an Equipment Custody Receipt (ECR); this Custody Receipt obtains the signature of the officer responsible for the small arm.

X. RECORDS MANAGEMENT

The LESO, State Coordinator, and LEAs enrolled in the LESO Program must maintain all records in accordance with the DLA Records Schedule. Records for property acquired through the LESO Program have retention controls based on the property's DEMIL Code. All documents concerning a property record must be retained.

- 1) Property records for items with DEMIL Code of "A" must be retained for two (2) calendar years from the date the property is removed from the LEA's property book before being destroyed.
- 2) Property records for controlled property must be retained for five (5) calendar years from the date the property is removed from the LEA's property book before being destroyed.
- 3) Environmental Property records must be retained for fifty (50) years, regardless of DEMIL Code (Chemicals, Batteries, Hazardous Material / Hazardous Waste).
- 4) LESO Program files must be segregated from all other records.

- 5) All property records must be filed, retained, and destroyed in accordance with DLA Records Schedule. These records include, but are not limited to, the following: DD Form 1348-1A, requests for transfer, turn-in, or disposal, approved Bureau of Alcohol, Tobacco, Firearms and Explosives (BATFE) Forms 10 and 5, Certificate of Aircraft Registration (AC Form 8050-3), Aircraft Registration Application (AC 8050-1) and any other pertinent documentation and/or records associated with the LESO Program.

XI. LESO PROGRAM ANNUAL TRAINING

- A. 10 USC § 380 provides that the Secretary of Defense, in cooperation with the U.S. Attorney General, shall conduct an annual briefing of law enforcement personnel of each state. The briefing will include information on training, technical support, equipment, and facilities that are available to civilian law enforcement personnel from the Department of Defense.
- B. The State shall organize and conduct training pertaining to information, equipment, technical support and training available to LEAs via the LESO Program.
- C. The State shall ensure at least one representative (i.e. the State Coordinator or SPOC) attend the annual training that the LESO conducts.

XII. PROPERTY ALLOCATION

A. The State Shall:

- 1) Provide the LEA with a website that will afford timely and accurate guidance, information, and links for all LEAs who work, or have an interest in, the LESO Program.
- 2) Upon receipt of a valid State / LEA request for property through the DLA Disposition Services RTD website, a preference will be given to those applications indicating that the transferred property will be used in the counter-drug, counter-terrorism, or border security activities of the recipient agency. Additionally, to the greatest extent possible, the State will ensure fair and equitable distribution of property based on current LEAs inventory and justification for property.
- 3) The State and the LESO reserve the right to determine and/or adjust allocation limits. Generally, no more than one of any item per officer will be allocated to an LEA. Quantity exceptions may be granted on a case-by-case basis by the LESO. Currently, the following quantity limits apply:
 - a. Small Arms: one (1) type for each qualified officer, full-time / part-time;
 - b. HMMWVs: one (1) vehicle for every three (3) officers;
 - c. MRAPs: one (1) vehicle per LEA.
- 4) The State and the LESO reserve final authority on determining the approval and/or disapproval for requests of specific types and quantities of excess DOD property.

B. The LEA shall:

- 1) Ensure an appropriate justification is submitted when requesting excess DOD property via the LESO Program and will ensure LESO Program property will be used for the law enforcement activity and for law enforcement purposes only within his / her State and agency.
- 2) When requesting property, provide a justification to the State and the LESO on how the requests for property will be used in counter-drug, counter-terrorism, or border security activities of the recipient agency. Additionally, the LEA should be fair and equitable when making requisitions based on current LEA inventory and the justification for property. Generally, no more than one of any item per officer will be allocated.
- 3) Ensure screeners of property are employees of the LEA. Contractors may not conduct screening on behalf of the LEA.
- 4) Obtain access to FEPMIS to ensure the property book is properly maintained, to include but not limited to transfers, turn-ins, and disposal requests and to generate these requests at the LEA level and forward all approvals to the State for action.
- 5) Ensure at least one person per LEA maintains access to FEPMIS. FEPMIS account holders must be employees of the LEA.

XIII. PROGRAM SUSPENSION & TERMINATION

A. The State and LEA are required to abide by the terms and conditions of the DLA MOA in order to maintain active status.

B. The State shall:

- 1) Suspend LEAs for a minimum of sixty (60) days in all situations relating to the suspected or actual abuse of LESO Program property or requirements and/or repeated failure to meet the terms and conditions of the DLA MOA. Suspension may lead to TERMINATION.
- 2) The State and/or the LESO have final discretion on reinstatement requests. Reinstatement to full participation from a suspension and/or termination is not automatic.
- 3) In coordination with the LESO, issue corrective action guidance to the LEA with suspense dates to rectify issues and/or discrepancies that caused suspension and/or termination.
- 4) Require the LEA to submit results regarding all completed police investigations and/or reports regarding lost, missing, stolen and/or damaged LESO Program property, to include the LEAs Corrective Action Plan (CAP).

- 5) Suspend or terminate an LEA from the LESO Program if an LEA fails to comply with any term of the DLA MOA, the DLA Instruction and Manuals, any Federal statute or regulation, or the State Plan of Operation.
 - a. In the event of an LEA termination, the State Coordinator will make every attempt to transfer the LESO Program property of the terminated LEA to an authorized State or LEA, as applicable, prior to requesting a turn-in of the property to the nearest DLA Disposition Services location.
 - b. In cases relating to an LEA termination, the LEA will have ninety (90) days to complete the transfer or turn-in of all LESO Program property in their possession.

C. The LEA shall:

- 1) Notify the State Coordinator's office and initiate an investigation into any questionable activity or actions involving LESO property issued to the LEA that comes to the attention of the CLEO, and is otherwise within the authority of the Governor / State to investigate. LEAs must understand that the State Coordinators, acting on behalf of their Governor, may revoke or terminate their concurrence for LEA participation in the LESO Program at any time, and for any reason.
- 2) Understand that the State may suspend LEA(s) and/or LEA POC(s) from within their State, based upon their findings during internal Program Compliance Reviews and/or spot checks at the State level.
- 3) Initiate corrective action to rectify suspensions and/or terminations placed upon the LEA for failure to meet the terms and conditions of the LESO Program.
- 4) Be required to complete and submit results regarding all completed police investigations and/or reports regarding lost, missing, stolen and/or damaged LESO Program property. The LEA must submit all documentation to the State and the LESO upon receipt.
- 5) Provide documentation to the State and the LESO when actionable items are rectified for the State and/or LEA(s).
- 6) The LEAs Chief Law Enforcement Official must request reinstatement as required, via the State Coordinator or SPOC(s), to full participation status at the conclusion of a suspension period.

XIV. COSTS & FEES

- 1) All costs associated with the transportation, turn-in, transfer, repair, maintenance, insurance, disposal, repossession or other expenses related to property obtained through the LESO Program is the sole responsibility of the LEA. In the event an agency is dissolved or disbanded and no civilian governing body exists, the costs associated with the transportation and turn-in of all property in the possession of the

dissolved or disbanded LEA then becomes responsibility of the State.

XV. NOTICES

Any notices, communications, or correspondence related to this agreement shall be provided by E-mail, the United States Postal Service, express service, or facsimile to the State Coordinators office or cognizant DLA office. The LESO may, from time to time, make unilateral modifications or amendments to the provisions of this SPO. Notice of these changes will be provided to State Coordinators in writing. Unless State Coordinators take immediate action to terminate this SPO in accordance with Section XVIII, such modifications or amendments will become binding. In such cases, reasonable opportunity will, insofar as practicable, be afforded the State Coordinator to conform changes affecting their operations.

XVI. ANTI-DISCRIMINATION

A. By signing this SPO, or accepting excess DOD personal property under this SPO, the State pledges that it and each LEA agrees to comply with applicable provisions of the following national policies prohibiting discrimination:

- 1) On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.) as implemented by DOD regulations 32 CR Part 195.
- 2) On the basis of age, in the Age Discrimination Act of 1975 (42 USC 6101, et seq) as implemented by Department of Health and Human Services regulations in 45 CFR Part 90.
- 3) On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, as amended by the Rehabilitation Act Amendments of 1974, P.L. 93-516 (29 USC 794), as implemented by Department of Justice regulations in 28 CFR Part 41 and DOD regulations at 32 CFR Part 56.

B. These elements are considered the minimum essential ingredients for establishment of a satisfactory business agreement between the State and the DOD.

XVII. INDEMNIFICATION CLAUSE

The LEA is required to maintain adequate insurance to cover damages or injuries to persons or property relating to the use of property issued under the LESO program. Self-insurance by the LEA is considered acceptable. The U.S. Government and the Texas Department of Public Safety assumes no liability for damages or injuries to any person(s) or property arising from the use of property issued under the LESO program. It is recognized that State and local law generally limit or preclude State Coordinators / LEAs from agreeing to open-ended indemnity provisions. However, to the extent permitted by State and local laws, the LEA shall indemnify and hold the U.S. Government and the Texas Department of Public Safety harmless from any and all actions, claims, debts, demands, judgments, liabilities, cost, and attorney's fees arising out of, claimed on account of, or in any manner predicated upon loss of, or damage to property and injuries, illness or disabilities to, or death of any and all persons whatsoever, including members of the general public, or to the property of any legal or political entity including states, local and interstate

bodies, in any manner caused by or contributed to by the LEA, its agents, servants, employees, or any person subject to its control while the property is in the possession of, used by, or subject to the control of the LEA, its agents, servants, or employees after the property has been removed from U.S. Government control.

XVIII. TERMINATION

A. This SPO may be terminated by either party, provided the other party receives thirty (30) days' notice, in writing, or as otherwise stipulated by Public Law.

B. The undersigned State Coordinator and CLEO hereby agree to comply with all provisions set forth herein and acknowledge that any violation of the terms and conditions of this SPO may be grounds for immediate termination and possible legal consequences, to include pursuit of criminal prosecution if so warranted.

XIX. IN WITNESS THEREOF, the parties hereto have executed this agreement as of the last date written below.

Maurice Cook
Type / Print Chief Law Enforcement Official Name

Maurice Cook
Chief Law Enforcement Official Signature

11-21-16
Date (MM/DD/YYYY)

Paul Pape
Type/Print Civilian Governing Body Authorized Official

CGB Authorized Official Signature

Date (MM/DD/YYYY)

Type / Print State Coordinator Name

State Coordinator Signature

Date (MM/DD/YYYY)