

REGULAR MEETING – July 13, 2021

On this the 13th day of July 2021 at 9:00 A.M. the Honorable Commissioners Court of Blanco County convened in a REGULAR MEETING at a regular meeting place thereof in the Courthouse in Johnson City with the following members to-wit:

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

ITEM 1 – Call to Order and Roll Call.

County Judge Bray and all 4 announced present.

ITEM 2 – Pledge of Allegiance.

PUBLIC HEARING on DISTRICT CLERK TECHNOLOGY FUND

ITEM 3 – PUBLIC COMMENTS on the proposed plan to increase the fees for the District Clerk Technology Fund.

RETURN TO REGULAR MEETING

ITEM 4 – Discussion and possible action to increase the fees for District Clerk Technology Fund. Vote on any action taken. (Judge Bray & District Clerk Doyle)

COMMISSIONER LIESMANN made the motion to increase the fees for District Clerk Technology Fund from \$5 to \$10, seconded by Commissioner Weir. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.

COMMISSIONER WEIR – YES.

COMMISSIONER UECKER – YES.

COMMISSIONER LIESMANN – YES.

COMMISSIONER GRANBERG – YES. MOTION CARRIED. 5/0

ITEM 5 – PUBLIC COMMENTS – opportunity for the general public to address the Court on any matter. Comments are limited to 3 minutes.

ITEM 6 – Consider approval of minutes of prior Commissioners Court meeting(s). Vote on any action taken. (Judge Bray)

COMMISSIONER UECKER made the motion to dispense with the reading of the minutes and to accept the minutes as presented with corrections, seconded by Commissioner Weir. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.

COMMISSIONER WEIR – YES.

COMMISSIONER UECKER – YES.

COMMISSIONER LIESMANN – YES.

COMMISSIONER GRANBERG – YES. MOTION CARRIED. 5/0

ITEM 7 – Consider approval of the estimated July 2021 payroll. Vote on any action taken. (Judge Bray)

COMMISSIONER LIESMANN made the motion to approve the estimated July 2021 payroll in the amount of \$366,739.28, seconded by Commissioner Granberg. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.

COMMISSIONER WEIR – YES.
COMMISSIONER UECKER – YES.
COMMISSIONER LIESMANN – YES.
COMMISSIONER GRANBERG – YES. MOTION CARRIED. 5/0

ITEM 8 – Consider approval of the official reports. Vote on any action taken. (Judge Bray)
COMMISSIONER GRANBERG moves to approve the official reports, seconded by Commissioner Uecker.
Judge Bray called for discussion and vote.
JUDGE BRAY – YES.
COMMISSIONER WEIR – YES.
COMMISSIONER UECKER – YES.
COMMISSIONER LIESMANN – YES.
COMMISSIONER GRANBERG – YES. MOTION CARRIED. 5/0

ITEM 9 – Consider ratifying or approving line-item transfers as presented. Vote on any action taken.
(Judge Bray)
COMMISSIONER LIESMANN made the motion ratifying the line-item transfer as presented, seconded by
Commissioner Granberg. Judge Bray called for discussion and vote.
JUDGE BRAY – YES.
COMMISSIONER WEIR – YES.
COMMISSIONER UECKER – YES.
COMMISSIONER LIESMANN – YES.
COMMISSIONER GRANBERG – YES. MOTION CARRIED. 5/0

ITEM 10 – Consider approval of outstanding bills. Vote on any action taken. (Judge Bray)
COMMISSIONER LIESMANN made the motion approving the outstanding bills in the amount of
\$650,051.47 to include the additional bill for the GovCap payment of \$233,608.93, seconded by
Commissioner Uecker. Judge Bray called for discussion and vote.
JUDGE BRAY – YES.
COMMISSIONER WEIR – YES.
COMMISSIONER UECKER – YES.
COMMISSIONER LIESMANN – YES.
COMMISSIONER GRANBERG – YES. MOTION CARRIED. 5/0

ITEM 11 – Presentation by Ron Fiesler of the Blanco-Pedernales Groundwater Conservation District.
Informational item only. (Judge Bray)

ITEM 12 – Consider acceptance of the 2020 Financial Audit for the North Blanco County Emergency
Services District #1. Vote on any action taken. (Judge Bray)
COMMISSIONER LIESMANN made the motion accepting the 2020 Financial Audit for the North Blanco
County Emergency Services District #1, seconded by Commissioner Granberg. Judge Bray called for
discussion and vote.
JUDGE BRAY – YES.
COMMISSIONER WEIR – YES.
COMMISSIONER UECKER – YES.
COMMISSIONER LIESMANN – YES.
COMMISSIONER GRANBERG – YES. MOTION CARRIED. 5/0

ITEM 13 – Discussion & possible action to give approval for Lights Spectacular to have fireworks display during the opening night of the holiday season festivities at the Courthouse/North Annex and the approval to place beer & wine vendors on the East side of courthouse parking lot. Vote on any action taken. (Judge Bray)

COMMISSIONER WEIR made the motion approving Light Spectacular to have fireworks display during the opening night of the holiday season festivities at the Courthouse/North Annex, seconded by Commissioner Liesmann. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.

COMMISSIONER WEIR – YES.

COMMISSIONER UECKER – YES.

COMMISSIONER LIESMANN – YES.

COMMISSIONER GRANBERG – YES. MOTION CARRIED. 5/0

COMMISSIONER LIESMANN made the motion approving to place beer & wine vendors on the East side of the courthouse parking lot, seconded by Commissioner Uecker. Judge Bray called for discussion and vote.

JUDGE BRAY – ABSTAINED.

COMMISSIONER WEIR – YES.

COMMISSIONER UECKER – YES.

COMMISSIONER LIESMAN – YES.

COMMISSIONER GRANBERG – YES. MOTION CARRIED 4/0

ITEM 14 – Discussion and possible action to recommend Commissioner Uecker as James Sultemeier's replacement on the Region K board at CAPCOG. Vote on any action taken. (Judge Bray)

COMMISSIONER LIESMANN made the motion to approve and recommend Commissioner Uecker and James Sultemeier's replacement on the Region K board at CAPCOG, seconded by Commissioner Weir. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.

COMMISSIONER WEIR – YES.

COMMISSIONER UECKER – YES.

COMMISSIONER LIESMANN – YES.

COMMISSIONER GRANBERG – YES. MOTION CARRIED. 5/0

ITEM 15 – Consider authorization for the County Judge to sign the health and dental insurance renewal forms w/TAC for FY2021-22. Vote on any action taken. (Judge Bray & Treasurer Swift)

COMMISSIONER LIESMANN made the motion authorizing the County Judge to sign the health and dental insurance renewal forms w/ TAC for FY2021-22, seconded by Commissioner Uecker. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.

COMMISSIONER WEIR – YES.

COMMISSIONER UECKER – YES.

COMMISSIONER LIESMANN – YES.

COMMISSIONER GRANBERG – YES. MOTION CARRIED. 5/0

ITEM 16 – Consider a "Resolution in Support of Pursuing a Regional Public Defender's Office". Vote on any action taken. (Judge Bray)

COMMISSIONER WEIR made the motion approving the "Resolution in Support of Pursuing a Regional Public Defender's Office, seconded by Commissioner Granberg. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.

COMMISSIONER WEIR – YES.

COMMISSIONER UECKER – YES.

COMMISSIONER LIESMANN – YES.

COMMISSIONER GRANBERG – YES. MOTION CARRIED. 5/0

ITEM 17 – Consider authorization to purchase carport(s) for the LEC. Funds to come from the unused Government Capital or other fund surpluses. Vote on any action taken. (Judge Bray, Commissioner Weir & Sheriff Jackson)

COMMISSIONER WEIR made the motion authorizing the purchase of carport(s) for the LEC, funds to come from the unused Government Capital or other fund surpluses, seconded by Commissioner Uecker. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.

COMMISSIONER WEIR – YES.

COMMISSIONER UECKER – YES.

COMMISSIONER LIESMANN – YES.

COMMISSIONER GRANBERG – YES. MOTION CARRIED. 5/0

ITEM 18 – Consider authorization to hire a contractor for special projects "South Annex Addition" and "Old Jail Renovation". Vote on any action taken. (Judge Bray & Commissioner Weir)

COMMISSIONER WEIR made the motion authorizing the hiring of a contractor for special projects "South Annex Addition" and "Old Jail Renovation", seconded by Commissioner Granberg. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.

COMMISSIONER WEIR – YES.

COMMISSIONER UECKER – YES.

COMMISSIONER LIESMANN – YES.

COMMISSIONER GRANBERG – YES. MOTION CARRIED. 5/0

ITEM 19 – Consider approval to release the construction bonds and move into the maintenance bonds for Majestic Hills Phases 1 & 2 subdivision. Vote on any action taken. (Commissioner Weir)

COMMISSIONER WEIR made the motion to approve to release the construction bond and move into maintenance bonds for Majestic Hills Phases 1 & 2 subdivision, seconded by Commissioner Uecker. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.

COMMISSIONER WEIR – YES.

COMMISSIONER UECKER – YES.

COMMISSIONER LIESMANN – YES.

COMMISSIONER GRANBERG – YES. MOTION CARRIED. 5/0

ITEM 20 – Consider authorization to advertise to bid on the Trainer-Wuest Road relocation project. Vote on any action taken. (Commissioner Weir)

COMMISSIONER WEIR made the motion authorizing to advertise to bid on the Trainer-Wuest Road relocation project, seconded by Commissioner Granberg. Judge Bray called for discussion and vote.
JUDGE BRAY – YES.

COMMISSIONER WEIR – YES.

COMMISSIONER UECKER – YES.

COMMISSIONER LIESMANN – YES.

COMMISSIONER GRANBERG – YES. MOTION CARRIED. 5/0

ITEM 21 – Consider authorization for the County Judge to sign a “First Amendment to Communications Facilities Site License Agreement” for additional equipment to be installed on the Mountain Top Tower. Vote on any action taken. (Commissioner Liesmann)

COMMISSIONER LIESMANN made the motion authorizing the County Judge to sign a “First Amendment to Communications Facilities Site License Agreement” for additional equipment to be installed on the Mountain Top Tower, seconded by Commissioner Weir. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.

COMMISSIONER WEIR – YES.

COMMISSIONER UECKER – YES.

COMMISSIONER LIESMANN – YES.

COMMISSIONER GRANBERG – YES. MOTION CARRIED. 5/0

ITEM 22 – Consider authorization to utilize Precinct 4 equipment and personnel to assist with the rehabilitation of the LBJ sign on Hwy 165. Vote on any action taken. (Commissioner Granberg)

COMMISSIONER GRANBERG moves that Precinct 4 equipment and personnel have authorization to work on private property for the rehabilitation of the LBJ sign on Hwy 165, seconded by Commissioner Liesmann. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.

COMMISSIONER WEIR – YES.

COMMISSIONER UECKER – YES.

COMMISSIONER LIESMANN – YES.

COMMISSIONER GRANBERG – YES. MOTION CARRIED. 5/0

ITEM 23 – Consider resolution granting an exemption from the requirements established by section 262.023 of the TX Local Gov’t Code regarding contracting for the purchase of professional services, engineering. Vote on any action taken. (Commissioner Granberg)

COMMISSIONER GRANBERG moves that we consider a resolution granting an exemption from the requirements established by section 262.023 of the TX Local Gov’t Code regarding contracting for the purchase of professional services, engineering, seconded by Commissioner Liesmann. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.

COMMISSIONER WEIR – YES.

COMMISSIONER UECKER – YES.

COMMISSIONER LIESMANN – YES.

COMMISSIONER GRANBERG – YES. MOTION CARRIED. 5/0

ITEM 24 – Discussion and possible action regarding contracting with KC Engineering, Inc. for engineering services for the Middle Creek Bridge project pending County Attorney approval. Vote on any action taken. (Commissioner Granberg)

COMMISSIONER GRANBERG makes the motion to consider possible action regarding engineering services for the Middles Creek Bridge project pending County Attorney approval, seconded by Commissioner Liesmann. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.

COMMISSIONER WEIR – YES.

COMMISSIONER UECKER – YES.

COMMISSIONER LIESMANN – YES.

COMMISSIONER GRANBERG – YES. MOTION CARRIED. 5/0

ITEM 25 – Consider approval to replat lots 414 and 415 in the Rockin J subdivision. New lot to be known as lot 414R. Vote on any action taken. (Commissioner Granberg)

COMMISSIONER GRANBERG moves that we consider the approval of the replat of lots 414 and 415 in the Rockin J subdivision, new lot to be known as lot 414R, seconded by Commissioner Weir. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.

COMMISSIONER WEIR – YES.

COMMISSIONER UECKER – YES.

COMMISSIONER LIESMANN – YES.

COMMISSIONER GRANBERG – YES. MOTION CARRIED. 5/0

ITEM 26 – Consider approval to replat lot 736R in the Rockin J subdivision. New lots to be known as lots 736R1, 737R, 738R & 739R. Vote on any action taken. (Commissioner Granberg)

COMMISSIONER GRANBERG moves that we consider the replat of lot 736R in the Rockin J subdivision, new lots to be known as 736R1, 737R, 738R & 739R, seconded by Commissioner Liesmann. Judge Bray called for discussion and vote. Commissioner Liesmann withdrew his second and the motion died for lack of an additional second.

Item passed at this time.

ITEM 27 – Consider approval to replat lots 900 and 901 in the Rockin J subdivision. New lot to be known as lot 900R. Vote on any action taken. (Commissioner Granberg)

COMMISSIONER GRANBERG made the motion to approve the replat of lots 900 & 901 in the Rockin J subdivision, new lot to be known as lot 900R, seconded by Commissioner Weir. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.

COMMISSIONER WEIR – YES.

COMMISSIONER UECKER – YES.

COMMISSIONER LIESMANN – YES.

COMMISSIONER GRANBERG – YES. MOTION CARRIED. 5/0

ITEM 28 – Consider burn ban. Vote on any action taken. (Judge Bray)

Item passed at this time.

10 MINUTE RECESS

10:41AM – 10:57AM

ITEM 29 – Commissioners Court to hear and discuss budget requests/appeals from any Elected Officials, department heads, judicial departments, and other organizations and/or agencies that receive funds from Blanco County.

ITEM 30 – Adjourn.

COMMISSIONER UECKER made the motion to adjourn, seconded by Commissioner Granberg. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.

COMMISSIONER WEIR – YES.

COMMISSIONER UECKER – YES.

COMMISSIONER LIESMANN – YES.

COMMISSIONER GRANBERG – YES. MOTION CARRIED. 5/0

Meeting adjourned at 01:47 o'clock p.m.

The above and foregoing minutes were examined and approved in Open Court this _____ day of _____, 20.

Brett Bray

COUNTY JUDGE

State of Texas

County of Blanco

I, Laura Walla, County Clerk, Blanco County, Texas attest that the foregoing is a true and correct accounting of the Commissioner's Court authorized proceedings for July 13, 2021.

County Clerk and Ex-Officio Member

of Commissioner's Court, Blanco County, Texas

BLANCO COUNTY REQUEST FOR A LINE-ITEM TRANSFER

DATE: July 19, 2021

TO: HONORABLE COMMISSIONERS COURT OF BLANCO COUNTY, TEXAS

FROM: Sheriff Don Jackson

DEPARTMENT Blanco County Sheriff's Office

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

FUND	LINE ITEM DESCRIPTION	LINE ITEM #	AMOUNT
FROM: <u>GENERAL</u>	<u>Part-Time</u>	<u>10-425-138</u>	<u>\$ 5,000.00</u>
TO: <u>GENERAL</u>	<u>Overtime</u>	<u>10-425-105</u>	<u>\$ 5,000.00</u>

Reason for request:

Additional funds required

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

[Signature]
Department Head Signature

COPY

Attest: County Clerk
(if Commissioners' Court Action)

Co Judge/Commissioners' Court Approval
(as needed)

Balance Sheet

Decription	Amount
Budgeted Line Item	\$ 175,000.00
KC Engineering	\$ (38,870.00)
Diamond X	\$ (268,742.40)
As Built Drawings	\$ 800.00
Prime Coat	\$ 3,594.50
Chip Seal	\$ 18,486.00
Barricades	\$ 5,000.00
Flood Gauges	\$ 1,500.00
Object Markers	\$ 500.00
Revegetation	\$ 7,790.00
Pathmark	\$ (2,400.00)
Paving	\$ (2,000.00)
Total	\$ (99,341.90)

Blanco County Commissioners' Court

July 27, 2021

Invoice File Listing By Fund

Fund	Description	Disbursement
010	General Fund	\$ 198,866.69
015	Road & Bridge Fund	\$ 16,571.87
050	2017 Tax Note	\$ 1,894.46
055	Sheriff's Office Special Fund	\$ 150.00
	Gov Cap	\$ 325,274.94
Total		\$ 542,757.96

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

Attest Asst. County Auditor:



Date

7-22-21

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

County Judge

Date

Commissioner Pct 1

Commissioner Pct 3

Commissioner Pct 2

Commissioner Pct 4

COPY

DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0200-GENERAL FUND LIABILITIES					
	TEXAS WORKFORCE COMMISSION	77145	A	99-881210-0	6,293.18
	TEXAS WORKFORCE COMMISSION	77146	A	99-881210-0 2ND QUARTER	8,913.72
	DEPARTMENT TOTAL				15,206.90
0300-GENERAL FUND REVENUES					
	STATE COMPTROLLER	77139	A	74-6001460 STATE CRIMINAL FEES	31,126.30
	STATE COMPTROLLER	77140	A	74-6001460 STATE CIVIL FEES	8,784.35
	STATE COMPTROLLER	77141	A	74-6001460 SPECIALTY COURT ACCT	92.41
	STATE COMPTROLLER	77142	A	74-6001460 SEXUAL ASSAULT	60.00
	STATE COMPTROLLER	77143	A	74-6001460 ELECTRONIC FILING	2,818.00
	DEPARTMENT TOTAL				42,881.06
0310-GENERAL FUND GRANTS					
	DEFENDER SUPPLY	77199	A	EST#29368 CONST 1	54,982.41
	DEFENDER SUPPLY	77200	A	INV#31225 CONST 1	600.00
	TEXAS STATE UNIVERSITY	77248	A	INV#86923 CONST 4	315.00
	DEPARTMENT TOTAL				55,897.41
0412-DISTRICT CLERK					
	GOVERNMENT FORMS & SUPPLIES, LLC	77205	A	INV#0328647 DIST CLERK	577.79
	DEPARTMENT TOTAL				577.79
0415-COUNTY ATTORNEY					
	OFFICESUPPLY.COM	77223	A	INV#4529006 CO ATTY	219.31
	DEPARTMENT TOTAL				219.31
0420-TAX ASSESSOR/COLLECTOR					
	BLANCO COUNTY TAX ASSESSOR-COLLECT	77196	A	CHECKS FOR AUTO ACCT	255.84
	DEPARTMENT TOTAL				255.84
0425-COUNTY SHERIFF					
	EXPRESS AUTOMOTIVE SERVICE	77203	A	INV#37664214 LEC	164.95
	EXPRESS AUTOMOTIVE SERVICE	77204	A	INV#37664235 LEC	164.95
	FRONTIER COMMUNICATIONS	77257	A	830-868-7104 LEC	985.43
	GT DISTRIBUTORS, INC	77207	A	INV#0851148 LEC	414.92
	GT DISTRIBUTORS, INC	77208	A	INV#0851363 LEC	2,557.29
	ICS JAIL SUPPLIES INC.	77215	A	INV#W4605900 LEC	31.44
	JOHNSON CITY HYDRO GAS	77131	A	ACCT #2570 JAIL	660.66
	MCHD	77134	A	INV #1283 LEC	180.00
	OFFICESUPPLY.COM	77224	A	INV#4518598 LEC	177.48
	PAY AND SAVE INC.	77231	A	ACCT#137002 LEC	8.64
	PAY AND SAVE INC.	77232	A	ACCT#137002 LEC	18.26
	PEDERNALES ELECTRIC COOP	77138	A	INV #955 LEC	3,770.16
	PERFORMANCE FOOD SERVICE	77234	A	INV#1301964 LEC	2,049.73
	PERFORMANCE FOOD SERVICE	77235	A	INV#1301964 LEC	30.06
	PETERSON TIRE	77239	A	INV#BL45275 LEC	20.00
	POLICE & SHERIFFS PRESS	77240	A	INV#149961 LEC	17.55
	SOUTHERN HEALTH PARTNERS	77182	A	INV #BASE41827 LEC	5,732.78
	DEPARTMENT TOTAL				16,984.30
0435-INDIGENT HEALTH CARE					
	BAYLOR SCOTT WHITE	77148	A	PATIENT #06242014	44.61
	BAYLOR SCOTT WHITE	77267	A	PATIENT #H7300237327800	9,313.88
	SCOTT & WHITE HOSPITAL	77173	A	PATIENT #PH9584240140	9.62
	SCOTT & WHITE HOSPITAL	77174	A	PATIENT #PH9584240160	388.13
	SCOTT & WHITE HOSPITAL	77175	A	PATIENT #PH9584240180	61.17

DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
	SCOTT & WHITE HOSPITAL	77176	A	PATIENT #PH9584240200	6.95
	SCOTT & WHITE HOSPITAL	77177	A	PATIENT #PH9587072790	44.57
	SCOTT & WHITE HOSPITAL	77178	A	PATIENT #PH9587072810	70.71
	SCOTT & WHITE HOSPITAL	77179	A	PATIENT #PH9587072830	44.57
	SCOTT & WHITE HOSPITAL	77180	A	PATIENT #PR9587072850	546.47
	SCOTT & WHITE HOSPITAL	77181	A	PATIENT #PR9587072860	307.46
	SCOTT & WHITE HOSPITAL	77258	A	PATIENT #PR9589310180	9.62
	SCOTT & WHITE HOSPITAL	77259	A	PATIENT #PR958886480	9.62
	SCOTT & WHITE HOSPITAL	77260	A	PATIENT #PR958886850	9.62
	SCOTT & WHITE HOSPITAL	77261	A	PATIENT #PR9588436840	9.62
	SCOTT & WHITE HOSPITAL	77263	A	PATIENT #PR9588436820	44.57
	SCOTT & WHITE HOSPITAL	77264	A	PATIENT #PR9588436800	108.84
	SCOTT & WHITE HOSPITAL	77265	A	PATIENT #PR9588436870	739.37
	SCOTT & WHITE HOSPITAL	77266	A	PATIENT #PR9588436880	42.77
	TEXAS DIGESTIVE DISEASE CONSULTANT	77262	A	PATIENT #1034927-4417713	46.73
	DEPARTMENT TOTAL				11,858.90
0440-COUNTY EXTENSION AGENCY					
	DISTRICT 5 TEAFCS	77206	A	2021 TEAFCS STATE CONFERENCE	235.00
	DEPARTMENT TOTAL				235.00
0445-EMERGENCY MANAGEMENT					
	BURNET COUNTY TREASURER	77150	A	WESTERN CO TOWER APRIL-JUNE	5,463.42
	DIALTONESERVICEES L.P.	77163	A	ACCT #10000001488 EMC	7.31
	DIALTONESERVICEES L.P.	77164	A	ACCT #10000001487 DISPATCH	7.31
	DIALTONESERVICEES L.P.	77165	A	ACCT #10000001486 CO JUDGE	7.31
	DIALTONESERVICEES L.P.	77166	A	ACCT #10000001443 SHERIFF	7.31
	DEPARTMENT TOTAL				5,492.66
0450-JUDICIAL EXPENSES					
	BLANCO CO CHILD PROTECTION BD	77119	A	14 JURY DONATIONS	84.00
	FRONTIER COMMUNICATIONS	77170	A	830-868-7986 JUDICIAL	221.55
	GROVE LAW FIRM, PC	77124	A	33RD CAUSE #CV0888	1,552.50
	HILL COUNTRY CHILD ADVOCACY CT	77120	A	4 JURY DONATIONS	24.00
	JUSTICE OF THE PEACE COURT	77132	A	JURY DUTY PAY 8-12-2021	540.00
	MOURSUND LAW OFFICE	77135	A	33RD CAUSE #CV-08888	5,295.00
	STATE COMPTROLLER	77121	A	1 JURY DONATIONS	6.00
	VANA AND VANA LAW FIRM	77147	A	CASE # DISMISSED MELUGIN	375.00
	DEPARTMENT TOTAL				8,098.05
0451-DISTRICT JUDGE					
	ALAN GARRETT	77183	A	JUVENILE BOARD COMP	100.00
	ALAN GARRETT	77184	A	DISTRICT JUDGE SUPPLEMENT	51.40
	BURNET COUNTY TREASURER	77122	A	DISTRICT JUDGES JUNE	4,735.91
	EVAN C. STUBBS	77185	A	DISTRICT JUDGE SUPPLEMENT	51.40
	EVAN C. STUBBS	77186	A	JUVENILE BOARD COMP., 424TH	100.00
	DEPARTMENT TOTAL				5,038.71
0452-DISTRICT ATTORNEY					
	BURNET COUNTY TREASURER	77123	A	DISTRICT ATTORNEY JUNE	16,148.50
	DEPARTMENT TOTAL				16,148.50
0460-STATE AGENIES SERVICES					
	FRONTIER COMMUNICATIONS	77256	A	830-868-4008 ADULT PROBATION	306.57
	DEPARTMENT TOTAL				306.57
0500-COURTHOUSE EXPENSES					

DEPARTMENT

NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
BLANCO-PEDERNALES GROUNDWATER DIST	77149	A	LEGACY HILLS SUBDIVISION PHASE 2	250.00
BUSINESS CENTER PRINT & OS	77198	A	INV#144513 CC	179.12
CANON FINANCIAL SERVICES, INC.	77151	A	INV #27020843 UPSTAIRS	37.92
CANON FINANCIAL SERVICES, INC.	77152	A	INV #27020842 DIST CLERK	131.19
CANON FINANCIAL SERVICES, INC.	77153	A	INV #27020830 DIST CLERK	142.35
CANON FINANCIAL SERVICES, INC.	77154	A	INV #27020831 JP 4	47.73
CANON FINANCIAL SERVICES, INC.	77155	A	INV #27020832 LEC	47.73
CANON FINANCIAL SERVICES, INC.	77156	A	INV #27020833 EXTENSION	37.92
CANON FINANCIAL SERVICES, INC.	77157	A	INV #27020834 TAC	35.52
CANON FINANCIAL SERVICES, INC.	77158	A	INV #27020835 CO CLERK	116.19
CANON FINANCIAL SERVICES, INC.	77159	A	INV #27020836 LEC	83.52
CANON FINANCIAL SERVICES, INC.	77160	A	INV #27020837 MAILROOM	141.48
CANON FINANCIAL SERVICES, INC.	77161	A	INV #27020838 LEC	141.48
CANON FINANCIAL SERVICES, INC.	77162	A	INV #27020839 JP 1	40.32
FRONTIER COMMUNICATIONS	77167	A	830-868-4266 COUNTY	1,484.58
FRONTIER COMMUNICATIONS	77168	A	830-868-2228 FAX ELEV	365.51
FRONTIER COMMUNICATIONS	77169	A	830-868-7208 AUDITOR	16.89
GRAVES HUMPHRIES, STAHL, LIMITED	77125	A	REPORT #COL005 JP 4	488.76
GULF COAST PAPER CO. INC.	77209	A	INV#2074435 S ANNEX	109.58
GULF COAST PAPER CO. INC.	77210	A	INV#2074436	553.48
GVTC	77126	A	830-833-4212 SOUTH ANNEX	304.64
GVTC	77127	A	830-833-4212 SOUTH ANNEX	134.90
GVTC	77128	A	830-833-5331 PCT 1 & 4	94.95
HILL COUNTRY IT	77211	A	INV#B1021	2,625.00
HILL COUNTRY REFRIGERATION	77212	A	INV#86157 LEC	348.15
HILL COUNTRY REFRIGERATION	77213	A	INV#86094 LEC	100.00
HILL COUNTRY REFRIGERATION	77214	A	INV#86082 N ANNEX COURTROOM	100.00
LIESMANN MOWING	77218	A	INV#58983357 N ANNEX	150.00
LOFTIN EQUIPMENT CO.	77172	A	INV #S185371 LEC	1,740.00
LOWER COLORADO RIVER AUTHORITY	77133	A	MOUNTAINTOP TOWER LEASE	276.73
OMNIBASE SERVICES OF TEXAS, LP	77255	A	ID #004016 JP 4 2ND QUARTER	126.00
PAY AND SAVE INC.	77233	A	ACCT#137002 LEC	28.32
PEDERNALES ELECTRIC COOP	77137	A	INV #955 COUNTY	2,746.92
REEH PLUMBING	77241	A	INV#121204 LEC	287.00
VAL VERDE EXTENSION INC	77247	A	INV#PWC4 PCT 3	600.00
VERTICAL BRIDGE S3 ASSETS, LLC	77191	A	INV #-00224352	656.73
DEPARTMENT TOTAL				14,770.61
0520-JUSTICE OF THE PEACE #4				
BUSINESS CENTER PRINT & OS	77197	A	INV#144441 JP4	9.99
NORTHEAST TEXAS DATA CORP.	77136	A	REPORT #CAS017 JP 4	30.00
DEPARTMENT TOTAL				39.99
0550-RECYCLING COORDINATOR				
PAUL GRANBERG REIMBURSEMENT ACCOUNT	77230	A	REIMBURSEMENT	47.98
DEPARTMENT TOTAL				47.98
0560-GENERAL FUND CAPITAL EQUIPMENT				
STORAGE SOLUTIONS	77245	A	CARPORT 22x88x8 LEC	856.78
TEXAS DEPARTMENT OF TRANSPORTATION	77144	A	ROW CSJ #0252-03-065 HWY 281	3,950.33
DEPARTMENT TOTAL				4,807.11
FUND TOTAL				198,866.69

DEPARTMENT				
NAME-OF-VENDOR	INVOICE-NO	\$	DESCRIPTION-OF-INVOICE	AMOUNT
0540-R&B PCT #1				
DIRT WORKS	77201	A	ROAD MATERIALS PCT 1	364.60
DIRT WORKS	77202	A	ROAD MATERIALS PCT 1	617.15
GVTC	77129	A	830-833-5331 PCT 1	41.07
JOHN T GARRETT	77216	A	INV#210713 PCT 1	184.58
MOBLEY WELDING SERVICE	77220	A	DOS 7/2/21 PCT 1	15.00
MOBLEY WELDING SERVICE	77221	A	DOS 5/7/21 PCT 1 RECEIVER HITCH	175.00
OUTLAW LUMBER & HARDWARE, LLC	77225	A	INV#5435 PCT 1	19.99
OUTLAW LUMBER & HARDWARE, LLC	77226	A	INV#5626 PCT 1	99.98
SEYMOURS INC.	77242	A	INV#48811 PCT 1	742.59
SEYMOURS INC.	77243	A	INV#48821 PCT 1	52.15
TRI-COUNTY WELDING & FABRICATION LL	77253	A	INV#3 PCT 1	5,000.00
TRI-COUNTY WELDING & FABRICATION LL	77254	A	INV#4 PCT 1	3,387.00
UNIFIRST CORPORATION	77187	A	ACCT #512256 PCT 1	122.72
DEPARTMENT TOTAL				10,821.83
0550-R&B PCT #2				
FRONTIER COMMUNICATIONS	77171	A	830-868-4471 PCT 2	118.69
UNIFIRST CORPORATION	77188	A	ACCT #512256 PCT 2	94.16
DEPARTMENT TOTAL				212.85
0560-R&B PCT #3				
FRONTIER COMMUNICATIONS	77192	A	830-825-3270 PCT 3	99.90
PATHMARK TRAFFIC PRODC/TX INC	77229	A	SO#10014 PCT 3	2,317.65
STROEHER & OLFERS INC	77246	A	INV#208398 PCT 3	1,296.60
THIRD COAST DISTRIBUTING, LLC	77249	A	INV#063913 PCT 3	90.81
THIRD COAST DISTRIBUTING, LLC	77250	A	INV#064426 PCT 3	255.10
THIRD COAST DISTRIBUTING, LLC	77251	A	INV#062578 PCT 3	120.44
UNIFIRST CORPORATION	77189	A	ACCT #512256 PCT 3	53.68
DEPARTMENT TOTAL				4,234.18
0570-R&B PCT #4				
BLANCO COUNTY TAX ASSESSOR-COLLECT	77194	A	LICENSE TAG #1107277 PCT 4	7.50
BLANCO COUNTY TAX ASSESSOR-COLLECT	77195	A	LICENSE TAG #1223402 PCT 4	7.50
GVTC	77130	A	830-833-1077 PCT 4	40.33
JOHN T GARRETT	77217	A	INV#210713 PCT 4	184.57
MOBLEY WELDING SERVICE	77219	A	D.O.S. 05182 PCT 4	50.00
MOBLEY WELDING SERVICE	77222	A	DOS 5/7/21 PCT 4 RECEIVER HITCH	175.00
OUTLAW LUMBER & HARDWARE, LLC	77227	A	INV#5294 PCT 4	82.98
OUTLAW LUMBER & HARDWARE, LLC	77228	A	INV#5671 PCT 4	550.00
PETERSON TIRE	77236	A	INV#BL45281 PCT 4	20.00
PETERSON TIRE	77237	A	INV#BL45282 PCT 4	7.00
PETERSON TIRE	77238	A	INV#BL45367 PCT 4	7.00
THIRD COAST DISTRIBUTING, LLC	77252	A	INV#851735 PCT 4	48.97
UNIFIRST CORPORATION	77190	A	ACCT #512256 PCT 4	122.16
DEPARTMENT TOTAL				1,303.01
FUND TOTAL				16,571.87

DEPARTMENT				
NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0400-EXPENSES				
STORAGE SOLUTIONS	77244	A	CARPORT 22x88x8 LEC	1,894.46
DEPARTMENT TOTAL				1,894.46
FUND TOTAL				1,894.46

DEPARTMENT

NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0400-EXPENSES				
ADVANCED WINDOW TINT	77193	A	INV#23385 LEC	150.00
DEPARTMENT TOTAL				150.00
FUND TOTAL				150.00

DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
	GRAND TOTAL				217,483.02

DEPARTMENT

NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0560-GENERAL FUND CAPITAL EQUIPMENT				
TIB THE INDEPENDENT BANKERSBANK, NA	77268	R	ACCT #ML-000098865	325,274.94
DEPARTMENT TOTAL				325,274.94
FUND TOTAL				325,274.94

DEPARTMENT

NAME-OF-VENDOR

INVOICE-NO

S

DESCRIPTION-OF-INVOICE

AMOUNT

GRAND TOTAL

325,274.94



RESOLUTION

Whereas, The Commissioners Court of Blanco County finds it in the best interest of the citizens of Blanco County to seek grant funding from the U.S. Department of Treasury Coronavirus State and Local Fiscal Recovery Funds; and

Whereas, These funds can be utilized to support public health expenditures; address negative economic impacts caused by the public health emergency; replace lost public sector revenue to the extent of the reduction in revenue experienced due to the pandemic; provide premium pay for essential workers; and invest in water, sewer, and broadband infrastructure; and

Whereas, Blanco County is an entity eligible to apply for these funds; and

Whereas, The Commissioners Court of Blanco County agrees that in the event of loss or misuse of grant funds, the Commissioners Court of Blanco County assures that the funds will be returned to the U.S. Department of Treasury Coronavirus State and Local Fiscal Recovery Funds, in full; and

Whereas, The Commissioners Court of Blanco County designates the County Judge for Blanco County as the grantees' authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of Blanco County.

Now Therefore, Be it Resolved that The Commissioners Court of Blanco County approves submission of a grant application to the U.S. Department of Treasury Coronavirus State and Local Fiscal Recovery Funds .

Signed: _____

Brett G. Bray, County Judge

Passed and Approved this 27^h day of July, 2021




Imposition of Optional Fees Calendar Year (CY) 2022

INSTRUCTIONS: Complete and return this form (including a court order, if required) to the TxDMV via email at: *DMV_OptionalCountyFeeUpdates@TxDMV.gov*

Please submit at your earliest convenience, but no later than **Wednesday, September 1, 2021.**

COUNTY NAME: Blanco

SELECT ONLY ONE OPTION BELOW:

OPTION A – No change. This county will charge the same fees in CY 2022. 
Submit this form to TxDMV. A copy of a commissioners court order is NOT required.

OR

OPTION B – The commissioners court has approved fee changes for CY 2022.
Enter amounts for each fee, even those that did not change. Enter zero (0), if necessary.

CY 2022 fees to be collected by your county:

Road and Bridge Fee: \$ _____

Child Safety Fee: \$ _____

Transportation Project Fee (applicable to Bexar, Brazos, Cameron, El Paso, Hidalgo and Webb counties only): \$ _____

Total fee amount to be collected in CY 2022: \$ _____

For OPTION B, submit this form and a copy of the court order to TxDMV.

We appreciate your response. Thank you.

**REGIONAL PUBLIC DEFENDER
FOR CAPITAL CASES**

P.O. BOX 2097
LUBBOCK, TX 79408
MAIN: (806)696-3740
FAX: (806)696-3750



CHIEF PUBLIC DEFENDER

Edward Ray Keith Jr.

DEPUTY PUBLIC DEFENDER

Keri Mallon

CHIEF FINANCIAL OFFICER

Amy Sharb

SYSTEM ADMINISTRATOR

Elaine Nauert

Honorable Brett Bray
County Judge
County of Blanco
PO Box 387
Johnson City, Texas 78636

Via email: cojudge@co.blanco.tx.us

RE: FY2022/23 Interlocal Agreement

COPY

Honorable Judge Bray:

The current Interlocal Agreement expires September 30, 2021. Enclosed is the new Interlocal for the FY2022/23 biennium. The Interlocal begins October 1, 2021 and expires September 30, 2022; it will automatically renew on October 1, 2022 and expire September 30, 2023.

The contribution amount for this biennium have stayed the same as the current Interlocal Agreement. This allows for your contribution amount to not increase for another two fiscal years.

The due date for the approved Interlocal Agreement is October 1, 2021. If you have any questions, please feel free to contact us.

Sincerely,

Edward Ray Keith, Jr.

INTERLOCAL AGREEMENT

This interlocal agreement (the "Agreement") is made by and between the **REGIONAL PUBLIC DEFENDER OFFICE LOCAL GOVERNMENT CORPORATION** ("RPDO"), and **BLANCO COUNTY, TEXAS** ("PARTICIPANT"), a political subdivision of the State of Texas, (also, individually, a "Party" or, collectively, the "Parties"). This Agreement is made pursuant to the Fair Defense Act, Texas Code of Criminal Procedure 26.044(b), and Texas Government Code Chapter 791.

RECITALS

WHEREAS, Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Act, authorizes all local governments to contract with each other to provide a governmental function or service that each party to the contract is authorized to perform individually and in which the contracting parties are mutually interested; and

WHEREAS, the RPDO is a public, non-profit corporation organized under Subchapter D, Chapter 431 of the Texas Transportation Code a "local government" pursuant to Section 791.003(4)(B) of the Texas Government Code and is authorized to participate on behalf of Lubbock County to oversee and provide defense services to indigent defendants in counties which enter into interlocal agreements with the RPDO to provide defense services; and

WHEREAS, Participant has a need for and desires the RPDO to provide defense services to indigent defendants in Blanco County, Texas outlined herein; and

WHEREAS, each Party finds: 1) that the subject of this Agreement is necessary for the benefit of the public; and 2) that it has the legal authority to perform and to provide the government function or service which is the subject matter of this Agreement; and,

WHEREAS, the performance of this Agreement by RPDO and PARTICIPANT will be in the common interest of the Parties;

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I PROGRAM

1.01 **Program Purpose and Term.** The Regional Public Defender for Capital Cases (the "RPDO"), funded proportionately by the Texas Indigent Defense Commission Multi-Year Discretionary Grant Program Funds (the "TIDC"), will provide court-appointed counsel for individuals charged with the offense of capital murder (death-eligible) in the participating counties and who cannot afford to hire their own attorney. Inmates in units of the Texas Department of Criminal Justice within the region who are charged with capital murder will continue to be represented by the State Counsel on Offenders, or by private counsel in the case of a conflict. Capital murder cases filed against inmates in units of the Texas Department of Criminal Justice shall not be counted in the average number of capital murder cases filed in a county.

Participant recognizes that counties from other Administrative Judicial Regions ("Region") are also participating in the program. Each county's participatory costs are based upon funding received from the Texas Indigent Defense Commission ("TIDC"). The remaining portion of the program's budget is cost-sharing commensurate with all eligible counties' applicable inclusion in the program.

In order to provide sustainable funding for the RPDO and a fund balance for emergency situations, participating counties will contribute (with a minimum contribution of \$1,000 per county) per the detailed county allocation schedule marked as Attachment 1 and incorporated herein for all purposes. Based upon this cost-sharing approach, participating counties shall provide the remaining operating costs based upon a formula taking into account the population of the county as a percentage of the whole of the participating counties (50%) and the average number of capital murder cases filed between 2011 and 2020 as a percentage of the participating counties (50%).

The Interlocal Agreements shall become effective October 1, 2021 and continue through September 30, 2022. Thereafter, the agreements shall automatically renew each October 1st for a successive one-year term through September 30, 2023, unless terminated under this Agreement.

- 1.02 **Judges Authorized to Appoint RPDO.** The District Courts in the 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, 8th, 9th, 10th, and 11th Administrative Judicial Regions in eligible counties may participate in the Program. The Program allows the Honorable Judge(s) of the Judicial District having jurisdiction within PARTICIPANT's geographic boundaries to appoint the RPDO for the trial defense of death-eligible capital murder cases. In the event of a conflict of interest among defendants or a legal liability for the RPDO to accept appointment, the trial court shall appoint an attorney or attorneys other than the RPDO at the PARTICIPANT's expense.
- 1.03 **Duties and Responsibilities of the RPDO.** Subject to the terms and conditions outlined herein, the RPDO will represent defendants at the trial or re-trial phase only. All decisions pertaining to the presentation of the case will be at the sole discretion of the RPDO and the RPDO attorney will at all times be guided by and comply with the RPDO's attorney's duties as a licensed attorney in the State of Texas and the Texas Disciplinary Rules of Professional Conduct in making these determinations. It is understood and acknowledged by the parties that the duties and responsibilities of the RPDO to provide the services and legal representation under this Agreement are subject to the application of the following, as determined at the sole and absolute discretion of the RPDO: (i) the *Texas Disciplinary Rules of Professional Conduct*; (ii) the *State Bar of Texas Guidelines and Standards for Texas Capital Counsel*; (iii) the *Supplementary Guidelines and Standards for the Mitigation Function of Defense Teams in Texas Death Penalty Cases*; (iv) the *American Bar Association Guidelines for the Appointment and Performance of Defense Counsel in Death Penalty Cases*; (v) the *American Bar Association Supplementary Guidelines for the Mitigation Function of Defense Teams in Death Penalty Cases*; (vi) all applicable state statutes including but not limited to Article 26.044(j) of the Texas Code of Criminal Procedure; and (vii) any applicable case load management policies as may be adopted by the RPDO.
- 1.04 **Right to Audit.** The RPDO will conduct an annual audit that, upon written request, will be made available to the PARTICIPANT. PARTICIPANT may request and be provided with an opportunity to audit any relevant and non-confidential records of the RPDO directly related to PARTICIPANT's agreement with the RPDO that support the calculations of charges invoiced to the PARTICIPANT under this Agreement. Such audits shall be conducted at PARTICIPANT's sole cost and expense and under mutually acceptable terms at RPDO's premises in a manner that minimizes any interruption in the daily activities at such premises.
- 1.05 **Data for the Analysis.** As consideration for its participation in the Program, PARTICIPANT agrees to provide the RPDO information as needed to conduct the analysis, including the current payment schedule for court-appointed counsel on capital murder cases and the previous five fiscal years' data on the amount PARTICIPANT paid for appointed counsel on capital murder cases, if available.
- 1.06 **Additional Experts.** PARTICIPANT will continue to incur the expense of additional experts as approved by the local court.

- 1.07 **Fact Investigators and Mitigation Specialists.** The RPDO will provide a fact investigator and mitigation specialist to cases assigned to the RPDO office.
- 1.08 **No other Costs Incurred.** Neither the TIDC nor the RPDO will assume any additional costs associated with representation of indigent defendants. Costs of interpreters or any other collateral cost must be absorbed by PARTICIPANT.

ARTICLE II
OTHER TERMS AND CONDITIONS

- 2.01 **Notice and Addresses.** Any notice required by this Agreement shall be deemed to be properly served, if (i) provided in person, by e-mail with delivery confirmation; or (ii) deposited in the United States mail by certified letter, return receipt requested, addressed to the recipient at recipient's address shown below, subject to the right of either party to designate a different address by notice given in the manner just described:

If to RPDO:

Edward Ray Keith Jr.
Chief Public Defender
Regional Public Defender for Capital Cases
PO Box 2097
Lubbock, Texas 79408
E-Mail: rkeith@rpdo.org

If to PARTICIPANT:

Honorable Brett Bray
County Judge
Blanco County
PO Box 387
Johnson City, Texas 78636
E-Mail: cojudge@co.blanco.tx.us

COPY

- 2.02 **Governmental Function/No Waiver of Immunity.** The parties to this Agreement acknowledge that the services contracted for in this Agreement relate to the governmental functions of the PARTICIPANT and the RPDO. Nothing in this Agreement shall be construed to impair or affect any sovereign or governmental immunity or official immunity enjoyed by or otherwise available to the PARTICIPANT, the RPDO, or their respective officers and employees. No waiver of sovereign or official immunity, whether express or implied, is intended or made by this Agreement.
- 2.03 **No Partnership.** Nothing contained in this Agreement is intended to create a partnership or joint venture between the Parties, and any implication to the contrary is hereby expressly disavowed. This Agreement does not create a joint enterprise, nor does it appoint any Party as an agent of the other Party, for any purpose whatsoever.
- 2.04 **Employee Status.** RPDO shall have the sole obligation to employ, direct, control, supervise, manage, discharge and compensate all of its employees. RPDO's employees will not be considered, for any purpose, employees of PARTICIPANT within the meaning or the application of any federal, state or local law or regulation, including without limitation, laws, rules or regulations regarding or related to

unemployment insurance, health insurance, old age benefits, workers compensation, labor, personal injury or taxes of any kind.

- 2.05 **Waiver.** The failure of any Party to insist upon the performance of any terms or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that Party's right to insist upon appropriate performance or to assert any such right on any future occasion.
- 2.06 **Benefit of the Parties.** The terms and conditions of this Agreement are solely for the benefit of the Parties and are not intended to create any rights, contractual or otherwise, for any other person or entity.
- 2.07 **Force Majeure.** If the performance of any obligation under this Agreement is delayed by something reasonably beyond the control of the Party obligated to perform ("Force Majeure"), that Party shall be excused from performing the obligation during that period, so that the time period applicable to the performance shall be extended for a period of time equal to the period that Party was delayed due to the event of Force Majeure.
- 2.08 **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.
- 2.09 **Non-Appropriation.** RPDO and PARTICIPANT recognize that any payments made for performance under this Agreement and any services provided shall be and are subject to the current revenues available to the respective party. Either party may terminate this Agreement, without incurring any liability to the other except to pay for any services already rendered, if funds sufficient to pay the obligations hereunder or to provide the services are not appropriated by the respective governing bodies of the parties. Unless terminated pursuant to other applicable termination provisions contained in this Agreement, in the event of non-appropriation of funds by a governing body of one of the parties to this Agreement for services provided under this Agreement, this Agreement shall terminate automatically on the last day of the then-current fiscal year or when the appropriation made for the then-current fiscal year for the services covered by this Agreement is spent, whichever occurs first.
- 2.10 **Prior Agreements Superseded.** This Agreement constitutes the only agreement of the Parties and supersedes any prior understanding or written or oral agreements between the Parties respecting the within subject matter.
- 2.11 **Amendments.** In order to be binding, an amendment to this Agreement must be in writing, dated subsequent to the date of this Agreement, and executed by the Parties.
- 2.12 **Withdrawal by Party.**
- (a) **Voluntary Withdrawal.** Voluntary withdrawal by PARTICIPANT from the Agreement shall occur upon the affirmative decision by PARTICIPANT's Commissioners Court to withdraw from the Agreement and the withdrawing PARTICIPANT giving at least one hundred and eighty (180) calendar days' notice in writing to RPDO and the RPDO. The effective date of voluntary withdrawal shall be one hundred and eighty (180) calendar days after the withdrawing Participant gives written notice to RPDO.
- (b) **Involuntary Withdrawal.** PARTICIPANT shall be deemed to have involuntarily withdrawn from the Agreement upon the failure by the PARTICIPANT to pay any cost-sharing payment by the due date, as provided in a notice to the PARTICIPANT. PARTICIPANT shall be given thirty (30) days written

notice of non-payment by RPDO and shall not be deemed to be in default until the expiration of thirty (30) days after receipt of the written notice.

(c) In the event that PARTICIPANT withdraws under (a) or (b) and the RPDO is representing an individual or individuals after having been appointed by a court in PARTICIPANT'S county, beginning on the effective date of the withdrawal, PARTICIPANT shall be responsible for timely payment of \$150.00 per hour for the first chair attorney, \$125.00 per hour for the second chair attorney, \$60.00 per hour for the mitigation specialist and \$50.00 per hour for the investigator. Additionally, PARTICIPANT shall also timely pay upon receipt and documentation all investigative costs incurred by the RPDO including but not limited to travel, lodging, meals and records collection.

SIGNED AND EXECUTED this _____ day of _____, 20__.

REGIONAL PUBLIC DEFENDER
OFFICE LOCAL GOVERNMENT
CORPORATION

COUNTY OF BLANCO

William Cox, Chairman

Honorable Brett Bray
County Judge

ATTEST:

ATTEST:

COPY

Geoff Burkhardt, Board Secretary

County Clerk

APPROVED AS TO CONTENT:

APPROVED AS TO CONTENT:

Edward Ray Keith Jr.
Chief Public Defender
Regional Public Defender for Capital Cases

Deborah Earley
Blanco County Attorney

REVIEWED FOR FORM:

REVIEWED FOR FORM:

Matthew L. Wade
Underwood Law Firm
General Counsel

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County	2010 Pop	%Total Pop	Avg cases per yr	%Total Cases	FY22 Cost per County	FY23 Cost per County
Anderson	58,458	0.66%	0.9	0.69%	\$25,301.00	\$25,301.00
Andrews	14,786	0.17%	0.4	0.31%	\$8,984.00	\$8,984.00
Angelina	86,771	0.97%	1.3	0.99%	\$37,551.00	\$37,551.00
Aransas	23,158	0.26%	0.2	0.15%	\$7,646.00	\$7,646.00
Archer	9,054	0.10%	0.0	0.00%	\$1,719.00	\$1,719.00
Armstrong	1,901	0.02%	0	0.00%	\$1,000.00	\$1,000.00
Atascosa	44,911	0.50%	0.6	0.46%	\$18,255.00	\$18,255.00
Austin	28,417	0.32%	0.9	0.69%	\$19,402.00	\$19,402.00
Bailey	7,165	0.08%	0.6	0.46%	\$10,447.00	\$10,447.00
Bandera	20,485	0.23%	0.1	0.08%	\$5,605.00	\$5,605.00
Bastrop	74,171	0.83%	0.5	0.38%	\$22,511.00	\$22,511.00
Baylor	3,726	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Bee	31,861	0.36%	1.6	1.22%	\$30,159.00	\$30,159.00
Bell	310,235	3.48%	6	4.58%	\$155,196.00	\$155,196.00
Blanco	10,497	0.12%	0.2	0.15%	\$5,058.00	\$5,058.00
Borden	641	0.01%	0	0.00%	\$1,000.00	\$1,000.00
Bosque	18,212	0.20%	0.3	0.23%	\$8,174.00	\$8,174.00
Bowie	92,565	1.04%	2.9	2.21%	\$60,942.00	\$60,942.00
Brazoria	313,166	3.52%	1.2	0.92%	\$78,780.00	\$78,780.00
Brazos	194,851	2.19%	2.7	2.06%	\$78,144.00	\$78,144.00
Brewster	9,232	0.10%	0	0.00%	\$1,756.00	\$1,756.00
Briscoe	1,637	0.02%	0	0.00%	\$1,000.00	\$1,000.00
Brooks	7,223	0.08%	0	0.00%	\$1,339.00	\$1,339.00
Brown	38,106	0.43%	1.9	1.45%	\$36,601.00	\$36,601.00
Burleson	17,187	0.19%	0.5	0.38%	\$11,001.00	\$11,001.00
Burnet	42,750	0.48%	0.1	0.08%	\$10,133.00	\$10,133.00
Caldwell	38,066	0.43%	0.1	0.08%	\$9,242.00	\$9,242.00
Calhoun	21,381	0.24%	0.3	0.23%	\$8,829.00	\$8,829.00
Callahan	13,544	0.15%	0.1	0.08%	\$4,159.00	\$4,159.00
Camp	12,401	0.14%	0	0.00%	\$2,413.00	\$2,413.00
Carson	6,182	0.07%	0	0.00%	\$1,126.00	\$1,126.00
Cass	30,464	0.34%	0.5	0.38%	\$13,747.00	\$13,747.00
Castro	8,062	0.09%	0	0.00%	\$1,515.00	\$1,515.00
Chambers	35,096	0.39%	0.2	0.15%	\$10,147.00	\$10,147.00
Cherokee	50,845	0.57%	0.4	0.31%	\$16,033.00	\$16,033.00
Childress	7,041	0.08%	0	0.00%	\$1,304.00	\$1,304.00
Clay	10,752	0.12%	0.3	0.23%	\$6,630.00	\$6,630.00
Cochran	3,127	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Coke	3,320	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Coleman	8,895	0.10%	0.1	0.08%	\$3,207.00	\$3,207.00
Collingsworth	3,057	0.03%	0	0.00%	\$1,000.00	\$1,000.00
Colorado	20,874	0.23%	0.1	0.08%	\$5,685.00	\$5,685.00
Comal	108,472	1.22%	0.4	0.31%	\$27,857.00	\$27,857.00

Comanche	13,974	0.16%	0.2	0.15%	\$5,760.00	\$5,760.00
Concho	4,087	0.05%	0	0.00%	\$1,000.00	\$1,000.00
Cooke	38,437	0.43%	0.9	0.69%	\$21,238.00	\$21,238.00
Coryell	75,388	0.85%	0.8	0.61%	\$27,599.00	\$27,599.00
Cottle	1,505	0.02%	0	0.00%	\$1,000.00	\$1,000.00
Crane	4,375	0.05%	0.1	0.08%	\$2,272.00	\$2,272.00
Crockett	3,719	0.04%	0.1	0.08%	\$2,136.00	\$2,136.00
Crosby	6,059	0.07%	0.1	0.08%	\$2,620.00	\$2,620.00
Culberson	2,398	0.03%	0	0.00%	\$1,000.00	\$1,000.00
Dallam	6,703	0.08%	0	0.00%	\$1,234.00	\$1,234.00
Dawson	13,833	0.16%	0	0.00%	\$2,709.00	\$2,709.00
Deaf Smith	19,372	0.22%	0.1	0.08%	\$5,374.00	\$5,374.00
Delta	5,231	0.06%	0.1	0.08%	\$2,446.00	\$2,446.00
DeWitt	20,097	0.23%	0	0.00%	\$4,005.00	\$4,005.00
Dickens	2,444	0.03%	0	0.00%	\$1,000.00	\$1,000.00
Dimmit	9,996	0.11%	0.1	0.08%	\$3,435.00	\$3,435.00
Donley	3,677	0.04%	0.1	0.08%	\$2,128.00	\$2,128.00
Duval	11,782	0.13%	0	0.00%	\$2,285.00	\$2,285.00
Eastland	18,583	0.21%	0.1	0.08%	\$5,211.00	\$5,211.00
Ector	137,130	1.54%	3.8	2.90%	\$85,957.00	\$85,957.00
Edwards	2,002	0.02%	0	0.00%	\$1,000.00	\$1,000.00
Ellis	149,610	1.68%	1	0.76%	\$45,992.00	\$45,992.00
Erath	37,890	0.43%	1.2	0.92%	\$25,549.00	\$25,549.00
Falls	17,866	0.20%	0.8	0.61%	\$15,700.00	\$15,700.00
Fannin	33,915	0.38%	0.5	0.38%	\$14,461.00	\$14,461.00
Fayette	24,554	0.28%	0	0.00%	\$4,902.00	\$4,902.00
Fisher	3,974	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Floyd	6,446	0.07%	0	0.00%	\$1,181.00	\$1,181.00
Foard	1,336	0.02%	0	0.00%	\$1,000.00	\$1,000.00
Franklin	10,605	0.12%	0.6	0.46%	\$11,158.00	\$11,158.00
Freestone	19,816	0.22%	0.2	0.15%	\$6,986.00	\$6,986.00
Frio	17,217	0.19%	0.4	0.31%	\$9,487.00	\$9,487.00
Gaines	17,526	0.20%	0.8	0.61%	\$15,629.00	\$15,629.00
Galveston	291,309	3.27%	3.1	2.37%	\$107,215.00	\$107,215.00
Garza	6,461	0.07%	0	0.00%	\$1,184.00	\$1,184.00
Gillespie	24,837	0.28%	0	0.00%	\$4,985.00	\$4,985.00
Glasscock	1,226	0.01%	0	0.00%	\$1,000.00	\$1,000.00
Goliad	7,210	0.08%	0.1	0.08%	\$2,859.00	\$2,859.00
Gonzales	19,807	0.22%	0.7	0.53%	\$14,458.00	\$14,458.00
Gray	22,535	0.25%	0.8	0.61%	\$16,665.00	\$16,665.00
Grayson	120,877	1.36%	1.9	1.45%	\$53,724.00	\$53,724.00
Gregg	121,730	1.37%	2	1.53%	\$53,971.00	\$53,971.00
Grimes	26,604	0.30%	0.2	0.15%	\$8,390.00	\$8,390.00
Guadalupe	131,533	1.48%	1.3	0.99%	\$45,755.00	\$45,755.00
Hale	36,273	0.41%	0.5	0.38%	\$14,949.00	\$14,949.00

Hall	3,353	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Hamilton	8,517	0.10%	0	0.00%	\$1,609.00	\$1,609.00
Hansford	5,613	0.06%	0.1	0.08%	\$2,528.00	\$2,528.00
Hardeman	4,139	0.05%	0	0.00%	\$1,000.00	\$1,000.00
Hardin	54,635	0.61%	0.7	0.53%	\$21,786.00	\$21,786.00
Harrison	65,631	0.74%	2.8	2.14%	\$54,139.00	\$54,139.00
Hartley	6,062	0.07%	0	0.00%	\$1,101.00	\$1,101.00
Haskell	5,899	0.07%	0	0.00%	\$1,066.00	\$1,066.00
Hays	157,107	1.76%	0.9	0.69%	\$44,867.00	\$44,867.00
Hemphill	3,807	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Henderson	78,532	0.88%	0.7	0.53%	\$26,373.00	\$26,373.00
Hill	35,089	0.39%	0.5	0.38%	\$14,704.00	\$14,704.00
Hockley	22,935	0.26%	0	0.00%	\$4,592.00	\$4,592.00
Hood	51,182	0.57%	0.6	0.46%	\$19,552.00	\$19,552.00
Hopkins	35,161	0.39%	0.4	0.31%	\$13,199.00	\$13,199.00
Houston	23,732	0.27%	0.4	0.31%	\$10,776.00	\$10,776.00
Howard	35,012	0.39%	0	0.00%	\$7,090.00	\$7,090.00
Hudspeth	3,476	0.04%	0.25	0.19%	\$4,351.00	\$4,351.00
Hunt	86,129	0.97%	2.8	2.14%	\$60,212.00	\$60,212.00
Hutchinson	22,150	0.25%	0.3	0.23%	\$8,988.00	\$8,988.00
Irion	1,599	0.02%	0	0.00%	\$1,000.00	\$1,000.00
Jack	9,044	0.10%	0	0.00%	\$1,718.00	\$1,718.00
Jackson	14,075	0.16%	0.3	0.23%	\$7,290.00	\$7,290.00
Jasper	35,710	0.40%	1.5	1.14%	\$29,491.00	\$29,491.00
Jeff Davis	2,342	0.03%	0	0.00%	\$1,000.00	\$1,000.00
Jefferson	252,273	2.83%	4.1	3.13%	\$108,367.00	\$108,367.00
Jim Hogg	5,300	0.06%	0	0.00%	\$1,000.00	\$1,000.00
Jim Wells	40,838	0.46%	1.8	1.37%	\$34,884.00	\$34,884.00
Johnson	150,934	1.69%	1	0.76%	\$45,143.00	\$45,143.00
Jones	20,202	0.23%	1.1	0.84%	\$20,462.00	\$20,462.00
Karnes	14,824	0.17%	0	0.00%	\$2,914.00	\$2,914.00
Kaufman	103,350	1.16%	2.1	1.60%	\$53,137.00	\$53,137.00
Kendall	33,410	0.38%	0.2	0.15%	\$9,798.00	\$9,798.00
Kenedy	416	0.00%	0	0.00%	\$1,000.00	\$1,000.00
Kent	808	0.01%	0	0.00%	\$1,000.00	\$1,000.00
Kerr	49,625	0.56%	0.3	0.23%	\$14,672.00	\$14,672.00
Kimble	4,607	0.05%	0.2	0.15%	\$3,840.00	\$3,840.00
King	286	0.00%	0	0.00%	\$1,000.00	\$1,000.00
Kinney	3,598	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Kleberg	32,061	0.36%	0.7	0.53%	\$16,967.00	\$16,967.00
Knox	3,719	0.04%	0	0.00%	\$1,000.00	\$1,000.00
La Salle	6,886	0.08%	0.3	0.23%	\$5,831.00	\$5,831.00
Lamar	49,793	0.56%	1.9	1.45%	\$38,145.00	\$38,145.00
Lamb	13,977	0.16%	0.1	0.08%	\$4,258.00	\$4,258.00
Lampasas	19,677	0.22%	0.4	0.31%	\$9,945.00	\$9,945.00

Lavaca	19,263	0.22%	0.5	0.38%	\$11,360.00	\$11,360.00
Lee	16,612	0.19%	0.1	0.08%	\$4,803.00	\$4,803.00
Leon	16,801	0.19%	0.1	0.08%	\$4,843.00	\$4,843.00
Liberty	75,643	0.85%	1.7	1.30%	\$40,475.00	\$40,475.00
Limestone	23,384	0.26%	0.9	0.69%	\$18,361.00	\$18,361.00
Lipscomb	3,302	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Live Oak	11,531	0.13%	0	0.00%	\$2,233.00	\$2,233.00
Llano	19,301	0.22%	0	0.00%	\$3,840.00	\$3,840.00
Loving	82	0.00%	0	0.00%	\$1,000.00	\$1,000.00
Lubbock	278,831	3.13%	3	2.29%	\$103,114.00	\$103,114.00
Lynn	5,915	0.07%	0	0.00%	\$1,072.00	\$1,072.00
Madison	13,664	0.15%	0.8	0.61%	\$14,830.00	\$14,830.00
Marion	10,546	0.12%	0.1	0.08%	\$3,549.00	\$3,549.00
Martin	4,799	0.05%	0	0.00%	\$1,000.00	\$1,000.00
Mason	4,012	0.05%	0	0.00%	\$1,000.00	\$1,000.00
Matagorda	36,702	0.41%	1.1	0.84%	\$24,155.00	\$24,155.00
Maverick	54,258	0.61%	0	0.00%	\$10,951.00	\$10,951.00
McCulloch	8,283	0.09%	0	0.00%	\$1,561.00	\$1,561.00
McLennan	234,906	2.64%	3.7	2.82%	\$99,650.00	\$99,650.00
McMullen	707	0.01%	0	0.00%	\$1,000.00	\$1,000.00
Medina	46,006	0.52%	0.7	0.53%	\$20,001.00	\$20,001.00
Menard	2,242	0.03%	0	0.00%	\$1,000.00	\$1,000.00
Midland	136,872	1.54%	1	0.76%	\$43,357.00	\$43,357.00
Milam	24,757	0.28%	0.4	0.31%	\$11,047.00	\$11,047.00
Mills	4,936	0.06%	0	0.00%	\$1,000.00	\$1,000.00
Mitchell	9,403	0.11%	0	0.00%	\$1,793.00	\$1,793.00
Montague	19,719	0.22%	0.8	0.61%	\$16,083.00	\$16,083.00
Moore	21,904	0.25%	0.3	0.23%	\$8,937.00	\$8,937.00
Morris	12,934	0.15%	0.2	0.15%	\$5,562.00	\$5,562.00
Motley	1,210	0.01%	0	0.00%	\$1,000.00	\$1,000.00
Nacogdoches	64,524	0.72%	1.7	1.30%	\$38,238.00	\$38,238.00
Navarro	47,735	0.54%	0.6	0.46%	\$18,839.00	\$18,839.00
Newton	14,445	0.16%	0.2	0.15%	\$5,875.00	\$5,875.00
Nolan	15,216	0.17%	0.2	0.15%	\$6,016.00	\$6,016.00
Ochiltree	10,223	0.11%	0	0.00%	\$1,962.00	\$1,962.00
Oldham	2,052	0.02%	0	0.00%	\$1,000.00	\$1,000.00
Orange	81,837	0.92%	0.7	0.53%	\$27,036.00	\$27,036.00
Palo Pinto	28,111	0.32%	0.9	0.69%	\$19,130.00	\$19,130.00
Panola	23,796	0.27%	0.2	0.15%	\$7,777.00	\$7,777.00
Parker	116,927	1.31%	0.6	0.46%	\$33,153.00	\$33,153.00
Parmer	10,269	0.12%	0	0.00%	\$1,972.00	\$1,972.00
Pecos	15,507	0.17%	0.5	0.38%	\$10,653.00	\$10,653.00
Polk	45,413	0.51%	1.6	1.22%	\$33,554.00	\$33,554.00
Potter	121,073	1.36%	1.6	1.22%	\$49,206.00	\$49,206.00
Presidio	7,818	0.09%	0	0.00%	\$1,465.00	\$1,465.00

Rains	10,914	0.12%	0.6	0.46%	\$11,222.00	\$11,222.00
Randall	120,725	1.36%	1.6	1.22%	\$49,134.00	\$49,134.00
Reagan	3,367	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Real	3,309	0.04%	0.1	0.08%	\$2,052.00	\$2,052.00
Red River	12,860	0.14%	0.5	0.38%	\$10,105.00	\$10,105.00
Reeves	13,783	0.15%	0.1	0.08%	\$4,218.00	\$4,218.00
Refugio	7,383	0.08%	0	0.00%	\$1,375.00	\$1,375.00
Roberts	929	0.01%	0	0.00%	\$1,000.00	\$1,000.00
Robertson	16,622	0.19%	0.7	0.53%	\$13,804.00	\$13,804.00
Rockwall	78,337	0.88%	0.3	0.23%	\$20,343.00	\$20,343.00
Runnels	10,501	0.12%	0	0.00%	\$2,020.00	\$2,020.00
Rusk	53,330	0.60%	2	1.53%	\$40,299.00	\$40,299.00
Sabine	10,834	0.12%	0.4	0.31%	\$8,167.00	\$8,167.00
San Augustine	8,865	0.10%	1	0.76%	\$16,656.00	\$16,656.00
San Jacinto	26,384	0.30%	1.1	0.84%	\$21,729.00	\$21,729.00
San Patricio	64,804	0.73%	0.3	0.23%	\$17,621.00	\$17,621.00
San Saba	6,131	0.07%	0.7	0.53%	\$11,753.00	\$11,753.00
Schleicher	3,461	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Scurry	16,921	0.19%	0.2	0.15%	\$6,387.00	\$6,387.00
Shackelford	3,378	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Shelby	25,448	0.29%	0.9	0.69%	\$18,585.00	\$18,585.00
Sherman	3,034	0.03%	0.1	0.08%	\$1,000.00	\$1,000.00
Smith	209,714	2.35%	3.8	2.90%	\$96,235.00	\$96,235.00
Somervell	8,490	0.10%	0	0.00%	\$1,604.00	\$1,604.00
Starr	60,968	0.68%	1.5	1.14%	\$34,617.00	\$34,617.00
Stephens	9,630	0.11%	0	0.00%	\$1,840.00	\$1,840.00
Sterling	1,143	0.01%	0	0.00%	\$1,000.00	\$1,000.00
Stonewall	1,490	0.02%	0	0.00%	\$1,000.00	\$1,000.00
Sutton	4,128	0.05%	0.2	0.15%	\$3,740.00	\$3,740.00
Swisher	7,854	0.09%	0.2	0.15%	\$4,511.00	\$4,511.00
Taylor	131,506	1.48%	1.1	0.84%	\$43,766.00	\$43,766.00
Terrell	984	0.01%	0	0.00%	\$1,000.00	\$1,000.00
Terry	12,651	0.14%	0.1	0.08%	\$3,984.00	\$3,984.00
Throckmorton	1,641	0.02%	0	0.00%	\$1,000.00	\$1,000.00
Titus	32,334	0.36%	0.1	0.08%	\$8,010.00	\$8,010.00
Tom Green	110,224	1.24%	0.2	0.15%	\$25,688.00	\$25,688.00
Trinity	14,585	0.16%	0	0.00%	\$2,865.00	\$2,865.00
Tyler	21,766	0.24%	0.5	0.38%	\$11,948.00	\$11,948.00
Upshur	39,309	0.44%	0.9	0.69%	\$21,415.00	\$21,415.00
Upton	3,355	0.04%	0.1	0.08%	\$2,061.00	\$2,061.00
Uvalde	26,405	0.30%	0.4	0.31%	\$11,388.00	\$11,388.00
Val Verde	48,879	0.55%	0.4	0.31%	\$16,037.00	\$16,037.00
Van Zandt	52,579	0.59%	0.7	0.53%	\$21,361.00	\$21,361.00
Victoria	86,793	0.97%	2.4	1.83%	\$52,742.00	\$52,742.00
Walker	67,861	0.76%	0.2	0.15%	\$16,925.00	\$16,925.00

Waller	43,205	0.49%	0.9	0.69%	\$22,461.00	\$22,461.00
Ward	10,658	0.12%	0.1	0.08%	\$3,572.00	\$3,572.00
Washington	33,718	0.38%	0.2	0.15%	\$9,862.00	\$9,862.00
Webb	250,304	2.81%	1.2	0.92%	\$69,861.00	\$69,861.00
Wharton	41,280	0.46%	1.6	1.22%	\$32,699.00	\$32,699.00
Wheeler	5,410	0.06%	0.1	0.08%	\$2,486.00	\$2,486.00
Wichita	131,500	1.48%	1.7	1.30%	\$51,571.00	\$51,571.00
Wilbarger	13,535	0.15%	0.5	0.38%	\$10,245.00	\$10,245.00
Willacy	22,134	0.25%	1.6	1.22%	\$28,739.00	\$28,739.00
Wilson	42,918	0.48%	0	0.00%	\$8,726.00	\$8,726.00
Winkler	7,110	0.08%	0	0.00%	\$1,318.00	\$1,318.00
Wise	59,127	0.66%	0.5	0.38%	\$19,676.00	\$19,676.00
Wood	41,964	0.47%	0.3	0.23%	\$12,995.00	\$12,995.00
Yoakum	7,879	0.09%	0	0.00%	\$1,477.00	\$1,477.00
Young	18,550	0.21%	0.2	0.15%	\$6,724.00	\$6,724.00
Zapata	14,018	0.16%	0.1	0.08%	\$4,267.00	\$4,267.00
Zavala	11,677	0.13%	0	0.00%	\$2,263.00	\$2,263.00

**CAPITAL AREA COUNCIL OF GOVERNMENTS INTERLOCAL CONTRACT
FOR IMPLEMENTATION OF SOLID WASTE MANAGEMENT ACTIVITIES
FY 2021**

AMENDMENT I

The Capital Area Council of Governments (hereafter, CAPCOG) and the agreeing party (hereafter, SUBRECIPIENT) entered into a contract on August 11, 2020 as authorized by the Interlocal Cooperation Act, Texas Government Code Section 791.00 et seq, and the Solid Waste Disposal Act, Chapter 361 of the Texas Health and Safety Code.

This Solid Waste Interlocal Contract is amended as follows:

Amendment to Scope of Services

Article II General Contract Provisions, Section 2.02 Scope of Services (b) is amended to increase the amount of the award under Contract #21-12-03 to \$35,395.66 for unanticipated overages realized while implementing a Solid Waste Grant for a Household Hazardous Waste Collection Event.

Amendment to Period of Performance

Article II General Contract Provisions, Section 2.03 Period of Performance, is amended to extend the period of performance to end on August 15, 2021. This amendment is pursuant to the authority in Section 2.09 of the Contract.

This document should be maintained with the CAPCOG Contract #21-12-03 documents and records.

COPY

ACCEPTANCE

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

Except as amended herein, the terms and conditions of the original INTERLOCAL CONTRACT FOR IMPLEMENTATION OF SOLID WASTE MANAGEMENT ACTIVITIES, FY 2020-2021 remain in full force and effect.

PRIMARY: Capital Area Council of Governments

SUBRECIPIENT: Blanco County

Contract #: 21-12-03

Award: \$35,395.66

Contracting Parties

PRIMARY: Capital Area Council of Governments

Signature: _____

Printed Name: Betty Voights

Title: Executive Director

Date: _____

SUBRECIPIENT: Blanco County

Signature: _____

Printed Name: Brett Bray

Title: Blanco County Judge

Date: _____

COP

Connie Harrison

From: May, Ken <kmay@capcog.org>
Sent: Friday, July 9, 2021 12:11 PM
To: Brett Bray
Cc: Connie Harrison; Paul Granberg; Shelly Wenmohs; Cindy Lent; Voights, Betty; Jennings, Sheila; Bowman, Lisa Byrd; Hargrove, Shelly; Barrett, Kate
Subject: CAPCOG SW Grant - Amendment Attached
Attachments: 21-12-03 Amendment No. 1.pdf

Importance: High

Honorable Judge Bray:

Please find attached an amendment to the FY 2020-2021 Solid Waste Grant, Interlocal Agreement (ILA) #20-12-03, extending the term of the ILA to August 15, 2021, and increasing the original \$32,000 award by \$3,395.66 to \$35,395.66. This additional money is part of our Solid Waste Advisory Committee suggested and Texas Commission on Environmental Quality (TCEQ) approved spend-down plan to help ensure CAPCOG returns no monies to the TCEQ in our end of biennium close-out. The SW Program realized programmatic savings in operational costs due to Covid related restrictions and we had unallocated pass-through dollars as well. The spend-down plan included covering implementation project overages in the match category.

We will require the amendment be signed, dated, and returned by August 15, 2021 to be able to realize making this additional reward to the County. This additional reward will arrive in a second deposit at a later date pending return of the attached amendment signed and dated prior to August 15, 2021.

Please do not hesitate to contact me if you have questions or comments.

Sincerely,

Ken May

Regional Programs Manager

Capital Area Council of Governments

Ph: (512) 916-6040 ~ Fax: (512) 916-6001

kmay@capcog.org ~ www.capcog.org

No electronic communication by a CAPCOG employee may legally obligate the agency.



ORDER _____**AN ORDER ESTABLISHING CRITERIA FOR REDISTRICTING OF
POLITICAL BOUNDARIES**

The Commissioners Court is the governing body of Blanco County, Texas, meeting in a duly scheduled and posted meeting, does hereby adopt the following criteria for use in the redistricting of all county political boundaries. Any plan for the redistricting of representative members of the Commissioners Court of the Blanco County should, to the maximum extent possible, conform to the following criteria:

1. The plan should ensure that all applicable provisions of the U.S. and Texas Constitutions, the Voting Rights Act, the Texas Election Code are honored.
2. The plan should be drawn in such a manner that the maximum deviation from an ideal size, as determined by dividing the total population of the county divided by four (the number of single member districts that compose the Commissioners Court of Blanco County, by not more than five (5%) percent for any single precinct, or a total top to bottom deviation (percentage of deviation below and above the ideal size) of not more than ten (10%) percent.
3. The plan should address minority representation, and if at all possible, in conformity with constitutional standards, avoid retrogression in the percentage of population and voting age demographics consistent with existing minority representation.
4. The plan should, avoid fragmentation and preserve minority communities of interest to the maximum extent possible. These communities of interest should be recognized and retained intact where possible. Only when the overall minority population of the county is sufficiently large to require more than one minority district should minority populations be divided, and only then to the least degree possible.
5. The plan should not, however, attempt to unreasonably join geographically remote minority populations into a single precinct unless there are strong and genuine connections between these communities as reflected by common schools, churches, or cultural ties. For example, minority populations in two separate towns, located miles apart, may not have sufficient links or common political cohesion to justify joining these two minority population centers into a single electoral group. Particularly when dealing with distinct minority groups,

such as Black and Hispanic populations, a general assumption that separate minority populations will vote in a “block” may be unsupportable in fact.

6. The plan should seek compact and contiguous political boundaries. Physical boundaries of cultural or economic significance, such as rivers, multi-laned control access highways or turnpikes, which tend to divide populations in fundamental ways, should be recognized and where possible, should only serve as necessary to achieve recognized objectives. To the maximum extent possible, clearly recognized boundaries, such as streets and highways, should be used to facilitate ease of voter identification of boundaries, as well as election administration.
7. Where possible, well-recognized and long used election precinct boundaries should be retained intact (within the limitations imposed by state and federal law) or with as little alteration as possible.
8. Election precincts in the plan should be sized in conformity with state law. For example, in counties that use traditional, hand counted paper ballots, no election precinct may contain more than 2000 voters. In counties with voting systems that allow for automated ballot counting, this number may be increased to as many as 5000 registered voters.
9. The plan should afford incumbent office holders with the assurance that they will continue to represent the majority of individuals who elected these incumbents, and all incumbents’ residential locations should be retained in their reformed precincts to ensure continuity in leadership during the remaining term of incumbents to the extent possible.
10. The plan should address fundamental and necessary governmental functions, and to the extent possible, ensure that these functions are enhanced rather than impaired. For example, county road mileage should be balanced to the extent possible between the resulting commissioner’s precincts. Election administration should not be unduly complex as a result of election boundaries.
11. The plan should ensure that election voting precincts under that plan do not contain territory from more than one commissioner’s precinct, justice precinct, congressional district, state representative district, state senatorial district and state Board of Education. Although no longer required, city election wards should be honored in virtually all circumstances, with city and rural county voters being kept in separate voting precincts to the extent possible. Where they exist, other special election districts, such as water, hospital, or navigation

districts, should be structured in a manner to provide to the greatest extent possible the harmonious administration of various election jurisdictions.

12. The plan should attempt to locate polling places in convenient, well-known locations that are accessible to disabled voters to the maximum extent possible. Public buildings should be utilized to the maximum extent possible as polling places. Where necessary, buildings routinely open to the public, such as churches, retail businesses, or private buildings dedicated to public activities, can be used as polling places.
13. If the reduction of polling places can be accomplished, without impinging upon voter convenience and minority voting rights, such reductions can be considered.
14. Citizen input should be encouraged, but in order to minimize cost and to have sufficient information to evaluate such proposals fairly, the County will only consider proposed plans submitted to the County for evaluation by individual citizens or groups if the proposed plan is submitted to the County in a commonly used GIS format, such as .SHP, .MAP, .KLM, .GPX, .MDB, along with maps and demographic data sufficient to address voting rights concerns.

The foregoing criteria are deemed to be illustrative, but not exclusive, examples of fundamentally important issues, which should be considered in any redistricting, plan. Therefore, the Commissioners Court expresses its intention to measure any plan submitted for consideration by this set of criteria, and to base any eventual exercise of discretion upon the foregoing criteria.

The criteria approved this date were considered in open Court, following posting not less than 72 hours before any action taken on the same. Upon motion by _____, second by _____, the Commissioners Court of Blanco County hereby adopts the criteria set forth herein by a vote of ___ to ___.

Signed this ____ day of _____, 202__.

County Judge

Attest:

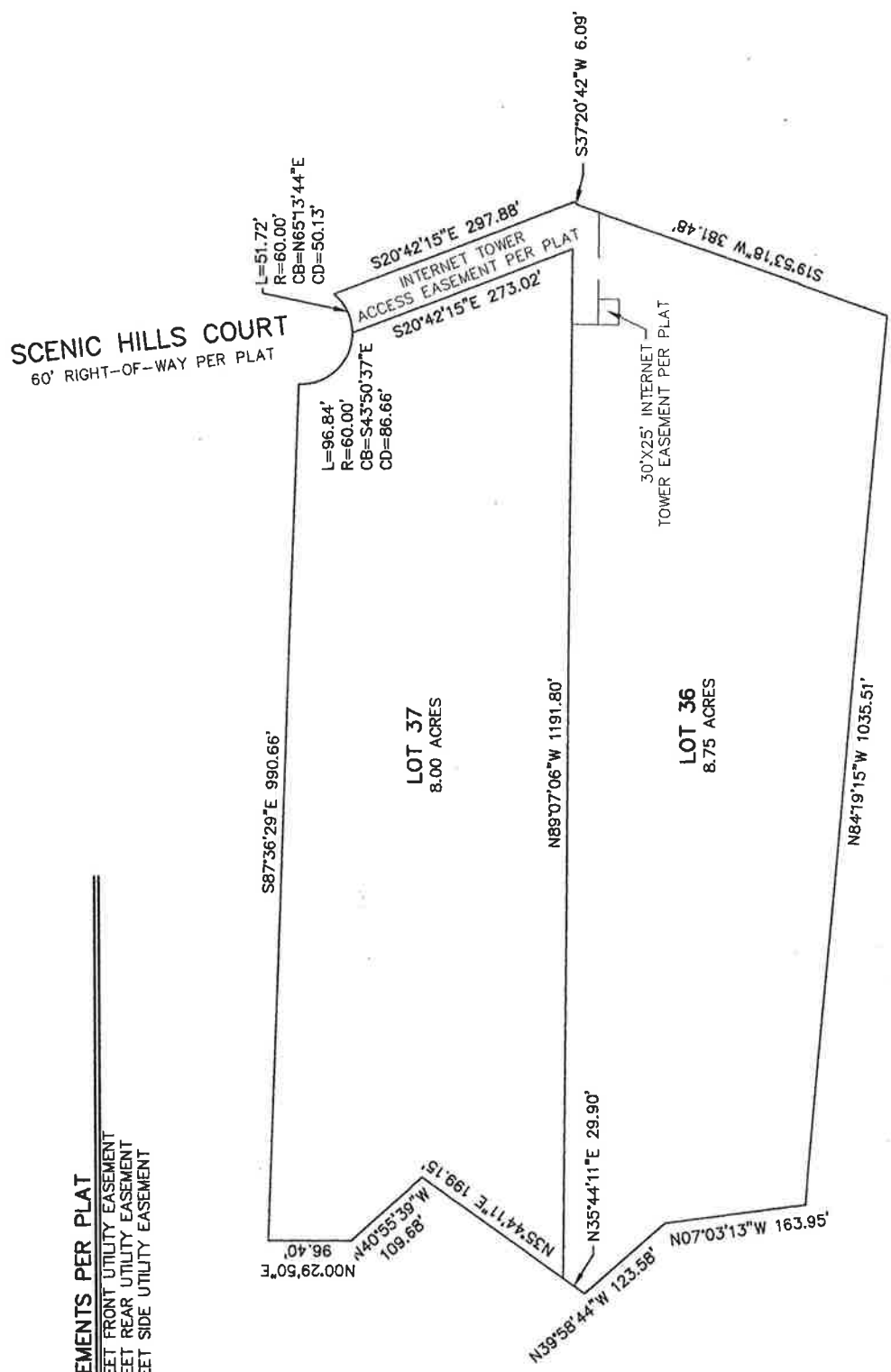
County Clerk

AMENDING PLAT OF LOT 36 AND LOT 37, MAJESTIC HILL
 RECORDED IN VOLUME 3, PAGES 240-247, PLAT RECORDS,
 INTO
 LOT 37A

Current

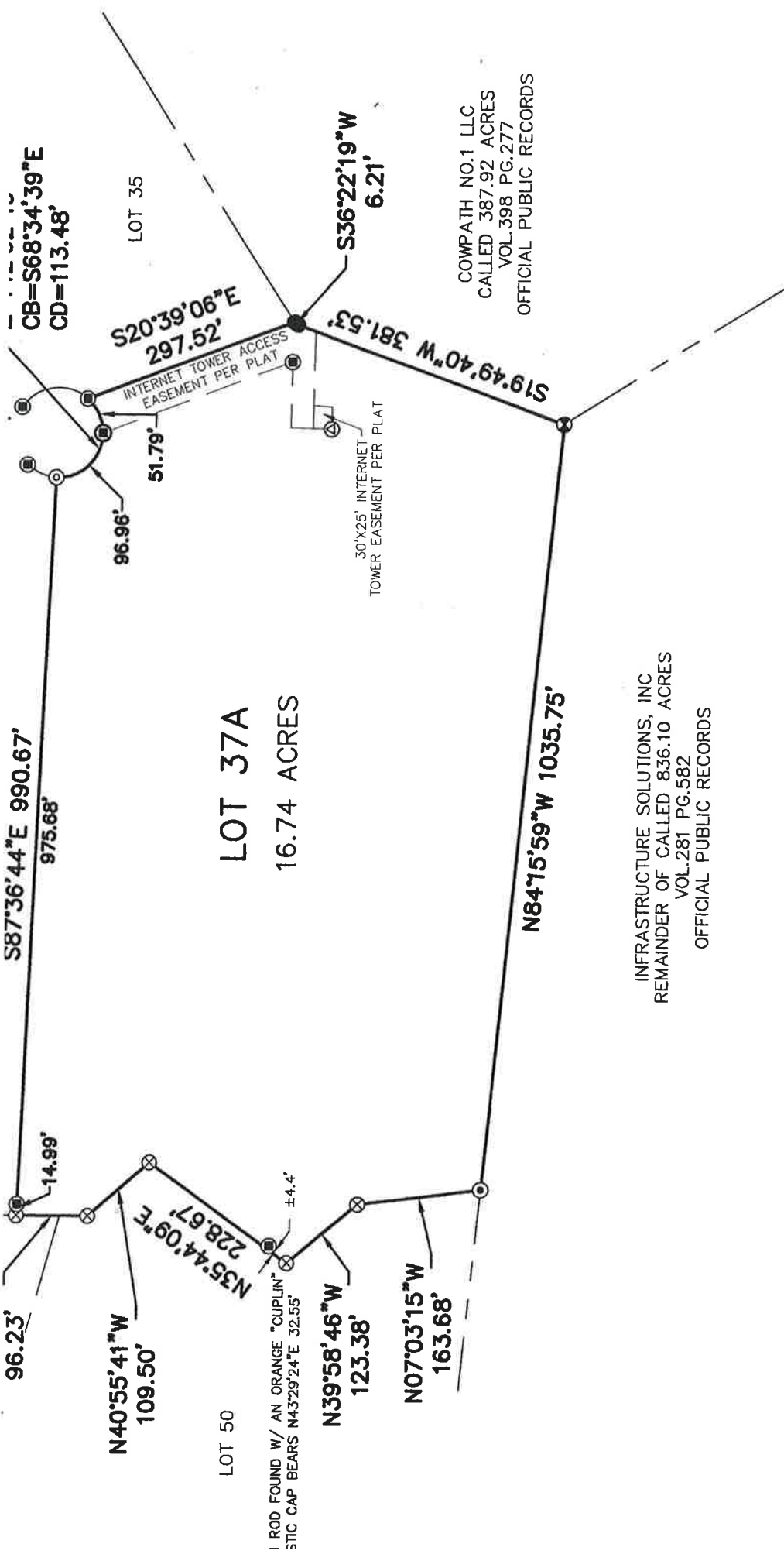
2

EASEMENTS PER PLAT
 25 FEET FRONT UTILITY EASEMENT
 25 FEET REAR UTILITY EASEMENT
 10 FEET SIDE UTILITY EASEMENT



CURRENT CONFIGURATION

JUD: KNO HILL: TEX: PLA: DO: I SETE: FREI: STAT: COU: BEFC: PUR: NOT: KNO: SUR: SUR: WEIR: PRE: CHRI:



CB=S68°34'39"E
CD=113.48'

LOT 35

COWPATH NO.1 LLC
CALLED 387.92 ACRES
VOL.398 PG.277
OFFICIAL PUBLIC RECORDS

LOT 37A
16.74 ACRES

INFRASTRUCTURE SOLUTIONS, INC
REMAINDER OF CALLED 836.10 ACRES
VOL.281 PG.582
OFFICIAL PUBLIC RECORDS

Proposed

LOT 50

I ROD FOUND W/ AN ORANGE "CUPLIN"
3TC CAP BEARS N43°29'24"E 32.55'

N40°55'41"W
109.50'

N35°44'09"E
228.67'

N39°58'46"W
123.38'

N07°03'15"W
163.68'

14.99'

96.96'

51.79'

S20°39'06"E
297.52'

S36°22'19"W
6.21'

S19°49'40"W 381.53'

N84°15'59"W 1035.75'

INTERNET TOWER ACCESS
EASEMENT PER PLAT

30'X25' INTERNET
TOWER EASEMENT PER PLAT