

COLORADO COUNTY COMMISSIONERS COURT
NOTICE OF OPEN MEETING

DATE OF MEETING: MAY 24, 2021 – 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, seating inside the County Courtroom shall be limited according to spacing guidelines 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 dial in number listed below:

Join Zoom Meeting
<https://txcourts.zoom.us/j/93198500943>
Meeting ID: 931 9850 0943
One tap mobile
+13462487799,,93198500943# US (Houston)
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Dial by your location
+1 346 248 7799 US (Houston)
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+1 253 215 8782 US (Tacoma)
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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.

**On this the 24th day May 2021, 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 Keith Neuendorff	Commissioner Precinct #3
Honorable Darrell Gertson	Commissioner Precinct #4
By: Nancy Davenport	Deputy Clerk

Kimberly Menke, County Clerk was unable to attend meeting.

County Judge Ty Prause called the meeting to order at 9:03 A.M., followed by

Pledges to the United States Flag and Texas Flag.

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
MAY 24, 2021**

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

MAY 24, 2021

COLORADO COUNTY COMMISSIONERS COURT
NOTICE OF OPEN MEETING

FILED FOR RECORD
COLORADO COUNTY, TX

2021 MAY 20 PM 3:16

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KIMBERLY MENKE
COUNTY CLERK
N-D.

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DELIBERATE AND CONSIDER ACTION ON THE FOLLOWING ITEMS:

- ___1. Agenda as posted.
- ___2. Public comments.
- ___3. Proclamation designating the week of June 6 – 12, 2021 as National Garden Week.
- ___4. Conduct public hearing regarding proposed Guidelines and Criteria for Granting Tax Abatements in Colorado County, pursuant to Section 312.002 (c-1) of the Texas Tax Code.
- ___5. Approval and adoption of Guidelines and Criteria for Granting Tax Abatements in Colorado County.
- ___6. Application submitted by San Bernard Electric Cooperative, Inc. to place one power pole and one anchor guy wire in the right-of-way of County Road 147, Precinct No. 2. (Kubesch)
- ___7. Approval of Interlocal Agreement between Austin County and Colorado County regarding bridge replacement project of Kulow Road and Sealy Road at the county line. (Neuendorff)
- ___8. Waive 90-day waiting period for group healthcare benefits for new hire for R&B Precinct No. 3. (Neuendorff)
- ___9. Allow new hire for R&B Precinct No. 3 to reimburse the County for the first 90-days of group healthcare benefits. (Neuendorff)
- ___10. Approval of Services Agreement between County Information Resources Agency (CIRA) and Colorado County for updated website hosting services beginning January 1, 2022.

**MINUTES OF THE COLORADO COUNTY
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- _11. Authorize County Judge to apply to Texas Comptroller of Public Accounts for Unclaimed Property Capital Credits. (Kana)
- _12. Acceptance of the Coronavirus State and Local Recovery Funds (American Rescue Plan) and name Authorized Official and Contact Person for submitting information. (Kana)
- _13. Renew County's Health, Dental, Vision & Life Insurance Program through Texas Association of Counties Health and Employee Benefits Pool (TAC HEBP). (Kana)
- _14. Purchase of a 500 gallon fuel tank to be placed at the Services Facility. (Kana)
- _15. Consent Items:
 - a. County employees that completed their cyber security training per HB 3834.
 - b. Email correspondence from Judge Tully Shahan, Kinney County, Texas, regarding Resolution in Support of and in Solidarity with Texas Southern Border Counties.
 - c. Certificate of Liability Insurance posted by:
 - 1. Grantworks, Inc. (5/22/2021-5/22/2022);
 - 2. Ergon Asphalt & Emulsions, Inc. (4/30/2021-4/30/2022);
 - 3. Hilcorp Energy Company (5/1/2021-5/1/2022);
 - 4. Martin Resource Management Corporation (5/1/2021-5/1/2022); and
 - 5. Northland li Property LLC (5/22/2021-5/22/2022).
- _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.

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__2. Public comments.

Judge Prause stated there were (5) Public Comment Rules Forms completed:

Debbie Damon, Agenda Item #2; Mark Potter, Agenda Item #2; Chris Christensen, Agenda Item #2 & #12; Joann Obenhaus, Agenda Item #3 and Billy Kahn and Amber Becerra, just in general.

Debbie Damon spoke on concerns with property in Eagle Lake and purpose of buildings use. Judge Prause commented that he and Chuck Rogers have been looking into this matter, and stated it is not going to Eagle Lake.

Mark Potter stated that their group will help and support anyway we can, just let them know what is needed.

Chris Christensen questioned the \$74,000.00 in tax money that this non-profit Endeavors Company has not paid county taxes on this building in Eagle Lake.

Billy Kahn and Amber Becerra thanked the Court for letting them use the Courthouse grounds for the Magnolia Days Festival, it was a huge success.

Joann Obenhaus stated she will speak on Agenda Item #3.

(See Attachments)

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
MAY 24, 2021

Colorado County Commissioners' Court

Public Comment Rules

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

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

Public Participation Form

Name (please print)

Debbie Damon

Which agenda item do you wish to address? #2

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

Debbie Damon
Signature

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

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
MAY 24, 2021

Colorado County Commissioners' Court ✓

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Public Participation Form

Name (please print) Mark Potter

Which agenda item do you wish to address? 2

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

Mark Potter
Signature

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MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
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Public Participation Form

Name (please print) Carl Christensen

Which agenda item do you wish to address? 2 & 12

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

Chris Christensen
Signature

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

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
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Colorado County Commissioners' Court ✓

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Public Participation Form

Name (please print)

Carolyn Joann Obenhaus

Which agenda item do you wish to address? 3

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

Signature

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MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
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Colorado County Commissioners' Court

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Public Participation Form

Name (please print) Billy Kahn & Auben Bocerra

Which agenda item do you wish to address? Not agenda item

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

Billy Kahn
Signature

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

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
MAY 24, 2021**

- __3. Proclamation designating the week of June 6 – 12, 2021 as National Garden Week.**

Judge Prause read Proclamation to the Court.

Joann Obenhaus thanked the Court for their support and briefed on the different areas that they take care of.

Judge Prause asked those in attendance to come forth to have their picture taken with the Court, and those being: Sharon Wegenhoft, Velma Harrington, Patricia Schindler and Joann Obenhaus.

Motion by Judge Prause to approve Proclamation designating the week of June 6 – 12, 2021 as National Garden Week; seconded by Commissioner Wessels; 5 ayes 0 nays; motion carried, it was so ordered.

(See Attachment)

MINUTES OF THE COLORADO COUNTY
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MAY 24, 2021

**COLUMBUS GARDEN CLUB
PROCLAMATION
NATIONAL GARDEN WEEK**



WHEREAS, Gardeners have a passion for nurturing the beauty and resources for the earth through the planting of seeds, the care of all plants and the riches of their efforts; and

WHEREAS, Gardeners work to preserve our country's traditional spirit of independence and initiative through innovation and hard work, and gardeners seek to add beauty, fragrance and nutrition to our lives through the growing of herbs, vegetables, foliage and flowers; and

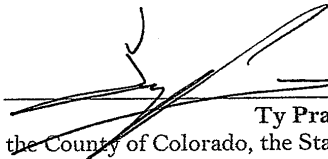
WHEREAS, Gardening furnishes a challenging and productive activity for many citizens, for those just learning as well as those having years of experience, and gardening promotes a healthy lifestyle, reduces stress, and teaches that rewards can come from diligent efforts; and

WHEREAS, Gardening enables members of Columbus Garden Club as well as garden clubs across the nation and the world to serve others in the communities where they reside and work; and

WHEREAS, Columbus Garden Club, affiliated member of National Garden Clubs and Texas Garden Clubs, has worked to beautify the community of Columbus since 1936 with projects that have included the planting and maintenance of pocket gardens and planters, butterfly gardens, and visitor's center; recognition of Yard of the Month and recognition of a business for Community Beautification; and encouragement of conservation and recycling; and

NOW, THEREFORE, Be It Resolved that an effort to acknowledge the importance of Gardening and the numerous contributions of Gardeners of Columbus, County Judge Ty Prause designates the week of June 6 - 12, 2021 as National Garden Week.

Dated this 24th day of May 2021


Ty Prause, Judge
the County of Colorado, the State of Texas

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
MAY 24, 2021**

- __4.** Conduct public hearing regarding proposed Guidelines and Criteria for Granting Tax Abatements in Colorado County, pursuant to Section 312.002 (c-1) of the Texas Tax Code.

Judge Prause opened the public hearing regarding proposed Guidelines and Criteria for Granting Tax Abatements in Colorado County, pursuant to Section 312.002 (c-1) of the Texas Tax Code at 9:16 A.M.

Judge Prause informed due to changes in the law, any present or potential application filed, a Notice of meeting must be provided at least 30 days before scheduled time of the meeting, which this is stated in Section 3 of Amended Guidelines.

Cynthia Penney in attendance agrees that a public hearing is a good thing.

Chris Christensen stated that the public needs to be made aware of Tax Abatement Applications and it would be beneficial if they were posted on the County Website.

Debbie Damon also thinks having a public notice is good.

Judge Prause closed the public hearing at 9:26 A.M.

(See Attachment)

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

Pursuant to Texas Tax Code, Section 312.002(c-1), notice is hereby given that Colorado County Commissioners Court will consider taking action on the Guidelines and Criteria for Tax Abatements at their regular meeting on May 24, 2021 at 9:00 a.m. in the Colorado County Courtroom, 400 Spring Street, Room 106, Columbus, Texas 78934.

The Guidelines and Criteria for Tax Abatements are effective for two years from the date adopted and before a governing body can adopt, amend, repeal, or reauthorize those guidelines, members of the public are provided an opportunity to be heard at a public hearing.

The Guidelines and Criteria for Tax Abatements to be considered by the Colorado County Commissioners Court will be included in the Notice of Meeting to be posted by the Office of the County Judge for the regular meeting date of May 24, 2021.

FILED FOR RECORD
COLORADO COUNTY TX
2021 MAY 11 PM 2:50
KIMBERLY MENKE
COUNTY CLERK

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

MAY 24, 2021

__5. Approval and adoption of Guidelines and Criteria for Granting Tax Abatements in Colorado County.

**Judge Prause replied to Mr. Christensen that there is no problem with putting the
Tax Abatement Applications on the County Website.**

**Motion by Commissioner Wessels to approve and adopt Guidelines and Criteria for
Granting Tax Abatements in Colorado County; 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
MAY 24, 2021**

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

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

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

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

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

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

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

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

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

WHEREAS, Commissioners Court of Colorado County, Texas (the "Commissioners Court") previously approved and authorized Guidelines and Criteria for granting Tax Abatement in

**MINUTES OF THE COLORADO COUNTY
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Colorado County, Texas dated ~~January~~ June 28, 2019 ("Prior Guidelines") and now desires to amend and restate the Prior Guidelines in their entirety as of the date of the newly approved and authorized amended and restated guidelines and criteria herein; and,

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

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

Section 1 – DEFINITIONS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 2 – ABATEMENT AUTHORIZED.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(l) **Authorized Date.** A facility shall be eligible for tax abatement if it has applied for such abatement prior to the commencement of construction; provided, that such facility meets the criteria granting tax abatement in Colorado County pursuant to these guidelines and criteria.

Section 3 – APPLICATION: PUBLIC HEARING.

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

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

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

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

(3) a map and metes and bounds or complete legal description of the property description;

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

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

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

(6)(7) A non-refundable application fee of \$1,000.00, payable to Colorado County;

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

(d) Notice of the public hearing shall be clearly identified on an agenda of the Commissioners Court receiving such application and shall be posted at least 10 days prior to the public hearing. At least seven (7) days prior to the public hearing the County must send written notice to the presiding officers of all taxing units with jurisdiction over the property for which an abatement is sought and must publish notice of the hearing time, place and subject in the local newspaper. At the hearing the Commissioners Court shall evaluate the application against the criteria in Section 2 and decide whether to designate the property for which an abatement is sought as a reinvestment zone. If the reinvestment zone is not designated, the application fails, although it may be amended and resubmitted. If the reinvestment zone is designated, the Commissioners Court shall pass an order to that effect and may then arrange to consider for approval the tax abatement agreement between the applicant and the County at ~~a its next~~ regularly scheduled meeting. Notice of the meeting must be given in the manner required by Chapter 551, Government Code, except that the notice must be provided at least 30 days before the scheduled time of the meeting (Section 312.207, Texas Tax Code). At least seven (7) days prior to entering into a tax abatement agreement, County must give written notice of its intent to do so to the presiding officers of all taxing units with jurisdiction over the property for which an abatement is sought, along with a copy of the proposed tax abatement agreement. At the regularly scheduled meeting, the Commissioners Court may finally vote by simple majority to enter into the tax abatement agreement or to decline. An approved tax abatement agreement may be executed in the same manner as other contracts made by the County.

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

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

(g) **Variance.** Requests for variance from the provisions of Section 2 may be made in written form to the presiding officer of the Commissioners Court receiving the application. Such request shall include a complete description of the circumstances explaining why the applicant should be granted a variance. The approval process for a variance shall be identical to that for a standard application and may be supplemented by such additional requirements as may be deemed necessary by the County.

(e) A request for a tax abatement shall not be granted if the County in receiving the application finds that the request for the abatement was filed after the commencement of construction, alteration, or installation of improvements related to a proposed modernization expansion or new facility.

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

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

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

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

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

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Section 5 – AGREEMENT.

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

- (1) Estimated value to be abated and the Base Year Value.
- (2) Percent of value to be abated each year as provided in Section 2(g) and Section 2(k).
- (3) The commencement date and the termination date of abatement.
- (4) The proposed use of the facility, nature of construction, time schedule for undertaking and completing the planned improvements, map, property description and improvements list as provided in Application, Section 3(b).
- (5) Contractual obligations in the event of default, violation of terms or conditions, delinquent taxes, recapture, administration and assignment as provided in Sections 2, 6, 7 and 8, and other provisions that may be required for uniformity or by state law.
- (6) Amount of investment and average number of jobs involved for the period of abatement.

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

Section 6 – RECAPTURE.

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

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

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action), the company or individual shall be entitled to a total of one hundred eighty (180) days after receipt of notice within which to cure such default.

- (c) In the event that the company or individual
- (1) allows its ad valorem taxes owed the County or an affected jurisdiction to become delinquent after all applicable notice and cure periods and fails to timely and properly follow the legal procedures for their protest and/or contest, or
 - (2) violates any of the terms and conditions of the abatement agreement and fails to cure same during the Cure Period, the agreement may then be terminated and all taxes previously abated by virtue of the agreement will be recaptured and paid within sixty (60) days of the termination.

Section 7 – ADMINISTRATION.

- (a) The Chief Appraiser of the County shall annually determine an assessment of applicant's real and personal property located in the County Reinvestment Zone and comprising the facility. Each year the company or individual receiving abatement shall furnish the assessor with such information as may be necessary for abatement, including the number of new or retained employees associated with the facility. Once value has been established the Chief Appraiser shall notify the affected jurisdictions which levies taxes on the amount of the assessment.
- (b) The agreement shall stipulate that employees and/or designated representatives of the jurisdiction entering into a tax abatement agreement will have access to the property during the term of the abatement to inspect the facility to determine if the terms and conditions of the agreement are being met. All inspections will be made only after the giving of twenty-four (24) hours prior notice and will only be conducted in such manner as to not unreasonably interfere with the construction and/or operation of the facility. All inspections will be made with one or more representatives of the company or individual and in accordance with its safety standards.
- (c) Upon completion of construction the jurisdiction establishing the tax abatement agreement shall annually evaluate each facility and report possible violations of the contract and/or agreement to the Commissioners Court.
- (d) All proprietary information acquired by the County for purposes of monitoring compliance with the terms and conditions of an abatement agreement shall be considered confidential. As required by Section 312.003 of the Texas Tax Code, information that is provided to the County in connection with an application or a request for a tax abatement that describes the specific processes or business activities to be conducted or the equipment or other property to be located on the property for which the abatement is sought is confidential and not subject to public disclosure until the tax abatement is executed.

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Section 8 – ASSIGNMENT.

- (a) Abatement may be transferred and assigned by the holder to a new owner of the same facility upon the approval by resolution of the affected jurisdiction, subject to the financial capacity of the assignee and provided that all conditions and obligations in the abatement agreement are guaranteed by the execution of a new contractual agreement with the affected jurisdiction.
- (b) The contractual agreement with the new owner shall not exceed the termination date of the abatement agreement with the original owner.
- (c) No assignment or transfer shall be approved if the parties to the existing agreement, are liable to the County for outstanding taxes or other obligations.

Section 9 –SUNSET PROVISION.

- (a) These Guidelines and Criteria are effective upon the date of the adoption and will remain in force for two (2) years, at which time all tax abatement contracts created pursuant to its provisions will be reviewed by Colorado County's Commissioners Court to determine whether the goals have been achieved. Based on that review, the Guidelines and Criteria may be modified, renewed or eliminated, providing that such actions shall not affect existing contracts.
- (b) This policy is mutually exclusive of any existing Industrial District Contracts and owners of real property in areas deserving of specific attention as agreed by Colorado County's Commissioners Court.
- (c) Prior to the date for review, as defined above, these "Guidelines and Criteria" may be modified by a two-thirds vote of the Commissioners Court, as provided for under the laws of the State of Texas, providing that such actions shall not affect existing contracts.

Section 10 – SEVERABILITY AND LIMITATIONS.

- (a) In the event that any section, clause, sentence, paragraph or any part of these Guidelines and Criteria shall, for any reason be adjudged by any court of competent jurisdiction to be invalid such invalidity shall not affect, impair, or invalidate the remainder of these Guidelines and Criteria.
- (b) If these Guidelines and Criteria have omitted any mandatory requirements of the applicable tax abatement laws of the State of Texas, then such requirements are hereby incorporated as a part of these Guidelines and Criteria.

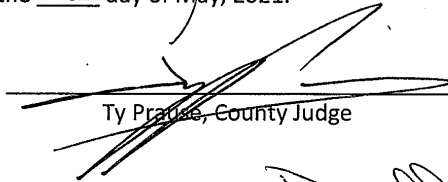
**MINUTES OF THE COLORADO COUNTY
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Section 11. – DISCRETION OF THE COUNTY.

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


- (a) Limit the discretion of the Commissioners Court to decide whether to enter into a specific Agreement, which absolute right of discretion the Commissioners Court reserves unto itself, whether or not such discretion may be deemed arbitrary, or without basis in fact;
- (b) Limit the discretion of the Commissioners Court to delegate to its employees or assigns the authority to determine whether or not the Commissioners Court should consider a particular application or request for tax abatement; or
- (c) Create any property, contract, or other legal rights in any person or entity to have the Commissioners Court consider or grant a specific application or request for tax abatement.

The foregoing was adopted by the Colorado County Commissioners Court by a vote of 5 ayes and 0 nays on the 24th day of May, 2021.

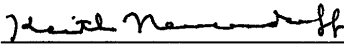

Ty Prause, County Judge



Doug Wessels, Precinct No. 1



Darrell Kubesch, Precinct No. 2

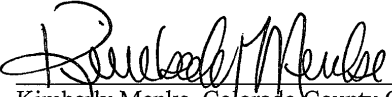


Keith Neuendorff, Precinct No. 3

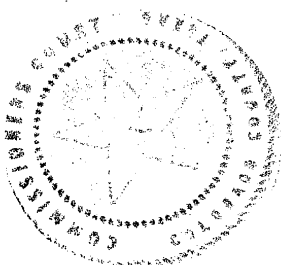


Darrell Gertson, Precinct No. 4

Attest:



Kimberly Menke, Colorado County Clerk



**MINUTES OF THE COLORADO COUNTY
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- ___6. Application submitted by San Bernard Electric Cooperative, Inc. to place one power pole and one anchor guy wire in the right-of-way of County Road 147, Precinct No. 2. (Kubesch)

Motion by Commissioner Kubesch to approve Application submitted by San Bernard

**Electric Cooperative, Inc. to place one power pole and one anchor guy wire in the
right-of-way of County Road 147, Precinct No. 2; seconded by Commissioner Wessels;**

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

(See Attachment)

MINUTES OF THE COLORADO COUNTY
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NOTICE OR PROPOSED ERECTION OF POWER LINE

DATE: May 14, 2022

TO THE COMMISSIONER'S COURT

ATTN: The Honorable Ty Prause
County Judge, Colorado County
400 Spring St., Room 107
Columbus, Texas 78934

Formal notice is hereby given that San Bernard Electric Cooperative, Inc. proposes to place 1 power pole and 1 anchor guy wire in CR 147 Right of Way in Colorado County, Texas.

LOCATION: At the intersection of CR 147 and FM 155 Colorado County, Texas as indicated on Exhibit "A"

DESIGN: See attached drawing.

The location and description of the proposed line and appurtenances is more fully shown by Two (2) copies of drawings attached to this notice. The line will be constructed, operated, and maintained in accordance with all requirements or governing laws.

Construction of this line will begin on or after the May 30, 2021

SAN BERNARD ELECTRIC COOPERATIVE, INC.

By: 

Paul Martinez, Right of Way Agent
P.O. Box 1208
Bellville, Texas 77418

Job Name: Thomas Duffy, WO# 20-10-145

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APPROVAL

COUNTY Colorado

DATE May 24, 2021

TO: San Bernard Electric Cooperative, Inc.
P.O. Box 1208
Bellville, Texas 77418

The location on the right-of-way of your proposed power line, as shown by the accompanying notice dated May 14, 2022 is approved.

Your attention is directed to Art. 1436A (for power lines) Vernon's Annotated Texas Civil Statutes with particular attention to the following provisions:

1. The County Commissioners may designate the place along the right-of-way where such lines shall be constructed.
2. The County Commissioners may require the owner to relocate this line, for valid reasons under the law, by giving thirty days written notice.

Please notify the County Commissioner of Precinct No. 2 and the County Road Administrator forty-eight (48) hours prior to starting construction of the line, in order that we may have a representative present.

In the event the Owner fails to comply with the requirements as set forth herein, the County may take such action as it deems appropriate to compel compliance.

SPECIAL PROVISIONS:

1. Emplacement operations are not permitted during wet weather.
2. All cut brush and debris are to be removed from right-of-way within seven (7) days.
3. Open trenches will be protected during off-duty hours by flasher lights.
4. Temporary construction signs are to be placed on the right-of-way at both ends of project ("Cable Emplacement Ahead").
5. All driveway entrances to be restored to original condition and resurfaced with suitable gravel.

COMMISSIONER'S COURT, COUNTY OF COLORADO

BY: 

JUDGE

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- ___7. Approval of Interlocal Agreement between Austin County and Colorado County regarding bridge replacement project of Kulow Road and Sealy Road at the county line. (Neuendorff)

Commissioner Neuendorff reported that the cost of bridge replacement will be split 50/50 between the two counties. Will go out for bids.

Motion by Commissioner Neuendorff to approve Interlocal Agreement between Austin County and Colorado County regarding bridge replacement project of Kulow Road and Sealy Road at the county line; 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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INTERLOCAL AGREEMENT AND WAIVER OF LIABILITY

WHEREAS Austin County Precinct 3, referred to as "Austin County" and Colorado County Precinct 3, referred to as "Colorado County" recognize that situations arise demanding the combined efforts of two or more governmental units to provide road and bridge maintenance, repair and replacement services.

AND WHEREAS Chapter 791, Texas Government Code, authorizes entry into agreements by and between local political subdivisions for the provision of governmental functions, services and administrative functions.

AND WHEREAS Austin County and Colorado County desire to participate and cooperate in road and bridge maintenance, repair and replacement to maximize the efficiency, the availability of funds, labor, equipment and expertise of each entity.

AND WHEREAS Austin County and Colorado County have each determined that it would be in the best interest of its respective citizens and inhabitants to enter into an Interlocal Agreement in order to provide better services by authorizing cooperation;

NOW, it is mutually agreed by and between Austin County and Colorado County, as follows:

**ARTICLE I
Scope of Services**

1.01 Services in General:

Austin County and Colorado County agree to render mutual road and bridge maintenance, repair and replacement services, specifically at the location of Kulow Road and Sealy Road at the Austin County and Colorado County boundary line, between themselves and make available resources for such aid and cooperation, providing that it is understood that either party rendering aid may withhold resources to the extent necessary to provide reasonable protection for the citizens within its jurisdiction. All requests for aid and cooperation pursuant to this Agreement shall be made by and to the respective elected officials or their designated representatives. It is understood that each party, while rendering aid under this agreement, shall retain the same powers, duties, rights, privileges, and immunities as if it were performing its duties in the jurisdiction in which it is normally employed or renders services. Nothing in this agreement shall be construed as creating a "joint enterprise" between the parties. If there is a conflict between the policies of different jurisdictions, then the employees are to follow the policies of the jurisdiction that employs them. Each employee that is working under this

**MINUTES OF THE COLORADO COUNTY
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agreement shall take direction from and follow the orders of the jurisdiction that employees them.

1.02 Standard of Services:

It is agreed that parties to this Agreement shall make requisite assurances that all service personnel have the certification, qualifications, skill and expertise to perform the scope of services to be rendered.

1.03 Specific Service:

At all times, an employee working under this agreement remains an employee of his/her jurisdiction and never becomes an employee of a participating jurisdiction. The intent of this agreement is to allow all participating jurisdictions to assist each other with general road and bridge maintenance, repair and replacement at the location of Kulow Road and Sealy Road at the Austin County and Colorado County boundary line.

1.04 Service Outside Jurisdiction:

Any employee that performs a road maintenance function outside his/her employers' jurisdiction shall notify their employer or designee of the other jurisdiction as soon as possible, but no more than 6 (six) hours, of his/her actions in the other jurisdiction.

**ARTICLE II
Remuneration**

2.01 Reimbursement for Services:

Each jurisdiction shall be responsible for all the costs and expenses incurred by its employees no matter where the employees are working.

**ARTICLE III
Liability**

3.01 Austin County Indemnifies Colorado County:

Austin County agrees to indemnify and hold Colorado County harmless with respect to any claim, demand, or suit based upon any service provided by Colorado County arising under this Interlocal Agreement. Notwithstanding any

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of the above provisions, if it is determined that Colorado County is solely negligent with regard to any claim, demand, or suit arising out of this Interlocal Agreement, Colorado County will hold Austin County harmless and indemnify Austin County for costs incurred.

3.02 Colorado County Indemnifies Austin County:

Colorado County agrees to indemnify and hold Austin County harmless with respect to any claim, demand, or suit based upon any service provided by Austin County arising under this Interlocal Agreement. Notwithstanding any of the above provisions, if it is determined that Austin County is solely negligent with regard to any claim, demand, or suit arising out of this Interlocal Agreement, Austin County will hold Colorado County harmless and indemnify Colorado County for costs incurred.

3.03 Parties Do Not Waive Rights or Defenses:

It is understood that liability to all parties is limited by existing laws. This agreement shall not serve to waive any rights or defenses, including but not limited to sovereign immunity, asserted by a party.

3.04 Liability for Wages and Expenses:

It is expressly understood and agreed that each party shall have no liability for the wages, workers compensation benefits, disability payments, pension payments, damage to equipment and clothing, medical expenses, expenses of travel, food, lodging or other compensation, or expenses of personnel of another party's employees, regardless or whether the personnel performed services outside the jurisdiction of his or her employer.

3.05 Tort Liability:

It is expressly understood and agreed that each jurisdiction is solely liable for the state tort liability and federal tort liability of its employees and will hold the other jurisdictions harmless for any claims made while any employee is performing duties under this agreement.

**ARTICLE IV
Time of Performance**

4.01 Initial Term:

**MINUTES OF THE COLORADO COUNTY
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It is expressly understood and agreed that the terms of this Agreement shall become effective on the date of the last signature affixed hereto and shall continue for an initial term of twelve (12) months thereafter.

ARTICLE V

Termination

5.01 Subsequent Terms:

It is expressly understood and agreed that this Agreement renews automatically for another twelve (12) month term each year unless terminated by either party under the terms provided below.

5.02 Notice of Termination:

It is expressly understood and agreed that this Agreement may be terminated at any time with or without cause by either party upon thirty (30) days written notice to the other parties.

Notice shall be given by registered or certified mail, return receipt requested, to the other party at the addresses set out below:

COLORADO COUNTY PRECINCT 3
400 Spring Street
Columbus, TX 78934
Attention: Precinct 3 Commissioner

AUSTIN COUNTY PRECINCT 3
1 East Main
Bellville, Texas 77418
Attention: Precinct 3 Commissioner

ARTICLE VI

Laws, Statutes and Ordinances

6.01 Applicable Law:

This Agreement shall be construed under the laws of the State of Texas. The parties shall observe and comply with all federal, state, county and municipal laws, rules, ordinances and regulations in any manner affecting the conduct of services herein provided and performance of all obligations undertaken by this Agreement.

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ARTICLE VII

This instrument contains the entire Agreement between the parties relating to the rights granted and the obligations assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect unless made in writing and signed by all the parties.

IN WITNESS WHEREOF, the parties have caused this Interlocal Agreement to be signed and approved by the proper employees of each the dates written below.

COLORADO COUNTY
PRECINCT 3

SIGNED on 24 day of May ~~January~~ ^{KN}, 2021, in multiple originals
by Colorado County Precinct 3.

By (Printed Name): Keith Newendorf

Signature: Keith Newendorf

COLORADO COUNTY JUDGE

SIGNED on 24th day of May, 2021, in multiple originals
by Colorado County Judge.

By (Printed Name): Ty Prause

Signature: Ty Prause

AUSTIN COUNTY
PRECINCT 3

SIGNED on 10 day of MAY, 2021, in multiple originals
by Austin County Precinct 3.

By: Leroy Comy
Leroy Comy

Austin County Commissioner, Pct. 3

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- __8. Waive 90-day waiting period for group healthcare benefits for new hire for R&B Precinct No. 3. (Neuendorff)**

Commissioner Neuendorff informed he hired Jack Hodge (3) weeks ago, will be full time. Prior he worked (30) years at his previous job. He has applied and paid to get Cobra Insurance, but is not covered as of date, he has contacted them and all they can tell him due to a glitch, apparently, he is not covered. He has asked to pay for County Insurance so he can be covered.

Motion by Commissioner Neuendorff to approve to waive 90-day waiting period for group healthcare benefits for new hire for R&B Precinct No. 3; seconded by Commissioner Wessels; 4 ayes 1 nay (Kubesch), reason we should not pick and choose who gets waived and I think he should have taken a physical; motion carried, it was so ordered.

- __9. Allow new hire for R&B Precinct No. 3 to reimburse the County for the first 90-days of group healthcare benefits. (Neuendorff)**

Motion by Commissioner Neuendorff to allow new hire for R&B Precinct No. 3 to reimburse the County for the first 90-days of group healthcare benefits; seconded by Commissioner Wessels; 4 ayes 1 nay (Kubesch) for reason what is there to reimburse; motion carried, it was so ordered.

- _10. Approval of Services Agreement between County Information Resources Agency (CIRA) and Colorado County for updated website hosting services beginning January 1, 2022.**

Raymie Kana, County Auditor stated the Standard Package is \$1550.00 per year.

Judge's Secretary, Sharon uses this to post on website, not affiliated with TAC.

Motion by Commissioner Wessels to approve Services Agreement between County Information Resources Agency (CIRA) and Colorado County for updated website hosting services beginning January 1, 2022; seconded by Commissioner Neuendorff; 5 ayes 0 nays; motion carried, it was so ordered.

(See Attachment)

MINUTES OF THE COLORADO COUNTY
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TEXAS ASSOCIATION of COUNTIES
COUNTY INFORMATION RESOURCES AGENCY

May 18, 2021

FY 2022 Website Price Increase Reminder

The Texas Association of Counties County Information Resources Agency (TAC CIRA) provides website services to your county. Thank you for allowing us to serve you. We are constantly evaluating services to offer you robust options and high-quality support at a competitive rate.

As shared with you in January, TAC CIRA has updated its website service packages and prices to better meet the needs of counties and to keep pace with operating costs. These new packages and prices will take effect for all existing website customers on Jan. 1, 2022.

The packages include:

- SSL (Secure Sockets Layer) Certificate, which is a security best practice.
- Website hosting with EZTask.
- Content management and self-editing access for your county.
- Hands-on support from TAC CIRA by phone and email.
- Training from the TAC CIRA team.

See pages 19-21 in the updated services agreement for a breakdown of the new website hosting service packages. Download the services agreement at county.org/CIRAagreement.

Please review and sign the services agreement and return it to support@county.org or fax to (512) 479-1807 by Oct. 8, 2021.

Your customer experience and satisfaction are our highest priority. Please do not hesitate to contact us at (512) 478-8753 for answers to your questions regarding this change or if we should contact another person within the county. We can also provide guidance on which package aligns with your current subscription.

Thank you,

Kevin Hurley, PMP
Membership Development Manager

TAC CIRA
support@county.org
(512) 478-8753

**MINUTES OF THE COLORADO COUNTY
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**TEXAS ASSOCIATION *of* COUNTIES
COUNTY INFORMATION RESOURCES AGENCY**

SERVICES AGREEMENT

FINDINGS:

1. CIRA is an interlocal entity as authorized by the Texas Interlocal Cooperation Act, Texas Government Code Chapter 791 to provide certain technology services to its members.
2. Member is a local government or governmental entity that has executed an Interlocal Participation Agreement with CIRA and would like to obtain technology services from CIRA.
3. Member's governing body has approved execution of an Interlocal Participation Agreement with CIRA.

AGREEMENT:

In consideration of the mutual covenants and agreements set forth below, CIRA and the Member agree as follows:

1. GENERAL TERMS AND CONDITIONS

1.1 Definitions.

- 1.1.1 "Member" includes the Member and all officials and employees who use CIRA Services.
- 1.1.2 "Services" means a CIRA-sponsored or -provided service authorized by this Agreement.

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1.1.3 "TAC" means the Texas Association of Counties.

1.1.4 "User" includes any person authorized by Member to use CIRA email or other Services.

1.2 Scope and conflict.

These General Terms and Conditions apply to the entire Agreement. If there is a conflict between this section and the specific terms and conditions for a particular Service, the individual terms and conditions govern. If the relationship between the terms is unclear the General Terms and Conditions will govern.

1.3 Authorized use.

Member may use CIRA-provided Services for a public purpose only and not for any private pecuniary gain. Member agrees not to use a CIRA Service to conduct a business or activity or solicit the performance of an activity that is prohibited by law. Member agrees to use the Services only for lawful purposes and in accordance with this Agreement. CIRA may amend its policies and guidelines at any time without notice to the Member.

1.4 Abuse of Services and CIRA's rights.

1.4.1 Prohibited activity. Activity that interrupts the normal use of the CIRA server or system for other CIRA Members is considered to be abuse of system resources and is prohibited. Examples of service abuse include spawning dozens of processes, or consuming excessive amounts of memory or CPU for long periods of time. Depending on the severity of the conduct or consequences, CIRA may issue a User that abuses the system an email warning or suspend the Member's or a User's account without notice. If CIRA determines that the abuse or misuse is unintentional, it may rescind a User's suspension.

1.4.2 Reporting required. Member must report to CIRA any information it has or obtains related to a current or past violation of CIRA policies or guidelines resulting in abuse of Services.

1.4.3 Investigation and action authorized. CIRA may investigate any reported violation of this Agreement or CIRA policies or guidelines and take any action that it deems appropriate and reasonable under the circumstance to protect CIRA servers and systems, Members or third parties. CIRA will not access or review the contents of any email or similar stored electronic communications except as required or permitted by applicable law or legal process.

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1.4.4 Public information. Member also understands that information stored on CIRA servers and systems incident to use of CIRA Services may be subject to disclosure under the Public Information Act, Government Code Chapter 552.

1.4.5 Content restriction or removal. CIRA may, but is not obligated to, restrict or remove from its servers any content that violates this Agreement or related policies or guidelines, or is otherwise objectionable or potentially infringing on any third party's rights or that potentially violates any laws. If CIRA becomes aware that a Member or User has violated this Agreement or related policies or guidelines, third party rights or laws, CIRA may immediately take action, including:

- (a) issuing a warning;
- (b) suspending or terminating a Service;
- (c) restricting or prohibiting use of content hosted on CIRA's servers or systems;
and
- (d) disabling or removing any hypertext link to third-party websites, any information or content distributed or made available for distribution through a Service, or other content not supplied by CIRA that, in CIRA's sole discretion, may violate a law or infringe on a third-party right or that otherwise exposes or potentially exposes CIRA to civil or criminal liability.

1.4.6 Editorial control. CIRA's rights under this Agreement do not obligate CIRA to monitor or exert editorial control over information or content made available by a Member for distribution through a Service.

1.5 Security.

1.5.1 Password protection. SECURITY IS THE RESPONSIBILITY OF EVERYONE. Member and each authorized User agree to keep individual passwords secure and not disclose individual passwords to any other person **for any reason. A CIRA representative will never ask you for your password.** If a User believes that the security of a password has been compromised, it is the User's responsibility to change the password to prevent unauthorized access to an account. If a User loses or cannot remember a password, the User must contact CIRA immediately to request that the password be reset.

1.5.2 Security breach. Member and its Users are solely responsible for any security breaches affecting Member accounts. If a Member's account is responsible for or involved in an attack on or unauthorized access into another server or system, CIRA may terminate the account and Services without notice.

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1.5.3 Policy compliance. If a Member's failure to comply with the CIRA service agreement causes damage to a CIRA or third-party account, another Member, or CIRA systems, CIRA may hold the Member responsible for the costs incurred by CIRA to correct the security breaches and restore the servers or systems.

1.6 Intellectual Property.

1.6.1 Compliance with copyright and other laws. Member agrees not to infringe or violate the rights of any third party, including any intellectual property rights, or violate any applicable law or regulation. Member agrees not to upload or transmit copyrighted materials using CIRA Services without the permission of the copyright holder or as otherwise permitted by law. Member is solely responsible for ensuring that it has the authorization necessary to publish or enable hypertext links from its website to other third-party websites.

1.6.2 CIRA's rights. CIRA retains exclusive proprietary rights to all materials it uses to provide Service under this Agreement, including:

- (a) computer software in object code and source code form;
- (b) data or information developed or provided by CIRA or its suppliers or agents under this Agreement;
- (c) know-how, methodologies, equipment, or processes used by CIRA to provide Services; and
- (d) copyrights, trademarks, patents, trade secrets, and any other proprietary rights related to the Services.

1.7 Disclaimer.

1.7.1 No warranties. CIRA makes no warranties of any kind, either express or implied, for the Services it provides. CIRA disclaims any warranty of merchantability or fitness for a particular purpose. CIRA will not be responsible for any direct, indirect or consequential damages that may result from the use of its Services including loss of data resulting from delays, non-delivery or interruption in service. CIRA exercises no control over, and accepts no responsibility for, the content of the information passing through CIRA's servers, host computers, network hubs or the Internet. ALL SERVICES PERFORMED UNDER THIS AGREEMENT ARE PERFORMED "AS IS" AND WITHOUT WARRANTY AGAINST FAILURE OF PERFORMANCE INCLUDING ANY FAILURE BECAUSE OF COMPUTER HARDWARE OR COMMUNICATION SYSTEMS. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, CIRA DOES NOT MAKE AND DISCLAIMS, AND MEMBER WAIVES ALL RELIANCE ON,

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ANY REPRESENTATIONS OR WARRANTIES, ARISING BY LAW OR OTHERWISE, REGARDING THE SERVICES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE IN TRADE.

1.7.2 No liability. CIRA is not liable for any temporary delay, outages or interruptions of a Service, nor is CIRA liable for any damages resulting from a delay, outage or interruption. CIRA is not liable for unauthorized access to, or alteration, theft, or destruction of the website or a Member's data files, programs or information through accident, fraudulent or unauthorized means or devices, if resulting from the action of Members officials, employees or agents, or a third party authorized by Member. CIRA is liable for unauthorized access to, or alteration, theft, or destruction of the website or a Member's data files, programs or information through accident, fraudulent or unauthorized means or devices, if resulting from the action of CIRA's employees or agents, or a third party authorized by CIRA. CIRA's liability for any reason or any cause of action, including breach of contract, breach of warranty, negligence, strict liability, misrepresentations, and other torts is limited to three times the amount of annual fees actually paid to CIRA by Member under this Agreement.

1.8 Indemnification and defense.

Each party (Indemnitors) will indemnify and defend the other party and its officers, directors, employees, agents, successors and assigns (Indemnitees) from and against all claims, liabilities, damages and losses including without limitation attorneys' fees and costs arising out of or resulting from any claim brought or made by any third party against any Indemnitees and arising from: (i) any alleged or actual violation or infringement by Indemnitor of any copyright or other intellectual property of a third party in connection with this Agreement; (ii) death or injury to the extent caused by the negligence or willful misconduct of the Indemnitor, or any of Indemnitor's agents, employees or contractors; (iii) damage to, or loss or destruction of, any real or tangible personal property to the extent caused by the negligence or willful misconduct of the Indemnitor, its affiliates, or any of Indemnitor's or its affiliates' agents, employees or contractors; (iv) any violation of applicable law by the Indemnitor after the Effective Date; or (v) any breach by the Indemnitor of any of its representations and warranties under the Agreement.

In claiming any indemnification under this provision, the Indemnitee shall promptly provide the Indemnitor with written notice of any claim that the Indemnitee believes falls within the scope of this provision. The Indemnitee may, at its own expense assist in the defense if it so chooses, provided that: (1) the Indemnitor shall control such

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defense and all negotiations relative to the settlement of any claim; and (2) any settlement intended to bind the Indemnitee shall not be final without the Indemnitee's written consent, which shall not be unreasonably withheld.

1.9 Notice.

All notices and communications under this agreement must be sent in writing to the following by United States Postal Service, hand delivery or email:

To CIRA:

**The County Information Resources Agency
c/o Texas Association of Counties
1210 San Antonio Street
Austin, Texas 78701
Attn: CIRA Manager
support@county.org**

To Member:

To the CIRA Coordinator specified on the signature page.

1.10 Term and Termination.

1.10.1 Term. The term of this Agreement is from the effective date to December 31 of the same year. The Agreement will automatically renew annually for one- year terms beginning January 1 and ending December 31, unless terminated as provided in this section.

1.10.2 Agreement termination. Either party may terminate this Agreement at any time following 30-days written notice to the other party.

1.10.3 Service termination. Either party may terminate a Service at any time following 30-days written notice to the other party. If Member terminates a Service without cause, Member will not be entitled to a refund of fees paid under this Agreement. If CIRA fails to perform a Service under this Agreement and fails to cure the defect within 30 days of receiving written notice of the failure by the Member, Member may terminate for cause. If Member terminates this agreement for cause as provided in this section, Member will be entitled to return of any fees paid for Services that have not been rendered at the time of termination.

1.11 Applicable Law.

The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement. Venue is in Travis County, Texas.

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1.12 Severability.

If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, the legality, validity and enforceability of the remaining provisions of this Agreement will not be affected.

1.13 Amendment.

Except as provide in Section 1.3, Authorized Use, this Agreement may not be amended or modified except in writing, as authorized by the governing bodies of CIRA and the Member.

1.14 Third Party Rights.

This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties.

1.15 Assignment.

This Agreement may not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

1.16 Payment terms.

CIRA will invoice Member for services under this Agreement as follows: (1) monthly for email; and (2) annually for websites. Member will pay within 30 days of receipt of invoice, unless other payment arrangements are approved in writing by CIRA. If Member fails to make a payment when due, CIRA may: (1) suspend services; and (2) charge a service charge of one percent per month on the total amount due or the maximum legal rate allowed by law, whichever is less. CIRA may recover legal costs, including attorney fees, if collection activities are required to collect outstanding fees under this Agreement.

2. TERMS AND CONDITIONS FOR EMAIL SERVICES.

2.1 Email storage.

A Member may not allow its employees to store personal emails on the email server, and should require employees to promptly delete personal email after it is sent or received. Member-related email should not be stored on the email server for more than 90 days.

2.2 Email deletion.

Member understands and agrees that CIRA may purge any *deleted* email that has been on the email server for more than 90 days after it has provided Member with 60 day notice that it intends to purge email, including the date of the purge. CIRA may purge any other email may be purged after one year, following 60 day notice to the

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Member that it intends to purge email.

2.3 Email backup.

CIRA Services under this agreement do not include making backup copies of email, and CIRA is not responsible for retrieving deleted or purged emails.

2.4 Records retention.

CIRA is not responsible for ensuring that the Member's officials and employees comply with applicable records retention laws and policies. **Member understands and agrees that it is the Member's obligation to ensure that emails subject to records retention requirements are retained in a format other than on the email server for an appropriate period of time.**

2.5 Email Administrator.

Member shall designate a person who will manage the Member's email accounts and perform the duties set forth below. CIRA will provide training to an Email Administrator as necessary to facilitate Member use of CIRA Services and to promote compliance with CIRA policies and guidelines. The frequency and content of any training provided under this section will be at CIRA's discretion.

2.6 Responsibilities of Email Administrator.

Responsibilities of the Email Administrator include:

2.6.1 Developing and implementing a procedure for determining which employees who will be allowed to use the available email accounts.

2.6.2 Maintaining a record of the name of each email User and a copy of each User's Individual User Agreement.

2.6.3 Resetting passwords and emphasizing the importance of proper security measures in the use of the password.

2.6.4 Assisting email account Users with complying with applicable records retention requirements and schedules and any Member policies regarding records management.

2.6.5 Adding, modifying and deleting email accounts in compliance with applicable records retention schedules and records management plans.

2.6.6 Notifying an individual User before deleting an email account to provide an opportunity for preservation of email off of the email server.

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2.6.7 Configuring email programs on a Member's computers as necessary to access the email server.

2.6.8 Authorizing CIRA to fulfill requests for Member's employees that involve email accounts, such as new email applications, email deletion requests, password resets, and other related requests.

2.7 E-mail Terms and Conditions; Individual User's Obligations.

As a condition of a Member receiving email Service, each User authorized by the Member must agree to abide by the CIRA email terms and conditions by executing the form attached as Exhibit C and delivering it to the Member's Email Administrator. A User periodically may be required, prior to log in, to confirm the User's agreement to abide by CIRA's email terms and conditions. Member understands that a User's failure to confirm his or her agreement to abide by CIRA's email terms and conditions may result in the User's inability to access an email account. CIRA may change the terms and conditions for email Service and use as necessary to protect CIRA, its network, and its Members and their resources. To the extent practical, CIRA will promptly notify Member of any changes made to CIRA's email terms and conditions. CIRA will post the current version of the applicable terms and conditions on Texas Association of Counties website at <https://www.county.org/TAC-CIRA>.

2.8 Email security.

2.8.1 Maintaining the security and integrity of the Member's e-mail system is VERY IMPORTANT and is EVERYONE'S RESPONSIBILITY.

2.8.2 Member agrees not to share an individual e-mail account or password with anyone. Alias, office, or department accounts may be shared but Users are strongly encouraged to limit access or use of the account to only those officials or employees who need access to perform their job duties.

2.8.3 Member agrees not to share email passwords with anyone. Technical exception will apply if the User requests assistance from a CIRA representative.

2.8.4 Each User's email password will be required to meet certain requirements set by CIRA for security purposes, and Member agrees to comply with those standards when establishing or changing an email password.

2.8.5 Member agrees to prohibit Users from leaving an email password in plain view on or near a computer.

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2.8.6 Member agrees to implement and/or enable two factor authentication for each individual e-mail account.

2.9 Email Support.

2.9.1 CIRA staff will provide basic email support and assistance to Member. CIRA staff is not liable for implementation or support for third-party mail client programs such as Outlook, Thunderbird, MacMail, etc. CIRA staff will provide instruction and settings for Email account setup, troubleshoot send and receive errors and password assistance. Member is responsible for support beyond these parameters. CIRA does not provide support for software applications, computer hardware, or operating systems for a User's computer.

3. TERMS AND CONDITIONS FOR WEBSITE SERVICES.

3.1 Internet domain name.

Member may authorize CIRA to obtain or host the Member's Internet domain name, by completing the form attached as Exhibit D. For example, the standard format for a county's Internet domain name is www.co.[county name].tx.us.

3.2 Internet service.

CIRA does not provide a Member with Internet access as a part of its website Service. Member must make arrangements with an Internet provider for Internet access.

3.3 Server storage.

CIRA will provide a Member with storage space on CIRA's server(s) to house the data and files that constitute the Member's website. If a Member permits a specific department to operate a separate website, CIRA will also host that website at an additional charge for each website as provided in Exhibit B.

3.4 CIRA and TAC logos and links.

Member agrees to allow CIRA to place CIRA and Texas Association of Counties (TAC) logos on the Member's website home page and to include a link to both the TAC and CIRA websites on the Member's home page.

3.5 Website availability and Service interruption.

Except as provided below, CIRA will ensure that Member's website is available to third parties via the World Wide Web portion of the Internet 24 hours a day, seven days a week. At its sole discretion, CIRA may conduct maintenance and repair to its servers and systems which may result in a temporary loss of website availability or Service. Additionally, equipment failure may cause a temporary loss of website

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availability or Service. Member agrees that CIRA is not liable for any loss or interruption of website availability or Service regardless of the cause of interruption.

3.6 Content posting.

3.6.1 CIRA is not responsible for providing or posting website content unless that Service is specifically selected on Exhibit B. If Member determines website content and posts directly to its website, it agrees to use the content management software authorized or provided by CIRA.

3.6.2 If Member elects for CIRA to manage website content for Member's website, then the scope for website content management will follow these guidelines:

- (a) CIRA will post all state mandated documents submitted by Member.
- (b) CIRA will update staff information and all basic text updates requested by Member
- (c) CIRA will post all photos, graphics and documents that are appropriate and submitted by Member.
- (d) Any edit request submitted by Member that is deemed a customization of the website will be subject to a customization fee and is not included in the annual content management fee. A CIRA representative will notify Member of potential charge and discuss the edit request in depth with Member before implementation.

3.6.3 Member is responsible for compliance with all statutory posting requirements for its website, regardless of whether CIRA is providing website maintenance service.

3.6.4 CIRA performs content management updates during the following business hours: Monday through Friday 8am to 5pm. Website posting requests received after 5pm will be processed on the following business day. In order to comply with Government Code §551.056, member is solely responsible for timely submission of materials to CIRA for purposes of compliance with statutory imposed deadlines; e.g. 72 hour notice for commissioners court agendas. Emergency meeting notifications will be posted promptly after actual receipt by a CIRA staff member.

3.6.5 Member is responsible for submitting time-sensitive posting requests to CIRA in a timely manner. CIRA is not responsible for failure to comply with legal mandate if Member submits a posting request outside the window of time required by the State of Texas.

3.6.6 Customization of county websites. If a member requests a website update that will alter the appearance of the website beyond the standard template, it will be

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considered a customization of the website, and the Member will be charged accordingly.

3.7 Third-party content.

Member understands and agrees that Member and its individual Users are responsible for:

- (a) acquiring any authorization necessary for hypertext links to third-party web sites;
- (b) ensuring the accuracy of materials posted on the website, including third-party material; and
- (c) ensuring that the posted content does not infringe or violate any right, including an intellectual property right, of any third party.

3.8 Prohibited content.

Member agrees not to place or allow a User to place on the website any content or materials that:

- (a) could be seen as obscene, threatening, or malicious;
- (b) violates an applicable law or regulation;
- (c) infringes on a proprietary, contract, or other third-party right, including an intellectual property right; or
- (d) is designed to cause damage or harm to a computer or computer system accessing the website, including interruption of service.

4. ADDITIONAL SERVICES.

4.1 CIRA may offer Member services in addition to email and website services as agreed to in writing by both parties in an addendum to this Agreement. Payment terms for any additional services will be included in the negotiated terms.

COUNTY INFORMATION RESOURCE AGENCY

By: _____ Date: _____
Executive Director, Texas Association of Counties

MEMBER:
By: _____ Date: May 24, 2021
[Signature]

Ty Prause

[Printed Name]

County Judge

[Title]

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CIRA COORDINATOR CONTACT

The CIRA Coordinator is the county official or employee who will serve as the primary point of contact for any notices, updates, or other communications from TAC CIRA.

Name: Sharon Marsalia

Title: Administrative Assistant to County Judge

County: Colorado

Telephone Number: (979) 732-2604

Email Address: sharon.marsalia@co.colorado.tx.us

Physical Address: Colorado County Courthouse, 400 Spring Street, Room 107,
Columbus, Texas 78934

MEMBER EMAIL ADMINISTRATOR *(required - applicable for email services only)* The member email administrator is a county official or employee who will manage the county's email accounts and perform the duties as outlined in this service agreement (see 2.5 and 2.6 for responsibilities.)

Member counties must designate at least three Email Administrators who will be responsible for authorizing TAC CIRA to fulfill member county's email-related requests. Member counties have the ability to give these administrators privileges to manage county email accounts (E.g., add and delete accounts.)

Email Administrator 1 (required)

Name: _____

Title: _____

County: _____

Telephone Number: _____

Email Address: _____

Physical Address: _____

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Provide this email administrator with privileges to manage email accounts
(e.g., add and delete mailboxes.)

Email Administrator 2 (required)

Name: _____

Title: _____

County: _____

Telephone Number: _____

Email Address: _____

Physical Address: _____

Provide this email administrator with privileges to manage email accounts
(e.g., add and delete mailboxes.)

Email Administrator 3 (required)

Name: _____

Title: _____

County: _____

Telephone Number: _____

Email Address: _____

Physical Address: _____

Provide this email administrator with privileges to manage email accounts
(e.g., add and delete mailboxes.)

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Exhibit A: Email Services, Pricing and Order Form

Email Services

All email services are provided by a third-party vendor. Support and migration is provided by TAC CIRA. Please place an "X" in the box next to the email service selected, the number of email accounts and authorized signature below.

County/Member Name: _____

The required management fee offsets TAC's administrative expenses, including personnel, network, hardware and professional fees that are generated by the migration, support, licensing and administration of email services to the member. The member's management fees are charged on a monthly basis, amounting to 30% of the member's total monthly license fees for all email services products.

Selected Service	Email Service Description	Cost
<input type="checkbox"/> # of Email Accounts: _____	Plan 1: Microsoft 365 Business Basic Email (50 GB) Exchange email, instant messaging and collaboration tools. <ul style="list-style-type: none"> • 50 GB mailboxes • Enhanced email anti-virus and SPAM protection • Collaboration tools like SharePoint and Teams • 1 TB of One Drive Storage • Active directory integration • Maximum of 300 users • Email migration included 	\$4.90 per email / per month + 30% Management Fee per month
<input type="checkbox"/> # of Email Accounts: _____	Plan 2: Microsoft 365 Business Standard Email (50 GB) Full featured productivity suite including collaboration tools, and the full Microsoft Office suite <ul style="list-style-type: none"> • 50 GB mailboxes • Enhanced email anti-virus and SPAM protection • Includes online and installed versions of Microsoft Office applications (Word, Excel, etc.) on up to 5 devices per user • Collaboration tools like SharePoint and Teams • 1 TB of One Drive Storage • Active directory integration • Maximum of 300 users • Email migration included 	\$12.40 per email / per month + 30% Management Fee per month

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<input type="checkbox"/> # of Email Accounts: <hr/>	Plan 3: Office 365 Enterprise - E1 (50 GB) Online versions of Microsoft Exchange email, instant messaging, and collaboration tools with unlimited users per plan. <ul style="list-style-type: none"> • 50 GB mailboxes • Enhanced email anti-virus and SPAM protection • Collaboration tools like SharePoint and Teams • 1 TB of One Drive Storage • Active directory integration • Unlimited number of users • Email migration included 	\$7.90 per email / per month + 30% Management Fee per month
<input type="checkbox"/> # of Email Accounts: <hr/>	Plan 4: Office 365 Enterprise - E3 (100 GB) Advanced enterprise features and management tools coupled with an Exchange mailbox, collaboration tools and the full Microsoft Office applications with unlimited users per plan. <ul style="list-style-type: none"> • 100 GB mailboxes • Enhanced email anti-virus and SPAM protection • Includes online and installed versions of Microsoft Office applications (Word, Excel, etc.) on up to 5 devices per user • Collaboration tools like SharePoint and Teams (with purchase of 5+ mailboxes) • 1 TB of One Drive Storage (free upgrade to up to 10 TB with purchase of more than 5 licenses) • Active directory integration • Includes eDiscovery and mailbox holds • Includes data loss protection feature • Unlimited number of users • Email migration included 	\$19.90 per email / per month + 30% Management Fee per month
<input type="checkbox"/> # of Email Accounts: <hr/>	Plan 5: Office 365 Exchange Online Plan 1 (50 GB) Reliable business class email with 50 GB mailbox per user <ul style="list-style-type: none"> • 50 GB mailboxes • Enhanced email anti-virus and SPAM protection • Active directory integration • Unlimited number of users • Email migration included 	\$3.90 per email / per month + 30% Management Fee per month

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<input type="checkbox"/> # of Email Accounts: <hr/>	Plan 6: Exchange Online Plan 2 (100 GB) All of the features of Exchange Online Plan 1, plus 100 GB of mailbox storage and data loss prevention. <ul style="list-style-type: none"> • 100 GB mailboxes • Enhanced email anti-virus and SPAM protection • Active directory integration • Includes eDiscovery and mailbox holds • Includes data loss protection feature • Unlimited number of users • Email migration included 	\$7.90 per email / per month + 30% Management Fee per month
<input type="checkbox"/> # of Email Accounts: <hr/>	Plan 7: Office 365 - F3 (2 GB) Low-storage mailbox with collaboration tools and a selection of Microsoft Office applications. <ul style="list-style-type: none"> • 2 GB mailboxes • Enhanced email anti-virus and SPAM protection • Includes online and installed versions of Microsoft Office applications Outlook, OneNote, Word, Excel and PowerPoint on up to 5 devices per user • Collaboration tools like Sharepoint and Teams • 2 GB of OneDrive storage • Active directory integration • Unlimited number of users • Email migration included 	\$3.90 per email / per month + 30% Management Fee per month

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Selected Service	Email Service Description	Cost
<input type="checkbox"/> # of Email Accounts: _____	Add-On Feature 1: Email Archiving Implement archiving for all of your email users. Your county email administrator will receive training on utilizing the archiving dashboard. From the moment archiving is enabled, all emails sent and received from that point are archived. Counties can opt to perform a historical import of stored emails sent/received previously for about \$6 per GB.	\$3.00 per email / per month + 30% Management Fee per month
<input type="checkbox"/> # of Email Accounts: _____	Add-On Feature 2: Microsoft Defender for Office 365 (Plan 1) Add Microsoft Defender for Office 365 to any 365 mailbox for enhanced security features, such an additional layer of security for links and attachments, and advanced anti-phishing capabilities.	\$3.00 per email / per month + 30% Management Fee per month
<input type="checkbox"/> # of Email Accounts: _____	Add-On Feature 3: Microsoft Defender for Office 365 (Plan 2) All of the features of Microsoft Defender for Office 365 Plan 1, plus threat tracking, automated investigations of flagged activity, attack simulator module.	\$8.00 per email / per month + 30% Management Fee per month
<input type="checkbox"/> # of Email Accounts: _____	Add-On Feature 4: Azure Information Protection (Plan 1) Add Azure Information Protection to any 365 mailbox to classify and protect certain types of data and files by tracking and controlling how these materials are emailed internally and externally.	\$3.00 per email / per month + 30% Management Fee per month

Printed Name: _____ Title: _____

Authorized Signature: _____ Date: _____

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Exhibit B: Website Services, Pricing and OrderForm

Website Services

Website hosting is provided by a third-party vendor. Migration, management and support services provided by TAC CIRA. Please place an "X" in the box next to the website service selected and get authorized signature below.

County/Member Name: Colorado

Selected Service	Website Service Description	Cost
<input checked="" type="checkbox"/>	<p>Standard Website Package</p> <ul style="list-style-type: none"> • Modern & streamlined pre-set website design • Responsive design adapts to variety of screen sizes • Secure Sockets Layer Certificate - security best practice, automatically renewed yearly • Training for county staff on website platform & making website edits • Project Management Services for Migration Included • Phone & email support, Monday - Friday, 8 am to 5 pm 	<p>\$1,550 per year</p>
<input type="checkbox"/>	<p>Standard Plus Website Package <i>Includes all features of Standard Package, plus website postings add-on</i></p> <ul style="list-style-type: none"> • Modern & streamlined pre-set website design • Responsive design adapts to variety of screen sizes • Secure Sockets Layer Certificate - security best practice, automatically renewed yearly • Training for county staff on website platform & making website edits • Project Management Services for Migration Included • Phone & email support, Monday - Friday, 8 am to 5 pm • Website Postings Add-on: unlimited website edits posted by TAC CIRA staff on your behalf – submit via email or web form 	<p>\$3,550 per year</p>

**MINUTES OF THE COLORADO COUNTY
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<input type="checkbox"/>	<p>Premium Website Package</p> <ul style="list-style-type: none"> • Modern & streamlined website design • Responsive design adapts to variety of screen sizes • Secure Sockets Layer Certificate - security best practice, automatically renewed yearly • Training for county staff on website platform & making website edits • Project Management Services for Migration Included • Phone & email support, Monday - Friday, 8 am to 5 pm • Website Postings Add-on: unlimited website edits posted by TAC CIRA staff on your behalf – submit via email or web form • Custom designed website layout • Advanced website modules like blogs, database, custom site search engine and mobile website <p>+ Website Postings Add-on available for discounted rate of \$1,800/year. Unlimited website edits posted by TAC CIRA staff on your behalf - submit via email or web form.</p>	<p>\$4,500 first year (includes set-up fee & first annual payment)</p> <p style="text-align: center;">/</p> <p style="text-align: center;">\$3,200 annual fee (after first year)</p> <p style="text-align: center;"><input type="checkbox"/> Additional \$1,800/year Website postings add-on</p>
<input type="checkbox"/>	<p>Ultimate Website Package</p> <ul style="list-style-type: none"> • Modern & streamlined website design • Responsive design adapts to variety of screen sizes • Secure Sockets Layer Certificate - security best practice, automatically renewed yearly • Training for county staff on website platform & making website edits • Project Management Services for Migration Included • Phone & email support, Monday - Friday, 8 am to 5 pm • Website Postings Add-on: unlimited website edits posted by TAC CIRA staff on your behalf – submit via email or web form • Custom designed website layout • Advanced website modules like blogs, database, custom site search engine and mobile website • Communicator module to prominently place county news & announcements on website homepage <p>+ Website Postings Add-on available for discounted rate of \$1,800/year. Unlimited website edits posted by TAC CIRA staff on your behalf - submit via email or web form.</p>	<p>\$5,500 first year (includes set-up fee & first annual payment)</p> <p style="text-align: center;">/</p> <p style="text-align: center;">\$4,200 annual fee (after first year)</p> <p style="text-align: center;"><input type="checkbox"/> Additional \$1,800/year Website postings add-on</p>

MINUTES OF THE COLORADO COUNTY
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Selected Service	Website Service Description	Cost
<input type="checkbox"/>	Website Content Migration or Customization <ul style="list-style-type: none">• If a member requests a website update that will alter the appearance of the website or if the request is beyond the scope of normal posting procedure, the member will incur a website customization charge.• Performing content migration from one website to another.	\$50 / per hour

Printed Name: Ty Prouse Title: County Judge
Authorized Signature: [Signature] Date: 5-24-21

**MINUTES OF THE COLORADO COUNTY
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Exhibit C: Email Terms and Conditions - Individual User's Agreement

As a condition of receiving access to the email Service provided by the Texas Association of Counties County Information Resources Agency (TAC CIRA), I understand and agree that:

1. I must comply with TAC CIRA's email terms and conditions as attached to this agreement;
2. The email terms and conditions may be revised by TAC CIRA from time to time and that the current version of the applicable terms and conditions is the version posted on the TAC website: <https://www.county.org/TAC-CIRA>;
3. I may periodically be required, before I am allowed to log into my email account, to confirm my agreement to abide by TAC CIRA's terms and conditions;
4. My failure to confirm my agreement to abide by TAC CIRA's email terms and conditions may result in TAC CIRA's refusal to allow me access to my email account;
5. I will keep my password secure and not disclose it to any other person for any reason;
6. If I believe that the security of my password has been compromised, I will immediately change it to prevent unauthorized access to my email account; and
7. If I lose or cannot remember my password, I will immediately contact TAC CIRA to request that my password be reset.

SIGNED the ___ day of _____, 20__

Signature: _____

Printed Name: _____ Title: _____

County: _____

Email address: _____

MINUTES OF THE COLORADO COUNTY
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Exhibit D: Internet Domain Name Authorization Form

<Insert Date>

Dear TAC CIRA Manager,

On behalf of <insert county name> County, Texas, I hereby authorize the Texas Association of Counties County Information Resources Agency (TAC CIRA) to register our Internet domain name as co.[county].tx.us and to host our domain.

As County Judge of <insert county name> County, Texas, I have authorized the TAC CIRA Manager to act on behalf of <insert county name> County, Texas in the registration of this domain.

Additionally, I confirm the County's agreement and recognition of Neustar as the authorized entity to manage the delegation process on behalf of <insert county name> County, Texas.

Please register the following administrative and technical contacts for this domain:

Administrative Contact:

TAC CIRA Manager
TAC County Information Resources Agency
P.O. Box 2131
Austin, TX 78768-2131
Phone: 512-478-8753
Fax: 512-479-1807
e-mail: support@county.org

Technical Contact:

TAC CIRA Manager
TAC County Information Resources Agency
P.O. Box 2131
Austin, TX 78768-2131
Phone: 512-478-8753
Fax: 512-479-1807
e-mail: support@county.org

Sincerely,

<insert signature block>

**MINUTES OF THE COLORADO COUNTY
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- _11. Authorize County Judge to apply to Texas Comptroller of Public Accounts for Unclaimed Property Capital Credits. (Kana)

Raymie Kana, County Auditor stated this is an annual application.

Motion by Judge Prause to approve to authorize County Judge to apply to Texas Comptroller of Public Accounts for Unclaimed Property Capital Credits; 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 2021



Glenn Hegar

Texas Comptroller of
Public Accounts

Unclaimed Property Capital Credits for Counties

In conjunction with Local Government Code, Section 381.004, Texas Property Code, Section 74.602 authorizes the Texas Comptroller of Public Accounts (Comptroller's office) to allocate a portion of the unclaimed capital credits received from electric cooperatives back to the counties in the cooperatives' service area.

What are unclaimed capital credits?

Electric cooperatives that have lost contact with a previous customer sometimes report capital credits to the Comptroller's office as unclaimed property. Texas law allows counties to claim a portion of unclaimed capital credits originating from their county and use them for specific programs.

How are funds divided among counties?

- Electric cooperatives report unclaimed capital credits and the county of service from which they originated.
- Electric Cooperatives must use the numeric Federal Information Processing Standard (FIPS) county code of the service address. This code must be entered in the country code field of the remittance report.
- A county may or may not receive funds in a given year.

Who qualifies?

- Any county can request a portion of these funds.
- The county must follow instructions in Local Government Code, Section 381.004 to request funds.
- The commissioners court is the primary governing body and ultimate decision-making authority on the legitimacy of fund requests.

General uses of capital credits

The county commissioners court may use capital credits to develop and administer a program:*

- for state or local economic development
- for small or disadvantaged business development
- to stimulate, encourage and develop business location and commercial activity in the county
- to promote or advertise the county and its vicinity or conduct a solicitation program to attract conventions, visitors and businesses
- to improve the extent to which women and minority businesses are awarded county contracts
- to support comprehensive literacy programs that benefit county residents
- for the encouragement, promotion, improvement and application of the arts
- to support a children's advocacy center

*Review Local Government Code, Section 381.004 before starting a program.

How to request capital credits

The county judge and/or commissioners court must complete and submit the form on the back of this notice.

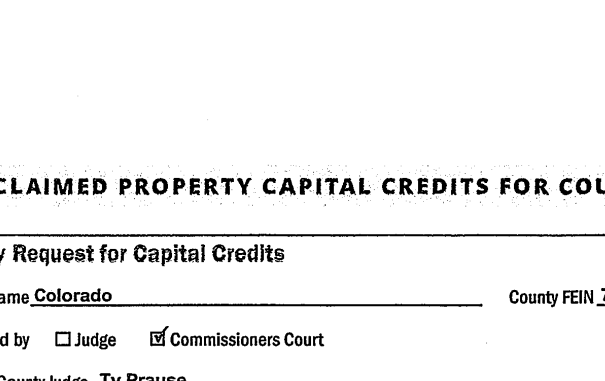
- The form must be signed by a representative of the commissioners court or the county judge.
- The form must include the complete name, address and federal tax identification number of the commissioners court. Funds will be paid directly to the court.

For more information,
visit our website at
ClaimItTexas.org.

For questions on
Capital Credits, contact
our Holder Education and
Reporting section at
800-321-2274, option 2 or
up.holder@cpa.texas.gov

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UNCLAIMED PROPERTY CAPITAL CREDITS FOR COUNTIES

County Request for Capital Credits	
County Name <u>Colorado</u>	County FEIN <u>74-6000544</u>
Authorized by <input type="checkbox"/> Judge <input checked="" type="checkbox"/> Commissioners Court	
Name of County Judge <u>Ty Prause</u>	Approved Date <u>5/24/2021</u>
Send the requested funds to:	
Address <u>P.O. Box 236</u>	City <u>Columbus</u> State <u>TX</u> Zip <u>78934</u>
I acknowledge that the purpose of the funds complies with provisions of Texas Local Government Code, Section 381.004.	
Name (printed) <u>Ty Prause</u>	Title <u>County Judge</u>
Signature 	Date <u>5/24/2021</u>
Email Address <u>ty.prause@cc.colorado.tx.us</u>	Phone <u>(979) 732-2604</u>
Submit signed and completed form by either mail, email or fax by July 31, 2021.	
Mail Texas Comptroller of Public Accounts Unclaimed Property Division Holder Education and Reporting section P.O. Box 12019 Austin, Texas 78711-2019	Email <u>up.holder@cpa.texas.gov</u> Fax <u>512-463-3569</u>
FOR COMPTROLLER'S USE ONLY: We are authorized to release ____% of the total amount available to your county. We will send a \$ _____ payment to the address provided above. By requesting funds, you have certified that they will be used in compliance with the provi- sions of Texas Local Government Code, Section 381.004.	
Comptroller's Representative _____	Date _____

This publication is intended as a general guide and not as a comprehensive resource on the subjects covered.
It is not a substitute for legal advice.

In compliance with the Americans with Disabilities Act, this document may be requested in alternative formats by calling 800-252-1382,
or by sending a fax to 512-475-0900.

**MINUTES OF THE COLORADO COUNTY
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- _12. Acceptance of the Coronavirus State and Local Recovery Funds (American Rescue Plan) and name Authorized Official and Contact Person for submitting information. (Kana)**

Raymie Kana, County Auditor stated that the County is to receive \$4.4 million dollars, half of the money the County should receive this month. Raymie reported she started process and got to the part asking do you agree to terms and conditions.

That is why we have this on the Agenda today, to ask the Court for approval to continue with process of agreeing to the terms and conditions.

Judge Prause informed that other county Judges have accepted to get their portion of their funds, where the County Judge via personal phone accepts the terms and conditions, which I will do if the Court approves this today.

Chris Christensen stated that he smells a rat!

County Auditor suggested forming a group committee to put a spending plan in place, it is a lot for just one person to do. We have to apply now, but have until the end of 2024 to spend the funds.

Cynthia Penney asked if a member of the public could be on this committee, and Judge replied yes.

Motion by Commissioner Kubesch to TABLE this Agenda Item, Acceptance of the Coronavirus State and Local Recovery Funds (American Rescue Plan) and name Authorized Official and Contact Person for submitting information; seconded by Judge Prause for reason of need to seek further information or conditions, and what we are actually agreeing to, and the constraints possibly to the County; 5 ayes 0 nays; motion carried, it was so ordered to TABLE.

(See Attachment)

MINUTES OF THE COLORADO COUNTY
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Support the Public Health Response



This funding may be used to meet and address emergent public health needs.

1 COVID-19 Mitigation & Containment

- A broad range of services and programming that are needed to contain COVID-19

2 Medical Expenses

- Provide care and services to address COVID-19 public health needs, risks presented by new variants, and long-term effects of the virus

3 Behavioral Healthcare

- New or enhanced state and local government services that may be needed to meet mental health, substance use, and other behavioral health needs

4 Public Health & Safety Staff

- Responding to the public health and negative economic impacts of the pandemic requires a substantial commitment of human resources

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Address Negative Economic Impacts

Recipients may use these funds to respond to the negative economic impacts of the COVID-19 public health emergency.



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1 Workers & Families

- Assistance to unemployed workers and job training
- Food, housing, cash, and other assistance to households
- Survivor's benefits for family members of COVID-19 victims

2 Small Businesses

- Loans and grants to mitigate financial hardship
- Loans, grants, and in-kind assistance to implement COVID-19 prevention or mitigation tactics
- Technical assistance

3 Public Sector

- Rehire staff
- Replenish state unemployment insurance funds
- Administer economic relief programs

4 Impacted Industries

- Tourism, travel, and hospitality sectors
- Other similarly affected sectors

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Provide Equity-Focused Services

Treasury will presume the following additional activities are eligible uses when provided within disproportionately impacted communities.

1 Addressing Health Disparities

- Community health workers and public benefits navigators
- Remediation of lead paint and other lead hazards
- Community violence intervention programs

2 Investing in Housing & Neighborhoods

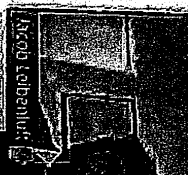
- Services to support individuals experiencing homelessness
- Affordable housing development
- Housing vouchers, residential counseling, navigation assistance

3 Addressing Educational Disparities

- New or expanded early learning services
- Expanded resources for high-poverty school districts
- Educational services like tutoring and afterschool programs, as well as supports for social, emotional, and mental health needs

4 Promoting Healthy Childhood Environments

- New or expanded high quality childcare
- Home visiting programs for families with young children
- Services for child welfare-involved families and foster youth



MINUTES OF THE COLORADO COUNTY
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Replace Public Sector Revenue Loss

Recipients may use this funding to provide government services to the extent of the reduction in revenue experienced due to the COVID-19 public health emergency.

- Provide continuity of vital government services by filling budget shortfalls
- Revenue loss is calculated relative to the expected trend, beginning with the last full fiscal year pre-pandemic and adjusted annually for growth
- Recipients may re-calculate revenue loss at multiple points during the program, supporting those entities that experience revenue loss with a lag
- Once a reduction in revenue is identified, recipients have broad latitude to use these funds to support government services (with some exceptions, described later)

The Interim Final Rule establishes a clear and consistent methodology that each recipient can use to calculate its reduction in revenue

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Premium Pay for Essential Employees

Recipients may use this funding to provide premium pay to eligible workers performing essential work, either in public sector roles or through grants to third-party employers.

Example professions eligible for premium pay:

- ✓ Staff at nursing homes, hospitals, and home-care settings
- ✓ Workers at farms, food production facilities, grocery stores, and restaurants
- ✓ Janitors and sanitation workers
- ✓ Truck drivers, transit staff, and warehouse workers
- ✓ Public health and safety staff
- ✓ Childcare workers, educators, and school staff
- ✓ Social service and human services staff

- Essential work involves regular person-to-person interactions or physical handling of items that were also handled by others
- Recipients have discretion to designate additional sectors

Premium pay should prioritize low- and moderate-income workers who face the greatest mismatch between employment-related health risks and compensation.

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Water, Sewer, and Broadband Infrastructure

Recipients may use these funds to make necessary investments in water, sewer, and broadband infrastructure.

Water and Sewer Infrastructure

✓ Includes improvements to infrastructure, such as building or upgrading facilities and transmission, distribution, and storage systems

✓ Eligible uses aligned to Environmental Protection Agency project categories across the:

- Clean Water State Revolving Fund
- Drinking Water State Revolving Fund

Broadband Infrastructure

✓ Focus on households and businesses without a wireline connection capable of reliably delivering 25 Mbps download / 3 Mbps upload

✓ Fund projects that deliver reliable service

- Minimum 100 Mbps download / 100 Mbps upload speeds unless impracticable
- ✓ Complement broadband investments made through the separate Capital Projects Fund



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Ineligible Uses

While recipients have considerable flexibility to use this funding to address the diverse needs of their communities, restrictions on use apply.

1 Net Reduction in Tax Revenue

- The American Rescue Plan may not be used to fund reductions in net tax revenue.
- If a state or territory has a reduction in net tax revenue, they must demonstrate how they paid for the tax cuts from sources other than Coronavirus State Fiscal Recovery Funds—by enacting policies to raise other sources of revenue, by cutting spending, or through higher revenue due to economic growth.

2 Deposits into Pension Funds

- This funding may not be used for deposits into pension funds.
- A "deposit" is defined as an extraordinary contribution to a pension fund for the purpose of reducing an accrued, unfunded liability.
- Recipients may use funds for routine payroll contributions to pensions of employees whose wages and salaries are an eligible use.

3 Other Restrictions on Use

- Funding debt service, legal settlements or judgments.
- Deposits to rainy day funds or financial reserves.
- Additional restrictions may apply.

**MINUTES OF THE COLORADO COUNTY
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- _13. Renew County's Health, Dental, Vision & Life Insurance Program through Texas Association of Counties Health and Employee Benefits Pool (TAC HEBP). (Kana)

Raymie Kana, County Auditor informed if we maintain the same plan, it will increase by \$100.00 per employee for the year to the budget. We have until June 30th which is the deadline to make a decision.

Motion by Commissioner Gertson to approve to renew County's Health, Dental, Vision & Life Insurance Program through Texas Association of Counties Health and Employee Benefits Pool (TAC HEBP), by continuing with our grandfather status, remaining the same; seconded by Commissioner Neuendorff; 5 ayes 0 nays; motion carried, it was so ordered.

(See Attachment)

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May 20, 2021

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

Dear Judge Prause:

The Texas Association of Counties Health and Employee Benefits Pool (TAC HEBP) is pleased to enclose Colorado County's employee benefit renewal packet for your upcoming plan anniversary date.

We recognize that 2020 was a difficult year for many people and organizations, and the Pool was no exception. For over a decade, the Pool renewal has been below the national average for health plan rate increases (trend). This year, due to a surge in high-cost claimants as well as claims related to the COVID-19 pandemic, the Pool renewal average of 7.3% is at or slightly below the projected 2021 national combined medical and Rx trend (healthcare cost inflation) of 7.3 – 8.1%.

Renewal rates are set annually using a comprehensive actuarial process that determines the amount needed by the Pool to fund claims and operating costs for the coming year. We then evaluate each individual county or district based on a combination of the group's size, claims experience, age, and geographic area (healthcare claims vary significantly by geographic region). Based on this analysis, your group's renewal rate may be above or below the Pool average. Your renewal rates for Plan Year 2022 are enclosed, along with your TAC Employee Benefits and Wellness Consultants' contact information. Your renewal information may include alternate benefit plans with pricing (if not, alternates are available upon request).

TAC HEBP understands how valuable healthcare benefits are for your employees and their families. We appreciate your partnership with the Pool, and want to continue helping Colorado County offer this important benefit. Again, we thank you for your membership in the Pool and look forward to working with you during the upcoming plan year.

Sincerely,

A handwritten signature in black ink, appearing to read "Quincy Quinlan".

Quincy Quinlan, Director
Health and Benefits Services Department
Texas Association of Counties

cc: Raymie Kana

MINUTES OF THE COLORADO COUNTY
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TEXAS ASSOCIATION of COUNTIES
HEALTH AND EMPLOYEE BENEFITS POOL

Colorado County's Renewal Rate change(s) for Plan Year 2022:

Health Plan: 4.2%

Dental Plan: 0.8%

Life Plan(s): No change to current Basic Life rates. Please see enclosed information about our new Voluntary Life option.

Vision Plan: No change to Vision Rates for PY2022

NOTE: Deadline for returning signed renewal documents to TAC HEBP: June 30, 2021

Contact your TAC Employee Benefits Consultant right away if you:

- Want to discuss alternates, and/or to learn about the impact of changes to your plan
- Want information about other TAC HEBP employee benefit plans (Dental, Life, or Vision)
- Are considering changes to your personnel policies that will affect benefits (such as adding/dropping retiree benefits, changing waiting period, etc.)

Your Employee Benefits Consultant: Orlando Espinoza (orlandoe@county.org) (800) 456-5974

- **Healthy County forms:** Your renewal packet includes Healthy County Contacts and CSI (County Specific Incentive) documents. Please review and make changes as needed to your Wellness contact information. Please complete both forms and return them with your renewal. Contact your TAC Wellness Consultant if you have any questions.
Your Wellness Consultant: Ashley Cureton (ashleyc@county.org) (800) 456-5974.
- **Employee Open Enrollment:** You have the option to allow employees to make their open enrollment changes online through the Employee Self-Service portal, <https://mybenefits.county.org>.
- **Affordable Care Act Fees:** The HEBP Board voted to pay 2021 ACA fees on behalf of Pooled groups; see attached 'Health Care Reform Updates' document for details.
- **Open Enrollment Toolkit:** This will be sent via email by July 23 and contains the forms and notices your group will need to process employee benefit renewals.
- **When It's Due for 2022:** Once your renewal benefit decision has been approved, complete Colorado County's Renewal Notice and Benefits Confirmation (RNBC), print and initial/sign where indicated, and return to TAC HEBP via email, or fax to (512) 481-8481 on or before the date shown below.

ACTION REQUIRED: Please present the renewal, with Alternates if desired, to the Commissioners Court for a decision. Once the renewal plan has been selected, complete the RNBC form online, and return the initialed and signed RNBC to TAC no later than June 30, 2021.

NOTE: Submitting your RNBC after the due date will result in a delay in implementing your benefit plan renewal, including employee enrollment changes.

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Renewal Attachments:

Renewal Letter

Renewal Documents

- Renewal Notice and Benefit Confirmation (RNBC)
- Alternate Health Plan Proposal (available by request for HRA or HSA plans)
- 12-month Claims Report
- High-Cost Claimant (HCC) Report
- Healthy County Wellness Contacts designation form
- Healthy County County-Specific Incentive (CSI) election form

Renewal Packet

Renewal Packet contents:

Renewal Checklist

Renewal Calendar

TAC HEBP Territory Map and Contacts

New Voluntary Life Option

Grandfathered Plan FAQ

Health Care Reform update memo for 2021-22

Employee Self-Service for Open Enrollment instructions

Alternate Plan Selection and Online RNBC completion instructions

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TEXAS ASSOCIATION of COUNTIES
HEALTH AND EMPLOYEE BENEFITS POOL

2021 - 2022 Renewal Notice and Benefit Confirmation

Group: 48326 - Colorado County

Anniversary Date: 10/01/2021

Return to TAC by: 06/30/2021

Please initial and complete each section confirming your group's benefits and fill out the contribution schedule according to your group's funding levels. Fax to 1-512-481-8481 or email to haileyg@county.org.

For any plan or funding changes other than those listed below, please contact Hailey Gajewski at 1-800-456-5974.

MEDICAL

Medical: Plan 300-G \$25 Copay, \$300 Ded, 90%, \$1800 OOP Max

RX Plan: Option 2A-G \$10/25/40, \$0 Ded

Your % rate increase is: 4.20%

Your payroll deductions for medical benefits are:

Pre Tax

Tier	Current Rates	New Rates Effective 10/1/2021	New Amount Employer Pays	New Amount Employee Pays	New Amount Retiree Pays (if applicable)
Employee Only	\$794.68	\$828.06	\$ 828.06	\$ 0.00	\$ 828.06
Employee + Child	\$1,027.42	\$1,070.56	\$ 828.06	\$ 242.50	\$1,070.56
Employee + Child(ren)	\$1,275.38	\$1,328.94	\$ 828.06	\$ 500.88	\$1,328.94
Employee + Spouse	\$1,569.00	\$1,634.90	\$ 828.06	\$ 806.84	\$1,634.90
Employee + Family	\$1,995.78	\$2,079.60	\$ 828.06	\$ 1,251.54	\$2,079.60

TP Initial to accept Medical Plan and New Rates.

DENTAL

Dental: Plan II w/Ortho - 100% Prevent., \$50 Ded, 80% Basic, 50% Major

Your % rate increase is: 0.80%

Your payroll deductions for dental benefits are: Pre Tax

Tier	Current Rates	New Rates Effective 10/1/2021	New Amount Employer Pays	New Amount Employee Pays	New Amount Retiree Pays (if applicable)
Employee Only	\$25.72	\$25.92	\$ 25.92	\$ 0.00	\$ 25.92
Employee + Family	\$74.32	\$74.90	\$ 25.92	\$ 48.98	\$ 74.90

TP Initial to accept Dental Plan and New Rates.

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VISION

Vision: Plan I

Your % rate increase is: 0.00%

Your payroll deductions for vision benefits are: Pre Tax

Tier	Current Rates	New Rates Effective 10/1/2021	New Amount Employer Pays	New Amount Employee Pays	New Amount Retiree Pays (if applicable)
Employee Only	\$6.20	\$6.20	\$ 0.00	\$ 6.20	\$ 6.20
Employee + Child(ren)	\$12.44	\$12.44	\$ 0.00	\$ 12.44	\$ 12.44
Employee + Spouse	\$11.80	\$11.80	\$ 0.00	\$ 11.80	\$ 11.80
Employee + Family	\$18.28	\$18.28	\$ 0.00	\$ 18.28	\$ 18.28

TP Initial to accept Vision Plan and New Rates.

**MINUTES OF THE COLORADO COUNTY
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LIFE - BASIC

Basic Life Products: Coverage Volume per Employee: 1 x Ann Salary
(Rates are per thousand)

	Current Rates	New Rates Effective 10/1/2021	Amount Employer Pays	Amount Employee/ Retiree Pays (if applicable)
Basic Term Life	\$0.233	\$0.233	100%	0%
Basic AD&D	\$0.030	\$0.030	100%	0%

TP Initial to accept New Basic Life Rates.

LIFE - VOLUNTARY

Voluntary Life Products: Coverage Volume per Retiree: \$10,000
(Rates are per thousand)

	Current Rates	New Rates Effective 10/1/2021	Amount Employer Pays	Amount Employee/ Retiree Pays (if applicable)
Voluntary Retiree Life	\$0.216	\$0.216	0%	100%

* Please see attachment for detail listing of Voluntary Life product rates.

TP Initial to accept New Voluntary Life Rates.

RETIREE

Please circle one for each benefit that applies.

Your group allows retiree coverage for:

- | | | |
|------------------------|--|---|
| Medical | <input checked="" type="checkbox"/> Pre 65 | <input type="checkbox"/> Post 65 |
| Dental | <input checked="" type="checkbox"/> Pre 65 | <input checked="" type="checkbox"/> Post 65 |
| Voluntary Retiree Life | <input checked="" type="checkbox"/> Pre 65 | <input checked="" type="checkbox"/> Post 65 |

TP Initial to confirm.

WAITING PERIOD

Waiting period applies to all benefits.

Employees

Elected Officials

90 days - Day following waiting period

90 days - Day following waiting period

TP Initial to confirm.

MINUTES OF THE COLORADO COUNTY
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COBRA ADMINISTRATION

Please indicate how your group manages COBRA administration:

County/Group processes COBRA on OASYS
**County/Group is responsible for fulfilling COBRA notification process and requirements.*

BCBS COBRA Department processes COBRA
**BCBS COBRA Department administers via COBRA contract with the County/Group*

TP Initial to confirm COBRA Administration.

PLAN INFORMATION

Broker or Consultant Information

Please confirm your broker or consultant's name, if applicable:

Agency Name _____
Agency Address _____
Number and Street _____
City _____
State _____
Zip _____
Broker
Representative or
Consultant's Name _____
Contact Phone
Number _____
Contact Email
Address _____

TP Initial to confirm Broker or Consultant information

- Please update broker or consultant's information.
- If applicable, broker commissions are included in rates listed on page 1.
- Retirees pay the same premium as active employees regardless of age for medical and dental.
- Rates based upon current benefits and enrollment. A substantial change in enrollment (10% over 30 days or 30% over 90 days) may result in a change in rates.
- Form must be received by 06/30/2021 in order to avoid additional administrative fees.
- Signature on the following page is required to confirm and accept your group's renewal.

MINUTES OF THE COLORADO COUNTY
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TAC HEBP Member Contact Designation
Colorado County

CONTRACTING AUTHORITY

As specified in the Interlocal Participation Agreement, each Member Group hereby designates and appoints, as indicated in the space provided below, a Contracting Authority of department head rank or above and agrees that TAC HEBP shall NOT be required to contact or provide notices to ANY OTHER person. Further, any notice to, or agreement by, a Member Group's Contracting Authority, with respect to service or claims hereunder, shall be binding on the Member. Each Member Group reserves the right to change its Contracting Authority from time to time by giving written notice to TAC HEBP.

Please list changes and/or corrections below.

Name/Title Ms. Raymie Kana/Auditor

Address 318 Spring Street, Suite 104
Columbus, 78934-2460

Phone 979-732-2791

Fax 979-732-2924

Email raymie.kana@co.colorado.tx.us

BILLING CONTACT

Responsible for receiving all invoices relating to HEBP products and services.

Please list changes and/or corrections below.

Name/Title Ms. Raymie Kana/Auditor

Address 318 Spring Street, Suite 104
Columbus, TX 78934

Phone 979-732-2791

Fax 979-732-2924

Email raymie.kana@co.colorado.tx.us

HIPAA Secured Fax

COUNTY REPRESENTATIVE

HEBP's main contact for daily matters pertaining to the health benefits.

Please list changes and/or corrections below.

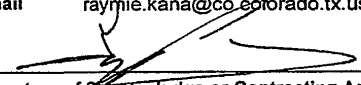
Name/Title Ms. Raymie Kana/Auditor

Address 318 Spring Street, Suite 104
Columbus, TX 78934

Phone 979-732-2791

Fax 979-732-2924

Email raymie.kana@co.colorado.tx.us


Signature of County Judge or Contracting Authority

Date: 5/24/2021

Ty Prause, County Judge

Please PRINT Name and Title

The Texas Association of Counties would like to thank you for your membership in the only all county-owned and county directed Health and Employee Benefits Pool in Texas.

**MINUTES OF THE COLORADO COUNTY
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TEXAS ASSOCIATION of COUNTIES
HEALTH AND EMPLOYEE BENEFITS POOL

2021 - 2022 Alternate Plan Proposal

Group: 48326 - Colorado County

Effective Date: 10/01/2021

	Current Plan Year	Renewal Rates	Option 1	Option 2
Plan:	300-G	300-G	300-G2	800-NG
Option:	RX-2A-G	RX-2A-G	RX-2A-G2	RX-2A-NG
Rates				
Employee Only	\$794.68	\$828.06	\$822.14	\$793.34
Employee + Child	\$1,027.42	\$1,070.56	\$1,062.88	\$1,025.56
Employee + Child(ren)	\$1,275.38	\$1,328.94	\$1,319.40	\$1,272.96
Employee + Spouse	\$1,569.00	\$1,634.90	\$1,623.14	\$1,565.94
Employee + Family	\$1,995.78	\$2,079.60	\$2,064.62	\$1,991.74
Medical Plan				
Deductible In/Out Network	\$300/600	\$300/600	\$340/680	\$500/750
Co-Insurance % In/Out	90/70	90/70	90/70	80/60
Co-Insurance Maximum	\$1800/4200	\$1800/4200	\$2050/4800	\$2500/5000
Office Visit	\$25	\$25	\$25	\$25
Specialist Visit				
Emergency Room Hospital	\$90	\$90	\$100	\$100
Prescription Plan				
Prescription Card Co-Pay	10/25/40	10/25/40	10/25/45	5/20/35
Deductible	\$0	\$0	\$0	\$0

Proposal rates are based on the following information:

- Rates based upon current benefits and enrollment. A substantial change in enrollment (10% over 30 days or 30% over 90 days) may result in a change in rates.
- Rates are based on a minimum employer contribution of 100% of the employee only rate or current funding level.
- Retirees pay the same premium as active employees regardless of age for medical and dental.
- Form must be received by 06/30/2021 in order to avoid a delay in implementation of benefits and/or late processing fees.

Please indicate the selected plan here 300-G, RX-2A-G
Fax the signed document to 1-512-481-8481.

Signature [Signature] Date 5/24/2021

48326 - Colorado County, 2022, Alternate Plan Proposal



TEXAS ASSOCIATION OF COUNTIES
HEALTH AND EMPLOYEE BENEFITS POOL

12 Month Medical Report

Post Date : Mar 2021

Metrics : (Average Members, Average Subscribers, Total Contribution, Medical Paid, Pharmacy Paid, Pharmacy Paid, Paid)

Rows : (Paid Date)

Columns : (Metrics)

Paid Date : Last 12 Months

Coverage Type : (Medical)

Group : (048326 - COLORADO COUNTY/TAC)

Paid Date	Average Subscribers	Average Members	Total Contribution	Medical Paid	Pharmacy Paid	Paid
Apr 2020	167	246	\$157,779.50	\$30,491.06	\$21,931.34	\$52,422.40
May 2020	170	249	\$159,418.02	\$43,154.05	\$23,218.16	\$66,372.21
Jun 2020	172	250	\$161,635.86	\$89,207.27	\$19,589.23	\$108,796.50
Jul 2020	174	255	\$163,769.96	\$111,045.52	\$20,165.59	\$131,211.11
Aug 2020	174	255	\$164,349.28	\$137,043.58	\$27,333.38	\$164,376.96
Sep 2020	171	252	\$162,689.78	\$99,930.48	\$21,589.05	\$121,529.53
Oct 2020	170	251	\$154,396.90	\$187,528.20	\$23,677.71	\$211,205.91
Nov 2020	170	246	\$155,505.56	\$66,762.72	\$25,146.90	\$91,909.62
Dec 2020	170	247	\$155,505.56	\$110,542.16	\$24,468.24	\$135,010.40
Jan 2021	168	246	\$155,191.58	\$344,377.06	\$22,091.55	\$366,468.61
Feb 2021	167	248	\$154,823.68	\$120,684.22	\$22,882.71	\$143,566.93
Mar 2021	164	247	\$152,672.38	\$79,543.38	\$27,407.10	\$106,950.48
Total: Selected Filter(s)	170	249	\$1,897,738.06	\$1,420,309.70	\$279,510.96	\$1,699,820.66

Service Category : Total (Inpatient Facility, Outpatient Facility, Pharmacy, Professional)

Metrics : (Paid)

Claim Type : (MEDICAL, PHARMACY)

Coverage Type : (Medical)

Group : (048326 - COLORADO COUNTY/TAC)

Paid Month : Last 12 Months

Paid greater or equal 10000.00

Paid : descending

Encrypted Member ID	Member Status	Medical Paid	Pharmacy Paid	Paid
19720302488	Active	\$185,541.66	\$0.00	\$185,541.66
19720254627	Active	\$152,845.44	\$0.00	\$152,845.44
15950073123	Active	\$98,566.97	\$150.60	\$98,717.57
3046910150	Active	\$2,866.13	\$1,515.17	\$94,381.30
3040627109	Active	\$62,897.67	\$20,788.54	\$83,686.21
3040627081	Active	\$48,731.58	\$16,218.43	\$64,950.01
19490269288	Active	\$63,011.21	\$669.02	\$63,680.23
3040627126	Active	\$40,949.27	\$7,173.41	\$48,122.68
18100154959	Active	\$40,661.56	\$57.03	\$40,718.59
3040627102	Active	\$31,978.45	\$0.00	\$31,978.45
17080240722	Active	\$11,455.11	\$20,351.64	\$31,806.75
3040627086	Active	\$1,783.45	\$27,583.04	\$29,366.49
3040627072	Active	\$22,303.64	\$0.00	\$22,303.64
13270528006	Active	\$21,489.62	\$504.42	\$21,994.04
3040627107	Active	\$2,120.62	\$19,810.07	\$21,930.69
3065592108	Active	\$21,631.61	\$139.81	\$21,771.42
14390163302	Active	\$8,665.24	\$12,462.94	\$21,128.18
16030424851	Active	\$20,801.45	\$77.12	\$20,878.57
3080274072	Active	\$20,098.09	\$76.46	\$20,174.55
6600184428	Active	\$14,568.82	\$5,046.63	\$19,615.45
18960323514	Active	\$18,407.51	\$354.52	\$18,762.03
3052117822	Active	\$3,047.53	\$14,013.65	\$17,061.18
16030177448	Active	\$15,974.14	\$1,036.77	\$17,010.91



TEXAS ASSOCIATION OF COUNTIES
HEALTH AND EMPLOYEE BENEFITS POOL

HCC - No PHI

MINUTES OF THE COLORADO COUNTY
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3071194937	Active	\$13,872.73	\$1,641.55	\$15,514.28
15770001524	Active	\$14,240.78	\$412.01	\$14,652.79
18670024516	Active	\$13,939.53	\$142.55	\$14,082.08
19720400221	Active	\$12,545.16	\$474.12	\$13,019.28
18450509501	Active	\$11,596.13	\$1,408.96	\$13,005.09
19020418504	Active	\$6,276.36	\$6,517.38	\$12,793.74
17960074486	Active	\$3,216.85	\$9,494.89	\$12,711.74
11220003670	Active	\$4,839.65	\$7,623.14	\$12,462.79
17560128550	Active	\$6,987.98	\$4,363.00	\$11,350.98
3040627168	Active	\$9,994.25	\$446.45	\$10,440.70
3090166939	Active	\$2,548.97	\$7,762.89	\$10,331.86
Query Total	34	\$1,100,455.16	\$188,336.21	\$1,288,791.37

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Post Date: Mar 2021
Created On: 04/23/2021
Created By: Adrienne Bethke

Proprietary and Confidential
Page 2



TEXAS ASSOCIATION OF COUNTIES
HEALTH AND EMPLOYEE BENEFITS POOL

12 Month Dental Report

Post Date : Mar 2021

Metrics : (Average Subscribers, Average Members, Total Contribution, Dental Paid)

Rows : (Paid Date)

Columns : (Metrics)

Paid Date : Last 12 Months

Coverage Type : (Dental)

Group : (048326 - COLORADO COUNTY(ITAC))

Paid Date	Average Subscribers	Average Members	Total Contribution	Dental Paid
Apr 2020	174	280	\$6,881.58	\$511.10
May 2020	177	285	\$6,884.34	\$4,146.60
Jun 2020	179	286	\$7,006.68	\$4,704.19
Jul 2020	181	293	\$7,104.00	\$4,701.30
Aug 2020	181	296	\$7,223.58	\$6,700.50
Sep 2020	178	293	\$7,148.52	\$5,932.10
Oct 2020	177	295	\$7,196.88	\$2,581.20
Nov 2020	177	291	\$7,248.32	\$4,639.10
Dec 2020	177	291	\$7,248.32	\$7,398.76
Jan 2021	176	287	\$7,199.72	\$5,066.43
Feb 2021	175	289	\$7,174.00	\$5,050.92
Mar 2021	172	288	\$7,096.84	\$8,970.95
Total: Selected Filter(s)	177	290	\$85,412.78	\$61,403.15

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TEXAS ASSOCIATION OF COUNTIES
HEALTH AND EMPLOYEE BENEFITS POOL

HEALTHY COUNTY WELLNESS CONTACT DESIGNATION
Colorado County

WELLNESS COORDINATOR

The Wellness Coordinator is the primary contact regarding the Healthy County wellness program. The wellness coordinator is responsible for administrating Healthy County components and informing employees of all wellness resources available.

Current Wellness Coordinator
Name: Ms. Raymie Kana

Title: Auditor

Address: 318 Spring St Ste 104
Columbus, TX 78934-2465

Email: raymie.kana@co.colorado.tx.us

Phone Number: (979) 732-2791

Fax Number:

Please list changes and/or corrections:

WELLNESS SPONSOR

The Wellness Sponsor is responsible for supporting the coordinator in administrating Healthy County components and encouraging county employees to access all Healthy County wellness resources available. An elected official in this role is preferred to illustrate management support for wellness.

Current Wellness Sponsor
Name: Hon. Darrell Gertson

Title: Commissioner

Address: 310 S McCarty Ave
Eagle Lake, TX 77434-3108

Email:

Phone Number: (979) 234-2633

Fax Number:

Please list changes and/or corrections:

Contracting Authority Signature:

Date: 5/24/2021

A handwritten signature in black ink, appearing to be "Darrell Gertson", is written over a horizontal line. The signature is stylized and somewhat cursive.

MINUTES OF THE COLORADO COUNTY
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HEALTHY COUNTY: COUNTY SPECIFIC INCENTIVE PROGRAM

A County Specific Incentive (CSI) is a wellness program that rewards employees and/or spouses for healthy behaviors such as completing an annual exam, tobacco affidavit, or participating in a physical activity program in exchange for avoiding a premium contribution, a lower monthly premium, earn additional days of PTO, or other rewards decided on by the County or District. Penalties and Rewards are administered at the county or district level.

Healthy County is available to assist in the process of designing, communicating, and tracking a CSI. Employees will be able to view their progress and completion of the incentive on the Healthy County energized by Sonic Boom portal.

Colorado County Current CSI

Our records indicate that Colorado County currently has a County Specific Incentive program in place. Please make a selection below to let us know if you would like to keep your current design in place for the 2021-2022 plan year, or if you would like to make modifications to your current design. If you select "Yes," your county or district's Wellness Consultant will reach out to you to confirm reward and penalty options for the upcoming plan year. Please also feel free to contact your consultant at any time to begin this process. If you decide to make changes to your CSI, there is a six week waiting period before employees can view the program online.

- Yes, we would like to continue with the same CSI program for the 2020-2021 plan year.
Current CSI: Annual Physical: 1 PTO Day
- We are interested in making changes to our CSI program.

County or District Name: COLORADO COUNTY

Printed Name and Title: Ty Prause, County Judge

Contracting Authority Signature: 

Date: 5/24/2021

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TEXAS ASSOCIATION *of* COUNTIES
HEALTH AND EMPLOYEE BENEFITS POOL

Plan Year 2022 Renewal Checklist

To renew your TAC HEBP medical and prescription drug, dental, life, and/or vision benefits, please refer to the enclosed calendar and the procedures listed below:

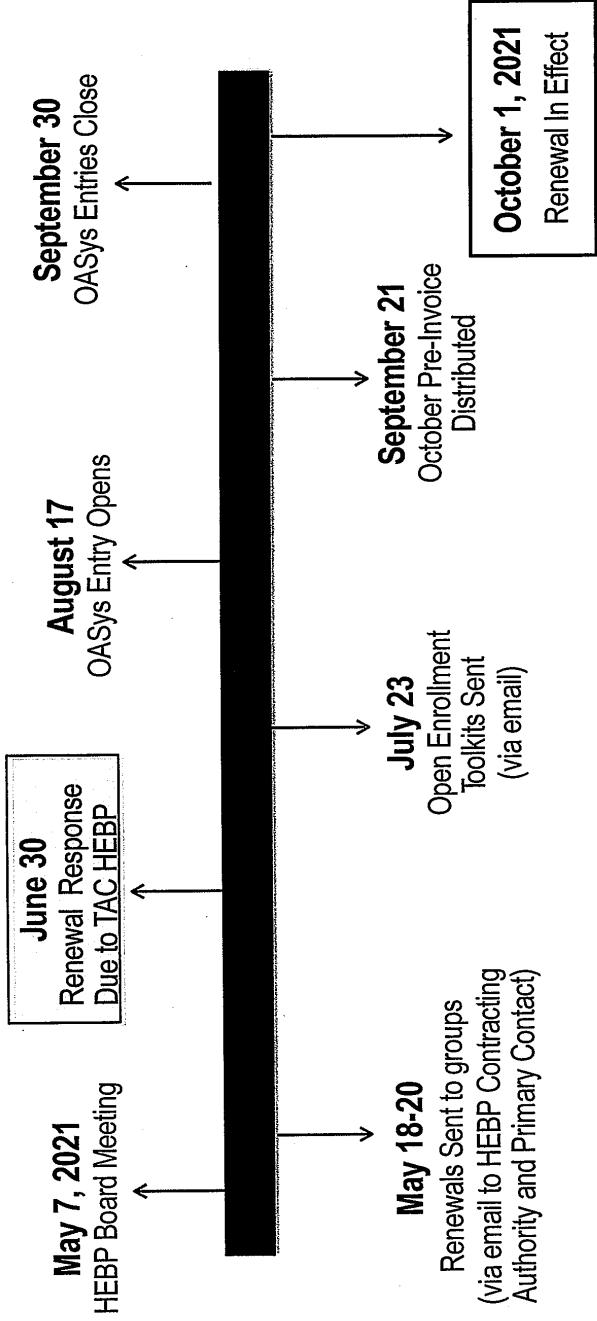
- 1.) **Print the Renewal Notice and Benefit Confirmation (RNBC) form with alternate plan options if applicable**, and other relevant documents from this Renewal Packet that your commissioners court or governing board may wish to review.
- 2.) **Have your commissioners court or governing board approve the renewal plan and rates.** If you are interested in an alternate plan, or making changes to your current benefits, please call your Employee Benefits Consultant at (800) 456-5974.
- 3.) **In OASys, complete the RNBC form, including alternate option selection if applicable.** Instructions are included in this Renewal Packet. Be sure to review all pages, and fill in the contribution amounts for all of your health and dental plans.
- 4.) **Print the completed RNBC form** and have your county judge or contracting authority initial and sign in the indicated spaces.
- 5.) **Return the signed Renewal Notice & Benefit Confirmation.** Please email or fax the signed form to your Employee Benefits Specialist at (512) 481-8481, no later than **June 30, 2021**.

NOTE: Returning your RNBC past the due date will result in a delay in implementing your Plan Year 2022 renewal, including employee open enrollment changes.

Please make copies of all documents for your records.

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**Plan Year 2022 Key Renewal Dates:
 October 1 Anniversary Date**



Look at Commissioners Court /Board meeting dates now and plan to place renewal discussion on agenda(s) or schedule workshops



**MINUTES OF THE COLORADO COUNTY
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**TEXAS ASSOCIATION of COUNTIES
HEBP Territory Map
Employee Benefits and Wellness Consultants**

NORTHWEST
EMPLOYEE BENEFITS CONSULTANT
Kathy Davenport
WELLNESS CONSULTANT
Stacey Bruington
EMPLOYEE BENEFITS SPECIALIST
Melissa Lopez

NORTHEAST
EMPLOYEE BENEFITS CONSULTANT
Santos Trejo
WELLNESS CONSULTANT
Shameria Davis
EMPLOYEE BENEFITS SPECIALIST
Karen Bowers

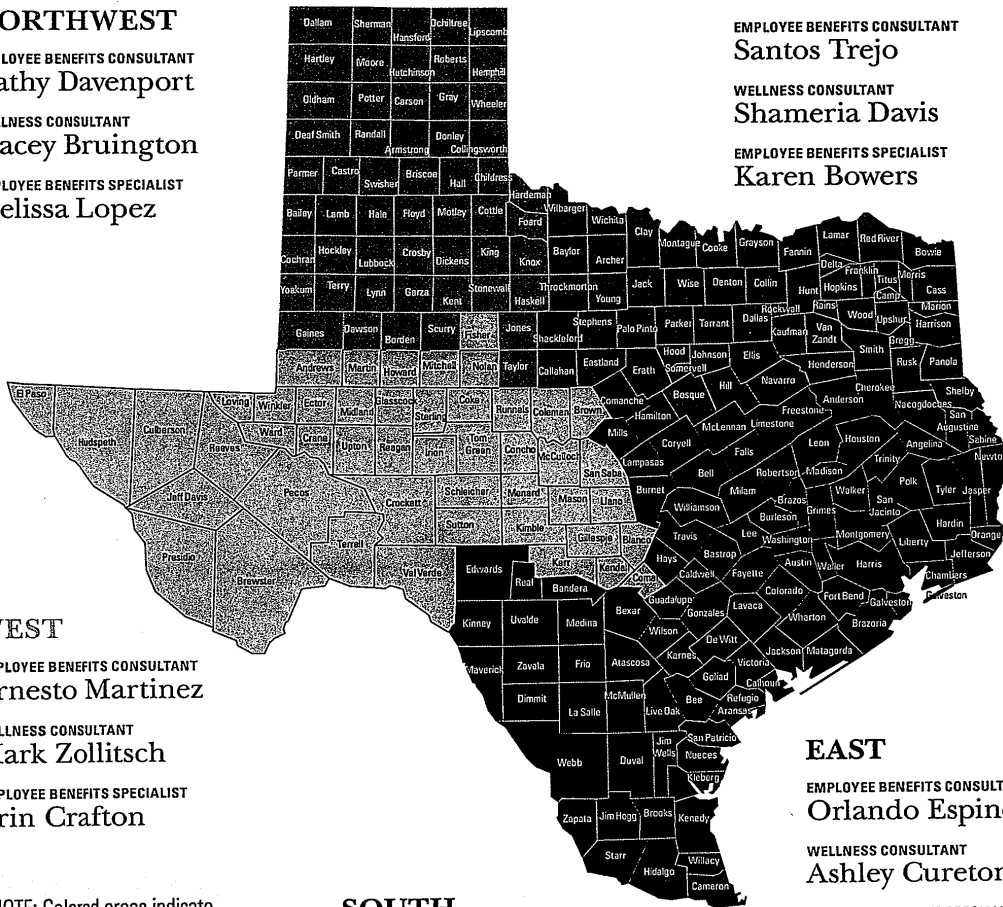
WEST
EMPLOYEE BENEFITS CONSULTANT
Ernesto Martinez
WELLNESS CONSULTANT
Mark Zollitsch
EMPLOYEE BENEFITS SPECIALIST
Erin Crafton

EAST
EMPLOYEE BENEFITS CONSULTANT
Orlando Espinoza
WELLNESS CONSULTANT
Ashley Cureton
EMPLOYEE BENEFITS SPECIALIST
Hailey Gajewski

SOUTH
EMPLOYEE BENEFITS CONSULTANT
Clarissa Martinez
WELLNESS CONSULTANT
Biral Patel
EMPLOYEE BENEFITS SPECIALIST
Heather Hanson

NOTE: Colored areas indicate the five EBC/WC/EBS regions.

- East ■ Northeast
- Northwest ■ West
- South



(800) 456-5974
county.org



**MINUTES OF THE COLORADO COUNTY
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Texas Association of Counties - Basic Voluntary Life Coverage

SUPPLEMENTAL LIFE & AD&D (\$10K Increment Based Plan)

Supplemental Life & AD&D Benefits	Guidelines	
Eligibility	All Full-time employees working at least 20 hrs/wk	
Employee Benefit		
Minimum	\$20,000	
Maximum	Lesser of 5 x Basic Annual Earnings or \$500,000	
Increments of	\$10,000	
Guaranteed Issue Amount*	\$150,000	
Spouse Benefit		
Minimum	\$10,000	
Maximum	\$250,000	
Increments of	\$5,000	
Guaranteed Issue Amount	\$30,000	
Dependent Child(ren) Benefit	Choice of: \$2,500, \$5,000, \$7,500 or \$10,000	
Guaranteed Issue Amount	All Amounts	
Benefit Reduction	Age	% of Original Benefit
	65	65%
	70	40%
	75	25%
Waiver of Premium	Included	
Portability	Included	
Rates per \$1,000	Employee Rate	Spouse Rate
Under age 25	\$0.070	\$0.070
Age 25-29	\$0.080	\$0.080
Age 30-34	\$0.100	\$0.100
Age 35-39	\$0.110	\$0.110
Age 40-44	\$0.150	\$0.150
Age 45-49	\$0.260	\$0.260
Age 50-54	\$0.460	\$0.460
Age 55-59	\$0.660	\$0.660
Age 60-64	\$0.950	\$0.950
Age 65-69	\$1.660	\$1.660
Age 70 and over	\$2.650	\$2.650
Dependent Child Rate (per \$1,000)	\$0.200	
PAI Rate (per \$1,000)	Employee \$0.05 Spouse \$.057 Child \$.066	

* In order for coverage to be offered on a guaranteed issue basis employee participation in the plan must be 20% or greater. No broker commission is included in rates; may be added at request of employer.

Note: This summary is for informational purpose only. It does not amend, extend, or alter the current policy in any way. In the event information in this summary differs from the Plan Document, the Plan Document will prevail.



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

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Texas Association of Counties - Basic Voluntary Life Coverage

SUPPLEMENTAL LIFE & AD&D (Salary Based Plan)

Supplemental Life & AD&D Benefits	Guidelines	
Eligibility	All Full-time employees working at least 20 hrs/wk	
Employee Benefit		
Minimum	\$20,000	
Maximum	Lesser of 5 x Basic Annual Earnings or \$500,000	
Increments of	1 times Base Annual Earning	
Guaranteed Issue Amount*	\$150,000	
Spouse Benefit		
Minimum	\$10,000	
Maximum	\$250,000	
Increments of	\$5,000	
Guaranteed Issue Amount	\$30,000	
Dependent Child(ren) Benefit	Choice of: \$2,500, \$5,000, \$7,500 or \$10,000	
Guaranteed Issue Amount	All Amounts	
Benefit Reduction	Age	% of Original Benefit
	65	65%
	70	40%
	75	25%
Waiver of Premium	Included	
Portability	Included	
Rates per \$1,000	Employee Rate	Spouse Rate
Under age 25	\$0.070	\$0.070
Age 25-29	\$0.080	\$0.080
Age 30-34	\$0.100	\$0.100
Age 35-39	\$0.110	\$0.110
Age 40-44	\$0.150	\$0.150
Age 45-49	\$0.260	\$0.260
Age 50-54	\$0.460	\$0.460
Age 55-59	\$0.660	\$0.660
Age 60-64	\$0.950	\$0.950
Age 65-69	\$1.660	\$1.660
Age 70 and over	\$2.650	\$2.650
Dependent Child Rate (per \$1,000)	\$0.200	
PAI Rate (per \$1,000)	Employee \$0.05 Spouse \$.057 Child \$.066	

* In order for coverage to be offered on a guaranteed issue basis employee participation in the plan must be 20% or greater. No broker commission is included in rates; may be added at request of employer.

Note: This summary is for informational purpose only. It does not amend, extend, or alter the current policy in any way. In the event information in this summary differs from the Plan Document, the Plan Document will prevail.



**MINUTES OF THE COLORADO COUNTY
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Basic Voluntary Life Insurance – Definitions

Basic Voluntary Life coverage is issued with no underwriting, so all plan elements are fixed (i.e. benefit amounts and provisions cannot be customized).

- **Accidental Death and Dismemberment (AD&D) Insurance:** Pays a benefit to you or your beneficiary, separate from the life insurance benefit, if you are severely injured or die as the result of a covered accident. The proceeds can be used however you or your beneficiary would like.
- **Benefit Reduction:** Benefit amount reduces to 65% of original coverage at age 75.
- **Guaranteed Issue:** This amount of coverage is available with no health questions.
- **Portability:** If you leave your job or your hours are reduced, you may lose your eligibility for Group Term Life Insurance coverage through your employer. Portability allows you to continue your coverage under the same group policy by paying your premiums directly to the insurance company (age limitations may apply).
- **Waiver of Premium:** If you become unable to work due to total disability, your Basic and Supplemental Life Insurance can be continued without premium payment.

MINUTES OF THE COLORADO COUNTY
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TEXAS ASSOCIATION *of* COUNTIES
HEALTH AND EMPLOYEE BENEFITS POOL

Frequently Asked Questions about Grandfathered Health Benefit Plans

1) What is a "grandfathered plan"?

Grandfathered health plans under the Patient Protection and Affordable Care Act (ACA) are those existing without major changes to their provisions since March 23, 2010, the date of the ACA's enactment.

2) What makes a non-grandfathered plan different?

Grandfathered plans do not have to comply with several ACA requirements, including those listed below, which Non-grandfathered plans must comply with:

- Provide coverage for preventive care without member cost-sharing (no co-pays, deductibles, or coinsurance) when using an in-network provider. There are over 60 services included in this requirement, including annual wellness visits for all ages, age and gender appropriate immunizations and screenings, and contraceptive services for women. A full listing can be found at <http://www.healthcare.gov/what-are-my-preventive-care-benefits>
- Limitations on out-of-pocket maximum amounts
- External review of appeals: a member who contests the denial of a service recommended by his/her medical provider can request an appeal by a federally appointed external review board; the cost of this appeal is charged to the plan
- Coverage for out-of-network emergency services at no additional cost over in-network cost
- Coverage of routine costs associated with clinical trials

3) What causes a plan to lose grandfathered status?

Changing the balance of employer and employee share of costs as follows:

- Increase co-pays by more than \$5 or a percentage equal to medical inflation plus 15%, whichever is greater.
Example: if the plan had a \$20 office visit co-pay in March of 2010, it could be increased to \$25 without losing grandfathered status
- Increase deductible or maximum out-of-pocket amount by more than a percentage equal to medical inflation plus 15%, whichever is greater.
Example: if the plan had a \$500 deductible and a \$2500 out-of-pocket maximum in March of 2010, it could increase the deductible to \$600 and the out-of-pocket maximum to \$3100 without losing grandfathered status (note that these are non-standard amounts for TAC HEBP plans)

**MINUTES OF THE COLORADO COUNTY
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- Decrease percentage of plan coinsurance rate by any amount.
Example: if the plan had a 90% coinsurance rate in March of 2010, it could not decrease the rate to 80% without losing grandfathered status
- Lower the employer contribution rate by more than 5% for any group of covered persons, or increase employee contribution rate from \$0 to any amount.
Example: if the employer paid \$1000 per month toward the cost of employee and spouse coverage in March of 2010, it could not decrease the contribution below \$950 without losing grandfathered status
- Add or reduce an annual dollar limit (overall or for a specific service).
Example: if the plan had no limit on charges for physical therapy services in March of 2010, it could not impose a \$5000 per year maximum on them without losing grandfathered status
- Eliminate or substantially reduce benefits for a particular condition.
Example: if the plan covered counseling and prescription drugs to treat certain mental disorders in March of 2010, it could not eliminate coverage for counseling without losing grandfathered status

4) What plan changes can be made which will not cause the plan to lose grandfathered status?

- Changing insurer or third-party administrator, as long as benefits don't change
- Changing from self-insured to fully-insured, as long as benefits don't change
- Increasing benefits, including adding a wellness program
- Passing along premium increases, as long as cost-sharing percentages or flat dollar amounts increase by <5% (exception: if employee contribution is \$0, no increase is allowed).
- Adding a coverage tier (such as employee + 1 child), as long as cost-sharing percentages are consistent with other tiers and stay within the 5% guidelines
- Moving drugs to a different copay tier because the drugs have become available as generic
- Changing provider networks, as long as benefits don't change
- Changes required by law

ADDITIONAL NOTES:

- Because of the additional coverage requirements and reduction of employee cost share required by the ACA, changing from grandfathered to non-grandfathered status may result in a small rate increase. For TAC HEBP groups, this increase is estimated at less than 1%.
- Under the current regulations, there is no specific end date for grandfathered status.
- Plan changes are measured cumulatively since March 2010.
- Plans must include a notice about grandfathered status in significant participant communications, such as enrollment materials and summary plan descriptions.
- All plans in the TAC HEBP Private Exchange are non-grandfathered.

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**TEXAS ASSOCIATION *of* COUNTIES
HEALTH AND EMPLOYEE BENEFITS POOL**

Affordable Care Act (ACA) Update for 2021 – 22 Plan Year

ACA Related Legislation

As of the date of this printing, ACA regulations and requirements are still in effect. TAC HEBP continues to monitor legislative efforts to modify the ACA, and will provide education and guidance to our Pool members if and when changes affecting your plans and/or reporting requirements are forthcoming. We utilize outside sources as well as TAC staff to monitor and analyze this issue. The guidance in this document is based on the law as it currently exists. However, the update should not be regarded as legal advice. We encourage you to check with your county attorney for a thorough discussion of statutory interpretation issues.

Large Employer Coverage Mandates

Effective for plan years beginning on or after Jan. 1, 2016, employers with 50 or more full time equivalent employees must offer health coverage to at least 95% of employees who work an average of 30 hours per week or more. The coverage must meet minimum value (pay at least 60 percent of covered costs; all TAC plans comply with this requirement) and be considered affordable (employer cannot collect more than 9.83% of employee's W-2 Box 1 income for self-only coverage).

Measurement Periods

Employers should have defined a standard measurement period of between 3 and 12 months for tracking the hours of part-time and variable-hour employees. For plan years beginning on or after January 1, 2015, employees who work on average 30 hours per week or more during the preceding measurement period must be offered health coverage. The employee must be offered coverage for a period of time equal to or greater than the length of the measurement period but not less than 6 months. Coverage will start after a standard administrative period of not more than 90 days.

ACA Fees

ACA fees for this plan year are as follows: The Patient-Centered Outcomes Research Institute (PCORI) fee is to help fund research relating to patient-centered outcomes and evaluating risks and benefits of medical treatments, services, etc. This fee was originally set to end after 2019, but has been reinstated. For 2020, the fee was \$2.66 per member per year, payable in July, 2021.

For the 2021-22 plan year, the HEBP Board of Directors has elected to pay these fees on behalf of all Pool members.

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ACA Reporting

2021 is the seventh year of reporting requirements under the ACA. In January 2022*, all employers with 50 or more full time equivalent employees must provide a form 1095C to every employee or former employee who worked full time for any month during calendar year 2020. (Full time for ACA purposes is 30 hours per week on average over the course of the employer's measurement period.)

** Historically, each year the IRS has extended this deadline to the end of March.*

A copy of these forms must be provided to the IRS along with an informational transmittal form (1094C). The purpose of this reporting is to allow the IRS to determine whether the employer has satisfied the ACA Employer Mandate, and to determine whether employees and their dependents were eligible for subsidies when purchasing coverage through the Federal Exchange.

TAC HEBP will continue offering ARTS (Affordable Care Act Reporting and Tracking Service) to counties and districts who utilize our health plans at no charge, which will enable them to produce the necessary forms. In addition to producing the required forms, ARTS will also track lookback measurement periods and perform affordability testing when applicable.

Your employees and any covered retiree or COBRA participant may also be issued a form 1095B from TAC HEBP. The 1095B provides proof of individual coverage for employees and their enrolled dependents. Although penalties were eliminated for the ACA Individual Mandate as of 1/1/2019, the IRS has not eliminated the requirement for producing and filing these forms. **For 2021, TAC HEBP will provide 1095B forms to employees only upon request.** The forms will still be filed with the IRS as required.

Limits on Cost-sharing and Combined maximum out-of-pocket

Effective for plan years beginning on or after Jan. 1, 2014, **non-grandfathered** health plans are subject to limits on cost-sharing or out-of-pocket costs. For 2021-2022, out-of-pocket expenses may not exceed \$8,550 for self-only coverage and \$17,100 for family coverage. Out-of-pocket costs which apply to these limits include medical plan co-payments, deductibles, and co-insurance AND prescription co-payments and deductibles.

Excise Tax

Implementation of an Excise Tax on health plans costing more than a federally-established threshold, a provision of the ACA as originally adopted, has been revoked by Congress as of this time. TAC HEBP will be monitoring this and any other ACA developments, and will update you if changes occur that might affect your health plan.

Updated April 15, 2021

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TEXAS ASSOCIATION *of* COUNTIES
HEALTH AND EMPLOYEE BENEFITS POOL

ATTENTION County and District Benefits Administrators:

The TAC-HEBP **Employee Self-Service (ESS) Portal** is available for employees to enter their Open Enrollment elections

- Employees can make their Open Enrollment elections through the portal during the annual open enrollment window period.
- Employees can make address and phone number changes through the portal throughout the year. Changes will be posted to OASys in real time.

NOTE: OASys will produce a weekly report for admin users listing any changes that have been entered by an employee.

✚ Employees can access their Resource Guides and Benefit Booklets through the portal. As always, they will have a direct sign-on into the BCBS and Navitus sites to review their claims, search for providers, and take advantage of all the resources there. We'll also post helpful tips and informational videos from time to time during the year.

✚ TAC HEBP can add links for your other benefit providers to the portal, so employees can use this as a '1-stop shop' for accessing information about all the benefits available to them.

✚ The portal will require enhanced sign-on security with multi-factor authentication. This requires members to register with an email address or cell phone number. Once they register, this information will be saved to their OASys record.

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EMPLOYEE SELF-SERVICE (ESS) PORTAL:
MYBENEFITS.COUNTY.ORG

Responses to common questions regarding ESS functionality:

- Employees are not required to use the self-service portal to enter their open enrollment changes. Many of our groups have been asking for this functionality for some time, but it is up to each county to decide how they would like to keep up with employee's benefit elections.
- The ESS Portal is the same portal (*mybenefits.county.org*) we've used for several years. Employees can directly access BCBS and Navitus, with links to their Wellness programs, TCDRS etc.
- TAC values every member and employee, and respects their privacy. Personal contact information is important to us and our claims administrators (BCBSTX and Navitus) so that members can be reached with information about their benefits and assistance in using them. TAC will not sell or share email addresses with any other entity.
- Employees who don't have (or don't want to provide) an email address are encouraged to set up a free email account (gmail, Yahoo, Hotmail etc.) just for this purpose. They never have to access the account again if they don't want to.

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RENEWAL NOTICE AND BENEFIT CONFIRMATION (RNBC)
ALTERNATE PLAN SELECTION and
ONLINE COMPLETION INSTRUCTIONS

Thank you for using OASys to view alternate plan options and completing your
Renewal Notice and Benefit Confirmation (RNBC) *online and on time!*

**NOTE: If you do not want to view alternate renewal plans,
please skip to Section III on page 4 of this document.**

**I. To view alternate renewal Medical and Rx Options
(Alternate RNBC)**

Log onto OASys and click on the RNBC tab.

TEXAS ASSOCIATION of COUNTIES (UAT)

TAC Admin County Admin Billing Admin Case Management

EMPLOYEE ADMINISTRATION ADD EMPLOYEE STATUS CHANGE COBRA REPORTING SEARCH RESOURCES RNBC LOGOUT

Renewal Information Alternate Renewal Information

Welcome to your online Renewal Notice and Benefit Confirmation!

PlanYear 2022

Group Training

Next

Click the 'Next' button, then click on the 'Alternate Renewal Information' tab.

TEXAS ASSOCIATION of COUNTIES (UAT)

TAC Admin County Admin Billing Admin Case Management

EMPLOYEE ADMINISTRATION ADD EMPLOYEE STATUS CHANGE COBRA REPORTING SEARCH RESOURCES RNBC LOGOUT

Renewal Information Alternate Renewal Information

Alternate Renewal Medical & Rx Options

You may have alternative renewal medical and RX plans available. Please click the "View Alternate Options" red button to view and select an Alternate for your medical and RX plan. Once you have selected and saved an alternate plan, please click the "Print Alternate RNBC" button to print and sign your Alternate RNBC. Once you have signed the Alternate RNBC, please email the signed form to your Employee Benefits Specialist at TAC. You must print the Alternate RNBC before clicking the "Submit" button because you will not be able to print after clicking "Submit".

You will need to click the "Submit" button to finalize the selection. Please note you can only click "Submit" once, so you'll want to review and confirm everything is correct before clicking "Submit".

PlanYear 2022

Group Training

Plan Select a Plan

Plan Year will default to 2022 (PY2022), and you will see your Group's name. Use the dropdown menu for 'Plan' to select a plan, then click the red "View Alternate Options" button tab on the right side of the window.

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The screen will then populate with a side by side comparison of highlights for your Current Plan, your Renewal Plan and up to 3 alternative plans.

NOTE: If no Alternate Options are listed, or if you would like to see different plan options, contact your TAC Employee Benefits Specialist (EBS) for assistance.

TEXAS ASSOCIATION of COUNTIES (UAT)

TAC Admin County Admin Billing Admin Case Management

EMPLOYEE ADMINISTRATION ADD EMPLOYEE STATUS CHANGE COBRA REPORTING SEARCH RESOURCES RNBC LOGOUT

Renewal Information **Alternate Renewal Information**

Alternate Renewal Medical & Rx Options

You may have alternative renewal medical and RX plans available. Please click the "View Alternate Options" red button to view and select an Alternate for your medical and RX plan. Once you have selected and saved an alternate plan, please click the "Print Alternate RNBC" button to print and sign your Alternate RNBC. Once you have signed the Alternate RNBC, please email the signed form to your Employee Benefits Specialist at TAC. You must print the Alternate RNBC before clicking the "Submit" button because you will not be able to print after clicking "Submit".

You will need to click the "Submit" button to finalize the selection. Please note you can only click "Submit" once, so you'll want to review and confirm everything is correct before clicking "Submit".

[Print Alternate RNBC](#) [Submit](#)

PlanYear: Group: Plan:

MEDICAL & RX OPTIONS					
Benefit	Current Plan	Renewal Plan	Alternate Option 1	Alternate Option 2	Alternate Option 3
Medical	700	700	700-G2	1100-NG	
RX	RX-3A	RX-3A	RX-3A-G2	RX-3A-NG	
MEDICAL & RX RATES					
Tier	Current Rates	Renewal Rates	Alternate Option 1	Alternate Option 2	Alternate Option 3
Employee Only	\$554.58	\$554.58	\$537.76	\$523.72	
Employee + Child(ren)	\$862.80	\$862.80	\$836.44	\$814.44	
Employee + Spouse	\$1,162.50	\$1,162.50	\$1,126.88	\$1,097.14	
Employee + Family	\$1,471.74	\$1,471.74	\$1,426.56	\$1,388.84	
Medical Plan					
Plan Benefits	Current Plan	Renewal Plan	Alternate Option 1	Alternate Option 2	Alternate Option 3
Deductible In/Out Network	\$500/750	\$500/750	\$680/1020	\$750/1000	

Prescription Plan					
Plan Benefits	Current Plan	Renewal Plan	Alternate Option 1	Alternate Option 2	Alternate Option 3
Prescription Card Co-Pay	10/20/35	10/20/35	15/25/45	10/20/35	
Deductible	\$0	\$0	\$0	\$0	

Please select an alternate plan and choose which plan to replace with the alternate.

You can print the screen by clicking the red "Print Alternate Options" button. This will open another screen in PDF format that you can save to your computer or print on paper for review.

If you request additional Alternate Options from your EBS, they will be updated on this screen. Please note that only 3 Alternate Options will be viewable at one time, so if you are considering more than three, you will need to print the first 3 options before you request more.

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**II. To select an alternate renewal Medical and Rx option
for your plan renewal**

After you have reviewed your Alternate Options and the commissioners court or governing body has approved an Alternate Option as your plan and rates for PY2022, you will need to select the correct plan on the RNBC Alternate Renewal Information tab.

Repeat the steps from Section I to get to the Alternate Renewal Information screen.

Beneath the Prescription Plan information, you will select an alternate option. (You may need to scroll to the bottom of the screen to see this.)

Prescription Plan					
Plan Benefits	Current Plan	Renewal Plan	Alternate Option 1	Alternate Option 2	Alternate Option 3
Prescription Card Co-Pay	10/20/35	10/20/35	15/25/45	10/20/35	
Deductible	50	50	50	50	
Please select an alternate plan and choose which plan to replace with the alternate.			<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Click on the box beneath the Alternate your group has chosen, to place a checkmark in the box. Then click on the green checkmark on the far left.

<input checked="" type="checkbox"/>	Please select an alternate plan and choose which plan to replace with the alternate.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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The screen will refresh, and you will see the Alternate that you have chosen has a faded/greyed out checkmark. Verify this is the correct choice.

<input type="checkbox"/>	Please select an alternate plan and choose which plan to replace with the alternate.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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After you confirm that the correct box is checked, click the red "Print Alternate RNBC" button (close to the top on the right side of the screen). This will allow you to print your newly chosen RNBC either to paper or save it as a PDF.

Once you are certain that you have selected the correct Alternate and printed it, click "Submit" button close to the top on the right side of the screen. NOTE: you cannot print the Alternate RNBC after clicking the Submit button.

Print Alternate RNBC Submit

Clicking the red "Submit" button has updated your plan choice in OASys, but you will need to finalize your renewal information via the Renewal Information tab to complete the renewal process *online and on time*. Please proceed to Section III.

III. Completing your Plan Year 2022 (PY2022) RNBC online

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Log onto OASys and click on the red RNBC tab.

Click the 'Next' button, then click on the 'Renewal Information' tab. Plan Year will default to 2022, and you should see your group's name in the Group box. Click the red "Next" button on the right to begin completing your PY2022 RNBC.

Step 1: Rate Information

Benefit	Plan	% Rate Increase
Medical	Plan 700 \$25 Copay, \$500 Ded, 90%, \$2000 OOP Max	0.00 %
Prescription Drug	3A \$10/20/\$5, \$0 Ded	

- a. Select a Status from the drop down box. You will need to complete the contribution amounts for each status applicable to your group (Active and Elected, Retiree, COBRA or Continuation of Coverage).
- b. Select a Benefit from the drop down below the Status type. You only need to complete contribution amounts for the Medical and Dental Benefits.
- c. Select a plan from the Plan box. If your group has more than one Medical or Dental plan, you will need to complete the contribution amounts for each Status and Plan.
- d. Once you have made your selections, click on the red "View Data" button and the Rate information for that Status, Benefit and Plan will appear.

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TEXAS ASSOCIATION of COUNTIES (UAT)

TAC Admin | County Admin | Billing Admin | Case Management

EMPLOYEE ADMINISTRATION | ADD EMPLOYEE | STATUS CHANGE | COBRA | REPORTING | SEARCH | RESOURCES | RNBC | LOGOUT

Renewal Information | Alternate Renewal Information

Step 1: Rate Information
Please complete New Amount Employer Pays and New Amount Employee Pays for each Benefit and Status your group offers. Click on each drop down box to review various status categories and benefits (medical and dental) for each status type (active & elected officials, retirees) then click "View Data". Once you have entered the rates for each benefit and status, click the green check mark to save the entries. Once all amounts are entered, click "Next" to continue.

Previous Next

PlanYear: 2022
Group: Training
Status: Active and Elected
Benefit: 1 - Medical
Plan: Plan 700

View Data

Benefit	Plan	% Rate Increase
Medical	Plan 700 \$25 Copay, \$500 Ded, 90%, \$2000 OOP Max	0.00 %
Prescription Drug	3A \$10/20/35, \$0 Ded	

Your payroll deductions for medical benefits are: Pre Tax

	Tier	Current Rates	New Rates Effective 10/1/2021	New Amount Employer Pays	New Amount Employee Pays
<input type="checkbox"/>	Employee Only	\$554.58	\$554.58	\$0.00	\$0.00
<input type="checkbox"/>	Employee + Child(ren)	\$862.80	\$862.80	\$0.00	\$0.00
<input type="checkbox"/>	Employee + Spouse	\$1,162.50	\$1,162.50	\$0.00	\$0.00
<input type="checkbox"/>	Employee + Family	\$1,471.74	\$1,471.74	\$0.00	\$0.00

- e. To update each tier (Employee Only, EE+Children, EE+Spouse, EE+Family), click on the notepad icon next to the push pin. This will open up the 'New Amount Employer Pays' and 'New Amount Employee Pays' boxes so that you can enter your new contributions for PY2022.

Benefit	Plan	% Rate Increase
Medical	Plan 700 \$25 Copay, \$500 Ded, 90%, \$2000 OOP Max	0.00 %
Prescription Drug	3A \$10/20/35, \$0 Ded	

Your payroll deductions for medical benefits are: Pre Tax

	Tier	Current Rates	New Rates Effective 10/1/2021	New Amount Employer Pays	New Amount Employee Pays
<input checked="" type="checkbox"/>	Employee Only	\$554.58	\$554.58	\$500.00	\$500.00
<input type="checkbox"/>	Employee + Child(ren)	\$862.80	\$862.80	\$0.00	\$0.00
<input type="checkbox"/>	Employee + Spouse	\$1,162.50	\$1,162.50	\$0.00	\$0.00
<input type="checkbox"/>	Employee + Family	\$1,471.74	\$1,471.74	\$0.00	\$0.00

Amount Employer Pays + Amount Employee Pays does not equal the new rate for at least one medical, dental or vision plan. Please review the medical, dental and vision rates and make updates as needed.

- f. Enter the Employer and Employee contribution amounts, then click the green checkmark on the left to save them. The system will automatically calculate to ensure that the "New Amount Employer Pays" plus the "New Amount Employee Pays" totals to the "New Rates Effective" amount.
- g. Continue to the next tier and repeat steps e and f until you have entered the PY2022 contributions for each tier.
- h. Repeat steps a through f for each Plan and Status type for your Medical and Dental plans, if your County or District offers multiple plan options.
- i. Once all contributions have been entered, click the red Next button on the right to proceed to Step 2. (If you receive an error message, please make sure that you have entered the contribution rates for EACH Status type and EACH benefit. The system will not allow you to move forward until contributions for every Plan, Status, and Benefit have been entered.)

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Step 2: Contact Information

- a. Here you will update your group's contacts. To begin, select the Contracting Authority from the Contact Type drop down box and click on the "View Data" button.
- b. The information shown is current OASys data for your group. Please review it carefully. To make any changes, click on the red "Edit" button and enter updated contact information, then click the red "Save" button to save your updates.
- c. Complete this process for the Contracting Authority, Primary Contact and Billing Contact. If you have a broker or consultant, please also review and update their information by selecting this option from the Contact Type drop down box.
- d. Once all contacts have been reviewed and updated, click on the red "Next" button on the right to proceed to Step 3.

Step 3: Waiting Periods

- a. To view your current waiting periods for active Employees and Elected Officials, click on the red "View Data" button.
- b. NOTE: you cannot change your waiting period via OASys. If your group would like to change their waiting period, please contact your TAC HEBP Employee Benefits Specialist for instructions. TAC will need written confirmation of any waiting period changes.
- c. Click on the red "Next" button on the right to proceed to Step 4.

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Step 4: Retiree Information

- a. If your group covers retirees on any TAC HEBP plans, click the red "View Data" button. You may include Pre and Post 65 retirees in medical, dental, and/or vision coverages if your active employees are offered these plans.
- b. Please update the information by clicking on the notepad icon and then clicking on the correct box designating Pre or Post 65 eligibility for each applicable type of coverage. Click on the green checkmark to save. If you are changing the way your group covers retirees on any of these plans, please make your EBS aware.
- c. Click the red "Next" button on the right to proceed to Step 5.

	Benefit	Pre 65 Eligibility	Post 65 Eligibility
<input checked="" type="checkbox"/>	Medical	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Dental	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Vision	<input type="checkbox"/>	<input type="checkbox"/>

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Step 5: COBRA Information

- a. Click on the red View Data button and the system will display the option you currently use for COBRA administration.
- b. If your group processes your own or uses a third party to administer COBRA, the OASys button (left side of screen) should be checked.
- c. If your group contracts with the BCBS COBRA Administration department the BCBS COBRA radial button should be checked.
- d. To update this information, click on the notepad icon, select the correct button, and click on the green checkmark to save. If your group is changing how you process COBRA, please make your EBS aware.

Step 5: COBRA Information
Please click "View Data" to review your COBRA administration information and make updates as needed. Once you have reviewed and updated all COBRA information, please click Submit to continue.

Previous

Plan Year: 2022

Group: Training

View Data

Submit

<input checked="" type="checkbox"/>	<input type="checkbox"/>	County/Group processes COBRA on OASYS *County/Group is responsible for fulfilling COBRA notification process and requirements	<input type="radio"/>	BCBS COBRA Department processes Cobra *BCBS COBRA Department administers via COBRA contract with the County/Group
<input type="checkbox"/>	<input checked="" type="checkbox"/>		<input type="radio"/>	

You're nearly finished! Click on the red "Submit" button to proceed.

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If Steps 1-5 were completed successfully, the system will confirm:

The screenshot shows the Texas Association of Counties (TAC) web portal. At the top left is the TAC logo and the text 'TEXAS ASSOCIATION of COUNTIES (UAT)'. To the right are navigation tabs for 'TAC Admin', 'County Admin', 'Billing Admin', and 'Case Management'. Below these are menu items: 'EMPLOYEE ADMINISTRATION', 'ADD EMPLOYEE', 'STATUS CHANGE', 'COBRA', 'REPORTING', 'SEARCH', 'RESOURCES', 'RNBC', and 'LOGOUT'. The 'RNBC' menu item is highlighted. Below the menu is a sub-header for 'Renewal Information' with a link to 'Alternate Renewal Information'. The main content area displays a 'Complete!' message: 'You have successfully completed your renewal information. Please click the "Print RNBC" button to print and sign your RNBC. Once you have signed the RNBC, please email the signed form to your Employee Benefits Specialist at TAC.' Below the message is a 'Print RNBC' button.

Congratulations!!

The final step is to print your RNBC and secure the necessary initials and signatures, then send the document to TAC HEBP.

- a. Click on the "Print RNBC button" and a completed version of your PY2022 RNBC document will appear.
- b. Please print the completed RNBC document and review it a final time for accuracy. NOTE: Zero dollar amounts will show as blank on your RNBC; this is fine. Have your Contracting Authority initial where indicated and sign at the bottom of the 'Contact Information' page. If you find an error or need to change something once you have completed the process, please contact your Employee Benefits Consultant or your Employee Benefits Specialist.
- c. Scan and email or fax the signed copy to your Employee Benefits Specialist at TAC HEBP:

Erin Crafton: erinc@county.org
Hailey Gajewski: hailevg@county.org
Heather Hanson: heatherh@county.org
Karen Bowers: karenb@county.org
Melissa Lopez: melissal@county.org
TAC HEBP Secure Fax: (512) 481-8481

Thank you for completing your RNBC online. We look forward to another wonderful year of working with you.

**MINUTES OF THE COLORADO COUNTY
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_14. Purchase of a 500 gallon fuel tank to be placed at the Services Facility. (Kana)

Present today was Steven Silver from the EMS requesting purchase of a 500 gallon fuel tank. He submitted an estimate of around \$4400.00.

Commissioner Neuendorff stated that he has a 1000 gallon tank he replaced, it is a single wall tank, if you would be interested in it.

Discussion by the Court and it was decided to TABLE this Agenda Item so Mr. Silver could get more information and prices and bring back to Court.

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

(See Attachment)

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From: Colorado County Oil Co., Inc.
Bill Stolle

To: Colorado county EMS
Attention: Steven Silver

Date: 19-May-21

Delivery: 2-4 weeks From receipt of order
Columbus, TX
Tank Delivery fee- \$150

Option 1	500 gallon UL 142 double wall skid tank fill cap, vent	\$3,318.30
Option 2	110 v pump, 3/4" x 12' hose, manual nozzle	\$1,002.33
Option 3	3/4" x 20' hose, 3/4" automatic nozzle (black)	\$204.93

**MINUTES OF THE COLORADO COUNTY
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- _15. Consent Items:
- a. County employees that completed their cyber security training per HB 3834.
 - b. Email correspondence from Judge Tully Shahan, Kinney County, Texas, regarding Resolution in Support of and in Solidarity with Texas Southern Border Counties.
 - c. Certificate of Liability Insurance posted by:
 1. Grantworks, Inc. (5/22/2021-5/22/2022);
 2. Ergon Asphalt & Emulsions, Inc. (4/30/2021-4/30/2022);
 3. Hilcorp Energy Company (5/1/2021-5/1/2022);
 4. Martin Resource Management Corporation (5/1/2021-5/1/2022); and
 5. Northland li Property LLC (5/22/2021-5/22/2022).

Judge Prause wanted to point out the Item b., the thank you from Judge Shahan regarding the Resolution of Support.

**Motion by Commissioner Neuendorff to approve Consent Items as presented;
seconded by Commissioner Gertson; 5 ayes 0 nays; motion carried, it was so ordered.**

(See Attachments)

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

MAY 24, 2021

Jeff	Argo
Eugenia	Behrens
Troy	Bennett
Jessica	Bergfeld
Katlyn	Brown
Virginia	Cowart
Nancy	Davenport
Tuan	Do
Kevin	Dunn
Dawn	Fike
Marta	Garcia
Patrick	Garrett
Melissa	Garza
Darrell	Gertson
Chris	Girndt
Joyce	Guthmann
Andrew	Harbes
Stephen	Hefley
Darilyn	Henderson
Brenda	Henkes
Linda	Holmes
Roderick	James
Chris	Jones
Justin	Jones
Raymie	Kana
Erica	Kollaja
Diane	Kollmann
Michelle	Kollmann
David	Kotzebue
Brittany	Krenek
Darrell	Kubesch
Richard	Lacourse
Rebecka	Lacourse
Travis	Leihardt
Tracy	Lewis
Justin	Lindemann
Alyssa	Lindemann
Courtney	Lopez
Laura	Maldonado
Sharon	Marsalla
Rebecca	Mayo
Suzanne	Mazac
Bradley	McFadden
Erin	Mead
Kimberly	Menke
Anthony	Mikesh
Dianne	Miksch
Dawn	Minks
Julian	Moore
Angelica	Morales
Troy	Neisner
Keith	Neuendorf
Santa	Nino
Carolyn	Olson
Craig	Peikert
Ashley	Phillips
Ashley	Plut
Amber	Ramirez
Yessenia	Reyna
Carol	Richter
Tommy	Richter
Meredith	Roberts
Jessica	Rodriguez
Charles	Rogers
Maricelva	Saenz
Rachel	Sanjuan
Clifford	Schindler
Charles	Schneider
Trenessa	Sewell
Joshua	Solis
Jennifer	Stancik
Ashley	Steinhauser
Perla	Taylor
Cheri	Tello
Teressa	Thomas
Chris	Vanisek
Keith	Webb
Andrew	Weido
Doug	Wessels
Richard	Wessels
R.H.	Wied
Jenna	Wiese
Tammy	Woolls
Daniel	Zahradnik
Nathan	Zwahr

As of 5/20/2021

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
MAY 24, 2021**

-----Original Message-----

From: county.judge@co.kinney.tx.us <county.judge@co.kinney.tx.us>
Sent: Tuesday, May 18, 2021 12:00 PM
To: Ty Prause <ty.prause@co.colorado.tx.us>
Subject: RE: Resolution regarding border security--please deliver directly to Governor Abbott

Judge Prause:

Thank you for your support! We are pushing hard for the Governor to act. Hopefully we can voice our concerns to him in Austin asap. We have a boatload of troopers that have been assigned to our area but that only solves the vehicle smugglers. All of us need boots on the ground on our borders to stop the foot traffic who are mostly criminals. The asylum seekers just turn themselves in to BP but if illegals are caught with a record, they are deported.

Thanks again for your help!

We will stay in touch.

Tully

-----Original Message-----

From: "Ty Prause" <ty.prause@co.colorado.tx.us>
Sent: Tuesday, May 18, 2021 11:36am
To: "county.judge@co.kinney.tx.us" <county.judge@co.kinney.tx.us>
Cc: "Sharon Marsalia" <sharon.marsalia@co.colorado.tx.us>
Subject: Resolution regarding border security--please deliver directly to Governor Abbott

Good day Judge Shahan,

Colorado County Commissioners Court approved and unanimously passed the attached Resolution In Support of and In Solidarity With Texas Southern Border Counties on May 10, 2021.

The Resolution has been sent to Governor Abbott, Senator Kolkhorst, Representative Leman and Congressman McCaul.

Please call on us if we can assist in this effort and we appreciate yours and the commissioners' efforts.

Ty Prause
Colorado County Judge
400 Spring St., Ste. 107

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

MAY 24, 2021



**RESOLUTION IN SUPPORT OF AND IN SOLIDARITY
WITH TEXAS SOUTHERN BORDER COUNTIES**

WHEREAS, the state of Texas continues to combat illegal immigration and clash with federal authorities over the responsibility of the federal government to protect and defend the sovereign boundaries of Texas; and,

WHEREAS, counties along the southern border and southern areas of Texas, particularly Kinney and Atascosa Counties, have declared states of disaster in response to increasing occurrences of human trafficking; and,

WHEREAS, the ongoing border crisis has resulted in thousands of illegal aliens invading Kinney, Atascosa and other counties and putting immense and unsustainable burdens on local services, including law enforcement, ambulance, medical, volunteer fire departments, emergency management and more; and,

WHEREAS, the health, life, and property of the residents of border counties and citizens of Texas is under an imminent threat of disaster caused by the human trafficking from Mexico; and,

WHEREAS, the State of Texas has had no choice but to use and deploy Texas Department of Public Safety Officers, Texas Parks and Wildlife, Texas National Guard, and others to protect and defend Texas' sovereignty and the safety and property of Texas citizens; and,

WHEREAS, the use and deployment of state assets and resources on the southern border injures and costs all counties in the state and every citizen of the state of Texas on a daily basis, in addition to unnecessarily placing the lives of the brave men and women deployed to defend our sovereignty in harms way; and,

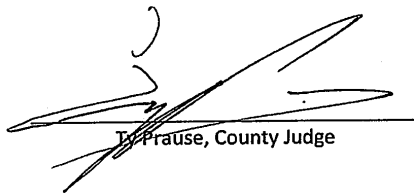
MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

MAY 24, 2021

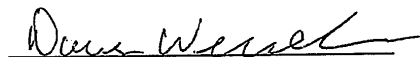
WHEREAS, Colorado County hereby desires to publicly express our solidarity with southern Texas border counties and other counties suffering the effects of high levels of illegal immigration and human trafficking from Mexico and pledges to support our fellow Texans in this statewide battle with this Resolution published to all pertinent federal and state authorities and officials.

NOW THEREFORE BE IT RESOLVED, that the Colorado County Commissioners Court hereby adopts this Resolution in solidarity with southern Texas border counties and other counties suffering the effects of high levels of illegal immigration and human trafficking from Mexico and pledges to support our fellow Texans in this statewide battle with this Resolution published to all pertinent federal and state authorities and officials.

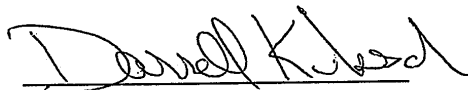
READ and ADOPTED by a vote of 5 ayes and 0 nays on this 10th day of May, 2021.



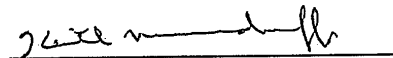
J. Prause, County Judge



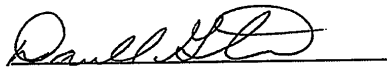
Doug Wessels, Precinct No. 1



Darrell Kubesch, Precinct No. 2



Keith Neuendorff, Precinct No. 3



Darrell Gertson, Precinct No. 4

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

MAY 24, 2021



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/11/2021

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

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

PRODUCER Galloway Insurance Agency PO Box 8 1310 S Water Burnet TX 78611		CONTACT NAME: April Roberts PHONE (A/C, No, Ext): (512) 756-2988 FAX (A/C, No): (512) 756-7308 E-MAIL ADDRESS: april@gallowayinsurance.com	
INSURED Grantworks, Inc. 2201 Northland Drive Austin TX 78756		INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Sentinel Insurance Company, LTD 11000 INSURER B: Mercury Insurance 29394 INSURER C: CRC GROUP INSURER D: Texas Mutual 22945 INSURER E: Twin City Fire Insurance Company 29459 INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** Cert 5/22/21- 2022 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	65SBAZR2028	05/22/2021	05/22/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY	Y	Y	BA42000005413	05/22/2021	05/22/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$ 2,500
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 25,000	Y	Y	EBU011310940	09/15/2020	09/15/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	0002014161	05/22/2021	05/22/2022	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Directors & Officers/EPLI			65KB0282050-20	12/01/2020	12/01/2021	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Contract No.: 20-065-079-C231

CERTIFICATE HOLDER Colorado County P. O. Box 236 Colorado TX 78934-0236	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
MAY 24, 2021**

ADDITIONAL COVERAGES						
Ref #	Description Employment Practices Liab Ins	Coverage Code EPLI	Form No.	Edition Date		
Limit 1 10,000	Limit 2 10,000	Limit 3	Deductible Amount	Deductible Type	Premium	
Ref #	Description Non-owned	Coverage Code NOWND	Form No.	Edition Date		
Limit 1 1,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium \$353.00	
Ref #	Description MLD	Coverage Code MLD	Form No.	Edition Date		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium	
Ref #	Description Uninsured/Underinsured Motorist BI	Coverage Code UMUIM	Form No.	Edition Date		
Limit 1 1,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium	
Ref #	Description Blanket Additional Insured	Coverage Code BLKAI	Form No.	Edition Date		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium	
Ref #	Description Employee Discount	Coverage Code EMPHD	Form No.	Edition Date		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium	
Ref #	Description Waiver of Subrogation	Coverage Code WVSUB	Form No.	Edition Date		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium	
Ref #	Description Broadened Coverage	Coverage Code BRDCV	Form No.	Edition Date		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium \$450.00	
Ref #	Description Theft Prevention Authority Charge	Coverage Code TPAC	Form No.	Edition Date		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium \$96.00	
Ref #	Description Fellow employee liability	Coverage Code FELIA	Form No.	Edition Date		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium	
Ref #	Description EMPLOYEES AS INSUREDS	Coverage Code EMPIN	Form No.	Edition Date		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium	

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

MAY 24, 2021

ADDITIONAL COVERAGES						
Ref #	Description	Coverage Code	Form No.	Edition Date		
	PPD	PPD				
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium	
Ref #	Description	Coverage Code	Form No.	Edition Date		
	Hired/borrowed	HRDBD				
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium	
			500		\$79.00	
Ref #	Description	Coverage Code	Form No.	Edition Date		
	Hired/borrowed	HRDBD				
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium	
					\$158.00	
Ref #	Description	Coverage Code	Form No.	Edition Date		
	Blanket Waiver of Subrogation					
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium	
Ref #	Description	Coverage Code	Form No.	Edition Date		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium	
Ref #	Description	Coverage Code	Form No.	Edition Date		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium	
Ref #	Description	Coverage Code	Form No.	Edition Date		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium	
Ref #	Description	Coverage Code	Form No.	Edition Date		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium	
Ref #	Description	Coverage Code	Form No.	Edition Date		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium	
Ref #	Description	Coverage Code	Form No.	Edition Date		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium	
Ref #	Description	Coverage Code	Form No.	Edition Date		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium	

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
MAY 24, 2021**

MAY 17 2021



CERTIFICATE OF LIABILITY INSURANCE

4/30/2022

DATE (MM/DD/YYYY)
4/23/2021

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

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

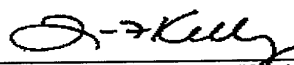
PRODUCER LOCKTON COMPANIES 3657 BRIARPARK DRIVE, SUITE 700 HOUSTON TX 77042 866-260-3538	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: ACE American Insurance Company		22667
INSURER B: National Fire and Marine Insurance Co		20079
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES CERTIFICATE NUMBER: 14023631 REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	Y	XSL G72487461	4/30/2021	4/30/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 6,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:							
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRE AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	ISA H25550213	4/30/2021	4/30/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	Y	Y	42-UMO-302493-06	4/30/2021	4/30/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 RETENTION \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WLR C67807467	4/30/2021	4/30/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER 14023631 Colorado County Texas P.O. Box 236 400 Spring Street, Suite 113 Columbus TX 78934	CANCELLATION See Attachments SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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

MAY 24, 2021

Attachment Code : D547512 Master ID: 1407257, Certificate ID: 14023631

All policies (except Workers' Compensation/EL) include a blanket automatic Additional Insured endorsement [provision] that confers Additional Insured status to the certificate holder only if there is a written contract between the named insured and the certificate holder that requires the named insured to name the certificate holder as an Additional Insured. In the absence of such a contractual obligation on the part of the named insured, the certificate holder is not an Additional Insured under the policy. The insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

All policies include a blanket automatic Waiver of Subrogation endorsement [provision] that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. In the absence of such a contractual obligation on the part of the named insured, the Waiver of Subrogation feature does not apply.

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

MAY 24, 2021

Attachment Code : D547513 Master ID: 1407257, Certificate ID: 14023631

Named Insured Schedule

Ergon, Inc.
Ergon - West Virginia, Inc.
Ergon Refining, Inc.
Ergon BioFuels, LLC
Ergon BioSciences, Inc.
Ergon Asphalt & Emulsions, Inc.
Ergon Asphalt Holdings, LLC
Crafco, Inc.
Tricor Refining, LLC
Paragon Technical Services, Inc.
Paving Maintenance Supply, Inc.
Ergon Terminaling, Inc.
Ergon Oil Purchasing, Inc.
Ergon - Baton Rouge, Inc.
Ergon - Ironton, LLC
Ergon - Knoxville, Inc.
Ergon - St. James, Inc.
Ergon Moda St. James, LLC
Ergon - Texas Pipeline, Inc.
Ergon Acquisition Corp.
Ergon Foundation, Inc.
Ergon Securities, Inc.
Big Valley, LLC
Ergon Properties, Inc.
ISO Panels, Inc.
Magnolia Marine Transport Company
Ergon Marine & Industrial Supply, Inc.
Ergon Trucking, Inc.
LLWR, LLC
M & L Properties, LLC
Mirror Lake Building, LLC
Mirror Lake Land Company
Pearl Street Parking LLC
PruGON Properties LLC
Crafco (Wuxi) Pavement Preservation Equipment Co., Ltd.
Ergon - Latin America, LLC
Ergon - Asia, Inc.
Ergon Asia (Hong Kong) Limited
Ergon Mexico S de R.L. de C.V.

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

MAY 24, 2021

Attachment Code : D547513 Master ID: 1407257, Certificate ID: 14023631

Ergon Oil (Singapore) Pte. Ltd
Ergon Oil (Indonesia)
Ergon International, Inc. (Formerly Ergon Europe, MEA, Inc.)
Bay Harbour Development, LLC
Grand Harbour Development, LLC
Specialty Process Fabricators, Inc.
Ergon Energy Associates, LLC
Ergon Energy Partners, LP
Flowood Oil, LLC
Ergon Exploration, Inc.
Ergon Production, Inc.
MSLATX Pipeline Company
Kearney Park Farms, Inc.
Lampton-Love, Inc.
Lacox Propane Gas Company
Blossman L. P. Gas Service, Inc.
Harrell Gas, Inc.
Lacox, Inc.
Lampton-Love Gas Company
Lampton-Love of Magee, Inc.
Lampton-Love of Pelahatchie, Inc.
Liquefied Petroleum Gas Management, Inc.
Allgas, Inc.
Allgas, Inc., of Montgomery
Allgas, Inc., of TN
Magnolia Gas, Inc.
Natchez Butane, Inc.
Petroleum Distributor of Jackson, Inc.
Progas Inc.
Southern Propane, Inc.
Starkville L.P. Gas, Inc.
Process Oils, Inc.
Chemical Marketing Associates DBA Process Oils, Inc.
Ergon Construction Group, Inc.
Ergon Construction Group, Inc. dba Alliant Construction
Ergon Construction Group, Inc. dba Ergon Maintenance Services
Bryan & Bryan Asphalt, LLC
TABB Management Services, LLC
Trinity Asphalts, Ltd.
BMR Transport, Inc.
Ergon Construction Group, Inc. dba ISO Panels, Inc.
Bryan & Bryan Trucking, LLC

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

MAY 24, 2021

Attachment Code : D547513 Master ID: 1407257, Certificate ID: 14023631

Ergon Asfaltos México HC, LLC
Ergon México HC, LLC
Ergon Chemicals, LLC
Resinall Corporation
Industrial Transport, Inc.
Ergon-Frazier Development I, LLC
Diversified Technology, Inc.
Bunge-Ergon Renewable Energy, LLC
Ergon Asphalt Products - Coolidge, Inc. (Dissolved 10/8/2010)
Ergon Asphalt Products, Inc.
Lampton-Love Trucking, Inc.
Mainstreet Builders, Inc. (Dissolved 6/30/10)
Pearl Street Properties, Inc. (Dissolved 08/11/2010)
Solquim, C.A. (Sold March 2007)
Flowood Properties LLC (Dissolved 01/23/2007)
Georgia Emulsions, LLC (Dissolved 10/21/2010)
Bunge-Ergon Vicksburg, LLC
Ergon Ethanol, Inc.
Telfer Pavement Technologies (Southeast), LLC (Dissolved 2019)
Telfer Pavement Technologies, LLC (Dissolved 2019)
Telfer Geosynthetics (Dissolved 2019)
Telfer Highway Technologies, LLC (Dissolved 2019)
Telfer Oil Company (Dissolved 2019)
Continental Western Transportation Co., Inc. (Dissolved)
Western States Asphalt of Montana, LLC
Western States Group, LLC

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
MAY 24, 2021**



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
04/30/2021

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

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

PRODUCER Aon Risk Services Southwest, Inc. Houston TX Office 5555 San Felipe Suite 1500 Houston TX 77056 USA	CONTACT NAME: _____	
	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): 800-363-0105
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Hilcorp Energy Company 1111 Travis Street Houston TX 77002 USA	INSURER A: ACE American Insurance Company 22667	
	INSURER B: ACE Property & Casualty Insurance Co. 20699	
	INSURER C: _____	
	INSURER D: _____	
	INSURER E: _____	

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER:** 570087169152 **REVISION NUMBER:** _____

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____		HD0G72491385	05/01/2021	05/01/2022	EACH OCCURRENCE \$5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$5,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$5,000,000 GENERAL AGGREGATE \$10,000,000 PRODUCTS - COMP/OP AGG \$5,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANYAUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		ISA H25543518	05/01/2021	05/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION		G71804124002 SIR applies per policy terms & conditions	05/01/2021	05/01/2022	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 Products/Completed O \$10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/ PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	WLR067813704	05/01/2021	05/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 THE WORKERS COMPENSATION INCLUDES A MARITIME EMPLOYERS LIABILITY ENDORSEMENT.

CERTIFICATE HOLDER

CANCELLATION

Commissioner's Court of
 Colorado Co., TX
 c/o County Judge
 P.O. Box 236
 Columbus TX 78934 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Aon Risk Services Southwest, Inc.

Certificate No : 570087169152

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
MAY 24, 2021**

AGENCY CUSTOMER ID: 10529865
LOC #:



ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Southwest, Inc.		NAMED INSURED Hilcorp Energy Company	
POLICY NUMBER See Certificate Number: 570087169152		EFFECTIVE DATE:	
CARRIER See Certificate Number: 570087169152	NAIC CODE		

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

Excess Liability Insurer(s)

Effective 5-1-21 to 5-1-2022

Subject to \$25,000 SIR in event of exhaustion of Underlying Insurance(s)

Policy#L21xs2H13502 \$10.5M po 15M xs \$10M
Lloyd's Syndicate 1036- 100%

Policy#CRR301636A21 \$4.5M po 15M xs \$10M
Talbot Underwriting Ltd. Syndicate 1083- 100%

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

MAY 24, 2021

ACORDTM CERTIFICATE OF LIABILITY INSURANCE

5/1/2022

DATE (MM/DD/YYYY)
4/26/2021

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

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

PRODUCER LOCKTON COMPANIES 2100 ROSS AVENUE, SUITE 1400 DALLAS TX 75201 214-969-6700	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: ACE American Insurance Company	22667
	INSURER B: Westchester Fire Insurance Company	10030
	INSURER C: See Attached	
	INSURER D: Gemini Insurance Company	10833
	INSURER E: AXIS Surplus Insurance Company	26620
	INSURER F: Everest Re Group	

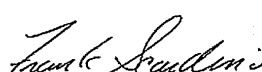
INSURED
1302028 Martin Resource Management Corporation
(See Listing Page 2)
PO Box 191
Kilgore TX 75663

COVERAGES * CERTIFICATE NUMBER: 11171077 REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED (INSR/VVVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> POLLUTION LIABILITY <input checked="" type="checkbox"/> \$1M-SIR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	N N	XSLG72482864	5/1/2021	5/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Not Applicable PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N N	ISAH25546295	5/1/2021	5/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	N N	G27550277007	5/1/2021	5/1/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	See Attached	5/1/2021	5/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	EXCESS AUTOMOBILE LIABILITY	N N	GVE100124707	5/1/2021	5/1/2022	LIMIT \$5,000,000
F	EXCESS LIAB.	N N	NAMCA2100932	5/1/2021	5/1/2022	LIMIT \$10,000,000

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

CERTIFICATE HOLDER	CANCELLATION See Attachments
11171077 Colorado County 400 Spring Street Rm 113 Columbus TX 78934	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
MAY 24, 2021**

Attachment Code : D504865 Master ID: 1302028, Certificate ID: 11171077

Producer: Lockton Companies, LLC
2100 Ross Ave., Suite 1400
Dallas, TX 75201

WORKERS' COMPENSATION POLICIES

OTHER STATES

Policy Number: WLR C67821099
Insurer: Indemnity Insurance Co. of North America

California

Policy Number: WLR C67821130
Insurer: Ace American Insurance Co.

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

MAY 24, 2021

Miscellaneous Attachment : M467164 Master ID: 1302028, Certificate ID: 11171077

NAMED INSUREDS

MARTIN RESOURCE MANAGEMENT CORPORATION, MARTIN MIDSTREAM PARTNERS L.P. AND/OR ANY OF THEIR RESPECTIVE PARENTS, SUBSIDIARIES, AFFILIATES AND INTERRELATED COMPANIES

AMERICAN SENTERFITT INSURANCE COMPANY, LTD.
ASPIRE AMERICA, INC.
BERRY PETROLEUM COMPANY
CENTRAL OIL CO., INC.
CROSS OIL REFINING & MARKETING, INC.
CROSS OIL REFINING & MARKETING, INC. DBA CROSS OIL PACKAGING
INTERNATIONAL GAS CONSULTING LLC
L & L OIL AND GAS SERVICES, L.L.C.
MARTIN ENERGY SERVICES LLC
MARTIN GAS SALES LLC
MARTIN INTEGRATED SULFUR SYSTEMS LLC
MARTIN OPERATING PARTNERSHIP L.P. DBA MARTIN LUBRICANTS
MARTIN MARINE
MARTIN MIDSTREAM GP LLC
MARTIN NATURAL GAS STORAGE CONSULTING LLC
MARTIN NATURAL GAS STORAGE CONSULTING LLC DBA INTERNATIONAL GAS CONSULTING
MARTIN OPERATING GP LLC
MARTIN OPERATING PARTNERSHIP L.P.
MARTIN OPERATING PARTNERSHIP L.P. DBA MEGA LUBRICANTS
MARTIN PRODUCT SALES LLC
MARTIN PRODUCT SALES LLC DBA ADVANTAGE FLUID PRODUCTS
MARTIN PRODUCT SALES LLC DBA GULF STATES ASPHALT CO.
MARTIN PRODUCT SALES LLC DBA MARTIN ASPHALT COMPANY
MARTIN PRODUCT SALES LLC DBA MONARCH OIL COMPANY
MARTIN RESOURCE LLC
MARTIN TRANSPORT, INC.
MARTIN UNDERGROUND STORAGE, INC.
MEH SOUTH TEXAS TERMINALS LLC
MIDSTREAM FUEL SERVICE LLC
MIDSTREAM FUEL SERVICE LLC DBA PETROLEUM ENERGY PRODUCTS COMPANY (PEPCO)
PRISM GAS SYSTEMS GP, L.L.C.
PRISM GAS SYSTEMS I L.P.
PRISM GAS SYSTEMS, INC.
PRISM GULF COAST SYSTEMS, L.L.C.
TRANSMAR, INC.
TALEN'S MARINE & FUEL LLC
MARTIN MIDSTREAM FINANCE CORP.
REDBIRD GAS STORAGE LLC
MOP MIDSTREAM HOLDINGS LLC
MARTIN ENERGY TRADING LLC
MARTIN MIDSTREAM NGL HOLDINGS, LLC
MARTIN MIDSTREAM NGL HOLDINGS II, LLC
MEH TERMINALS
MARTIN PRODUCT SALES LLC D/B/A PARASTIM

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
MAY 24, 2021**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/11/2021

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

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PRODUCER Galloway Insurance Agency PO Box 8 1310 S Water Burnet TX 78611	CONTACT NAME: April Roberts PHONE (A/C, No, Ext): (512) 756-2988 FAX (A/C, No): (512) 756-7308 E-MAIL ADDRESS: april@gallowayinsurance.com <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Sentinel Insurance Company, LTD</td> <td style="text-align: center;">11000</td> </tr> <tr> <td>INSURER B:</td> <td>Mercury Insurance</td> <td style="text-align: center;">29394</td> </tr> <tr> <td>INSURER C:</td> <td>CRC GROUP</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td>Texas Mutual</td> <td style="text-align: center;">22945</td> </tr> <tr> <td>INSURER E:</td> <td>Twin City Fire Insurance Company</td> <td style="text-align: center;">29459</td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Sentinel Insurance Company, LTD	11000	INSURER B:	Mercury Insurance	29394	INSURER C:	CRC GROUP		INSURER D:	Texas Mutual	22945	INSURER E:	Twin City Fire Insurance Company	29459	INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A:	Sentinel Insurance Company, LTD	11000																				
INSURER B:	Mercury Insurance	29394																				
INSURER C:	CRC GROUP																					
INSURER D:	Texas Mutual	22945																				
INSURER E:	Twin City Fire Insurance Company	29459																				
INSURER F:																						
INSURED Northland II Property LLC 2201 Northland Drive Austin TX 78756																						

COVERAGES **CERTIFICATE NUMBER:** Cert 5/22/21- 2022 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS													
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	65SBAZR2028	05/22/2021	05/22/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$													
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BA420000005413	05/22/2021	05/22/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$ 2,500													
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 25,000	Y	Y	EBU011310940	09/15/2020	09/15/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$													
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	Y	0002014161	05/22/2021	05/22/2022	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%;">PER STATUTE</td> <td style="width: 5%;">OTH-ER</td> <td style="width: 90%;">E.L. EACH ACCIDENT</td> <td style="width: 10%;">\$ 1,000,000</td> </tr> <tr> <td></td> <td></td> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$ 1,000,000</td> </tr> <tr> <td></td> <td></td> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$ 1,000,000</td> </tr> </table>	PER STATUTE	OTH-ER	E.L. EACH ACCIDENT	\$ 1,000,000			E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000			E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
PER STATUTE	OTH-ER	E.L. EACH ACCIDENT	\$ 1,000,000																	
		E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000																	
		E.L. DISEASE - POLICY LIMIT	\$ 1,000,000																	
E	Directors & Officers/EPLI			65KB0282050-20	12/01/2020	12/01/2021	2,000,000													

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Contract No.: 20-065-079-C231

CERTIFICATE HOLDER Colorado County P. O. Box 236 Colorado TX 78934-0236	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
MAY 24, 2021**

ADDITIONAL COVERAGES

Ref #	Description	Coverage Code	Form No.	Edition Date
	Employment Practices Liab Ins	EPLI		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
10,000	10,000			Premium
Ref #	Description	Coverage Code	Form No.	Edition Date
	Non-owned	NOWND		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
1,000,000				Premium \$353.00
Ref #	Description	Coverage Code	Form No.	Edition Date
	MLD	MLD		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium
Ref #	Description	Coverage Code	Form No.	Edition Date
	Uninsured/Underinsured Motorist BI	UMUIM		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
1,000,000				Premium
Ref #	Description	Coverage Code	Form No.	Edition Date
	Blanket Additional Insured	BLKAI		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium
Ref #	Description	Coverage Code	Form No.	Edition Date
	Employee Discount	EMPHD		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium
Ref #	Description	Coverage Code	Form No.	Edition Date
	Waiver of Subrogation	WWSUB		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium
Ref #	Description	Coverage Code	Form No.	Edition Date
	Broadened Coverage	BRDCV		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium \$450.00
Ref #	Description	Coverage Code	Form No.	Edition Date
	Theft Prevention Authority Charge	TPAC		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium \$96.00
Ref #	Description	Coverage Code	Form No.	Edition Date
	Fellow employee liability	FELIA		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium
Ref #	Description	Coverage Code	Form No.	Edition Date
	EMPLOYEES AS INSUREDS	EMPIN		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium
OFADTLCV			Copyright 2001, AMS Services, Inc.	

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
MAY 24, 2021**

ADDITIONAL COVERAGES						
Ref #	Description	Coverage Code	Form No.	Edition Date		
	PPD	PPD				
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium	
Ref #	Description	Coverage Code	Form No.	Edition Date		
	Hired/borrowed	HRDBD				
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium	
			500		\$79.00	
Ref #	Description	Coverage Code	Form No.	Edition Date		
	Hired/borrowed	HRDBD				
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium	
1,000,000					\$158.00	
Ref #	Description	Coverage Code	Form No.	Edition Date		
	Blanket Waiver of Subrogation					
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium	
Ref #	Description	Coverage Code	Form No.	Edition Date		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium	
Ref #	Description	Coverage Code	Form No.	Edition Date		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium	
Ref #	Description	Coverage Code	Form No.	Edition Date		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium	
Ref #	Description	Coverage Code	Form No.	Edition Date		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium	
Ref #	Description	Coverage Code	Form No.	Edition Date		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium	
Ref #	Description	Coverage Code	Form No.	Edition Date		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium	
Ref #	Description	Coverage Code	Form No.	Edition Date		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium	

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
MAY 24, 2021**

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

Commissioner Gertson asked County Auditor about a \$140.00 invoice, Raymie replied it was voided.

Motion by Commissioner Wessels to approve all accounts payable and budget amendments; 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**

MAY 24, 2021

05/24/2021--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0012 GENERAL FUND CYCLE: ALL PAGE 1
 TIME:08:38 AM CLAIMS FOR PAYMENT AS OF MAY 24, 2021 PREPARER:0004

DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0200-LIABILITY ACCOUNTS					
	PERDUE, BRADON, FIELDER, COLDER &	223209	A	APRIL CO CLERK DELINQ ATTY FEES	197.42
	PERDUE, BRADON, FIELDER, COLDER &	223210	A	APRIL CO CLERK DELINQ ATTY FEES	1,029.30
	DEPARTMENT TOTAL				1,226.72
0400-COUNTY JUDGE					
	GREATAMERICA FINANCIAL SVCS	223122	R	COPIER LEASE PMT/INV#29252869	128.00
	TIME WARNER CABLE ENTERPRISES LLC	223147	R	TRUNKED PHONE LINE	31.64
	DEPARTMENT TOTAL				159.64
0401-COMMISSIONER'S COURT					
	BERNARDO VOLUNTEER FIRE DEPT	223414	R	2021 CONTRIBUTION AS PER BUDGET	7,500.00
	CRAIN, CATON & JAMES, P.C.	223182	A	DEFENSE COSTS/INLAND ENVIRONMENTAL	6,867.51
	CRAIN, CATON & JAMES, P.C.	223183	A	DEFENSE COSTS/REMEDIATION CLAIM	7,521.00
	DEPARTMENT TOTAL				21,888.51
0403-COUNTY CLERK					
	INDENTOGO	223329	A	CRIMINAL BACKGROUND CHECK	38.25
	JESSICA RODRIGUEZ	223252	A	2021 PROBATE ACADEMY EXPS	247.64
	SYNCB/AMAZON	223245	A	SUPPLIES FOR CO CLK	210.25
	TIME WARNER CABLE ENTERPRISES LLC	223141	R	TRUNKED PHONE LINE	47.47
	DEPARTMENT TOTAL				543.61
0410-ELECTIONS					
	ACTION PRINTING	223330	A	ENVELOPES/INV#174184	137.42
	SYNCB/AMAZON	223243	A	STORAGE SPACEMAKERS & SAWHORSES	190.29
	TIME WARNER CABLE ENTERPRISES LLC	223142	R	TRUNKED PHONE LINE	15.83
	XEROX FINANCIAL SERVICES	223430	A	XEROX LEASE PMT/INV#2625433	202.50
	DEPARTMENT TOTAL				546.04
0426-COUNTY COURT					
	DWIGHT E. PESCHEL	223185	A	VISITING JUDGE/COUNTY CRT (5/12)	98.56
	KATRINA DANNHAUS PACKARD, P.C.	223192	A	COURT APPT ATTY/CAUSE#21-466	250.00
	KATRINA DANNHAUS PACKARD, P.C.	223193	A	COURT APPT ATTY/CAUSE#21-471	250.00
	KATRINA DANNHAUS PACKARD, P.C.	223289	A	GUARDIAN AD LITEM FEES/CASE#19-125	450.00
	PETERS & PETERS LAW FIRM, PLLC	223208	A	COURT APPT ATTY/CAUSE#JUV 20-451	250.00
	URSULA S. STEPHENS	223225	A	INTERPRETER ON 4-7, 4-21 & 5-12	600.00
	DEPARTMENT TOTAL				1,898.56
0428-PUBLIC DEFENDER					
	TIME WARNER CABLE ENTERPRISES LLC	223150	R	TRUNKED PHONE LINE	15.83
	DEPARTMENT TOTAL				15.83
0435-DISTRICT COURT					
	ALICIA PEREZ	223320	R	DISTRICT COURT JURY DUTY ON 5-17-21	12.00
	ALICIA TRUCHARD	223318	R	DISTRICT COURT JURY DUTY ON 5-17-21	12.00
	ANN DOBECKA	223300	R	DISTRICT COURT JURY DUTY ON 5-17-21	12.00
	BCC LANGUAGES LLC	223369	A	INTERPRETATION ON 5-3/INV#21411	200.00
	BRANDI KRAUSE	223312	R	DISTRICT COURT JURY DUTY ON 5-17-21	12.00
	BRENDA HARGRAVE	223305	R	DISTRICT COURT JURY DUTY ON 5-17-21	12.00
	BRITNI KOTRLA	223306	R	DISTRICT COURT JURY DUTY ON 5-17-21	12.00
	CARRIE MCREE	223309	R	DISTRICT COURT JURY DUTY ON 5-17-21	12.00
	CHARLES EKLUND	223297	R	DISTRICT COURT JURY DUTY ON 5-17-21	12.00
	CHRISTOPHER FREEMAN	223308	R	DISTRICT COURT JURY DUTY ON 5-17-21	12.00
	COLUMBUS HISTORICAL PRESERV TRUST	223374	A	USE OF GRAND HALL TO SELECT JURY	250.00
	DANA SHERRILL	223304	R	DISTRICT COURT JURY DUTY ON 5-17-21	12.00
	DAVID WILDE	223314	R	DISTRICT COURT JURY DUTY ON 5-17-21	12.00

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

MAY 24, 2021

05/24/2021--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0012 GENERAL FUND CYCLE: ALL PAGE 2
 TIME:08:38 AM CLAIMS FOR PAYMENT AS OF MAY 24, 2021 PREPARER:0004

DEPARTMENT				
NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
DEBRA GREGORY	223316	R	DISTRICT COURT JURY DUTY ON 5-17-21	12.00
ESTER CHANDLER	223299	R	DISTRICT COURT JURY DUTY ON 5-17-21	12.00
JACOB CHOLLETT	223310	R	DISTRICT COURT JURY DUTY ON 5-17-21	12.00
JASON BARTON	223302	R	DISTRICT COURT JURY DUTY ON 5-17-21	12.00
JESSICA R POWELL ANDERS PC	223272	A	COURT APPT ATTY/CAUSE#25,843/CPS	150.00
JOHN HOLUB	223298	R	DISTRICT COURT JURY DUTY ON 5-17-21	12.00
JONATHAN GUTHRIE	223311	R	DISTRICT COURT JURY DUTY ON 5-17-21	12.00
JOSEPH HERRERA	223313	R	DISTRICT COURT JURY DUTY ON 5-17-21	12.00
JOSHUA CRAWFORD	223293	R	DISTRICT COURT JURY DUTY ON 5-17-21	12.00
JUSTIN PATTERSON	223322	R	DISTRICT COURT JURY DUTY ON 5-17-21	12.00
KEITH POTTER	223315	R	DISTRICT COURT JURY DUTY ON 5-17-21	12.00
KELLY RANDERMAN	223317	R	DISTRICT COURT JURY DUTY ON 5-17-21	12.00
KURT HINTON	223307	R	DISTRICT COURT JURY DUTY ON 5-17-21	12.00
LAUREN GROHMANN	223296	R	DISTRICT COURT JURY DUTY ON 5-17-21	12.00
MICHAEL BLACK	223323	R	DISTRICT COURT JURY DUTY ON 5-17-21	12.00
MICHAEL RIDLEN	223303	R	DISTRICT COURT JURY DUTY ON 5-17-21	12.00
MICHAEL TANGEDAHL	223295	R	DISTRICT COURT JURY DUTY ON 5-17-21	12.00
PATRICIA WAGNER	223140	R	APPEAL TRANSCRIPTS/CAUSE#17-090	225.00
PATRICIA WAGNER	223276	A	COURT REPORTER/INV#320/CPS	300.00
RICKY ALTMAN	223294	R	DISTRICT COURT JURY DUTY ON 5-17-21	12.00
ROBERT PAVLU	223291	R	DISTRICT COURT JURY DUTY ON 5-17-21	12.00
SARITA PAGE	223321	R	DISTRICT COURT JURY DUTY ON 5-17-21	12.00
TAMI BLASCHKE	223301	R	DISTRICT COURT JURY DUTY ON 5-17-21	12.00
TANYA AUSTIN	223319	R	DISTRICT COURT JURY DUTY ON 5-17-21	12.00
ZACHARY HANAK	223292	R	DISTRICT COURT JURY DUTY ON 5-17-21	12.00
DEPARTMENT TOTAL				1,521.00
0450-DISTRICT CLERK				
TIME WARNER CABLE ENTERPRISES LLC	223143	R	TRUNKED PHONE LINE	31.66
TIMEDOK	223432	A	REPAIR TIME STAMP/INV#2018	195.95
DEPARTMENT TOTAL				227.61
0451-JUSTICE OF THE PEACE #1				
XEROX FINANCIAL SERVICES	223422	A	XEROX LEASE PMT/INV#2623568	125.00
DEPARTMENT TOTAL				125.00
0452-JUSTICE OF THE PEACE #2				
BOE REEVES	223352	A	MILEAGE (4/30 - 5/16)	60.48
PRESTIGE OFFICE PRODUCTS, LLC	223214	A	CABLE/INV#122326	11.33
PRESTIGE OFFICE PRODUCTS, LLC	223415	A	ENVELOPES/INV#122429	250.65
SPARKLIGHT	223176	R	MAY INTERNET SVC/ACCT#127120608	65.50
XEROX FINANCIAL SERVICES	223423	A	XEROX LEASE PMT/INV#2623568	125.00
DEPARTMENT TOTAL				512.96
0453-JUSTICE OF THE PEACE #3				
PRESTIGE OFFICE PRODUCTS, LLC	223211	A	OFFICE SUPPLIES/INV#122413,122310	528.24
TIME WARNER CABLE ENTERPRISES LLC	223149	R	TRUNKED PHONE LINE	31.66
XEROX FINANCIAL SERVICES	223424	A	XEROX LEASE PMT/INV#2623568	125.00
DEPARTMENT TOTAL				684.90
0454-JUSTICE OF THE PEACE #4				
PRESTIGE OFFICE PRODUCTS, LLC	223277	A	OFFICE SUPPLIES/INV#122346	172.76
TIME WARNER CABLE ENTERPRISES LLC	223421	A	PHONE & INTERNET @ JP#4	150.44
DEPARTMENT TOTAL				323.20
0475-COUNTY ATTORNEY				
CAROL DAVIS REPORTING,RECORDS&VIDEO	223431	A	E-TRANSCRIPT OF DEPOSITION/#173020	174.99

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

MAY 24, 2021

0530-EMERGENCY MANAGEMENT

05/24/2021--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0012 GENERAL FUND

CYCLE: ALL

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TIME:08:38 AM

CLAIMS FOR PAYMENT AS OF MAY 24, 2021

PREPARER:0004

DEPARTMENT

NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
COMDATA	223134	R	APRIL FUEL PURCHASES/ACCT#XY863	202.90
TEXAS COMMUNICATIONS OF BRYAN, INC.	223222	A	COLUMBUS TOWER REPAIRS DUE TO ICE	12,482.76
TEXAS COMMUNICATIONS OF BRYAN, INC.	223223	A	POINT TO POINT LINK TOWER REPAIRS	12,482.76
TIME WARNER CABLE ENTERPRISES LLC	223411	R	TRUNKED PHONE LINES & SIP SETUP	51.26
TRICO TOWER SERVICE, INC.	223224	A	INSTALL & ALIGN MICROWAVE DISHES	6,940.30
WINDSHIELD EXPRESS	223229	A	ROCK CHIP REPAIR/INV#1006316	60.00
DEPARTMENT TOTAL				32,219.98

0540-EMS DIRECTOR/AMBULANCE

BOUND TREE MEDICAL, LLC	223156	A	MEDICAL SUPPLIES/INV#84049080	89.99
COLORADO COUNTY OIL CO., INC.	223354	A	450 GALS DIESEL/INV#431495	1,038.46
COLORADO COUNTY OIL CO., INC.	223355	A	433 GALS DIESEL/INV#432320	978.23
COLORADO COUNTY OIL CO., INC.	223356	A	424 GALS DIESEL/INV#433190	975.75
COLUMBUS TIRE CENTER	223180	A	AMBULANCE REPAIRS/INV#12773	1,805.90
COMDATA	223137	R	APRIL FUEL PURCHASES/ACCT#XY863	1,464.93
FRAZER, LTD	223358	A	(2)PLENUM-BREATHE EASY/INV#79327	1,499.23
FRAZER, LTD	223359	A	PARTS FOR AMBULANCE/INV#78983	431.17
HENRY SCHEIN INC.	223188	A	MEDICAL SUPPLIES/INV#93418183	97.54
HENRY SCHEIN INC.	223360	A	MEDICAL SUPPLIES/INV#93618088	448.27
O'REILLY AUTO PARTS	223364	A	TURBO DIESEL OIL/CUST#1269382	98.97
O'REILLY AUTO PARTS	223365	A	AC GAUGE SET & PARTS/CUST#1269382	462.39
O'REILLY AUTO PARTS	223368	A	PARTS/CUST#1269382	20.43
QUADMED, INC.	223366	A	MEDICAL SUPPLIES/INV#191679	603.14
SYNCB/AMAZON	223242	A	PHONE CHGRS & GENERATOR BELT	104.11
TIME WARNER CABLE ENTERPRISES LLC	223413	R	TRUNKED PHONE LINES & SIP SETUP	205.04
TIME WARNER CABLE ENTERPRISES LLC	223416	A	FIBER INTERNET @ SVCS FACILITY	451.36
TIME WARNER CABLE ENTERPRISES LLC	223420	A	PHONE SVC @ EL EMS	39.99
XEROX FINANCIAL SERVICES	223426	A	XEROX LEASE PMT/INV#2623568	150.00
DEPARTMENT TOTAL				10,964.90

0555-911 RURAL ADDRESSING

PRESTIGE OFFICE PRODUCTS, LLC	223215	A	INK CARTRIDGES/INV#122328	194.95
TIME WARNER CABLE ENTERPRISES LLC	223409	R	TRUNKED PHONE LINES & SIP SETUP	51.26
DEPARTMENT TOTAL				246.21

0560-COUNTY SHERIFF

CAVENDER FORD	223157	A	EXPLORER REPAIRS/INV#151108	350.66
COLORADO CO TAX ASSESSOR/COLLECTOR	223172	A	VEHICLE REG RENEWAL/LP#1318060	7.50
COLORADO COUNTY OIL CO., INC.	223173	A	615 GALS GASOLINE/INV#433547	1,423.73
COLORADO COUNTY OIL CO., INC.	223284	A	700 GALS GAS/INV#431501	1,597.82
COLORADO COUNTY OIL CO., INC.	223285	A	725 GALS GAS/INV#431854	1,648.94
COLORADO COUNTY OIL CO., INC.	223286	A	778 GALS GAS/INV#432321	1,772.21
COLORADO COUNTY OIL CO., INC.	223287	A	725 GALS GAS/INV#432789	1,687.00
COLORADO COUNTY OIL CO., INC.	223288	A	800 GALS GAS/INV#433189	1,820.40
COMDATA	223132	R	APRIL FUEL PURCHASES/ACCT#XY863	287.82
HALLETTSVILLE COMMUNICATIONS	223123	R	RADIO CABLES/#269629	47.00
JESSE A. REED III	223191	A	L-3 EVALUATION FOR 1 EMPLOYEE	200.00
O'REILLY AUTO PARTS	223201	A	LEAKSEAL/CUST#1269383	31.98
O'REILLY AUTO PARTS	223202	A	ADHESIVE, WD40 & PARTS/CUST#1269383	112.74
SCHNEIDER TIRE & LUBE LLC	223216	A	OIL CHG/INV#36643	44.98
SCHNEIDER TIRE & LUBE LLC	223217	A	INSPECTION/INV#36665	7.00
SCHNEIDER TIRE & LUBE LLC	223437	A	OIL CHANGE/INV#36806	44.98
SYNCB/AMAZON	223240	A	(5) VIDEO MOUNTING KITS FOR SO	80.95
TIME WARNER CABLE ENTERPRISES LLC	223417	A	FIBER INTERNET @ SHERIFF DEPT	1,114.82
V'S AUTO GLASS	223226	A	REPLACE WINDSHIELDS/INV#12513	340.00
DEPARTMENT TOTAL				12,620.53

0565-OPERATION OF JAIL

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

MAY 24, 2021



Colorado County EMS
Commissioners Court
May 1st – May 15th Statistics

Calls by "Run Type"

911 Calls – 100
Non-emergency Transfers – 6
Emergency Transfers – 8
Other (Standby, Lift assist, etc..) – 6
TOTAL – 120 CALLS

Calls by "Disposition"

Transported – 86
Non-Transport – 34
TOTAL – 120 CALLS

Calls by "City"

Eagle Lake – 17
Columbus – 59
Weimar – 24
Garwood/Nada – 2
Altair – 2
Rock Island – 0
Sheridan – 8
Frelsburg – 0
Bernardo – 1
Alleyton – 2
New Ulm – 2
Cat Spring – 3
TOTAL – 120 Calls

Calls by "Resident Status"

In County – 90
In Custody – 1
Jail Inmate – 0
Out of County – 21
Total – 112 Calls

Billing Pay from May 1st – May 18th

\$71,788.90

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
MAY 24, 2021

**COLORADO
COUNTY**

**INDIGENT
HEALTH CARE**

*May
2021*

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
MAY 24, 2021**



Form
3072

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

County Name Colorado Co. Indigent Report for (Month/Year) 05/2021
or
Amendment of the Report for (Month/Year)

I. REIMBURSABLE EXPENDITURES during This Report Month

Physician Services	1.	\$663.74	
Prescription Drugs	2.	\$2,021.08	
Hospital, Inpatient Services	3.	\$0.00	
Hospital, Outpatient Services	4.	\$3,889.08	
Laboratory/X-Ray Services	5.	\$85.81	
Skilled Nursing Facility Services	6.	\$0.00	
Family Planning Services	7.	\$0.00	
Rural Health Clinic Services	8.	\$509.64	
State Hospital Contracts	9.	\$0.00	
Optional Health Care Services	10.	\$413.87	
Amount of Intergovernmental Transfer	11.		
Total Expenditures (Add #1 through #11.)			12. \$7,583.22
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. \$7,583.22

II. EXPENDITURE TRACKING for State Assistance Funds Eligibility/Reimbursement

TOTAL EXPENDITURES for Current State Fiscal Year (9/1 - 8/31) \$		<u>60,116.31</u>
GRTL \$	<u>7,441,959.83</u>	
	4% of GRTL \$	<u>297,678.39</u>
	6% of GRTL \$	<u>446,517.59</u>
	8% of GRTL \$	<u>595,356.79</u>


Signature of Person Submitting Form 3072

05/20/2021
Date

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
MAY 24, 2021

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

JUNE, 2021

ACTIVE CASES:

Marnie Jones
Joe Mayorga
Manuel Hernandez
Linda Saucedo
Brenda Ellison
Cody Gillett
Carolyn Russell

Albert Rios
Brandon Barton
Tommy Endsley
LaKeith Williams
David Schriefer
Angelica Carrillo

DENIED DUE TO CHANGE :

DENIED APPLICATIONS:

APPROVED APPLICATIONS:

APPLICATIONS PENDING [DISABILITY/SSI]:

(Approved SSI w/Medicaid)

(Income)

(Moved)

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
MAY 24, 2021**

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

Commissioner Gertson reported on letter from TCEQ on implementing drought contingency plans, don't know what this is about, just wanted to make people aware that we got this notice.

Commissioner Kubesch reported that on May 18th, one of Michael McCall's workers called his office and said there was no paperwork filed and no Endeavors coming to Colorado County as of right now. Also, Secretary of State, Ruth Hughs resigned over the weekend, she is the Chief Election Officer, and this County should not have any machines, use paper ballots and tin cans. Still have not got an answer on Election Code 129.054, instant gratification is the only answer I got.

Commissioner Wessels wanted to thank Mr. Kahn and Amber with the Chamber, a lot of people had a good time and they put on a good show, used the Courtyard and very happy with the results, and the weather worked out.

Raymie Kana, County Auditor reported that all employees who have not completed their cyber security training need to do so, there is a Grant we can apply for, which the deadline is coming up, but all employees and Elected Officials have to complete the training before we can apply.

_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.

_19. Adjourn.

Motion by Judge Prause to adjourn; seconded by Commissioner Kubesch.

An audio recording of this meeting of May 24, 2021 is available in the County Clerk's Office.

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
MAY 24, 2021**

Minutes were taken and prepared by Kimberly Menke, County Clerk on the 24th day of May 2021 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 24th day of May 2021.

Given under my hand and official seal of office this date May 24, 2021.

