

COLORADO COUNTY COMMISSIONERS COURT
NOTICE OF OPEN MEETING

(Amended Agenda)

DATE OF MEETING: August 26, 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.

On this the 26th day August 2019, the Commissioners Court of Colorado County, Texas met in Regular Session at 9:00 A.M., in their regular meeting place at the Colorado County Courthouse, County Courtroom, 400 Spring Street, in the City of Columbus, Texas.

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
By: Nancy Davenport	Deputy County Clerk

County Judge Ty Prause called the meeting to order at 9:05 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
AUGUST 26, 2019**

COLORADO COUNTY COMMISSIONERS COURT FILED FOR RECORD
COLORADO COUNTY, TX
NOTICE OF OPEN MEETING

2019 AUG 23 AM 8:35

(Amended Agenda)

KIMBERLY MENKE
COUNTY CLERK

DATE OF MEETING: August 26, 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. Proclamation proclaiming September 5th through September 7th as "Colorado County Fair Days".
- _4. Audience to Ashley Cureton, Texas Association of Counties HEBP Wellness Consultant, explaining the County Specific Incentive Program. (Kana)
- _5. Implement a County Specific Incentive Program to reward employees for healthy behaviors. (Kana)
- _6. 1st Public Hearing to adopt a proposed tax rate for 2019 to fund the 2020 Budget. (Kana)
- _7. Request by Wakefield Bridge, Inc. to release and return bid bond/cashier's check submitted for the bridge on County Road 205, Precinct No. 2. (Kubesch)
- _8. Application of Nichols Enterprises, Inc. to install an irrigation line and culvert pipe on county right-of-way of County Road 173, Precinct No. 1. (Wessels)
- _9. Application of Colorado Valley Telephone to install buried fiber optic cable on county right-of-way of County Road 249, Precinct No. 2. (Kubesch)
- _10. Application of Colorado Valley Telephone to install buried fiber optic cable on county right-of-way of County Road 250, Precinct No. 2. (Kubesch)
- _11. Establish 2020 Payroll Schedule.
- _12. Amend the schedule of Commissioners Court meetings for 2019.
- _13. Set Sheriff's and Constables' Fees effective January 1, 2020 and ending December 31, 2020.
- _14. Agreement for Aviation Support and Maintenance Services between DBT Transportation Services, LLC and Colorado County on the AWOS system at Robert R. Wells Jr. Airport (66R) (8/27/2019 – 8/26/2020). (Kana)
- _15. Consent:
 - a. Superheavy/Oversize Permit Bond No. LPM4127031 posted by Prime Operating Company (7/19/2019 – 8/19/2020).
 - b. Certificate of Liability Insurance posted by S & S Irrigation, Inc. (8/13/2019 – 8/13/2020).
- _16. Examine and approve all accounts payable and budget amendments.
- _17. **CLOSED SESSION:** Pursuant to Section 551.071 and 551.129, Texas Government Code, to conduct a private consultation with the County's attorney regarding contemplated litigation, and to authorize any required, necessary or possible action deemed to serve the best interests of Colorado County, Texas.

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

AUGUST 26, 2019

-
- _18. **OPEN SESSION:** Pursuant to Section 551.102, Texas Government Code, to take final action, decision, or vote on the matter(s) deliberated in the closed meeting of Colorado County Commissioners Court.
 - _19. Announcements (without discussion and no action) by elected officials/department heads.
 - _20. Commissioners Court Members sign all documents and papers acted upon or approved.
 - _21. Budget Workshop. (Kana)
 - _22. Adjourn.

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

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

August 26, 2019

__2. Public comments.

Judge Prause informed (2) Public Comment Rules Forms were completed:

(1) by Roger Wade for Agenda Item #6 in favor of the increase in proposed tax rate to fund the County with additional paramedic and (2) deputies; (2) Billy Kahn, Columbus Chamber of Commerce Executive Director for Agenda Item #21, presenting the need to upgrade electrical access on Courthouse Square for events.

Blake Rosenbaum come up with concept for hidden hubs beneath the turf in five different places on the square, each hub providing (12) dedicated circuits where vendors or others can use, for price of \$53,299.95.

I've submitted a grant application to the LCRA Community Development Partnership Program requesting \$30,850 to assist with the project. If we receive grant, I am recommending split (3) ways between the City, Chamber and County of \$7,483.32 each. It will take about a month before we here from LCRA regarding grant.

(See Attachments)

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
AUGUST 26, 2019



Colorado County Commissioners' Court

Public Comment Rules

1. Citizens wishing to speak must sign in on the bottom of this sheet.
2. Public comment will be limited to five (5) minutes per person and thirty (30) minutes per agenda item.
3. Citizens will be allowed to address only items that are on the agenda and as indicated on the bottom of this sheet. A separate sheet must be filled out for each agenda item to be discussed.
4. All comments must be addressed to the Commissioners' Court.
5. The Court may make a request for information from the floor on an "as needed" basis, as determined by the Judge or a Commissioner.
6. The Judge (or Judge pro tem) has full and final authority to amend or terminate any of the above.

Please remember that this is an "Open Public Meeting" and not a "Public Hearing". Very specific rules apply to each.

Public Participation Form

Name (please print) Roger Wade

Which agenda item do you wish to address? 6

In general, are you for or against this agenda item? For Against

Roger Wade
Signature

Note: This form must be presented to the County Clerk (or assistant) prior to the time that the agenda item you wish to address is discussed before the Court.

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
AUGUST 26, 2019

Colorado County Commissioners' Court

Public Comment Rules

1. Citizens wishing to speak must sign in on the bottom of this sheet.
2. Public comment will be limited to five (5) minutes per person and thirty (30) minutes per agenda item.
3. Citizens will be allowed to address only items that are on the agenda and as indicated on the bottom of this sheet. A separate sheet must be filled out for each agenda item to be discussed.
4. All comments must be addressed to the Commissioners' Court.
5. The Court may make a request for information from the floor on an "as needed" basis, as determined by the Judge or a Commissioner.
6. The Judge (or Judge pro tem) has full and final authority to amend or terminate any of the above.

Please remember that this is an "Open Public Meeting" and not a "Public Hearing". Very specific rules apply to each.

Public Participation Form

Name (please print) _____

Billy Kahn

Which agenda item do you wish to address? _____

21

In general, are you for or against this agenda item? _____

For Against _____


Signature

Note: This form must be presented to the County Clerk (or assistant) prior to the time that the agenda item you wish to address is discussed before the Court.

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

AUGUST 26, 2019



Chamber of Commerce

425 Spring Street | Columbus, Texas 78934

Tel: 979.732.8385

www.columbus-texas.org

August 23, 2019

County Commissioners
Colorado County Courthouse
400 Spring Street
Columbus, TX 78934

Re: Funding Request

Gentlemen,

We are seeking ways to upgrade the electrical access for fairs, festivals and markets on the Courthouse Square. The access to electric outlets is currently limited, which causes a number of problems, not just for the Chamber, but for any group or organization using the Courthouse grounds:

- Potentially overloading existing circuits, which could lead to outages or fires,
- Lengthy extension cords which are risks for potential accidents and lawsuits,
- Overuse of diesel generators which contribute to both air and noise pollution.

Blake Rosenbaum has come up with a concept for hidden, secured power hubs beneath the turf in five different places on the square; each hub providing 12 dedicated circuits where vendors or others can plug in. In addition to alleviating the issues outlined above, it would allow more vendors to set up on the Square, and to light their booths or exhibits in order to stay open past dark.

Upon removing plates embedded in the ground, County staff could then insert a portable panel rack with octopus-like cords to which vendors can plug in.

Rosenbaum's proposal, which includes a bid from Texas Irrigation for trenching and boring, is attached. The costs are as follows:

Rosenbaum Electric	\$43,949.95
Texas Irrigation	<u>\$9,350.00</u>
	<u>\$53,299.95</u>

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

AUGUST 26, 2019

I've submitted a grant application to the LCRA Community Development Partnership Program requesting \$30,850 to assist with the project. LCRA requires a minimum 20% match. However, their scoring criteria awards more points to applicants offering more than a 20% match, which is why I've offered a 42% match – more than double their minimum.

TOTAL Project	\$53,299.95
LCRA Grant	<u>\$30,850.00</u>
	<u><u>\$22,449.95</u></u>

I'm recommending the remainder of approximately \$22,500 be split evenly between the City, the County and the Chamber at approximately \$7,500 each.

City	\$7,483.32
Chamber	\$7,483.32
County	<u>\$7,483.32</u>
	<u><u>\$22,449.95</u></u>

I believe this split amongst stakeholders is fair and equitable.

Upgrading the access will be beneficial to the community, further enhancing the Courthouse Square's ability to serve as an outdoor event spot and gathering place for both existing and new community events. We will be able to attract more vendors and community organizations can come up with more ways to utilize the grounds, such as healthy cooking demonstrations, public dances and movie nights.

Of course, at this time the project is contingent upon LCRA's approval of the grant. Therefore, I'm asking you to allocate \$7,500 to be used for this project if approved.

Respectfully,



Billy Kahn
Executive Director
Columbus Chamber of Commerce

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

AUGUST 26, 2019

Rosenbaum Electric
1029 Tumlinson Rd
Columbus, Texas 78934
TECL# 22882
TX MSTR LIC# 63596
979-732-7639 Blake
979-732-1009 Ben
blakehrosenbaum@hotmail.com

2/4/2019

Courthouse Lawn Power

Proposal:

Rosenbaum Electric proposes to install five points of power. The starting point is on the outside fenced in area. There we have high voltage power that can be stepped down to low voltage by installing transformer. All main power will be installed in schedule 80 PVC into watertight ground junction boxes. All wire will be copper. At each power point will sit a panel with GFCI breakers for each receptacle. All cords will have a quick connect for easy plug and play. Our goal is to ensure enough power around Courthouse for future events without having the liability of cords and other hazards to the public.

Permits:

Electrical inspector is allowing ditch to be shallower than the 24" by code if we use schedule 80 PVC. At this date do not have price on electric permit.

Underground Ditching:

Texas Irrigation and Pipe will be digging all ditches, closing ditches, and re-planting grass. Texas Irrigation and Pipe will bill directly to customer. Rosenbaum Electric is not responsible for any underground ditching or repairs if anything should be damaged.

Note:

Rosenbaum Electric may request for maintenance to assist in some applications of this project and to show them how this system will operate.

The drawings and layout our sole property of Rosenbaum Electric and cannot be used for other pricing.

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
AUGUST 26, 2019**

Rosenbaum Electric

1029 Tumlinson Rd
Columbus, Texas 78934
TECL# 22882 TX MSTR LIC# 63596
(979)-732-7639 Blake
(979)-732-1009 Ben
blakerosenbaum@hotmail.com

Quote

Date	Quote #
2/4/2019	4032

Bill To:
Chamber of Commerce / Colorado County Courthouse

Description	Amount
Materials, Labor, &Tax: Install 3-phase transformer. Install 3-phase main breaker and panel. Install SCH 80 PVC underground. Install weathertight underground junction boxes. Install 3-phase low voltage wiring to each junction box. Build portable panel racks for each location. Install quick connects on line / load wires. Make vender cords with quick connects. Test all equipment. A 3.5% convenience fee will be added for credit card transactions.	\$ 43,949.95
Total	\$ 43,949.95

All payments must be paid within 30 days of services rendered.
All materials are property of Rosenbaum Electric until paid in full.

Thank You

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
AUGUST 26, 2019



Texas Irrigation & Pipe LLC

1511 E. 10th Street
Columbus, TX 78934

January 9, 2019

Colorado County Courthouse
P.O. Box 236
Columbus, TX 78934

RE: Trenching and boring

Below is the estimate for the trenching and boring:

Boring-20' - \$280.00
Grass - \$300.00
Service Charge - \$20.00
Labor - 7 days @ \$1250.00 per day - \$8750.00

Total Estimate: \$9350.00

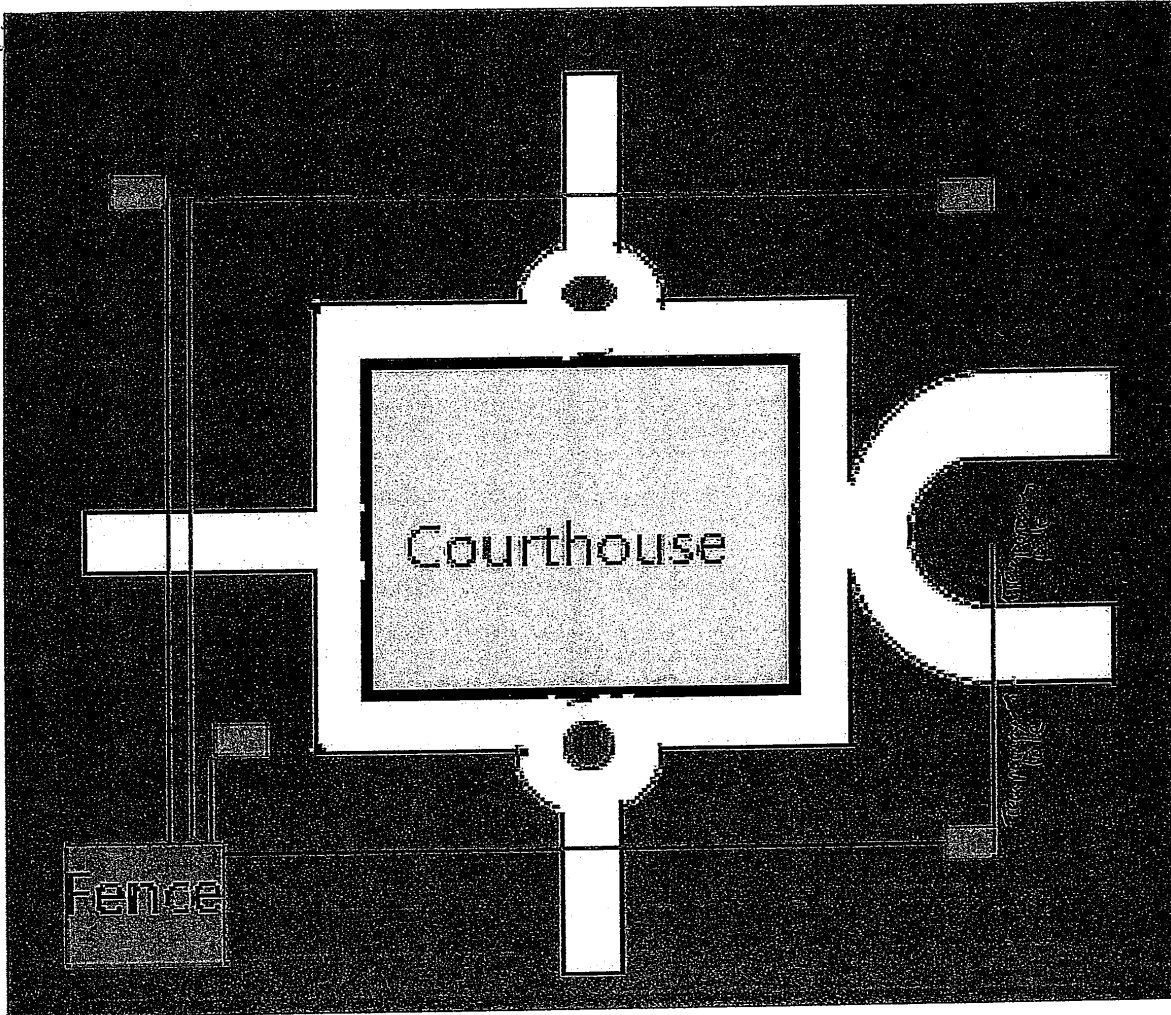
Please note that this is just an estimate and price could change if more material or time is required.

Let us know if you have any questions.

Sincerely,

Brian J. Psencik

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
AUGUST 26, 2019



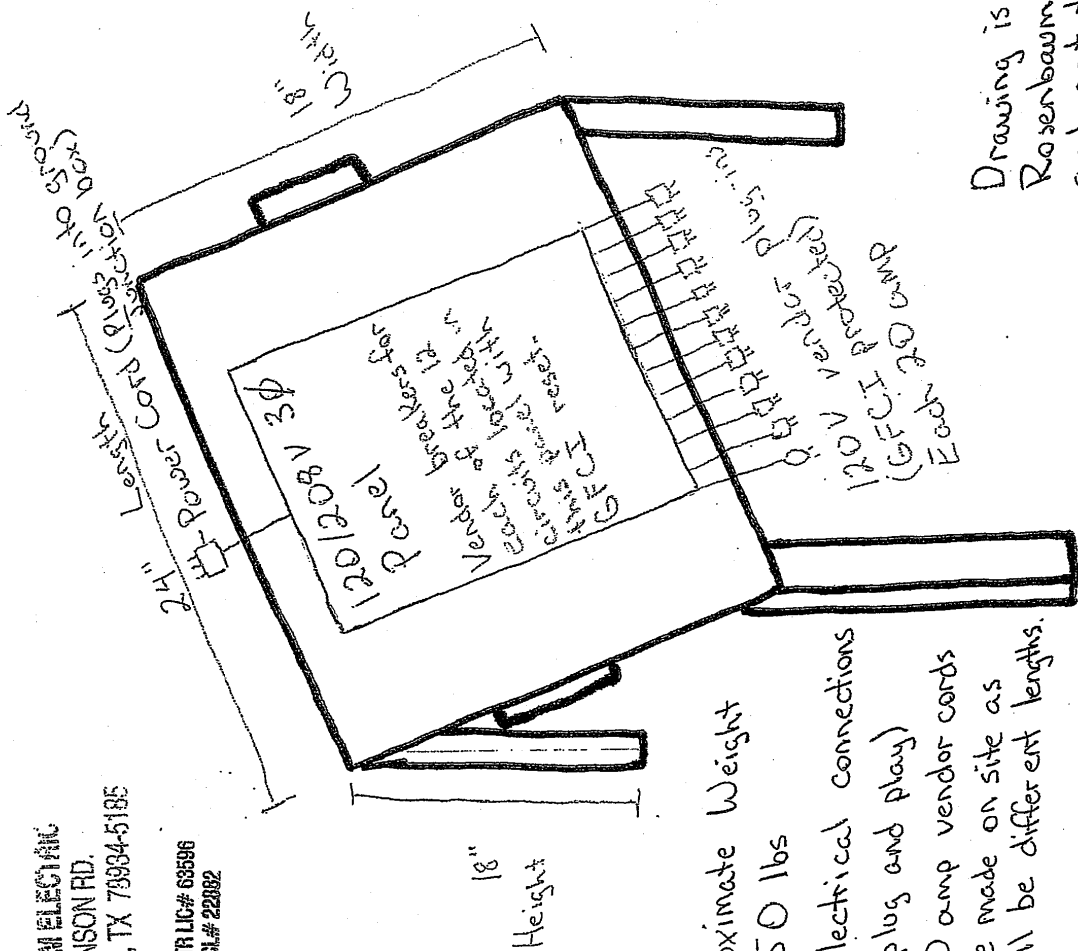
Flat panel on the ground

Plug & Play Junction Box.

12 plugs per box -
20 Amp dedicated circuits

+ 6 20 Amp circuits
in the driveway -

MINUTES OF THE COLORADO COUNTY
 COMMISSIONER'S COURT REGULAR MEETING
 AUGUST 26, 2019



ROSENBAUM ELECTRIC
 1029 TUMLINSON RD.
 COLUMBUS, TX 79034-5185

TX MSTR LIC# 68596
 TECH.# 22082

- Approximate Weight 50 lbs
- All electrical connections are (plug and play)
- All 20 amp vendor cords will be made on site as they will be different lengths.

Drawing is property of
 Rosenbaum Electric, LLC
 and not to be used for
 other pricing.

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

August 26, 2019

- __3. Proclamation proclaiming September 5th through September 7th as "Colorado County Fair Days".**

Judge Prause read Proclamation proclaiming September 5th through September 7th as "Colorado County Fair Days" celebrating its 41st Anniversary to the Court.

Judge Prause asked those in attendance representing the Fair to come forth to have their picture taken with the Court, and those being: Christine Grafe, Shannon Gerik, Pamela Potter and Kim Koehl.

Motion by Judge Prause to approve Proclamation proclaiming September 5th through September 7th as "Colorado County Fair Days"; seconded by Commissioner Wessels; 5 ayes 0 nays; motion carried, it was so ordered.

(See Attachment)

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

AUGUST 26, 2019

PROCLAMATION

WHEREAS, the Colorado County Fair is celebrating its 41st Anniversary beginning Thursday, September 5th and ending Saturday, September 7th, 2019 at the Colorado County Fair Ag Complex in Columbus, Texas; and

WHEREAS, the Colorado County Fair Board and its volunteers and participants, along with the Commissioners' Court of Colorado County, invite you to visit the Fair Ag Complex, enjoy the entertainment, food, refreshments, and the educational opportunities for our youth, as well as our Seniors; and

WHEREAS, this 41st Annual Celebration will be highlighted by talented entertainers, arts and crafts, livestock show and sale, carnival, vendors, and much, much more.

THEREFORE, BE IT RESOLVED: That the Colorado County Commissioners' Court hereby proclaims September 5th through September 7th as "Colorado County Fair Days" in this County and encourages all Citizens to take part in these festivities at the Colorado County Fair Ag Complex.

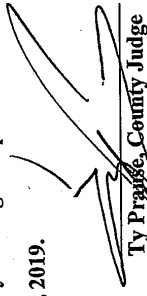
SIGNED this the 26th day of August, 2019.


Doug Wessels, Commissioner, Prct. No. 1


Tommy Hahn, Commissioner, Prct. No. 3

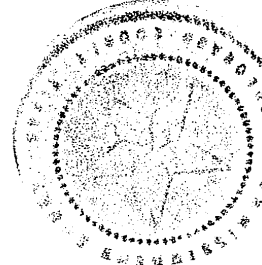
ATTEST:

Kimberly Menke, County Clerk


Ty Prange, County Judge


Darrell Kubesch, Commissioner, Prct. No. 2


Darrell Gertson, Commissioner, Prct No. 4



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

August 26, 2019

- __4.** Audience to Ashley Cureton, Texas Association of Counties HEBP Wellness Consultant, explaining the County Specific Incentive Program. (Kana)

Present today with Ashley Cureton was Orlando Espinoza. They were here today to answer any questions the Court might have regarding this program. This is an incentive program to try to get employees to take care of their health by getting annual exams and receive a reward for doing that within a certain time frame.

Most annual exams include lab work, blood pressure and weight checks.

Employees would pay office visit co-pay but no other costs for annual exam.

Also we offer Catapult, which they will come to your facility and the employees do not have to leave to go to their physicians office to get their annual exam, there is no co-pay associated with using Catapult. They will do a finger prick and be able to talk to a nurse practitioner and all results are sent to their primary care physician.

The standard Catapult team usually consist of (4) people.

There is a Sample Verification Form that the employees will take to the physicians Office, this can be modified however the Court sees.

Other incentive options besides giving the employees a day off, is offering gift cards, and then as mentioned earlier, reimburse the co-pay if using Catapult.

- __5.** Implement a County Specific Incentive Program to reward employees for healthy behaviors. (Kana)

Motion by Commissioner Gertson to approve to implement a County Specific Incentive Program to reward employees for healthy behaviors a day off for participating; seconded by Judge Prause; 5 ayes 0 nays; motion carried, it was so ordered.

(See Attachment)

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
AUGUST 26, 2019**

Colorado County: County Specific Incentive Recommendation

Recommendation 1:

Activities	Outcome/ Completion	Reasonable/Alternative	Reward	Earning and Reward Periods
Annual Physical/Well- Woman Exam	Complete	N/A	Opt-in: receive 1 PTO day to be used in the following year (cannot be rolled over)	Earning Period: Oct. 1 2019- July 31, 2020 Reward Period: Oct. 1 2020- Sept 30, 2021 or Jan. 1 2021- Dec. 31, 2021

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

August 26, 2019

__6. 1st Public Hearing to adopt a proposed tax rate for 2019 to fund the 2020 Budget. (Kana)

Judge Prause stated it is now 9:29 AM, we will open the floor to the public for 1st hearing. There being no comments or questions, we will close the Public Hearing at 9:30 AM. The 2nd Public Hearing is August 29, 2019 at 9:00 AM at a Special Commissioner Court Meeting. On September 9, 2019 at 9:15 AM the tax rate will be adopted.

(See Attachment)

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
AUGUST 26, 2019



**NOTICE OF 2019 TAX YEAR
PROPOSED PROPERTY TAX RATE FOR
COLORADO COUNTY**

A tax rate of \$ 0.52000 per \$100 valuation has been proposed for adoption by the governing body of Colorado County. This rate exceeds the lower of the effective or rollback tax rate, and state law requires that two public hearings be held by the governing body before adopting the proposed tax rate.

The governing body of Colorado County proposes to use revenue attributable to the tax rate increase for the purpose of Public Safety and Emergency Medical Services.

PROPOSED TAX RATE	\$ <u>0.52000</u> per \$100
PRECEDING YEAR'S TAX RATE	\$ <u>0.51000</u> per \$100
EFFECTIVE TAX RATE	\$ <u>0.48484</u> per \$100
ROLLBACK TAX RATE	\$ <u>0.52375</u> per \$100

The effective tax rate is the total tax rate needed to raise the same amount of property tax revenue for Colorado County from the same properties in both the 2018 tax year and the 2019 tax year.

The rollback tax rate is the highest tax rate that Colorado County may adopt before voters are entitled to petition for an election to limit the rate that may be approved to the rollback rate.

YOUR TAXES OWED UNDER ANY OF THE ABOVE RATES CAN BE CALCULATED AS FOLLOWS:

$$\text{property tax amount} = (\text{rate}) \times (\text{taxable value of your property}) / 100$$

For assistance or detailed information about tax calculations, please contact:

Mary Jane Poenitzsch
Colorado County tax assessor-collector
318 Spring St., Suite 102 Columbus, Texas 78934
(979) 732-2710
mj.poenitzsch@co.colorado.tx.us
www.co.colorado.tx.us

You are urged to attend and express your views at the following public hearings on the proposed tax rate:

First Hearing: August 26, 2019 @ 9:00 am at Courthouse, County Courtroom, Columbus, Texas
Second Hearing: August 29, 2019 @ 9:00 am at Courthouse, County Courtroom, Columbus, Texas

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

August 26, 2019

- __7.** Request by Wakefield Bridge, Inc. to release and return bid bond/cashier's check submitted for the bridge on County Road 205, Precinct No. 2. (Kubesch)

Motion by Commissioner Kubesch to approve request by Wakefield Bridge, Inc.

to release and return bid bond/cashier's check submitted for the bridge on

County Road 205, Precinct No. 2; seconded by Commissioner Wessels;

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

(See Attachment)

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
AUGUST 26, 2019

Sharon Marsalia

From: Jenna Popp <wakefieldbridge@ymail.com>
Sent: Friday, August 23, 2019 2:52 PM
To: Sharon Marsalia
Subject: Re: Colorado County CR 205 Bridge

The bridge on CR 205 is complete. We would like to request the return of the cashier check for the bid bond.

Thanks,
Jenna Popp
Wakefield Bridge, inc
Sent from my iPhone

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
AUGUST 26, 2019**

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
MAY 13, 2019**

_14. Award bid to construct bridge on County Road 205 at draw, Precinct No. 2. (Kubesch).

Commissioner Kubesch informed there were (3) bids submitted, with the lowest bid and best completion time frame coming in from Wakefield Bridge, Inc. at total bid of \$118,980.00.

Motion by Commissioner Kubesch to approve to award bid to construct bridge on County Road 205 at draw, Precinct No. 2 to Wakefield Bridge, Inc.; seconded by Commissioner Wessels; 5 ayes 0 nays; motion carried, it was so ordered.

(See Attachment)

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

August 26, 2019

- __8. Application of Nichols Enterprises, Inc. to install an irrigation line and culvert pipe on county right-of-way of County Road 173, Precinct No. 1. (Wessels)

Commissioner Wessels informed this is for a rice farmer in the Garwood-Nada area, requires two cuts on CR 173, which he patched. Motion by Commissioner Gertson to approve Application of Nichols Enterprises, Inc. to install an irrigation line and culvert pipe on county right-of-way of County Road 173, Precinct No. 1; 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
AUGUST 26, 2019

COUNTY ROAD RIGHT-OF-WAY
APPLICATION, AGREEMENT & PERMIT
FOR COLORADO COUNTY

Application

Applicant Company: Nichols Enterprises, Inc.
Contact Person: Pat Nichols
Address: 5731 N SH 71
El Campo, TX 77437
Phone: 979-543-4833 Fax: 979-543-3507

Location of right-of-way for proposed construction/installation/repairs in Precinct 1 :

Crossing CR 173, 0.97 mile South of FM 333 in Colorado County, TX.

Description of right-of-way work to be performed: _____

Crossing CR 173, two times one time with a 16" 50 PSI PVC irrigation
line sleeved in 18" HDPE ADS culvert pipe.

The other crossing is just a 18" HDPE culvert pipe carrying
irrigation water from a canal to the field on the other side of
CR 173.

8/19/2019
Date



Signature of Firm Name Representative

Pat Nichols, President
Printed Name of Firm Name Representative

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
AUGUST 26, 2019**

Agreement

In exchange for the issuance of a permit by Colorado County to perform the work described on the Application, Applicant agrees to comply with the following provisions:

1. Applicant shall pay a permit, inspection and document review fee of \$1,000 for the Oil & Gas industry and \$100 for all other types of right-of-way permits and a fee of \$500 for each open cut of a County Road if that procedure is approved by the Precinct Commissioner.
2. Applicant expressly recognizes that the issuance of a permit by Colorado County does not grant any right, claim, title, or easement in or upon the road or its appurtenances. In the future, should Colorado County, for any reason, need to work, improve, relocate, widen, increase, add to, decrease, or in any manner change the structure of the road or right-of-way, the line, if affected, will be moved, or relocated at the complete expense of Applicant.
3. Colorado County, its employees, agents or assigns will be held harmless for all claims, actions, or damages of every kind and description which may occur to or be suffered by any person or persons, corporation, or property by reason of the performance of any such work, character of material used or manner of installation, maintenance or operation or by improper occupancy of rights-of-way or public place or public structure, and in case any suit or action is brought against Colorado County for damages arising out of or by reason of any of the above causes, Applicant, its successors or assigns, will upon notice to him or them of commencement of such action, defend the same at his or their own expense, and will satisfy any judgment after said suit or action shall have finally been determined if adverse to Colorado County.
4. Colorado County, its employees and agents will, at no time, be held liable for any damage or injury done to the property of Applicant whether in contract or in tort, which may result from improving and/or maintaining its county roads or right-of-ways.
5. The Applicant must provide two (2) copies of drawings or diagrams showing proposed location of the utility, pipeline, communication line, electrical line, or telephone line (hereafter "utility") with respect to right-of-way, type of installation or repair, size, length, material, and size of appurtenances, if any.
6. The construction and maintenance by Applicant shall not interfere with a previously installed utility. When necessary to remove or adjust another utility, a representative of that other utility shall be notified to decide the method and work to be done. Any cost of temporarily or permanently relocating other utilities shall be borne by Applicant.

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
AUGUST 26, 2019**

7. If Applicant is installing a pipeline across a county road, the pipe shall be encased from right-of-way line to right-of-way line. Vents will be provided at each end where the length of casing is over 150 feet. All vents shall be placed outside county road right-of-way. Readily identifiable and suitable markers shall be placed at the right-of-way line where it is crossed by the pipeline.
8. If Applicant is installing a pipeline along the county road right-of-way it shall be located as close as possible to the right-of-way line as specified by the Precinct Commissioner. Readily identifiable and suitable markers shall be placed along the pipeline every 1,000 feet.
9. Applicant agrees to haul heavy loads or equipment to the work site along routes designated by the Commissioner of the Precinct in which such roads are located and Applicant, further, agrees to reimburse the County for any and all damages to roads and bridges in Colorado County from the movement of said loads or equipment within 30 days of receipt of County's notice of damages.
10. The Applicant shall make every effort to open and close all trenching operations during the daylight hours of one day. Appropriate measures shall be followed in the interest of safety, traffic convenience and access to adjacent property for all trenching operations. It shall be the responsibility of the Applicant to adhere to the section on construction and maintenance as outlined in the Texas Manual of Uniform Traffic Control Devices.
11. All lines, where practicable, shall be located to cross roadbed at an approximate right angle. No lines are to be installed under or within 50 feet of either end of any bridge. No lines shall be placed in any culvert or within 10 feet of the closest point of same.
12. Parallel lines will be installed as near to the right-of-way line as possible, and no parallel line will be installed in the roadbed or between the drainage ditch and the roadbed without special permission of the Precinct Commissioner.
13. No work shall be performed in the County right-of-way until after a permit has been issued by the County. Each permit will be valid for a period of 180 days. If construction has not been completed within this period, a new permit must be obtained.
14. The Applicant or its Contractor shall have a copy of the executed Application, Agreement and Permit available on the job site during the duration of the work.
15. All lines shall be buried at least forty (40) inches below the lowest point of the roads, ditches, creeks or borrow pits.
16. All open cut excavations of a county road shall be no greater in width than is necessary to adequately install the utility line.

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
AUGUST 26, 2019**

17. Operations along roadways shall be performed in such a manner that all excavated material be kept off the pavement at all times, as well as all operating equipment and materials. No equipment or installation procedures will be used which will damage any road surface or structures. The cost of any repairs to road surface, roadbed, structures, or other right-of-way features as a direct result of this installation will be borne by the Applicant.
18. Upon completion of the project, all equipment, construction material, surplus materials, trash, broken concrete, lumber, etc. shall be removed from the construction site. The entire construction site shall be graded and cleaned to present the appearance as it was prior to construction or better.
19. For utility lines crossing under a County road or private entrance, Contractor shall be required to drill, core, or bore through the sub-grade at a depth to be determined by the Precinct Commissioner. If, however, such procedure is deemed impractical by reason of rock, utilities, underground construction or terrain, special permission shall be obtained from the Precinct Commissioner before an open road cut will be allowed. If approved, trenching, backfilling, and resurfacing of the cut shall be done in accordance with the procedures outlined in this Agreement. The Applicant shall be responsible for all paving repair for a period of one year after completion.
20. Backfill requirements for all open cut excavation and trenches shall be as follows:
 - i. Areas not subject to or influenced by vehicular traffic- the trench backfill shall be placed in layers not more than ten inches (10") in depth, and shall be compacted by whatever means the Contractor chooses.
 - ii. Areas subject to or influenced by vehicular traffic- the trench backfill shall be mechanically compacted in six-inch (6") lifts to a minimum of ninety percent (90%) modified proctor density.
 1. Dirt Roads- Backfill shall be well tamped in six inch (6") layers to a point nine inches (9") below the surface of the road, after which one-foot (1') of good gravel shall be tamped until level with the existing surface.
 2. Gravel Roads and Streets- Backfill shall be well tamped in six inch (6") layers to a point nine inches (9") below the surface of the road after which one foot (1') of good gravel shall be tamped until level with the existing surface.
 3. Asphalt Roads- Backfill materials shall be selected mineral aggregate and cement in proportions of 27 to 1, properly compacted (tamped to proper density of 90%) to within two inches (2") of road surface. Asphaltic concrete must then be added and tamped or rolled to make a level surface with existing road surface.

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
AUGUST 26, 2019**


21. The Applicant shall not cut or open more than one-half of the roadway at a time, in order to maintain the flow of traffic at all times. However, in an emergency or with the permission of the Precinct Commissioner, the total width of the roadway may be cut or opened, provided barricades are placed at the first intersection each way from the cut, and suitable detour signs are erected.
22. All of the above work shall be done under the direction of, and be satisfactory to, the Precinct Commissioner. The holder of the permit shall notify the Precinct Commissioner twenty-four (24) hours prior to the time the work will be done, to allow the Precinct Commissioner to be present at the time the work is done. This will in no way relieve the Applicant from its responsibility for maintenance due to failure of the repaired cut.
23. Failure to Comply with Specifications: If an opening or cut in the county right-of-way is not refilled and restored as herein provided, the County will notify the Applicant in writing to refill and restore the opening to the satisfaction of the Precinct Commissioner. If the Applicant fails to comply with the written request within ninety (90) days after receipt of such notice, the County is authorized to disable or remove the utility from the right-of-way and Applicant will pay for any expenses for the refilling and restoration within thirty (30) days after notice of the amount by County. Failure to refill, restore, or pay will authorize the County to collect using the Performance Bond. No further permits shall be issued to such Applicant until these costs have been paid.
24. An opening or cut in a county road that is not refilled and restored within 24 hours following verbal notice to applicant by Precinct Commissioner will be repaired by County and Applicant will be billed for the cost of repairs. Failure to pay this bill will authorize County to collect the bill using the Performance Bond.
25. In the event that the Applicant or its successor(s) abandons the utility, Applicant shall give written notice to the Colorado County Judge, P.O. Box 236, Columbus, TX 78934.
26. If the utility is abandoned or at the expiration of the use of said utility, Applicant will timely remove the utility from the county right of way. In the event said utility is not removed, ownership of the utility will vest in County. It is agreed that "timely removal" of said utility shall be within 120 days after said utility is abandoned or use expires.
27. Applicant must post a performance bond in the amount of \$2,500.00 per mile and \$2500 for each boring under a county road assuring the performance of said work in compliance with the terms of this contract and pay a permit, inspection and document review fee of \$1,000 for the Oil & Gas industry and \$100 for all other types of right-of-way permits to Colorado County.
28. Applicant shall obtain, at Applicant's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury and property

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
AUGUST 26, 2019

damage with minimum coverage of \$1,000,000.00 per occurrence in a form satisfactory to the County.

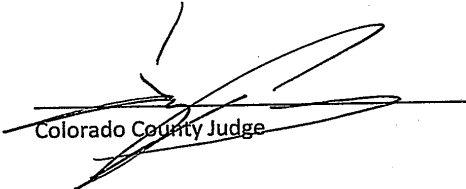
29. Applicant shall comply with and at all times abide by all applicable federal, state and local laws, rules and regulations.
30. This permit only applies to Colorado County right-of ways. Applicant acknowledges that this permit does not grant the right to trespass or damage non-right-of-way property owned by adjoining landowners, and Applicant accepts this permit subject to any and all rights of the adjoining landowners.

8/19/2019
Date


Pat Nichols
Nichols Enterprises, Inc.
Applicant

Approved by Commissioners Court on the 26th day of August, 2019.

August 26, 2019
Date


Colorado County Judge

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
AUGUST 26, 2019

Permit

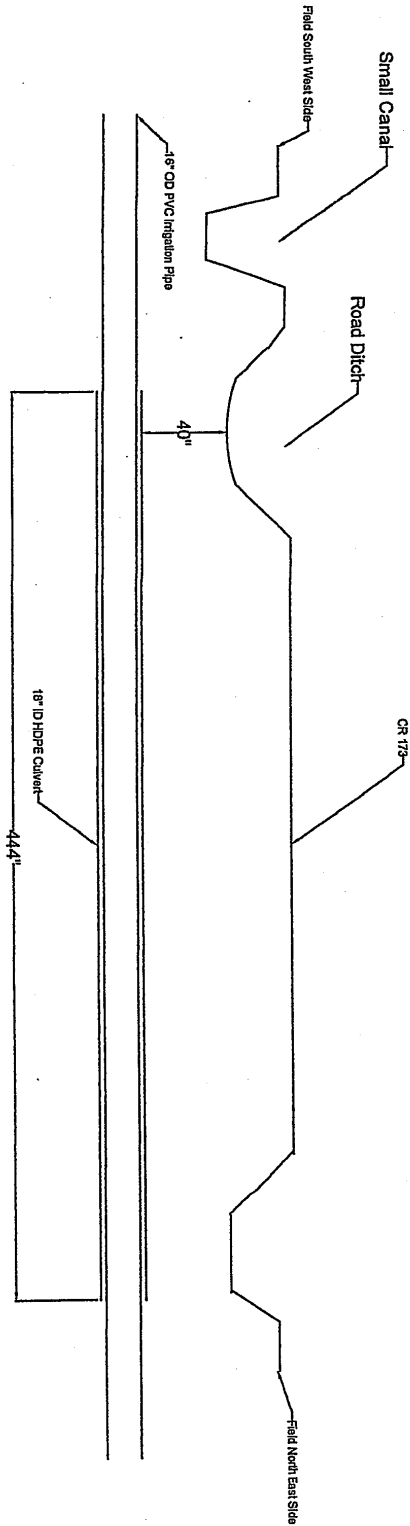
Following approval by Commissioners Court, Colorado County hereby issues this permit for the work described in the attached Application which is to be performed in accordance with the provisions of the attached Agreement.

Date

8-26-19

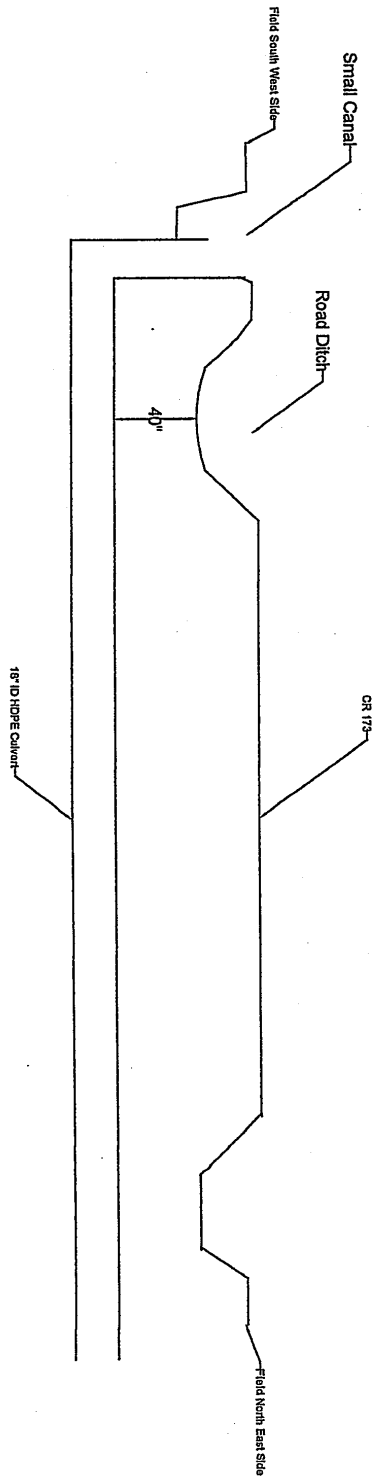
Colorado County Judge

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
AUGUST 26, 2019



Chris Schuring CR 173 Irrigation Line Crossing
By: Nichols Enterprises, Inc.

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
AUGUST 26, 2019

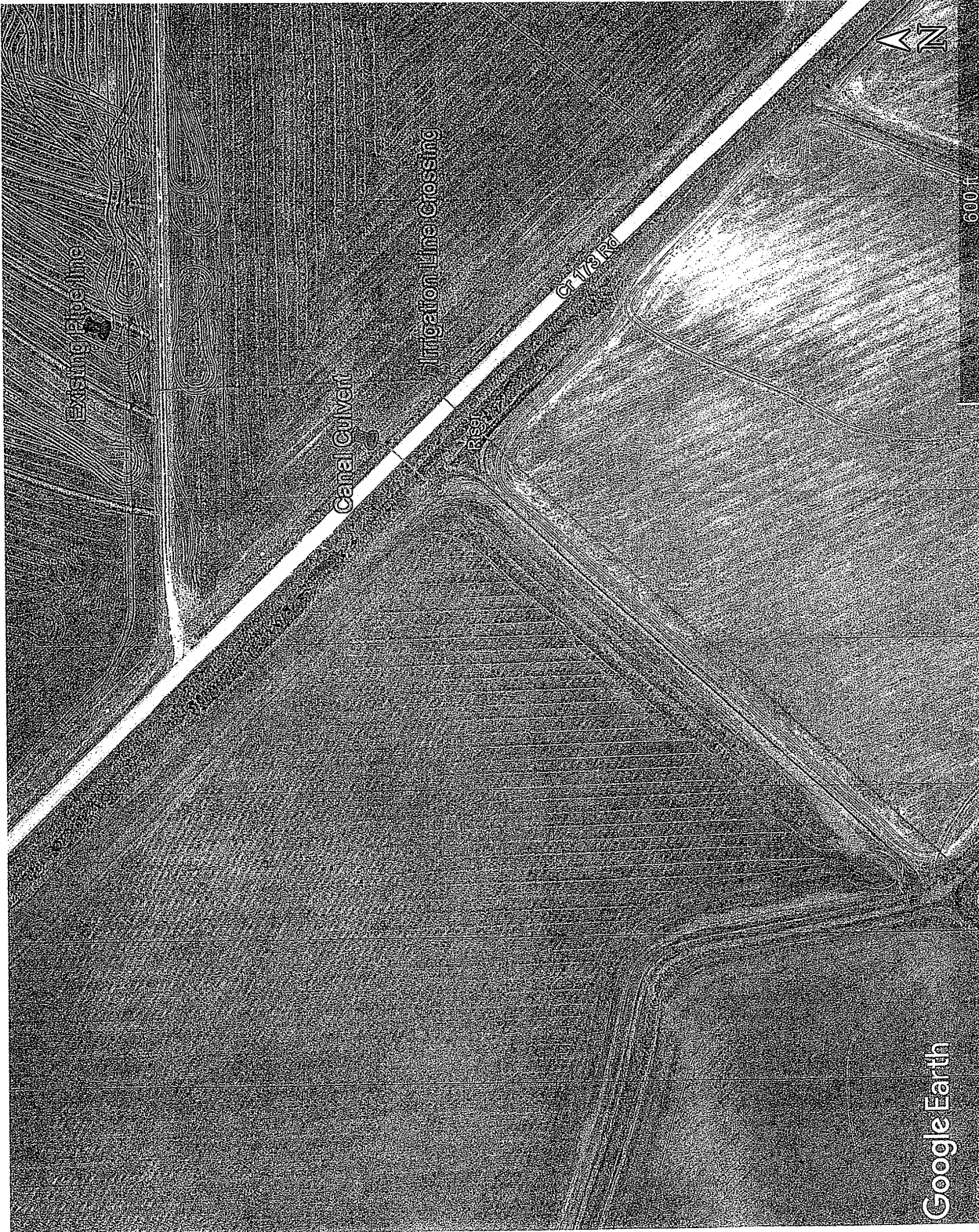


Chris Schirring CR 173 Canal Culvert Crossing
By: Nichols Enterprises, Inc.

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
AUGUST 26, 2019



MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
AUGUST 26, 2019



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

August 26, 2019

- __9. Application of Colorado Valley Telephone to install buried fiber optic cable on county right-of-way of County Road 249, Precinct No. 2. (Kubesch)

Motion by Commissioner Kubesch to approve Application of Colorado Valley Telephone to install buried fiber optic cable on county right-of-way of County Road 249, Precinct No.2; seconded by Commissioner Wessels; 5 ayes 0 nays; motion carried, it was so ordered.

(See Attachment)

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
AUGUST 26, 2019

COUNTY ROAD RIGHT-OF-WAY
APPLICATION, AGREEMENT & PERMIT
FOR COLORADO COUNTY

Application

Applicant Company: Colorado Valley Telephone
Contact Person: Brian R Mueller
Address: 4915 South US Hwy 77
LaGrange, Texas 78945
Phone: 979-247-8179 Fax: 979-247-5115

Location of right-of-way for proposed construction/installation/repairs in Precinct 2 :
On Colorado County ROW near fence intermittently along the North and South sides of CR 249
starting at the Intersection of CR 250 and proceeding West 3,710' along the North and South ROWs
to the Fayette County Line.

Description of right-of-way work to be performed:

Install Buried Fiber Optic Cable in existing and new 1.25 inch HDPE Duct along CR 249 from the
South side of the intersection of CR 250 and proceeding West along the North and South ROWs
crossing intermittently in existing duct and newly plowed and bored duct to the Fayette County Line.

8-21-19
Date

Brian R. Mueller
Signature of Firm Name Representative

Brian R Mueller
Printed Name of Firm Name Representative

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

AUGUST 26, 2019

Agreement

In exchange for the issuance of a permit by Colorado County to perform the work described on the Application, Applicant agrees to comply with the following provisions:

1. Applicant shall pay a permit, inspection and document review fee of \$1,000 for the Oil & Gas industry and \$100 for all other types of right-of-way permits and a fee of \$500 for each open cut of a County Road if that procedure is approved by the Precinct Commissioner.
2. Applicant expressly recognizes that the issuance of a permit by Colorado County does not grant any right, claim, title, or easement in or upon the road or its appurtenances. In the future, should Colorado County, for any reason, need to work, improve, relocate, widen, increase, add to, decrease, or in any manner change the structure of the road or right-of-way, the line, if affected, will be moved, or relocated at the complete expense of Applicant.
3. Colorado County, its employees, agents or assigns will be held harmless for all claims, actions, or damages of every kind and description which may occur to or be suffered by any person or persons, corporation, or property by reason of the performance of any such work, character of material used or manner of installation, maintenance or operation or by improper occupancy of rights-of-way or public place or public structure, and in case any suit or action is brought against Colorado County for damages arising out of or by reason of any of the above causes, Applicant, its successors or assigns, will upon notice to him or them of commencement of such action, defend the same at his or their own expense, and will satisfy any judgment after said suit or action shall have finally been determined if adverse to Colorado County.
4. Colorado County, its employees and agents will, at no time, be held liable for any damage or injury done to the property of Applicant whether in contract or in tort, which may result from improving and/or maintaining its county roads or right-of-ways.
5. The Applicant must provide three copies of drawings or diagrams showing proposed location of the utility, pipeline, communication line, electrical line, or telephone line (hereafter "utility") with respect to right-of-way, type of installation or repair, size, length, material, and size of appurtenances, if any.
6. The construction and maintenance by Applicant shall not interfere with a previously installed utility. When necessary to remove or adjust another utility, a representative of that other utility shall be notified to decide the method and work to be done. Any cost of temporarily or permanently relocating other utilities shall be borne by Applicant.

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
AUGUST 26, 2019**

7. If Applicant is installing a pipeline across a county road, the pipe shall be encased from right-of-way line to right-of-way line. Vents will be provided at each end where the length of casing is over 150 feet. All vents shall be placed outside county road right-of-way. Readily identifiable and suitable markers shall be placed at the right-of-way line where it is crossed by the pipeline.
8. If Applicant is installing a pipeline along the county road right-of-way it shall be located as close as possible to the right-of-way line as specified by the Precinct Commissioner. Readily identifiable and suitable markers shall be placed along the pipeline every 1,000 feet.
9. Applicant agrees to haul heavy loads or equipment to the work site along routes designated by the Commissioner of the Precinct in which such roads are located and Applicant, further, agrees to reimburse the County for any and all damages to roads and bridges in Colorado County from the movement of said loads or equipment within 30 days of receipt of County's notice of damages.
10. The Applicant shall make every effort to open and close all trenching operations during the daylight hours of one day. Appropriate measures shall be followed in the interest of safety, traffic convenience and access to adjacent property for all trenching operations. It shall be the responsibility of the Applicant to adhere to the section on construction and maintenance as outlined in the Texas Manual of Uniform Traffic Control Devices.
11. All lines, where practicable, shall be located to cross roadbed at an approximate right angle. No lines are to be installed under or within 50 feet of either end of any bridge. No lines shall be placed in any culvert or within 10 feet of the closest point of same.
12. Parallel lines will be installed as near to the right-of-way line as possible, and no parallel line will be installed in the roadbed or between the drainage ditch and the roadbed without special permission of the Precinct Commissioner.
13. No work shall be performed in the County right-of-way until after a permit has been issued by the County. Each permit will be valid for a period of 180 days. If construction has not been completed within this period, a new permit must be obtained.
14. The Applicant or its Contractor shall have a copy of the executed Application, Agreement and Permit available on the job site during the duration of the work.
15. All lines shall be buried at least forty (40) inches below the lowest point of the roads, ditches, creeks or borrow pits.
16. All open cut excavations of a county road shall be no greater in width than is necessary to adequately install the utility line.

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
AUGUST 26, 2019**

17. Operations along roadways shall be performed in such a manner that all excavated material be kept off the pavement at all times, as well as all operating equipment and materials. No equipment or installation procedures will be used which will damage any road surface or structures. The cost of any repairs to road surface, roadbed, structures, or other right-of-way features as a direct result of this installation will be borne by the Utility.
18. Upon completion of the project, all equipment, construction material, surplus materials, trash, broken concrete, lumber, etc. shall be removed from the construction site. The entire construction site shall be graded and cleaned to present the appearance as it was prior to construction or better.
19. For utility lines crossing under a County road or private entrance, Contractor shall be required to drill, core, or bore through the sub-grade at a depth to be determined by the Precinct Commissioner. If, however, such procedure is deemed impractical by reason of rock, utilities, underground construction or terrain, special permission shall be obtained from the Precinct Commissioner before an open road cut will be allowed. If approved, trenching, backfilling, and resurfacing of the cut shall be done in accordance with the procedures outlined in this Agreement. The Applicant shall be responsible for all paving repair for a period of one year after completion.
20. Backfill requirements for all open cut excavation and trenches shall be as follows:
 - i. Areas not subject to or influenced by vehicular traffic- the trench backfill shall be placed in layers not more than ten inches (10") in depth, and shall be compacted by whatever means the Contractor chooses.
 - ii. Areas subject to or influenced by vehicular traffic- the trench backfill shall be mechanically compacted in six-inch (6") lifts to a minimum of ninety percent (90%) modified proctor density.
 1. Dirt Roads- Backfill shall be well tamped in six inch (6") layers to a point nine inches (9") below the surface of the road, after which one-foot (1') of good gravel shall be tamped until level with the existing surface.
 2. Gravel Roads and Streets- Backfill shall be well tamped in six inch (6") layers to a point nine inches (9") below the surface of the road after which one foot (1') of good gravel shall be tamped until level with the existing surface.
 3. Asphalt Roads- Backfill materials shall be selected mineral aggregate and cement in proportions of 27 to 1, properly compacted (tamped to proper density of 90%) to within two inches (2") of road surface. Asphaltic concrete must then be added and tamped or rolled to make a level surface with existing road surface.

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
AUGUST 26, 2019**

21. The Applicant shall not cut or open more than one-half of the roadway at a time, in order to maintain the flow of traffic at all times. However, in an emergency or with the permission of the Precinct Commissioner, the total width of the roadway may be cut or opened, provided barricades are placed at the first intersection each way from the cut, and suitable detour signs are erected.
22. All of the above work shall be done under the direction of, and be satisfactory to, the Precinct Commissioner. The holder of the permit shall notify the Precinct Commissioner twenty-four (24) hours prior to the time the work will be done, to allow the Precinct Commissioner to be present at the time the work is done. This will in no way relieve the Applicant from its responsibility for maintenance due to failure of the repaired cut.
23. Failure to Comply with Specifications: If an opening or cut in the county right-of-way is not refilled and restored as herein provided, the County will notify the Applicant in writing to refill and restore the opening to the satisfaction of the Precinct Commissioner. If the Applicant fails to comply with the written request within ninety (90) days after receipt of such notice, the County is authorized to disable or remove the utility from the right-of-way and Applicant will pay for any expenses for the refilling and restoration within thirty (30) days after notice of the amount by County. Failure to refill, restore, or pay will authorize the County to collect using the Performance Bond. No further permits shall be issued to such Applicant until these costs have been paid.
24. An opening or cut in a county road that is not refilled and restored within 24 hours following verbal notice to applicant by Precinct Commissioner will be repaired by County and Applicant will be billed for the cost of repairs. Failure to pay this bill will authorize County to collect the bill using the Performance Bond.
25. In the event that the Applicant or its successor(s) abandons the utility, Applicant shall give written notice to the Colorado County Judge, P.O. Box 236, Columbus, TX 78934.
26. If the utility is abandoned or at the expiration of the use of said utility, Applicant will timely remove the utility from the county right of way. In the event said utility is not removed, ownership of the utility will vest in County. It is agreed that "timely removal" of said utility shall be within 120 days after said utility is abandoned or use expires.
27. Applicant must post a performance bond in the amount of \$2,500.00 per mile and \$2500 for each boring under a county road assuring the performance of said work in compliance with the terms of this contract and pay a permit, inspection and document review fee of \$1,000 for the Oil & Gas industry and \$100 for all other types of right-of-way permits to Colorado County.
28. Applicant shall obtain, at Applicant's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury and property

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
AUGUST 26, 2019

damage with minimum coverage of \$1,000,000.00 per occurrence in a form satisfactory to the County.

29. Applicant shall comply with and at all times abide by all applicable federal, state and local laws, rules and regulations.
30. This permit only applies to Colorado County right-of ways. Applicant acknowledges that this permit does not grant the right to trespass or damage non-right-of-way property owned by adjoining landowners, and Applicant accepts this permit subject to any and all rights of the adjoining landowners.

8-21-2019
Date

Brian R. Mueller
Applicant

Approved by Commissioners Court on the 21st day of Aug, 2019.

8-26-19
Date

[Signature]
Colorado County Judge

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
AUGUST 26, 2019

Permit

Following approval by Commissioners Court, Colorado County hereby issues this permit for the work described in the attached Application which is to be performed in accordance with the provisions of the attached Agreement.

Date

8-26-19

Colorado County Judge

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
AUGUST 26, 2019



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

August 26, 2019

- _10. Application of Colorado Valley Telephone to install buried fiber optic cable on county right-of-way of County Road 250, Precinct No. 2. (Kubesch)

Motion by Commissioner Kubesch to approve Application of Colorado Valley Telephone to install buried fiber optic cable on county right-of-way of County Road 250, Precinct No. 2; seconded by Commissioner Wessels; 5 ayes 0 nays; motion carried, it was so ordered.

(See Attachment)

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
AUGUST 26, 2019

COUNTY ROAD RIGHT-OF-WAY
APPLICATION, AGREEMENT & PERMIT
FOR COLORADO COUNTY

Application

Applicant Company: Colorado Valley Telephone
Contact Person: Brian R Mueller
Address: 4915 South US Hwy 77
LaGrange, Texas 78945
Phone: 979-247-8179 Fax: 979-247-5115

Location of right-of-way for proposed construction/installation/repairs in Precinct 2 :
On Colorado County ROW near fence intermittently along the North and South sides of CR 250
starting at the intersection of CR 252 and proceeding West 3,190' along the North and South ROWs
to the intersection of CR 249.

Description of right-of-way work to be performed:

Install Buried Fiber Optic Cable in existing 1.25 inch HDPE Duct along CR 250 from the South
side of the intersection of CR 252 and proceeding North across CR 250, and then West along the
North and South ROWs crossing intermittently in existing duct to the intersection of CR 249.

8-21-19
Date

Brian R Mueller
Signature of Firm Name Representative

Brian R Mueller
Printed Name of Firm Name Representative

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
AUGUST 26, 2019**

Agreement

In exchange for the issuance of a permit by Colorado County to perform the work described on the Application, Applicant agrees to comply with the following provisions:

1. Applicant shall pay a permit, inspection and document review fee of \$1,000 for the Oil & Gas industry and \$100 for all other types of right-of-way permits and a fee of \$500 for each open cut of a County Road if that procedure is approved by the Precinct Commissioner.
2. Applicant expressly recognizes that the issuance of a permit by Colorado County does not grant any right, claim, title, or easement in or upon the road or its appurtenances. In the future, should Colorado County, for any reason, need to work, improve, relocate, widen, increase, add to, decrease, or in any manner change the structure of the road or right-of-way, the line, if affected, will be moved, or relocated at the complete expense of Applicant.
3. Colorado County, its employees, agents or assigns will be held harmless for all claims, actions, or damages of every kind and description which may occur to or be suffered by any person or persons, corporation, or property by reason of the performance of any such work, character of material used or manner of installation, maintenance or operation or by improper occupancy of rights-of-way or public place or public structure, and in case any suit or action is brought against Colorado County for damages arising out of or by reason of any of the above causes, Applicant, its successors or assigns, will upon notice to him or them of commencement of such action, defend the same at his or their own expense, and will satisfy any judgment after said suit or action shall have finally been determined if adverse to Colorado County.
4. Colorado County, its employees and agents will, at no time, be held liable for any damage or injury done to the property of Applicant whether in contract or in tort, which may result from improving and/or maintaining its county roads or right-of-ways.
5. The Applicant must provide three copies of drawings or diagrams showing proposed location of the utility, pipeline, communication line, electrical line, or telephone line (hereafter "utility") with respect to right-of-way, type of installation or repair, size, length, material, and size of appurtenances, if any.
6. The construction and maintenance by Applicant shall not interfere with a previously installed utility. When necessary to remove or adjust another utility, a representative of that other utility shall be notified to decide the method and work to be done. Any cost of temporarily or permanently relocating other utilities shall be borne by Applicant.

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
AUGUST 26, 2019**

7. If Applicant is installing a pipeline across a county road, the pipe shall be encased from right-of-way line to right-of-way line. Vents will be provided at each end where the length of casing is over 150 feet. All vents shall be placed outside county road right-of-way. Readily identifiable and suitable markers shall be placed at the right-of-way line where it is crossed by the pipeline.
 8. If Applicant is installing a pipeline along the county road right-of-way it shall be located as close as possible to the right-of-way line as specified by the Precinct Commissioner. Readily identifiable and suitable markers shall be placed along the pipeline every 1,000 feet.
 9. Applicant agrees to haul heavy loads or equipment to the work site along routes designated by the Commissioner of the Precinct in which such roads are located and Applicant, further, agrees to reimburse the County for any and all damages to roads and bridges in Colorado County from the movement of said loads or equipment within 30 days of receipt of County's notice of damages.
 10. The Applicant shall make every effort to open and close all trenching operations during the daylight hours of one day. Appropriate measures shall be followed in the interest of safety, traffic convenience and access to adjacent property for all trenching operations. It shall be the responsibility of the Applicant to adhere to the section on construction and maintenance as outlined in the Texas Manual of Uniform Traffic Control Devices.
 11. All lines, where practicable, shall be located to cross roadbed at an approximate right angle. No lines are to be installed under or within 50 feet of either end of any bridge. No lines shall be placed in any culvert or within 10 feet of the closest point of same.
 12. Parallel lines will be installed as near to the right-of-way line as possible, and no parallel line will be installed in the roadbed or between the drainage ditch and the roadbed without special permission of the Precinct Commissioner.
 13. No work shall be performed in the County right-of-way until after a permit has been issued by the County. Each permit will be valid for a period of 180 days. If construction has not been completed within this period, a new permit must be obtained.
 14. The Applicant or its Contractor shall have a copy of the executed Application, Agreement and Permit available on the job site during the duration of the work.
 15. All lines shall be buried at least forty (40) inches below the lowest point of the roads, ditches, creeks or borrow pits.
 16. All open cut excavations of a county road shall be no greater in width than is necessary to adequately install the utility line.
-

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
AUGUST 26, 2019**

17. Operations along roadways shall be performed in such a manner that all excavated material be kept off the pavement at all times, as well as all operating equipment and materials. No equipment or installation procedures will be used which will damage any road surface or structures. The cost of any repairs to road surface, roadbed, structures, or other right-of-way features as a direct result of this installation will be borne by the Utility.
18. Upon completion of the project, all equipment, construction material, surplus materials, trash, broken concrete, lumber, etc. shall be removed from the construction site. The entire construction site shall be graded and cleaned to present the appearance as it was prior to construction or better.
19. For utility lines crossing under a County road or private entrance, Contractor shall be required to drill, core, or bore through the sub-grade at a depth to be determined by the Precinct Commissioner. If, however, such procedure is deemed impractical by reason of rock, utilities, underground construction or terrain, special permission shall be obtained from the Precinct Commissioner before an open road cut will be allowed. If approved, trenching, backfilling, and resurfacing of the cut shall be done in accordance with the procedures outlined in this Agreement. The Applicant shall be responsible for all paving repair for a period of one year after completion.
20. Backfill requirements for all open cut excavation and trenches shall be as follows:
 - i. Areas not subject to or influenced by vehicular traffic- the trench backfill shall be placed in layers not more than ten inches (10") in depth, and shall be compacted by whatever means the Contractor chooses.
 - ii. Areas subject to or influenced by vehicular traffic- the trench backfill shall be mechanically compacted in six-inch (6") lifts to a minimum of ninety percent (90%) modified proctor density.
 1. Dirt Roads- Backfill shall be well tamped in six inch (6") layers to a point nine inches (9") below the surface of the road, after which one-foot (1') of good gravel shall be tamped until level with the existing surface.
 2. Gravel Roads and Streets- Backfill shall be well tamped in six inch (6") layers to a point nine inches (9") below the surface of the road after which one foot (1') of good gravel shall be tamped until level with the existing surface.
 3. Asphalt Roads- Backfill materials shall be selected mineral aggregate and cement in proportions of 27 to 1, properly compacted (tamped to proper density of 90%) to within two inches (2") of road surface. Asphaltic concrete must then be added and tamped or rolled to make a level surface with existing road surface.

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
AUGUST 26, 2019**

21. The Applicant shall not cut or open more than one-half of the roadway at a time, in order to maintain the flow of traffic at all times. However, in an emergency or with the permission of the Precinct Commissioner, the total width of the roadway may be cut or opened, provided barricades are placed at the first intersection each way from the cut, and suitable detour signs are erected.
22. All of the above work shall be done under the direction of, and be satisfactory to, the Precinct Commissioner. The holder of the permit shall notify the Precinct Commissioner twenty-four (24) hours prior to the time the work will be done, to allow the Precinct Commissioner to be present at the time the work is done. This will in no way relieve the Applicant from its responsibility for maintenance due to failure of the repaired cut.
23. Failure to Comply with Specifications: If an opening or cut in the county right-of-way is not refilled and restored as herein provided, the County will notify the Applicant in writing to refill and restore the opening to the satisfaction of the Precinct Commissioner. If the Applicant fails to comply with the written request within ninety (90) days after receipt of such notice, the County is authorized to disable or remove the utility from the right-of-way and Applicant will pay for any expenses for the refilling and restoration within thirty (30) days after notice of the amount by County. Failure to refill, restore, or pay will authorize the County to collect using the Performance Bond. No further permits shall be issued to such Applicant until these costs have been paid.
24. An opening or cut in a county road that is not refilled and restored within 24 hours following verbal notice to applicant by Precinct Commissioner will be repaired by County and Applicant will be billed for the cost of repairs. Failure to pay this bill will authorize County to collect the bill using the Performance Bond.
25. In the event that the Applicant or its successor(s) abandons the utility, Applicant shall give written notice to the Colorado County Judge, P.O. Box 236, Columbus, TX 78934.
26. If the utility is abandoned or at the expiration of the use of said utility, Applicant will timely remove the utility from the county right of way. In the event said utility is not removed, ownership of the utility will vest in County. It is agreed that "timely removal" of said utility shall be within 120 days after said utility is abandoned or use expires.
27. Applicant must post a performance bond in the amount of \$2,500.00 per mile and \$2500 for each boring under a county road assuring the performance of said work in compliance with the terms of this contract and pay a permit, inspection and document review fee of \$1,000 for the Oil & Gas industry and \$100 for all other types of right-of-way permits to Colorado County.
28. Applicant shall obtain, at Applicant's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury and property

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
AUGUST 26, 2019

damage with minimum coverage of \$1,000,000.00 per occurrence in a form satisfactory to the County.

29. Applicant shall comply with and at all times abide by all applicable federal, state and local laws, rules and regulations.
30. This permit only applies to Colorado County right-of ways. Applicant acknowledges that this permit does not grant the right to trespass or damage non-right-of-way property owned by adjoining landowners, and Applicant accepts this permit subject to any and all rights of the adjoining landowners.

8-21-2019
Date

Brian R. Mueller
Applicant

Approved by Commissioners Court on the 25th day of Aug., 2019.

8-25-19
Date

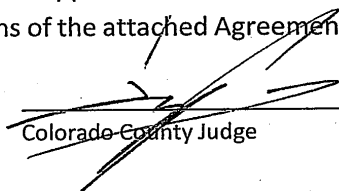
[Signature]
Colorado County Judge

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
AUGUST 26, 2019

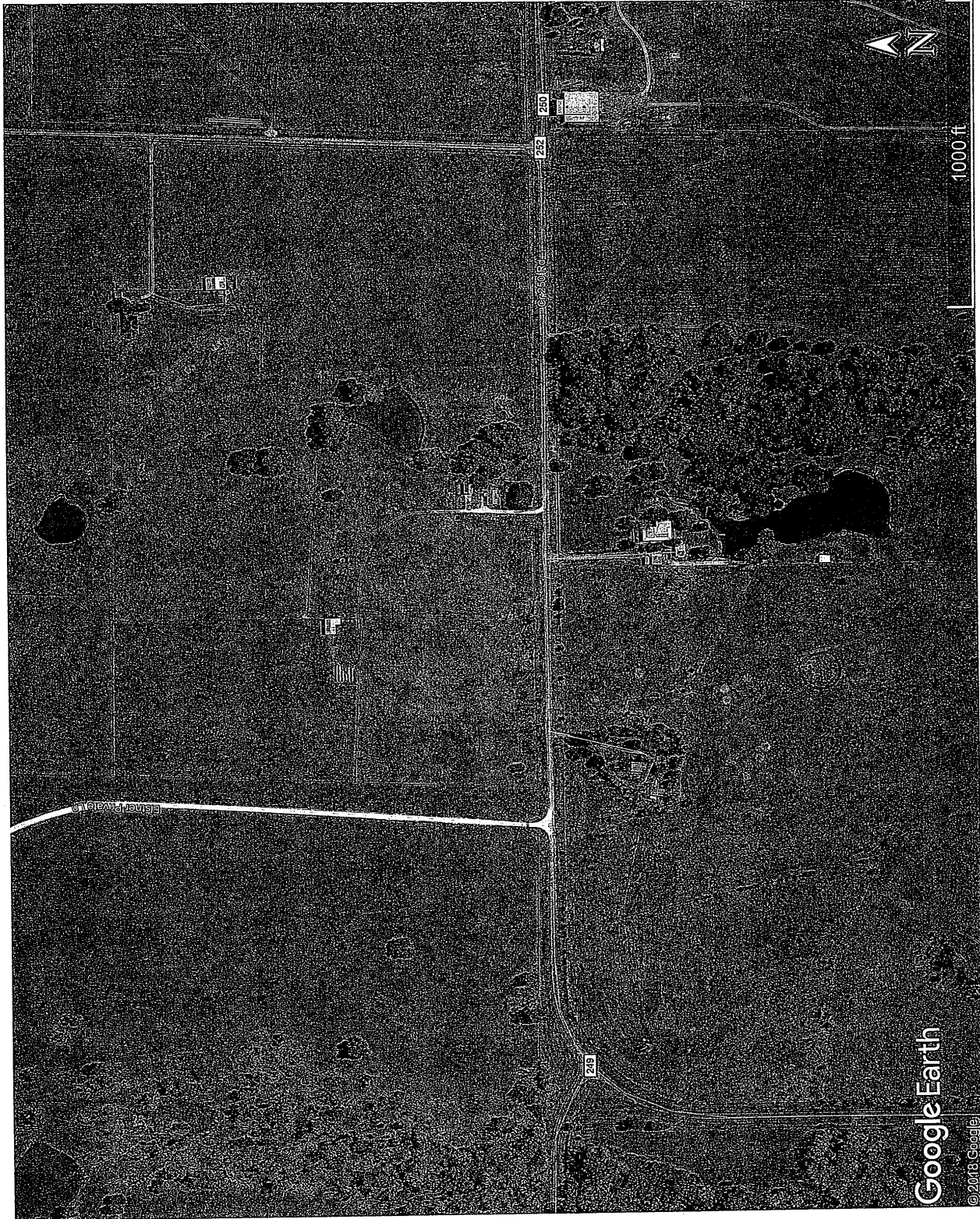
Permit

Following approval by Commissioners Court, Colorado County hereby issues this permit for the work described in the attached Application which is to be performed in accordance with the provisions of the attached Agreement.

8-26-19
Date


Colorado County Judge

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
AUGUST 26, 2019



**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
August 26, 2019**

_11. Establish 2020 Payroll Schedule.

**Motion by Commissioner Gertson to approve to establish 2020 Payroll Schedule;
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
AUGUST 26, 2019**

COLORADO COUNTY 2020 PAY SCHEDULE				
PAY DATES		FOR PAY PERIOD		EMS HRS
JANUARY	15	01/01 - 01/15		120
	30	01/16 - 01/31		80
FEBRUARY	14	02/01 - 02/15		80
	28	02/16 - 02/29		80
MARCH	13	03/01 - 03/15		80
	27	03/16 - 03/31		120
APRIL	15	04/01 - 04/15		80
	30	04/16 - 04/30		80
MAY	15	05/01 - 05/15		80
	29	05/16 - 05/31		80
JUNE	12	06/01 - 06/15		80
	30	06/16 - 06/30		80
JULY	15	07/01 - 07/15		80
	30	07/16 - 07/31		120
AUGUST	14	08/01 - 08/15		80
	28	08/16 - 08/31		80
SEPTEMBER	15	09/01 - 09/15		80
	30	09/16 - 09/30		80
OCTOBER	15	10/01 - 10/15		80
	30	10/16 - 10/31		80
NOVEMBER	13	11/01 - 11/15		80
	25	11/16 - 11/30		80
	25	LONGEVITY PAY		
DECEMBER	15	12/01-12/15		80
	30	12/16-12/31		120

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

August 26, 2019

_12. Amend the schedule of Commissioners Court meetings for 2019.

After discussion it was decided to remove Commissioners Court Meetings for 2019

as follows: October 9th, December 23rd and December 31st, 2019.

Motion by Commissioner Gertson to approve to amend the schedule of Commissioners

Court Meetings for 2019 as stated above; seconded by Commissioner Hahn;

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

(See Attachment)

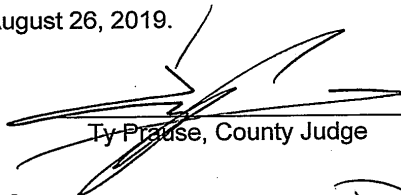
**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
AUGUST 26, 2019**


**AMENDED SCHEDULE OF COLORADO COUNTY
COMMISSIONERS' COURT MEETINGS FOR 2019**

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


The Colorado County Commissioners' Court meetings shall be held at the County Seat at the Colorado County Courthouse, 400 Spring Street, Room 106, Columbus, Texas. Regular Terms shall be held on the 2nd and 4th Mondays of each month with exception of those months in which the Commissioners' Court has designated as an official County Holiday. Regular Terms of Court shall be held on January 14 & 28, February 11 & 25, March 11 & 25, April 8 & 22, May 13 & 28, June 10 & 24, July 8 & 22, August 12 & 26, September 9 & 23, October 15 & 28, November 12 & 25, and December 9. Special Terms of Court shall be held on January 10 to examine and approve all accounts payable and budget amendments.

By Order dated August 26, 2019.

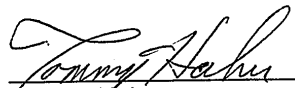

Ty Prause, County Judge



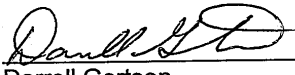
Doug Wessels
Commissioner, Precinct No. 1



Darrell Kubesch
Commissioner, Precinct No. 2

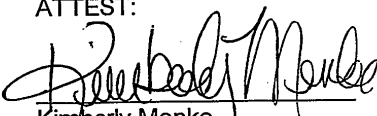


Tommy Hahn
Commissioner, Precinct No. 3

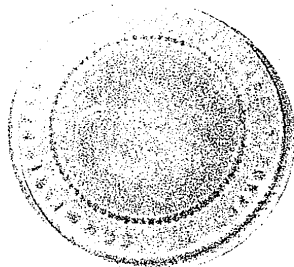


Darrell Gertson
Commissioner, Precinct No. 4

ATTEST:



Kimberly Menke
County Clerk



MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

AUGUST 26, 2019

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
AUGUST 27, 2018

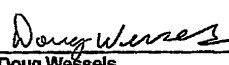
SCHEDULE OF COLORADO COUNTY
COMMISSIONERS' COURT MEETINGS FOR 2019

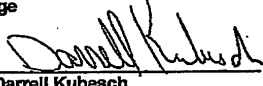
Pursuant to Section 81.005 (Terms of Court, Meetings) Local Government Code, Vernon's Texas Codes Annotated, the Commissioners' Court by order shall designate a day of the week on which the Court shall convene in a regular term each month during the fiscal year.


The Colorado County Commissioners' Court meetings shall be held at the County Seat at the Courthouse located in Columbus, Texas. Regular Terms shall be held on the 2nd and 4th Mondays of each month with exception of those months in which the Commissioners' Court has designated as an official County Holiday. Regular Terms of Court shall be held on January 14 & 28, February 11 & 25, March 11 & 25, April 8 & 22, May 13 & 28, June 10 & 24, July 8 & 22, August 12 & 26, September 9 & 23, October 15 & 29, November 12 & 26, and December 9 & 23. Special Terms of Court shall be held on January 10, October 9, and December 31 to examine and approve all accounts payable and budget amendments.

By Order dated August 27, 2018.


Ty Prause, County Judge



Doug Wessels
Commissioner, Precinct No. 1

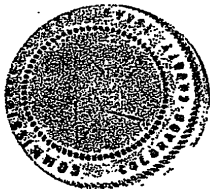

Darrell Kubesch
Commissioner, Precinct No. 2


Tompy Hahn
Commissioner, Precinct No. 3


Darrell Gertson
Commissioner, Precinct No. 4

ATTEST:


Kimberly Menke
County Clerk



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

August 26, 2019

- _13. Set Sheriff's and Constables' Fees effective January 1, 2020 and ending December 31, 2020.**

Lonnie Hinze, Constable Precinct No. 2 was present today requesting Citations for Justice Court be increased to \$95.00, so all Courts will be the same.

Raymie Kana, County Auditor informed the fee schedule you have already reflects the increase to \$95.00 from \$85.00.

Motion by Commissioner Gertson to approve to set Sheriff's and Constables' Fees effective January 1, 2020 and ending December 31, 2020 with increase as stated above; seconded by Commissioner Wessels; 5 ayes 0 nays; motion carried, it was so ordered.

(See Attachment)

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
AUGUST 26, 2019

Misc. Fees:

Copy of Offense Reports.....	\$4.00
Open Records Requests	\$4.00
Each additional page.....	\$0.25
Audio Tape/CD/DVD.....	\$5.00
VHS/VCR Tape	\$8.00
Radio Log or CAD Page (per page)	\$1.00

It is further ordered by Commissioners' Court that all citations, precepts, writs or other process of service should be mailed or delivered to one of the following addresses listed below.

By Order of Commissioners' Court

Colorado County Sheriff's Office
P. O. Box 607
2215 Walnut
Columbus, Texas 78934

Richard LaCourse, Constable
Precinct No. 1, Colorado County
1051 Schulenburg Lane
Columbus, Texas 78934

Lonnie Hinze, Constable
Precinct No. 2, Colorado County
P. O. Box 945
105 E. Main
Weimar, Texas 78962

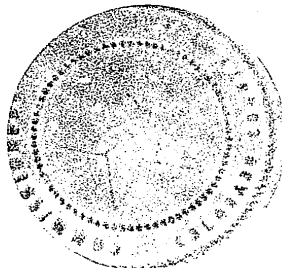
Ivan Menke, Constable
Precinct No. 3, Colorado County
1053 Constable Lane
Cat Spring, Texas 78933

Darrell Stancik, Constable
Precinct No. 4, Colorado County
206 W. State Street
Eagle Lake, Texas 77434

ATTEST:



Kimberly Menke, County Clerk



MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
AUGUST 26, 2019

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
AUGUST 27, 2018

Misc. Fees:

Copy of Offense Reports.....	\$4.00
Open Records Requests	\$4.00
Each additional page.....	\$0.25
Audio Tape/CD/DVD.....	\$5.00
VHS/VCR Tape	\$8.00
Radio Log or CAD Page (per page)	\$1.00

It is further ordered by Commissioners' Court that all citations, precepts, writs or other process of service should be mailed or delivered to one of the following addresses listed below.

By Order of Commissioners' Court

Colorado County Sheriff's Office
P. O. Box 607
2215 Walnut
Columbus, Texas 78934

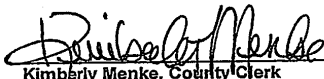
Richard LaCourse, Constable
Precinct No. 1, Colorado County
1051 Schulenburg Lane
Columbus, Texas 78934

Lonnie Hinze, Constable
Precinct No. 2, Colorado County
P. O. Box 945
105 E. Main
Weimar, Texas 78962

Ivan Menke, Constable
Precinct No. 3, Colorado County
3290 FM 949
Cat Spring, Texas 78933

Darrell Stancik, Constable
Precinct No. 4, Colorado County
206 W. State Street
Eagle Lake, Texas 77434

ATTEST:



Kimberly Menke, County Clerk



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

August 26, 2019

- _14. Agreement for Aviation Support and Maintenance Services between DBT Transportation Services, LLC and Colorado County on the AWOS system at Robert R. Wells Jr. Airport (66R) (8/27/2019 – 8/26/2020). (Kana)**

Raymie Kana, County Auditor informed this is an annual contract. County is reimbursed half through grant.

Motion by Judge Prause to approve Agreement for Aviation Support and Maintenance Services between DBT Transportation Services, LLC and Colorado County on the AWOS system at Robert R. Wells Jr. Airport (66R) (8/27/2019 – 8/26/2020); 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
AUGUST 26, 2019**



**AVIATION SUPPORT AND MAINTENANCE SERVICES
Order Summary**

Contracted Party: Colorado County Attn: Raymie Kana 318 Spring Street, Suite 104 Columbus, TX 78934	Serviced Customer: (physical address) Robert R Wells Jr Airport (66R) Attn: Ty Prause, County Judge 1084 CR 102 RD Columbus, TX 78934
--	---

The Effective Date of this Agreement is August 27th, 2019.

The Term of this Agreement shall be for a period of 1 year(s) from the Effective Date.

Services (check as applicable)
<input checked="" type="checkbox"/> Periodic/Pre-Season Maintenance 3 Trips
<input checked="" type="checkbox"/> Equipment Restoration Unlimited
<input checked="" type="checkbox"/> NADIN DataLink Service
<input type="checkbox"/> Other Data Services

Equipment	Manufacturer/Model	Equipment	Manufacturer/Model
<input type="checkbox"/> VOR		<input type="checkbox"/> RWIS Runway	
<input type="checkbox"/> DME		<input type="checkbox"/> ATIS	
<input type="checkbox"/> LOC		<input type="checkbox"/> NDB	
<input type="checkbox"/> GS		<input type="checkbox"/> Control Tower	
<input checked="" type="checkbox"/> AWOS	Vaisala AW10-ACU	<input type="checkbox"/> Markers	
<input type="checkbox"/> RVR		<input type="checkbox"/> Other	

Fees		Contract Total: \$6,280.00
Annual Fee	\$ 6,280.00	Invoiced Annually
Unplanned Outage Fee	\$ N/A	per day (ex. lightning strike, bird strike)
Facility Visit Fee	\$ N/A	per day (ex. flight check)
Holiday Fee	\$ N/A	Additional to Unplanned Outage Fee
Cancellation/Delay Fee	\$ N/A	per day

*Definitions om Terms and Conditions

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
AUGUST 26, 2019**

Airport Manager: Ty Prause, County Judge
Email Address: ty.prause@co.colorado.tx.us
Phone Number: 979-732-2604

Statement of Work and Additional Terms
Attachment 1: Aviation Support and Maintenance Services General Terms and Conditions, Rev.1 *Modified for Colorado County, TX (8-27-16) Attachment 2: Statement of Work

Pricing Year 1: 6,280.00
Pricing Year 2:
Pricing Year 3:

This Order Summary is part of the DBT Support and Maintenance Services Agreement ("Service Agreement") between DBT and Customer. The Service Agreement consists of this Summary and each listed attachment. By signing this Order Summary, the parties signify that they have read, understand, and agree to be bound by all the terms and conditions of the Service Agreement.

DBT Transportation Services

Robert R Wells Jr Airport (66R)

By: Michael Trosclair

By: _____

Title: Sales Manager

Title: Colorado County Judge

Date: August 13th, 2019

Date: August 26, 2019

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

AUGUST 26, 2019



Attachment 1
DBT Transportation Services LLC
Agreement for Aviation Support and Maintenance Services Terms and Conditions
Modified for Colorado County, TX 8/27/16

1. PURPOSE/SERVICES:

1.1 Customer desires to engage DBT Transportation Services, LLC (DBT) to render certain professional and/or technical services, including as recited in the Statement of Work ("SOW") and as indicated in the Order and Pricing Schedule, related to the support, maintenance and servicing of certain Equipment, and DBT desires to render such services under the terms and conditions of this Attachment 1, the SOW and the Order and Pricing Schedule. All terms not defined herein, including "Services", "Equipment" and "Term", shall have the meaning set forth in the Order and Pricing Schedule. This Attachment 1, the Order and Pricing Schedule and the SOW make up the complete agreement (the "Agreement") between Customer and DBT, and each may be amended, upon mutual written agreement, from time to time throughout the Term.

1.2 This Attachment 1 constitutes the terms and conditions offered with respect to the provision of Services and Equipment recited in the Order and Pricing Schedule and shall become a binding contract upon the execution of the Order and Pricing Schedule either by facsimile or in PDF form, by Customer and DBT. No contrary or additional terms or conditions proposed by Customer under any other document, including but not limited to a Customer purchase order, will be accepted by DBT, and any such proposed contrary or additional terms are hereby rejected unless otherwise mutually agreed to in a written fully executed instrument. DBT's performance pursuant to this Attachment 1, the Order and Pricing Schedule and the SOW shall be deemed unqualified acceptance of the terms and conditions set forth below.

2. PAYMENT/OTHER EXPENSES/ADDITIONAL CHARGES:

2.1 Customer agrees to pay DBT the amounts recited in the Order and Pricing Schedule.

2.2 DBT shall invoice Customer on an annual, quarterly or monthly basis, as applicable, based on the Services for the Equipment specified as more particularly recited under the Order and Pricing Schedule. Payment by Customer shall be net thirty (30) days of the invoice date.

2.3 Customer may withhold payment of any amounts to be paid to DBT which are disputed in good faith by Customer. In the event there is a dispute in connection with a submitted invoice, the parties shall confer on the invoice within five (5) days of receipt, and only the payment for that portion of the invoice in question may be withheld for ten (10) days after the payment due date so as to allow the parties to cooperatively resolve any dispute. Following the elapse of such ten (10) days, Customer shall pay, unless otherwise agreed by the parties, all the amounts due and owing to DBT under the invoice.

2.4 In accordance with the Order and Pricing Schedule, if restoration, repairs or other maintenance Services are required for an unplanned Equipment failure or outage, Customer shall pay DBT the recited "Unplanned Outage Fee". The "Unplanned Outage Fee" is billed in half-day increments, portal to portal, plus travel costs and expenses. Unplanned outages are defined as any restoration outside of normal or anticipated causes of Equipment failure, which outside causes include, but are not limited to, acts of God, weather damage, lightning strikes, vandalism or other damage caused by unauthorized airport personnel or third parties. The "Unplanned Outage Fee" is billed for each day or part thereof that Services are required.

2.5 In accordance with the Order and Pricing Schedule, the applicable "Holiday Fee" as recited in the Order and Pricing Schedule applies to the following holidays when Services are rendered: New Year's Eve, New Year's Day, Memorial Day, July 4th (Independence Day), Labor Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Eve and Christmas Day. If an Equipment failure or outage occurs on any of the foregoing holidays, Customer shall pay DBT the "Holiday Fee" in addition to the "Unplanned Outage Fee" as well as any other fees due and payable to DBT.

2.6 In accordance with the Order and Pricing Schedule, Customer Site (as subsequently defined) visits are defined as any Site visit not required for Equipment Services. Upon Customer's written request and DBT's written acceptance thereof and subject to mutually agreeable times, DBT will visit Customer Sites concurrent with Federal Aviation Administration (FAA) required or requested

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

AUGUST 26, 2019



Customer Site visits. Customer agrees to pay the "Facility Visit Fee" to DBT for such Customer Site visits. The "Facility Visit Fee" is billed in half-day increments, portal to portal, plus travel costs and expenses.

2.7 In accordance with the Order and Pricing Schedule, and in DBT's sole opinion, if cancellations or excessive delays, in the provisions of Services occur as a result of Customer's fault, actions or causes, Customer shall pay DBT the "Cancellation/Delay Fee". The "Cancellation/Delay Fee" is billed in half-day increments, portal to portal, plus travel costs and expenses.

3. TERM:

3.1 The Term of the Agreement is in accordance with the Order and Pricing Schedule, shall be as recited in the Order and Pricing Schedule unless earlier terminated pursuant to this Attachment 1.

3.2 The parties may extend, upon mutual written agreement, the Term of the Agreement.

4. TERMINATION/OBLIGATIONS UPON TERMINATION:

4.1 This Agreement may be terminated by DBT, without cause and at any time, upon ninety (90) days written notice. The period of termination shall start from the date of the notice to Customer. Customer shall not be obligated to pay for any Services rendered after the date of termination, except that Customer shall be responsible for non-cancellable expense or commitment amounts that occur before the termination date and that such amounts shall remain due, owing and payable after the date of termination. The parties acknowledge that any amounts paid to DBT shall be non-refundable.

4.2 In the event of a material breach by Customer, DBT shall notify, in writing, Customer of such material breach. Customer shall be permitted thirty (30) days from the date of receipt of such notice to cure such breach to DBT's satisfaction. In the event the breach is cured to DBT's satisfaction, the Agreement shall not terminate. However, if the breach is not so cured, DBT may elect to promptly terminate the Agreement following the lapse of such thirty (30) days from the receipt of such notice. In the event of termination of the Agreement due to a material breach by Customer, other than of the type specified in Section 7.1 herein, the obligations under Section 4.3 shall be applicable.

4.3 In the event of termination of the Agreement either as provided herein or upon expiration of the Agreement, each party shall promptly return all Confidential Information (as subsequently defined) of the other party and DBT shall submit a final invoice, as recited above, for Services rendered up to the date of termination and for all non-cancellable expense or commitment amounts that occur before the termination date, which amounts remain due, owing and payable. Customer shall promptly pay such invoiced amount net ten (10) days from the invoice date.

5. WARRANTIES:

5.1 DBT warrants and represents that all Services provided by DBT shall be performed by qualified field technicians and by other personnel; who have all certifications and licenses required by the FAA. Further, DBT warrants and represents that all Services provided hereunder shall be of a professional quality consistent with general industry standards and shall be performed in accordance with the requirements of the SOW and as specified under the Agreement.

5.2 DBT represents and warrants that it is an independent contractor that makes its services available to the general public, has its own place of business and maintains its own sets of books and records, which reflect its own income and expenses. Further, DBT shall operate as an independent contractor and shall not represent itself as an agent, partner or joint venturer of Customer. DBT shall not obligate Customer in any manner, nor cause Customer to be liable under any contract or under any other type of commitment. Alternately, Customer shall not obligate DBT in any manner, nor cause DBT to be liable under any contract or under any other type of commitment.

5.3 THIS IS A SERVICE AGREEMENT. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, DBT MAKES NO WARRANTIES AND EXPLICITLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR RELIABILITY OR ACCURACY OF ANY GENERATED DATA OR INFORMATION FROM THE EQUIPMENT. THE EXPRESS WARRANTIES PROVIDED IN SECTIONS 5.1 AND 5.2 ARE EXCLUSIVE, AND DBT MAKES NO OTHER WARRANTIES, EXPRESS, STATUTORY

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
AUGUST 26, 2019**



OR IMPLIED, WRITTEN OR ORAL, TO CUSTOMER REGARDING, RELATED TO OR ARISING FROM THE SERVICES RENDERED UNDER THE AGREEMENT, THE USE OR POSSESSION OF DBT CONFIDENTIAL AND PROPRIETARY INFORMATION, ANY REPORT OR DATA GENERATED UNDER OR IN CONNECTION WITH THIS AGREEMENT, IN ANY MANNER OR FORM WHATSOEVER.

6. LIMITATION OF LIABILITY / INDEMNIFICATION:

6.1 DBT will be permitted to enter Customer's premises ("Site") and have access to Customer's personnel or equipment upon reasonable notice and during normal business hours; provided that DBT complies with Customer's security procedures. DBT shall maintain aviation products and comprehensive liability insurance, as recited below, during the Term of the Agreement. DBT agrees to take all reasonable precautions to prevent any injury to persons or any damage to property in the performance of the Services as rendered by DBT under the Agreement. However, in the event Customer is negligent or engages in misconduct, then Customer shall be liable for such damages as provided herein.

6.2 DBT's entire liability hereunder to Customer for any breach of the Agreement shall be limited only to the amounts of fees paid hereunder to DBT in connection with the Services that gave rise to the claim, except for any damages or claims for damages or equitable relief resulting from DBT's breach of Customer's proprietary and/or confidential interest as set forth in Section 9. Potential liability for claims by third parties is covered by Sections 6.4 and 6.5 below. NEITHER PARTY SHALL BE LIABLE FOR LOSSES OR DAMAGES WHICH ARE INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY, INCLUDING WITHOUT LIMITATION, ANY LOSS OF PROFITS OR REVENUE (EXCLUSIVE OF THE FULL PAYMENT FOR SERVICES RENDERED PURSUANT TO THE TERMS OF THE AGREEMENT) INCURRED BY EITHER PARTY WHETHER IN AN ACTION BASED ON CONTRACT OR TORT, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, BASED ON CLAIMS OF SUPPLIER OR ANY OTHER PARTY ARISING OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT, FAILURE OF ANY REMEDY TO ACHIEVE ITS ESSENTIAL PURPOSE, OR OTHERWISE ARISING FROM OR RELATED TO THIS AGREEMENT, AND THE SERVICES PERFORMED HEREUNDER, EXCEPT WITH RESPECT TO DAMAGES INCURRED WITH REGARD TO CLAIMS OF INFRINGEMENT, MISUSE OR MISAPPROPRIATION OF A PARTY'S PROPRIETARY AND/OR CONFIDENTIAL INFORMATION.

6.3 With regard to proprietary and/or confidential information and rights and interests, either party shall be entitled to pursue any legal and/or equitable action, including injunctive relief, against the other with regard to any misuse, misappropriation or breach of any term or condition recited herein with regard to such other party's confidential and/or proprietary claims.

6.4 Customer shall defend, indemnify and save harmless DBT, or its agents, employees, consultants or contractors, from any and all third-party claims, demands, suits, actions or proceedings of any kind or nature, including without limitation Worker's Compensation claims, of or by anyone that directly results from or directly arises out of Customer's actions, activities or events in connection with the Agreement or with respect to any negligent action, intentional or willful act or omission by Customer, or its agents, employees, consultants or contractors; provided, however, that DBT shall not be indemnified, held harmless and/or defended by Customer in connection with the foregoing claims of property damages, or death or personal injury where DBT, or its agents, employees, consultants or contractors, are, in any manner, negligent, or, in any manner, commit willful or intentional acts or omissions that result in such claims made. Customer's obligations to indemnify, defend and hold harmless will survive the termination of the Agreement for a period of one (1) year from the date of termination. DBT agrees to notify Customer within five (5) business days after it has received written notification of such loss due to damage to property, injuries or death to persons.

6.5 DBT shall defend, indemnify and save harmless Customer, or its agents, employees, consultants or contractors, from any and all third-party claims, demands, suits, actions or proceedings of any kind or nature, including without limitation Worker's Compensation claims, of or by anyone that directly results from or directly arises out of DBT's actions, activities or events in connection with the Agreement, including negligent Services, intentional or willful acts or omissions of DBT, or its agents, employees, consultants or contractors; provided, however, that Customer shall not be indemnified, held harmless and/or defended by DBT in connection with the foregoing claims of property damages, or death or personal injury where Customer, or its agents, employees, consultants or contractors, are, in any manner, negligent, or, in any manner, commit willful or intentional acts or omissions that result in such claims made. DBT's obligations to indemnify, defend and hold harmless will survive the termination of the Agreement for a period of one (1) year from the date of termination. Customer agrees to notify DBT within five (5) business days after it has received written notification of such loss due to damage to property, injuries or death to persons. Indemnification obligations of DBT under this section are subject to the limits set forth in Section 6.6.

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

AUGUST 26, 2019



6.6 During the term of the Agreement and for a period of at least one (1) year after completion of DBT's obligations pursuant hereunder, DBT will maintain the following levels of insurance coverage with a reputable and financially sound insurance carrier: (a) workers' compensation insurance as required by applicable law; (b) employer's liability insurance with limits not less than US \$1 MILLION; (c) Commercial General Liability, including Products and completed Operations and Contractual Liability, with a minimum combined single limit of US \$2 MILLION per occurrence; (d) Excess Liability Insurance with limits not less than US \$5 MILLION; and (e) Aviation Liability Insurance of US \$10 MILLION per occurrence. DBT shall, at its own expense, maintain with a reputable insurer (and provide written certificate(s) of insurance to Customer if and when requested) for a period of one (1) year after the fulfillment of the SOV under the Agreement. IN CONNECTION WITH ANY INDEMNITY BY DBT HEREUNDER, DBT'S ENTIRE LIABILITY SHALL BE LIMITED ONLY UP TO THE AMOUNTS OF INSURANCE COVERAGE REQUIRED IN CONNECTION WITH THE CLAIM MADE; AND THEREFORE, IN NO EVENT SHALL DBT BE LIABLE FOR ANY AMOUNTS BEYOND THE LIMITATIONS OF INSURANCE COVERAGE RECITED HEREIN FOR ANY CLAIMS MADE UNDER DBT'S INDEMNIFICATION OF CUSTOMER UNDER SECTION 6.5.

7. FORCE MAJEURE

7.1 Neither party shall be deemed to have breached the Agreement by reason of delay or failure in performance resulting from causes beyond the control, and without the fault or negligence, of the party. Such causes include, but may not be limited to, an act of God, an act of war or public enemy, riot, epidemic, fire, flood, quarantine, embargo, epidemic, unusually severe weather or other disaster, or compliance with laws, governmental acts or regulations, in any case, not in effect as of the date of the Agreement, or other causes similar to the foregoing beyond the reasonable control of the party so affected. The party seeking to avail itself of any of the foregoing excuses must promptly notify the other party of the reasons for the failure or delay in connection with the performance hereunder and shall exert its best efforts to avoid further failure or delay. However, the Agreement shall terminate, as provided under Section 4, if such delay or failure persists for one-hundred twenty (120) consecutive days and there is no foreseeable remedy or cure available.

8. ASSIGNMENT

8.1 Customer shall not be permitted to assign, in whole or in part, the Agreement or any rights or obligations hereunder except with the written authorization of DBT, which authorization shall not be unreasonably withheld. In the event of any permitted assignment or transfer of the Agreement or the obligations under the Agreement, the parties agree that such obligations shall be binding upon the assigning or transferring party's executors, administrators and legal representatives, and the rights of assignor or transferor shall inure to the benefit of assignee or transferee. Any attempted transfer, assignment, sale or conveyance, or delegation in violation of this Section 8 shall be null and void.

9. CONFIDENTIAL AND/OR PROPRIETARY INFORMATION

9.1 During the Term of the Agreement, each party may be exposed either in writing, orally or through observation to the other party's confidential and/or proprietary information ("Information"). Information includes, but is not limited to, product specifications, drawings, design plans, product blueprints, ideas, inventions, methods, processes, chemical formulations, chemical compounds, mechanical/electrical specifications, current and future product plans, system architectures, product strategies, software (object, source or microcode), scientific or technical data, prototypes, demonstration packages, documents, marketing strategy, customer lists, equipment, personnel information, business strategies, financial information, instruction manuals, the Agreement and any other business and/or technical information related to the atmospheric and weather technology fields, or any information marked with a disclosing party's confidential or similar type legend. If the Information is orally or visually disclosed, then such information shall be reduced to a summary writing by the disclosing party within thirty (30) days of such disclosure, marked as "confidential" and delivered to the receiving party.

9.2 The receiving party shall use the Information only for the purposes of the Agreement and for no other purpose whatsoever. The receiving party shall not disclose, disseminate or distribute the Information to any third party. However, DBT shall be permitted to disclose Information to agents, employees, subcontractors and consultants, who have a definable need to know, and who are under written obligations commensurate with the terms and conditions recited herein. The receiving party shall protect the Information by using the same degree of care, but no less than a reasonable degree of care, it would to protect its own information of a like nature. Information shall remain confidential for a period of two (2) years following termination of the Agreement; except that any Information, which is designated as a trade secret shall remain confidential until one of the events recited in Section 9.3 occurs.

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

AUGUST 26, 2019



9.3 The receiving party shall not be obligated to maintain the confidentiality of the information if such information: a) is or becomes a matter of public knowledge through no fault of the receiving party; b) is disclosed as required by law; provided that, the receiving party promptly notifies the disclosing party of such request to disclose so that disclosing party has the opportunity to seek a protective or similar order to prevent such disclosure of information; c) is authorized, in writing, by the disclosing party for release; d) was rightfully in the receiving party's possession before receipt from disclosing party; or e) is rightfully received by the receiving party from a third party without a duty of confidentiality.

9.4 No license under any trademark, patent, copyright or other intellectual property right is granted, either expressed or implied, by the disclosing of such information by the disclosing party to the receiving party.

10. DISPUTES/ARBITRATION/GOVERNING LAW/OTHER

10.1 With regard to the subject matter recited herein, the Agreement (including addenda or amendments added hereto) comprises the entire understanding of the parties hereto and as such supersedes any oral or written agreement. Any inconsistency in the Agreement shall be resolved by giving precedence in the following order:

- a) The Order and Pricing Schedule
- b) The SOW
- c) This Attachment 1
- d) Any addenda added hereto

10.2 This Agreement shall not be modified or amended except by written amendment executed by both parties. All requirements for notices hereunder must be in writing. The parties further acknowledge that facsimile signatures or signatures in PDF are fully binding and constitute a legal method of executing the Agreement.

10.3 Sections 4, 5, 6, 7, 9 and 10 shall survive termination of the Agreement.

10.4 If any of the provisions of the Agreement are declared to be invalid, such provisions shall be severed from the Agreement and the other provisions hereof shall remain in full force and effect. The rights and remedies of the parties to the Agreement are cumulative and not alternative.

10.5 This Agreement may be executed in one or more counterparts, each of which shall be deemed to be a duplicate original, but all of which, taken together, shall be deemed to constitute a single instrument.

10.6 This Agreement is made in and performable in Colorado County, Texas, and shall be construed according to the laws of the State of Texas, County of Colorado, notwithstanding the applicability of conflicts of laws principles. Venue shall only be proper in Colorado County for any dispute, cause of action or claim arising here under.

10.7 The parties shall adhere to all applicable U.S. Export Administration Laws and Regulations and shall not export or re-export any technical data or materials received under the Agreement or the direct product of such technical data or materials to any proscribed country or person listed in the U.S. Export Administration Regulations unless properly authorized by the U.S. Government.

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
AUGUST 26, 2019**



Statement of Work

1. Description of Equipment Services

1.1 **Periodic Maintenance** consists of such periodic routine tests and adjustments as may be required by the equipment manufacturer and by the FAA for non-Federal facilities in accordance with 14 C.F.R Part 171 and AC 150/5220-16D as they may be modified or superseded from time to time.

1.2 **Equipment Restoration.** In the event of an unplanned equipment failure or outage, DBT Transportation Services shall respond to or notify the customer as to the restoration plan of action within one (1) business day after the outage is reported and complete restoration services in a reasonable prompt manner. Diagnosis may be performed remotely and render the system inoperable until which time replacement equipment/parts can arrive to Customer's site. Repairs required due to Acts of God, lightning, vandalism, etc. are excluded and will be billed at the Unplanned Outage price.

1.3 All services provided by DBT shall be performed by qualified field technicians having all required certifications and licenses required by the FAA and OSHA. DBT will also maintain a full Aviation Products and Liability Insurance policy for the term of the contract.

1.4 DBT shall record test results in a station log and maintain the required 6000 series records, copies of which will be provided to the FAA as required.

1.5 DBT shall make a best effort to maintain and repair all equipment. Customer acknowledges that components and equipment under contract may be obsolete rendering repair or restoration of equipment impossible.

2. Testing Equipment and Replacement Parts – Nav aids Only (ILS, LOC, GS, VOR, DME, NDB etc)

2.1 Customer shall maintain at its own expense an inventory of replacement parts for the Equipment to be utilized by DBT when providing Service under this Agreement. In the event parts necessary for maintenance or restoration of the Equipment are not available in Customer's Inventory, DBT will provide such part(s) and invoice the Customer for required part(s). If customer does not have the necessary spare parts available for use in restoring the Equipment, DBT reserves the right to charge \$1500 for a return trip charge, if necessary to and solely for the purpose of restoring downed equipment.

3. Data Service – NADIN

3.1 AviMet Data Link is an automated weather dissemination service for the distribution of Automated Weather Observation System ("AWOS") data to the Federal Aviation Administration's (FAA) Weather Message Switching Center Replacement ("WMSCR") System. DBT Transportation shall provide the AWOS observations to WMSCR in accordance with FAA specifications every twenty (20) minutes twenty-four (24) hours per day, seven (7) days per week.

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

August 26, 2019

- _15. Consent:
- a. Superheavy/Oversize Permit Bond No. LPM4127031 posted by Prime Operating Company (7/19/2019 – 8/19/2020).
 - b. Certificate of Liability Insurance posted by S & S Irrigation, Inc. (8/13/2019 – 8/13/2020).

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

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

(See Attachments)

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
AUGUST 26, 2019**

**Superheavy or Oversize
Permit Bond.
(ANNUAL)**

Bond No. LPM4127031

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

County of Colorado

That we, Prime Operating Company of

9821 Katy Freeway, Ste 1050, Houston, TX 77024, as Principal,

and the Fidelity and Deposit Company of Maryland,

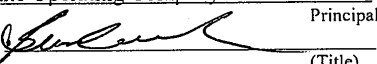
of P.O. Box 1227, Baltimore, MD 21203, a corporation duly licensed to do business in the State of Texas, as surety, are held and firmly bound unto County of Colorado, Texas in the penal sum of One Hundred Thousand and no/100 (\$100,000.00) Dollars, to the payment of which well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, and assigns.

The condition of the above obligation is such that the said Principal will make payment to the County of Colorado, Texas of and for any and all damages that may be sustained to any highway or bridge under the jurisdiction of the County of Colorado, Texas by virtue of the operation of any equipment by the said Principal, for which permit is issued to operate under the provisions of Texas Civil Statutes, Article 6702-1, sec. 2.301.

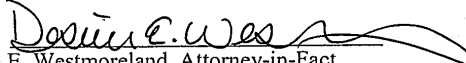
NOW, therefore, if the said Principal shall pay to the County of Colorado, Texas any and all damages that may be sustained to any highway as above recited by virtue of the operation of any equipment under the provisions of the law referred to above during a period beginning with the date of this bond and ending August 19, 2020, then this obligation to be null and void, otherwise to remain in full force and virtue at Law.

Dated this the 19th day of July, A.D. 2019 .

Prime Operating Company
Principal

By: 
(Title)

Beverly A. Cummings
~~Executive Vice President~~ Fidelity and Deposit Company of Maryland
Surety

By: 
Desiree E. Westmoreland, Attorney-in-Fact

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

AUGUST 26, 2019

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by ROBERT D. MURRAY, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Bret S. BURTON, Tim H. HEFFEL, Desiree E. WESTMORELAND, Timothy Craig SMITH, David B. MCKINNEY, Todd Alan RAMBO and Myriah A. VALDIVIA, all of Wichita, Kansas, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

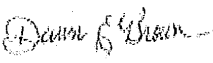
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.


IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 12th day of March, A.D. 2019.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND



By: 
Assistant Secretary
Dawn E. Brown


Vice President
Robert D. Murray

State of Maryland
County of Baltimore

On this 12th day of March, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, ROBERT D. MURRAY, Vice President, and DAWN E. BROWN, Assistant Secretary, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposed and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.





Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
AUGUST 26, 2019**

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,
this 19th day of July, 2019.



Brian M. Hodges

Brian M. Hodges, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT ALL REQUIRED INFORMATION TO:

Zurich American Insurance Co.
Attn: Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
AUGUST 26, 2019**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/29/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Frost Insurance P O Box 1315 Houston TX 77251	CONTACT NAME: PHONE (A/C, No. Ext): 713-388-1250 FAX (A/C, No): E-MAIL ADDRESS: <table style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 70%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 30%;">NAIC #</th> </tr> <tr> <td>INSURER A : Sentinel Ins Company LTD</td> <td>11000</td> </tr> <tr> <td>INSURER B : Hartford Fire Insurance Co</td> <td>19682</td> </tr> <tr> <td>INSURER C : The Hartford</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Sentinel Ins Company LTD	11000	INSURER B : Hartford Fire Insurance Co	19682	INSURER C : The Hartford		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Sentinel Ins Company LTD	11000														
INSURER B : Hartford Fire Insurance Co	19682														
INSURER C : The Hartford															
INSURER D :															
INSURER E :															
INSURER F :															
INSURED S&SIRRI-01 S & S Irrigation, Inc. 107 E Stockbridge Eagle Lake TX 77434															

COVERAGES **CERTIFICATE NUMBER: 1587177136** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			61SBMPI5356	8/13/2019	8/13/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			61UECVN3153	8/13/2019	8/13/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			61SBMPI5356	8/13/2019	8/13/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	61WBCAI8125	8/13/2019	8/13/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 5,000,000 E.L. DISEASE - EA EMPLOYEE \$ 5,000,000 E.L. DISEASE - POLICY LIMIT \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Colorado County Commissioners Court Susan Rodgers PO Box 236 Columbus TX 78934	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

© 1988-2015 ACORD CORPORATION. All rights reserved.

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

August 26, 2019

- _16. Examine and approve all accounts payable and budget amendments.

**Motion by Commissioner Hahn to approve all accounts payable; 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**

AUGUST 26, 2019

08/26/2019--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0012 GENERAL FUND CYCLE: ALL PAGE 4
 TIME:08:41 AM CLAIMS FOR PAYMENT AS OF AUGUST 26, 2019 PREPARER:0004

DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
	A-1 SHINER FIRE & SAFETY, INC.	207469	A	ANNUAL FIRE EXTINGUISHER INSPECTION	75.00
	A-1 SHINER FIRE & SAFETY, INC.	207470	A	ANNUAL FIRE EXTINGUISHER INSPECTION	240.89
	A-1 SHINER FIRE & SAFETY, INC.	207471	A	ANNUAL FIRE EXTINGUISHER INSPECTION	110.38
	BEARCOM	207585	A	(3) KENWOOD RAPID CHARGERS/#4873871	168.00
	BOUND TREE MEDICAL, LLC	207586	A	MEDICAL SUPPLIES/INV#83301901	150.62
	BOUND TREE MEDICAL, LLC	207720	A	MEDICAL SUPPLIES/INV#83309995	140.16
	CHASE CARD SERVICES	207704	A	DSHS REGULATORY PORGRAM	62.00
	CHASE CARD SERVICES	207705	A	TX EMS CONF REGISTRATION	900.00
	COLORADO CO TAX ASSESSOR/COLLECTOR	207721	A	VEHICLE REG RENEWAL/LP#1229236	7.50
	COLORADO CO TAX ASSESSOR/COLLECTOR	207722	A	VEHICLE REG RENEWAL/LP#1318046	7.50
	COLORADO CO TAX ASSESSOR/COLLECTOR	207723	A	VEHICLE REG RENEWAL/LP#1318071	7.50
	COLUMBUS TIRE CENTER	207596	A	STATE INSPECTION/INV#1889	7.00
	EMS MANAGEMENT & CONSULTANTS, INC.	207599	A	JULY EMS BILLING SVC/INV#036682	2,452.58
	FOREMOST MEDICAL EQUIPMENT	207600	A	(4) LIFEPAK 1000/INV#76686,76684-1	3,224.00
	GARWOOD VOLUNTEER FIRE DEPT	207602	A	DONATION TO LUCAS CHEST COMPRESSION	2,250.00
	HENRY SCHEIN INC.	207606	A	MEDICAL SUPPLIES/INV#67770442	431.93
	HENRY SCHEIN INC.	207724	A	MEDICAL SUPPLIES/INV#68005258	70.80
	J & W AUTO PARTS	207608	A	ANTIFREEZE/CUST#1445	18.98
	O'REILLY AUTO PARTS	207615	A	PARTS/CUST#1269382	38.78
	O'REILLY AUTO PARTS	207646	A	OIL FILTERS & OIL/CUST#1269382	63.65
	O'REILLY AUTO PARTS	207647	A	AIR PLUG & AIR CHUCK/CUST#1269382	9.24
	O'REILLY AUTO PARTS	207725	A	PARTS/CUST#1269382	905.46
	PRAXAIR DISTRIBUTION, INC.	207726	A	OXYGEN/INV#91144207	364.75
	PRESTIGE OFFICE PRODUCTS, LLC	207539	A	BAL DUE ON OFFICE SUPPLS/INV#114224	5.00
	PRESTIGE OFFICE PRODUCTS, LLC	207618	A	OFFICE SUPPLIES/INV#114577	224.23
	QUADMED, INC.	207619	A	MEDICAL SUPPLIES/INV#154071,154332	859.97
	QUADMED, INC.	207620	A	MEDICAL SUPPLIES/INV#154321,154406	738.19
	QUADMED, INC.	207621	A	MEDICAL SUPPLIES/INV#154431	8.12
	QUADMED, INC.	207727	A	MEDICAL SUPPLIES/INV#154434,154438	34.59
	QUADMED, INC.	207728	A	MEDICAL SUPPLIES/INV#154443,154446	75.73
	ROSENBAUM ELECTRIC	207543	A	REPLACE LIGHTS IN CARGO TRAILER	2,602.44
	TIME WARNER CABLE ENTERPRISES LLC	207409	R	INTERNET AT SVCS FACILITY	120.62
	TIME WARNER CABLE ENTERPRISES LLC	207412	R	INTERNET, CABLE, & PHONE AT EL EMS	304.70
	WALMART COMMUNITY/RFCSLLC	207630	A	DUCT TAPE/TR#07349	15.12
	XEROX FINANCIAL SERVICES	207635	A	XEROX COPIER LEASE PMT/INV#1730394	150.00
	DEPARTMENT TOTAL				16,845.43
0555-911 RURAL ADDRESSING					
	SYNCB/AMAZON	207563	A	HP COLOR LASERJET PRINTER	399.00
	DEPARTMENT TOTAL				399.00
0560-COUNTY SHERIFF					
	ASHLEY PLUT	207473	A	TCIC/TLETS TRAINING EXPS	38.22
	AT&T MOBILITY	207541	R	iPAD/INV#15000420	281.44
	AT&T MOBILITY	207546	R	iPAD MOBILE BROADBAND/INV#15000420	54.22
	AT&T MOBILITY	207551	R	(6) iPHONE XR'S/INV#15114722	1,261.00
	AT&T MOBILITY	207555	R	CELL PHONE CHGS/INV#15114722	435.58
	AT&T MOBILITY	207560	R	CELL PHONE CHGS/INV#15229843	13.21
	BRASHER MOTOR CO. OF WEIMAR, INC	207476	A	TAHOE REPAIRS/INV#300727	1,023.97
	CDW GOVERNMENT	207643	A	(2) 43" SMART TVs FOR DISPATCH	1,215.04
	CDW GOVERNMENT	207644	A	DELL MONITOR & CABLES/INV#TMX9241	475.79
	CDW GOVERNMENT	207645	A	PLANTRONICS HEADSET PARTS/#TMX5342	122.40
	COLORADO CO TAX ASSESSOR/COLLECTOR	207408	R	VEHICLE REG RENEWAL/LP#KFD7376	7.50
	COLUMBUS TIRE CENTER	207595	A	TIRE MOUNTING/INV#1918	106.37
	FEDERAL EXPRESS CORP	207601	A	SHIPPING CHGS/INV#6-707-22254	33.52
	INTELLICHOICE, INC.	207526	A	EFORCE ANNUAL LICENSE & SUPPORT	1,400.00
	LAURE CHOLLETT	207532	A	TCIC/TLETS TRAINING EXPS	35.00

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
AUGUST 26, 2019

**COLORADO
COUNTY**

**INDIGENT
HEALTH CARE**

***AUGUST
2019***

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
AUGUST 26, 2019**



Form 105

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


County Name Colorado Co. Indigent Report for (Month/Year) 08/2019
or
Amendment of the Report for (Month/Year)

I. REIMBURSABLE EXPENDITURES during This Report Month

Physician Services	1.	\$930.52	
Prescription Drugs	2.	\$229.04	
Hospital, Inpatient Services	3.	\$0.00	
Hospital, Outpatient Services	4.	\$3,529.77	
Laboratory/X-Ray Services	5.	\$113.62	
Skilled Nursing Facility Services	6.	\$0.00	
Family Planning Services	7.	\$0.00	
Rural Health Clinic Services	8.	\$539.28	
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. \$5,342.23
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. \$5,342.23

II. EXPENDITURE TRACKING for State Assistance Funds Eligibility/Reimbursement

TOTAL EXPENDITURES for Current State Fiscal Year (9/1 - 8/31) \$	<u>76,424.71</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

08/22/2019
Date

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
AUGUST 26, 2019

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

September, 2019

ACTIVE CASES:

Edwardo Torres
Donna Blair
Manuel Hernandez
Linda Saucedo
Brenda Ellison
Raymond Hernandez

Joe L. Toliver Jr.
Pamela Lieu
Albert Rios
Brandon Barton
Leigh Ann Bingham
Roberto Robert Alonso

DENIED DUE TO CHANGE :

DENIED APPLICATIONS:

APPROVED APPLICATIONS: Roberto Robert Alonso

APPLICATIONS PENDING [DISABILITY/SSI]:

(Approved SSI w/Medicaid)

(Income)

(Moved)

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

August 26, 2019

- _17. **CLOSED SESSION:** Pursuant to Section 551.071 and 551.129, Texas Government Code, to conduct a private consultation with the County's attorney regarding contemplated litigation, and to authorize any required, necessary or possible action deemed to serve the best interests of Colorado County, Texas.

Judge Prause stated it is now 9:53 AM, Court will go into Closed Session.

- _18. **OPEN SESSION:** Pursuant to Section 551.102, Texas Government Code, to take final action, decision, or vote on the matter(s) deliberated in the closed meeting of Colorado County Commissioners Court.

Judge Prause stated at 10:56 AM, Court is back in Open Session.

Motion by Commissioner Gertson to authorize the County Judge to explore the possibility pursuing the Opioid Litigation; seconded by Commissioner Wessels; 5 ayes 0 nays, motion carried, it was so ordered.

- _19. Announcements (without discussion and no action) by elected officials/department heads.

Michael Furrh, EMS Director stated been a busy last (2) weeks. We had no available ambulances in the County, but Austin County came over, along with East Bernard. We did (26) calls in a (24) hour period.

Commissioner Gertson stated still hot and dry with a lot of calls the last couple of days. Wanted to report Precinct No. 4 finally completed all our FEMA roads for Harvey Projects and now we can get back to normal maintenance.

Commissioner Hahn reported he met with representative from LCRA regarding Beason Park, did get to see the drawings, hope to get started late September or first of October, will be about an eight month project, things will look a whole lot better.

Judge Prause reported that Robert R Wells Airport is temporarily not in service, starting at 6:00 AM this morning until 6:00 AM next Monday morning a total of (7) days, for maintenance on the runway, sealcoating the runway, a company from Kerrville will be working during the week.

Next, as important as I can say this, the TCEQ Meeting before the Commissioners, with our battle on the Landfill will be scheduled for September 11th at 9:30 AM, at the TCEQ Office in Austin off of Hwy 35 North. Please if you can tell your family, friends, neighbors to attend to voice their opinions and be heard.

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

August 26, 2019

This is first on the Agenda, which Judge Prause read the Agenda Item to the Court. Commissioner Kubesch wanted to give a big shout out to the Weimar and Schulenburg Fire Departments with all their help during the horrific traffic accident that happened last week on I-10. They came to get the 4,000 gallon County water truck that has the pumpers on it. They always call me to service it back, which I am grateful for that, cause we had to do some service to it. It is a very important part of us all working together.

Commissioner Wessels stated for everyone to come out and support the Fair.

Raymie Kana, County Auditor informed this is the 2nd year anniversary of Hurricane Harvey, it took (2) years to get the projects done. The County will receive 1.4 million dollars from Hurricane Harvey (FEMA) once all the paperwork is done.

Linda Holman, District Clerk informed the bottom vault is completely full, top vault is almost full. Just boxed up (57) boxes of felony cases. Judge Prause replied we can put this on the Agenda at another date to discuss.

Mary Jane Poenitzsch, Tax Assessor/Collector stated last week of month, can't believe it.

20. 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.

21. Budget Workshop. (Kana)

Raymie Kana, County Auditor stated she passed out the sheet with the increases in Elected Official salaries and the notice will be in this weeks paper, and will be adopted on September 9, 2019. Raymie also brought up suggestion from Billy Kahn regarding electrical on Courtyard, we have money in the Courthouse Restoration Fund, that is the only thing we can use it for is for restoration. It was decided to see if Chamber of Commerce gets grant then we will revisit this again. Raymie informed that she is working on a sheet for workers like Chuck and some others to write down their hours to show the Court.

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

August 26, 2019

_22. Adjourn.

Motion by Judge Prause to adjourn at 11:08 AM; seconded by Commissioner Hahn.

**An audio recording of this meeting of August 26, 2019 is available in the County
Clerk's Office.**

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

AUGUST 26, 2019

Minutes were taken and prepared by Kimberly Menke, County Clerk on the 26th day of August, 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 26th day of August, 2019.

Given under my hand and official seal of office this date August 26, 2019.

