

COLORADO COUNTY COMMISSIONERS COURT
NOTICE OF OPEN MEETING

DATE OF MEETING: APRIL 27, 2020 – 9:00 A.M.
BUILDING: Colorado County Courthouse, County Courtroom
STREET LOCATION : 400 Spring Street
CITY OF LOCATION : Columbus, Texas

Pursuant to the Suspension Order by Governor Abbott of certain provisions of the Texas Open Meetings laws, the commissioners court meeting will be closed to more than 10 people present in the meeting room to protect the public, staff and members from potential exposure to the Coronavirus (COVID-19). Anyone can also remotely participate in the meeting by the Zoom meetings app or a toll-free dial in number listed below:

Join Zoom Meeting
<https://txcourts.zoom.us/j/96720155638>
Meeting ID: 967 2015 5638
One tap mobile
+13462487799,,96720155638# US (Houston)
+16699006833,,96720155638# US (San Jose)
Dial by your location
+1 346 248 7799 US (Houston)
+1 669 900 6833 US (San Jose)
+1 312 626 6799 US (Chicago)
+1 929 205 6099 US (New York)
+1 253 215 8782 US
+1 301 715 8592 US
Meeting ID: 967 2015 5638
Find your local number: <https://txcourts.zoom.us/u/ab7k8UvHMH>

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 27th day April 2020, 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.**

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
APRIL 27, 2020**

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**

APRIL 27, 2020

COLORADO COUNTY COMMISSIONERS COURT
NOTICE OF OPEN MEETING

FILED FOR RECORD
COLORADO COUNTY, TX

2020 APR 23 PM 4:10

DATE OF MEETING: APRIL 27, 2020 – 9:00 A.M.
BUILDING: Colorado County Courthouse, County Courtroom
STREET LOCATION : 400 Spring Street
CITY OF LOCATION : Columbus, Texas

KIMBERLY MENKE
COUNTY CLERK

N.D.

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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 declaring May 7, 2020 as "National Day of Prayer".
4. Proclamation declaring the week of May 3-9, 2020 as "National Correctional Officers and Employees Week".
5. Proclamation declaring May 15, 2020 as "Peace Officers Memorial Day" and May 10-16, 2020, the week in which it falls, as "National Police Week".
6. Proclamation declaring April 26 - May 3, 2020 as "Soil & Water Stewardship Week".
7. Approval of the Preliminary Subdivision Plat for Legacy Oaks Subdivision submitted by Leyco Legacy, LLC, located in Precinct No. 1. (Wessels)
8. Approval of the Agreement between Colorado County and Frank Surveying Company, Inc. dba FSC Inc., for engineering/architectural/surveyor services provided under the Community Development Block Grant – Disaster Recovery (CDBG-DR) program, Texas General Land Office Contract No. 20-065-079-C231.
9. Request by Texana Center to abate lease payment for the Eagle Lake center while premises are unoccupied due to COVID-19. (Prause)

**MINUTES OF THE COLORADO COUNTY
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- _10. Request by St. Christina's Ambulance Service, LLC d/b/a St. Andrew's EMS for a Letter of Approval from Colorado County pursuant to Section 773.0573 of the Texas Health and Safety Code. (Furrh)
- _11. Acceptance of CARES Act Provider Relief Fund stimulus payment in the amount of \$54,695.61. (Furrh)
- _12. Approval of the purchase of a Command Vehicle for the Colorado County Office of Emergency Management- purchase costs to be shared equally by OEM, Precinct No. 1, Precinct No. 3 and Precinct No. 4. (Rogers)
- _13. Transfer funds from Precinct No. 1, Precinct No. 3 and Precinct No. 4 (\$38,968.25 each) to Office of Emergency Management line item "Motor Vehicle" for purchase of Command Vehicle.
- _14. Changes to the County Employee Policy and Procedures Manual due to COVID-19. (Kana)
- _15. Consent:
 - a. Robert Schuck declines to serve on grievance committee.
 - b. Performance Bond No. 9223133 posted by H&C Construction Co., Inc.
 - c. Payment Bond No. 9223133 posted by H&C Construction Co., Inc.
 - d. Notice from Texas Division of Emergency Management of Public Assistance subgrants PA-06-TX-4332-PW-05145; PW-04807; PW-04909; PW-04992; PW-04927; PW-04390; PW-04382; PW-02610; PW-03693; PW-03738; PW-03597; PW-03701; and PW-03613.
- _16. Examine and approve all accounts payable and budget amendments.
- _17. Announcements (without discussion and no action) by elected officials/department heads.
- _18. Commissioners Court Members sign all documents and papers acted upon or approved.
- _19. Adjourn.

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

**MINUTES OF THE COLORADO COUNTY
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__2. Public comments.

Judge Prause stated there were no Public Comments from anyone in attendance or by Zoom Meeting app.

__3. Proclamation declaring May 7, 2020 as "National Day of Prayer".

Judge Prause read Proclamation to the Court.

Motion by Judge Prause to approve Proclamation declaring May 7, 2020 as "National Day of Prayer"; 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**

APRIL 27, 2020

**A PROCLAMATION for
National Day of Prayer**

- WHEREAS:** The 68th observance of the National Day of Prayer will be held on Thursday, May 7, 2020, with the theme "Pray God's Glory Across the Earth" based on Habakkuk 2:14 NIV; and
- WHEREAS:** A National Day of Prayer has been part of our national heritage since it was declared by the First Continental Congress in 1775 and the United States Congress in 1952 approved as a Joint Resolution, "That the President shall set aside and proclaim a suitable day each year, other than a Sunday, as a National Day of Prayer, on which the people of the United States may turn to God in prayer and meditation at churches, in groups and as individuals"; and
- WHEREAS:** The United States Congress, in 1988 by Public Law 100-307, as amended, establishes, "An act to provide for setting aside the first Thursday in May as the date on which the National Day of Prayer is celebrated"; and
- WHEREAS:** Leaders and citizens of our communities, cities, states and nation are afforded the privilege of prayer with the joy of seeking divine guidance, strength, protection and comfort from Almighty God; and
- WHEREAS:** Recognizing the love of God, we, citizens of Colorado County, Texas, treasure the freedom to gather in prayer, exercising reliance on God's power in the face of present challenges and threats, asking for His blessing on every individual of our county.

NOW, THEREFORE, I, Ty Prause, the County Judge of Colorado County, Texas, do hereby proclaim, **May 7, 2020**, as a

DAY OF PRAYER

throughout the County of Colorado and I commend this observance to all of our citizens.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of Colorado County, Texas to be affixed on this 27th day of April, 2020.


Ty Prause, County Judge

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

APRIL 27, 2020

PRAY GOD'S GLORY *Across the Earth*

"FOR THE EARTH WILL BE FILLED WITH
THE KNOWLEDGE OF THE GLORY OF THE LORD
AS THE WATERS COVER THE SEA."

HABAKKUK 2:14 NIV

MAY 7, 2020

KULM FM 98.3

Live Streaming at <http://www.kulmradio.com>

Top of the Hour

10 AM to 4 PM

Local, National Leaders Prayers for Our Nation

NATIONAL
DAY OF
PRAYER

NATIONALDAYOFPRAYER.ORG

**MINUTES OF THE COLORADO COUNTY
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- __4.** Proclamation declaring the week of May 3-9, 2020 as "National Correctional Officers and Employees Week".

Judge Prause read Proclamation to the Court.

**Motion by Judge Prause to approve Proclamation declaring the week of May 3-9, 2020
as "National Correctional Officers and Employees Week"; 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

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PROCLAMATION

PROCLAMATION OF THE COLORADO COUNTY
COMMISSIONERS COURT

NATIONAL CORRECTIONAL OFFICERS AND EMPLOYEES
WEEK MAY 3 - 9, 2020

WHEREAS, National Correctional Officers Week was first proclaimed on May 5, 1984, by President Ronald Reagan when he signed Proclamation 5187 creating "National Correctional Officers Week", to recognize the men and women who work in jails, prisons and community corrections across the country; and

WHEREAS, National Correctional Officers and Employees Week became the official name the first full week in May when, in 1986, the US Senate officially changed the name from "National Correctional Officers Week"; and

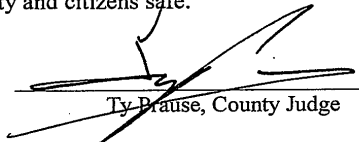
WHEREAS, National Correctional Officers and Employees Week has been designated as the week of May 3, 2020 through May 9, 2020, by the US Department of Justice and the Federal Bureau of Prisons; and

WHEREAS, National Correctional Officers and Employees Week honors the work of correctional officers and correctional personnel for their service with honor, respect and integrity; and

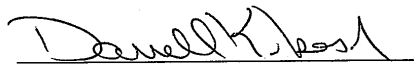
WHEREAS, National Correctional Officers and Employees Week raises awareness of the duties, hazards and sacrifices made by the Correctional Workers; and

WHEREAS, National Correctional Officers and Employees Week in Colorado County recognizes employees of the Colorado County Sheriff's Office Corrections Division for their role in safeguarding the citizens of Colorado County by providing safe, secure and humane incarceration of offenders within their custody;

NOW THEREFORE, BE IT RESOLVED that we the Commissioners Court of Colorado County, hereby proclaim the week of May 3, 2020 through May 9, 2020, as "National Correctional Officers and Employees Week", and urge all citizens to join in honoring the men and women whose diligence and professionalism keep our county and citizens safe.


Ty Brause, County Judge


Doug Wessels, Commissioner Pct. 1


Darrell Kubesch, Commissioner Pct. 2


Tommy Hahn, Commissioner Pct. 3


Darrell Gertson, Commissioner Pct. 4

**MINUTES OF THE COLORADO COUNTY
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- __5. Proclamation declaring May 15, 2020 as "Peace Officers Memorial Day" and May 10-16, 2020, the week in which it falls, as "National Police Week".

Judge Prause read Proclamation to the Court.

Motion by Judge Prause to approve Proclamation declaring May 15, 2020 as "Peace Officers Memorial Day" and May 10-16, 2020, the week in which it falls, as "National Police Week"; 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

APRIL 27, 2020



NATIONAL POLICE WEEK PROCLAMATION

WHEREAS, the Congress and President of the United States have designated May 15 as Peace Officers Memorial Day, and the week in which it falls as Police Week; and

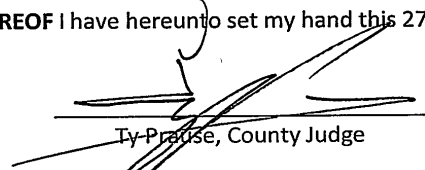
WHEREAS, the members of the combined Colorado County Law Enforcement agencies play an essential role in safeguarding the rights and freedoms of the citizens of Colorado County; and

WHEREAS, it is important that all citizens know and understand the problems, duties and responsibilities of their local peace officers, and that members of our local law enforcement agencies recognize their duty to serve the people by safeguarding life and property, by protecting them against violence or disorder, and by protecting the innocent against deception and the weak against oppression or intimidation:

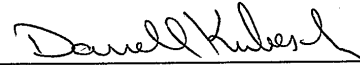
NOW, THEREFORE, BE IT RESOLVED that we, the Commissioners Court of Colorado County, call upon all citizens to observe the week of Sunday, May 10 through Saturday, May 16, 2020, in which May 15 falls, as Police Week by commemorating and thanking our peace officers, past and present, who by their faithful and loyal devotion to their responsibilities have rendered a dedicated service to their communities and, in doing so, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens.

WE FURTHER call upon all citizens to observe May 15 as Peace Officers Memorial Day to honor those peace officers who, through their courageous deeds, have lost their lives or have become disabled in the performance of duty.

IN WITNESS, WHEREOF I have hereunto set my hand this 27th day of April, 2020.


Ty Prusse, County Judge


Doug Wessels, Commissioner Pct. 1


Darrell Kubesch, Commissioner Pct. 2


Tommy Hahn, Commissioner Pct. 3


Darrell Gertson, Commissioner Pct. 4

**MINUTES OF THE COLORADO COUNTY
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__6. Proclamation declaring April 26 - May 3, 2020 as "Soil & Water Stewardship Week".

Judge Prause read Proclamation to the Court.

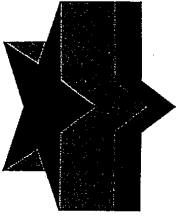
**Motion by Judge Prause to approve Proclamation declaring April 26 - May 3, 2020 as
"Soil & Water Stewardship Week"; seconded by Commissioner Hahn; 5 ayes 0 nays;
motion carried, it was so ordered.**

(See Attachment)

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

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TEXAS STATE
Soil & Water
CONSERVATION BOARD



2020
**SOIL & WATER STEWARDSHIP WEEK
PROCLAMATION**

Whereas fertile soil and clean water provide us with our daily sustenance, and
Whereas effective conservation practices have helped provide us a rich standard of living, and
Whereas our security depends upon healthy soil and clean water, and
Whereas stewardship calls for each person to help conserve these precious resources,
Therefore, I do hereby proclaim April 26th to May 3rd, 2020, Soil & Water Stewardship Week.



A handwritten signature in black ink.

Colorado County Judge

Name, Title

4-27-20

Date Signed

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

APRIL 27, 2020

- __7. Approval of the Preliminary Subdivision Plat for Legacy Oaks Subdivision submitted by Leyco Legacy, LLC, located in Precinct No. 1. (Wessels)

At this time Chip Schneider and Chuck Rogers left the Courtroom to allow Kim

**Johnson and Currie Luedecke with Leyco Legacy, LLC to come into the Courtroom
and still be within our (10) person limit.**

**Subdivision has (17) lots, ranging from (1.6) to (12) acres, off of FM2434. Most of the
lots are at least (6) acres so the buyers could get ag exemptions.**

**David Leyendecker is the engineer that will look over final plans and was the engineer
for Providence Landing.**

**Commissioner Kubesch wanted to make sure the drainage meets all requirements
for the storm water prevention plan and the soil does not become impervious.**

**Commissioner Hahn stated that if David Leyendecker goes by our guidelines
which we put in place years ago then everything should be good.**

There will be deed restrictions set in place.

**Judge Prause stated during this time we need new homes and more resources and
commend you for taking this subdivision on. And before us today is the approval
of the Preliminary Subdivision Plat which from what I have seen they have met.**

**Motion by Commissioner Wessels to approve the Preliminary Subdivision Plat for
Legacy Oaks Subdivision submitted by Leyco Legacy, LLC, located in Precinct No. 1;
seconded by Commissioner Hahn; 5 ayes 0 nays; motion carried, it was so ordered.**

(See Attachment)

MINUTES OF THE COLORADO COUNTY
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SUBDIVISION APPLICATION
for Colorado County, Texas

FILED FOR RECORD
COLORADO COUNTY, TX

2020 APR 14 PM 3:39

This form must be filled out in its entirety and submitted along with all documents required by the Colorado County Subdivision and Development Rules.

KIMBERLY MENKE
COUNTY CLERK

PROPOSED NAME OF SUBDIVISION: Legacy Oaks

PRECINCT IN WHICH THE SUBDIVISION LIES: Precinct #1

PRECINCT COMMISSIONER: Commissioner Doug Wessels

NAME OF PROPERTY OWNER: Leyco Legacy LLC
Address: 3977 Highway 90 Columbus, Texas 78934
Telephone No: (979) 732-3302

NAME OF APPLICANT: Kim Johnson, Currie Ludecke
Company: Leyco Legacy LLC
Address: 3977 Highway 90 Columbus, Texas 78934
Telephone No: (979) 732-3302

DATE PLAT FILED: _____

TOTAL ACREAGE OF DEVELOPMENT: 94.5638 Acres

INTENDED USE OF LOTS:

Residential: Commercial/Industrial: _____

TOTAL NUMBER OF LOTS: 17 Lots

FRONTAGE ON EXISTING ROAD: _____

COUNTY ROAD: _____

STATE ROAD: 544.42 foot

OTHER ROAD: _____

IS THERE FLOODPLAIN WITHIN SUBDIVISION BOUNDARY?
YES: _____ NO:

SCHOOL DISTRICT(S): Columbus ISD

NEW ROADS IN DEVELOPMENT:

PUBLIC ROADS: Legacy Oaks Lane + Legacy Ct.

PRIVATE ROADS: _____

SOURCE OF WATER: Private well
(PUBLIC WATER SUPPLY, RAINWATER CATCHMENT, PRIVATE WELL, SHARED WELL)

ANTICIPATED WASTEWATER SYSTEM: Conventional Septic System
(CONVENTIONAL SEPTIC SYSTEM, CLASS I PERMITTED SYSTEM, COLLECTIVE SANITARY SEWER)

FINAL PLAT WITH STREETS OR DRAINAGE IMPROVEMENTS ONLY

FISCAL SECURITY TYPE: _____

FISCAL SECURITY EXPIRATION DATE (if applicable): _____

Note: See County Clerk for a list of County Officials (Judge, Commissioners and their addresses)

MINUTES OF THE COLORADO COUNTY
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Preliminary Plat Checklist
Colorado County, Texas

SUBDIVISION NAME: Legacy Oaks

APPLICATION MATERIALS:

- Three (3) blue line copies of plat
- Application fees
- Completed subdivision application
- Letter of water/wastewater availability

GENERAL INFORMATION:

Comments:

- Subdivision name _____
- Boundary lines/total acreage _____
- # of lots/size categories _____
- Acreage & dimensions of lots _____
- Parks, squares, greenbelts, schools, etc. N/A
- Adjoining subdivisions/property owners _____
- Name & address of surveyor/engineer _____
- Name & address of owner/applicant _____
- Area map showing general location _____
- North arrow, scale and date _____
- Boundary lines of cities and ETJs _____
- School district note or boundaries _____

MINUTES OF THE COLORADO COUNTY
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FLOODPLAIN & DRAINAGE INFORMATION:

100-year floodplain and floodway

None on Site

Streams, rivers, ponds, lakes

STREETS & RIGHT OF WAY INFORMATION:

Location, length and ROW widths

Location and size of access easements

WATER, WASTEWATER, UTILITIES INFORMATION:

Electric, phone, gas, utility providers

Location of utility easements

Water & sewer utility providers

PLAT NOTES:

Water Supply Note

Sewage Disposal Note

**MINUTES OF THE COLORADO COUNTY
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- ___8. Approval of the Agreement between Colorado County and Frank Surveying Company, Inc. dba FSC Inc., for engineering/architectural/surveyor services provided under the Community Development Block Grant – Disaster Recovery (CDBG-DR) program, Texas General Land Office Contract No. 20-065-079-C231.

Commissioner Gertson informed this is for the grant money put out there from Hurricane Harvey. We got approved and part of this same program is to get the process going. We received \$1.5 million dollars.

Motion by Commissioner Gertson to approve the Agreement between Colorado County and Frank Surveying Company, Inc. dba FSC Inc., for engineering/architectural/surveyor services provided under the Community Development Block Grant – Disaster Recovery (CDBG-DR) program, Texas General Land Office Contract No. 20-065-079-C231;

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

(See Attachment)

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

APRIL 27, 2020

ENGINEERING/ARCHITECTURAL/SURVEYOR SERVICES

PART I - AGREEMENT

THIS AGREEMENT, effective on the date of selection by the Court, made on the ___ DAY OF April, 2020 by and between the COUNTY OF Colorado, hereinafter called the "Client" and Frank Surveying Company, Inc., DBA FSC Inc. hereinafter called "Firm," procured in conformance with Texas Government Code 2254 and 2 C.F.R. Part 200.

Firm agrees to render Client engineering/architecture/surveyor services for Client's U.S. Department of Housing and Urban Development Community Development Block Grant – Disaster Recovery ("CDBG-DR") funds, administered by the Texas General Land Office ("GLO") for damage sustained from Hurricane Harvey, as provided in the provisions titled, "Part IV, Scope of Work" and attached hereto and incorporated by reference herein (the "Services").

The parties mutually agree as follows:

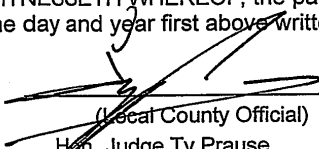
1. Scope of Services - The Firm will perform the services set out in Part IV, Scope of Work.
2. Time of Performance - Services shall commence no earlier than upon execution of this agreement. In any event, Firm shall use commercially reasonable efforts to perform all services required and performed hereunder within either 730 calendar days or the project's administrative closure date, as defined by GLO, whichever is later.
3. Local Program Liaison - For purposes of this Agreement, the County or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Firm. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.
4. Compensation and Method of Payment - The maximum amount of compensation and reimbursement to be paid hereunder is a fixed fee of \$ 187,269.00. Payment to the Firm shall be based on satisfactory completion of identified milestones in Part II - Payment Schedule of this Agreement.
5. Indemnification - The Firm shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the County and its agency members from and against any and all claims, costs, suits, and damages, including attorney's fees, arising out of the Firm's performance or nonperformance of the activities, services or subject matter called for in this Agreement, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.
6. Miscellaneous Provisions
 - a. This Agreement shall be construed under and accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Colorado County, Texas.
 - b. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
 - c. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
 - d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
 - e. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to an incorporated into this Agreement.
7. Extent of Agreement - This Agreement, which includes **Parts I-V and Attachments A-E**, represents the entire and integrated agreement between the County and the Firm and supersedes all prior negotiations,

MINUTES OF THE COLORADO COUNTY
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APRIL 27, 2020

representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by authorized representatives of both County and the Firm.

IN WITNESSETH WHEREOF, the parties have executed this Agreement by causing the same to be signed on the day and year first above written.

BY: 

(Legal County Official)
Hon. Judge Ty Prause

(Printed Name)
Colorado County Judge

(Title)

BY: 

(Firm/Contractor's Authorized Representative)
Kirk E. Lowe

(Printed Name)
Vice President of Engineering

(Title)

**MINUTES OF THE COLORADO COUNTY
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**ENGINEERING SERVICES
PART II- PAYMENT SCHEDULE**

County shall reimburse the Firm for professional services provided upon completion of the following project milestones per the following percentages of the maximum contract amount:

Milestone	% of Contract Fee
• Engineering Notice to Proceed	30%
• 100% Design Approved	30%
• Bid Advertise	10%
• Construction Notice to Proceed	15%
• As-Builts/ CoCC/FWCR	15%
Total	<hr/> 100%

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

APRIL 27, 2020

**ENGINEERING SERVICES
PART III - TERMS AND CONDITIONS**

1. Termination of Agreement for Cause. If the Firm fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Firm violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the County shall have the right to terminate this Agreement by giving written notice to the Firm of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Firm pursuant to this Agreement shall, at the option of the County, be turned over to the City / County and become the property of the County. In the event of termination for cause, the Firm shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.

Notwithstanding the above, the Firm shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by the Firm, and the County may set-off the damages it incurred as a result of the Firm's breach of the contract from any amounts it might otherwise owe the Firm.

2. Termination for Convenience of the County.
County may at any time and for any reason terminate Firm's services and work at County's convenience upon providing written notice to the Firm specifying the extent of termination and the effective date. Upon receipt of such notice, Firm shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

Upon such termination, Firm shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement plus (2) such other costs actually incurred by Firm as are permitted by the prime contract and approved by County. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Firm prior to the date of the termination of this Agreement. Firm shall not be entitled to any claim or claim of lien against County for any additional compensation or damages in the event of such termination and payment.

3. Changes. The County may, from time to time, request changes in the services the Firm will perform under this Agreement. Such changes, including any increase or decrease in the amount of the Firm's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Agreement.
3. Resolution of Program Non-Compliance and Disallowed Costs. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or CDBG-DR program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Agreement and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

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5. Personnel.
 - a. The Firm represents that he/she/it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the County.
 - b. All of the services required hereunder will be performed by the Firm or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
 - c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the County. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.
6. Assignability. The Firm shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County thereto; Provided, however, that claims for money by the Firm from the County under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the County.
7. Reports and Information. The Firm, at such times and in such forms as the County may require, shall furnish the County such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.
8. Records and Audits. The Firm shall insure that the County maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner that conforms to 2 CFR 200.300-.309, 24 CFR 570.490, and this Agreement. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Agreement. The Firm and the County shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Agreement or the period required by other applicable laws and regulations.
9. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Firm under this contract are confidential and the Firm agrees that they shall not be made available to any individual or organization without the prior written approval of the County.
10. Copyright. No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Firm.
11. Compliance with Local Laws. The Firm shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Firm shall save the County harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.
12. Conflicts of Interest.
 - a. Governing Body. No member of the governing body of the County and no other officer, employee, or agent of the County, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of CDBG-DR award between GLO and the County, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.
 - b. Other Local Public Officials. No other public official, who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the CDBG-DR award between GLO and the County, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.

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a. The Firm and Employees. The Firm warrants and represents that it has no conflict of interest associated with the CDBG-DR award between GLO and the County or this Agreement. The Firm further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the CDBG-DR award between GLO and the County or in any business, entity, organization or person that may benefit from the award. The Firm further agrees that it will not employ an individual with a conflict of interest as described herein.

13. Debarment and Suspension (Executive Orders 12549 and 12689)

The Firm certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (1986) and 12689 (1989). The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Firm. The Firm understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

Federal Compliance.

14. Equal Opportunity Clause (applicable to federally assisted construction contracts and subcontracts over \$10,000).

During the performance of this contract, the Firm agrees as follows:

- a. The Firm will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Firm will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The Firm will, in all solicitations or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The Firm will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- d. The Firm will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Firm's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The Firm will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The Firm will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the Firm's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in

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whole or in part and the Firm may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- h. The Firm will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Firm will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Firm becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Firm may request the United States to enter into such litigation to protect the interests of the United States.
15. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
16. Section 109 of the Housing and Community Development Act of 1974. The Firm shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
17. Section 504 of the Rehabilitation Act of 1973, as amended. The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.
18. Age Discrimination Act of 1975. The Firm shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
19. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) (if contract greater than or equal to \$100,000)
The Firm certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining this contract. The Firm shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
20. Economic Opportunities for Section 3 Residents and Section 3 Business Concerns.
a. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
b. The parties to this Agreement agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
c. The Firm agrees to send to each labor organization or representative of workers with which the Firm has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Firm's commitments under this section 3 clause, and will

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post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

d. The Firm agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Firm will not subcontract with any subcontractor where the Firm has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

e. The Firm will certify that any vacant employment positions, including training positions, that are filled (1) after the Firm is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Firm's obligations under 24 CFR part 135.

f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

g. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

21. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

a. The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

b. Affirmative steps must include:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

22. Patent Rights and Inventions - The Firm shall comply with the requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract. (2 CFR 200 Appendix II (f) and Rights to Inventions in 37 CFR Part 401).

Rights to Inventions Made Under a Contract or Agreement - If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative

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Agreements," and any implementing regulations issued by the awarding agency. (2 CFR 200 Appendix II (f), Rights to Inventions).

23. Energy Efficiency – The Firm shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201). (2 CFR 200 Appendix II (h)).
24. Access to Records - The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the Texas General Land Office, and the County, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Firm which are pertinent to the CDBG-DR award, in order to make audits, examinations, excerpts, and transcripts, and to closeout the County's CDBG-DR contract with GLO.
25. Retention of Records - The Firm shall retain all required records for three years after the County makes its final payment and all pending matters are closed.
26. Verification No Boycott Israel. As required by Chapter 2270, Government Code, the Firm hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
27. Foreign Terrorist Organizations. Pursuant to Chapter 2252, Texas Government Code, the Firm represents and certifies that, at the time of execution of this Agreement neither the Firm, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.
28. GLO Local Infrastructure Program Engineering Fee Cap. Total engineering fees paid under this [Engineering Contract], including any subcontracts, shall not exceed the GLO's cap of fifteen percent (15%) of the final total construction activity costs. Engineering includes design, bidding and construction phase services and associated work including special services (surveying, materials, testing, onsite inspections, environmental support, etc.) Any decrease in the total construction budget, including those resulting from lower-than-anticipated bid pricing, change orders or reduced project scope, will automatically adjust the total not-to-exceed fee owed to the engineer to not more than fifteen percent (15%) of the new total construction activity budget.

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**ENGINEERING SERVICES
PART IV - SCOPE OF WORK**



**TEXAS GENERAL LAND OFFICE
ENGINEERING
SCOPE OF WORK**

SCOPE OF SERVICES REQUESTED.....
DESCRIPTION OF SERVICES AND SPECIAL CONDITIONS
ENGINEERING SERVICES.....

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SCOPE OF SERVICES REQUESTED

Firms will help the Client and GLO fulfill State and Federal Community Development Block Grant Disaster Recovery ("CDBG-DR") statutory responsibilities related to disaster recovery for presidentially declared disasters in Texas. Firms will assist in the completion of CDBG qualified housing or non-housing projects. Respondents may be qualified to provide Engineering services for housing projects, non-housing projects, or both. Engineering services must be performed in compliance with the U.S. Department of Housing and Urban Development ("HUD") and guidelines issued by the GLO. Firms will be bound to specific terms and conditions found in the sample general terms and conditions.

DESCRIPTION OF SERVICES AND SPECIAL CONDITIONS

Respondents will be required to show the ability to provide all the Engineering services described below. Respondent shall then provide a detailed description of how they meet the requirement, describing their knowledge and experience, as well as providing discrete examples of previous work where applicable.

General Requirements

- (a) Coordinate, as necessary, between subrecipient and its service providers (i.e., Engineer, Environmental, Contracted Construction Company, Grant Administrator, etc.) and GLO regarding project design services.
- (b) Provide monthly project status updates.
- (c) Funding release will be based on deliverables identified in the contract.

Initial Engineering and Design Support

Respondents will be required to show the ability to provide all the Engineering services described below:

- (a) Assist with the development of grant applications, as necessary.
- (b) Provide all project information necessary to ensure timely execution of the environmental review.
- (c) Provide preliminary engineering, investigations, and drawings sufficient to achieve the preliminary design milestone, including at a minimum:
 - i. Cross sections/elevations
 - ii. Project layout/staging areas
 - iii. General notes
 - iv. Special notes
 - v. Design details

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- vi. Specifications
 - vii. Utility relocation designs
 - viii. Construction limits, including environmentally sensitive areas that should be avoided during construction
 - ix. Required permits
 - x. Quantities
 - xi. Estimate of construction costs to within +/- 25%
 - xii. Schedules for design, permitting, acquisition and construction
- (d) Design surveying, topographic and utility mapping.
 - (e) Perform subsurface explorations for project sites, as necessary.
 - (f) Prepare horizontal alignments/layouts for all proposed project alternatives necessary to fully describe the project scope, anticipated limitations, and potential project impacts.
 - (g) Recommend value engineering options (alternative design, construction methods, procurement, etc.) that may improve efficiency, expedite the schedule, or reduce project costs for the subrecipient.
 - (h) Identify, acquire and submit all necessary permits and approvals required for design approval and construction.
 - (i) Submit all necessary deliverables to the appropriate entity for review and comment. Adjust project and/or design to satisfactorily address any comments, as necessary.
 - (j) Prepare plans and profiles, including vertical design information for the selected alternative.
 - (k) Identify and address potential obstacles to project implementation (i.e., pipelines, easements, permitting, environmental, etc.) prior to moving forward with the final design.
 - (l) Support subrecipient with acquisition or property/servitudes/right-of-way documentation as required by the City to facilitate the project, preparing right of way surveys and/or property boundary maps and legal descriptions of parcels to be acquired.
 - (m) Provide project schedules from cradle to grave in MS Project format or equal as approved by the subrecipient based on GLO guidance.

Engineering and Final Design Support

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to final design support:

- (a) Prepare plans and profiles, including necessary design information for the selected alternative sufficient to achieve all detailed design milestones. Examples include, but are

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not limited to:

- i. Cross sections/elevations
 - ii. Project layout/staging areas
 - iii. General notes
 - iv. Special notes
 - v. Design details
 - vi. Specifications
 - vii. Utility relocation designs
 - viii. Construction limits, including environmentally sensitive areas that should be avoided during construction
 - ix. Required permits
 - x. Quantities
 - xi. Estimate of construction costs to within +/- 20%
 - xii. Schedules for design, permitting, acquisition and construction
- (b) Provide information to appropriate individuals for the development of environmental fund release reports and floodplain maps.
 - (c) Identify, acquire and submit all necessary permits and approvals required for design approval and construction.
 - (d) Provide hard copy, if necessary, reproducible plan drawings and bid documents, in addition to electronic copies to the subrecipient, upon design completion, and as requested during design. Electronic copies should be in the native format (AutoCAD DWG) along with PDF packages and should contain all corresponding references, databases, or files associated with the completed design documents.
 - (e) Assist the subrecipient and any service provider related to the project with all necessary documentation to ensure compliance with all Program requirements and regulations.

Bid and Award Support

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to bid and award support.

- (a) Submit appropriate items and support subrecipient in the development of complete bid package.
- (b) Prepare and assist subrecipient in the advertisements for bid solicitation.
- (c) Support development and issuance of bid-related documents necessary to complete bid

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process (e.g., bid proposal form, bid addenda and supporting documentation).

- (d) Attend and support subrecipient at pre-bid conference and bid opening.
- (e) Support subrecipient with ongoing communication during bid process.
- (f) Support subrecipient to complete bid tabulation and evaluation of responses and provide recommendation for award.
- (g) Support subrecipient to negotiate and finalize contract documents, including issuance of the Notice to Proceed, in accordance with program and subrecipient requirements.
- (h) Support subrecipient in the conducting of a preconstruction conference.

Contract Management and Construction Oversight

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to contract management and construction oversight.

- (a) Ensure delivery of subrecipient project in accordance with contract.
- (b) Provide ongoing Construction Oversight Reports detailing the status of construction for subrecipient project.
- (c) Review all service provider submittals to ensure compliance with construction contract documents and provide recommendations to subrecipient.
- (d) Provide periodic and final inspections and tests reports, as required for the project.
- (e) Provide on-site supervision and oversight of construction activities at a minimum on a bi-weekly basis or as directed by the GLO or subrecipient.
- (f) Review Construction Change Orders and provide recommendation to subrecipient as to appropriate action.
- (g) Review invoice/draw requests and provide recommendation to subrecipient as to appropriate action, in compliance with the construction contract documents.
- (h) Obtain independent cost estimates for validation purposes, as required.
- (i) Review and respond to requests for information/clarification.
- (j) Support subrecipient with issue identification and claims resolutions.
- (k) Enter all requisite information into the GLO system of record in accordance with established policies and procedures.
- (l) Develop a final "as built" report of quantities, drawings, and specifications.
- (m) Issue to the subrecipient, for execution, a Certificate of Construction Completion within 30 days of final inspection approval.
- (n) Deliver "as-built" drawings to the subrecipient within 30 days of project completion.
- (o) Host and/or attend project coordination meetings in person, by phone, or by video conference, which may or may not fall during normal business hours.
- (p) Perform other contract management and construction oversight duties as required to

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ensure success of the subrecipient project.

- (g) Provide necessary certifications to regulatory agencies of project completion and compliance (ex. TCEQ).
- (h) Submit all final invoices within 60 days after contract or work order expiration.

Specialized Services

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to specialized services.

- (a) Provide Detailed Surveying as may be required for a project.
- (b) Provide Site Specific Testing as may be required for a project.
- (c) Provide Legal documentation for property and/or easements to be acquired (i.e., field notes, etc.).

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**ENGINEERING SERVICES
PART V - PROJECT TIME SCHEDULE**

See Part V Attachment

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Exhibit 1. MONTHLY STATUS REPORT

Grant Subrecipient: _____ Date Submitted: _____
Grant No.: _____ Reporting Period: _____

Project Status: _____

Date of Last Inspection: _____
Name of Inspector: _____

Inspection Description: _____

Projected Date of Construction Completion: _____
Amount of Last Pay Request: _____
Date of Last Pay Request: _____
Status of Last Pay Request: _____

List of Subcontractors Onsite

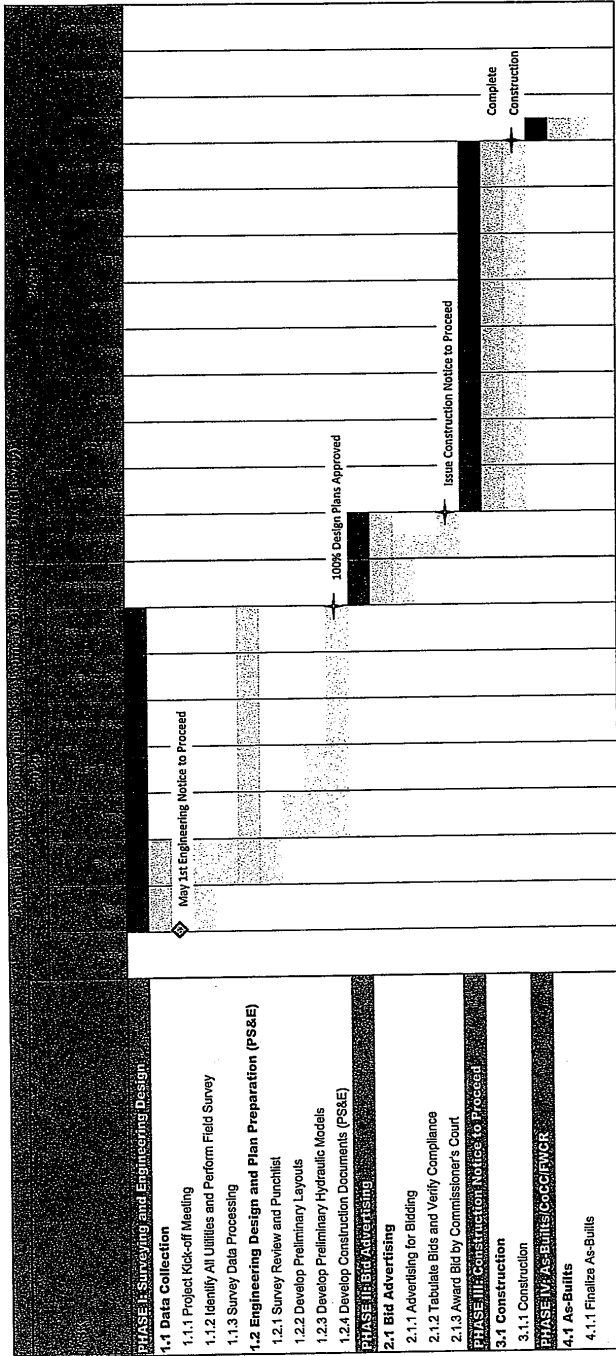
Name	Date Cleared by Grant Administrator
_____	_____
_____	_____
_____	_____

**This report may be e-mailed or faxed to the Grant Subrecipient*

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PART V
PROJECT TIME SCHEDULE



PART V

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- __9. Request by Texana Center to abate lease payment for the Eagle Lake center while premises are unoccupied due to COVID-19. (Prause)**

Judge Prause read letter he received from Texana Center regarding lease payment to the Court.

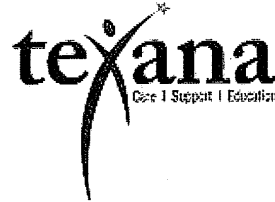
Commissioner Gertson informed there is activities still going on in the building.

Motion by Judge Prause to deny request by Texana Center to abate lease payment for the Eagle Lake center while premises are unoccupied due to COVID-19; seconded by Commissioner Gertson; 5 ayes 0 nays; motion carried, it was so ordered.

(See Attachment)

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

APRIL 27, 2020



Judge Ty Prause
Colorado County Courthouse
400 Spring Street, Room 107
P.O. Box 236
Columbus, Texas 78934

Dear Judge Prause,

I am writing on behalf of Texana Center to ask you and the County Commissioners to consider suspending our lease payment for the Texana Center Learning Center at Eagle Lake located at 1016 Old Altair Road Eagle Lake, Texas 77434.

Due to the current orders by Governor Abbott that prohibit our individuals from attending the learning center, we are unable to provide the services at the facility and must provide support to individuals and families to receive services in the community. The suspension of the lease payment would assist us in providing modified services to people in the community.

We are asking if the lease payment of \$1,500 could be suspended until the Governors orders are lifted and we can resume normal business. The County Commissioners, following your leadership, have been very generous in their support of people with intellectual and developmental disabilities in Colorado County.

We greatly appreciate your consideration on this matter. If there is any information that you need from me regarding this request, I can be contacted by phone at (281) 690-3575 or by email at kevin.barker@texanacenter.com.

Sincerely,

A handwritten signature in black ink, appearing to be "KB", written over a horizontal line.

Kevin Barker
Director of IDD Provider Services
Texana Center

CC: Darrell Gertson, County Commissioner Precinct 4

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

APRIL 27, 2020



Colorado County, Texas

TY PRAUSE
County Judge

Ph. (979) 732-2604
Fax (979) 732-9389
ty.prause@co.colorado.tx.us

P.O. Box 236
400 Spring Street, Rm. 107
Columbus, Texas 78934

April 27, 2020

Mr. Kevin Barker
Director of IDD Provider Services
Texana Center
1003 Old Altair Road
Eagle Lake, Texas 77434

Re: Texana Learning Center at Eagle Lake

Dear Mr. Barker:

Our Commissioners Court met today and considered the request to abate the lease payments. There was some discussion about the facility still having some people there, whether it be employees or clients.

But in the larger picture, the unanimous vote of the Court was not to forego any revenue sources at this point due to the expected down spikes we anticipate in the Texas economy in the coming months.

Respectfully,

A handwritten signature in black ink, appearing to read "Ty Prause", written over a horizontal line.

Ty Prause
Colorado County Judge

**MINUTES OF THE COLORADO COUNTY
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APRIL 27, 2020

- _10. Request by St. Christina's Ambulance Service, LLC d/b/a St. Andrew's EMS for a Letter of Approval from Colorado County pursuant to Section 773.0573 of the Texas Health and Safety Code. (Furrh)

Michael Furrh, EMS Director was contacted via email from St. Christina's Ambulance Service, LLC attorney requesting this.

Judge Prause stated the County has invested a lot of tax dollars into our EMS program to meet the shortage and don't see the need to inviting another private service into what we have invested in and our resources.

Motion by Commissioner Hahn to deny request by St. Christina's Ambulance Service, LLC d/b/a St. Andrew's EMS for a Letter of Approval from Colorado County pursuant to Section 773.0573 of the Texas Health and Safety Code; 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**

APRIL 27, 2020

[COLORADO COUNTY LETTERHEAD]

April __, 2020

EMS Certification – MC 2835
Texas Department of State Health Services (DSHS)
PO Box 149347
Austin, Texas 78714-9347

**Re: Colorado County – Letter of Approval for St. Christina's Ambulance Service, LLC d//b/a
St. Andrew's EMS**

Dear Sir or Madam:

I write on behalf of the Colorado County in connection with the EMS Provider License Application for St. Christina's Ambulance Service, LLC d/b/a St. Andrew's EMS (the "Provider"). Colorado County hereby approves the addition of the Provider as an EMS provider in the municipality. Pursuant to Texas Health & Safety Code Section 773.0573(b)(1)-(3), please let this letter certify the following:

1. The addition of another licensed emergency medical services provider will not interfere with or adversely affect the provision of emergency medical services by the licensed emergency medical services providers operating in the municipality or county;
2. The addition of another licensed emergency medical services provider will remedy an existing provider shortage that cannot be resolved through the use of the licensed emergency medical services providers operating in the municipality or county; and
3. The addition of another licensed emergency medical services provider will not cause an oversupply of licensed emergency medical services providers in the municipality or county.

Thank you for your attention to this matter. If you have any questions, or if you require any additional information, please do not hesitate to contact me at [e-mail] or [phone number].

Sincerely,

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

APRIL 27, 2020



Colorado County, Texas

TY PRAUSE
County Judge

Ph. (979) 732-2604
Fax (979) 732-9389
ty.prause@co.colorado.tx.us

P.O. Box 236
400 Spring Street, Rm. 107
Columbus, Texas 78934

April 27, 2020

Ms. Rachel Taylor
Bradley Arant Boult Cummings LLP
Roundabout Plaza, 1600 Division Street, Suite 700
Nashville, TN 37203

Dear Ms. Taylor:

Colorado County Commissioners Court met on April 27, 2020 and considered the request for a letter of approval for St. Christina's Ambulance Service, LLC d/b/a St. Andrew's EMS to operate in Colorado County.

The Agenda Item was read, discussed and denied by unanimous vote of the "Commissioners Court".

Respectfully,

A handwritten signature in black ink, appearing to read "Ty Prause", written over a horizontal line.

Ty Prause
Colorado County Judge

**MINUTES OF THE COLORADO COUNTY
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APRIL 27, 2020

- _11. Acceptance of CARES Act Provider Relief Fund stimulus payment in the amount of \$54,695.61.
(Furrh)

**Motion by Judge Prause to approve acceptance of CARES Act Provider Relief Fund
stimulus payment in the amount of \$54,695.61; seconded by Commissioner Gertson;
5 ayes 0 nays; motion carried, it was so ordered.**

(See Attachment)

**MINUTES OF THE COLORADO COUNTY
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APRIL 27, 2020



DEPARTMENT OF HEALTH & HUMAN SERVICES

Acceptance of Terms and Conditions

If you receive a payment from funds appropriated in the Public Health and Social Services Emergency Fund for provider relief ("Relief Fund") under Division B of Public Law 116-127 and retain that payment for at least 30 days without contacting HHS regarding remittance of those funds, you are deemed to have accepted the following Terms and Conditions. Please also indicate your acceptance below. This is not an exhaustive list and you must comply with any other relevant statutes and regulations, as applicable.

Your commitment to full compliance with all Terms and Conditions is material to the Secretary's decision to disburse these funds to you. Non-compliance with any Term or Condition is grounds for the Secretary to recoup some or all of the payment made from the Relief Fund.

These Terms and Conditions apply directly to the recipient of payment from the Relief Fund. In general, the requirements that apply to the recipient, also apply to subrecipients and contractors under grants, unless an exception is specified.

Relief Fund Payment Terms and Conditions

- The Payment means the funds received from the Public Health and Social Services Emergency Fund ("Relief Fund"). The Recipient means the healthcare provider, whether an individual or an entity, receiving the Payment.
- The Recipient certifies that it billed Medicare in 2019; provides or provided after January 31, 2020 diagnoses, testing, or care for individuals with possible or actual cases of COVID-19; is not currently terminated from participation in Medicare; is not currently excluded from participation in Medicare, Medicaid, and other Federal health care programs; and does not currently have Medicare billing privileges revoked.
- The Recipient certifies that the Payment will only be used to prevent, prepare for, and respond to coronavirus, and shall reimburse the Recipient only for health care related expenses or lost revenues that are attributable to coronavirus.
- The Recipient certifies that it will not use the Payment to reimburse expenses or losses that have been reimbursed from other sources or that other sources are obligated to reimburse.
- The Recipient shall submit reports as the Secretary determines are needed to ensure compliance with conditions that are imposed on this Payment, and such reports shall be in such form, with such content, as specified by the Secretary in future program instructions directed to all Recipients.
- Not later than 10 days after the end of each calendar quarter, any Recipient that is an entity receiving more than \$150,000 total in funds under the Coronavirus Aid, Relief, and

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Economics Security Act (P.L. 116-136), the Coronavirus Preparedness and Response Supplemental Appropriations Act (P.L. 116-123), the Families First Coronavirus Response Act (P.L. 116-127), or any other Act primarily making appropriations for the coronavirus response and related activities, shall submit to the Secretary and the Pandemic Response Accountability Committee a report. This report shall contain: the total amount of funds received from HHS under one of the foregoing enumerated Acts; the amount of funds received that were expended or obligated for each project or activity; a detailed list of all projects or activities for which large covered funds were expended or obligated, including: the name and description of the project or activity, and the estimated number of jobs created or retained by the project or activity, where applicable; and detailed information on any level of sub-contracts or subgrants awarded by the covered recipient or its subcontractors or subgrantees, to include the data elements required to comply with the Federal Funding Accountability and Transparency Act of 2006 allowing aggregate reporting on awards below \$50,000 or to individuals, as prescribed by the Director of the Office of Management and Budget.

- The Recipient shall maintain appropriate records and cost documentation including, as applicable, documentation required by 45 CFR § 75.302 – Financial management and 45 CFR § 75.361 through 75.365 – Record Retention and Access, and other information required by future program instructions to substantiate the reimbursement of costs under this award. The Recipient shall promptly submit copies of such records and cost documentation upon the request of the Secretary, and Recipient agrees to fully cooperate in all audits the Secretary, Inspector General, or Pandemic Response Accountability Committee conducts to ensure compliance with these Terms and Conditions.
- The Secretary has concluded that the COVID-19 public health emergency has caused many healthcare providers to have capacity constraints. As a result, patients that would ordinarily be able to choose to receive all care from in-network healthcare providers may no longer be able to receive such care in-network. Accordingly, for all care for a presumptive or actual case of COVID-19, Recipient certifies that it will not seek to collect from the patient out-of-pocket expenses in an amount greater than what the patient would have otherwise been required to pay if the care had been provided by an in-network Recipient.

The following statutory provisions also apply:

General Provisions in FY 2020 Consolidated Appropriation

SEC. 202. Executive Pay. None of the funds appropriated in this title shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of Executive Level II:

SEC. 210. Funding Prohibition for Gun Control Advocacy. None of the funds made available in this title may be used, in whole or in part, to advocate or promote gun control.

**MINUTES OF THE COLORADO COUNTY
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DEPARTMENT OF HEALTH & HUMAN SERVICES

SEC. 503. Lobbying

(a) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111-148 shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself.

(b) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111-148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

(c) The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

SEC. 506. Prohibits Use of Federal Funds for Abortions.

(a) None of the funds appropriated in this Act, and none of the funds in any trust fund to which funds are appropriated in this Act, shall be expended for any abortion.

(b) None of the funds appropriated in this Act, and none of the funds in any trust fund to which funds are appropriated in this Act, shall be expended for health benefits coverage that includes coverage of abortion.

(c) The term "health benefits coverage" means the package of services covered by a managed care provider or organization pursuant to a contract or other arrangement.

SEC. 507 Limitations on Abortion Funding Prohibition

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(a) The limitations established in the preceding section shall not apply to an abortion—

(1) if the pregnancy is the result of an act of rape or incest; or

(2) in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy itself, that would, as certified by a physician, place the woman in danger of death unless an abortion is performed.

(b) Nothing in the preceding section shall be construed as prohibiting the expenditure by a State, locality, entity, or private person of State, local, or private funds (other than a State's or locality's contribution of Medicaid matching funds).

(c) Nothing in the preceding section shall be construed as restricting the ability of any managed care provider from offering abortion coverage or the ability of a State or locality to contract separately with such a provider for such coverage with State funds (other than a State's or locality's contribution of Medicaid matching funds).

(d)(1) None of the funds made available in this Act may be made available to a Federal agency or program, or to a State or local government, if such agency, program, or government subjects any institutional or individual health care entity to discrimination on the basis that the health care entity does not provide, pay for, provide coverage of, or refer for abortions.

(2) In this subsection, the term "health care entity" includes an individual physician or other health care professional, a hospital, a provider-sponsored organization, a health maintenance organization, a health insurance plan, or any other kind of health care facility, organization, or plan.

Prohibits Use of Funds for Embryo Research

SEC. 508. Prohibits Use of Funds for Embryo Research

(a) None of the funds made available in this Act may be used for—

(1) the creation of a human embryo or embryos for research purposes; or

(2) research in which a human embryo or embryos are destroyed, discarded, or knowingly subjected to risk of injury or death greater than that allowed for research on fetuses in utero under 45 CFR 46.204(b) and section 498(b) of the Public Health Service Act (42 U.S.C. 289g(b)).

(b) For purposes of this section, the term "human embryo or embryos" includes any organism, not protected as a human subject under 45 CFR 46 as of the date of the enactment of this Act,

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that is derived by fertilization, parthenogenesis, cloning, or any other means from one or more human gametes or human diploid cells.

SEC. 509. Prohibits Promotion of Legalization of Controlled Substances

(a) None of the funds made available in this Act may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established by section 202 of the Controlled Substances Act except for normal and recognized executive-congressional communications.

(b) The limitation in subsection (a) shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

SEC. 515. (b) Prohibits Asking Candidates for Federal Scientific Advisory Committees Their Political Affiliations; Prohibits Distribution of Intentionally False Information

(b) None of the funds made available in this Act may be used to disseminate information that is deliberately false or misleading.

SEC. 520. Pornography.

(a) None of the funds made available in this Act may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

(b) Nothing in subsection (a) shall limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

SEC. 521. Prohibits Funding ACORN or Its Affiliates or Subsidiaries. None of the funds made available under this or any other Act, or any prior Appropriations Act, may be provided to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, allied organizations, or successors.

SEC. 527. Prohibits Federal Funding for Needle Exchange Except in Limited Circumstances. Notwithstanding any other provision of this Act, no funds appropriated in this Act shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug: *Provided*, That such limitation does not apply to the use of funds for elements of a program other than making such purchases if the relevant State or local health department, in consultation with the Centers for Disease Control and Prevention, determines that the State or local jurisdiction, as applicable, is experiencing, or is at risk for, a significant increase in

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hepatitis infections or an HIV outbreak due to injection drug use, and such program is operating in accordance with State and local law.

Government-wide General Provisions

SEC. 718. Propaganda. No part of any appropriation contained in this or any other Act shall be used directly or indirectly, including by private contractor, for publicity or propaganda purposes within the United States not heretofore authorized by the Congress.

SEC. 732. Privacy Act. None of the funds made available in this Act may be used in contravention of section 552a of title 5, United States Code (popularly known as the Privacy Act), and regulations implementing that section.

SEC. 742. Confidentiality Agreements.

(a) None of the funds appropriated or otherwise made available by this or any other Act may be available for a contract, grant, or cooperative agreement with an entity that requires employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The limitation in subsection (a) shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

SEC. 743. Nondisclosure Agreements

(a) No funds appropriated in this or any other Act may be used to implement or enforce the agreements in Standard Forms 312 and 4414 of the Government or any other nondisclosure policy, form, or agreement if such policy, form, or agreement does not contain the following provisions: "These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this SEC. 743. (a) No funds appropriated in this or any other Act may be used to implement or enforce the agreements in Standard Forms 312 and 4414 of the Government or any other nondisclosure policy, form, or agreement if such

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policy, form, or agreement does not contain the following provisions: "These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling." *Provided*, That notwithstanding the preceding provision of this section, a nondisclosure policy form or agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence-related activity, other than an employee or officer of the United States Government, may contain provisions appropriate to the particular activity for which such document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such nondisclosure forms shall also make it clear that they do not bar disclosures to Congress, or to an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.

(b) A nondisclosure agreement may continue to be implemented and enforced notwithstanding subsection (a) if it complies with the requirements for such agreement that were in effect when the agreement was entered into.

(c) No funds appropriated in this or any other Act may be used to implement or enforce any agreement entered into during fiscal year 2014 which does not contain substantially similar language to that required in subsection (a).

SEC. 744. Unpaid Federal Tax Liability. None of the funds made available by this or any other Act may be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless a Federal agency has considered suspension or debarment of the corporation and has made a determination that this further action is not necessary to protect the interests of the Government.

SEC. 745. Criminal Felony Limitation. None of the funds made available by this or any other Act may be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that was

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convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless a Federal agency has considered suspension or debarment of the corporation and has made a determination that this further action is not necessary to protect the interests of the Government.

Other Appropriations Provisions

42 U.S.C. 289d note No funds appropriated under this Act or subsequent Departments of Labor, Health and Human Services, and Education, and Related Agencies Appropriations Acts shall be used by the National Institutes of Health, or any other Federal agency, or recipient of Federal funds on any project that entails the capture or procurement of chimpanzees obtained from the wild. For purposes of this section, the term 'recipient of Federal funds' includes private citizens, corporations, or other research institutions located outside of the United States that are recipients of Federal funds.

Other Statutory Provisions

Trafficking in Persons

This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104)

a. Provisions applicable to a recipient that is a private entity.

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.
2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
 - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either-
 - A. Associated with performance under this award; or
 - B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 376.

b. Provision applicable to a recipient other than a private entity.

- We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity-
1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

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2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either
 - i. Associated with performance under this award; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 376

c. Provisions applicable to any recipient.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term
2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

1. "Employee" means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
3. "Private entity":
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - ii. Includes:
 - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - B. A for-profit organization.
4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102)

Whistleblower Protections

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DEPARTMENT OF HEALTH & HUMAN SERVICES

You are hereby given notice that the 48 CFR section 3.908, implementing section 828, entitled "Pilot

Program for Enhancement of Contractor Employee Whistleblower protections," of the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. 112-239, enacted January 2, 2013) applies to this award.

Human Subjects Protections

If any activities under this project will involve human subjects in any research activities, you must provide satisfactory assurance of compliance with the participant protection requirement of the HHS/OASH Office of Human Research Protection (OHRP) prior to implementation of those research components. This assurance should be submitted to the OHRP in accordance with the appropriate regulations.

Fraud, Abuse and Waste:

The HHS Inspector General accepts tips and complaints from all sources about potential fraud, waste, abuse, and mismanagement in Department of Health and Human Services' programs. Your information will be reviewed promptly by a professional staff member. Due to the high volume of information that they receive, they are unable to reply to submissions. You may reach the OIG through various channels.

Internet: <https://forms.oig.hhs.gov/hotlineoperations/index.aspx>

Phone: 1-800-HHS-TIPS (1-800-447-8477)

Mail: US Department of Health and Human Services

Office of Inspector General

ATTN: OIG HOTLINE OPERATIONS

PO Box 23489

Washington, DC 20026

For additional information visit <https://oig.hhs.gov/fraud/report-fraud/index.asp>

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- _12. Approval of the purchase of a Command Vehicle for the Colorado County Office of Emergency Management- purchase costs to be shared equally by OEM, Precinct No. 1, Precinct No. 3 and Precinct No. 4. (Rogers)

Chuck Rogers, Emergency Management Coordinator informed this truck will have the capability to be in contact in areas that are considered "dead spot" which none of our radios can communicate with one another. Drone information will be accessible from (2) laptops in the back of vehicle for people to make critical calls. This vehicle can also operate as an alternate dispatch in the event our dispatch at the Sheriff's Office goes down.

Other than programing the radios, when the truck gets here it is ready to go.

Commissioner Kubesch asked Chuck if he went to Raymie with this; he replied no.

Also, if he tried to write a Grant for this, he said no, they do not pay for trucks.

Commissioner Kubesch questioned if Chad had equal power as Chuck? Chuck replied he is the Coordinator and Chad works under me as a Deputy Director.

Commissioner Wessels questioned if more than one person will be trained to operate vehicle, Chuck replied yes, Chad and others will be trained. This truck belongs to the County and others will be trained.

Judge Prause stated we cannot get off this agenda item and discuss other items.

Commissioner Wessels stated that I would like to give Commissioner Kubesch the option to participate before we call for question? Commissioner Kubesch replied he refuses for the reason of what he was told earlier about where the money was coming from to purchase this vehicle.

Judge Prause reread Agenda Item and called for question.

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

APRIL 27, 2020

Motion by Judge Prause to approve the purchase of a Command Vehicle for the Colorado County Office of Emergency Management- purchase costs to be shared equally by OEM, Precinct No. 1, Precinct No. 3 and Precinct No. 4, not changing, altering or editing the Agenda Item in anyway which has to be posted before we can act on; 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

APRIL 27, 2020



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076
[855] 289-6572 • [855] BUY-NJPA • [831] 480-8497 Fax
Fleet@NationalAutoFleetGroup.com

April 20, 2020

Colorado County Emergency Management
Mr. Charles Rogers
350 Radio Ln, Room 103
Columbus, TX 78934

Delivery Via Email

Dear Mr. Rogers,

In response to your inquiry, we are pleased to submit the following for your consideration:

National Auto Fleet Group will sell, service and deliver to 911 Vehicles, new/unused 2020 Ram 2500 Crew Cab 4X4 Big Horn SLT Short Bed and responding to your requirement with the attached specifications for \$ 56,055.00 plus Upfit and \$8.75 tire tax (non-taxable). These vehicles are available under the NJPA master vehicle contract# 120716-NAF. This cost includes Snug Top Shell,

Selling Price	56,055.00
Upfit per Spec	99,818.00 (cost includes upfit, inspection, graphics, delivery)
Sub Total	155,873.00
Sales tax TBD	Colorado County to pay own sales Tax
Tire Tax	8.75
Lic Exempt	Colorado County to License in their state
Shipping	in upfit cost, if pick up the will credit back
Total	155,881.75 + above fees TBD Per Unit

NOTES: Travel is set up for 2 people for two trips and 1-night Hotcl, One trip mid inspection, One trip final.

National Auto Fleet Group welcomes the opportunity to assist you in your vehicle requirements.

Kevin Buzzard
National Law Enforcement Sales Manager
National Auto Fleet Group
Wondries Fleet Group
626-656-8431 O
714-2641867 C
562-684-4672 F



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

APRIL 27, 2020



5604 E. La Palma Ave. Anaheim, CA 92807
P: 714-808-0911 F: 714-808-0916 www.911vehicle.com

Qty		Breakdown with labor	EXTENSION	TOTAL
BASE ELECTRICAL SYSTEM				
1		Engineering and Design Layout	630.00	
2		Dual Battery system w/ (2) 48-720 batteries underneath	935.00	
2		Additional Odyssey 48-720 in rear boxes	1,040.00	
2		In Rear Dual Battery Boxes	950.00	
1		Dual Battery Isolation System	425.00	
1		Main DC Power / Ground Electrical Buss System	1,545.00	
1		911V-Huec Vehicle Load Manager	3,845.00	
1		Key Ignition Control System	150.00	
1		Park Neutral Control System	200.00	
1		Command Center Control System	255.00	
EMERGENCY LIGHTING AND SIREN WARNING				
1		Code 3 Siren and Lighting Controller	1,615.00	
2		Code 3 Defender Lightbar with Dual Haze LEDs	6,075.00	
2		Code 3 Haze-3-way LEDs in Factory Lights	730.00	
1		Headlight Flasher	285.00	
1		Installation of Opticom (CS)	395.00	
2		L.E.D. Lights mounted under side view mirrors	850.00	
2		Whelen M7R Lights on Front Grille	890.00	
2		Whelen M7R Lights on Side of Front Fender	995.00	
2		Whelen M7R Lights on Side of Rear Fender	890.00	
4		Whelen M7R L.E.D.'s on Tail Gate	1,570.00	
1		Siren speakers mounted behind grill	499.00	
1		Arrowstick mounted on rear of car	1,390.00	
1		Backup Alarm with Override Switch	285.00	
1		Air Horn with Compressor and Tank with Foot Switch	795.00	
Command and Center Console Module				
1		Neutral Center Console for Paddles and Lighting Controller	1,125.00	
1		Loading Gun Box and Dual Beverage Holder in Console	0.00	
2		Arm rests mounted on each side of the console	255.00	
1		AC-DC/NO Storage Box behind windshield console	948.00	
1		LED Lighting in Side Compartments and Rear of Shell	525.00	
1		911 Custom Rear Command Module	8,305.00	
1		On Screw Solutions Bed Side with 70% B 100% Extension	2,010.00	
1		Secure Locking Drawer for Weapons Storage	611.00	
1		Communications Cabinet under rear seat	900.00	
1		Interior Command center Lighting	695.00	
1		Dimmer Switch on Command Desk LED Light	340.00	
1		Recall Dry Erase Surface on Tail Gate and Sills of Command Desk	811.00	
1		Custom Slide Tray to Mount MDC in Command Desk	650.00	
1		iPad Mount at Rear Command Desk	160.00	
RADIOS AND COMPUTERS				
1		Cordless Voice 900 Wireless Modem	1,465.00	
1		Kenwood VN7000 VHF/700-800 MHz Dual Head Radio	6,585.00	
1		Kenwood VN7000 UHF/700-800 MHz Single Head Radio	5,845.00	
1		Kenwood VN7000 FIB/600 MHz Dual Head Radio	6,025.00	
3		NCS-3SERIES Multi-Switcher and Cables	6,770.00	
3		NCS-C411 Audio Delay Modules for Kenwood Radios	2,715.00	
1		2- Palm Mics, 6- Speakers and Face Plates for NCS System	1,866.00	
1		Faceplate holders on console	340.00	
1		911Vehicle Intercom 3 PTT Simulators 2 Radio TX	1,725.00	
2		Mobile Radio Intercom Interfaces	880.00	
2		Radio Interfaces for Rear Radio transmit stations	930.00	
2		911Vehicle DTMF-TCF Modems	570.00	
8		Roof Mounted Antennas	1,390.00	
1		Multi-Band Antenna for Wireless Modem	425.00	
OTHER EQUIPMENT				
1		Misc. Parts and Materials (Loam, Connectors, Etc.)	470.00	
2		LED Lights with 3 way switch mounted under rear bumper	480.00	
1		Interior Overhead LED Dome Light (Red/White) in Cab	290.00	
1		Remote Door Unlock Switch in Grill	555.00	
1		Mount Front ID Plates on Grill	285.00	
1		SCBA Mounting Bracket Installed	425.00	
1		20 Amp Super Auto Elect for Battery Charger	750.00	
2		Redcan Flashlights	620.00	
1		Shore Power Relay Bypass System	505.00	
1		Pro-line 100amp Battery Charger and 2000watt Inverter	2,510.00	
2		A/C Receivers for Inverter Power Use	425.00	
2		Outlets in Each Side of Compartment of Shell	265.00	
2		20 Amp Auxiliary DC Sockets with Rubber Cover	750.00	
6		Dual USB Sockets with Rubber Cover	750.00	
2		19" LED HD TV's with Video Matrix and Stand	1,140.00	
1		Custom TV Mount to Tilt Up from Command Desk	1,265.00	
1		Apple TV Integrated to Video Matrix	670.00	
2		Off Air HD TV Antenna and Cabling	880.00	
1		Final Inspection Trips for 2 People, 1 Night Hotel	1,750.00	
1		Delivery of Vehicle from Anaheim to Colorado County, TX	3,500.00	
SUBTOTALS			\$ 99,518.00	
SALES TAX			Out of State \$ -	
TOTAL			\$ 99,518.00	

(CS) = Customer Supplied

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

APRIL 27, 2020

- _13. Transfer funds from Precinct No. 1, Precinct No. 3 and Precinct No. 4 (\$38,968.25 each) to Office of Emergency Management line item "Motor Vehicle" for purchase of Command Vehicle.**

Motion by Judge Prause to approve to transfer funds from Precinct No. 1, Precinct No. 3 and Precinct No. 4 (\$38,968.25 each) to Office of Emergency Management line item "Motor Vehicle" for purchase of Command Vehicle; seconded by Commissioner Gertson; 5 ayes 0 nays; motion carried, it was so ordered.

- _14. Changes to the County Employee Policy and Procedures Manual due to COVID-19. (Kana)**

Motion by Commissioner Gertson to approve changes to the County Employee Policy and Procedures Manual due to COVID-19; seconded by Commissioner Wessels; call for question; Commissioner Kubesch stated he wants a written order if the County shuts down due to whatever reasons; Judge Prause stated that he will try to answer Commissioner Kubesch's question regarding a written order, I will happily give you one. Commissioner Kubesch kept referring back to Hurricane Harvey when only (2) of his men worked and the rest were off with pay, he got "over shot" and this is not a productive practice. Again, Judge Prause called for question, we have a motion and second on the floor, all in favor of approving changes; 5 ayes 0 nays; motion carried, it was so ordered.

(See Attachment)

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

APRIL 27, 2020

EMERGENCY CLOSING

1. It may become necessary to close the County Offices including Road & Bridge Departments due to inclement weather, ice/snow, flooding, building conditions, communicable disease control, or health risks. If this occurs, the County Judge will have the authority to decide whether to OFFICIALLY close the County Offices including Road & Bridge Departments and for the employees to receive pay for this. The Sheriff will have the authority to close County facilities in case of a security threat.
2. EMS, Jail, and Sheriff Department personnel are continuously operating public safety and will be paid their regular wage during the emergency closure.
3. In the event that an emergency closing is ordered by the County Judge, regular full-time employees may be granted Administrative Leave up to 15 days. This time off is not considered time worked and will not be used to determine eligibility for overtime.
4. Any employee who is off or scheduled to be off on sick leave, vacation, holiday, compensatory time, FMLA or leave without pay during a period of emergency closure shall have their leave recorded as such.
5. Any essential employee who fails to report to work as scheduled during an emergency closing shall use vacation, compensatory time or time off without pay, at the discretion of the department head.
6. An elected official may choose to close his or her office at any time; however, until the County Judge has officially closed the County Offices including Road & Bridge Departments, employees shall use accrued leave (vacation, compensatory time) or time without pay.
7. Whenever there is an official emergency closure, all who are called in to work will be compensated at one and one half times their hourly rate. Essential personnel may include any personnel designated by the County Judge or department heads.
8. Exempt employees do not earn overtime pay, except in cases of emergencies or disaster as declared by County, State or Federal governments. When a State of Emergency or Disaster is declared, exempt employees overtime for services rendered for Colorado County related to the declared emergency will be compensated in like manner as a non-exempt employee.
9. Emergency Administrative Leave up to 15 days with pay for those employees who are sent home by their elected official to insure the safety, welfare, and health of the employee.

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

APRIL 27, 2020

EMERGENCY CLOSING

1. It may become necessary to close the County Offices including Road & Bridge Departments due to inclement weather, ice/snow, flooding, or similar disaster. If this occurs, the County Judge will have the authority to decide whether to OFFICIALLY close the County Offices including Road & Bridge Departments and for the employees to receive pay for this. The Sheriff will have the authority to close County facilities in case of a security threat.
2. EMS, Jail, and Sheriff Department personnel are continuously operating public safety and will be paid their regular wage during the emergency closure.
3. In the event that an emergency closing is ordered by the County Judge, regular full-time employees will be paid their regular wage as the day will be recorded as an official closed day. This time off is not considered time worked and will not be used to determine eligibility for overtime.
4. Any employee who is off or scheduled to be off on sick leave, vacation, holiday, compensatory time, FMLA or leave without pay during a period of emergency closure shall have their leave recorded as such.
5. Any essential employee who fails to report to work as scheduled during inclement weather or disaster shall use vacation, compensatory time or time off without pay, at the discretion of the department head.
6. An elected official may choose to close his or her office at any time; however, until the County Judge has officially closed the County Offices including Road & Bridge Departments, employees shall use accrued leave (vacation, compensatory time) or time without pay.
7. Whenever there is an official emergency closure, all who are called in to work will be compensated at one and one half times their hourly rate. Essential personnel may include any personnel designated by the County Judge or department heads.
8. Exempt employees do not earn overtime pay, except in cases of emergencies or disaster as declared by County, State or Federal governments. When a State of Emergency or Disaster is declared, exempt employees overtime for services rendered for Colorado County related to the declared emergency will be compensated in like manner as a non-exempt employee.

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

APRIL 27, 2020

- _15. Consent:
- a. Robert Schuck declines to serve on grievance committee.
 - b. Performance Bond No. 9223133 posted by H&C Construction Co., Inc.
 - c. Payment Bond No. 9223133 posted by H&C Construction Co., Inc.
 - d. Notice from Texas Division of Emergency Management of Public Assistance subgrants PA-06-TX-4332-PW-05145; PW-04807; PW-04909; PW-04992; PW-04927; PW-04390; PW-04382; PW-02610; PW-03693; PW-03738; PW-03597; PW-03701; and PW-03613.

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

seconded by Commissioner Gertson; 5 ayes 0 nays; motion carried, it was

so ordered.

(See Attachment)

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

APRIL 27, 2020



Colorado County, Texas

TY PRAUSE
County Judge

Ph. (979) 732-2604
Fax (979) 732-9389
ty.prause@co.colorado.tx.us

P.O. Box 236
400 Spring Street, Rm. 107
Columbus, Texas 78934

March 19, 2020

Mr. Robert Schuck
1073 Wagon Wheel Drive
Weimar, Texas 78962

Dear Mr. Shuck:

The law requires that the Commissioners Court officially organize a Grievance Committee, whose job it is to consider a grievance of a county elected official with respect to the salary set for that official by the Commissioners Court. The Grievance Committee is composed of the six county-wide elected officials and three persons drawn from the list of Grand Jurors that served in the past. Your name was drawn from that list of Grand Jurors at the Commissioners Court meeting on January 13, 2020.

The only time this committee can be called upon to serve would be immediately following the adoption of the County Budget, which will occur in September. However, I do not expect an elected official to ask for the committee to meet.

Please initial at the bottom of this letter whether you agree to serve or decline to serve, and return this letter in the enclosed envelope.

Very truly yours,

A handwritten signature in black ink, appearing to read "Ty Prause".

Ty Prause
Colorado County Judge

TP:sam
Enclosure

I agree to serve _____

I decline to serve rls

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

APRIL 27, 2020

PERFORMANCE BOND

Bond 9223133

KNOW ALL BY THESE PRESENTS, That we, H&C Construction Co, Inc.

(hereinafter called the Principal), as Principal, and Colonial American Casualty and Surety Company and Fidelity and Deposit Company of Maryland, a corporation duly organized under the laws of the State of Maryland (hereinafter called the Surety), as Surety, are held and firmly bound unto Colorado County

, (hereinafter called the Obligee),
in the sum of Three Hundred Fifty Thousand & No/100-----

(350,000.00) Dollars, for the payment of which sum well and truly to be made, we, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed and sealed this 20th day of March, 2020.

WHEREAS, said Principal has entered into a written Contract with said Obligee, dated _____,
for Seal Coating County Streets

in accordance with the terms and conditions of said Contract, which is hereby referred to and made a part hereof as if fully set forth herein:

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the above bounden Principal shall well and truly keep, do and perform each and every, all and singular, the matters and things in said contract set forth and specified to be by said Principal kept, done and performed, at the times and in the manner in said contract specified, or shall pay over, make good and reimburse to the above named Obligee, all loss and damage which said Obligee may sustain by reason of failure or default on the part of said Principal so to do, then this obligation shall be null and void; otherwise shall remain in full force and effect.

NO SUIT, ACTION OR PROCEEDING by the Obligee to recover on this bond shall be sustained unless the same be commenced within two (2) years following the date on which Principal ceased work on said Contract.

H&C Construction Co, Inc.

By  Principal

Colonial American Casualty and Surety Company and
Fidelity and Deposit Company of Maryland

By  Robert James Nitsche Attorney-in-Fact

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

APRIL 27, 2020

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 20th day of March, 2020.



Michael Bond

Michael Bond, Vice President

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

APRIL 27, 2020

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 Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by THOMAS O. MCCLELLAN, 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 Robert James NITSCHKE, Robert Kevin NITSCHKE, Craig PARKER and Gary A. NITSCHKE, all of Giddings, Texas, 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, EXCEPT bonds on behalf of Independent Executors, Community Survivors and Community Guardians. 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 29th day of October, A.D. 2015.

ATTEST:

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



By: Eric D. Barnes
Secretary
Eric D. Barnes

Thomas O. McClellan
Vice President
Thomas O. McClellan

State of Maryland
County of Baltimore

On this 29th day of October, A.D. 2015, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, THOMAS O. MCCLELLAN, Vice President, and ERIC D. BARNES, 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, depose 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.

Maria D. Adamski
Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2019



MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

APRIL 27, 2020

PAYMENT BOND	BOND NO. 9223133
KNOW ALL BY THESE PRESENTS, That we, H&C Construction Co., Inc. 1566 FM 966, Shiner, TX 77984	
(Here insert the name and address of Contractor) Colonial American Casualty and Surety Company and Fidelity and Deposit Company of Maryland, a Maryland Corporation,	
as Principal, hereinafter called Principal, and as Surety, hereinafter called Surety, are held and firmly bound unto Colorado County 318 Spring Street, Ste 104, Columbus, T X 78934 as Obligee, hereinafter called Owner,	
(Here insert the name and address or legal title of Owner)	
for the use and benefit of Claimants as herein defined, in the amount of Three Hundred Fifty Thousand & No/100----- Dollars (350,000.00),	
(Here insert a sum equal to at least one-half of the contract price)	
for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.	
WHEREAS, Principal has by written agreement dated _____, _____ entered into a contract with Owner for Seal Coating County Streets	
in accordance with the terms and conditions of said contract, which is hereby referred to and made a part hereof.	
NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the Principal shall promptly make payment to all Claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:	
1. A Claimant is defined as one having a direct Contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract.	
2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every Claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such Claimant's work or labor was done or performed, or materials were furnished by such Claimant, may sue on this bond for the use of such Claimant, prosecute the suit to final judgment for such sum or sums as may be justly due Claimant, and have execution thereon.	
3. No suit or action shall be commenced hereunder by any Claimant.	
a) Unless Claimant, other than one having a direct Contract with the Principal, shall have given notice to any two of the following: The Principal, the Owner, or the Surety above named, within ninety (90) days after such Claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made.	
b) After the expiration of one (1) year following the date on which Principal ceased work on said Contract. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.	
c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.	
4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder.	
Signed and sealed this 20th day of March, 2020	
H&C Construction Co., Inc. Principal By: _____	
Colonial American Casualty and Surety Company and Fidelity and Deposit Company of Maryland By: _____ Robert James Nitsche Attorney-in-Fact	

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

APRIL 27, 2020



March 23, 2020

County Judge Ty Prause
Colorado County
318 Spring St. Ste 104
Columbus, TX 78934-2465

As a result of legislation (Senate Bill 7) passed by the 86th Texas Legislature and signed by Governor Abbott, funding was appropriated to the Texas Infrastructure Resiliency Fund to assist eligible political subdivisions with the non-federal ("local") cost share of Hurricane Harvey Public Assistance (PA) and Hazard Mitigation Grant program projects. This funding will provide up to seventy-five percent of the non-federal cost share.

The Texas Division of Emergency Management (TDEM) has record of your Category C Roads and Bridges project.

PA-06-TX-4332-PW-05145				TDEM-4332 PA-PW05145			
Version/ Amendment	Date	Total Subgrant Eligible Amount	Federal Cost Share Percentage	Federal Cost Share Amount	Local Cost Share Percentage	Local Cost Share Amount	Maximum Award (Payments will be made off of approved requests for reimbursement)
1	4/11/2019	\$290,987.23	90.00%	\$261,888.51	10.00%	\$29,098.72	\$21,824.04

You will receive payments based on the approved request for reimbursement(s). As additional requests for reimbursement are received and approved, additional cost share funds will be disbursed. By accepting these funds, you agree to adhere to the same terms and conditions signed for this project.

These funds must only be used for the local cost share of the project described in this letter.

If you do not agree with these requirements, please return funds received under this award back to the Texas Division of Emergency Management.

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

APRIL 27, 2020



If you have any questions, please contact Division Chief Vicki Newlin at 512-424-2214, vicki.newlin@tdem.texas.gov or Unit Chief Jessica Hilton at 512-424-2438, jessica.hilton@tdem.texas.gov.

Sincerely,

W. Nim Kidd, MPA, CEM
Chief-Texas Division of Emergency Management
Vice Chancellor for Disaster and Emergency Services
The Texas A&M University System

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

APRIL 27, 2020



March 23, 2020

County Judge Ty Prause
Colorado County
318 Spring St. Ste 104
Columbus, TX 78934-2465

As a result of legislation (Senate Bill 7) passed by the 86th Texas Legislature and signed by Governor Abbott, funding was appropriated to the Texas Infrastructure Resiliency Fund to assist eligible political subdivisions with the non-federal ("local") cost share of Hurricane Harvey Public Assistance (PA) and Hazard Mitigation Grant program projects. This funding will provide up to seventy-five percent of the non-federal cost share.

The Texas Division of Emergency Management (TDEM) has record of your Category C Roads and Bridges project.

PA-06-TX-4332-PW-04807				TDEM-4332 PA-PW04807			
Version/ Amendment	Date	Total Subgrant Eligible Amount	Federal Cost Share Percentage	Federal Cost Share Amount	Local Cost Share Percentage	Local Cost Share Amount	Maximum Award (Payments will be made off of approved requests for reimbursement)
1	2/27/2019	\$39,100.00	90.00%	\$35,190.00	10.00%	\$3,910.00	\$2,932.50

You will receive payments based on the approved request for reimbursement(s). As additional requests for reimbursement are received and approved, additional cost share funds will be disbursed. By accepting these funds, you agree to adhere to the same terms and conditions signed for this project.

These funds must only be used for the local cost share of the project described in this letter.

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

APRIL 27, 2020



March 23, 2020

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The Texas Division of Emergency Management (TDEM) has record of your Category C Roads and Bridges project.

PA-06-TX-4332-PW-04909					TDEM-4332 PA-PW04909		
Version/ Amendment	Date	Total Subgrant Eligible Amount	Federal Cost Share Percentage	Federal Cost Share Amount	Local Cost Share Percentage	Local Cost Share Amount	Maximum Award (Payments will be made off of approved requests for reimbursement)
1	2/21/2019	\$98,270.31	90.00%	\$88,443.28	10.00%	\$9,827.03	\$7,370.27

You will receive payments based on the approved request for reimbursement(s). As additional requests for reimbursement are received and approved, additional cost share funds will be disbursed. By accepting these funds, you agree to adhere to the same terms and conditions signed for this project.

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APRIL 27, 2020



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The Texas Division of Emergency Management (TDEM) has record of your Category C Roads and Bridges project.

PA-06-TX-4332-PW-04992				TDEM-4332 PA-PW04992			
Version/ Amendment	Date	Total Subgrant Eligible Amount	Federal Cost Share Percentage	Federal Cost Share Amount	Local Cost Share Percentage	Local Cost Share Amount	Maximum Award (Payments will be made off of approved requests for reimbursement)
1	2/21/2019	\$30,567.42	90.00%	\$27,510.68	10.00%	\$3,056.74	\$2,292.56

You will receive payments based on the approved request for reimbursement(s). As additional requests for reimbursement are received and approved, additional cost share funds will be disbursed. By accepting these funds, you agree to adhere to the same terms and conditions signed for this project.

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**MINUTES OF THE COLORADO COUNTY
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APRIL 27, 2020



March 23, 2020

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The Texas Division of Emergency Management (TDEM) has record of your Category C Roads and Bridges project.

PA-06-TX-4332-PW-04927					TDEM-4332 PA-PW04927		
Version/ Amendment	Date	Total Subgrant Eligible Amount	Federal Cost Share Percentage	Federal Cost Share Amount	Local Cost Share Percentage	Local Cost Share Amount	Maximum Award (Payments will be made off of approved requests for reimbursement)
1	2/14/2019	\$69,738.65	90.00%	\$62,764.79	10.00%	\$6,973.86	\$5,230.40

You will receive payments based on the approved request for reimbursement(s). As additional requests for reimbursement are received and approved, additional cost share funds will be disbursed. By accepting these funds, you agree to adhere to the same terms and conditions signed for this project.

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

APRIL 27, 2020



March 23, 2020

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The Texas Division of Emergency Management (TDEM) has record of your Category C Roads and Bridges project.

PA-06-TX-4332-PW-04390					TDEM-4332 PA-PW04390		
Version/ Amendment	Date	Total Subgrant Eligible Amount	Federal Cost Share Percentage	Federal Cost Share Amount	Local Cost Share Percentage	Local Cost Share Amount	Maximum Award (Payments will be made off of approved requests for reimbursement)
1	1/4/2019	\$79,418.39	90.00%	\$71,476.55	10.00%	\$7,941.84	\$5,956.38

You will receive payments based on the approved request for reimbursement(s). As additional requests for reimbursement are received and approved, additional cost share funds will be disbursed. By accepting these funds, you agree to adhere to the same terms and conditions signed for this project.

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APRIL 27, 2020



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The Texas Division of Emergency Management (TDEM) has record of your Category C Roads and Bridges project.

PA-06-TX-4332-PW-04382				TDEM-4332 PA-PW04382			
Version/ Amendment	Date	Total Subgrant Eligible Amount	Federal Cost Share Percentage	Federal Cost Share Amount	Local Cost Share Percentage	Local Cost Share Amount	Maximum Award (Payments will be made off of approved requests for reimbursement)
1	12/28/2018	\$37,523.91	90.00%	\$33,771.52	10.00%	\$3,752.39	\$2,814.29

You will receive payments based on the approved request for reimbursement(s). As additional requests for reimbursement are received and approved, additional cost share funds will be disbursed. By accepting these funds, you agree to adhere to the same terms and conditions signed for this project.

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APRIL 27, 2020



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The Texas Division of Emergency Management (TDEM) has record of your Category C Roads and Bridges project.

PA-06-TX-4332-PW-02610					TDEM-4332 PA-PW02610		
Version/ Amendment	Date	Total Subgrant Eligible Amount	Federal Cost Share Percentage	Federal Cost Share Amount	Local Cost Share Percentage	Local Cost Share Amount	Maximum Award (Payments will be made off of approved requests for reimbursement)
1	11/14/2018	\$120,000.00	90.00%	\$108,000.00	10.00%	\$12,000.00	\$9,000.00

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APRIL 27, 2020



March 23, 2020

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The Texas Division of Emergency Management (TDEM) has record of your Category C Roads and Bridges project.

PA-06-TX-4332-PW-03693						TDEM-4332 PA-PW03693	
Version/ Amendment	Date	Total Subgrant Eligible Amount	Federal Cost Share Percentage	Federal Cost Share Amount	Local Cost Share Percentage	Local Cost Share Amount	Maximum Award (Payments will be made off of approved requests for reimbursement)
1	11/14/2018	\$119,323.60	90.00%	\$107,391.24	10.00%	\$11,932.36	\$8,949.27

You will receive payments based on the approved request for reimbursement(s). As additional requests for reimbursement are received and approved, additional cost share funds will be disbursed. By accepting these funds, you agree to adhere to the same terms and conditions signed for this project.

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The Texas Division of Emergency Management (TDEM) has record of your Category C Roads and Bridges project.

PA-06-TX-4332-PW-03738				TDEM-4332 PA-PW03738			
Version/ Amendment	Date	Total Subgrant Eligible Amount	Federal Cost Share Percentage	Federal Cost Share Amount	Local Cost Share Percentage	Local Cost Share Amount	Maximum Award (Payments will be made off of approved requests for reimbursement)
1	11/2/2018	\$99,383.04	90.00%	\$89,444.74	10.00%	\$9,938.30	\$7,453.73

You will receive payments based on the approved request for reimbursement(s). As additional requests for reimbursement are received and approved, additional cost share funds will be disbursed. By accepting these funds, you agree to adhere to the same terms and conditions signed for this project.

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PA-06-TX-4332-PW-03597				TDEM-4332 PA-PW03597			
Version/ Amendment	Date	Total Subgrant Eligible Amount	Federal Cost Share Percentage	Federal Cost Share Amount	Local Cost Share Percentage	Local Cost Share Amount	Maximum Award (Payments will be made off of approved requests for reimbursement)
1	10/31/2018	\$33,958.56	90.00%	\$30,562.70	10.00%	\$3,395.86	\$2,546.89

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**MINUTES OF THE COLORADO COUNTY
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PA-06-TX-4332-PW-03701				TDEM-4332 PA-PW03701			
Version/ Amendment	Date	Total Subgrant Eligible Amount	Federal Cost Share Percentage	Federal Cost Share Amount	Local Cost Share Percentage	Local Cost Share Amount	Maximum Award (Payments will be made off of approved requests for reimbursement)
1	10/29/2018	\$63,537.35	90.00%	\$57,183.62	10.00%	\$6,353.73	\$4,765.30

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MINUTES OF THE COLORADO COUNTY
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PA-06-TX-4332-PW-03613				TDEM-4332 PA-PW03613			
Version/ Amendment	Date	Total Subgrant Eligible Amount	Federal Cost Share Percentage	Federal Cost Share Amount	Local Cost Share Percentage	Local Cost Share Amount	Maximum Award (Payments will be made off of approved requests for reimbursement)
1	10/29/2018	\$53,305.88	90.00%	\$47,975.29	10.00%	\$5,330.59	\$3,997.94

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

APRIL 27, 2020

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

Motion by Commissioner Hahn to approve to pay all accounts payable and budget amendments; 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

APRIL 27, 2020

04/27/2020--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0012 GENERAL FUND
TIME:08:41 AM CLAIMS FOR PAYMENT AS OF APRIL 27, 2020 CYCLE: ALL PAGE 4
PREPARER:0004

DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
	SOUTHERN HEALTH PARTNERS, INC	213949	A	MAY INMATE MEDICAL CONTRACT SVCS	9,278.82
	TOEPPERWEIN AIR-CONDITIONING	213969	A	SVC ALL EXHAUST FANS/INV#13608	1,583.52
	DEPARTMENT TOTAL				27,110.79
0585-INFORMATION TECHNOLOGY					
	AT&T MOBILITY	214059	A	FIRSTNET MOBILE/#BES58192460	45.74
	CDW GOVERNMENT	214065	A	(2) UPS BACKUPS/INV#XPT1286	1,499.40
	CHASE CARD SERVICES	214006	A	(10) WEBROOT ADD-ON LICENSES	119.60
	CHASE CARD SERVICES	214021	A	SURFACE PRO X BLACK	1,249.98
	CHASE CARD SERVICES	214022	A	SURFACE PRO 7 PLATINUM	599.00
	SYNCB/AMAZON	213952	A	USB MICROPHONE FOR COURTROOM	69.90
	SYNCB/AMAZON	213958	A	SURFACE PRO TABLET	897.00
	DEPARTMENT TOTAL				4,480.62
0640-CONTRACT SERVICES					
	HENNEKE FUNERAL HOME, LTD.	213914	A	TRANSPORT BODY ON 3-30	890.00
	HENNEKE FUNERAL HOME, LTD.	213928	A	CREMATION ON 3-25-20	1,501.00
	TRAVIS COUNTY MEDICAL EXAMINER	213972	A	AUTOPSY/INV#3300003376	5,800.00
	TRAVIS COUNTY MEDICAL EXAMINER	214046	A	AUTOPSY ON 12-21-19/INV#3300003365	2,900.00
	DEPARTMENT TOTAL				11,091.00
0645-INDIGENT HEALTH CARE					
	BRYAN RADIOLOGY ASSOCIATES	213921	A	RADIOLOGY/BRA128459/12-25-19/IHC	15.51
	DEPARTMENT TOTAL				15.51
0665-AGRI EXTENSION SERVICE					
	RMA TOLL PROCESSING	213942	A	TOLL CHG ON 2-25/INV#10001119945	2.40
	TIME WARNER CABLE ENTERPRISES LLC	213964	A	INTERNET @ AG BLDG	120.62
	DEPARTMENT TOTAL				123.02
0680-DEPT OF PUBLIC SAFETY					
	AT&T MOBILITY	214057	A	FIRSTNET MOBILE/#BES58192460	182.96
	DEPARTMENT TOTAL				182.96
0695-MISCELLANEOUS					
	CAVENDER FORD	213882	A	REPAIRS TO IT VAN/#144038 & 144165	1,192.19
	CHASE CARD SERVICES	214002	A	UPS SHIPPING CHGS FOR OEM	49.19
	QUADIENT, INC.	213939	A	MAIL MACHINE LEASE PMT/INV#N8267801	223.86
	R.W. MAERTZ, JR.	213940	A	COYOTE BOUNTY	10.00
	TIME WARNER CABLE ENTERPRISES LLC	213965	A	FIBER INTERNET @ ANNEX	653.41
	DEPARTMENT TOTAL				2,128.65
	FUND TOTAL				100,586.36

04/27/2020--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0014 AIRPORT FUND
TIME:08:41 AM CLAIMS FOR PAYMENT AS OF APRIL 27, 2020 CYCLE: ALL PAGE 5
PREPARER:0004

DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO.	S	DESCRIPTION-OF-INVOICE	AMOUNT
0520-AIRPORT FUND EXPENDITURES					
	A & A OIL CO., INC.	213920	A	27.1 GALS DIESEL/INV#062666	38.75
	A-LINE AUTO PARTS	213919	A	HYD & TRANS FLUID/CUST#46398	34.88
	RISE BROADBAND	213941	A	INTERNET @ AIRPORT	70.37
	SYNCB/AMAZON	213959	A	KEYPAD DOOR FOR AIRPORT	382.50
	DEPARTMENT TOTAL				526.50
	FUND TOTAL				526.50

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

APRIL 27, 2020

04/27/2020--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0021 R&B PCT #1 CYCLE: ALL PAGE 6
 TIME:08:41 AM CLAIMS FOR PAYMENT AS OF APRIL 27, 2020 PREPARER:0004

DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0621-R&B #1 TOTAL DISBURSEMNTS					
	COLORADO CO TAX ASSESSOR/COLLECTOR	214026	A	VEHICLE REG RENEWAL/LP#1092809	7.50
	COLORADO CO TAX ASSESSOR/COLLECTOR	214027	A	VEHICLE REG RENEWAL/LP#1318069	7.50
	COLORADO CO TAX ASSESSOR/COLLECTOR	214028	A	VEHICLE REG RENEWAL/LP#1318058	7.50
	COLORADO COUNTY OIL CO., INC.	213989	A	300 GALS GAS,1307 GALS DIESEL/407487	2,810.35
	DSS DRIVING SAFETY SERVICES, LLC	213908	A	DOT QTRLY DRUG TESTING/#20-1475142	120.00
	KYRISH TRUCKS CENTERS OF VICTORIA	214034	A	MIRRORS/INV#X501023580:01	522.90
	MUSTANG CAT	213991	A	PARTS/INV#PART5236981,PART5237944	270.03
	NADA GARAGE & SERVICE STATION	214036	A	(3) INSPECTIONS/INV#240444	21.00
	NIECE EQUIPMENT LP	214037	A	PARTS/INV#45961	66.28
	PRESLEY'S ALTERNATOR, INC.	214070	A	ALTERNATOR/INV#93927	369.00
	TEXAS TOOL TRADERS	213990	A	LASER LEVEL/INV#T00414010	649.99
	DEPARTMENT TOTAL				4,852.05
	FUND TOTAL				4,852.05

04/27/2020--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0022 R&B PCT #2 CYCLE: ALL PAGE 7
 TIME:08:41 AM CLAIMS FOR PAYMENT AS OF APRIL 27, 2020 PREPARER:0004

DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0622-PCT #2 TOTAL DISBURSEMNTS					
	ALLEYTON RESOURCE COMPANY LLC	213980	A	125.39 TONS 3/8" GRAVEL/INV#312430	2,037.59
	ALLEYTON RESOURCE COMPANY LLC	213981	A	256.2 TONS 3/8" GRAVEL/INV#312491	4,163.28
	ALLEYTON RESOURCE COMPANY LLC	213982	A	201.92 TONS 3/8" GRAVEL/INV#313390	3,281.20
	ALLEYTON RESOURCE COMPANY LLC	213983	A	127.63 TONS 3/8" GRAVEL/INV#313465	2,073.99
	ALLEYTON RESOURCE COMPANY LLC	213984	A	26.4 TONS 3/8" GRAVEL/INV#313518	429.00
	ALLEYTON RESOURCE COMPANY LLC	214072	A	174.92 TONS GRAVEL/#314222,314505	2,842.45
	ALLEYTON RESOURCE COMPANY LLC	214073	A	204.20 TONS GRAVEL/#314443, 314369	3,334.50
	ALLEYTON RESOURCE COMPANY LLC	213884	A	HAUL 355.95 TONS GRAVEL/INV#12960	2,634.04
	BERNARDO TRUCKING COMPANY	213985	A	HAUL 380.12 TONS GRAVEL/INV#12977	2,812.90
	BERNARDO TRUCKING COMPANY	213904	A	340 GALS GAS,1410 GALS DIESEL/408885	2,037.13
	COLORADO COUNTY OIL CO., INC.	214029	A	VALVE REPLACEMENT/INV#409577	93.75
	COLORADO COUNTY OIL CO., INC.	214067	A	5 GALS DEF/INV#54266	27.50
	EDWARD J. SEIFERT OIL CO.	214032	A	UNIFORMS/INV2536818,2538006,2539181	397.49
	GORMAN UNIFORM RENTAL, INC	214068	A	PART/INV#68982	23.92
	HIGHWAY MOTOR CO.	213929	A	POWER STEERING FLUID/CUST#3310	5.98
	M-G FARM SERVICE CENTER	213930	A	WELDING RODS & SPRAY PRIMER/#3310	21.98
	M-G FARM SERVICE CENTER	213931	A	POLY PIPE PLUG/CUST#3310	5.99
	M-G FARM SERVICE CENTER	213932	A	VALVE/CUST#3310	17.99
	M-G FARM SERVICE CENTER	213938	A	OFFICE SUPPLIES/INV#117683	76.10
	PRESTIGE OFFICE PRODUCTS, LLC	214045	A	ALTERNATOR/INV#402567	322.49
	SHOPPA'S FARM SUPPLY	213973	A	25.06 TONS COLD MIX/INV#18611	2,618.77
	WALLER COUNTY ASPHALT, INC	213974	A	25.08 TONS COLD MIX/INV#18596	2,620.86
	WALLER COUNTY ASPHALT, INC	213975	A	25.26 TONS COLD MIX/INV#18578	2,639.67
	WALLER COUNTY ASPHALT, INC	213986	A	25.13 TONS COLD MIX/INV#18636	2,626.09
	WALLER COUNTY ASPHALT, INC	214047	A	25.05 TONS COLD MIX/INV#18642	2,617.73
	WALLER COUNTY ASPHALT, INC	214048	A	24.94 TONS COLD MIX/INV#18655	2,606.23
	WENGLAR'S PIPE & IRON SUPPLY	213979	A	PIPE FOR WATER TRUCK/INV#42333	92.47
	DEPARTMENT TOTAL				42,461.09
	FUND TOTAL				42,461.09

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

APRIL 27, 2020

04/27/2020--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0023 R&B PCT #3 CYCLE: ALL PAGE 8
TIME:08:41 AM CLAIMS FOR PAYMENT AS OF APRIL 27, 2020 PREPARER:0004

DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0623-R&B #3	TOTAL DISBURSEMNTS				
	CINTAS CORPORATION	214023	A	UNIFORMS/INV#4047496396,4048060770	309.50
	CINTAS CORPORATION	214024	A	SHOP SUPPLIES/4047496396,4048060770	167.21
	JOHN DEERE FINANCIAL	214033	A	BACKHOE PARTS/ACCT#75317-75398	1,287.08
	DEPARTMENT TOTAL				1,763.79
FUND TOTAL					1,763.79

04/27/2020--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0024 R&B PCT #4 CYCLE: ALL PAGE 9
TIME:08:41 AM CLAIMS FOR PAYMENT AS OF APRIL 27, 2020 PREPARER:0004

DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0624-PCT #4	TOTAL DISBURSEMNTS				
	COLORADO MATERIALS, LTD	214050	A	60.93 TONS GR-2 BASE/INV#288006	1,157.67
	DARRELL GERTSON	214051	A	MILEAGE (4/9 - 4/22)	410.55
	WALLER COUNTY ASPHALT, INC	214055	A	14.07 TONS COLD MIX/INV#18643	1,266.30
	DEPARTMENT TOTAL				2,834.52
FUND TOTAL					2,834.52

04/27/2020--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 9999 GRAND TOTAL PAGE CYCLE: ALL PAGE 10
TIME:08:41 AM CLAIMS FOR PAYMENT AS OF APRIL 27, 2020 PREPARER:0004

DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
GRAND TOTAL					153,024.31

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

APRIL 27, 2020

**COLORADO
COUNTY**

**INDIGENT
HEALTH CARE**

***APRIL
2020***

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

APRIL 27, 2020



Form 105

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

County Name Colorado Co. Indigent Report for (Month/Year) 04/2020
or
Amendment of the Report for (Month/Year)

I. REIMBURSABLE EXPENDITURES during This Report Month

Physician Services	1.	\$918.33	
Prescription Drugs	2.	\$3,485.03	
Hospital, Inpatient Services	3.	\$0.00	
Hospital, Outpatient Services	4.	\$6,930.26	
Laboratory/X-Ray Services	5.	\$15.51	
Skilled Nursing Facility Services	6.	\$0.00	
Family Planning Services	7.	\$0.00	
Rural Health Clinic Services	8.	\$0.00	
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. \$11,349.13
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. \$11,349.13

II. EXPENDITURE TRACKING for State Assistance Funds Eligibility/Reimbursement

TOTAL EXPENDITURES for Current State Fiscal Year (9/1 - 8/31) \$	<u>60,182.12</u>
GRTL \$ <u>6,737,510.74</u>	
4% of GRTL \$	<u>269,500.43</u>
6% of GRTL \$	<u>404,250.64</u>
8% of GRTL \$	<u>539,000.86</u>

Signature of Person Submitting Form 105

04/23/2020
Date

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

APRIL 27, 2020

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

May, 2020

ACTIVE CASES:

Marnie Jones
Pamela Lieu
Manuel Hernandez
Linda Saucedo
Brenda Ellison
Kendric Thompson

Joe L. Toliver Jr.
Craig Cochran
Albert Rios
Brandon Barton
Emily Rooks
Tommy Endsley

DENIED DUE TO CHANGE : Eddie Torres (Colorado County Detention Center) Donna Blair

DENIED APPLICATIONS:

APPROVED APPLICATIONS: Tommy Endsley

APPLICATIONS PENDING [DISABILITY/SSI]:

(Approved SSI w/Medicaid)

(Income)

(Moved)

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
APRIL 27, 2020**

- _17. Announcements (without discussion and no action) by elected officials/department heads.

Michael Furrh, EMS Director wanted to thank everyone for their show of support for EMT Ainsworth last week, honestly I didn't get much work done last week dealing with him, his family and my other employees. The community support when we came back in the county was over the top, I was doing OK until I saw our community vehicles and all the support of the town. Thank you, thank you, thank you from me, from my department, from Allen and his family for your support. Judge Prause wanted to thank those who worked or contributed in the testing event for COVID-19, there certainly were some wrinkles and things I hope will be better next time, and there will be more testing and will make the people aware when that will be. At the end of the day we were able to test about (147) individuals. The Governor should speak at 2:30 this afternoon hopefully about reopening the economy and keeping the public safe. Judge Prause reported that a nursing home in Brenham had (90) residents with 12 residents dying in a short period of time, and (67) people testing positive in that nursing home. Keep these people and families in your prayers, as these people had to die alone without family members present. Commissioner Kubesch stated to Chuck Rogers, to clean out the air conditioning system in the Command Vehicle, since it's coming from California and with the COVID-19 virus it might need cleaning. Raymie Kana, County Auditor informed that TAC sent out hand sanitizer to each department and they should be sending to the Sheriff's Department masks and gloves. Also, some employees got together and paid to have a retirement sign put up on the Courthouse yard for Clara since her last day is this Thursday.

- _18. 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.

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
APRIL 27, 2020**

_19. Adjourn.

Motion by Judge Prause to adjourn; seconded by Commissioner Hahn;

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

**An audio recording of this meeting of April 27, 2020 is available in the County
Clerk's Office.**

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

APRIL 27, 2020

Minutes were taken and prepared by Kimberly Menke, County Clerk on the 27th day of April, 2020 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 27th day of April, 2020.

Given under my hand and official seal of office this date April 27, 2020.

