

COLORADO COUNTY COMMISSIONERS COURT
NOTICE OF OPEN MEETING

DATE OF MEETING: JANUARY 28, 2019 – 9:00 A. M.
BUILDING: Colorado County Courthouse, County Courtroom
STREET LOCATION: 400 Spring Street
CITY OF LOCATION: Columbus, Texas

Pursuant to the authority granted under Government Code, Chapter 551, the Commissioners Court may convene in a closed meeting to discuss, deliberate and take action on any of the agenda items listed below. Immediately before any closed session, the specific section or sections of Government Code, Chapter 551, which provides statutory authority, will be announced.

The Following Members were present, to wit:

Honorable Ty Prause	County Judge
Honorable Doug Wessels	Commissioner Precinct #1
Honorable Darrell Kubesch	Commissioner Precinct #2
Honorable Tommy Hahn	Commissioner Precinct #3
Honorable Darrell Gertson	Commissioner Precinct #4
Honorable Kimberly Menke	County Clerk

County Judge Ty Prause called the meeting to order at 9:06 A.M., followed by

Pledges to the United States Flag and Texas Flag.

DELIBERATE AND CONSIDER ACTION ON THE FOLLOWING ITEMS:

__1. Agenda as posted.

Motion by Commissioner Wessels to approve Agenda; seconded by Commissioner Kubesch; 5 ayes 0 nays; motion carried, it was so ordered.

(See Attachment)

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
JANUARY 28, 2019**

COLORADO COUNTY COMMISSIONERS COURT
NOTICE OF OPEN MEETING

FILED FOR RECORD
COLORADO COUNTY, TX

2019 JAN 24 PM 4:50

KIMBERLY MENKE
COUNTY CLERK

DATE OF MEETING: JANUARY 28, 2019 – 9:00 A. M.
BUILDING: Colorado County Courthouse, County Courtroom
STREET LOCATION: 400 Spring Street
CITY OF LOCATION: Columbus, Texas

N.D.

Pursuant to the authority granted under Government Code, Chapter 551, the Commissioners Court may convene in a closed meeting to discuss, deliberate and take action on any of the agenda items listed below. Immediately before any closed session, the specific section or sections of Government Code, Chapter 551, which provides statutory authority, will be announced.

DELIBERATE AND CONSIDER ACTION ON THE FOLLOWING ITEMS:

1. Agenda as posted.
2. Public comments.
3. Addition of vacation and sick time usage to the Colorado County EMS Standard Operating Procedures. (Furrh)
4. Authority to transfer a 2006 Ford F350 ambulance (VIN 1FDWF36P66E893020) to Precinct One. (Furrh)
5. TaxPRO Non-Exclusive License Agreement between Colorado County and TaxPRO, LLC, for browser based bookkeeping software. (Poenitzsch)
6. Proposal from SecureTech Systems, Inc. to service panic/duress alarm system and extend warranty for two years. (Kana)
7. Quote from WatchGuard for hardware warranty and evidence library/DVR software maintenance on (18) in-car devices for the Sheriff's Department. (Kana)
8. County Clerk's request to add Boys and Girls Club of Champion Valley and Colorado County Senior Citizen Program (WCJC) to the juror reimbursement donation program. (Menke)
9. Safety Resolution to implement an effective Accident Prevention Plan in agreement with the Texas Association of Counties. (Kana)
10. Renew membership with Texas Association of Counties and payment of dues in the amount of \$1,090.00 (1/1/19-12/31/19).
11. Review, amend, or adopt January 23, 2017 Guidelines and Criteria for Granting Tax Abatements in Colorado County.
12. Set a date and specify which County owned buildings to be inspected by Commissioners Court.
13. Consent:
 - a. Continuing Education Transcript for Mary Jane Poenitzsch, Tax Assessor-Collector, for completion of her continuing education requirements for 2018.
 - b. Certificate of Course Completion for Boe Reeves, Justice of the Peace 2, for training on the Open Meetings Act and Public Information Act; and acknowledgment for completing the 28-hour Stage 1 and Stage 2 Seminar for new judges.
 - c. Letter of gratitude from Boys & Girls Club of Champion Valley for County's \$5,000 funding.
 - d. Letter of consent from Colorado County Ag Complex to Texas Commission on Environmental Quality allowing fairgrounds facility to be used for county-wide Household Hazardous Waste (HHW) collection event on June 1, 2019.
 - e. Executed Tax Abatement Agreement between Colorado County and Great Southern Wood Preserving, Inc. and Great Southern Wood – Columbus, Inc.
 - f. Request to use Courthouse circle drive for "National Day of Prayer" on May 2nd at Noon.

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- g. Dale Heinsohn and Heidi Heinsohn May appointed to the Colorado County Historical Commission for the term ending December 31, 2020.
- _14. Examine and approve all accounts payable and budget amendments.
- _15. Announcements (without discussion and no action) by elected officials/department heads.
- _16. Commissioners Court Members sign all documents and papers acted upon or approved.
- _17. Adjourn.

The Colorado County Courthouse is wheelchair accessible and accessible parking spaces are available.

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 2. Public comments.

There were no Public Comments.

 3. Addition of vacation and sick time usage to the Colorado County EMS Standard Operating Procedures. (Furrh)

Michael Furrh, EMS Director stated this is just for clarification for vacation and sick time.

Motion by Judge Prause to approve the addition of vacation and sick time usage to the Colorado County EMS Standard Operating Procedures; seconded by Commissioner Gertson; 5 ayes 0 nays; motion carried, it was so ordered.

(See Attachment)

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Below you will find verbiage that I would also like to add to the CCEMS policy manual. This can be put on the next agenda and can read similar to the one you had posted on this agenda. It will be added to SOP 25 (Employee attendance, expectations and appearance.)

***Michael A. Furrh, EMT-P
Director
Colorado County EMS***

VACATION and SICK TIME USAGE

Vacation and sick time are both benefits afforded to you as a full time employee with Colorado County. You accrue both according to the latest figures from the County policy manual.

Vacation – Vacation time shall be submitted no LATER than 2 weeks prior to your desired vacation days. Mandatory overtime CAN be used to fill your absence if no other coverage can be obtained. If you turn in your desired vacation within after the 2 week minimum, mandatory overtime WILL NOT be used and your vacation may be denied if coverage cannot be found.

Sick – The use of sick time shall be used in accordance to the County policy. However, if an employee shall need to be off for more than 24 hours, you may be required to produce a doctor's note.

No vacation or sick time – If the employee has no vacation or sick time, CCEMS will work on this on a case by case basis. However, if you have no sick or vacation time, you should treat this as submitting for vacation. We will need to know at least 2 weeks in advance and you also must consider that the request may still be denied.

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- __4.** Authority to transfer a 2006 Ford F350 ambulance (VIN 1FDWF36P66E893020) to Precinct One. (Furrh)

Michael Furrh, EMS Director reported that Precinct No. 1 will use this truck for his Precincts patching truck.

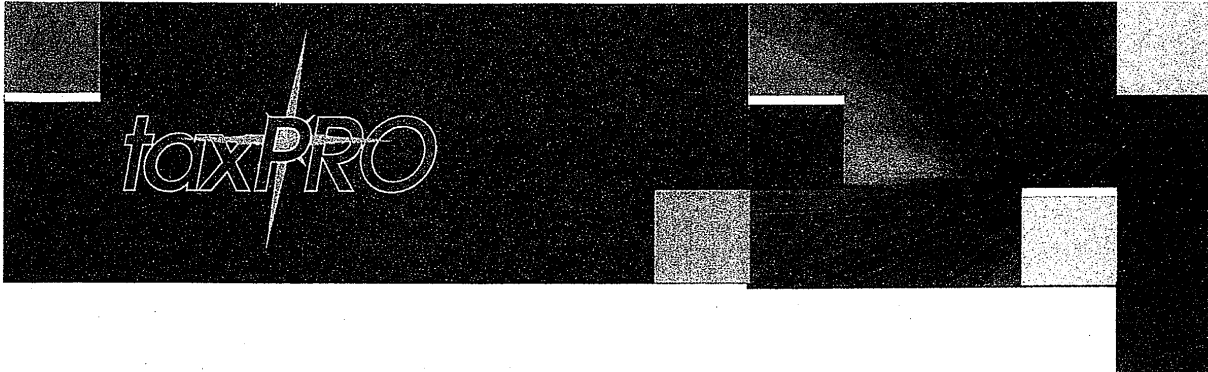
Motion by Commissioner Wessels to approve the authority to transfer a 2006 Ford F350 ambulance (VIN 1FDWF36P66E893020) to Precinct One; seconded by Commissioner Kubesch; 5 ayes 0 nays; motion carried, it was so ordered.

- __5.** TaxPRO Non-Exclusive License Agreement between Colorado County and TaxPRO, LLC, for browser based bookkeeping software. (Poenitzsch)

Mary Jane Poenitzsch, Tax Assessor/Collector informed this program will bring her office more technology and is on a month to month basis, if they are not pleased with software or service, it can be cancelled with no penalty. Hopes software is up and going by the first of February.

**Motion by Commissioner Wessels to approve TaxPRO Non-Exclusive License Agreement between Colorado County and TaxPRO, LLC, for browser based bookkeeping software; seconded by Commissioner Gertson; 5 ayes 0 nays; motion carried, it was so ordered.
(See Attachment)**

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January 19, 2019

Honorable Mary Jane Poenitzch
Colorado County Tax Assessor
Collector
316 Spring Street, Ste. 102
Columbus, Texas 78934

Re: Browser Based Bookkeeping Software

Dear Ms. Poenitzch:

Thank you very much for the opportunity to meet with you last week. Per your request, TaxPRO is presenting you with a written proposal. As I mentioned, TaxPRO does not require any money up front from your office; you have the flexibility to pay a monthly fee as outlined below. This fee would include a hosted solution for your office, software support, initial training and annual releases.

As you may recall, TaxPRO bases our fees on the number of users. Based upon our conversations, we estimate that you will need two (2) user licenses with (2) logins.

The pricing is as follows:

Monthly Fees			
# Users	Module		Total
1	First User	\$120.00 per user	\$120.00
7	Each Additional User	\$50.00	\$50.00
	Total License Fee Per Month		\$170.00
1	Disaster Recovery Subscription & Backup Validation Fee –	\$25.00	\$25.00
	Total Monthly Fees		\$195.00

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The logo for taxPRO, featuring the word "tax" in a lowercase, sans-serif font and "PRO" in a larger, uppercase, sans-serif font. A stylized lightning bolt or starburst graphic is positioned behind the "P" in "PRO".

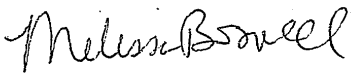
Our proposed Disaster Recovery Subscription and Backup Validation comply with State Legislative Audit requirements.

Ms. Poenitzch, thank you again for last week.

Please let me know if you should have any questions concerning this proposal.

Thank you very much for your time.

Sincerely,

A handwritten signature in cursive script that reads "Melissa Boswell".

Melissa Boswell

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TAXPRO NON-EXCLUSIVE LICENSE AGREEMENT

On this the 1ST day of February 2019 (hereinafter, "Effective Date"), Colorado County, Texas (hereinafter, "County" or "Licensee"), and TAXPRO, LLC. , having offices located at 316 North Lamar Austin, Texas 78703 (County or TAXPRO may individually be referred to as "Party" or the County and TAXPRO may collectively be referred to as "Parties") enter into this TAXPRO Non-Exclusive License Agreement (hereinafter, "Agreement" or "License Agreement") for the use of TAXPRO software programs and related materials (hereinafter the "Programs") for the designated data processing system of the County (hereinafter the "Hardware").

1.0 DEFINITIONS

- 1.01 **"Programs"** shall include each software program identified in **Exhibit 1** ("Departments and Users") to this License Agreement and associated documents, including but not limited to executable modules, user manuals and related documentation, in machine readable or printed form; and any and all enhancements, modifications, patches, upgrades, releases, developments, adaptations, and derivative works related thereto, no matter by whom developed.
- 1.02 **"Licensee"** shall mean the County, including but limited to the individual County Departments specifically identified in **Exhibit 1** ("Departments and Users") that are authorized by this License Agreement to use one or more of the Programs.
- 1.03 **"Department"** shall mean a particular specifically identifiable sub-unit of the County, for example, a distinct department, division or physical office of the County; or an independently elected official, or a distinct department, division or physical office operating under that elected official and subject to that elected official's supervision or authority.
- 1.04 **"Department Program"** shall mean the specific Program(s) that a particular Department is authorized to use or access under this License Agreement. A Department may be authorized to use more than one Program, as specified in **Exhibit 1**.
- 1.05 **"User"** shall mean a particular individual person that is authorized to use or access a particular Department Program under this License Agreement.
- 1.06 **"User Number"** The County has the right to permit access and use of the Program(s) by authorized County employees, up to the User Number specified in **Exhibit 1** hereto for the applicable Program; *provided*, that no more than the User Number may access or use the particular Program(s) at any given time. The Client shall assign a unique User Identification Number to each authorized User, and shall provide to TAXPRO a list of authorized Users and their User Identification Numbers upon request by TAXPRO.

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- 1.07 **"Public Records Law"** shall mean Texas Statutes; or, as applicable, the federal Freedom of Information Act.

2.0 LICENSE

2.01 Grant of license

TAXPRO hereby grants Licensee a non-exclusive, non-transferable, limited, revocable license to use the Programs identified in **Exhibit 1** (Software Provided Release 10) hereto and incorporated herein, subject to payment of all fees and charges specified. Each Licensee Department identified in **Exhibit 1** may use the Program modules identified in **Exhibit 1** that are specific to that Department for the number of Users identified in **Exhibit 1** that is specific to that Department for that Department Program, and for the number of Access Points identified in **Exhibit 1** specific to that Department for that Department Program. Each Licensee Department shall use its identified Department Program(s) and related materials in the regular course of its business only, within its normal capacity without abuse, and in the manner contemplated by this License Agreement.

2.02 Ownership

All right, title and interest in and to the Programs and related materials are and shall remain vested in, and shall vest solely with, TAXPRO. This License Agreement does not create or transfer any right, title or interest in or to the Programs or any related materials in favor of Licensee or any third party.

2.03 No alterations or derivative works without consent of TAXPRO

This License Agreement does not grant Licensee the right to make derivative works or otherwise alter, modify or adapt the Programs or related materials. Licensee may not itself, or by the actions of any third party, volunteer, or contractor (hereinafter referred to as Licensee's Designee), inspect, work on, improve, reverse engineer, enhance, adapt, or develop the Programs or any of them, in any manner whatsoever (collectively "Alterations"), without express written permission from TAXPRO. Licensee shall not make any replacements or substitutions to the Programs and related materials without the written consent of TAXPRO. Any such replacements or substitutions, or any derivative works, in whole or part if incomplete, shall become the exclusive property of TAXPRO and be subject to this License Agreement unless TAXPRO and Licensee agree otherwise in writing.

2.04 Ownership of alterations including derivative works

If TAXPRO consents to alterations to its intellectual property ("Alterations"), including but not limited to Alterations that constitute copyrightable or patentable derivative works, by Licensee or any Licensee's Designee, Licensee agrees that all right, title and interest in and to any and all Alterations developed by Licensee or by Licensee's Designee, whether such Alterations are completed or only partially completed, (i) shall be works made for hire for TAXPRO if they are of a character that may be recognized as such under applicable law; or (ii) if not of such character, that all right, title and interest in and

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to such Alterations shall be and hereby are transferred and assigned by Licensee to TAXPRO; or (iii) if such present transfer and assignment is not recognized under applicable law, shall be transferred and assigned by Lessee to TAXPRO when applicable law recognizes the effectiveness of such transfer and assignment; and that (iv) that Licensee shall execute suitable transfer and assignment documents upon request by TAXPRO and (v) otherwise provide all reasonable assistance to TAXPRO or its designee in effecting the registration or recordation of such Alterations. Moreover, as appropriate, Licensee shall ensure that Licensee's Designee performing such work shall transfer and assign all right, title and interest in and to the Alterations to TAXPRO, including all proprietary and descriptive information related to the Programs and the Alterations that is developed by Licensee's Designee. Licensee agrees and warrants that it will be responsible for ensuring that appropriate contractual, work made for hire, and transfer and assignment documents are executed by it and/or by Licensee's Designee.

2.04 No removal of proprietary legends or notices

Licensee agrees not to remove or destroy any proprietary or confidential legends or markings (including but not limited to copyright or trademark notices) placed upon or contained within the Programs and related materials.

2.05 Licensee data

Licensee retains all rights to its data. The data shall be exported in an ASCII format, or such other format as is appropriate for Licensee and which TAXPRO is capable of producing; provided, that use of such non-ASCII format does not infringe any rights of TAXPRO or any third party.

2.06 No access by unauthorized persons or entities

Licensee will not permit the Programs or related materials to be used, accessed, inspected, reviewed or viewed either directly or indirectly by any unauthorized person or entity.

2.07 No sublicenses or unauthorized extensions of license

Licensee may not grant sublicenses or other rights in or to the Programs to others, including Departments not expressly identified in **Exhibit 1**, or assign or transfer the License in whole or part, or any rights in or to the Programs, to any third party or other Licensee Department.

2.08 Confidentiality; protection and non-disclosure

Licensee recognizes and agrees that the Programs and related materials and information related to them, (i) are considered by TAXPRO to be trade secrets, (ii) provided to Licensee in confidence; and (iii) are the exclusive and proprietary property and information of TAXPRO. Licensee represents and warrants that it will not disclose Programs or any related materials or any other TAXPRO confidential or proprietary information to any unauthorized person or entity, including but not limited to third parties, directly or indirectly, without express written authorization from TAXPRO. In the event a request is made for Licensee to disclose Programs or any related materials or

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information to a third party, Licensee promptly shall give written notice to TAXPRO identifying the requesting persons or entities and, if known to Licensee, stating the reasons such requests have been made. TAXPRO shall determine in its sole discretion whether the requested disclosures should be made, and if not, what action to take; provided, that requests made under the Texas Public Records Law (the "Public Records Law") are subject to the provisions of Section 6.04 of this License Agreement.

2.09 TAXPRO right to terminate

TAXPRO shall have the right immediately to terminate this License Agreement without penalty or cost to TAXPRO, and without further obligation of TAXPRO to Licensee hereunder, should Licensee violate any of its provisions. Such termination shall be effective upon TAXPRO's giving notice to Licensee.

3.0 LICENSEE FEES

The fees for this License Agreement shall be the amounts specified in **Exhibit 1** ("Departments and Users") hereto, to be paid over the term of this License Agreement or otherwise as specified in **Exhibit 1**. Addition of (i) Users or Access Points within a Department, (ii) Departments, or (iii) Department Programs, or (iv) increases in User Numbers or Concurrent User Numbers, may result in additional fees, including fees for additional installations or authorizations, and increases in any annual fees, as specified by TAXPRO.

4.0 TERM AND TERMINATION

4.01 Term

This License Agreement shall come into and be in effect as of the Effective Date, and shall terminate (the "Initial Term") on the 1st day of February, 2024 (hereinafter, "Initial Termination Date").

This Agreement shall automatically renew for successive terms of duration equal to the Initial Term ("Renewal Term") unless either party notifies the other in writing not later than ninety (90) days before the end of the Initial Term or the then-current Renewal Term, as applicable, either (a) that the Agreement shall terminate at the end of the said applicable Term instead of being renewed; or (b) requesting a Renewal Term of lesser duration, which request shall be subject to the agreement of the other Party; provided, however, that the total duration of this Agreement shall not exceed five (5) years or such other total duration as permitted from time to time under applicable law.

4.02 Post-Expiration Assistance

Upon termination of this Agreement in part or in full by action of the terms herein or upon action of the Parties as provided in this Agreement, unless otherwise provided herein, TAXPRO will assist in the transferal of the County's data files in the possession of the TAXPRO pursuant to this Agreement, including conversion of such data to another data format usable by the county; provided, however, that use of such format does not infringe or compromise the proprietary rights of TAXPRO or any third party.

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The County shall be responsible for reasonable fees, and for any costs or expenses incurred by TAXPRO for such assistance, transferal or reformatting of data, at TAXPRO's then-prevailing rates for time and materials, and including any costs and expenses of associated travel, including reasonable per diem expenses. The County shall specify in writing to TAXPRO what data records County desires to be converted, the format requested, and the media on which the converted data is requested to be written or recorded; provided, that TAXPRO and County shall mutually agree on the data to be converted, the format of such converted data, and the media on which such converted data shall be written or recorded.

If this Agreement has been terminated under Section 6 on the basis that funds have not been appropriated, TAXPRO shall have no obligation hereunder to provide such transferal or conversion assistance to the County unless and until the County certifies in writing that funds are available for such services from current sources and the County is committed to pay TAXPRO for such services from such current sources.

The County shall be solely responsible for obtaining and for the costs of any applicable third party licenses that may be required to accomplish or permit the conversion to the agreed format and using the agreed media.

4.03 Obligations survive

Upon termination of this License Agreement, all rights and obligations of the Parties shall cease, except that Licensee's obligations regarding confidentiality, including provisions regarding any Public Records Law; return and warranty of complete return of all copies of the Programs and related materials to TAXPRO; assisting TAXPRO in protecting its intellectual property and in defending against any third party claims of infringement; venue, consent to suit, and choice of laws; attorney's fees and costs; payment of license fees, costs, interest and taxes; limitations of liability; and indemnity shall survive termination of this License Agreement.

4.04 Other bases for termination

Subject to Section 10.02 ("Default"), TAXPRO shall have the right to terminate this License Agreement, by giving written notice of such termination to Licensee, in the event that Licensee (i) fails to pay TAXPRO any sums due hereunder when due, (ii) fails to observe any of Licensee's obligations hereunder with respect to proprietary information or confidentiality, (iii) fails to perform or observe any other material term or obligation set forth in this License Agreement, or (iv) fails to strictly comply with all terms in Section 2 or Section 6.

4.05 TAXPRO's right to terminate for infringement claims

TAXPRO reserves the right immediately to terminate this License Agreement if any claims for copyright or patent infringement, or infringement or misappropriation of any intellectual property rights, or for unfair competition or trade practices or other misuse, relating to the Programs or related materials, or any parts thereof, are asserted against TAXPRO, any relevant TAXPRO licensor, or Licensee or any of Licensee's employees,

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officers, agents, representatives or contractors. Such determination shall be in the sole discretion of TAXPRO. Termination on this basis shall be effective on notice in writing to Licensee by TAXPRO, stating the reason for such termination. This Section 4.05 is not subject to the notice and cure provisions of Section 10.02 ("Default").

4.06 Termination cumulative with other rights

The right of termination under this Section 4.0 shall be in addition to any other right or remedy TAXPRO may have at law or in equity.

4.07 Termination concurrent with termination of Services Agreement

Licensee's termination of this License Agreement shall be the sole remedy for Licensee for any claim of breach of this License Agreement by TAXPRO asserted by Licensee, except as may be expressly provided elsewhere in this License Agreement.

5.0 PAYMENTS

5.01 Payment due upon invoice

All sums due hereunder shall be payable upon receipt by Licensee of an TAXPRO invoice therefor. Timely payment in full of fees and other costs when due is a material obligation of Licensee. Payments are due within thirty (30) days of invoice by TAXPRO, unless otherwise expressly provided in Exhibit 1 ("Departments and Users"). Payments are deemed made when received by TAXPRO.

5.02 No right to withhold or offset

Licensee shall make all payments when due and shall not be entitled to withhold any payments or portions thereof in the event of a dispute between TAXPRO and Licensee. Except as specifically provided in this License Agreement, Licensee's obligation to make timely payments under this License Agreement will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim, or recoupment for any reason whatsoever including, without limitation, any failure of or alleged deficiencies in the Programs or related materials, or any defects, malfunctions, misfunctions, breakdowns or other infirmities of any kind in the Programs or related materials, or relating to the Programs or related materials.

5.03 Manner and mode of payment

All payments due hereunder shall be made in U.S. Dollars, and all payments shall be made to TAXPRO at its address stated herein, or at such other address as TAXPRO specifies in writing from time to time. Payment may be made by check drawn on a Licensee account, certified check, postal money order, or by wire transfer to an account of TAXPRO's designation.

5.04 Taxes

In addition to the fees or other amounts due and payable under this License Agreement, Licensee shall be responsible for and shall fully pay any and all local, state or federal sales, use, excise, privilege taxes, or other taxes and duties, tariffs, assessments or levies

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of any kind, however designated, assessed or levied, resulting from or related to this License Agreement or any activities conducted hereunder, including attorney fees, and any interest, fines or penalties associated with or assessed for non-payment or late payment thereof (all collectively, "Taxes"); provided, however, that Licensee shall have no obligation to pay any taxes based on TAXPRO's net income or gross receipts. If such taxes are payable by or levied on TAXPRO, Licensee shall promptly pay such Taxes in full upon notice by TAXPRO or promptly reimburse TAXPRO in full for any such Taxes TAXPRO has paid, upon receipt of an invoice therefor.

6.0 SECURITY/SECRECY

6.01 Duty of nondisclosure

Licensee shall ensure that the Programs and related materials, or any portion thereof, whether written or recorded or stored on magnetic tape, disk or electronic or magnetic memory, or in any other form or on any other media, are not disclosed or otherwise made available by Licensee or by any of its elected officials, employees, officers, agents, representatives or contractors, to any entities, organizations or individuals not authorized by this License Agreement to use, possess, view, review, or otherwise access the Programs or related materials. This is a material provision of this Agreement.

6.02 Proprietary, trade secret character of Programs

Licensee hereby expressly recognizes the proprietary and trade secret nature of the Programs and related materials, and expressly agrees as follows:

- (a) To use the Programs and related materials solely at the place(s) of installation and Access Points specified in this License Agreement.
- (b) To ensure that specific Department Programs and related materials are used solely by the Department(s) expressly authorized to use them, and that no more than the authorized number of Department Users use or have access to the relevant Department Program(s) and, as applicable, that no more than the authorized Concurrent User Number of Users accesses or uses the Department Program(s) at any given time;
- (c) To make no unauthorized copies of the Programs or related materials, or any component or portion thereof, by any means for any purpose whatsoever (except as is required for reasonable archival or security storage purposes), without prior written consent of TAXPRO;
- (d) To make no unauthorized dissemination of the Programs and related materials;
- (e) To instruct Licensee's elected officials employees, officers, agents or representatives, or any others, having access to the Programs or related materials that they may not copy or disseminate the Programs or related materials, in part or in whole, to unauthorized persons or entities, and that they may not provide access to them to any unauthorized person or entity; and to require compliance with these instructions as a condition of employment.
- (f) To effect security measures, including adoption of a written policy of confidentiality, adequate to safeguard the Programs and related materials from unauthorized use or access by persons other than its employees authorized to use

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the Programs for Licensee's own requirements.

- (g) To reproduce TAXPRO's copyright, trademark or patent notices or marks, and any other embedded proprietary or confidentiality notices or marks, on all materials related to or part of the Programs and related materials on which TAXPRO displays, or in which are embedded or written, such notices or marks, including on any copies made pursuant to this License Agreement.

6.03 No unauthorized copying, modification, dissemination

Licensee shall not copy, reproduce, reverse assemble, reverse compile, compare, modify, merge, transfer or distribute the Programs or related materials, or allow any other person to do so in any way or manner, without the prior written authorization of TAXPRO.

6.04 Texas Public Records Law

Licensee and its Departments shall immediately inform TAXPRO in writing (which may include transmission by facsimile or electronic mail) of any request under a Public Records Law for inspection or copying of any of the Programs or related materials. In the event that disclosure is ultimately required, Licensee shall provide, along with the required access to or any copies of such disclosed materials, a written notice to the recipient that the materials are owned by TAXPRO, or by a third party and licensed to TAXPRO, and are protected by the federal Copyright Act and other laws; that recipient is not by virtue of disclosure under the Public Records Law thereby authorized to use, copy, or disseminate the materials, or develop or use derivative works, without the express written consent of TAXPRO; and that any unauthorized use, copying, dissemination or development or use of derivative works may constitute a violation of federal copyright or other laws, and could subject the recipient to civil or criminal penalties. This is a material obligation of Licensee, and any failure of Licensee to comply, for whatever reason, is grounds for immediate termination by TAXPRO of this License Agreement. Termination under this Section 6.04 is not subject to the provisions of Section 10.02 ("Default") regarding notice and opportunity to cure.

6.05 CONSENT TO INJUNCTION AND WAIVER OF LEGAL RIGHTS.

Licensee acknowledges that TAXPRO has gone to considerable time and expense to develop the Programs and related materials and that TAXPRO would suffer significant and irreparable harm and damage by unauthorized copying, reproduction or use of the Programs or related materials. Licensee further acknowledges that such unauthorized actions may and likely would cause significant commercial damages which would be difficult to quantify. Therefore, Licensee agrees that, in addition to any other legal or equitable remedy available, TAXPRO shall be entitled to equitable relief including but not limited to temporary restraining orders, temporary and permanent injunctions to protect the integrity of its intellectual property and other proprietary or confidential information and trade secrets and to prevent disclosure (or continuing disclosure) thereof. Licensee also hereby expressly waives any right to require that TAXPRO provide proof of actual or impending actual damage as a prerequisite to TAXPRO obtaining equitable relief.

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**7.0 LIMITED LIABILITY; DISCLAIMER OF
WARRANTIES; FORCE MAJEURE; INDEMNITY**

7.01 LIMITATION OF LIABILITY

TAXPRO'S LIABILITY FOR DAMAGES TO LICENSEE FOR ANY CAUSE WHATSOEVER RELATED TO THIS LICENSE AGREEMENT OR ANY ACTIVITIES ARISING IN OR RELATED TO ITS PERFORMANCE, AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT INCLUDING NEGLIGENCE, SHALL BE STRICTLY AND UNCONDITIONALLY LIMITED. IN NO EVENT WILL TAXPRO BE LIABLE TO LICENSEE FOR ANY LOST PROFITS OR REVENUES, LOST SAVINGS, OR OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR PUNITIVE OR EXEMPLARY DAMAGES, EVEN IF TAXPRO HAS BEEN MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM ASSERTED AGAINST OR BY ANY OTHER PARTY, IN CONNECTION WITH THE DELIVERY, INSTALLATION, TESTING, USE, PERFORMANCE OR NONPERFORMANCE OF THE PROGRAMS OR RELATED MATERIALS, OR THE ACT OR FAILURE TO ACT OF TAXPRO, OR OTHERWISE ARISING OUT OF, RELATED TO, OR IN CONNECTION WITH THIS LICENSE AGREEMENT. THIS LIMITATION OF LIABILITY WILL NOT APPLY TO CLAIMS FOR COPYRIGHT INFRINGEMENT, NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY.

7.02 NO WARRANTY

TAXPRO PROVIDES THE PROGRAMS, IMPROVEMENTS AND RELATED MATERIALS TO LICENSEE "AS IS." TAXPRO MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE CONDITION OF THE PRODUCT, ITS MERCHANTABILITY, OR ITS FITNESS OF USE FOR ANY PARTICULAR PURPOSE. TAXPRO DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE PROGRAMS OR IMPROVEMENTS WILL MEET LICENSEE'S REQUIREMENTS OR THAT THE OPERATION OF THE PROGRAMS OR IMPROVEMENTS WILL BE ACCURATE, UNINTERRUPTED OR ERROR FREE. NO ADVICE OR REPRESENTATIONS BY TAXPRO OR TAXPRO PERSONNEL SHALL CREATE ANY SUCH WARRANTY. TAXPRO DOES NOT MAKE ANY WARRANTY THAT ANY INFORMATION, DATA, SOFTWARE OR EQUIPMENT USED TO RUN OR ACCESS THE PROGRAMS OR IMPROVEMENTS, OR THE DATA THEY USE OR GENERATE, OR THE REPORTS THEY GENERATE, WILL BE AT ALL TIMES FREE OF VIRUSES, WORMS, TROJAN HORSES OR OTHER HARMFUL COMPONENTS. COUNTY IS SOLELY RESPONSIBLE FOR THE ACCURACY OF ANY AND ALL DATA, AND TAXPRO MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT SUCH DATA OR ANY CALCULATIONS OR REPORTS THAT DEPEND ON OR UTILIZE SUCH DATA. PROVIDED HOWEVER, TAXPRO WILL USE ITS BEST EFFORTS TO

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EVALUATE ANY ISSUES WITH THE PROGRAMS BROUGHT TO ITS ATTENTION BY THE COUNTY AND MAKE RECOMMENDATIONS TO THE COUNTY WITH RESPECT TO THE RESOLUTION OF SUCH ISSUES.

7.03 **Infringement Indemnification**

TAXPRO agrees to indemnify and to hold harmless Licensee from any damages finally awarded as a result of any third party claim of infringement of intellectual property asserted against Licensee by reason of Licensee's use of the Programs or related materials as delivered by TAXPRO or used by Licensee, where such use by Licensee has complied strictly with the terms and conditions of this License Agreement regarding use, dissemination, and copying of the Programs and related materials, access to them, and protection and handling of them, and does not result from the development or use of any derivative work developed by or for County by other than TAXPRO or TAXPRO-designated contractors; provided, that TAXPRO is promptly given notice in writing by Licensee of any such claim and that TAXPRO has the right to elect to defend and settle, at its expense, any such claims; and further provided, that Licensee fully cooperates with TAXPRO in connection with any defense by TAXPRO of such claims or attempt to settle such claims. Failure of Licensee to provide such assistance shall be a material breach of this License Agreement, for which TAXPRO shall have the right immediately to terminate this License Agreement. TAXPRO shall not be obligated to defend such claims but may do so at its election. Licensee may elect to participate in any formal proceedings regarding such claims, but shall bear its own costs of such participation and its costs to assist TAXPRO. TAXPRO shall have the sole right to determine the defenses of such claims concerning its intellectual property, and the sole right to determine whether to accept any settlement offer or other offer of compromises of such claims.

7.04 **Force Majeure**

TAXPRO shall not be responsible for performance hereunder, and its obligation to perform hereunder shall be suspended, for the duration of any events of force majeure, including but not limited to: Acts of God, including fire, explosion, storm and other weather events, earthquakes, floods or other natural catastrophes; cable or power outages, cable cuts or other loss of necessary connectivity, including failure of networks; failure or loss of any third party supplies, or termination or rescission of any third party licenses necessary for the provision of the Services; terrorism, vandalism, sabotage, theft of components, hacking or other interference with software or operating system or network operations, including worms, viruses, Trojan horses or other malware or harmful agents, or interference with, alteration or destruction of County data; any action, law, order regulation, directive, or request of the United States government or of any state or local government, or of any agency, commission, court, regulatory body or other instrumentality of such government, or of any civil or military authority, which requires cessation, directly or indirectly, of such performance or any part thereof; war, national emergency or civil insurrection, riot or other civil disorder; strike, work stoppage or lockout; or any other event outside the control of TAXPRO or its reasonable ability to have avoided or prevented; and such excuse by reason of force majeure shall last until TAXPRO by the exercise of reasonable diligence might remove, avoid or otherwise cure

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such impediment.

8.0 NECESSITY OF FUNDING APPROPRIATION

8.01 Term subject to appropriation

Except as provided in this License Agreement for earlier termination, this License Agreement shall continue in force for its normal Initial Term and any Renewal Term as set forth in Section 4.01, subject to the following limitation: The term of this License Agreement is subject to annual appropriation by the Licensee in its budget of sufficient funds to make the payments called for herein.

8.02 Termination for non-appropriation

In the event funds for this License Agreement are or become unavailable due to non-appropriation, this License Agreement will thereupon terminate without penalty to or further obligation hereunder of either Party, as of the last date for which funds have been appropriated; provided, that Licensee will remain responsible for costs and fees accrued hereunder for periods prior to such termination for non-appropriation.

8.03 Licensee certification of funding; Licensee notice of non-appropriation

Licensee certifies that it has available funds for payment of this License Agreement during the initial fiscal year of the Licensee in the term of this License Agreement. Further, Licensee agrees that it will notify TAXPRO at least ninety (90) days prior to the end of any current fiscal year if it does not intend to make such appropriation for the coming fiscal year. If this License Agreement is not terminated pursuant to this section, then on or before fifteen (15) days before the beginning of each Licensee fiscal year during the term of this License Agreement, Licensee shall provide written certification that adequate funds have been appropriated by it for the payment in full required under this License Agreement for the coming fiscal year.

9.0 REPRESENTATIONS

9.01 Status of Licensee; authority to make agreement; compliance with state law

Licensee represents, covenants and warrants that it is a county of the State of Texas; and that as county of that state it is a public body, corporate and politic and is authorized by the Constitution and other laws of the State of Texas to enter into the transactions contemplated by this License Agreement and to carry out its obligation hereunder. Licensee further represents, covenants and warrants that it has complied with all procedures so that this License Agreement is enforceable under the laws of the State of Texas, and that Licensee has complied with all applicable bidding or other procurement requirements, or has come within the scope of appropriate exceptions to the competitive bidding or other procurement requirements applicable to Licensee.

9.02 Disclaimer of reliance on other understandings or practices

Each Party represents and warrants to the other Party that, in entering into and performing its obligations under this License Agreement, it does not and will not rely on

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any promise, inducement, or representation allegedly made by or on behalf of the other Party with respect to the subject matter hereof, nor on any prior or current course of dealing or of performance between the Parties concerning or related to other agreements or undertakings, nor on any custom and usage in the trade, except as such promise, inducement, representation, or custom or usage may be expressly set forth herein.

10.0 REMEDIES

10.1 Equitable Relief

Licensee agrees that because of the unique nature of the Programs and related materials, irreparable harm will be caused by a breach by Licensee of its obligations under this License Agreement, that monetary damages will be inadequate to compensate for such harm and that injunctive relief will be an appropriate remedy to enforce the provisions of the License Agreement, including as provided in Section 6.06 ("Consent to Injunction").

10.2 Default

Without limitation hereby, the following shall constitute a default by Licensee ("Default"):

- (a) Failure to pay when due any payment under this License Agreement or the performance of any obligation thereunder;
- (b) Failure by Licensee or TAXPRO to comply with or perform any provision of this License Agreement;
- (c) False or misleading representations or warranties as to Licensee's status and the current year's appropriations of funds for this License Agreement made or given by Licensee; or
- (d) Any reduction in the value of the Programs and related materials caused by any act of Licensee that imperils the prospect of full performance or satisfaction of Licensee's obligations herein.

Except as otherwise specified elsewhere in this License Agreement, both parties have the right immediately to terminate this License Agreement upon the occurrence of any event of Default as specified above, and upon either parties failure to remedy such Default within a period of thirty (30) days after notice of such Default by the other party to either the County Official executing his License Agreement or to the TAXPRO representative executing this this License Agreement. Either party shall have the right to pursue any one or more of the following remedies without any further demand or notice:

- (i) Terminate this License Agreement;
- (ii) Take whatever action at law or in equity either party may consider to be necessary;
- (iii) Seek any other relief to which either party may be entitled at law or in equity.

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11.0 MISCELLANEOUS

11.01 Assignment

Licensee's rights in and to the Programs and related materials may not be assigned, sublicensed, or transferred voluntarily, by operation of law or otherwise, without TAXPRO's prior written consent and the execution of a new License Agreement.

11.02 Notices

Any notice required to be given hereunder shall be in writing, and shall be deemed delivered (i) three (3) business days after deposit in the U.S. Mail, postage prepaid, sent by registered mail, (ii) one (1) business day after being sent for overnight delivery by a reputable commercial courier capable of tracking shipment and delivery, or (iii) upon hand delivery or receipt of facsimile transmission, to the address or facsimile number designated in this License Agreement and to the attention of the person named herein as designated for receipt of notice by the receiving party, or to such other address, facsimile number or person as the receiving party may designate in writing to the sending party from time to time.

If to TAXPRO:

TAXPRO, LLC.
3011 Armory Dr.
Nashville, TN 37205
Tel: (501) 366-1603

If to County:

Colorado County Judge
Hon. Ty Prause
Colorado County Courthouse
400 Spring St, Room 107
Columbus, Texas 78934
Fax: (979) 732-9389

11.03 Severability

In the event that any provision of this License Agreement is determined to be invalid or unenforceable, the remainder of this License Agreement shall be valid and enforceable to the maximum extent permitted by applicable law, to the extent such enforcement gives effect to the meaning and intent of the Parties as inferred from all the terms of this Agreement.

11.04 Entire agreement; modification

This License Agreement is the entire agreement between the Parties concerning the licensing of the Programs, and supersedes all oral or written proposals or understandings concerning such licensing. This License Agreement may be modified only pursuant to a writing duly executed by both Parties. Should Licensee elect to issue a purchase order or any similar document for its own internal purposes, any conflict between the terms and conditions of the license purchase order form and this License Agreement shall be controlled by this License Agreement. No purchase order or other document of Licensee or any Licensee Department unilaterally issued or presented shall have the effect of creating a conflict with or a variance of the terms of this License Agreement, or of augmenting the terms of this Agreement, unless agreed in writing by TAXPRO.

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11.05 Actions

In the event of litigation or other dispute proceeding arising out of this License Agreement, the prevailing party shall be entitled to recover, in addition to the relief granted, all costs reasonably incurred, including a reasonable attorneys' fee.

11.06 Governing Law

This License Agreement shall be governed by and enforced in accordance with the laws of the State of Texas. Any disputes between the parties to this Agreement concerning the subject matter of this Agreement shall be submitted for resolution to a competent court of Colorado County, Texas.

11.07 Confidentiality

Each Party shall keep strictly confidential the terms of this Agreement and the proprietary or other confidential information of the other that may be acquired or provided in the course of performance of this Agreement. Each Party shall promptly notify the other in writing of any discovered compromise of such confidentiality. The County shall use utmost care to ensure that no unauthorized copies of or access to software and other intellectual property provided by TAXPRO is obtained, copied or inspected by unauthorized persons.

11.08 No waiver of rights – License Agreement

No term or provision of this License Agreement shall be deemed to be waived and no consent to any breach or default shall be deemed unless such waiver or consent be in writing signed by the Party against which such waiver or consent is asserted; the terms of this License Agreement shall not be deemed to be amended by any such waiver or consent unless in a writing expressly stating such amendment; and any waiver by either Party, whether express or implied, shall not imply a consent or waiver of any term or provision on any other occasion, or any consent to any different breach or default.

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APPROVALS AND EXECUTION OF AGREEMENT

Each person signing below represents that he or she has read this License Agreement in its entirety; understands its terms; is duly authorized to execute this License Agreement on behalf of the Party indicated below by his or her name; and agrees on behalf of such Party that such Party will be bound by those terms.

Executed the dates written below, to be effective as of February 1, 2019 (the "Effective Date").

TAXPRO, LLC.

By: _____
Melissa Boswell
Title: President

Date _____, 2019

COLORADO COUNTY, TEXAS

By: _____
Hon. Ty Prasse
Title: Colorado County Judge

Date 1-28, 2019

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**** Exhibit 1 - Departments and Users ****

**To Non-Exclusive License Agreement Between Colorado County Texas and
TAXPRO**

The Licensee Departments identified in this Exhibit 1 shall be authorized to use the specific Department Program(s) and each such Department shall have an authorized number of "Users" as specified herein.

Licensee can have an unlimited number of "assigned users" identified by a unique user I.D. (to be reported to TAXPRO) and unique password. Monthly fees are based on the number of "assigned users".

Additional Users may be added with the appropriate approval of Colorado County and TAXPRO, and documentation of such through an approved Addendum to this Exhibit 1. Each additional "User" will result in an increased license fee of \$50.00 per month. Additionally, a monthly Disaster Recovery Subscription and Backup Validation Fee is included.

Monthly Fees			
# Users	Module		Total
1	First User	\$120.00 per user	\$120.00
1	Each Additional User	\$50.00	\$50.00
	Total License Fee Per Month		\$170.00
1	Disaster Recovery Subscription & Backup Validation Fee -	\$25.00	\$25.00
	Total Monthly Fees		\$195.00

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Special Services

Licensee may from time to time request that TAXPRO provide Special Services, which are services outside the stated scope of Exhibit 2 but which are related thereto. For custom programming (i.e. any programming or other services not identified in Exhibit 2) or any other Special Service that is requested by Licensee and which TAXPRO agrees to provide, TAXPRO shall provide the Licensee a written estimate of the time and materials, and any other anticipated costs and expenses (such as travel), likely to be required to accomplish the custom programming or other Special Service, based on TAXPRO's current prevailing rate of \$110.00 per hour or the then-prevailing TAXPRO rate. Licensee shall have the option thereafter to have the custom programming or other Special Service performed. Upon the Licensee providing a written authorization to proceed with such custom programming or other Special Service, including Licensee representation that adequate funds are available to pay for such services, TAXPRO shall preform such services.

Expenses

Licensee shall reimburse TAXPRO for reasonable costs and expenses incurred by TAXPRO. Licensee must approve all travel and TAXPRO shall submit to Licensee original receipts.

Software Releases

Each year, TAXPRO holds an annual Customer Advisory Committee meeting. All customers of record are invited and are strongly encouraged to attend. (Attendance is at the client's expense.) Software performance is discussed, new software features and/or enhancements are demonstrated, and clients are asked to identify any improvements, modifications, or enhancements they may desire. Based on the clients' interests and priorities of those in attendance, TAXPRO identifies improvements, modifications and/or enhancements it will seek to make to the TAXPRO Programs over the next year. Such improvements, modifications and/or enhancements will be provided in new software releases at no cost to Licensee. Additionally, any software changes / enhancements mandated by State or Federal agencies shall be provided at no cost to Licensee.

Unless otherwise expressly provided in this Exhibit 1, the monthly fees are due and payable in advance of the first (1st) day of each month by Licensee to TAXPRO at TAXPRO's Nashville, TN office (or at such other place for payment designated in writing by TAXPRO from time to time) by 5:00 p.m. Payment shall be in U.S. Dollars, by check drawn on Licensee's account, wire transfer, or certified check.

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**** Exhibit 2 **
To Non-Exclusive License Agreement**

Term and Scope of Services

Initial Term:

Duration: Five (5) Years
Start Date of Initial Term February 1, 2019
End Date of Initial Term February 1, 2024

Installation, Training and Orientation

TAXPRO agrees to provide training to Licensee utilizing the Services hereunder (including use of TAXPRO's customer request tracking system), when in the opinion of both parties, it will further the intent of this Agreement and facilitate and expedite the provisions of the services. Initial installation of the TAXPRO Programs shall occur after the initial orientation of appropriate Licensee personnel by TAXPRO, at a time and location to be arranged by Licensee and agreed to by TAXPRO. Orientation and training shall be at no additional cost excluding reasonable expenses of TAXPRO as defined in **Exhibit 1**. After initial installation, access and maintenance of the Programs by TAXPRO will be by remote access. Twenty-four-hour support is included in the monthly licensing fee.

Data Backup

TAXPRO shall install, administer, and maintain the Customer's mission critical application files, databases, programs, and system settings as needed to restore operation of critical computerized functions of the Collector as defined by the Data Processing Service Agreement.

Backups shall be performed on a regular basis after close of business each night. File and transaction data are also transmitted interactively throughout the day to an off-site location. Each night these transactions are then transmitted to an out-of-state location. This process is known as "replication." The off-site locations will be accessible with the broadband Internet connection provided by the Colorado County Tax Collector via a secure virtual private network (VPN) setup by TAXPRO in the event of a disaster. The remote servers will be used in the event of a disaster until TAXPRO can acquire a permanent replacement. These services require that TAXPRO have the ability to access the Colorado County Tax Collector's system on a 24/7 basis as needed in order to monitor and maintain the backup process. The Colorado County Tax Collector is responsible for providing broadband Internet access to the location of the server by this agreement.

The data backup validation process consists of backing up the data, verification the backup

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completed, and checking for file and/or server issues. If errors are detected an email will automatically be sent to TAXPRO. Once verified, the backup is transferred to an external flash drive. The flash drives are furnished by the Colorado County Tax Collector's Office and are to be taken off-site by the Colorado County Tax Collector's Office nightly. The flash drives are used to restore a system. Errors or other irregularities will be reported to the Colorado County Collector along with a suggested corrective action.

The replication process is also monitored each night and essential data is validated back to the primary server. These replication services are dependent on a broadband Internet connection provided by the Colorado County Tax Collector's Office. Any irregularities are reported back to TAXPRO for corrective action.

TAXPRO proposes to supply, maintain and administer a facility which can provide a location for the replication servers. This capability is to be maintained at a location selected by TAXPRO. At the time of a major disaster, the Colorado County Tax Collector shall notify TAXPRO of the nature and extent of the loss of computer system functionality. The Colorado County Tax Collector shall securely transmit the most recent available active data and application program backup to TAXPRO as soon as possible and within no more than five (5) working days. TAXPRO shall provide the means by which the Colorado County Tax Collector may resume operation of critical computerized functions of the Colorado County Tax Collector either by providing the secure VPN connection to the replication servers through the County provided broadband Internet or by replacing the damaged server. The means of short term operation anticipated by this agreement is by remote operation utilizing Internet technologies for delivery of program functions. The Colorado County Tax Collector will be able to access their application programs and data for critical operations from any available computer and broadband Internet connection. This location is to be established by the Colorado County Tax Collector's Office and included in their disaster recovery plan which should be furnished to the TAXPRO.

TAXPRO proposes to maintain the capacity to provide quick response consulting, analysis and acquirement of replacement server, data and restoration of operation, processes and functions to the Colorado County Tax Collector following a major disaster.

Provision of Licensee Data Upon Expiration

As provided in section 4.02(b) of the Agreement, upon expiration of this Agreement, TAXPRO will provide Licensee's data to Licensee in an agreed-upon format, at TAXPRO's then-prevailing rates for time and materials and other, including any costs and expenses incurred by TAXPRO for associated travel and per diem expenses. If Licensee agrees to accept data provided in a tab-delimited format, with fields identified, TAXPRO agrees that the fee for providing Licensee's data in that form will be \$3000.00, payable in advance.

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Software Provided Release 11.0

Administrative Menu

Account(s) Set-Up
Close Account
Edit Ledger Entry
Line Item Set-Up
Reverse Reconciliation
Tax Set-Up
Update Year

Bookkeeping Menu

Ledger Entry
Ledger Report
Ledger Summary
Historical Ledger
Tax Collection Entry
Tax Collection Report

Budget Menu

Budget Maintenance
Budget Report

Check Processing Menu

Payout Entry
Assign Payout Accounts
Batch Payout Entry
Payout Balance
Print Checks
Check Register
Reprint Check Attachment
Void Check
Payee Code File

Chart Generator

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6. Proposal from SecureTech Systems, Inc. to service panic/duress alarm system and extend warranty for two years. (Kana)

Motion by Judge Prause to approve proposal from SecureTech Systems, Inc. to service panic/duress alarm system and extend warranty for two years; seconded by Commissioner Gertson; 5 ayes 0 nays; motion carried, it was so ordered.

(See Attachment)

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SecureTech
Systems, Inc.

January 15, 2019

Colorado County Courthouse
Raymie Kana
318 Spring Street, Suite 104
Columbus, TX 78934

Re: SecureTech's Wireless Panic/Duress System

Dear Raymie,

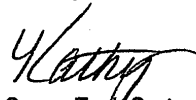
A WAVE wireless panic/duress alarm system from SecureTech us set up in your facility. We hope that you continue to be satisfied with the performance of our equipment.

We are writing to inform you that the 2 year warranty on the WAVE system installed in your facility has expired or will expire soon.

Please find attached a proposal to service the system and extend the warranty for an additional two years. The service includes testing the system and transmitters to ensure that it is still operating properly. We also replace the battery in the main WAVE unit, all transmitters and repeaters, if you have repeaters. If you would like us to provide this service, please sign the proposal and fax or mail it back to us.

Regardless of whether you choose to participate in our extended warranty program, we highly recommend that your system be tested and the battery in the main unit, and in each transmitter be replaced every two years. If your system has repeaters, their batteries should be replaced as well.

Thank you for choosing the WAVE. Please let us know if we can be of any further assistance.



SecureTech Systems, Inc.

Enclosure

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SecureTech Systems, Inc.

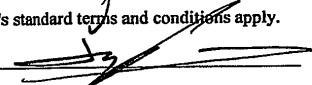
4500 Fuller Drive, Ste 135
 Irving, TX 75038
 817-869-0569 Fax: 817-869-0570

Quote

Date	Quote #
1/14/2019	2651

Name / Address
Colorado County Courthouse Raymie Kana 318 Spring Street, Ste 104 Columbus, TX 78934

Project

Description	Qty	Cost	Total
WAVE wall rechargeable battery 12V 4.5ah	1	30.50	30.50
Push Button Replacement Battery	30	6.00	180.00
Battery for EchoStream Repeater	3	39.25	117.75
Service and test complete system	1	575.00	575.00
2 years warranty extension	1	965.00	965.00
WAVE Plus Serial No: 20160639			
Warranty Expired: 12-21-2018			
SecureTech's standard terms and conditions apply.			
Signature: 			
Date: 1-28-19			
Quote is valid for 90 days		Total	\$1,868.25

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- __7.** Quote from WatchGuard for hardware warranty and evidence library/DVR software maintenance on (18) in-car devices for the Sheriff's Department. (Kana)

Motion by Commissioner Hahn to approve quote from WatchGuard for hardware warranty and evidence library/DVR software maintenance on (18) in-car devices for the Sheriff's Department; seconded by Judge Prause; 5 ayes 0 nays; motion carried, it was so ordered.

(See Attachment)

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415 Century Parkway, Allen, TX 75013
(972) 423-9777 Fax: (972) 423-9778
National Toll-Free 1-800-605-MPEG (6734)
www.watchguardvideo.com

**Hardware Warranty / Evidence
Library / DVR Software
Maintenance Renewal Quote
due on or before 5/1/19**

Quote #: QUO-70001-K8R7 Rev #: 0

Customer	
Colorado County Sheriff's Office	
Attn: Lieutenant Troy Nelsner	
2215 Walnut St, Columbus, TX, 78934	
Telephone Number	Fax Number
979-732-2388	979-732-6431
Email Address	
troy.nelsner@co.colorado.tx.us	

Quote Information		
Quote Valid From:	11/29/2018	To: 5/1/2019
Quote Presented By:	Bart Andrew Kudlicki	
Presenter Contact:	bartk@watchguardvideo.com	
Est. Ship Date Ship Via Payment Terms		
30 days	Will Call	Net 30

#	Part Number	Description	Unit Price	Qty	Ext Price
1	WAR-VIS-CAM-2ND	Warranty, VISTA 2nd Year (Months 13-24)	\$150.00	18	\$2,700.00
2	WAR-4RE-CAR-2ND	Warranty, 4RE, In-Car, 2nd Year (Months 13-24)	\$66.72	18	\$1,200.96
3	SPW-MNT-ELB-1YR	Software Protection, Evidence Library, Addl. 1-Year (per 4RE)	\$63.36	36	\$2,280.96

Comments:

Quote provides costs to extend Hardware Warranty & Evidence Library / DVR Software Maintenance on (18) devices from start date or 5/1/19, prorated through 1/15/20 (8 mos) 5% discount if renewed before 1/1/19

Hardware Warranty

- Complete Hardware Warranty – Factory Repair (not on-site) •Covers Hardware & Components •Covers In-Car Wireless Hardware and Components (excluding server)
- VISTA Warranties are "No Fault" •Allows Any User Immediate Access to Service & Repairs •Advanced Replacement Program – Ships Within 24 Hours*
- Unlimited Phone Support
- Free Remote Technical Support – VPN Access Required
- Component Batteries Included
- VISTA transfer Stations Included •Covers Building Related Wi-Fi Access Points (if purchased from WG) •UPS Shipping / Return Labels Included

Without Warranty; all parts, labor, shipping and other charges will be billed on a case-by-case basis (Repair & downtime costs attached as a comparison tool)

*Only units with an active Warranty will have replacement parts, repair parts or an Advanced Replacement Unit Shipped within 24 Hours, when needed Otherwise, without Warranty Protection the Normal Repair Time backlog is 3-5 Weeks

Evidence Library / DVR Software Maintenance

- Complete EL Software & Firmware Maintenance •Includes All New Upgrades to Evidence Library and (Major Upgrades coming) •Includes All New Updates to VISTA Firmware (Benefits / Features being Developed and Released Perpetually)
- Includes All New Updates to 4RE Firmware (Benefits / Features being Developed and Released Perpetually)
- Evidence Library Server Updates
- Evidence Library Transfer Client Updates

Subtotal	\$6,181.92
Shipping	\$0.00
Taxes	
Total	\$6,181.92

This is a Quote.....to renew and be Invoiced:

- We will bill you with 30 days net but, we do not have "automated invoicing"
- WG requires a written request: REPLY to the email or send an email to bartk@watchguardvideo.com
- You may also sign the quote and fax or email it or send a Purchase Order
- Please refer to this quote #
- Use a credit card (over 6K = 3% convenience fee)

Paying this quote early does not affect the expiration or renewal dates

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
JANUARY 28, 2019**

- ___8. County Clerk's request to add Boys and Girls Club of Champion Valley and Colorado County Senior Citizen Program (WCJC) to the juror reimbursement donation program. (Menke)

Motion by Commissioner Wessels to approve County Clerk's request to add Boys and Girls Club of Champion Valley and Colorado County Senior Citizen Program (WCJC)

to the juror reimbursement donation program; seconded by Commissioner Gertson;

5 ayes 0 nays; motion carried, it was so ordered.

(See Attachment)

**MINUTES OF THE COLORADO COUNTY
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CHAPTER 61. GENERAL PROVISIONS :: Texas Government Code :: 2005 Texas Cod... Page 4 of 5

(e) This section does not apply to a civil case transferred by an order of the court based on a motion objecting to improper venue in the case under Rule 86, Texas Rules of Civil Procedure.

Acts 1985, 69th Leg., ch. 480, § 1, eff. Sept. 1, 1985.

§ 61.003. DONATION OF REIMBURSEMENT. (a) Each prospective juror reporting for jury service shall be personally provided a form letter that when signed by the prospective juror directs the county treasurer to donate all of the prospective juror's reimbursement for jury service to:

(1) the compensation to victims of crime fund under Subchapter B, Chapter 56, Code of Criminal Procedure;

(2) the child welfare board of the county appointed under Section 264.005, Family Code;

(3) any program selected by the commissioners court that is operated by a public or private nonprofit organization and that provides shelter and services to victims of family violence; or

(4) any other program approved by the commissioners court of the county.

(b) The county treasurer or a designated county employee shall collect each form letter directing the county treasurer to donate a prospective juror's reimbursement for jury service.

(c) The county treasurer shall:

(1) send all donations made under Subsection (a)(1) to the comptroller, at the time and in the manner prescribed by the attorney general, for deposit to the credit of the compensation to victims of crime fund;

(2) deposit donations made to the county child welfare board under Subsection (a)(2) in a fund established by the county to be used by the child welfare board in a manner authorized by the commissioners court of the county; and

(3) send all donations made under Subsection (a)(3) or (a)(4) directly to the program specified on the form letter signed by the prospective juror.

(d) Notwithstanding this section, a juror reimbursement donation program established before January 1, 1995, may solicit juror donations and provide all funds collected in the name of that program to the charities served by that program on January 1, 1995.

Added by Acts 1995, 74th Leg., ch. 329, § 1, eff. Sept. 1, 1995.

Amended by Acts 1997, 75th Leg., ch. 875, § 1, eff. Sept. 1, 1997; Acts 1997, 75th Leg., ch. 1313, § 1, eff. Sept. 1, 1997; Acts 1997, 75th Leg., ch. 1423, § 8.01, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 41, § 1, eff. Sept. 1, 1999.

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
JANUARY 28, 2019**

Sharon Marsalia

From: Kimberly Menke
Sent: Friday, January 18, 2019 10:04 AM
To: Sharon Marsalia
Subject: Agenda item for 2/11/19
Attachments: Untitled.PDF

Good morning Sharon,

Please add request to add Boy and Girls Club of Champion Valley and Colorado County Senior Citizen Program (WCJC).

Thank you,

Kimberly Menke, County Clerk/Local Registrar

Colorado County Clerk's Office
318 Spring Street, Suite 103
Columbus, TX 78934
(979) 732-2155 Ext. 260
kimberly.menke@co.colorado.tx.us

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
JANUARY 28, 2019**

- __9.** Safety Resolution to implement an effective Accident Prevention Plan in agreement with the Texas Association of Counties. (Kana)

Motion by Commissioner Wessels to approve Safety Resolution to implement an effective Accident Prevention Plan in agreement with the Texas Association of Counties;

seconded by Commissioner Kubesch; 5 ayes 0 nays; motion carried, it was so ordered.

(See Attachment)

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
JANUARY 28, 2019**

SAFETY RESOLUTION

The Commissioners Court of Colorado County Texas, meeting in regular session on the 28th day of January, 2019, among other proceedings considered the following resolution:

WHEREAS, the county judge, county sheriff, county commissioners and other county officials are concerned with the safety of employees and the public; and

WHEREAS, these safety efforts have a direct and positive impact on the cost of operations and employee morale for Colorado County; and

WHEREAS, implementation of this plan should minimize unnecessary accidents and control workers' compensation costs for the future; and

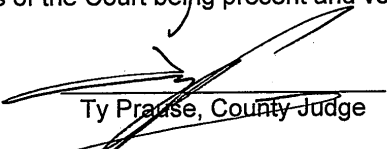
WHEREAS, the county can utilize the free services of the safety staff of the Texas Association of Counties to assist in the implementation of such a plan.

NOW, THEREFORE, BE IT RESOLVED that the Colorado County Commissioners Court, Colorado County, Texas, in joint resolution with the other undersigned County Officials, hereby proclaim their support on behalf of the County to implement an effective accident prevention plan in agreement with the Texas Association of Counties, and the Commissioners' Court hereby prevails upon and challenges other elected and appointed county officials to support this safety initiative, and work in a cooperative effort to develop and implement these accident prevention plans.

DONE IN OPEN COURT, this 28th day of January, 2019 upon motion by

Commissioner Wessels, seconded by Commissioner Kubesch, and

5 members of the Court being present and voting "aye".


Ty Prause, County Judge



Doug Wessels, Commissioner, Pct #1


Darrell Kubesch, Commissioner, Pct #2

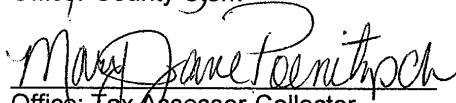

Tommy Hahn, Commissioner, Pct #3

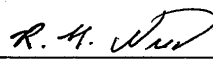

Darrell Gertson, Commissioner, Pct #4

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
JANUARY 28, 2019


Office: County Clerk



Office: District Clerk



Office: Tax Assessor-Collector

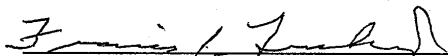

Office: Sheriff

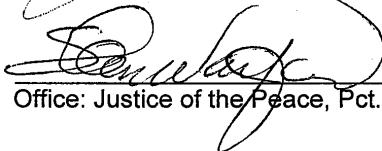

Office: County Treasurer


Office: County Attorney


Office: Justice of the Peace, Pct. 1

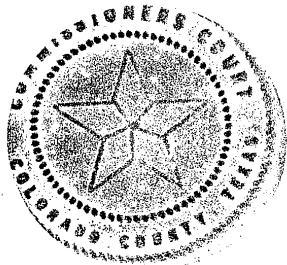

Office: Justice of the Peace, Pct. 2


Office: Justice of the Peace, Pct. 3


Office: Justice of the Peace, Pct. 4

ATTEST:


Kimberly Menke, County Clerk



**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
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**ACCIDENT PREVENTION PLAN
*COLORADO COUNTY, TEXAS***

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
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**MINUTES OF THE COLORADO COUNTY
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MANAGEMENT COMPONENT

Safety Policy Statement

Colorado County is committed to providing a safe and healthful work environment for all our employees and others that may work, visit, or enter our facilities. The objective of our Accident Prevention Program is to prevent accidents and minimize their consequences, and to reduce the frequency and severity of injuries.

It is our policy to manage and conduct operations and business in a manner that offers maximum protection to all employees and any other person that may be affected by our operations and business.

It is our absolute conviction that we have the responsibility for providing a safe and healthful work environment for our people and all others that may be affected as we conduct our business. We will make every effort to provide a working environment that is free from any recognized or potential hazard.

We recognize that the success of our safety and health program is contingent and dependent upon support from the Commissioners' Court, management, and supervisors, as well as all employees of the county.

The Loss Control Committee will establish avenues to solicit and receive comments, information, and assistance from employees about safety and health. If you have any questions or concerns about employee safety and health, please contact Joyce Guthmann, Loss Control Coordinator.

MINUTES OF THE COLORADO COUNTY
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MANAGEMENT COMPONENT CONTINUED

Loss Control Committee Members

- | | | |
|-----|---------------------------------|--------------------------------|
| 1. | <u>Michael Furrh</u>
Name | <u>EMS</u>
Dept. |
| 2. | <u>Sharon Marsalia</u>
Name | <u>County Judge</u>
Dept. |
| 3. | <u>Josh Guthmann</u>
Name | <u>Maintenance</u>
Dept. |
| 4. | <u>Kim Menke</u>
Name | <u>County Clerk</u>
Dept. |
| 5. | <u>Cheri Tello</u>
Name | <u>County Auditor</u>
Dept. |
| 6. | <u>Tommy Richter</u>
Name | <u>Jail</u>
Dept. |
| 7. | <u>Jeff Argo</u>
Name | <u>Sheriff</u>
Dept. |
| 8. | <u>Vance Brown</u>
Name | <u>Precinct #1</u>
Dept. |
| 9. | <u>David Vornsand</u>
Name | <u>Precinct #2</u>
Dept. |
| 10. | <u>Keith Neuendorff</u>
Name | <u>Precinct #3</u>
Dept. |
| 9. | <u>Ramon Molina</u>
Name | <u>Precinct #4</u>
Dept. |

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
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MANAGEMENT COMPONENT CONTINUED

Authority and Accountability Statement

The Loss Control Coordinator, Joyce Guthmann, is responsible and will be held accountable for coordinating and administering the County Accident Prevention Plan. Some of the assigned duties include: directing the development of loss control policies and procedures, performing inspections, establishing and directing the county's safety training efforts, assisting with accident investigations, acting as liaison between Commissioners' Court, other elected officials, and the Loss Control Committee, establishing safety goals and objectives, and generally directing safety and accident prevention activities

The responsibility for loss prevention administration is delegated to the departmental safety committee members, acting in an advisory capacity to department managers and supervisors within the county. Some of the assigned duties include: participating in Loss Control Committee meetings, assisting with development of safety policies, conducting or assisting with accident investigations, evaluating and recommending corrective actions to prevent accidents and injuries, assisting with establishing safety goals and objectives, and conducting departmental safety inspections. The department head with the assistance of the safety committee members are responsible and will be held accountable to ensure that all employees in their department follow all safety and health policies, procedures, and rules established by the county. They are also responsible for administering training and guidance to employees in their departments.

The immediate supervisor of the employee has the authority to reprimand and recommend disciplinary actions against employees that violate the safety and health policies of the county.

Employees are responsible and will be held accountable for providing the county with a commitment to the safety and health program, abiding by the policies, procedures, rules set forth by the program, and becoming actively involved in the program to assist in providing a safe and healthful workplace for all involved.

**MINUTES OF THE COLORADO COUNTY
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RECORDKEEPING COMPONENT

Records and Documentation Statement

Colorado County believes that the only valid means of reviewing and identifying trends and deficiencies in a safety program is through an effective recordkeeping program. The recordkeeping element will be essential in tracking the performance of duties and responsibilities under the program. The county will implement and maintain an active, up to date recordkeeping program.

Injury and Illness Data

The Loss Control Coordinator will maintain records of all work-related injuries and illnesses to employees. Copies of the records will be sent to the county's Loss Control Coordinator's office.

The following records apply only to work related injuries and illnesses.

Applicable forms or records:

- Employee injury report (if applicable)
- TX Workers' Compensation Commission form TWCC-1, Employer's First Report of Injury
- Accident log
- List any additional forms that may apply to this section.

Safety and Health Surveys and Inspections Program

The Loss Control Coordinator will maintain and review records of all safety audits and inspections that are conducted within their respective areas.

Applicable forms and records:

- Comprehensive safety survey reports as well as records to document action taken to correct identified deficiencies
- Monthly precinct barn inspections
- Monthly office inspections
- Monthly jail inspection

All inspection information will be retained in the department where the information originally generated. The retaining period will be according to the recordkeeping plan.

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
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RECORDKEEPING COMPONENT CONTINUED
--

Safety and Related Meetings

The Loss Control Coordinator will maintain accurate records of all proceedings associated with the safety and health program of this county.

Applicable forms and records:

- Agendas, minutes, records, and data, including training information used during safety meetings or other gatherings in which safety and health issues were discussed.
- These records will include the name of the recorder, date, a list of attendees, details of the topics discussed, and action or corrective measures suggested, recommended, or implemented.
- Employee injury report
- First report of injury
- Accident investigation forms
- Witness reports
- Supporting data including photographs, sketches, maps, etc.
- Plan of corrective action and records of corrective action or preventative measures implemented

The Loss Control Coordinator will keep a record of all proceedings, as well as appropriate management or other designated staff actions affecting the safety and health program.

A recorder will be designated as responsible for keeping minutes or records at each meeting. During each subsequent meeting, the record of minutes for the previous meeting will be reviewed, discussed, and resolved.

Training Records

The Loss Control Coordinator will document and maintain records of all safety and health-related training.

Applicable forms or records:

- Sign in sheets
- Copies of materials distributed during the training session

All safety and health related training provided to employees of this county will be documented. This documentation will be maintained as proof of attendance and reviewed to assist in determining the need for additional or repeated training for employees on an individual basis.

Records and documentation of training will include: the presenter's name, date of training, topic or subject, printed name and signature of all participants.

The person providing the training is responsible for generating the documentation. The training record will become part of the employees' permanent training file.

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
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RECORDKEEPING COMPONENT CONTINUED
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Accident Investigation

All accidents and near miss incidents resulting in injury or illness to a person, property damage of any magnitude, or the potential for either, will be investigated and documented.

The loss control coordinator will ensure proper records and documentation of all accident and incident investigation activities are maintained and reviewed according to the Accident Investigation Component.

Equipment Inspection and Maintenance

The loss control coordinator will maintain records and data pertaining to equipment inspection and maintenance programs performed at or with each facility.

Applicable forms and records:

- Daily vehicle inspections
- 3000 mile car, patrol car, and pick up truck inspections
- 250 hours heavy equipment inspections

Accurate records will be maintained involving all routine inspections and maintenance procedures performed on equipment for the county. This documentation will be reviewed by those responsible for maintaining equipment. The documentation will be utilized to determine an effective, ongoing equipment maintenance program and to ensure compliance with regulations that require inspections on certain equipment.

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
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ANALYSIS COMPONENT

Trend Analysis

The loss control committee of Colorado County will review and analyze all records and documentation pertaining to the safety and health program. This review will be conducted on a quarterly basis. The analysis will focus on hazard analysis and recognition of developing trends.

Trend analysis will identify recurring accidents and near miss incidents resulting in or potentially involving injury, illness, and/or property damage. The analysis will also recognize repeatedly identified hazards/violations needing corrective action to establish which program component is failing; therefore, allowing the hazard to exist.

The loss control committee will provide information and recommendations for corrective measures for trends developing in their areas. Information regarding recommendations will be part of the regular safety meetings.

Employees will be made aware of developing trends and hazard exposures as they are recognized.

Corrective measures will be implemented by the loss control coordinator at each location until cause factors have been eliminated or controlled.

All Immediate supervisors will provide analysis information of their respective departments to the loss control coordinator for the development of the quarterly analysis report for Commissioners' Court.

The Loss Control Coordinator maintaining the accident log will utilize all injury and illness documentation. The log will be utilized to prepare the quarterly report to Commissioners' Court.

**MINUTES OF THE COLORADO COUNTY
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EDUCATION & TRAINING COMPONENT

Training Program Development

Colorado County is committed to providing safety and health related orientation and training to all employees. Colorado County will develop, implement, and maintain a safety and health orientation and training program.

The purpose of the training element is to educate and familiarize employees with safety and health procedures, rules, and work practices of the county. The county will require involvement and participation of all department heads, supervisors, and employees. Furthermore, the county will support the orientation and training program by allocating funding, staff, resources, and time to develop and implement this element of the program.

Ongoing Training

The training subjects, materials and the training schedule will be developed utilizing site specific, potential hazards, accident and incident information data, and safety training analysis.

All employees will receive monthly safety training. The date and topic of the training will be posted as part of the training schedule. The county should include the training schedule as part of the Accident Prevention Plan.

All employees assigned to attend a training session must demonstrate competency and retention of the minimal acceptable information prior to returning to any job assignment

Orientation

The orientation training will be administered to all new employees prior to the initial work assignment and to employees assigned to new or different jobs.

The orientation will consist of discussion of all county required and departmental policies. As well as job and site specific safety and health information. The orientation topics will be listed on the suggested safety orientation checklist. All new employees will be given a tour of the facility and an opportunity to pose questions to expedite the familiarization process. New employees will not be released to an individual job assignment until it has been determined by the loss control coordinator that the employee has met the minimum safety requirements.

The orientation and subsequent training sessions will include, but not be limited to, the following:

- Hazards associated with the work area
- Hazards of the job or task assignment
- Emergency procedures
- Personal protective equipment
- Hazard Communication (hazardous chemicals and materials)
- Specific equipment operation training
- Employee reporting requirements
- Accident investigation (supervisors and other designated personnel)

**MINUTES OF THE COLORADO COUNTY
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EDUCATION & TRAINING COMPONENT CONTINUED

Documentation

All safety and health related training administered or provided by the county will be documented with the following minimum information:

- Date of training session
- Instructor or Presenter
- Subject matter
- Legible name of attendee(s)
- Signature of acknowledgement of attendance

All training records and documentation will be retained within the department where they were generated. Individual training records will be maintained for the current year, plus five more years.

**MINUTES OF THE COLORADO COUNTY
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HAZARD IDENTIFICATION COMPONENT

Colorado County has implemented a program to identify, correct, and control hazards on an ongoing basis. This program will utilize multiple resources to ensure effectiveness, some of which are mandatory under this plan, and some resources will be a method to capture and report employee concerns regarding safety issues.

Comprehensive Surveys

The county has arranged for each operating location to receive a comprehensive safety and health audit by a safety specialist from TAC, at least on an annual basis. These audits will identify existing and potential hazards, non-compliance issues and to evaluate the overall effectiveness of the Accident Prevention Plan.

Safety and Health Self-Inspections

The immediate supervisors at each location will conduct self-inspection that will cover the entire department and equipment. Some inspections will be conducted weekly, or monthly. All inspections will be conducted on an ongoing basis without interruption. Management will allocate adequate time and resources to perform the surveys.

Each location will develop and maintain inspection checklist(s) specific to the operation. The list will be developed utilizing a general inspection checklist and will be evaluated and updated with hazards that are identified during the inspections and other pertinent data as it is acquired.

Checklists will be developed as part of the periodic self-inspection process. Checklists will be used and maintained and include the name of the person performing the evaluation and the date the inspection takes place. Management upon completion will review the self-inspection checklist. All discrepancies identified during the survey will be evaluated as soon as possible.

Employees must be notified of the hazards that pose an immediate threat of physical harm or property damage, immediately after the discovery of the condition, as well as of the measures or steps required to eliminate, correct, or control the hazard.

Monthly Safety and Health Property Inspections will include, but not be limited to, the following:

- Comprehensive survey reports and records of action taken to correct deficiencies
- Monthly precinct barn inspections
- Monthly office inspections
- Jail Inspections

Safety and Health Equipment Inspections will include, but not be limited to, the following:

- Daily vehicle inspections
- 3000 mile car, patrol car and pick up truck inspections
- 250 hours heavy equipment inspections

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
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HAZARD IDENTIFICATION COMPONENT CONTINUED

Management will review the inspection checklists and any other established documentation to ensure that a course of corrective action and timeline has been established for eliminating each deficiency.

Reports generated, as a result of comprehensive surveys by TAC or other state agencies, will receive immediate attention and consideration. All hazards identified and the recommendations will be acted upon in a timely manner. All methods of addressing the issues contained in the reports will be documented in writing and a copy maintained with the survey report.

Employee Reports of Hazards

Management will develop a method for employees to report dangerous conditions or unsafe work practices that are in need of correction. These reports should normally go through the supervisor and chain of command, however, an alternate reporting method will be made available to employees. Alternative methods would be reporting such items to the Safety Committee, any safety officers or coordinators designated in the County, and/or other authorities.

Job Safety Analysis

For processes where there are safety concerns, and the County or employees are seeking appropriate safe work practices, a Job Safety Analysis should be completed and should include employees who are involved in that task to assist in the development of safe work practices.

Employee Feedback at Safety Training

Management will make note of employee safety concerns voiced at safety meetings or training sessions and take appropriate corrective action to resolve the condition, if possible. A record of these concerns should be kept for review by management, the safety committee or other authorities.

Employee Feedback through Safety Committee Members

Employees are encouraged to voice concerns and contribute workable solutions to safety issues to their representatives on the safety committee as well as with their supervisors. The County seeks an open exchange of ideas toward making the County a safer place to work. The Safety committee should use due care in handling of these concerns and forward recommendations to County management if needed.

**MINUTES OF THE COLORADO COUNTY
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ACCIDENT INVESTIGATION COMPONENT

Management is committed to and will correct or control all hazards identified through the accident investigation or the hazard identification programs. All identified hazards will receive a timely response.

Hazard Correction

Whenever possible and feasible, hazards identified in each department will be corrected in order to eliminate the cause of the hazard at the source. This will include, but not be limited to, the following:

- Discontinuation or removal of hazardous chemicals, materials, or substances from the workplace;
- Discontinuation of use or removal of hazardous equipment until replaced or repaired; and
- Correction of any unsafe act or conditions in existence, by service or training.

Hazard Control

When identified hazards cannot be eliminated, the hazard will be effectively controlled by engineering, administrative procedures, work practices, personal protective equipment, or any suitable combination of these measures.

- Engineering Controls
- Administrative procedures
- Personal protective equipment

Accident Reporting and Investigation

The loss control coordinator will investigate all work-related accidents and near miss incidents involving employees or company property to develop preventive measures and implement corrective actions.

All items on the designated accident investigation form will be addressed in detail as soon as possible following the accident/incident. The information acquired will be used and reviewed by management, supervisors, and effected employees to establish all contributing factors and causes.

All county employees must follow the accident investigation policy.

Employee Reporting

All county employees are required to report all accidents or incidents that occurred in the scope of their employment. All accidents and incidents must be reported to the department manager, foreman, or supervisor immediately; but no less than 24 hours. An employee injury report or TWCC-1 must be file by the supervisor and provided to the loss control coordinator within 24 hours, but no later than 3 days after knowledge of the accident or incident.

**MINUTES OF THE COLORADO COUNTY
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ACCIDENT INVESTIGATION COMPONENT CONTINUED

Phone contact by the injured employee is encouraged, if possible, to facilitate a quick investigation before the surrounding conditions change. Telephone number to report incidents is 979-732-2865. Once notified, the immediate supervisor will begin the investigation.

Investigation Timeline

It is responsibility of the respective supervisor/manager/foreman to begin gathering evidence, e.g. photos, statements, etc. The severity of the accident should dictate the extent of the investigation. In some cases it may be necessary for the supervisor/foreman to investigate and report accidents or incidents where no injuries or other losses occurred.

The investigation will be conducted immediately, but no later than 3 working days after knowledge of the incident. The investigation will be recorded on the Loss Control Coordinator's accident investigation report by the department supervisor. Immediately upon completion (no later than 5 days after knowledge of the incident), the report will be sent to the department head and, if applicable, copies of the final report should be forwarded to the Loss Control Coordinator.

Department Responsibility

The department head will review the investigation report and evaluate the contributing factors of the accident outlined in the report. The manager should take into consideration the causes of the accident and immediately evaluate his/her work area for similar problems. The manager/foreman will take immediate action to either eliminate or control the identified problems. Notification of corrections, as well as problems that cannot be corrected immediately, will be sent to the department head and Risk Manager, if applicable.

Action by Commissioners' Court

The Commissioners' Court will provide funding as needed to correct these hazards in an appropriate manner. The Commissioners' Court, with the assistance of the supervisor, will develop a timeline for correction by the department manager/foreman. The manager/foreman must post notice of the hazard or problem and take appropriate interim measures to prevent accidents from recurring.

Employer Reporting

The Loss Control Coordinator will report the following accidents to local, state, and federal agencies as required:

- Texas Workers' Compensation Commission - fatalities and accidents involving five (5) or more injuries will be reported within 24 hours

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
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ACCIDENT INVESTIGATION COMPONENT CONTINUED

Lost workday cases other than fatalities:

- Covered employers report to the Texas Workers' Compensation Commission using form TWCC-1, Employer's First Report of Injury
- Non fatal cases without lost workdays which result in transfer to another employment, require medical treatment other than first aid, involve loss of consciousness, or restriction of work motion. This category also includes any diagnosed occupational illnesses which are reported to the employer but are not classified as fatalities or lost workday cases
- Bloodborne pathogen exposure within 24 hours to the Texas Department of Health.

Documentation

All activities and findings of the investigators will be documented and recorded for review.

Accident investigation documentation will record, as a minimum, the following information.

- | | |
|---|---|
| <ul style="list-style-type: none">• Date and time of occurrence• Location of the occurrence• Name of person(s) conducting the investigation• Job assignment or duties being performed at time of incident• Details of how the accident occurred• Description of any equipment affected or involved• Names and comments of witnesses
• Indirect, underlying, or contributing factors (including fault or failure in safety and health program elements) | <ul style="list-style-type: none">• Name of person(s) involved, job title, area assigned date of birth, sex• Nature and severity of injury or illness• Name of immediate supervisor of employee• Special circumstances or encumbrances
• Injury, part of body affected• Direct cause
• Corrective action implemented or preventive measures taken (including safety and health program adjustments) |
|---|---|

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
JANUARY 28, 2019**

PROGRAM REVIEW & REVISION COMPONENT

Periodic Review and Revision of Program Components

Colorado County Commissioners' Court will review, at least annually, and revise the components of the Accident Prevention Plan for effectiveness and implementation.

The components of the Accident Prevention Plan will be reviewed in **January each year** to identify insufficiencies or component failure. Each component will be audited individually with the findings documented and recorded. This documentation will be used to identify trends in the program element deficiency and to track improvement modifications. This documentation will be maintained for review. Corrective measures will be taken as needed to reemphasize or restructure the Accident Prevention Plan to perform at the optimum effectiveness.

Special attention will be devoted to areas and criteria that demonstrate failure in a program component, introduction of new procedures, processes, or equipment.

Information will be solicited from area supervisors and employees to determine the effectiveness of each program component, and assistance in developing adjustments and corrections.

On a quarterly basis, until the completion of the final audit, the loss control coordinator will be responsible for developing an Accident Prevention Plan Implementation status report. The report will be provided to Commissioners' Court on the last regularly scheduled Commissioners' Court meeting of each quarter, with copy of the report to be sent to a TAC Safety Specialist, via fax or e-mail. The purpose of this is to recognize the departments who are performing well and to encourage poor performers to improve.

**MINUTES OF THE COLORADO COUNTY
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- _10. Renew membership with Texas Association of Counties and payment of dues in the amount of \$1,090.00 (1/1/19-12/31/19).

Motion by Commissioner Hahn to approve to renew membership with Texas Association of Counties and payment of dues in the amount of \$1,090.00 (1/1/19-12/31/19); seconded by Commissioner Gertson; 5 ayes 0 nays; motion carried, it was so ordered.

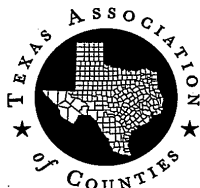
(See Attachment)

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

JANUARY 28, 2019

January 16, 2019

Colorado County
Honorable Ty Prause
PO Box 236
Columbus, TX 78934-0236



Dear Judge Prause,

Payment of the enclosed invoice for your county's membership in the Texas Association of Counties (TAC) entitles your officials and staff to receive a wealth of services and resources, including:

- Toll-free TAC Helpline at 888-ASK-TAC4 or (888) 275-8224, anytime during business hours, for help with legal and other issues related to county operations;
- High-quality training and continuing education for county officials and staff;
- County official listservs that facilitate communication, collaboration and networking;
- Communications on county news, issues and best practices online and in *County* magazine;
- Regular legislative updates via *County Issues* e-newsletter and timely alerts during session;
- Website resources, including county-specific data, publications and legislative issue briefs;
- County government legal handbooks, updated and mailed to county officials every two years;
- Respected representation at both the state and federal levels of government;
- Access to cost-effective, comprehensive risk management services and health and benefits services targeted to the unique needs of counties;
- Toll-free Judicial Hotline at 844-CoJudge or (844) 265-8343;
- Access to cost-effective email and website hosting services;
- The association management services listed in Attachment 1, for all county official associations;
- A forum to identify and resolve county issues, particularly those that require cooperation among various elected officials; and
- The County Elections Database with timely access to county election results across the state.

The common thread in these services is that they are efforts to help you *make county government better* for the residents and taxpayers of Texas. Since its creation 50 years ago, TAC has worked to bring county officials together under one tent to seek collaborative answers to common problems. That effort supports the organization's overall purpose: To serve counties.

Your support enables us to represent all Texas counties. The attached invoice reflects your county's dues. Please note that the amount has not changed from last year.

If you have questions about TAC's services, do not hesitate to contact me at (800) 456-5974. If you have an invoice question, please call Courtney Gibb, TAC Accounting Department, at the same number.

Sincerely,

A handwritten signature in cursive script that reads "Susan M. Redford".

Susan M. Redford
Executive Director

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
JANUARY 28, 2019



Texas Association of Counties

Phone: (800) 456-5974

Fax: (512) 477-1324

INVOICE

231554/450

January 01, 2019

Invoice # 57780

To: Hon. Ty Prause
Judge
Colorado County
PO Box 236
Columbus, TX 78934-0236

DESCRIPTION	AMOUNT
Annual County Membership Dues	1,090.00
Total Due	1,090.00

This invoice is for your county's membership to the Texas Association of Counties effective 1/1/19 thru 12/31/19. Your support is greatly appreciated and enables us to represent all Texas Counties.

PLEASE REMIT WITH PAYMENT
Make checks payable to TAC

231554/450
Hon. Ty Prause
Colorado County

Statement Date: 01/01/2019

Invoice # 57780

Amount Due: 1,090.00

Texas Association of Counties
Attn: Membership Services
P. O. Box 2711
San Antonio, TX 78299

010900070231554002855877C0L0

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
JANUARY 28, 2019**

- _11. Review, amend, or adopt January 23, 2017 Guidelines and Criteria for Granting Tax Abatements in Colorado County.

**Motion by Commissioner Gertson to approve to adopt January 23, 2017 Guidelines and Criteria for Granting Tax Abatements in Colorado County for a (2) year period;
seconded by Commissioner Hahn; 5 ayes 0 nays; motion carried, it was so ordered.
(See Attachment)**

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
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**AMENDED AND RESTATED GUIDELINES AND CRITERIA FOR
GRANTING TAX ABATEMENTS IN COLORADO COUNTY, TEXAS**

WHEREAS, the creation and retention of job opportunities that bring new wealth is one of the highest civil priorities; and,

WHEREAS, new jobs and investments will benefit the area economy, provide needed opportunities, strengthen the real estate market and generate tax revenue to support local services; and,

WHEREAS, Colorado County must compete with other localities across the nation currently offering tax inducements to attract new and modernization projects; and,

WHEREAS, any tax incentives offered in Colorado County would reduce needed tax revenue unless these tax incentives are strictly limited in application to those new and existing industries that bring new wealth to the community; and,

WHEREAS, the abatement of property taxes, when offered to attract primary jobs or investments in industries that bring in money from outside a community instead of merely recirculating dollars within a community, has been shown to be an effective method of enhancing and diversifying an area's economy; and,

WHEREAS, Texas law requires any eligible taxing jurisdiction to establish guidelines and criteria as to eligibility for tax abatement agreements prior to the granting of any future tax abatement, which guidelines and criteria are to remain unchanged for a two-year period unless amended by minimum votes, as provided by said state law; and,

WHEREAS, these guidelines and criteria shall not be construed as implying or suggesting that the County of Colorado, or any other taxing jurisdiction is under any obligations to provide tax abatement or other incentives to any applicant, and all applicants shall be considered on a case-by-case basis; and,

WHEREAS, these guidelines and criteria are approved for circulation to all affected taxing jurisdictions for consideration as a common policy for all jurisdictions that choose to participate in tax abatement agreements; and,

WHEREAS, Commissioners Court of Colorado County, Texas previously approved and authorized Guidelines and Criteria for granting Tax Abatement in Colorado County, Texas dated

**MINUTES OF THE COLORADO COUNTY
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October 27, 2014 ("Prior Guidelines") and now desires to amend and restate the Prior Guidelines in their entirety as of the date of the newly approved and authorized amended and restated guidelines and criteria herein; and,

WHEREAS, the Commissioners Court of Colorado County, Texas has approved and authorized these amended and restated guidelines and criteria; and,

NOW, THEREFORE BE IT RESOLVED THAT said guidelines and criteria are as follows:

Section 1 – DEFINITIONS.

- (a) **"Abatement"** means the full or partial exemption from ad valorem taxes of certain eligible property in a Reinvestment Zone designated by Colorado County, Texas (sometimes referred to herein as "Colorado County" or the "County") to promote economic development.
- (b) **"Aquaculture/Agriculture Facility"** means buildings, structures and major earth structure improvements, including fixed machinery and equipment, the primary purpose of which is the hatching, incubation, nursing, maturing and/or processing to marketable size aquatic culture in commercially marketable quantities or the processing, refining, packaging, and distribution of food and/or fiber products in commercially marketable quantities.
- (c) **"Affected jurisdiction"** means Colorado County, Texas and any other tax jurisdiction with any substantial parts of its area located in Colorado County; and, that levies ad valorem taxes upon and/or provides services to property located and specified in Colorado County, Texas; and that chooses to participate in tax abatement agreements by or pursuant to these guidelines.
- (d) **"Agreement"** means a contractual agreement between a property owner or lessee, or both, and an affected jurisdiction for the purpose of tax abatement.
- (e) **"Base Year Value"** means the assessed value of eligible property on January 1, preceding the execution of the agreement plus the agreed upon value of eligible property improvements made after January 1, but before the execution of the agreement.
- (f) **"Deferred maintenance"** means improvements necessary for continued operations which do not improve productivity or alter the process technology.
- (g) **"Distribution Center Facility"** means buildings and structures, including machinery and equipment, used or to be used primarily to receive, store, service or distribute goods or materials owned by the facility, from which a majority of revenues generated by activity at the facility are derived from outside of Colorado County.

**MINUTES OF THE COLORADO COUNTY
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(h) **"Expansion"** means the addition of buildings, structures, machinery or equipment for purposes of increasing production capacity.

(i) **"Facility"** means property improvements completed or in the process of construction which together comprise an integral whole.

(j) **"Manufacturing Facility"** means buildings and structures, including machinery and equipment, the primary purpose of which is or will be the manufacture of tangible goods or materials or the processing of such goods or materials by physical or chemical change.

(k) **"Modernization"** means the upgrading and/or replacement of existing facilities which increases the productive input or output, updates the technology or substantially lowers the unit cost of the operation. Modernization may result from the construction, alteration or installation of buildings, structures, fixed machinery or equipment. It shall not be for the purpose of reconditioning, refurbishing or repairing.

(l) **"Electric Power Generation Facility"** means buildings or structures, including fixed machinery and equipment, used or to be used primarily in the generation or transmission of electricity.

(m) **"New Facility"** means a property previously undeveloped which is placed into service by means other than or in conjunction with expansion or modernization.

(n) **"Office Building"** means a new office building.

(o) **"Other Basic Industry"** means buildings and structures including fixed machinery and equipment not elsewhere described, used or to be used for the production of products or services which serve a market primarily outside the County and result in the creation of new permanent jobs and create new wealth in the county.

(p) **"Productive Life"** means the number of years a property improvement is expected to be in service in a facility.

(q) **"Regional Entertainment/Tourism Facility"** means buildings and structures, including fixed machinery and equipment, used or to be used to provide entertainment and/or tourism related services, from which a majority of revenues generated by activity at the facility are derived from outside Colorado County.

(r) **"Research Facility"** means buildings and structures, including machinery and equipment, used or to be used primarily for research or experimentation to improve or develop new tangible goods or materials or to improve or develop the production processes thereto.

**MINUTES OF THE COLORADO COUNTY
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(s) **"Regional Service Facility"** means buildings and structures, including fixed machinery and equipment, used or to be used to provide a service, from which a majority of revenues generated by activity at the facility are derived from outside Colorado County.

(t) **"Reinvestment Zone"** means Real Property designation as a Reinvestment Zone under the provisions of the Texas Tax Code, including any related, successor or amended tax statutes or rules.

(u) **"Tangible Personal Property"** means any Personal Property not otherwise defined herein and which is necessary for the proper operation of any type of Facility.

Section 2 – ABATEMENT AUTHORIZED.

(a) **Authorized Facility.** A facility may be eligible for abatement if it is an Aquaculture/Agriculture Facility, a Distribution Center Facility, an Electric Power Generation Facility, a Manufacturing Facility, an office building, a Regional Entertainment/Tourism Facility, a Research Facility, a Regional Service Facility, a hotel/motel, Other Basic Industry.

(b) **Creation of New Value.** Abatement may only be granted for the additional value of eligible property improvements made subsequent to and specified in an abatement agreement between the County and the property owner, lessee or lessor, subject to such limitations as the guidelines and criteria may require.

(c) **New and Existing Facilities.** Abatement may be granted for new facilities and improvements to existing facilities for purposes of modernization or expansion.

(d) **Eligible Property.** Abatement may be extended to the value of buildings, structures, fixed machinery and equipment, site improvements, plus that office space and related fixed improvements necessary to the operation and administration of the facility.

(e) **Ineligible Property.** The following types of property shall be fully taxable and ineligible for abatement: land, inventories, supplies, tools, vehicles, vessels, aircraft, housing or residential property, deferred maintenance investments, property owned or used by the State of Texas or its political subdivisions or by any organization owned, operated or directed by a political subdivision of the State of Texas.

(f) **Owned/Leased Facility.** If a leased facility is granted abatement, the agreement shall be executed with the lessor or lessee.

(g) **Value and Term of Abatement.** Abatement shall be granted effective with the January 1 valuation date immediately following the date of execution of the agreement or commence upon receipt of a Certificate of Occupancy, Substantial Completion or Commercial Operation Date as outlined in the agreement. The value of new eligible properties shall be abated according to one of the following two tables, or Section 2(k) below:

**MINUTES OF THE COLORADO COUNTY
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TIER 1: \$250,000.00 TO \$999,999.99 IMPROVEMENTS

Year 1 ——— 100% Abatement
Year 2 ——— 80% Abatement
Year 3 ——— 60% Abatement
Year 4 ——— 40% Abatement
Year 5 ——— 20% Abatement

**TIER 2: \$1,000,000.00 + IMPROVEMENTS AND
RETENTION OR CREATION OF 10 JOBS**

Year 1 ——— 100% Abatement
Year 2 ——— 100% Abatement
Year 3 ——— 75% Abatement
Year 4 ——— 50% Abatement
Year 5 ——— 25% Abatement

If a modernization project includes facility replacement, the abated value shall be the value of the new unit(s) less the value of the old unit(s).

(h) **Other Economic Qualifications.** In order to be eligible for tax abatement the planned improvement must meet the following requirements:

- (1) Tier 2 applications must retain not less than 10 employees or create employment for not less than 10 persons associated with the production of goods and services at the authorized facility on a full-time permanent basis in Colorado County. Each two or more part-time permanent employees totaling an average of not less than 40 hours per week may be considered as one full time permanent employee.
- (2) Must not solely or primarily have the effect of transferring employment from one part of Colorado County to another.

(i) **Taxability.** From the execution of the abatement contract to the end of the agreement period, taxes shall be payable as follows:

- (1) The value of ineligible property as provided in Section 2(e) shall be fully taxable.
- (2) The Base Year Value of existing eligible property as determined each year shall be fully taxable.
- (3) The additional value of new eligible property shall be taxable in the manner described in Section 2(g) and Section 2(k).

**MINUTES OF THE COLORADO COUNTY
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(j) Tier 2 applicants must agree to remain in production for at least three (3) years after the abatement is complete or the applicant shall reimburse the County for 100% of the taxes for years 3, 4 and 5 of the abatement.

(k) The County reserves the right to negotiate abatement agreements outside of the Tier 1 and Tier 2 structures listed above (including without limitation abatement periods of up to ten (10) years and abatement percentages up to 100% in each abatement tax year and reserves the right to consider receiving payments in lieu of tax (PILOTS)).

Section 3 – APPLICATION: PUBLIC HEARING.

(a) Any present or potential owner of taxable property in Colorado County may request tax abatement by filing written request with the County, and have it filed with the County Clerk of the County.

(b) The application shall consist of a completed application form accompanied by:

(1) a general description of the proposed use and the general nature and extent of the modernization, expansion or new improvements to be undertaken;

(2) a description list of the improvements which will be a part of the facility;

(3) a map and property description;

(4) a time schedule for undertaking and completing the planned improvements;

(5) in the case of modernizing, a statement of the assessed *value* of the facility, separately stated for real and personal property, shall be given for the tax year immediately preceding the application; and,

(6) the application form may require such financial and other information as deemed appropriate for evaluating the financial capacity of the applicant and other factors of the application.

(c) Upon receipt of a completed application, the County Clerk receiving such application shall notify in writing the presiding officer of the Commissioners Court of the County ("Commissioners Court"). Before acting upon the application, the County receiving such application shall through public hearings afford the applicant an opportunity to show cause why the abatement should be granted.

(d) Notice of the public hearing shall be clearly identified on an agenda of the Commissioners Court receiving such application and shall be posted at least 10 days prior to the public hearing. At least seven (7) days prior to the public hearing the County must send written

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notice to the presiding officers of all taxing units with jurisdiction over the property for which an abatement is sought and must publish notice of the hearing time, place and subject in the local newspaper. At the hearing the Commissioners Court shall evaluate the application against the criteria in Section 2 and decide whether to designate the property for which an abatement is sought as a reinvestment zone. If the reinvestment zone is not designated, the application fails, although it may be amended and resubmitted. If the reinvestment zone is designated, the Commissioners Court shall pass an order to that effect and may then arrange to consider for approval the tax abatement agreement between the applicant and the County at its next regularly scheduled meeting. At least seven (7) days prior to entering into a tax abatement agreement, County must give written notice of its intent to do so to the presiding officers of all taxing units with jurisdiction over the property for which an abatement is sought, along with a copy of the proposed tax abatement agreement. At the regularly scheduled meeting, the Commissioners Court may finally vote by simple majority to enter into the tax abatement agreement or to decline. An approved tax abatement agreement may be executed in the same manner as other contracts made by the County.

(e) If the County determines that the application should receive expedited consideration, then the County Judge shall schedule an opportunity to obtain public input on the application at the Commissioners Court next meeting. At least seven (7) days prior to the meeting, the County must send written notice to the presiding officers of all taxing units with jurisdiction over the property for which an abatement is sought and must publish notice of the hearing time, place and subject in the local newspaper. Also at this time, the County must give written notice of its intent to enter into a tax abatement agreement to the presiding officers of all taxing units with jurisdiction over the property for which the abatement is sought, along with a copy of the proposed tax abatement agreement. During the Commissioners Court meeting, the Commissioners Court shall evaluate the application against the criteria in Section 2 and shall decide whether to designate the property for which the abatement is sought as a reinvestment zone. If the reinvestment zone is designated, the Commissioners Court shall pass an order to that effect and may then immediately consider for approval the tax abatement agreement between the applicant and the County. After consideration, the Commissioners Court may finally vote by simple majority to enter into the tax abatement, or the decline. An approved tax abatement agreement may be executed in the same manner as other contracts made by the County.

(f) The County, in receiving the application, shall, not more than 60 days after receipt of the application, approve or disapprove the application for tax abatement. The presiding officer of the Commissioners Court receiving such application shall notify the applicant of approval or disapproval promptly thereafter.

(g) **Variance.** Requests for variance from the provisions of Section 2 may be made in written form to the presiding officer of the Commissioners Court receiving the application. Such request shall include a complete description of the circumstances explaining why the applicant should be granted a variance. The approval process for a variance shall be identical

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to that for a standard application and may be supplemented by such additional requirements as may be deemed necessary by the County.

Section 4 – STANDARDS FOR DENYING APPROVAL OF ABATEMENT; EFFECT OF APPROVAL OF APPLICATION.

(a) Should the County be able to show cause in the public hearing why the granting of abatement will have substantial adverse effect on its bonds, tax revenue, service capacity or the provision of service, that showing shall be reason for the County receiving the application to deny any granting of abatements.

(b) No abatement agreement shall be authorized if it is determined that:

- (1) There would be a substantial adverse effect on the provision of a government service or tax base of the County.
- (2) The applicant has insufficient financial capacity.
- (3) Planned or potential use of the property would constitute a hazard to the public safety, health or morals.
- (4) Planned or potential use of the property violates other codes or laws.

The Colorado County Commissioners Court acts only for the taxing entity of Colorado County and for no other taxing entity within Colorado County. The County's approval or disapproval of an application has no effect on any other taxing entity within the jurisdiction or their right to approve or disapprove an application. Only the governing bodies of the affected jurisdictions may grant tax abatements, and enter into tax abatement agreements with applicants.

Section 5 – AGREEMENT.

(a) After approval for tax abatement, the County shall execute an agreement with the applicant (owner of the facility, and if applicable, the lessee involved which shall include:

- (1) Estimated value to be abated and the Base Year Value.
- (2) Percent of value to be abated each year as provided in Section 2(g) and Section 2(k).
- (3) The commencement date and the termination date of abatement.
- (4) The proposed use of the facility, nature of construction, time schedule for undertaking and completing the planned improvements, map, property description and improvements list as provided in Application, Section 3(b).

**MINUTES OF THE COLORADO COUNTY
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(5) Contractual obligations in the event of default, violation of terms or conditions, delinquent taxes, recapture, administration and assignment as provided in Sections 2, 6, 7 and 8, and other provisions that may be required for uniformity or by state law.

(6) Amount of investment and average number of jobs involved for the period of abatement.

(b) Such agreement shall be executed within 60 days after the applicant has forwarded all necessary information and documentation to the County receiving the application, unless the governing taxing authority executing the agreement waives the sixty (60) day requirement.

Section 6 – RECAPTURE.

(a) In the event that the facility is completed and begins producing product or service, but subsequently discontinues producing product or service for any reason excepting fire, explosion or other casualty or accident or natural disaster for a period of more than one (1) year during the abatement period, then the agreement shall terminate and so shall the abatement of taxes for the calendar year during which the facility no longer produces. The taxes otherwise abated for that calendar year shall be paid to the affected jurisdiction within sixty (60) days from the date of termination.

(b) Should the County establishing a tax abatement agreement determine that a company or individual is in default according to the terms and conditions of its agreement, the County shall notify the Company or individual in writing at the address stated in the agreement, and if such is not cured within sixty (60) days from the date of such notice ("Cure Period"), then the agreement shall be terminated; provided, however, if such failure cannot be cured within such sixty (60) day period and the company or individual has commenced remedial action to cure such failure (and continued to diligently and timely pursue the completion of such remedial action), the company or individual shall be entitled to a total of one hundred eighty (180) days after receipt of notice within which to cure such default.

(c) In the event that the company or individual

(1) allows its ad valorem taxes owed the County or an affected jurisdiction to become delinquent after all applicable notice and cure periods and fails to timely and properly follow the legal procedures for their protest and/or contest, or

(2) violates any of the terms and conditions of the abatement agreement and fails to cure same during the Cure Period, the agreement may then be terminated and all taxes previously abated by virtue of the agreement will be recaptured and paid within sixty (60) days of the termination.

**MINUTES OF THE COLORADO COUNTY
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Section 7 – ADMINISTRATION.

(a) The Chief Appraiser of the County shall annually determine an assessment of applicant's real and personal property located in the County Reinvestment Zone and comprising the facility. Each year the company or individual receiving abatement shall furnish the assessor with such information as may be necessary for abatement, including the number of new or retained employees associated with the facility. Once value has been established the Chief Appraiser shall notify the affected jurisdictions which levies taxes on the amount of the assessment.

(b) The agreement shall stipulate that employees and/or designated representatives of the jurisdiction entering into a tax abatement agreement will have access to the property during the term of the abatement to inspect the facility to determine if the terms and conditions of the agreement are being met. All inspections will be made only after the giving of twenty-four (24) hours prior notice and will only be conducted in such manner as to not unreasonably interfere with the construction and/or operation of the facility. All inspections will be made with one or more representatives of the company or individual and in accordance with its safety standards.

(c) Upon completion of construction the jurisdiction establishing the tax abatement agreement shall annually evaluate each facility and report possible violations of the contract and/or agreement to the Commissioners Court.

(d) All proprietary information acquired by the County for purposes of monitoring compliance with the terms and conditions of an abatement agreement shall be considered confidential. As required by Section 312.003 of the Texas Tax Code, information that is provided to the County in connection with an application or a request for a tax abatement that describes the specific processes or business activities to be conducted or the equipment or other property to be located on the property for which the abatement is sought is confidential and not subject to public disclosure until the tax abatement is executed.

Section 8 – ASSIGNMENT.

(a) Abatement may be transferred and assigned by the holder to a new owner of the same facility upon the approval by resolution of the affected jurisdiction, subject to the financial capacity of the assignee and provided that all conditions and obligations in the abatement agreement are guaranteed by the execution of a new contractual agreement with the affected jurisdiction.

(b) The contractual agreement with the new owner shall not exceed the termination date of the abatement agreement with the original owner.

(c) No assignment or transfer shall be approved if the parties to the existing agreement, are liable to the County for outstanding taxes or other obligations.

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Section 9 –SUNSET PROVISION.

(a) These Guidelines and Criteria are effective upon the date of the adoption and will remain in force for two (2) years, at which time all tax abatement contracts created pursuant to its provisions will be reviewed by Colorado County's Commissioners Court to determine whether the goals have been achieved. Based on that review, the Guidelines and Criteria may be modified, renewed or eliminated, providing that such actions shall not affect existing contracts.

(b) This policy is mutually exclusive of any existing Industrial District Contracts and owners of real property in areas deserving of specific attention as agreed by Colorado County's Commissioners Court.

(c) Prior to the date for review, as defined above, these "Guidelines and Criteria" may be modified by a two-thirds vote of the Commissioners Court, as provided for under the laws of the State of Texas, providing that such actions shall not affect existing contracts.

Section 10 – SEVERABILITY AND LIMITATIONS.

(a) In the event that any section, clause, sentence, paragraph or any part of these Guidelines and Criteria shall, for any reason be adjudged by any court of competent jurisdiction to be invalid such invalidity shall not affect, impair, or invalidate the remainder of these Guidelines and Criteria.

(b) If these Guidelines and Criteria have omitted any mandatory requirements of the applicable tax abatement laws of the State of Texas, then such requirements are hereby incorporated as a part of these Guidelines and Criteria.

Section 11. – DISCRETION OF THE COUNTY.

The adoption of these Guidelines and Criteria by the County does not:

(a) Limit the discretion of the Commissioners Court to decide whether to enter into a specific Agreement, which absolute right of discretion the Commissioners Court reserves unto itself, whether or not such discretion may be deemed arbitrary, or without basis in fact;

(b) Limit the discretion of the Commissioners Court to delegate to its employees or assigns the authority to determine whether or not the Commissioners Court should consider a particular application or request for tax abatement; or

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(c) Create any property, contract, or other legal rights in any person or entity to have the Commissioners Court consider or grant a specific application or request for tax abatement.

The foregoing was adopted by the Colorado County Commissioners Court on the 23rd day of January 2017.

**MINUTES OF THE COLORADO COUNTY
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- _12. Set a date and specify which County owned buildings to be inspected by Commissioners Court.

**The consensus of the Court is to inspect the Columbus EMS Facility, PHI, EMS Facility
and JP #4 in Eagle Lake after the next Commissioners Court Meeting.**

(See Attachment)

**MINUTES OF THE COLORADO COUNTY
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Buildings	Address	City	Date Inspected
Courthouse	400 Spring	Columbus	
Well House	400 Spring	Columbus	
Confederate Museum	400 Spring	Columbus	
Annex	318 Spring	Columbus	2015
Ag Building	316 Spring	Columbus	2015
Probation Building	1023 Milam	Columbus	2015
JP 3	1117 Travis	Columbus	2015
Records Room	1117 Travis	Columbus	
Maintenance	316 Spring	Columbus	
EMS	305 Radio Ln.	Columbus	2017
EMS	310 S. McCarty	Eagle Lake	2016
EMS	107 Bennie Kosler	Weimar	2018
Sheriff's Dept.	2215 Walnut	Columbus	
Prct. 1	3334 CR 106	Rock Island	2014
Secondary Shop			
Storage Shed			
Truck Storage & Equipment			
Shop			
Prct. 2	404 S. Eagle	Weimar	
Shop			
Storage Shed 1			
Storage Shed 2			
Equipment Shed			
Prct. 3	1501 FM 109	Frelsburg	
Road Equipment Storage			
Truck Storage			
Shop			
Road & Bridge Truck Storage			
Prct. 4	310 S. McCarty	Eagle Lake	2016
Shop w/side Canopy			
Offices w/Restrooms			
Trk Stge/Equipment Stge			
Opportunity Ctr.	1003 Old Altair Rd.	Altair	2016
Radio Towers			
Radio Tower	1501 FM 109	New Ulm	
Radio Tower	1021 Rabbit Rd.	Columbus	
Antenna & Cable Microwave	FM 2434	Columbus	
Antenna & Cable Microwave	600 S. Austin	Eagle Lake	
Antenna & Cable Microwave		Garwood	
Boot Camp	600 FM 3013	Eagle Lake	
Dorms			
Dining/Pavilion			
Dormitory			
Robert R. Wells Airport	1084 CR 102	Columbus	
Portable Bldg./Election			

**MINUTES OF THE COLORADO COUNTY
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Fuel Pump			
Hangar on Lot S6			
Airport Office			
Hangar on Lot S5			
Hangar on Lot N2			
Hangar on Lot S7			
JP 1	2215 Walnut	Columbus	2014
JP 2	105 E. Main	Weimar	2018
Beason Park	Hwy. 90 E.	Columbus	
Restrooms			
Pavilion			
Tractor Shed			
Constable, Pct. 2	105 E. Main	Weimar	2018
JP 4	121 N. McCarty	Eagle Lake	2016

**MINUTES OF THE COLORADO COUNTY
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**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
JANUARY 22, 2018**

- __9. Set a date and specify which County owned buildings to be inspected by Commissioners Court.**

**Discussion was made by the Court, and it was decided to visit and inspect the Weimar
EMS Building and the Weimar JP # 2 Building after the next Commissioner Court
Meeting on February 12, 2018.**

(See Attachment)

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
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**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
FEBRUARY 12, 2018**

- _22.** Go to Inspect County owned buildings in Weimar, Texas, starting at the EMS building and then the Justice of the Peace No. 2 building.

At this time Judge Prause reported the Court will recess at 10:01 AM and go to Weimar to inspect County owned buildings, starting at the EMS building and then the Justice of the Peace No. 2.

- _23.** Adjourn.

Motion by Commissioner Gertson to adjourn at 11:38 AM; seconded by Commissioner Wessels.

An audio recording of this meeting of February 12, 2018 is available in the County Clerk's Office.

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
JANUARY 28, 2019**

- _13. Consent:
- a. Continuing Education Transcript for Mary Jane Poenitzsch, Tax Assessor-Collector, for completion of her continuing education requirements for 2018.
 - b. Certificate of Course Completion for Boe Reeves, Justice of the Peace 2, for training on the Open Meetings Act and Public Information Act; and acknowledgment for completing the 28-hour Stage 1 and Stage 2 Seminar for new judges.
 - c. Letter of gratitude from Boys & Girls Club of Champion Valley for County's \$5,000 funding.
 - d. Letter of consent from Colorado County Ag Complex to Texas Commission on Environmental Quality allowing fairgrounds facility to be used for county-wide Household Hazardous Waste (HHW) collection event on June 1, 2019.
 - e. Executed Tax Abatement Agreement between Colorado County and Great Southern Wood Preserving, Inc. and Great Southern Wood – Columbus, Inc.
 - f. Request to use Courthouse circle drive for "National Day of Prayer" on May 2nd at Noon.
 - g. Dale Heinsohn and Heidi Heinsohn May appointed to the Colorado County Historical Commission for the term ending December 31, 2020.

Motion by Commissioner Hahn to approve Consent Items as presented; seconded by

Commissioner Gertson; 5 ayes 0 nays; motion carried, it was so ordered.

(See Attachment)

MINUTES OF THE COLORADO COUNTY
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TAX ASSESSOR-COLLECTOR
CONTINUING EDUCATION TRANSCRIPT
Reporting Period: 1/1/2018 - 12/31/2018

Hon. Mary Jane Poenitzsch
Tax Assessor-Collector
Colorado County
318 Spring St Rm 102
Columbus, TX 78934-2456

ID: 11025
Phone: (979) 732-2710
Fax: (979) 732-9622
Enrollment Date: 01/01/2018

<u>Date</u>	<u>Course</u>	<u>Units</u>
01/01/2018	Excess hours carried from 2017	10.00
01/31/2018	Healthy County Boot Camp	8.50
04/04/2018	County Management & Risk Conference	10.75

Total Hours for year: 29.25

You have met your continuing education requirements for the
period 1/1/2018 - 12/31/2018.

You may carry forward 9.25 hours to the next reporting period.

SB546 of the 83rd Regular Legislative Session requires a County Tax Assessor-Collector to successfully complete 20 hours of continuing education annually. Up to 10 additional hours, over the required 20, will be carried forward into the next reporting period. This transcript/certificate is evidence of compliance with Texas Property Tax Code Section 6.231(d.) and must be filed for record with Commissioners Court.

07/11/2018

Please contact the Tax Assessor-Collectors Association Director of Education by email @ roving@brazoria-county.com with any questions.

MINUTES OF THE COLORADO COUNTY
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CERTIFICATE of COURSE COMPLETION

Open Meetings Act

I, **Boe Reeves**, certify that I have
completed a course of training on the Texas Open Meetings Act that satisfies the
legal requirements of Government Code, Section 551.005.

Certificate is issued effective this 26th day of December, 2018.



NOTICE TO CERTIFICATE HOLDER: You are responsible for the safekeeping of this document as evidence that you have completed this open government training course. The Office of the Attorney General does not maintain a record of course completion for you and is unable to issue duplicate certificates. Government Code Section 551.005(c) requires the governmental body with which you serve to maintain this Certificate of Course Completion and make it available for public inspection.

Certificate No.: 18-2587890X

MINUTES OF THE COLORADO COUNTY
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CERTIFICATE of COURSE COMPLETION

Public Information Act

I, Boe Reeves, certify that I have
completed a course of training on the Texas Public Information Act that satisfies the
legal requirements of Government Code, Section 552.012.

Certificate is issued effective this 26th day of December, 2018.



NOTICE TO CERTIFICATE HOLDER: You are responsible for the safekeeping of this document as evidence that you have completed this open government training course. The Office of the Attorney General does not maintain a record of course completion for you and is unable to issue duplicate certificates. Government Code Section 552.012(e) requires the governmental body with which you serve to maintain this Certificate of Course Completion and make it available for public inspection.

Certificate No.: 18-258788P

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
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BOYS & GIRLS CLUBS
OF CHAMPION VALLEY

January 18, 2019

County of Colorado
Judge Ty Prause
P.O. Box 236
Columbus, Texas 78934

Weimar Unit
P.O. Box 897
101 W. Jackson St.
Weimar, Texas 78962
Tel 979-725-8208

Columbus Unit
1368 Highway 71 Business
Columbus, Texas 78934
Tel 979-732-4344

Schulenburg Unit
1100 Bohmann Ave.
Schulenburg, Texas 78956
Tel 979-743-3780

Board of Directors

Officers
Marianne Bellamy
Board Chair
Rob Darville
1st Vice President

2nd Vice President
Jannette Streit
Secretary
Walt Rognerud
Treasurer

Board Members

Morgan Barten
Terri Brasher
Terry Braun
Troy Brenek
Todd Jacobs
Kathy Salguero
Nancy Stiles
Devan Taylor
Bo Thibodeaux
Heather Thomas

Director
Jennifer McCoskey

www.bgccchampvalley.org

Dear Judge Prause,

Boys & Girls Clubs of Champion Valley expresses their sincere gratitude for the \$5,000.00 grant that we received from the County of Colorado. We appreciate your support for the youth of our communities, and by working together we can provide guidance and encouragement to help them become academically successful, be good moral citizens, and lead a healthy lifestyle.

Our efforts in providing quality youth development programs would not be possible without contributions such as yours, and our members are so very fortunate to have you as a community partner! Remember, **Great Futures Start Here**, and the future of our Club kids is looking even brighter!

Sincerely,

A handwritten signature in black ink that reads "Jennifer McCoskey". The signature is fluid and cursive.

Jennifer McCoskey
Director

Boys & Girls Clubs of Champion Valley is a 501 (c) (3) non-profit corporation. Contributions are tax deductible to the extent allowed by law. This document serves as the official receipt for this gift and no goods or services were provided in exchange for this contribution.

GREAT FUTURES START HERE.

**MINUTES OF THE COLORADO COUNTY
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Colorado County Ag Complex
1146 Crossroads Blvd.
Columbus, Texas 78934

January 17, 2019

Mr. Hector Lujan
Household Hazardous Waste Coordinator
Texas Commission on Environmental Quality
Environmental Assistance Division, MC-108
P.O. Box 13087
Austin, Texas 78711-3087

Dear Mr. Lujan:

The Colorado County Agricultural Complex is the owner of the Colorado County Fairgrounds, the site for the upcoming household hazardous waste collection event scheduled for June 1, 2019. By this letter, the Colorado County Ag Complex does hereby consent and allow for the fairgrounds facility to be used for a county-wide household hazardous waste (HHW) collection event to benefit the citizens of Colorado County.

The Colorado County Fairgrounds, where the HHW collection event will be held, is located at 1146 Crossroads Blvd. at Columbus, Texas.

The proper collection and disposal of HHW is important to keeping our environment and water resources clean. The Colorado County Ag Complex is happy to support proper HHW management in Colorado County.

Sincerely,



Darrell Gertson,
President

**MINUTES OF THE COLORADO COUNTY
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**TAX ABATEMENT AGREEMENT FOR NEW ELIGIBLE
PROPERTY LOCATED IN COLORADO COUNTY**

THE STATE OF TEXAS:

COUNTY OF COLORADO:

This Tax Abatement Agreement ("Agreement") is made and entered into and by and between Colorado County on behalf of Colorado County, Texas, ("County"), and Great Southern Wood Preserving, Inc., an Alabama corporation with headquarters in Abbeville, Alabama and Great Southern Wood – Columbus, Inc., a Delaware corporation ("Owner") qualified to do business in the State of Texas and an owner of interests in taxable property located within Colorado County.

I. AUTHORIZATION

This Agreement is authorized by the Texas Property Redevelopment and Tax Abatement Act, V.A.T.S. Tax Code, Chapter 312, as amended, and by Order of the Colorado County Commissioners' Court, providing for the designation of the tax abatement.

II. DEFINITIONS

As used in this Agreement, the following terms shall have the meanings set forth below:

A. "Abatement" means the full or partial exemption from ad valorem taxes of certain property by the County for economic development purposes.

B. "Certified Appraised Value" means the January 1, 2019, appraised value of the improvements and personal property within Colorado County as certified by the

**MINUTES OF THE COLORADO COUNTY
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Colorado County Appraisal District as of that date.

C. "Improvements" mean the newly constructed building(s) and other improvements, including fixed machinery, equipment and process units, used for commercial or industrial purposes that are erected or substantially completed by the Owner on the property prior to May 1, 2019.

D. "Construction Phase" means a material and substantial improvement of the property that represents a separate and distinct construction operation undertaken for the purpose of erecting the improvements.

E. "Abatement" means the full or partial exemption from ad valorem taxes of certain property in Colorado County for economic development purposes.

F. "Eligible Property" means the buildings, structures, fixed machinery; site improvements and structures; office space and related fixed improvements necessary to the operation and administration of the facility. "New Eligible Property" means Eligible Property to be constructed, substantially complete, and/or operational on or before May 1, 2019. The first year of abatement would therefore, be 2019. A list of the New Eligible Property is set forth in Owner's "Application for Tax Abatement", a copy of which is attached as Exhibit "A". During the Construction Phase of the New Eligible Property, the Owner may make the change orders to the New Eligible Property as are reasonably necessary to accomplish its intended use.

G. "Ineligible Property" (i.e. Property that is fully taxable) means land, inventories, supplies, tools, furnishings and other forms of movable personal property, vehicles, vessels, aircraft, housing or residential property, any improvements, which are not integral to the operation of maintenance investments, improvements for the generation or transmission for

**MINUTES OF THE COLORADO COUNTY
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the facility, and property that has an economic life of less than 15 years, or any property exempted by local, state or federal law.

H. Reference is made for other definitions, clarifications and criteria to the official "GUIDELINES AND CRITERIA FOR GRANTING TAX ABATEMENTS IN COLORADO COUNTY" ("GUIDELINES") on file in the County Judge's Office, a copy of which is attached as Exhibit "B".

The GUIDELINES are applicable and are controlling over any conflict with this contract.

The GUIDELINES were adopted originally on June 12, 1989 and amended by the Commissioners' Court on January 23, 2017.

III. SUBJECT PROPERTY

Owner currently has a facility located on that 28.060 acre tract and that 11.940 acre tract, both located in the W. B. Dewees Survey, Abstract No.18, in Colorado County and intends to expand and make improvements to the facility as described in Owner's "Application for Tax Abatement", a copy of which is attached as Exhibit "A".

With the completion of the facility as set forth in the Application attached as Exhibit A, Owner estimates the value of the Improvements will be approximately \$4,500,000 of which \$4,000,000 of this sum shall be subject to abatement under this Agreement.

IV. VALUE AND TERM OF AGREEMENT

The term of this tax abatement shall be for a period of 5 years. The value of New Eligible Properties shall be abated in accordance with the following scale:

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**TIER 2: \$1,000,000.00+ Improvements and
Prevention or Creation of 10 Jobs**

<u>Year Abated</u>	<u>Percentage of Value</u>
Year 1	100%
Year 2	100%
Year 3	75%
Year 4	50%
Year 5	25%.

V. TAXABILITY

During the period that this tax abatement is effective, taxes shall be payable as follows:

- 1) The value of Ineligible Property shall be fully taxable;
- 2) The Certified Appraised Value of existing Eligible Property as determined each year shall be fully taxable; and
- 3) The value of New Eligible Property shall be abated in accordance with the sliding scale set forth in Part IV above.
- 4) In no event will the tax paid by Owner be less than the amount that would have been payable without benefit of the abatement for the tax year immediately preceding granting of this abatement.

VI. CONTEMPLATED IMPROVEMENTS

As set forth in the Application attached as Exhibit "A", the Owner represents that it

**MINUTES OF THE COLORADO COUNTY
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will construct the New Eligible Facility and Improvements as further specified in the Application attached as Exhibit A. ("New Facility"). Owner reasonably expects that construction of the New Eligible Facility will cost approximately Eight Million Dollars (\$8,000,000.00). During the Construction Phase, the Owner may make any change orders to the project as are reasonably necessary to effect Owner's planned New Eligible Facility.

Owner represents that this expansion project will create or retain at least ten (10) new jobs at the end of five (5) years. The project is not expected to solely or primarily have the effect of transferring employment from one part of Colorado County to another. All improvements shall be completed in accordance with all laws, ordinances rules, or regulations.

VII. EVENT OF DEFAULT

During the abatement period covered by this Agreement, the County may declare a default by the Owner if the Owner fails to commence construction of the New Facility described in Part VI and the Application attached as Exhibit "A" within two years from the date this Agreement is in effect, fails to construct the New Facility described in Part VI, or refuses or neglects to comply with any of the terms of this Agreement, or if any representation made by the Owner in this Agreement is false or misleading in any material respect.

Should the County determine the Owner to be in default of Agreement, the County shall notify the Owner in writing prior to the end of the abatement period, and if such default is not cured within 60 days from the date of the notice ("Cure Period"), then this Agreement may be terminated; provided, however, that in the case of a default for causes beyond Owner's reasonable control that cannot with due diligence be cured within the 60-day period,

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the Cure Period shall be deemed extended if Owner (1) shall immediately, upon the receipt of such notice, advise the County of Owner's intention to institute all steps necessary to cure the default and (2) shall institute and prosecute to completion with reasonable dispatch all steps necessary to resolve the default.

In the event the Owner allows its ad valorem taxes owed the County to become delinquent and fails to timely and properly follow the legal procedures for a protest and/or contest, or if the Owner violates any of the terms and conditions of this Agreement and fails to cure during the Cure Period, this Agreement may then be terminated and all taxes previously abated by virtue of this Agreement will be recaptured and paid within 60 days of the termination.

In the event the facility is completed and Owner is in operation, but subsequently discontinues such operation, except as caused by fire, explosion or other casualty, accident or natural disaster, for a period of one year during the abatement period, then this Agreement shall terminate. In the event of termination under the provisions of this paragraph, the abatement of the taxes for the calendar year, during which the facility no longer is being used as a lumber treatment facility, shall terminate, but there shall be no recapture of prior years taxes abated by virtue of this Agreement, provided that Owner has complied with all other terms and conditions of this Agreement. The taxes otherwise abated for the calendar year during which the facility no longer is used as a lumber treatment facility shall be paid to the County prior to the delinquency date for the year; provided, however, that in no event shall Owner be required to pay the taxes within less than 60 days of the termination.

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County shall not be precluded from recapturing all taxes previously abated under this Agreement, if Owner has violated any other terms and conditions of this Agreement.

VIII. ADMINISTRATION

This Agreement shall be administered on behalf of the County by the office of the County Judge under the direction of the Commissioners Court. The Owner shall allow employees and/or representatives of the County who have been designated by the office of the County Judge to have access to the property during the term of this Agreement to inspect the facility to determine compliance with the terms and conditions of this Agreement. All inspections will be made only after 24 hours notice has been given and if the inspection would not unreasonably interfere with the construction and/or operation of the facility. All inspections will be made with one or more representatives of the Owner.

With the completion of the construction, the office of the County Judge may evaluate the facility annually to ensure compliance with the terms and provisions of this Agreement and shall report possible defaults to the Commissioners' Court and the County Attorney. To assist the County Judge in this evaluation, Owner shall on or before April 30 of every calendar year submit to the Colorado County Appraisal District and the County Judge a notarized letter certifying the number of jobs created or retained as a direct result of the abated improvements and the number of employees in other facilities located in Colorado County.

The Chief Appraiser of the Colorado County Appraisal District shall determine annually (1) the taxable value under the terms of this abatement of the real and personal property comprising this property (2) the full taxable value without abatement of the real and

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personal property of the facility. The Chief Appraiser shall record both the abated taxable value and the full taxable value in the appraisal records. The full taxable value figure listed in the appraisal records shall be used to compute the amount of abated taxes that are required to be recaptured and paid in the event this Agreement is terminated in a manner that results in recapture. Each year the Owner shall furnish the Chief Appraiser with the information outlined in Chapter 22, V.A.T.S. Tax Code, as may be necessary for the administration of the abatement specified.

In addition, the Owner shall submit annually to the Colorado County Appraisal District and the County Judge a January employee count for the abated facility that shall correspond to employment counts reported in its Employer's Quarterly Report to the Texas Employment Commission, which shall be used to determine abatement eligibility and value for that year and shall be subject to audit if requested by the Commissioners' Court of Colorado County. This January employee count shall be submitted to the Colorado County Appraisal District and the County Judge on or before April 30 of every calendar year.

If the County terminates this Agreement, it shall provide Owner written notice of any termination. If Owner believes that the termination was improper, Owner may file suit in the Colorado County District Courts, appealing the termination within 60 days after receipt from the County of notice of the termination. If an appeal suit is filed, Owner shall remit to the County, within 60 days after receipt of the notice of termination, any additional and/or recaptured taxes as may be payable during the tendency of the litigation under the payment provisions of section 42.08, V.A.T.S. Tax Code. If the final determination of the appeal increases Owner's tax liability above the amount of tax paid, Owner shall remit the additional tax to the County under Section 42.42, V.A.T.S. Tax Code. If the final determination of the

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appeal decreases Owner's tax liability, the County shall refund to Owner the difference between the amount of tax paid and the amount of tax for which Owner is liable under Section 42.43, V.A.T.S. Tax Code.

IX. ASSIGNMENT

The Owner may assign this Agreement to a new Owner or lessee with the written consent of the Commissioners Court, which shall not be unreasonably withheld. Any assignment shall provide that the assignee shall assume irrevocably and unconditionally all the duties and obligations of the assignor with the same terms and conditions as set out in this Agreement. Any assignment of this Agreement shall be to an entity that contemplates the same improvements to the property, except to the extent the improvements have been completed. No assignment shall be approved if the Owner or the assignee is indebted to the County for ad valorem taxes or other obligations.

X. COVENANTS BY OWNER

Owner agrees that during the term of this Agreement it shall not challenge any appraised value of the Colorado County Appraisal District and shall accept such appraised values conducted and performed according to the laws of this state.

Owner agrees to conduct its operations according to and in compliance with all Federal, State and Local laws, rules and regulations. Owner further agrees to provide copies of any notices or communications Owner receives in any way related to or in connection with Owner's facility or operations in Colorado County to the County Judge within seven (7)

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days of any such notices of violations, deficiencies or enforcement actions by Federal, State or Local authorities, agencies or regulatory bodies.

X. NOTICE

Any notice required to be given under the provisions of this Agreement shall be in writing and delivered or deposited in the United States Mail, registered or certified, with return receipt requested. It must be addressed to the County or Owner at the following addresses. Any notice shall be deemed to be received three days after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

To the Owner:

Kevin Savoy
Vice President, Logistics
Great Southern Wood Preserving, Inc.
P.O. Box 610
Abbeville, Alabama 36310

To the County:

Commissioners Court, Colorado County
Colorado County Courthouse
P. O. Box 236
Columbus, Texas 78934
Attention: County Judge

Either party may designate a different address by giving the other party ten days written notice.

XI. EXECUTION

The County executes this Agreement by and through the County Judge acting under the Order of the Commissioners' Court of Colorado County, Texas. This Agreement shall

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not become effective until executed by all parties.

This Agreement has been executed by the parties in duplicate originals, each having full force and effect.

GREAT SOUTHERN WOOD PRESERVING, INC.
GREAT SOUTHERN WOOD - COLUMBUS, INC.


By:  _____

Date: 1-22-19

Printed Name: Ben Paramore

Title: CFO

COLORADO COUNTY



Ty Prause
County Judge
Colorado County, Texas

Date: 1-14-19
(Effective 12-28-19)

MINUTES OF THE COLORADO COUNTY
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FILED FOR RECORD
COLORADO COUNTY, TX

EXHIBIT "A"

2010 OCT 26 PM 2:45

COLORADO COUNTY APPLICATION FOR TAX ABATEMENT

KIMBERLY MENKE
COUNTY CLERK

N.D.

SUBMISSION REQUIREMENTS:

This application should be filed prior to the beginning of construction or the installation of equipment. This filing acknowledges familiarity and conformance with the **GUIDELINES AND CRITERIA FOR GRANTING TAX ABATEMENT** (copy enclosed). This application will become a part of any later agreement or contract. False representations thereon will be grounds for the voiding of any later agreement or contract. Effective February 27, 2012, there will be a \$200.00 application fee due with each initial application for abatement.

THE ORIGINAL COPY OF THIS APPLICATION, THE \$200.00 APPLICATION FEE AND ALL ATTACHMENTS SHOULD BE SUBMITTED TO:

COUNTY JUDGE
COLORADO COUNTY
COLORADO COUNTY COURTHOUSE
P. O. BOX 236
COLUMBUS, TEXAS 78934

PART 1 – APPLICANT INFORMATION:

Company Name: Great Southern Wood - Columbus, Inc.

Address: PO Box 610

City, State, Zip: Abbeville, AL 36310

Phone No.: (334) 585-2291

Contact Person/Title: Kevin Savoy, VP of Logistics

Submission Date: _____

Type of Business Structure: Corporation
 Partnership
 Proprietorship

Total Number to be Employed: 90

Annual Corporate Sales: \$1,000,000,000

Annual Report Submitted? Yes No
(see instructions)

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PART II – PROJECT INFORMATION:

Check Type of Facility to be Abated:

<input checked="" type="checkbox"/> Manufacturing	<input type="checkbox"/> Regional Service
<input type="checkbox"/> Research Facility	<input type="checkbox"/> Regional Distribution
<input type="checkbox"/> Regional Entertainment	<input type="checkbox"/> Other Basic Industry
<input type="checkbox"/> Hotel/Motel	

Location and Legal Description of Property: SEE ATTACHMENT
(attach map and description)

1050 Great Southern Way Columbus, Texas 78934

Legal Description: A-18 W B DEWEES 28.060 AC, A-18 W B DEWEES 11.940 AC

Proposed Facility is located in the following taxing jurisdictions:

School District: Columbus Independent School District

City: Columbus

Drainage District: Colorado County

Hospital District: NA

Other Districts: Colorado County Groundwater Conservation District,

Glidden Fresh Water District

This Application is For A: New Plant

Expansion

Modernization/Improvements

PART III- PROJECT DESCRIPTION:

Attach a statement of the project which: SEE ATTACHMENT

1. Describes the Product(s) or Service(s) to be provided.
2. Fully explains the project to be undertaken.
3. Describes the site and existing improvements.
4. Describes all proposed improvements to be made.
5. Provides a list of improvements and fixed equipment for which abatement is requested.

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PART IV → ECONOMIC IMPACT INFORMATION:

- Item A. Original Investment in Improvements: \$8,000,000
- Item B. Permanent Employment Estimate: 90
If existing facility, what is the current employment? 75
Estimate number of plant jobs: 75
Retained: 75
Created: 15
At Startup/Opening: _____
Employment at end of year: 90
- Item C. Construction Estimates:
Construction Start: Sep month, 2018 year
Construction End: May month, 2019 year
- Item D. School District Impact Estimates:
Give number of Families transferred to area: N/A
Children added to ISD: N/A
- Item E. City Impact Estimates:
Volume of Treated Water required: N/A
Volume of Effluent to be treated: N/A

(Provide a statement on planned water and sewer treatment methods and disposal of effluent if the facility is to be located outside city systems.)
Has permitting been started? Yes No NA
(if yes, give dates) _____
- Item F. Estimated Appraised Value on Site:
Value as of January 1 preceding Abatement:
Land: \$505,080 Personal Property: _____
Improvements: \$376,150

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Value, upon completion of project, NOT subject to abatement:

Land: \$505,080 Personal Property: _____

Improvement: \$8,000,000

Estimated Value of Eligible Improvements after Abatement Agreement expires:

Land: \$505,080 Personal Property: _____

Improvements: \$8,000,000

Item G. Variance:

Is a variance being sought under Section 3(f) of the "Guidelines and Criteria"? Yes X No

If "Yes", attach any supplementary information required.

Item H. Tier

1. Check which tier of abatement you are requesting.

Tier I (\$250,000.00 TO \$999,999.99)

Tier II X (\$1,000,000.00 or more)

2. If you are requesting a Tier II abatement and it is determined you fall below the Tier II level, do you wish to Request a Tier I abatement?

3. If you are requesting a Tier II abatement, specify how 10 new jobs will be created or how your business will prevent the loss of 10 jobs.

The expansion of plant operations will require the hiring of 10-15 more employees.

4. Calculate the taxable status all the different types of taxable property, eligible and ineligible, for tax abatement. At the current county tax rate show the amounts of taxes that will be paid to the County and the amounts that would be exempt if the abatement is granted. Example: **SEE ATTACHMENT**

Land (Ineligible) = $\frac{\text{Value of Land}}{100} \times \text{current tax rate} = \text{amount}$

Fixed machinery- $\frac{\text{Value of fixed machinery}}{100} \times \text{rate} = \text{amount}$
(Eligible)

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PART V – OTHER AGREEMENT APPLICATIONS: .

Has the Company made application for abatement of this project to other taxing jurisdictions or counties? ___ Yes ___ No

- If "Yes", provide:
1. Dates of Application.
 2. Hearing Dates.
 3. Name of Jurisdiction(s) and Contacts(s).
 4. Any letter of intent to abate or agreements.

PART VI – DECLARATION:

To the best of my knowledge, the above information is an accurate description of project details.



Company Official Signature

Kevin Savoy, VP of Logistics

Printed Name and Title

10/17/18

Date of Signature

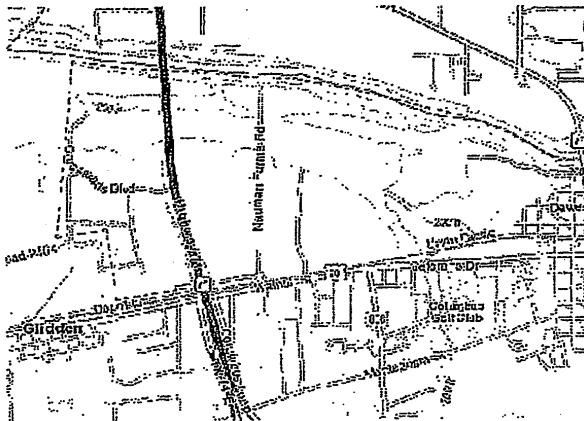
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PART II – PROJECT INFORMATION

Colorado CAD Map Search

<https://propaccess.tmcenation.com/mapSearch/propertyPrint.html?ci...>

Property Identification #: 22024	Property Information: 2019	Owner Identification #: 16301
<p>Geo ID: 20181720003</p> <p>Site Address: 1050 GREAT SOUTHERN WAY</p> <p>Property Type: Real</p> <p>State Code: FI</p>	<p>Legal Description: A-18 W B DEWEES 28.053 AC</p> <p>Abstract: A-18</p> <p>Neighborhood: Nil</p> <p>Appraised Value: N/A</p> <p>Jurisdictions: CG, CC, C, GAD, GCD</p>	<p>Name: TEXAS GREAT SOUTHERN WOOD LLC</p> <p>Exemptions:</p> <p>DBA: Nil</p>



Colorado CAD Map Search

This product is for informational purposes only 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. The Colorado County Appraisal District expressly disclaims any and all liability in connection herewith.

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Colorado CAD Map Search

<https://propaccess.trueautomation.com/mapSearch/propertyPrint.html?ci...>

Property Identification #: 22022

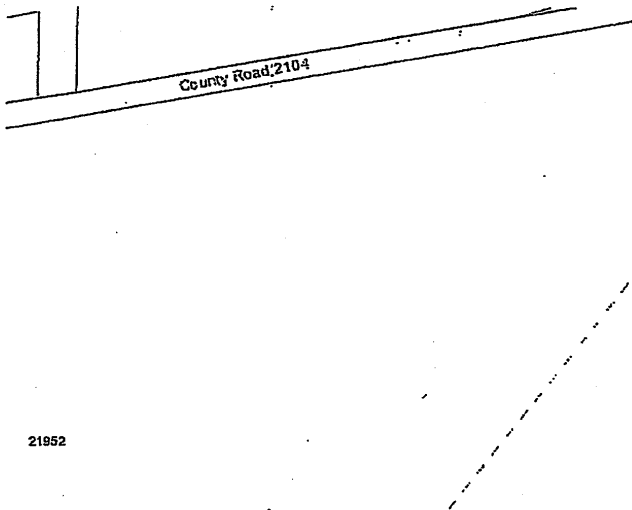
Property Information: 2019

Owner Identification #: 16301

Geo ID: 2001617100000
Situation Address: Null
Property Type: Real
State Code: F1

Legal Description: A-18 W B DEWEES 11.940 AC
Abstract: A-18
Neighborhood: Null
Appraised Value: N/A
Jurisdictions: CS, C, F, CAD, GCD

Name: TEXAS GREAT SOUTHERN WOOD
LLC
Exemptions:
DBA: Null



Colorado CAD Map Search

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PART III – PROJECT DESCRIPTION

1. Describe the Product(s) or Service(s) to be provided
 - a. Added building material distribution operations.
2. Fully explain the project to be undertaken
 - a. See #4 below
3. Describe the site and existing improvements
 - a. See attached aerial photos showing existing conditions and improvements
4. Describe all proposed improvements to be made
 - a. Improvements include multiple new storage building for distribution products including a new distribution building at the SE of the property, a new covered storage building east of the main warehouse, new storage structures attached to the south end of the main warehouse, a new storage structure near our kilns for specialty product storage and potential loading yard expansion.
5. Provide a list of improvements and fixed equipment for which abatement is requested
 - a. New distribution storage building (approx. 52,500sf) which will include storage racking and new forklift equipment
 - b. New covered storage building (approx. 73,500sf) which will include new man-lift and forklift equipment
 - c. New storage structure attached to main warehouse (approx. 10,000sf) which will include new racking
 - d. New storage building near the kilns (approx. 5,500sf) which will include new racking equipment.

PART IV – ECONOMIC IMPACT INFORMATION

Item H

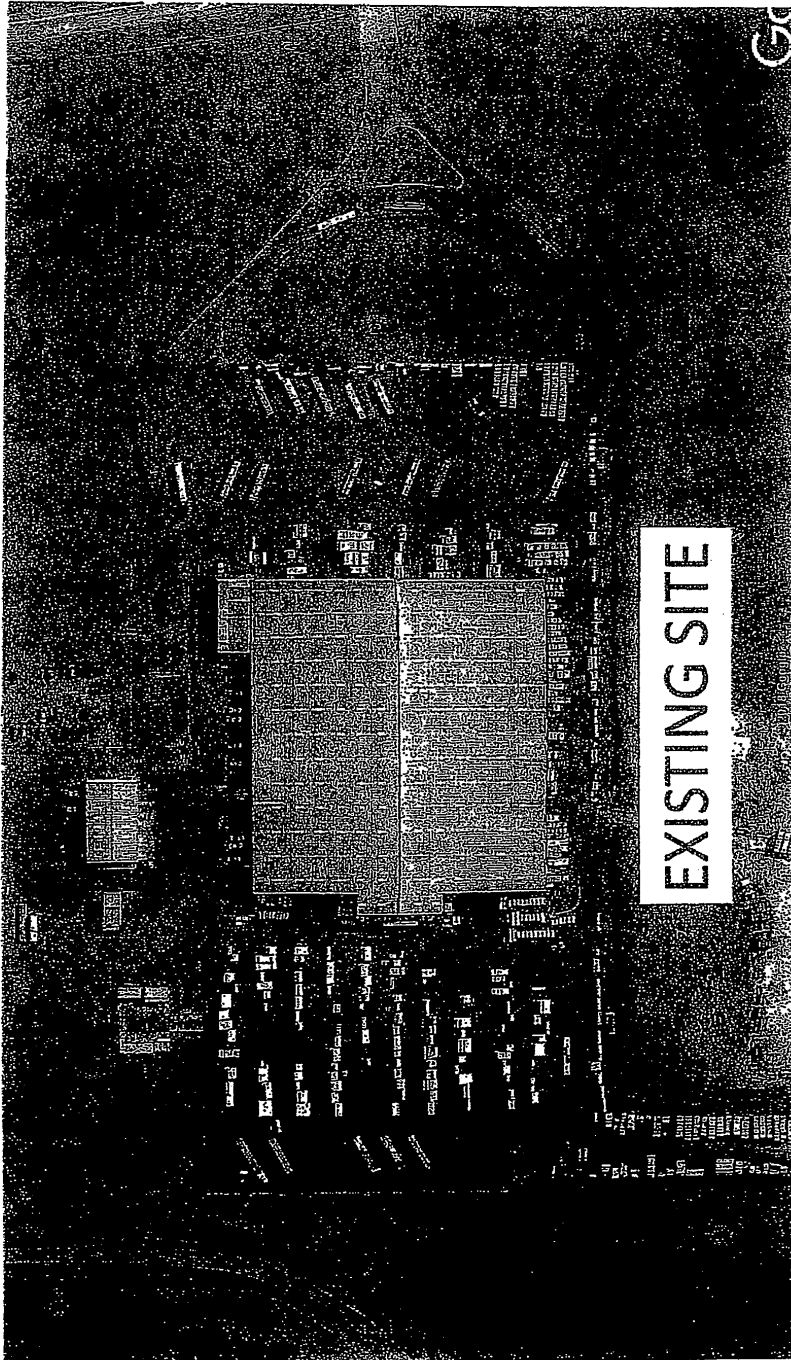
4.

Land = N/A none added

Fixed Machinery = 8,000,000 * .005 = 40,000

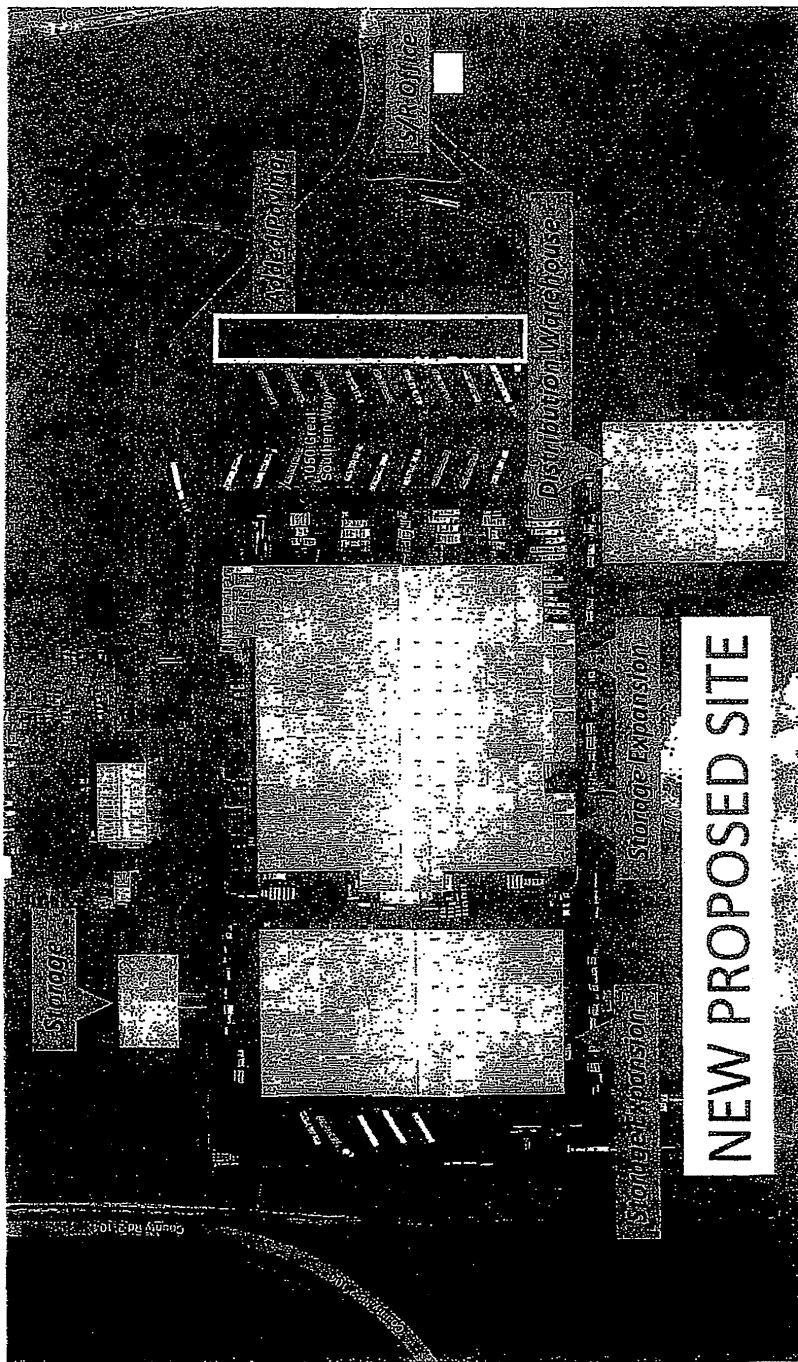
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EXHIBIT "B"

**AMENDED AND RESTATED GUIDELINES AND CRITERIA FOR
GRANTING TAX ABATEMENTS IN COLORADO COUNTY, TEXAS**

WHEREAS, the creation and retention of job opportunities that bring new wealth is one of the highest civil priorities; and,

WHEREAS, new jobs and investments will benefit the area economy, provide needed opportunities, strengthen the real estate market and generate tax revenue to support local services; and,

WHEREAS, Colorado County must compete with other localities across the nation currently offering tax inducements to attract new and modernization projects; and,

WHEREAS, any tax incentives offered in Colorado County would reduce needed tax revenue unless these tax incentives are strictly limited in application to those new and existing industries that bring new wealth to the community; and,

WHEREAS, the abatement of property taxes, when offered to attract primary jobs or investments in industries that bring in money from outside a community instead of merely recirculating dollars within a community, has been shown to be an effective method of enhancing and diversifying an area's economy; and,

WHEREAS, Texas law requires any eligible taxing jurisdiction to establish guidelines and criteria as to eligibility for tax abatement agreements prior to the granting of any future tax abatement, which guidelines and criteria are to remain unchanged for a two-year period unless amended by minimum votes, as provided by said state law; and,

WHEREAS, these guidelines and criteria shall not be construed as implying or suggesting that the County of Colorado, or any other taxing jurisdiction is under any obligations to provide tax abatement or other incentives to any applicant, and all applicants shall be considered on a case-by-case basis; and,

WHEREAS, these guidelines and criteria are approved for circulation to all affected taxing jurisdictions for consideration as a common policy for all jurisdictions that choose to participate in tax abatement agreements; and,

WHEREAS, Commissioners Court of Colorado County, Texas previously approved and authorized Guidelines and Criteria for granting Tax Abatement in Colorado County, Texas dated

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October 27, 2014 ("Prior Guidelines") and now desires to amend and restate the Prior Guidelines in their entirety as of the date of the newly approved and authorized amended and restated guidelines and criteria herein; and,

WHEREAS, the Commissioners Court of Colorado County, Texas has approved and authorized these amended and restated guidelines and criteria; and,

NOW, THEREFORE BE IT RESOLVED THAT said guidelines and criteria are as follows:

Section 1 – DEFINITIONS.

(a) **"Abatement"** means the full or partial exemption from ad valorem taxes of certain eligible property in a Reinvestment Zone designated by Colorado County, Texas (sometimes referred to herein as "Colorado County" or the "County") to promote economic development.

(b) **"Aquaculture/Agriculture Facility"** means buildings, structures and major earth structure improvements, including fixed machinery and equipment; the primary purpose of which is the hatching, incubation, nursing, maturing and/or processing to marketable size aquatic culture in commercially marketable quantities or the processing, refining, packaging, and distribution of food and/or fiber products in commercially marketable quantities.

(c) **"Affected jurisdiction"** means Colorado County, Texas and any other tax jurisdiction with any substantial parts of its area located in Colorado County; and, that levies ad valorem taxes upon and/or provides services to property located and specified in Colorado County, Texas; and that chooses to participate in tax abatement agreements by or pursuant to these guidelines.

(d) **"Agreement"** means a contractual agreement between a property owner or lessee, or both, and an affected jurisdiction for the purpose of tax abatement.

(e) **"Base Year Value"** means the assessed value of eligible property on January 1, preceding the execution of the agreement plus the agreed upon value of eligible property improvements made after January 1, but before the execution of the agreement.

(f) **"Deferred maintenance"** means improvements necessary for continued operations which do not improve productivity or alter the process technology.

(g) **"Distribution Center Facility"** means buildings and structures, including machinery and equipment, used or to be used primarily to receive, store, service or distribute goods or materials owned by the facility, from which a majority of revenues generated by activity at the facility are derived from outside of Colorado County.

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(h) **"Expansion"** means the addition of buildings, structures, machinery or equipment for purposes of increasing production capacity.

(i) **"Facility"** means property improvements completed or in the process of construction which together comprise an integral whole.

(j) **"Manufacturing Facility"** means buildings and structures, including machinery and equipment, the primary purpose of which is or will be the manufacture of tangible goods or materials or the processing of such goods or materials by physical or chemical change.

(k) **"Modernization"** means the upgrading and/or replacement of existing facilities which increases the productive input or output, updates the technology or substantially lowers the unit cost of the operation. Modernization may result from the construction, alteration or installation of buildings, structures, fixed machinery or equipment. It shall not be for the purpose of reconditioning, refurbishing or repairing.

(l) **"Electric Power Generation Facility"** means buildings or structures, including fixed machinery and equipment, used or to be used primarily in the generation or transmission of electricity.

(m) **"New Facility"** means a property previously undeveloped which is placed into service by means other than or in conjunction with expansion or modernization.

(n) **"Office Building"** means a new office building.

(o) **"Other Basic Industry"** means buildings and structures including fixed machinery and equipment not elsewhere described, used or to be used for the production of products or services which serve a market primarily outside the County and result in the creation of new permanent jobs and create new wealth in the county.

(p) **"Productive Life"** means the number of years a property improvement is expected to be in service in a facility.

(q) **"Regional Entertainment/Tourism Facility"** means buildings and structures, including fixed machinery and equipment, used or to be used to provide entertainment and/or tourism related services, from which a majority of revenues generated by activity at the facility are derived from outside Colorado County.

(r) **"Research Facility"** means buildings and structures, including machinery and equipment, used or to be used primarily for research or experimentation to improve or develop new tangible goods or materials or to improve or develop the production processes thereto.

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(s) **"Regional Service Facility"** means buildings and structures, including fixed machinery and equipment, used or to be used to provide a service, from which a majority of revenues generated by activity at the facility are derived from outside Colorado County.

(t) **"Reinvestment Zone"** means Real Property designation as a Reinvestment Zone under the provisions of the Texas Tax Code, including any related, successor or amended tax statutes or rules.

(u) **"Tangible Personal Property"** means any Personal Property not otherwise defined herein and which is necessary for the proper operation of any type of Facility.

Section 2 – ABATEMENT AUTHORIZED.

(a) **Authorized Facility.** A facility may be eligible for abatement if it is an Aquaculture/Agriculture Facility, a Distribution Center Facility, an Electric Power Generation Facility, a Manufacturing Facility, an office building, a Regional Entertainment/Tourism Facility, a Research Facility, a Regional Service Facility, a hotel/motel, Other Basic Industry.

(b) **Creation of New Value.** Abatement may only be granted for the additional value of eligible property improvements made subsequent to and specified in an abatement agreement between the County and the property owner, lessee or lessor, subject to such limitations as the guidelines and criteria may require.

(c) **New and Existing Facilities.** Abatement may be granted for new facilities and improvements to existing facilities for purposes of modernization or expansion.

(d) **Eligible Property.** Abatement may be extended to the value of buildings, structures, fixed machinery and equipment, site improvements, plus that office space and related fixed improvements necessary to the operation and administration of the facility.

(e) **Ineligible Property.** The following types of property shall be fully taxable and ineligible for abatement: land, inventories, supplies, tools, vehicles, vessels, aircraft, housing or residential property, deferred maintenance investments, property owned or used by the State of Texas or its political subdivisions or by any organization owned, operated or directed by a political subdivision of the State of Texas.

(f) **Owned/Leased Facility.** If a leased facility is granted abatement, the agreement shall be executed with the lessor or lessee.

(g) **Value and Term of Abatement.** Abatement shall be granted effective with the January 1 valuation date immediately following the date of execution of the agreement or commence upon receipt of a Certificate of Occupancy, Substantial Completion or Commercial Operation Date as outlined in the agreement. The value of new eligible properties shall be abated according to one of the following two tables, or Section 2(k) below:

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TIER 1: \$250,000.00 TO \$999,999.99 IMPROVEMENTS

Year 1 ——— 100% Abatement
Year 2 ——— 80% Abatement
Year 3 ——— 60% Abatement
Year 4 ——— 40% Abatement
Year 5 ——— 20% Abatement

**TIER 2: \$1,000,000.00 + IMPROVEMENTS AND
RETENTION OR CREATION OF 10 JOBS**

Year 1 ——— 100% Abatement
Year 2 ——— 100% Abatement
Year 3 ——— 75% Abatement
Year 4 ——— 50% Abatement
Year 5 ——— 25% Abatement

If a modernization project includes facility replacement, the abated value shall be the value of the new unit(s) less the value of the old unit(s).

(h) **Other Economic Qualifications.** In order to be eligible for tax abatement the planned improvement must meet the following requirements:

- (1) Tier 2 applications must retain not less than 10 employees or create employment for not less than 10 persons associated with the production of goods and services at the authorized facility on a full-time permanent basis in Colorado County. Each two or more part-time permanent employees totaling an average of not less than 40 hours per week may be considered as one full time permanent employee.
- (2) Must not solely or primarily have the effect of transferring employment from one part of Colorado County to another.

(i) **Taxability.** From the execution of the abatement contract to the end of the agreement period, taxes shall be payable as follows:

- (1) The value of ineligible property as provided in Section 2(e) shall be fully taxable.
- (2) The Base Year Value of existing eligible property as determined each year shall be fully taxable.
- (3) The additional value of new eligible property shall be taxable in the manner described in Section 2(g) and Section 2(k).

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(j) Tier 2 applicants must agree to remain in production for at least three (3) years after the abatement is complete or the applicant shall reimburse the County for 100% of the taxes for years 3, 4 and 5 of the abatement.

(k) The County reserves the right to negotiate abatement agreements outside of the Tier 1 and Tier 2 structures listed above (including without limitation abatement periods of up to ten (10) years and abatement percentages up to 100% in each abatement tax year and reserves the right to consider receiving payments in lieu of tax (PILOTS)).

Section 3 – APPLICATION: PUBLIC HEARING.

(a) Any present or potential owner of taxable property in Colorado County may request tax abatement by filing written request with the County, and have it filed with the County Clerk of the County.

(b) The application shall consist of a completed application form accompanied by:

- (1) a general description of the proposed use and the general nature and extent of the modernization, expansion or new improvements to be undertaken;
- (2) a description list of the improvements which will be a part of the facility;
- (3) a map and property description;
- (4) a time schedule for undertaking and completing the planned improvements;
- (5) in the case of modernizing, a statement of the assessed *value* of the facility, separately stated for real and personal property, shall be given for the tax year immediately preceding the application; and,
- (6) the application form may require such financial and other information as deemed appropriate for evaluating the financial capacity of the applicant and other factors of the application.

(c) Upon receipt of a completed application, the County Clerk receiving such application shall notify in writing the presiding officer of the Commissioners Court of the County ("Commissioners Court"). Before acting upon the application, the County receiving such application shall through public hearings afford the applicant an opportunity to show cause why the abatement should be granted.

(d) Notice of the public hearing shall be clearly identified on an agenda of the Commissioners Court receiving such application and shall be posted at least 10 days prior to the public hearing. At least seven (7) days prior to the public hearing the County must send written

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notice to the presiding officers of all taxing units with jurisdiction over the property for which an abatement is sought and must publish notice of the hearing time, place and subject in the local newspaper. At the hearing the Commissioners Court shall evaluate the application against the criteria in Section 2 and decide whether to designate the property for which an abatement is sought as a reinvestment zone. If the reinvestment zone is not designated, the application fails, although it may be amended and resubmitted. If the reinvestment zone is designated, the Commissioners Court shall pass an order to that effect and may then arrange to consider for approval the tax abatement agreement between the applicant and the County at its next regularly scheduled meeting. At least seven (7) days prior to entering into a tax abatement agreement, County must give written notice of its intent to do so to the presiding officers of all taxing units with jurisdiction over the property for which an abatement is sought, along with a copy of the proposed tax abatement agreement. At the regularly scheduled meeting, the Commissioners Court may finally vote by simple majority to enter into the tax abatement agreement or to decline. An approved tax abatement agreement may be executed in the same manner as other contracts made by the County.

(e) If the County determines that the application should receive expedited consideration, then the County Judge shall schedule an opportunity to obtain public input on the application at the Commissioners Court next meeting. At least seven (7) days prior to the meeting, the County must send written notice to the presiding officers of all taxing units with jurisdiction over the property for which an abatement is sought and must publish notice of the hearing time, place and subject in the local newspaper. Also at this time, the County must give written notice of its intent to enter into a tax abatement agreement to the presiding officers of all taxing units with jurisdiction over the property for which the abatement is sought, along with a copy of the proposed tax abatement agreement. During the Commissioners Court meeting, the Commissioners Court shall evaluate the application against the criteria in Section 2 and shall decide whether to designate the property for which the abatement is sought as a reinvestment zone. If the reinvestment zone is designated, the Commissioners Court shall pass an order to that effect and may then immediately consider for approval the tax abatement agreement between the applicant and the County. After consideration, the Commissioners Court may finally vote by simple majority to enter into the tax abatement, or the decline. An approved tax abatement agreement may be executed in the same manner as other contracts made by the County.

(f) The County, in receiving the application, shall, not more than 60 days after receipt of the application, approve or disapprove the application for tax abatement. The presiding officer of the Commissioners Court receiving such application shall notify the applicant of approval or disapproval promptly thereafter.

(g) **Variance.** Requests for variance from the provisions of Section 2 may be made in written form to the presiding officer of the Commissioners Court receiving the application. Such request shall include a complete description of the circumstances explaining why the applicant should be granted a variance. The approval process for a variance shall be identical

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to that for a standard application and may be supplemented by such additional requirements as may be deemed necessary by the County.

Section 4 – STANDARDS FOR DENYING APPROVAL OF ABATEMENT; EFFECT OF APPROVAL OF APPLICATION.

(a) Should the County be able to show cause in the public hearing why the granting of abatement will have substantial adverse effect on its bonds, tax revenue, service capacity or the provision of service, that showing shall be reason for the County receiving the application to deny any granting of abatements.

(b) No abatement agreement shall be authorized if it is determined that:

- (1) There would be a substantial adverse effect on the provision of a government service or tax base of the County.
- (2) The applicant has insufficient financial capacity.
- (3) Planned or potential use of the property would constitute a hazard to the public safety, health or morals.
- (4) Planned or potential use of the property violates other codes or laws.

The Colorado County Commissioners Court acts only for the taxing entity of Colorado County and for no other taxing entity within Colorado County. The County's approval or disapproval of an application has no effect on any other taxing entity within the jurisdiction or their right to approve or disapprove an application. Only the governing bodies of the affected jurisdictions may grant tax abatements, and enter into tax abatement agreements with applicants.

Section 5 – AGREEMENT.

(a) After approval for tax abatement, the County shall execute an agreement with the applicant (owner of the facility, and if applicable, the lessee involved which shall include:

- (1) Estimated value to be abated and the Base Year Value.
- (2) Percent of value to be abated each year as provided in Section 2(g) and Section 2(k).
- (3) The commencement date and the termination date of abatement.
- (4) The proposed use of the facility, nature of construction, time schedule for undertaking and completing the planned improvements, map, property description and improvements list as provided in Application, Section 3(b).

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(5) Contractual obligations in the event of default, violation of terms or conditions, delinquent taxes, recapture, administration and assignment as provided in Sections 2, 6, 7 and 8, and other provisions that may be required for uniformity or by state law.

(6) Amount of investment and average number of jobs involved for the period of abatement.

(b) Such agreement shall be executed within 60 days after the applicant has forwarded all necessary information and documentation to the County receiving the application, unless the governing taxing authority executing the agreement waives the sixty (60) day requirement.

Section 6 – RECAPTURE.

(a) In the event that the facility is completed and begins producing product or service, but subsequently discontinues producing product or service for any reason excepting fire, explosion or other casualty or accident or natural disaster for a period of more than one (1) year during the abatement period, then the agreement shall terminate and so shall the abatement of taxes for the calendar year during which the facility no longer produces. The taxes otherwise abated for that calendar year shall be paid to the affected jurisdiction within sixty (60) days from the date of termination.

(b) Should the County establishing a tax abatement agreement determine that a company or individual is in default according to the terms and conditions of its agreement, the County shall notify the Company or individual in writing at the address stated in the agreement, and if such is not cured within sixty (60) days from the date of such notice ("Cure Period"), then the agreement shall be terminated; provided, however, if such failure cannot be cured within such sixty (60) day period and the company or individual has commenced remedial action to cure such failure (and continued to diligently and timely pursue the completion of such remedial action), the company or individual shall be entitled to a total of one hundred eighty (180) days after receipt of notice within which to cure such default.

(c) In the event that the company or individual

(1) allows its ad valorem taxes owed the County or an affected jurisdiction to become delinquent after all applicable notice and cure periods and fails to timely and properly follow the legal procedures for their protest and/or contest, or

(2) violates any of the terms and conditions of the abatement agreement and fails to cure same during the Cure Period, the agreement may then be terminated and all taxes previously abated by virtue of the agreement will be recaptured and paid within sixty (60) days of the termination.

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Section 7 – ADMINISTRATION.

(a) The Chief Appraiser of the County shall annually determine an assessment of applicant's real and personal property located in the County Reinvestment Zone and comprising the facility. Each year the company or individual receiving abatement shall furnish the assessor with such information as may be necessary for abatement, including the number of new or retained employees associated with the facility. Once value has been established the Chief Appraiser shall notify the affected jurisdictions which levies taxes on the amount of the assessment.

(b) The agreement shall stipulate that employees and/or designated representatives of the jurisdiction entering into a tax abatement agreement will have access to the property during the term of the abatement to inspect the facility to determine if the terms and conditions of the agreement are being met. All inspections will be made only after the giving of twenty-four (24) hours prior notice and will only be conducted in such manner as to not unreasonably interfere with the construction and/or operation of the facility. All inspections will be made with one or more representatives of the company or individual and in accordance with its safety standards.

(c) Upon completion of construction the jurisdiction establishing the tax abatement agreement shall annually evaluate each facility and report possible violations of the contract and/or agreement to the Commissioners Court.

(d) All proprietary information acquired by the County for purposes of monitoring compliance with the terms and conditions of an abatement agreement shall be considered confidential. As required by Section 312.003 of the Texas Tax Code, information that is provided to the County in connection with an application or a request for a tax abatement that describes the specific processes or business activities to be conducted or the equipment or other property to be located on the property for which the abatement is sought is confidential and not subject to public disclosure until the tax abatement is executed.

Section 8 – ASSIGNMENT.

(a) Abatement may be transferred and assigned by the holder to a new owner of the same facility upon the approval by resolution of the affected jurisdiction, subject to the financial capacity of the assignee and provided that all conditions and obligations in the abatement agreement are guaranteed by the execution of a new contractual agreement with the affected jurisdiction.

(b) The contractual agreement with the new owner shall not exceed the termination date of the abatement agreement with the original owner.

(c) No assignment or transfer shall be approved if the parties to the existing agreement, are liable to the County for outstanding taxes or other obligations.

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Section 9 –SUNSET PROVISION.

(a) These Guidelines and Criteria are effective upon the date of the adoption and will remain in force for two (2) years, at which time all tax abatement contracts created pursuant to its provisions will be reviewed by Colorado County's Commissioners Court to determine whether the goals have been achieved. Based on that review, the Guidelines and Criteria may be modified, renewed or eliminated, providing that such actions shall not affect existing contracts.

(b) This policy is mutually exclusive of any existing Industrial District Contracts and owners of real property in areas deserving of specific attention as agreed by Colorado County's Commissioners Court.

(c) Prior to the date for review, as defined above, these "Guidelines and Criteria" may be modified by a two-thirds vote of the Commissioners Court, as provided for under the laws of the State of Texas, providing that such actions shall not affect existing contracts.

Section 10 – SEVERABILITY AND LIMITATIONS.

(a) In the event that any section, clause, sentence, paragraph or any part of these Guidelines and Criteria shall, for any reason be adjudged by any court of competent jurisdiction to be invalid such invalidity shall not affect, impair, or invalidate the remainder of these Guidelines and Criteria.

(b) If these Guidelines and Criteria have omitted any mandatory requirements of the applicable tax abatement laws of the State of Texas, then such requirements are hereby incorporated as a part of these Guidelines and Criteria.

Section 11. – DISCRETION OF THE COUNTY.

The adoption of these Guidelines and Criteria by the County does not:

(a) Limit the discretion of the Commissioners Court to decide whether to enter into a specific Agreement, which absolute right of discretion the Commissioners Court reserves unto itself, whether or not such discretion may be deemed arbitrary, or without basis in fact;

(b) Limit the discretion of the Commissioners Court to delegate to its employees or assigns the authority to determine whether or not the Commissioners Court should consider a particular application or request for tax abatement; or

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(c) Create any property, contract, or other legal rights in any person or entity to have the Commissioners Court consider or grant a specific application or request for tax abatement.

The foregoing was adopted by the Colorado County Commissioners Court on the 23rd day of January 2017.

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_14. Examine and approve all accounts payable and budget amendments.

Motion by Commissioner Hahn to approve all accounts payable with additions of Precinct No. 4; seconded by Commissioner Gertson; 5 ayes 0 nays; motion carried, it was so ordered.

(See Attachment)

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01/28/2019--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0012 GENERAL FUND CYCLE: ALL PAGE 3
 TIME:08:46 AM CLAIMS FOR PAYMENT AS OF JAN. 28, 2019 PREPARER:0004

DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
	ARROW	201792	A	EZ-IO POWER DRIVER/INV#9500885056	302.31
	BOUND TREE MEDICAL, LLC	201788	A	AMBULANCE SUPPLIES/INV#83076318	632.60
	BOUND TREE MEDICAL, LLC	201936	A	AMBULANCE SUPPLIES/INV#83084259	209.23
	CE SOLUTIONS	201943	A	2YR UNLIMITED CEU PROGRM/INV#165303	645.00
	CHASE CARD SERVICES	201908	A	ONLINE FTO CLASS FOR GREENWOOD	80.00
	COMMAND COMMUNICATIONS	201784	A	(6) EFJ VHF-7/800 Mhz RADIOS	24,317.82
	D-ZEE'S AUTOMOTIVE	201944	A	TRUCK REPAIR/INV#0028043	988.86
	DISH	201797	A	WEIMAR EMS CABLE	60.50
	EMS MANAGEMENT & CONSULTANTS, INC.	201793	A	DEC EMS BILLING SVCS/INV#034955	469.82
	GALLS, LLC	201938	A	CLIP ON TIE/INV#011659296	6.99
	HENRY SCHEIN INC.	201937	A	AMBULANCE SUPPLIES/INV#61112475	145.23
	INTELLICHOICE, INC.	201794	A	E-FORCE LICENSE & SUPPORT FEE	1,243.20
	MICHAEL FURRH	201948	A	REIMB FOR TITLE TRANSFER	28.00
	MICHELLE KING	201785	A	PARAMEDIC BOOKS	486.18
	O'REILLY AUTO PARTS	201780	A	GAS CAN, PLIERS & OIL/CUST#1269382	45.87
	O'REILLY AUTO PARTS	201947	A	ANTI-FREEZE & DRAIN PLUG/#1269382	21.19
	ON SITE DECALS, LLC	201783	A	DECALS ON 2018 SPRINTER AMBULANCE	2,995.00
	PRAXAIR DISTRIBUTION, INC.	201939	A	OXYGEN/INV#87145961	519.67
	QUADMED, INC.	201789	A	AMBULANCE SUPPLIES/INV#145061	249.19
	QUADMED, INC.	201790	A	AMBULANCE SUPPLIES/INV#145127	12.87
	STATION AUTOMATION, INC.	201949	A	PSTRAX LICENSE & MODULE SETUP FEES	4,905.00
	STAVINOKA TIRE PROS LLC	201786	A	BALANCE TIRES/INV#55937, 55437	140.00
	STRYKER SALES CORPORATION	201787	A	STRETCHER MO MAINT/INV#2569935M	403.04
	SYNCB/AMAZON	201819	A	STREAMLIGHT FOR EMS	103.59
	SYNCB/AMAZON	201822	A	USB FLASH DRIVE & SPLICE CONNECT	157.99
	TOMMIE VAUGHN AUTO COUNTRY, INC.	201779	A	2019 FORD F450 TRUCK	44,716.00
	WALMART COMMUNITY/RFCSLLC	201781	A	SPEAKERS/TR#03689	38.94
	WALMART COMMUNITY/RFCSLLC	201782	A	BUG REMOVER, SPONGES & MCR CLTH/8679	40.70
	WALMART COMMUNITY/RFCSLLC	201940	A	SOAP REFILL & PAPER TOWELS/TR#02383	29.12
	WALMART COMMUNITY/RFCSLLC	201941	A	BATTERIES/TR#07662	14.94
	WALMART COMMUNITY/RFCSLLC	201942	A	WASH CLOTH & BATH RUG/TR#08370	27.72
	DEPARTMENT TOTAL				85,148.76
0553-CONSTABLE, PCT #3					
	SHERIFFS' ASSOCIATION OF TEXAS	201815	A	MEMBERSHIP DUES/ID#25615	25.00
	DEPARTMENT TOTAL				25.00
0555-911 RURAL ADDRESSING					
	PRESTIGE OFFICE PRODUCTS, LLC	201776	A	OFFICE SUPPLIES/INV#112109	57.26
	PRESTIGE OFFICE PRODUCTS, LLC	201778	A	TISSUES/INV#112141	15.25
	SYNCB/AMAZON	201820	A	PORTS TO HD CABLES FOR 911	32.97
	DEPARTMENT TOTAL				105.48
0560-COUNTY SHERIFF					
	A L & M BUILDING SUPPLY	201928	A	RUBBER WASHERS/CUST#5134	4.80
	AT&T MOBILITY	201982	A	CELLULAR SVC/ACCT#826401607	563.19
	BRASHER MOTOR CO. OF WEIMAR, INC	201919	A	OIL CHG/INV#256975	59.95
	CHASE CARD SERVICES	201907	A	CPR CARDS FOR SHERIFF'S OFFICE	150.00
	COLORADO CO TAX ASSESSOR/COLLECTOR	201896	A	VEHICLE REG RENEWAL/LP#1098009	7.50
	COLORADO CO TAX ASSESSOR/COLLECTOR	201897	A	VEHICLE REG RENEWAL/LP#1197458	7.50
	COLORADO CO TAX ASSESSOR/COLLECTOR	201915	A	VEHICLE REG RENEWAL/LP#1318059	7.50
	COLORADO CO TAX ASSESSOR/COLLECTOR	201994	A	VEHICLE REG RENEWAL/LP#1197459	7.50
	COLUMBUS BEARING & INDUST	201916	A	SCREWS/CUST#201458	0.70
	COLUMBUS TIRE CENTER	201988	A	BALANCE TIRES/INV#200780	25.00
	CONTEGO HIM, INC.	201991	A	LASERFICHE CLOUD-ENCRYPTION SVC	840.00
	FEDERAL EXPRESS CORP	201875	A	SHIPPING CHGS/INV#6-419-13303	31.50
	O'REILLY AUTO PARTS	201871	A	MINI BULB/CUST#1269383	5.62

**MINUTES OF THE COLORADO COUNTY
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01/28/2019--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0012 GENERAL FUND CYCLE: ALL PAGE 4
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DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
	O'REILLY AUTO PARTS	201873	A	PARTS/CUST#1269383	37.94
	O'REILLY AUTO PARTS	201874	A	BATTERIES/CUST#1269383	271.01
	O'REILLY AUTO PARTS	201990	A	ADHESIVE/CUST#1269383	167.99
	ON SITE DECALS, LLC	201877	A	SHERIFF GRAPHICS ON PATROL VEH	265.57
	PRESTIGE OFFICE PRODUCTS, LLC	201878	A	OFFICE SUPPLIES/INV#111882, 112057	318.88
	SCHNEIDER TIRE & LUBE LLC	201868	A	OIL CHG & BAL TIRES/INV#24781	86.98
	SCHNEIDER TIRE & LUBE LLC	201895	A	INSPECTION/INV#24939	7.00
	TOMMIE VAUGHN AUTO COUNTRY, INC.	201852	A	2005 F150 TRUCK REPAIRS/INV#133016	3,342.01
	TOMMIE VAUGHN AUTO COUNTRY, INC.	201992	A	EXPLORER REPAIRS/INV#133557	1,163.36
	TOMMIE VAUGHN AUTO COUNTRY, INC.	201993	A	INSPECTION/INV#66232	7.00
	WALMART COMMUNITY/RFCSELLC	201876	A	FLASH DRIVE/TR#06810	19.97
	WATCHGUARD VIDEO	201996	A	VISTA WEARABLE CAMERA/ADVREP147482	750.00
	YORKTOWN INDUSTRIES INDIANA, INC	201917	A	TONER CARTRIDGES/INV#410989Y-IN	980.73
	YORKTOWN INDUSTRIES INDIANA, INC	201918	A	BLU-RAY DISCS/INV#411011Y-IN	162.00
	DEPARTMENT TOTAL				9,291.20
0565-OPERATION OF JAIL					
	A L & M BUILDING SUPPLY	201853	A	PAINT, RUST COAT, ANT KILLER/#5134	79.90
	A L & M BUILDING SUPPLY	201923	A	PAINT & PAINT SUPPLIES/CUST#5134	67.22
	A L & M BUILDING SUPPLY	201927	A	PAINT & BRUSHES/CUST#5134	24.35
	A-1 SHINER FIRE & SAFETY, INC.	201924	A	SMOKE DETECTOR/INV#8222	100.25
	COLUMBUS BEARING & INDUST	201989	A	BEARING/CUST#201458	9.42
	COLUMBUS COMMUNITY HOSPITAL	201825	A	INMATE ER CHGS/20292101/12-29-18	290.57
	COLUMBUS PLUMBING & SERVICE, INC.	201855	A	(4) SLOAN KITS/INV#1973	100.00
	CONCORD MEDICAL GROUP, PLLC	201824	A	INMATE ER DR CHGS/0078471792/12-29	79.62
	EL CAMPO REFRIGERATION	201959	A	REPAIRS TO STOVE/INV#51621	288.75
	H.E. BUTT GROCERY COMPANY	201777	A	BREAD & BUNS/INV#099258, 099259	95.58
	H.E. BUTT GROCERY COMPANY	201926	A	BREAD, BUNS & FRUIT. CUPS/INV#006194	72.12
	LABATT FOOD SERVICE	201854	A	WEEKLY FOOD ORDER/INV#01141823	812.16
	LABATT FOOD SERVICE	201856	A	WEEKLY FOOD ORDER/INV#01103980	722.88
	LABATT FOOD SERVICE	201920	A	WEEKLY FOOD ORDER/INV#01173406	885.57
	LABATT FOOD SERVICE	201960	A	WEEKLY FOOD ORDER/INV#01242520	1,753.57
	MATERA PAPER COMPANY	201921	A	CAN LINERS & TISSUE/INV#H423291	176.46
	PTS OF AMERICA, LLC	201957	A	TRANSPORT INMATE/INV#170941	500.00
	ROSENBAUM ELECTRIC	201925	A	REPLACE LITES TO LED & PLUGS TO GFI	3,071.49
	SOUTHERN HEALTH PARTNERS, INC	201840	A	FEB INMATE MEDICAL CONTRACT SVCS	9,096.88
	TOEPPERWEIN AIR-CONDITIONING	201978	A	A/C REPAIRS/INV#12763, 12762, 12769	4,028.36
	WALMART COMMUNITY/RFCSELLC	201866	A	BATTERY/TR#08740	39.88
	WALMART COMMUNITY/RFCSELLC	201958	A	CLEANING SUPPLIES/TR#05133	98.05
	DEPARTMENT TOTAL				22,393.08
0580-VETERAN SERVICE OFFICER					
	PRESTIGE OFFICE PRODUCTS, LLC	201893	A	OFFICE SUPPLIES/INV#111880	115.60
	DEPARTMENT TOTAL				115.60
0585-INFORMATION TECHNOLOGY					
	LIFTOFF, LLC	201997	A	EMAIL & OFFICE 365 LICENSE/INV#3621	9,120.00
	SYNCB/AMAZON	201818	A	USB CABLE FOR IT	8.37
	SYNCB/AMAZON	201823	A	TOOLS FOR IT	188.33
	DEPARTMENT TOTAL				9,316.70
0640-CONTRACT SERVICES					
	HENNEKE FUNERAL HOME, LTD.	201898	A	TRANSPORT BODY ON 1-5-19	550.00
	HENNEKE FUNERAL HOME, LTD.	201899	A	TRANSPORT BODY ON 1-5-19	550.00
	HENNEKE FUNERAL HOME, LTD.	201900	A	TRANSPORT BODY ON 1-9-19	830.00
	DEPARTMENT TOTAL				1,930.00
0645-INDIGENT HEALTH CARE					

MINUTES OF THE COLORADO COUNTY
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01/28/2019--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0012 GENERAL FUND CYCLE: ALL PAGE 5
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DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
	.BRYAN RADIOLOGY ASSOCIATES	201836	A	X-RAY/BRA9739/12-19-18/IHC	38.22
	BRYAN RADIOLOGY ASSOCIATES	201837	A	X-RAY/BRA7995/12-4-18/IHC	51.86
	COLUMBUS COMMUNITY HOSPITAL	201831	A	MRI/20287116/11-15-18/IHC	755.09
	COLUMBUS COMMUNITY HOSPITAL	201832	A	MRI/20288915/12-4-18/IHC	975.59
	COLUMBUS COMMUNITY HOSPITAL	201833	A	LAB/20286568/11-9-18/IHC	387.59
	COLUMBUS COMMUNITY HOSPITAL	201834	A	NUC MED/DX/20290610/12-19-18/IHC	393.47
	COLUMBUS COMMUNITY HOSPITAL	201835	A	SURGERY/20280642/10-4 TO 10-6/IHC	12,667.52
	COLUMBUS COMMUNITY HOSPITAL	201839	A	LAB/20291070/12-17-18/IHC	242.06
	INDIGENT HEALTHCARE SOLUTIONS, LTD.	201827	A	FEB IHC PROFESSIONAL SVCS/INV#67145	1,059.00
	ST MARKS MEDICAL CENTER	201826	A	X-RAY/209955501/1-10-19/IHC	60.90
	YOUENS AND DUCHICELA CLINIC	201838	A	OFFICE VISIT/1760/12-26-18/IHC	94.23
	DEPARTMENT TOTAL				16,725.53
0695-MISCELLANEOUS					
	KNOWBE4, INC.	201814	A	SECURITY AWARENESS TRAINING	2,351.91
	LAURA MALDONADO	201857	A	NOTARY RENEWAL	92.90
	NEOPOST USA INC	201796	A	INCREASE IN MAIL MACHINE LEASE	10.66
	NEOPOST USA INC	201867	A	MAIL MACHINE LEASE PMT/INV#N517550	187.08
	NEOPOST USA INC	201869	A	MAIL MACHINE MAINT PMT/INV#N517551	36.78
	NEOPOST USA INC	201870	A	MAIL MACHINE LEASE PMT/INV#N7535931	187.08
	NEOPOST USA INC	201872	A	MAIL MACHINE MAINY PMT/INV#N7517547	36.78
	SCHNEIDER TIRE & LUBE LLC	201995	A	INSPECTION/INV#24770	7.00
	STAN WARFIELD	201850	A	REIMB FOR ROLL OF STAMPS	50.00
	TERRACON CONSULTANTS, INC.	201999	A	FIELD, LAB TEST, & REPORTS/ALTAIR	27,060.00
	TEXAS ASSOCIATION OF COUNTIES	201955	A	MEMBERSHIP DUES/INV#231554/450	1,090.00
	DEPARTMENT TOTAL				31,110.19
FUND TOTAL					351,172.08

01/28/2019--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0014 AIRPORT FUND CYCLE: ALL PAGE 6
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DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0520-AIRPORT FUND EXPENDITURES					
	AIRNAV, LLC	201799	A	RENEWAL OF LISTING/INV#1984066	36.00
	RISE BROADBAND	201802	A	INTERNET @ AIRPORT	68.78
	DEPARTMENT TOTAL				104.78
FUND TOTAL					104.78

**MINUTES OF THE COLORADO COUNTY
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01/28/2019--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0021 R&B PCT #1 CYCLE: ALL PAGE 7
 TIME:08:46 AM CLAIMS FOR PAYMENT AS OF JAN. 28, 2019 PREPARER:0004

DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0621-R&B #1 TOTAL DISBURSEMNTS					
	ASCO EQUIPMENT	201952	A	PARTS/INV#PSO050075-1, PSR002549-1	349.66
	MUSTANG CAT	201950	A	(2) BATTERIES/INV#PART4858514	340.96
	WALLER COUNTY ASPHALT, INC	201951	A	25.57 TONS COLD MIX/INV#16029	2,684.85
	DEPARTMENT TOTAL				3,375.47
	FUND TOTAL				3,375.47

01/28/2019--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0022 R&B PCT #2 CYCLE: ALL PAGE 8
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DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0622-PCT #2 TOTAL DISBURSEMNTS					
	A-LINE AUTO PARTS	201931	A	FUEL LINE/CUST#45775	2.76
	ALAMO CONCRETE PRODUCTS	201977	A	20 CUBIC YARDS 3000 PSI/INV#1122996	2,040.00
	BRASHER MOTOR CO. OF WEIMAR, INC	201887	A	PARTS/INV#32891, 32905	52.78
	CINTAS CORPORATION	201932	A	UNIFORMS/INV#4015154688, 4015461732	259.40
	COLORADO CO TAX ASSESSOR/COLLECTOR	201929	A	VEHICLE REG RENEWAL/LP#1229321	7.50
	COLORADO COUNTY OIL CO., INC.	201882	A	600 GALS GAS, 1300 GALS DIESEL/378061	3,737.18
	COLUMBUS BEARING & INDUST	201879	A	PARTS/CUST#201426	81.81
	COLUMBUS BEARING & INDUST	201890	A	HYD HOSE/CUST#201426	30.37
	COLUMBUS BEARING & INDUST	201935	A	PARTS/CUST#201426	220.20
	CONTECH ENGINEERED SOLUTIONS LLC	201889	A	CULVERT/INV#17830827	244.80
	DON'S REPAIR SHOP	201884	A	CYLINDER REPAIR/INV#6111	653.00
	DON'S REPAIR SHOP	201933	A	INSPECTION/INV#6117	7.00
	EDWARD J. SEIFERT OIL CO.	201886	A	HYDRALIC & MOTOR OIL/INV#49455	1,742.00
	HOFFER TRUCK COMPANY, INC.	201979	A	INJECTOR PUMP SEAL/INV#277271	30.44
	KIMBALL MIDWEST	201880	A	NUTS, BOLTS & WASHERS/INV#6855737	87.72
	KLESEL'S AUTO TRUCK & TRACTOR, INC.	201885	A	PARTS/INV#99160	192.96
	M-G FARM SERVICE CENTER	201881	A	LOCKS, KEYS & FILES/CUST#3310	38.56
	M-G FARM SERVICE CENTER	201953	A	CHAIN SAW BAR & CHAIN/CUST#3310	65.98
	MCCOY'S BUILDING SUPPLY	201934	A	COUPLERS & BLADES/INV#1268364	14.96
	PRIHODA GRAVEL CO.	201888	A	30.5 TN ROCK & 672 YDS GRAVEL/11405	6,633.95
	WALLER COUNTY ASPHALT, INC	201883	A	25.03 TONS COLD MIX/INV#16047	2,615.64
	WALLER COUNTY ASPHALT, INC	201976	A	26.06 TONS COLD MIX/INV#16088	2,723.27
	WINDSHIELD XPRESS, INC.	201930	A	WINDSHIELD/INV#26207	435.00
	DEPARTMENT TOTAL				21,917.28
	FUND TOTAL				21,917.28

MINUTES OF THE COLORADO COUNTY
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01/28/2019--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0023 R&B PCT #3 CYCLE: ALL PAGE 9
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DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0623-R&B #3 TOTAL DISBURSEMNTS					
	CINTAS CORPORATION	201911	A	UNIFORMS/INV#4014780816, 4015154752	280.20
	CINTAS CORPORATION	201912	A	UNIFORMS/INV#4015461818	120.36
	COLORADO CO TAX ASSESSOR/COLLECTOR	201795	A	VEHICLE REG RENEWAL/LP#1229138	7.50
	COLORADO COUNTY OIL CO., INC.	201913	A	BUCKET OF GREASE/INV#377856	349.56
	MTF EQUIPMENT INC.	201914	A	TIRE REPAIR SUPPLIES/INV#150879	376.14
	DEPARTMENT TOTAL				1,133.76
	FUND TOTAL				1,133.76

01/28/2019--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0024 R&B PCT #4 CYCLE: ALL PAGE 10
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DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0624-PCT #4 TOTAL DISBURSEMNTS					
	BLUETARP CREDIT SERVICES	201968	A	SHOP SUPPLIES/ACCT#142550	171.97
	BROOKSIDE EQUIPMENT SALES, INC.	201969	A	BLADES, BOLTS & NUTS/INV#IK6945	110.53
	BROOKSIDE EQUIPMENT SALES, INC.	201970	A	SPINDLES & BEARINGS/INV#IK76764	1,870.08
	CINTAS CORPORATION #082	201962	A	UNIFORMS/INV#4015541705, 4015194757	207.18
	DARRELL GERTSON	201961	A	MILEAGE (1-14 TO 1-24)	527.22
	MICKELSON'S PUMP SHOP, INC.	201964	A	SOLENOID/INV#46819	237.00
	MUSTANG CAT	201980	A	FILTERS/CUST#068330	253.50
	MUSTANG CAT	201981	A	MOTOR OIL/CUST#068330	282.56
	SCHINDLER LPG, INC.	201971	A	100LB REFILL LP GAS/INV#2362	75.00
	TEXAS CONTRACTORS EQUIPMENT, INC.	201963	A	GRADER BLADES & SNAP RING SET/77216	1,162.15
	V & V REPAIR LLC	201965	A	CLAMPS, NUTS & WASHERS/INV#23748	8.62
	WALLER COUNTY ASPHALT, INC	201972	A	31.16 TONS COLD MIX/INV#16072	2,804.40
	WHARTON TRACTOR COMPANY	201966	A	SEAL KITS/INV#10386W	266.80
	WHARTON TRACTOR COMPANY	201967	A	HYD CYLINDER/INV#10391W	128.57
	DEPARTMENT TOTAL				8,105.58
	FUND TOTAL				8,105.58

**MINUTES OF THE COLORADO COUNTY
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01/28/2019--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0045 LEOSE ACCOUNT CYCLE: ALL PAGE 11
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DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0553-CONSTABLE, PCT #3	TEXAS ASSOCIATION OF COUNTIES	201817	A	JPCA MEMBERSHIP DUES/ACCT#110351	60.00
DEPARTMENT TOTAL					60.00
0560-COUNTY SHERIFF	GUS GEORGE LAW ENFORCEMENT ACADEMY	201842	A	TCIC/NCIC TRAINING/ID#107942	40.00
	OSS ACADEMY	201922	A	INTERPERSONAL COMMUNICATIONS/#55162	45.00
DEPARTMENT TOTAL					85.00
FUND TOTAL					145.00

01/28/2019--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0075 INTEREST & SINKING FUND CYCLE: ALL PAGE 12
 TIME:08:46 AM CLAIMS FOR PAYMENT AS OF JAN. 28, 2019 PREPARER:0004

DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0755-CERTIFICATES, SERIES 2008	BANK OF AMERICA NA	201909	A	INTEREST ONLY FOR 2008 CO'S	72,226.00
DEPARTMENT TOTAL					72,226.00
0760-CERTIFICATES, SERIES 2012	THE BANK OF NEW YORK MELLON	201841	A	INTEREST PMT FOR COLORADO12 CO'S	26,975.00
DEPARTMENT TOTAL					26,975.00
FUND TOTAL					99,201.00

01/28/2019--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 9999 GRAND TOTAL PAGE CYCLE: ALL PAGE 13
 TIME:08:46 AM CLAIMS FOR PAYMENT AS OF JAN. 28, 2019 PREPARER:0004

DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
GRAND TOTAL					485,154.95

MINUTES OF THE COLORADO COUNTY
 COMMISSIONER'S COURT REGULAR MEETING
 JANUARY 28, 2019

ORDER TO AMEND THE 2019 BUDGET
 AS OF JANUARY 28, 2019

Due to unusual and unforeseen circumstances, the Commissioners' Court declares an emergency and grave public necessity to amend the 2019 Budget by transferring from one line item to another line item the following with the exception of taking \$200,000 from General Fund surplus to cover the Altair Disposal legal fees and expenses.

01/28/2019
 TIME:08:41 AM

LISTING OF BUDGET ADJUSTMENTS

PAGE 1
 PREPARER:0004

TRANSACTION NUMBER	TYPE OF ADJUSTMENT	EFFECTIVE DATE	ENTRY DATE	EMPL NUMBER	ACCOUNT NUMBER AND TITLE	ADJUSTMENT AMOUNT
0000004537	CURRENT	01/28/2019	01/28/2019	004	12-540-475 LICENSING FEE	10,000.00
0000004538	CURRENT	01/28/2019	01/28/2019	004	12-540-454 REPAIRS TO AMB/EQUIPMENT	4,000.00-
0000004539	CURRENT	01/28/2019	01/28/2019	004	12-401-475 FIREFIGHTER'S ASSOC	6,000.00-
0000004540	CURRENT	01/28/2019	01/28/2019	004	12-401-403 OUTSIDE LEGAL SERVICES	150,000.00
0000004541	CURRENT	01/28/2019	01/28/2019	004	12-695-419 PROFESSIONAL SERVICES	50,000.00
					TOTAL BUDGET ADJUSTMENTS	5 200,000.00

**MINUTES OF THE COLORADO COUNTY
 COMMISSIONER'S COURT REGULAR MEETING
 JANUARY 28, 2019**

TechVAR LLC
 2800 S IH 35 Suite 260
 Austin, Texas 78704

Invoice

Date	Invoice #
1/5/2019	WR18092225

Bill To
Colorado County Courthouse 400 Spring Street Columbus, TX 78934

P.O. No.	Terms	Project
	Net 30	

Description	FTE	Rate	Amount
Purchase of 80 Endpoint licenses for a 2 year term beginning on 1/5/2019	1	2,640.00	2,640.00
Please make check payable to TechVAR Tax ID # 83-1210913 Wire Transfer to: Frost Bank - Acct # 591867687 - Routing # 114000093		Total	\$2,640.00

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
JANUARY 28, 2019**

COLORADO COUNTY 318 Spring St. - Room 104 Columbus, Texas 78934 (979) 732-2791	VENDOR (Name and Address)					PURCHASE ORDER No. _____				
	<i>Columbus Eye Associates</i>					Date <u>1</u> / <u>17</u> / <u>19</u> <small>Month Day Year</small>				
	Render Invoice in duplicate indicating our Purchase Order Number to Colorado County, Attention County Auditor's Office, 318 Spring St. - Room 104, Columbus, Texas 78934									
	Checked by Co. Judge	Approved by Auditor	Fund	Dept.	Expense	Date Paid	Registered/Check Number			
<i>[Signature]</i>	<i>[Signature]</i>	12	505	405						
Quantity	DESCRIPTION					Unit Price	Amount			
	<i>001/41957 Laura Rosendiz</i>						<i>275.00</i>			
DISTRIBUTION <input type="checkbox"/> White-Auditor <input type="checkbox"/> Pink-Department										
<input checked="" type="checkbox"/> Pay on Invoice Attached <input type="checkbox"/> Invoice to Be Mailed					COMBINATION FORM REQUISITION AND PURCHASE ORDER					

CONDITIONS AND INSTRUCTIONS

- The acceptance of this order implies acceptance of the following conditions: The person or firm filing this order will be governed by it, and payments will be made accordingly. No alterations, substitutions or extra charges of any kind will be permitted without prior approval. Cash discount must be shown on face of invoice. When invoices subject to discount are not mailed on date merchandise is furnished, discount period will be calculated from date invoice is received in the Auditor's office. Payment will be made only to the vendor named herein unless vendee is authorized in writing by vendor to make payments to a third party.
- NOTE: The County of Colorado is exempt from all Federal Excise and State Taxes. DO NOT include tax in your price or invoice.

COLORADO COUNTY SALES TAX EXEMPTION NO:
1-74-6000544-4

AUDITOR

COLORADO COUNTY 318 Spring St. - Room 104 Columbus, Texas 78934 (979) 732-2791	VENDOR (Name and Address)					PURCHASE ORDER No. _____				
	<i>Concord Medical Group PLLC</i>					Date <u>1</u> / <u>22</u> / <u>19</u> <small>Month Day Year</small>				
	Render Invoice in duplicate indicating our Purchase Order Number to Colorado County, Attention County Auditor's Office, 318 Spring St. - Room 104, Columbus, Texas 78934									
	Checked by Co. Judge	Approved by Auditor	Fund	Dept.	Expense	Date Paid	Registered/Check Number			
<i>[Signature]</i>	<i>[Signature]</i>	12	505	405						
Quantity	DESCRIPTION					Unit Price	Amount			
	<i>0078639269 Justin Flores</i>						<i>1103.00</i>			
DISTRIBUTION <input type="checkbox"/> White-Auditor <input type="checkbox"/> Pink-Department										
<input checked="" type="checkbox"/> Pay on Invoice Attached <input type="checkbox"/> Invoice to Be Mailed					COMBINATION FORM REQUISITION AND PURCHASE ORDER					

CONDITIONS AND INSTRUCTIONS

- The acceptance of this order implies acceptance of the following conditions: The person or firm filing this order will be governed by it, and payments will be made accordingly. No alterations, substitutions or extra charges of any kind will be permitted without prior approval. Cash discount must be shown on face of invoice. When invoices subject to discount are not mailed on date merchandise is furnished, discount period will be calculated from date invoice is received in the Auditor's office. Payment will be made only to the vendor named herein unless vendee is authorized in writing by vendor to make payments to a third party.
- NOTE: The County of Colorado is exempt from all Federal Excise and State Taxes. DO NOT include tax in your price or invoice.

COLORADO COUNTY SALES TAX EXEMPTION NO:

AUDITOR

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
JANUARY 28, 2019**

COLORADO COUNTY 318 Spring St. - Room 104 Columbus, Texas 78934 (979) 732-3991	VENDOR (Name and Address)					PURCHASE ORDER		
	<i>Carlin Clinical Lab</i>					No. _____		
						Date <u>1</u> / <u>24</u> / <u>19</u> Month Day Year		
	Render invoice in duplicate indicating our Purchase Order Number to Colorado County, Attention County Auditor's Office, 318 Spring St. - Room 104, Columbus, Texas 78934							
Approved by Auditor <i>[Signature]</i>		Fund <u>12</u>	Dept. <u>305</u>	Expense <u>405</u>	Checked by Co. Treasurer	Date Paid	Registered/Check Number	
Quantity	DESCRIPTION					Unit Price	Amount	
<u>46446</u>							<u>34.50</u>	
							<u>34.50</u>	
<input checked="" type="checkbox"/> Pay on Invoice Attached <input type="checkbox"/> Invoice to Be Mailed					COMBINATION FORM REQUISITION AND PURCHASE ORDER			

CONDITIONS AND INSTRUCTIONS

1. The acceptance of this order implies acceptance of the following conditions: The person or firm filing this order will be governed by it, and payments will be made accordingly. No alterations, substitutions or extra charges of any kind will be permitted without prior approval. Cash discount must be shown on face of invoice. When invoices subject to discount are not mailed on date merchandise is furnished, discount period will be calculated from date invoice is received in the Auditor's office. Payment will be made only to the vendor named herein unless vendee is authorized in writing by vendor to make payments to a third party.
2. NOTE: The County of Colorado is exempt from all Federal Excise and State Taxes. DO NOT include tax in your price or invoice.

COLORADO COUNTY SALES TAX EXEMPTION NO:
1-74-6000544-4

AUDITOR

COLORADO COUNTY 318 Spring St. - Room 104 Columbus, Texas 78934 (979) 732-3991	VENDOR (Name and Address)					PURCHASE ORDER		
	<i>Columbus Community Hospital</i>					No. _____		
						Date <u>1</u> / <u>25</u> / <u>19</u> Month Day Year		
	Render invoice in duplicate indicating our Purchase Order Number to Colorado County, Attention County Auditor's Office, 318 Spring St. - Room 104, Columbus, Texas 78934							
Approved by Auditor <i>[Signature]</i>		Fund <u>12</u>	Dept. <u>305</u>	Expense <u>405</u>	Checked by Co. Treasurer	Date Paid	Registered/Check Number	
Quantity	DESCRIPTION					Unit Price	Amount	
<u>20293182</u>	<i>Justin Flores</i>						<u>1,302.20</u>	
							<u>1,302.20</u>	
<input checked="" type="checkbox"/> Pay on Invoice Attached <input type="checkbox"/> Invoice to Be Mailed					COMBINATION FORM REQUISITION AND PURCHASE ORDER			

CONDITIONS AND INSTRUCTIONS

1. The acceptance of this order implies acceptance of the following conditions: The person or firm filing this order will be governed by it, and payments will be made accordingly. No alterations, substitutions or extra charges of any kind will be permitted without prior approval. Cash discount must be shown on face of invoice. When invoices subject to discount are not mailed on date merchandise is furnished, discount period will be calculated from date invoice is received in the Auditor's office. Payment will be made only to the vendor named herein unless vendee is authorized in writing by vendor to make payments to a third party.
2. NOTE: The County of Colorado is exempt from all Federal Excise and State Taxes. DO NOT include tax in your price or invoice.

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
JANUARY 28, 2019**

att.com



COLORADO CO VOL EMERGENCY
305 RADIO LN # 101
COLUMBUS, TX 78934-3235

Page: 1 of 5
Bill Cycle Date: 11/12/18 - 12/11/18
Account: 826392707
Foundation Account: FAN 02333136
Invoice: 826392707X12192018

Visit us online at: www.att.com/business

Wireless Statement

Bill-At-A-Glance

Previous Balance	\$181.84
Payment	\$0.00
Adjustments	\$0.00
Past Due - Please Pay Immediately	\$181.84
New Charges	\$181.84

Total Amount Due \$363.68

New Charges Due in Full by Jan 06, 2019

Service Summary

Service	Page	Total
Account Charges	1	\$106.88
Wireless	1	\$74.96
Total New Charges		\$181.84

Manage Your Account:

Online: att.com/myatt
Mobile App: att.com/myattapp
Support: 800 331-0500 or 611 from your mobile device
TTY: 866 241-6567

For Important Information about your bill, please see the **News You Can Use** section (Page 4).



Your bill,
simplified

Soon, your bill will be even easier to read. Be on the lookout for improvements within the next few bills.

Account Charges

BBBP SHOM 1700 5 - Includes Message Waiting Ind, Voice Mail Basic, Direct Bill Detail, Call Waiting, Caller ID, Call Hold, Call Forward Immediate, Call Forward Conditional, Three Way Calling.

Monthly Charges - Dec 12 thru Jan 11

1. BBBP SHOM 1700 5	100.00
---------------------	--------

Other Charges and Credits

Surcharges and Other Fees

2. Federal Universal Service Charge	6.88
-------------------------------------	------

Total Account Charges 106.88

Wireless

Wireless Summary

Wireless Telephone Numbers	Total Charges	Page
979 732-0104 COLORADO CO VOL EMERY	9.37	2
979 732-0781 COLORADO CO VOL EMERG AMB	9.37	2
979 732-4133 COLORADO CO VOL EMERGENCY	9.37	2
979 732-7081 COLORADO CO VOL EMERGENCY	9.37	3
979 732-7082 COLORADO CO VOL EMERGENCY	9.37	3
979 732-7091 COLORADO CO VOL EMERY	9.37	3
979 732-7986 COLORADO COUNTY EMS	9.37	4

Return bottom portion with your check in the enclosed envelope.

Wireless Services provided by AT&T Mobility, LLC.

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
JANUARY 28, 2019**

att.com



COLORADO COUNTY
318 SPRING ST STE 104
COLUMBUS, TX 78934-2465

Page: 1 of 5
Bill Cycle Date: 11/19/18 - 12/18/18
Account: 826484935
Foundation Account: FAN 02331199
Invoice: 826484935X12262018

Visit us online at: www.att.com/business

Wireless Statement

Bill-At-A-Glance

Previous Balance	\$218.76
Payment - 12/15 - Thank You!	\$218.76CR
Adjustments	\$0.00
Balance	\$0.00
New Charges	\$218.76
Total Amount Due	\$218.76
Amount Due in Full by	Jan 13, 2019



Your bill,
simplified

Soon, your bill will be even easier to read. Be on the lookout for improvements within the next few bills.

Service Summary

Service	Page	Total
Wireless		\$218.76
979 484-2591	2	\$43.31
979 484-6047	2	\$87.71
979 732-4937	3	\$21.94
979 733-6214	3	\$21.94
979 733-6664	3	\$21.93
979 733-6665	4	\$21.93
Total New Charges		\$218.76

Wireless

Group 2 - Data Summary - Nov 19 thru Dec 18

Mobile Share Advantage 6GB - Includes 6 gigabytes of data with plan. After all data allowances are used, data speeds are slowed to a max of 128 Kbps (2G speeds) for the rest of your bill cycle. Additional details for Consumer plans at att.com/mobileshareadvantage and for Business plans at att.com/attmobileshare.

	Data Used (GB)
979 484-2591	0.66
979 484-6047	5.49
979 732-4937	0.00
979 733-6214	0.00
979 733-6664	0.08
979 733-6665	0.01
Total	6.22

Manage Your Account:

Online: att.com/myatt
Mobile App: att.com/myattapp
Support: 800 331-0500 or 611 from your mobile device
TTY: 866 241-6567



For Important Information about your bill, please see the **News You Can Use** section (Page 4).

Return bottom portion with your check in the enclosed envelope.

Wireless Services provided by AT&T Mobility, LLC.

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
JANUARY 28, 2019**

att.com



COLORADO COUNTY DPS
ATTN: GARY CHANDLER
PO BOX 665
COLUMBUS, TX 78934-0665

Page: 1 of 4
Bill Cycle Date: 11/12/18 - 12/11/18
Account: 826426877
Foundation Account: FAN 02331199
Invoice: 826426877X12192018

Visit us online at: www.att.com/business

Wireless Statement

Bill-At-A-Glance

Previous Balance	\$230.72
Payment	\$0.00
Adjustments	\$0.00
Past Due - Please Pay Immediately	\$230.72
New Charges	\$114.36
Total Amount Due	\$345.08
New Charges Due In Full by	Jan 06, 2019



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to read.** Be on the lookout for
improvements within the next few bills.

Service Summary

Service	Page	Total
Wireless		\$114.36
979 732-0147	\$9.99 2	
979 732-0340	\$74.40 2	
979 732-1638	\$9.99 2	
979 732-7760	\$9.99 2	
979 733-6728	\$9.99 3	
Total New Charges		\$114.36

Wireless

Group 2 Usage Summary - Nov 12 thru Dec 11

FT9NATP700RUMMUNW - Includes UNL Nght & Wknd Min, NATION GAIT/GSM, Unlimited M2M Exprd, Family Talk, Anytime Min Rollover, 700 Anytime Mins, Direct Bill Detail, Call Waiting, Caller ID, Call Hold, Call Forward Immediate, Call Forward Conditional, Three Way Calling, Message Waiting Ind, Basic Voice Mail.

Family Messaging Unlimited with Mobile to Any Mobile Calling

- Includes Unlimited domestic text, picture, video and instant messages and unlimited calling to/from any other domestic mobile phone.

M2M Minutes

979 732-0147	0
979 732-0340	0
979 732-1638	0
979 732-7760	3
979 733-6728	0
Total	3

Rollover Minutes Summary

Last Month's Rollover Balance	7,625
Current Month Added to Rollover	+ 700
Expired Rollover Minutes *	- 700
NEW ROLLOVER MINUTES BALANCE	7,625

* Unused Rollover Minutes expire after 12 bill periods.

Manage Your Account:

Online: att.com/myatt
Mobile App: att.com/myattapp
Support: 800 331-0500 or 611 from your mobile device
TTY: 866 241-6567



For Important Information about your bill, please see the **News You Can Use** section (Page 3).

Return bottom portion with your check in the enclosed envelope.

Wireless Services provided by AT&T Mobility, LLC.

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
JANUARY 28, 2019**

att.com



COLORADO COUNTY
ATTN: DARRELL KUBESCH
404 S EAGLE ST
WEIMAR, TX 78962-2510

Page: 1 of 3
Bill Cycle Date: 11/20/18 - 12/19/18
Account: 826407590
Foundation Account: FAN 02331199
Invoice: 826407590X12272018

Visit us online at: www.att.com/business

Wireless Statement

Bill-At-A-Glance

Previous Balance	\$74.36
Payment - 12/15 - Thank You!	\$74.36CR
Adjustments	\$0.00
Balance	\$0.00
New Charges	\$74.36

Total Amount Due \$74.36

Amount Due in Full by Jan 14, 2019

Service Summary

Service	Page	Total
Wireless		\$74.36
979 732-1719	2	\$44.39
979 732-1936	2	\$9.99
979 732-1939	2	\$9.99
979 732-1973	2	\$9.99
Total New Charges		\$74.36

Manage Your Account:

Online: att.com/myatt
Mobile App: att.com/myattapp
Support: 800 331-0500 or 611 from your mobile device
TTY: 866 241-6567

For important information about your bill, please see the **News You Can Use** section (Page 3).



Your bill,
simplified

Soon, your bill will be even easier to read. Be on the lookout for improvements within the next few bills.

Wireless

Group 1 Usage Summary - Nov 20 thru Dec 19

FT9NGSM850RUMMUNW - Includes Direct Bill Detail, Call Waiting, Caller ID, Call Hold, Call Forward Immediate, Call Forward Conditional, Three Way Calling, Message Waiting Ind, Voice Mail Basic.

	Plan Minutes	M2M Minutes
979 732-1719	0	0
979 732-1936	19	5
979 732-1939	0	0
979 732-1973	0	0
Total	19	5

Rollover Minutes Summary

Last Month's Rollover Balance	9,268
Current Month Added to Rollover	+ 831
Expired Rollover Minutes *	- 847
NEW ROLLOVER MINUTES BALANCE	9,252

* Unused Rollover Minutes expire after 12 bill periods.

Internet Pay Per Use - Includes DATA ACCESS.

Pay-per-Use Text Messaging - Includes \$0.20 per Domestic Text or Instant Message.

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
JANUARY 28, 2019



STAN WARFIELD
Justice of the Peace – Pct. #4 – Colorado County, Texas
121 N. McCarty Ave. – PO Box 396 – Eagle Lake, Texas 77434
Telephone: (979) 234-2042 Fax: (979)-234-2851 E-mail: jp4@co.colorado.tx.us
Laura Maldonado, Chief Court Clerk

January 17, 2019

TO: AUDITORS OFFICE

Below is a list of prospective jurors who showed up on January 4, 2019 @ 10:00 a.m., but did not serve. If you have any questions please give us a call.

Total: 8

KOCHM MICHAEL JAMES
2366 ZIMMERSCHIEDT ROAD
NEW ULM, TX 78950

SCHULZE, KRIS ADELE
1227 NELSON LN
CAT SPRING, TX 78933

MENSAH, EDMOND ANUM
1216 MONTEZUME ST APT 3062
COLUMBUS, TX 78934

MILENTZ, STACY ANN
P.O. BOX 47
GARWOOD, TX 77442-0047

WOODS, MARNEIKWA L
200 W CENTER
EAGLE LAKE, TX 77434

HENGST, CODY BENJAMIN
307 WEST JACKSON
WEIMAR, TX 78962

CARTER, STACY
1722 FANNIN ST
COLUMBUS, TX 78934

GARCIA, JAMES RAY
212 W. CENTER
EAGLE LAKE, TX 77434


Stan Warfield

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
JANUARY 28, 2019

1



January 11, 2019

BILLY HEFNER
Justice of the Peace
Precinct No. 1
Colorado County, Texas

P. O. Box 783
2215 Walnut (County Jail)
Columbus, Texas 78934
979-732-2734

Raymie Kana, County Auditor
Colorado County Courthouse
318 Spring Street, Suite 104
Columbus, TX 78934

RE: CR-18-0313 – State of Texas vs Nan T. Jolly

Dear Mrs. Kana:

Listed are the persons who were present, but did not serve as a jurors, on Tuesday, May 1, 2018. The following persons are entitled to \$12.00 each (with the exceptions of donations):

- | | |
|-------------------------------|---|
| 1. Robert John Boudreaux, Sr. | Donate to Colorado Co. Child Welfare Program |
| 2. Bradley Carlton Gohlke | Donate to Colorado Co. Child Welfare Program |
| 3. Stenton Lee Maddox, Jr. | Donate to Colorado Co. Child Welfare Program and Victims of Crime Fund |
| 4. Rebecca Allyn Luchak | 1964 CR 230, Weimar, TX 78962 |
| 5. John Allen Schuette | Donate to Texas Victims of Crime Fund |
| 6. Paula Elizabeth Swindle | P O Box 219, Columbus, TX 78934 |
| 7. Joseph Anthony Bauhs | Donate to Texas Victims of Crime Fund |
| 8. Tiffany Meyon Scott | 306 E. Grange, Weimar, TX 78962-0000 |
| 9. Steve Sheldon Sheek | Donate to Colorado Co. Child Welfare Program |
| 10. Shameca M. Evans Denley | 930 Austin St., Columbus, TX 78934 |
| 11. Rebecca A. Frnka | 215 Oak Cluster, Columbus, TX 78934 |
| 12. Toni Lynn Rooks | Donate to Colorado Co. Child Welfare Program |
| 13. Glen Preston Persons | Donate to Texas Victims of Crime Fund |
| 14. Jeanné Merlene Young | Donate to Texas Victims of Crime Fund |

Thank you,

A handwritten signature in cursive script that reads "Billy Hefner".

Billy Hefner
Justice of the Peace
Precinct No. 1

BH:tt

Enclosures

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
JANUARY 28, 2019**

COLORADO COUNTY, TEXAS											
JANUARY 16TH THRU 31ST											
PAID ON JANUARY 30, 2019											
	SALARIES	FICA	INSURANCE	TCDBS	TOTAL		ACCOUNTS PAYABLE CHECKS				
GENERAL FUND (DEDUCTIONS)	255,596.23	18,763.19	54,535.34	30,489.46	359,384.22		7177	A. DUQUE(REIM MASA)			
		18,763.19	7,320.16	17,712.53			7178	TAC HEBP		166,937.62	7.00
AIRPORT (DEDUCTIONS)							7179	AMERICAN GENERAL		37.28	
							7180	AIREVAC		24.00	
R&B PCT #1 (DEDUCTIONS)	11,567.75	860.94	3,080.85	1,388.13	16,897.67		7181	MASA		851.00	
		860.94	186.10	809.74			7182	LINA		47.25	
							7183	PIC		26.40	
R&B PCT #2 (DEDUCTIONS)	13,927.00	998.67	3,518.89	1,671.24	20,115.80			TEXAS CSDU		2,419.37	
		998.67	832.28	974.89				TEXAS LIFE		678.80	
								TRANSAMERICA		352.09	
R&B PCT #3 (DEDUCTIONS)	13,176.25	924.16	2,642.95	1,455.69	18,199.05			NAACO		600.00	
		924.16	1,003.81	922.34				AFLAC		5,741.40	
								TCDBS		118,266.26	
								FEDL RESERVE BANK		68,935.72	
R&B PCT #4 (DEDUCTIONS)	10,335.50	753.74	3,075.87	1,240.26	15,405.37			DENTAL SELECT		218.80	
		753.74	339.58	723.49				VOYA		1,037.50	
								GYM MEMBERSHIP		909.44	
CO. ATTY FORFEITURE (DEDUCTIONS)	167.50	12.75	0.00	20.11	200.36						
		12.75	0.00	11.73							
SECURITY FUND (DEDUCTIONS)	1,792.50	249.02	0.00	215.10	2,256.62			Social Security		36,690.04	
		249.02	0.00	125.48				Medicare Tax		8,580.84	
								FED WH		45,270.88	
										23,664.84	
										68,935.72	
HOT CHECK FUND (DEDUCTIONS)	0.00	0.00	0.00	0.00	0.00						
		0.00	0.00	0.00						66,853.90	
										66,853.90	
CO. ATTY. SUPPLEMENTA (DEDUCTIONS)	932.00	72.97	0.00	111.84	1,116.81						
		72.97	0.00	65.24						133,707.80	74,694.22
										9,681.93	43,572.04
										9,681.93	118,266.26
TOTALS	307,494.73	22,635.44	66,853.80	36,591.83	433,575.80			CAD		11,113.50	
		22,635.44	9,681.93	21,345.44				GMD		2,597.82	
								RETIREE		154.64	
								COBRA			
								TAC INS		166,937.62	

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
JANUARY 28, 2019

**COLORADO
COUNTY**

**INDIGENT
HEALTH CARE**

***JANUARY
2019***

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
JANUARY 28, 2019**



Form 105

**COUNTY INDIGENT HEALTH CARE PROGRAM
MONTHLY FINANCIAL REPORT**

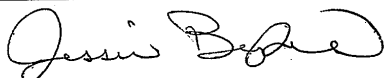
County Name Colorado Co. Indigent Report for (Month/Year) 01/2019
or
Amendment of the Report for (Month/Year)

I. REIMBURSABLE EXPENDITURES during This Report Month

Physician Services	1.	\$556.91	
Prescription Drugs	2.	\$0.00	
Hospital, Inpatient Services	3.	\$12,667.52	
Hospital, Outpatient Services	4.	\$2,814.70	
Laboratory/X-Ray Services	5.	\$90.08	
Skilled Nursing Facility Services	6.	\$0.00	
Family Planning Services	7.	\$0.00	
Rural Health Clinic Services	8.	\$440.96	
State Hospital Contracts	9.	\$0.00	
Optional Health Care Services	10.	\$0.00	
Amount of Intergovernmental Transfer	11.		
Total Expenditures (Add #1 through #11.)			12. \$16,570.17
Reimbursements Received (Do not include State Assistance.)	13. (\$0.00)	
6% Eligibility System Review Findings (\$ in error)	14. ()	
Total to be Deducted (Add #13 + #14.)			15. (\$0.00)
Applied to State Assistance Eligibility/Reimbursement (#12 minus #15)			16. \$16,570.17

II. EXPENDITURE TRACKING for State Assistance Funds Eligibility/Reimbursement

TOTAL EXPENDITURES for Current State Fiscal Year (9/1 - 8/31) \$	<u>46,967.37</u>
GRTL \$ <u>6,015,264.77</u>	
4% of GRTL \$	<u>240,610.59</u>
6% of GRTL \$	<u>360,915.89</u>
8% of GRTL \$	<u>481,221.18</u>


Signature of Person Submitting Form 105

01/17/2019
Date

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
JANUARY 28, 2019

Colorado County Indigent Health Care
Courthouse Annex
318 Spring Street, #111
Columbus, Texas 78934

February, 2019

ACTIVE CASES:

Yvette Almeida
Donna Blair
Manuel Hernandez
Linda Saucedo
Brenda Ellison
Leathan Shirley
Leigh Ann Bingham

Edwardo Torres
Pamela Lieu
Deborah Lahman
Albert Rios
Brandon Barton
Joe L. Toliver Jr.
Raymond Hernandez

DENIED DUE TO CHANGE :
DENIED APPLICATIONS:

APPROVED APPLICATIONS: Leigh Ann Bingham, Raymond Hernandez, & Joe Toliver Jr.

APPLICATIONS PENDING [DISABILITY/SSI]:

(Approved SSI w/Medicaid)
(Income)
(Moved)

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
JANUARY 28, 2019**

- _15. Announcements (without discussion and no action) by elected officials/department heads.**

Commissioner Gertson advised everyone to bundle up and get ready for some more cold weather.

Commissioner Hahn reported the bore testing for his (2) new bridges in his Precinct have already started, even though its been wet they are working.

Judge Prause announced regarding meeting this past Friday afternoon with the Tri County Juvenile Board that we belong to, Colorado, Lavaca and Gonzales Counties, along with Judge Old and Judge Crawford, and new County Judge Davis from Gonzales County. Also, tomorrow we have a meeting with Senator Kolkhurst at 10:00 AM at the Capital in her office and 1:00 PM meeting with Representative Leman in his office, all aligned applicants in the landfill battle will meet with them for a briefing and post meeting after the trial and hearings that we had this past December in Austin.

Michael Furrh, EMS informed we are going through our bi-annual license renewal and training for some new protocol that no one in our region does, consisting of about (3) things dealing with patient care. Transit should be in this week.

Also did CPR training at the Sheriff's Department this week. Commissioner Kubesch asked Michael if they received compressor for EMS in Weimar, and he confirmed yes.

- _16. Commissioners Court Members sign all documents and papers acted upon or approved.**

Judge Prause announced it is now time to sign all papers and documents.

- _17. Adjourn.**

Motion by Judge Prause to adjourn at 9:38 AM; seconded by Commissioner Hahn.

An audio recording of this meeting of January 28, 2019 is available in the County Clerk's Office.

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING**

JANUARY 28, 2019

Minutes were taken and prepared by Kimberly Menke, County Clerk on the 28th day of January, 2019 with Judge Ty Prause presiding.

I, KIMBERLY MENKE, COUNTY CLERK AND EX-OFFICIO OF THE COMMISSIONERS COURT IN AND FOR COLORADO COUNTY, TEXAS do hereby certify that the foregoing is a true and correct copy of the minutes of the Commissioner Court in session on the 28th day of January, 2019.

Given under my hand and official seal of office this date January 28, 2019.

