

**COLORADO COUNTY COMMISSIONERS COURT
NOTICE OF OPEN MEETING**

DATE OF MEETING: June 28, 2021 – 9:00 A.M.
BUILDING: Colorado County Courthouse, County Courtroom
STREET LOCATION: 400 Spring Street
CITY OF LOCATION: Columbus, Texas

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
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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 28th day June 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
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JUNE 28, 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**

JUNE 28, 2021

COLORADO COUNTY COMMISSIONERS COURT
NOTICE OF OPEN MEETING

FILED FOR RECORD
COLORADO COUNTY, TX

2021 JUN 24 PM 3: 28

DATE OF MEETING: June 28, 2021 – 9:00 A.M.
BUILDING: Colorado County Courthouse, County Courtroom
STREET LOCATION: 400 Spring Street
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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. Resolution recognizing Joey Ramirez, Weimar High School 2021 UIL State Track & Field Champion in High Jump.
4. Request by Applicants and Engineer seeking variance to County Development Regulations for Legacy Oaks Subdivision, a subdivision of 94.5638 acres located in the Samuel M. Williams Survey, Abstract No. 609, Precinct No. 1. (Wessels)
5. Approval of Final Plat for Legacy Oaks Subdivision and possible variance, a subdivision of 94.5638 acres located in the Samuel M. Williams Survey, Abstract No. 609, Precinct No. 1. (Wessels)
6. Application for Limited Land Division submitted by James Yearwood, et al to subdivide 2.00 acres out of a 33.85 acre tract of land located in the James Cummins Survey, Abstract No. 12, Precinct No. 3. (Neuendorff)
7. Proposals from WolfPack Rentals, LLC for purchase or monthly rental of mobile home currently in use by Colorado County EMS Station 3 and make necessary budget amendment. (Daniel)
8. Contract for Secure Short-Term Detention of Juvenile Offenders between Colorado County Juvenile Probation Department and Victoria County Juvenile Detention Center (9/1/2021-8/31/2022). (Prause)
9. Authority to advertise for Deputy County Clerk position. (Menke)
10. Establish County holidays for 2022.
11. Consent Items:
 - a. Executed Services Agreement between County Information Resources Agency (CIRA) and Colorado County for updated website hosting services.
 - b. Certificate of Completion to Tax-Assessor Collector Erica Kollaja for the completion of TACA 2021 New Tax Assessor-Collector Orientation.
 - c. Certificates of Completion to the Tax Assessor-Collector and Deputies for completion of Title Fraud Training.
 - d. Certificate of Liability Insurance posted by Cabot Oil & Gas Corporation (6/1/2021-6/1/2022).
12. Examine and approve all accounts payable and budget amendments.

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- _13. Announcements (without discussion and no action) by elected officials/department heads. (Types of Announcements: Events, Road Conditions, Weather Occurrences, Important Dates, Vacancies in Offices or Positions, Accomplishments of Individuals, and Notices)
- _14. Commissioners Court Members sign all documents and papers acted upon or approved.
- _15. Budget Workshop.
- _16. 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 (4) Public Comment Rules Forms completed:

James W. Weishuhn, Weishuhn Engineering, Agenda Items #4 & #5;

James R. Ross, Agenda Item #15; Bennie Zajicek, Agenda Item #15 and

Mark Potter, Agenda #15.

(See Attachments)

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
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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) James W. Weishuhn

Which agenda item do you wish to address? 485

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

James W. Weishuhn
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
JUNE 28, 2021

Colorado County Commissioners' Court

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Public Participation Form

Name (please print) James R. Ross

Which agenda item do you wish to address? 15

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


Signature

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

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
JUNE 28, 2021

Colorado County Commissioners' Court

✓ 15 end

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Public Participation Form

Name (please print) Bennie Zajack

Which agenda item do you wish to address? 15

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

[Signature]
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

JUNE 28, 2021

Colorado County Commissioners' Court

✓
15
end

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Public Participation Form

Name (please print) Mack Potter

Which agenda item do you wish to address? 15

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

Mack Potter
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
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- __3.** Resolution recognizing Joey Ramirez, Weimar High School 2021 UIL State Track & Field Champion in High Jump.

Judge Prause read Resolution to the Court. Joey was not present today.

**Motion by Judge Prause to approve Resolution recognizing Joey Ramirez,
Weimar High School 2021 UIL State Track & Field Champion in High Jump;
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

JUNE 28, 2021

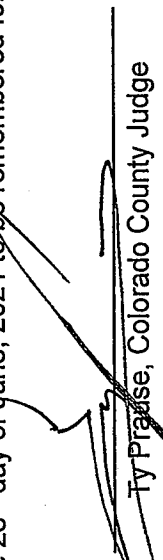
RESOLUTION OF ACCOMMODATION

BE IT KNOWN THAT the Commissioners Court of Colorado County recognizes the great accomplishments of the 2021 Weimar High School Track & Field Champion **Joey Ramirez**. Colorado County is very proud to have **Joey Ramirez** as the 2021 2A UIL State Champion in High Jump.

WHEREAS, the Court also recognizes the leadership of Coach Rick Ware and Athletic Director, Ryan McIver.

WHEREAS, the Court further recognizes **Joey Ramirez** for his desire, dedication, determination and discipline to secure the 2021 2A State Championship in High Jump. The Court is proud of the achievements of **Joey Ramirez** and applauds his skill and determination, which are necessary to attain this high level of proficiency.


THEREFORE, the Commissioners Court of Colorado County does hereby resolve to have the accomplishments spread upon the Minutes of this Court on this the 28th day of June, 2021 to be remembered for all generations to come. Given this day under the sight of God.


Ty Prasse, Colorado County Judge


Doug Wessels, Commissioner, Precinct No. 1

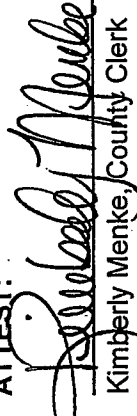

Keith Nuendorf, Commissioner, Precinct No. 3


Darrell Kubesch, Commissioner Precinct No. 2


Darrell Gertson, Commissioner, Precinct No. 4



ATTEST:


Kimberly Menke, County Clerk

**MINUTES OF THE COLORADO COUNTY
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- 4.** Request by Applicants and Engineer seeking variance to County Development Regulations for Legacy Oaks Subdivision, a subdivision of 94.5638 acres located in the Samuel M. Williams Survey, Abstract No. 609, Precinct No. 1. (Wessels)

James Weishuhn, with Weishuhn Engineering representing the applicants presented a review with slides for the Court and to answer any questions they may have.

Subdivision consists of (17) lots, ranging from 1.6 to 12 acre lots. There is a ½ mile road 20' wide. Four lots in the cul-de-sac do not meet the 100 feet road frontage requirement. Drainage was discussed and elevations of lots, some lots need to be higher. There will be a geotechnical engineering report for soil done.

Storm water detention was discussed stating the two ditches along roads should be adequate for drainage. The hydrologic or hydraulic modeling will be provided to reviewer.

Commissioner Kubesch questioned drainage and elevation concerns, and mentioned comments that were made in a 2020 meeting of the preliminary plat.

Commissioner Wessels stated that this is the first subdivision the county has had in (14) years, which will have nice homes.

Judge Prause stated that there is nothing bad about asking for variances. On item #11, there are no FEMA regulations. We have always used ditches and roads to drain water.

(See Attachment)

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JUNE 28, 2021**



June 23, 2021

Weishuhn Engineering, Inc. F-66
425 Spring St / PO Box 358
Columbus, TX 78934-0358
(979) 732- 6997

Subject: Legacy Oaks Subdivision Review – R3

Mr. Weishuhn,

Following are review comments associated with the Legacy Oaks Subdivision in Colorado Co., Texas.

Please note that a review of the submitted materials and the issuance of a permit does not alleviate the responsibility for the accuracy of the construction documents and computations with the engineer of record. This review assumes that the design engineer is qualified to perform this type of analysis, has used standards of practice common in this field of engineering and is solely responsible for the accuracy and completeness of the plans.

General:

1. Please provide a construction cost estimate with itemized quantities for all public improvements to be dedicated to the County sign/sealed by an engineer for review (as per page 65 of the subdivision regulations). Upon approval of this cost estimate, the posted bond may need to be modified. (**Section 7.1 Colorado Co. Subdivision Regulations**)

Reply:

A cost estimate is provided as Attachment B which reflects a total cost of public infrastructure to be dedicated to Colorado County in the amount of \$137,469.50.

Comment:

- 1) I estimate that there will be ~2800 CY of excavation for the off-site ditch, which would translate to a \$3.77/CY. This is extremely low compared to standard costs. Please adjust using a more reasonable cost of \$8/CY. Please update the street/ditch excavation with a similar cost.
- 2) 6" base unit cost was computed to be \$45/CY. A more reasonable value would be \$55/CY.
- 3) SETs should be more like \$1,200 EA
- 4) Please provide costs for revegetation, silt fence, temp. construction entrance, rock berms, etc.
- 5) Please provide costs for soil retention blanket
- 6) Please provide cost for ROW prep.
- 7) In the detail sheets, a Curlex Erosion Control Fabric and a geotextile fabric is mentioned. Please include these additional items in the cost estimation.

**MINUTES OF THE COLORADO COUNTY
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Reply:

A bid submitted by KDR Contractors LLC for the work is provided as Attachment B which reflects a total cost of public infrastructure to be dedicated to Colorado County in the amount of \$332,700. A Subdivision Bond for the same amount secured by Legacy is provided in Attachment C.

Comment: Development regulations require that a cost estimate be provided by the engineer of record and signed/sealed. This is to ensure that the County has a fair, independent, and reasonable bid price to justify the bond amount. This has been requested and has not been provided by the engineer of record as of the date of this comment. If the County chooses to use the bid price provided by the contractor (which has been provided), then this price may not reflect a standard bid price should the County need to go back to the market to select a new contractor to complete the job (in the event the County must complete the project). The entire reason for the bond is to provide the public and County with assurance that once lots are platted and sold, that all public infrastructure will be completed (regardless of who the developer is or who the initial contractor is). Please note that the bid provided by the contractor excludes the 2" water line, temporary erosion control, lime stabilization of subgrade (if required), and traffic control, and is therefore not a complete bid either. Furthermore, the bid is not itemized with unit prices for easy review and therefore Scheibe cannot confirm if this is a reasonable market price for this job. The ultimate decision to accept this bond remains with the Commissioners Court. Given the limited information provided to-date related to this bond, Scheibe cannot support approval of this bond.

2. Provide lienholder and owner signatures on the plat. (*Appendix 1 – Colorado Co. Subdivision Regulations*)

Reply:

The plat provided as Attachment C has been updated to reflect the owners' and the lienholders signature lines.

CLEARED

3. Please provide a 100-yr hydraulic analysis for Ratcliff Creek and provide a note on the plans indicating min. finish floor elevations based on 1-ft above the 100-yr WSELs computed for Ratcliff Creek. The finish floor elevations can be a blanket note or should vary by lots as the WSEL may vary across the subdivision. (*Colorado Co. Floodplain Ordinance, Section B (2)*)

Reply:

FEMA has not designated a 100-year flood plain on the Property as shown on the firmette in Attachment D. However, a 100-year hydraulic analysis was performed on Ratliff Creek utilizing NRCS' TR-55 program for 100-year flow development and the US Army Corps of Engineers program HEC-RAS for stream profile elevation estimation. Program output is provided in Attachment E. The plat has been updated to reflect minimum finished floor elevations (FFE's) for proposed buildings based on the hydraulic analysis. Those FFE's are two-feet higher than stream profile elevations estimated by the hydraulic modeling effort.

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CLEARED

4. Provide a drainage certification note as shown on page 23 of the Subdivision regulations. (**Section 5.5.1 Colorado Co. Subdivision Regulations**)

Reply:

The drainage certification has been provided on the plat provided in Attachment C.

CLEARED – Certificate of Drainage Design found on Final Plat.

5. Provide a street design certification as shown on page 23 of the subdivision regulations. (**Section 5.5.4 Colorado Co. Subdivision Regulations**)

Reply:

The street design certification has been provided on the plat provided in Attachment C.

CLEARED – Certificate of Street Design found on Final Plat.

6. Please clearly show the location of the benchmark on the plat figure. I see the note but cannot find the benchmark on the plat figure. (**Section 5.1.2 Colorado Co. Subdivision Regulations**)

Reply:

Benchmarks have been added to the plat provided as Attachment C.

CLEARED

7. Please provide a drainage report sign/sealed by an engineer as noted on page 68 and 69 of the subdivision regulations. (**Section 9.8 and Section 2.4 of the Road and Drainage Standards and Specifications Colorado Co. Subdivision Regulations**)

Reply:

The drainage report is provided in Attachment E. Drainage calculations are also provided on Sheets 2, 2A, 2B and 3.

CLEARED. It is assumed that the engineering seal on the cover letter of this response is the same seal for this engineering report, which is an attachment to this sealed cover letter.

8. Several lots appear to have frontage that is less than the 100' minimum noted on page 70 of the subdivision regulations. (**Table 2.5.1 Colorado Co. Subdivision Regulations**)

Reply:

There are lots with road frontage less than 100' on the side cul-de-sac streets in the subdivision. Legacy requests an exception from this requirement because the lots are not on the main access road and adequate access is provide to each lot via the cul-de-sac and the minimum driveway spacing of 52.8-feet can be accomplished with the lot sizes shown on the plat.

Comment: This comment will be cleared upon approval of this variance by Commissioners Court and their approval of a variance to the subdivision regulations.

On behalf of Legacy, WEI continues to request an exception from the Commissioners' Court regarding the minimum road frontage requirement of 100-feet because the

**MINUTES OF THE COLORADO COUNTY
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JUNE 28, 2021**



minimum driveway spacing of 52.8-feet can be accomplished with the lot sizes shown on the plat. Additionally, the lots requested for variance are located on cul-de-sac streets where impacts to traffic movement from closely spaced driveways are not expected to be a problem.

Comment: This comment will be cleared upon approval of this variance by Commissioners Court and their approval of a variance to the subdivision regulations. Scheibe has no issue with this variance request and is generally in support of it.

9. Please show side and rear BL's on the plat figure. (*Building lines are not specifically discussed in Colorado Co. Subdivision Regulations.*)

Reply:

Side and rear Building Lines have been added to the plat provided in Attachment C.

CLEARED – BL's have been located.

10. Please provide a 20' PUE easement along the front of each lot, as opposed to a 15' PUE, which is currently shown. (*I referenced adjacent Wharton Co. Subdivision regulations for this, as there are no specifications on easement widths in Colorado Co. Colorado Co. subdivision regulations due vaguely discuss easements in Section 4.1.4 (b).*)

Reply:

The plat provided in Attachment C has been revised to reflect a 20' public utility easement on the front of each lot.

CLEARED

11. Please provide a drainage easement for Ratcliff Creek that drains through the subdivision. The D.E. should contain the 100-yr WSEL from this creek. Thus, the results of the hydraulic model as noted in comment 1 above, will apply. (*Section 9.7 Colorado Co. Subdivision Regulations*)

Reply:

Legacy requests an exception to this comment. It does not seem necessary to establish an easement on top of this waterway because it is an existing natural waterway that currently drains the proposed subdivision and adjacent properties. Minimum FFE's have been established for the future residences in the subdivision that will keep development out of Ratcliff Creek and its associated areas subject to storm effects.

Comment: Please provide a new exhibit with the proposed lots and, include the calculated 100-YR floodplain through the subdivision. Please provide this to Scheibe Consulting and the Commissioners Court as part of your variance request. The Court will need to approve this request prior to final acceptance of the plat.

Reply: Legacy takes exception to this request and has not provided the requested exhibit or proposed drainage easement. WEI has developed finished floor elevations for proposed structures in our previous submittal that will provide for construction above hypothetical flood surface elevations. FEMA has not established a flood zone for Ratcliff Creek on the

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property and it seems overbearing to continue to implement more restrictive measures for developers and landowners at the county level.

Comment: The intent of the request to map the flooding area is not to establish a FEMA floodplain for insurance purposes but to clearly illustrate the potential flood risk in the subdivision for the Commissioners Court, which will help them to make a clear and informed decision on the matter related to a drainage easement. By not providing this information, there is a risk that the Court will not clearly picture the situation and existing flood risk. There is no section of code that requires the applicant to provide a map for ease of explaining the variance request to the Court and therefore this request can be ignored by the applicant.

The intent of requesting the drainage easement through the subdivision is to clearly identify the land (and prohibit construction within) that is currently subject to flood flows so that future landowners do not inadvertently block this flood flow or the channel (if the future). If this channel is blocked in the future, then adverse impacts may result. The easement would be dedicated to the public and ensure that this natural channel and flooding area remain unblocked, thereby limiting the potential for future landowner to landowner litigation and issues. The final decision on whether to grant a variance to this matter remains with Commissioners Court, however County regulations do allow for requesting/requiring a drainage easement is scenarios such as this. It appears that the developer does not wish to dedicate a drainage easement for Ratcliff Creek through this subdivision and is requesting a variance to this decision. Scheibe is not in support of this request but the final decision remains with Commissioners Court.

12. Please provide a geotechnical engineering report with pavement design recommendations as per page 65 of the subdivision regulations. (*Section 2.2.3 Road & Drainage Standards and Specifications*)

Reply:

Sheet 5, Attachment F reflects the roadway design which is in compliance with Colorado County's Road and Drainage Standards and Specifications, Section 3. Legacy requests an exception from this comment because developing a separate geotechnical report and design appears to conflict with the required specifications.

Comment: The County regulations require a geotechnical report and pavement design. This is required as per Section 2.2.3 Road and Drainage Standards. A variance will be required from the Commissioner Court and the Court will need to approve the pavement design provided prior to final approval. Please note that the current pavement design of only 6-inch flex base with 2-course chip seal seems very light weight. Scheibe Consulting does not support this variance request, but the ultimate decision is with the Commissioners Court.

Reply:

Legacy will retain the services of a Geotechnical Engineering firm to collect soil samples and provide recommendations for a pavement recommendation. Those findings will be provided upon receipt and made a provision of the engineering plans provided. WEI and

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Legacy maintain that this requirement in conflicting with the pavement recommendation provided in Colorado County's minimum requirements of the Road and Drainage Standards and Specifications, Section 3.

Comment: Please note that by approving this subdivision application without the Geotech report and associated construction plans (reflecting updates from this said report), the bond that is approved may not reflect the correct quantities and ultimate total construction cost for this job. By not having an accurate set of plans and bond, added risk is being placed on the County should the County be required to pull the bond in the future.

Furthermore, in reviewing Section 3 of the County's Road and Drainage Standards, there is no reference to pavement thickness of base or subgrade and therefore no conflicting information. This section only provides an explanation of how to construct the base, pavement, and subgrade but County regulations clearly require a geotechnical engineer to provide the recommended thicknesses of the various segments of the pavement profile. It should also be noted that the contractor's bid does not reflect the same pavement thickness as the construction plans, creating some discrepancy. Due to the various discrepancies in the plans and bid, and the fact that the Geotech report has not been provided as part of the application process, Scheibe cannot support this variance request, as it would be added risk on the County. The ultimate decision to approve this variance remains with Commissioners Court.

13. If a detention waiver is approved, then at a minimum all open channels that convey runoff from the roadway will need to contain the 100-yr flow so as not to overflow and divert water to adjacent property. (Texas Water Code 11.086)

Reply:

A detention waiver is being requested because the water shed predeveloped flow is 2,975 cubic feet per second and the developed flow is 2,986 cubic feet per second during the 100-year event as shown in Attachment E (approximately a 0.3% change).

Comment: The County Commissioners Court will need to grant a variance to impacts downstream of the site. Please note that State Law prohibits diversions of water onto adjacent property and standard engineering practice would focus on the impacts of the development alone, and would not include the off-site runoff/impacts associated with runoff timing from a hypothetical storm.

Reply:

Legacy proposes to utilize the drainage ditches in the proposed subdivision as storm water detention storage. There are 3,525 lineal feet of drainage ditches with a cross section area of 28.75 square feet on the east side of the proposed subdivision for a total storage of 2.3 acre-feet. There are 3,460 lineal feet of drainage ditches with a wet cross section area of 28.75 square feet on the west side of the proposed subdivision for a total of 2.2 acre-feet on the east side of the proposed subdivision. A restrictor (dam with two-12" diameter orifices) will be placed in each outfall ditch to limit low to the 100-year, one hour intensity

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storm event of 4.17 inches, or 30 cubic feet per second (cfs) for the east side and 29 cfs for the west side. See updated drawings provided in Attachment D.

Comment: It appears that the developer desires to utilize public ROW ditches for private detention related to this development, as opposed to requesting a variance from detention. Scheibe has not reviewed any calculations related to the proposed detention design, as no calculations have been provided (other than the limited information in the latest response) to justify the volume required. Scheibe is not in support of a detention facility within public ROW (that will ultimately require the County to maintain), but the ultimate decision is with Commissioners Court. It is desirable for detention to be maintained by landowners or an HOA, and not the County. By the County approving detention in future County ROW, the County will be taking responsibility for ensuring that this detention remains effective and may be taking on liability for this detention facility in perpetuity.

14. If any hydrologic or hydraulic modeling is performed, please provide these models in the next submittal. (*Section 2.4.6 Road & Drainage Standards and Specifications*)

Reply:

No noted. See Attachments E, Sheets 2A and 2B, Attachment F.

Comment: No model was submitted to review. Comment remains.

Reply:

WEI has documented the models utilized and provided the respective model outputs in previous correspondence. See updated model output provided in Attachment E. WEI requests the Commissioners' Court clear this comment.

Comment: No model was submitted to review as requested. The model output data presented in Attachment E consists of an output table and model cross-sections. The model cross-sections have not been provided on a map for ease of correlating the model analysis/results to the physical development and therefore cannot be effectively reviewed by Scheibe. As a result, Scheibe cannot confirm whether the finish floor elevations set by the Engineer of Record are reasonable or not, nor can Scheibe assist with communicating to the Court the level of flood risk to this subdivision. The decision to ignore this comment will remain at the discretion of the Commissioners Court. Based on the information provided to-date, Scheibe cannot finalize the review of this model or the finish floor elevation recommendations as noted on the subdivision plat.

Construction Plans:

15. Sheet 2 – The DA's shown do not cover the entire subdivision. There are several lots that do not have any drainage areas shown or computations provided for. (*2.3.4 (g) Road & Drainage Standards and Specifications*)

Reply:

The drainage areas in the original hydraulic analysis are suitable to develop hydraulic flows in the subdivision's proposed drainage structures and ditches.

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CLEARED: Comment cleared due to the added drainage computations associated with the overall impact analysis.

16. Please provide an existing drainage computation sheet and a proposed drainage computation sheet(s). These sheets should show the drainage patterns in existing conditions and the changed drainage patterns in proposed conditions. Please provide a longest flow path for each DA. Please provide a comparison of existing versus proposed discharge leaving the overall subdivision. If there is an increase in runoff from the development, then a detention may be required, or a waiver will be needed from Commissioners Court. **(2.3.4 Road & Drainage Standards and Specifications)**

Reply:

Existing and proposed drainage computation with respect to the entire drainage basin have been provided as Sheets 2A and 2B, Attachment F.

Comment:

- a. Drainage Area A does not seem reasonable given that the northern segment of this drainage area is following close to the center line of a swale that drains to the north of the site and does not follow a high ridge. Furthermore, the north edge of DA C is located at the center of a channel and therefore does not make sense. Also, are you sure that area north of IH-10 drains through this site. It appears to drain to the east as per your topo map.
- b. Please note that the Atlas 14 100-yr, 24-hr rainfall for this area is 14.2 Inches not 11.6 inches. What is the basis for using 11.6 inches? Please update your computations and please update your RAS model before submitting for review.

Reply:

- a. *The drainage area plan submitted was a conservative approach for estimating the storm water run-off. There are culverts under Interstate 10 that may convey storm water from north to south and accordingly we included some of the northern area as a conservative measure. However, we have modified our drainage areas per your comments and provide the revised drawing as Attachment D.*
- b. *The TR-55 model utilized 11.6 inches for Colorado County's 100-year storm intensity. Colorado County's regulation does not mandate the intensity in their rule. We do understand the increase in rainfall intensity since recent storm events. Accordingly, the TR-55 estimates have been modified to reflect the Atlas 14 intensities. See Attachment D for revised TR-55 model flow output and Attachment E for revised HEC-RAS output.*

Comment: a. Drainage area has been adjusted according to comment (a).

CLEARED

- b. **No output data for TR-55 was provided in Attachment D as noted in the comment response and therefore, Scheibe cannot confirm if these updates where made. Secondly, the information provided in Attachment D related**

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to the RAS model updates is insufficient to review and confirm if the subdivision plat finish floor elevations were updated based on this latest update with Atlas 14 rainfall statistics. It is assumed that the finish floor elevations were not updated based on this updated hydraulic analysis, as the subdivision plat (with labeled finish floor elevations) provided in this latest submittal was sealed on 4-15-21 and the updated model reported in the comment response letter are dated 6/4/21.

Scheibe requests that the applicant please provide the TR-55 input output data as noted in your comment response and please provide a copy of the RAS model for review. Without this information, Scheibe cannot complete the review. The ultimate decision to ignore this comment remains with Commissioners Court.

17. Sheet 3 – The proposed drainage computations shown on the Basin/Lot Runoff Computations, Pre and Post Development” table indicate that the Tc will increase in proposed conditions. This is counter intuitive and there are no computations of Tc provided to justify this logic. Typically, when you add impervious cover and concentrated flow via roadside ditches, there is an increase in velocity and decrease in Tc. Furthermore, Rational Method C-values do not remain the same between existing and proposed conditions. The addition of the homes and streets will result in an increase in C-value. Please revise this table based on standard engineering practice. **(2.3.4 (h) Road & Drainage Standards and Specifications)**

Reply:

The time concentration (Tc) value does increase per the calculations shown on Sheet 3 of 9, Attachment F. Tc increases because of the roadside ditches intercepting the flow, restricting it with driveway culverts and then directing the flow south which increases Tc. C values were maintained at pre-developed scenarios for the large lot/low impact subdivision. Sheets 2A and 2B, Attachment F reflect insignificant flow changes and run off curve number changes for the developed subdivision relative to the water shed. Accordingly, we request exception to this comment.

Comment: The runoff coefficient should be based off a composite computation that takes into account the added impervious cover from the roadway and the homes, assuming a reasonable value for each lot. The table provide of Sheet 3 does not make sense as a fair comparison of existing versus proposed conditions, as the drainage areas would be much different between the two analyses. Please remove the “Peak Flow Analysis Existing vs Proposed conditions” table from Sheet 3 as Weishuhn has already provided a comparison of existing versus proposed conditions on Sheets 2A and 2B that clearly quantify an impact, which is counter to L. Lopez’s sheet 3. L. Lopez’s sheet 3 should focus on the proposal drainage only.

Reply:

So noted. The Peak Flow Analysis Existing versus Proposed Condition table of Sheet 3 has been removed as shown on the drawing provided in Attachment D.

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CLEARED

18. Sheet 3 – “Design Summary Combined Open Ditch / Storm Sewer Calculations” table. In this table the Tc calculations show an overland flow length of 1,190 ft in some cases. TR-55 suggests a max. sheet flow length of 300-ft and in developed conditions, I recommend a max. of 100-ft. Please update/correct Tc computations to follow standard engineering practice. (**Page 3-3 R-55, Urban Hydrology for Small Watersheds**)

Reply:

The drainage calculations provided on Sheets 2A and 2B, Attachment F reflect 100' of sheet flow per TR-55 modeling requirements.

CLEARED

19. Please provide a profile for all culverts that will cross a public roadway or roadway to be dedicated to the public. Please ensure that these culverts can convey the 10-yr flow without overtopping the banks of the roadside ditch. (**2.3.5 (9) Road & Drainage Standards and Specifications**)

Reply:

Sheet 3, Attachment F reflects elevations that demonstrate that the 10-year storm event will be contained in the proposed ditches and culverts.

Comment: This information may need to be updated once the hydrology has been updated.

Reply:

Atlas 14 intensities were utilized for culvert calculations. Accordingly, we have not made any changes relative to this comment.

CLEARED

20. Please provide a 10-yr and 100-yr HGL along all roadside ditch profiles shown on the plans. Ensure that the roadside ditches proposed will contain the 10-yr peak flow without overtopping. (**2.3.5 (b) (5) and Section 2.1 Road & Drainage Standards and Specifications**)

Reply:

Sheet 3, Attachment F reflects elevations that demonstrate that the 10-year storm event will be contained in the proposed ditches and culverts. The 100-year event is not rule required.

Comment: This information may need to be updated once the hydrology has been updated.

Reply:

Atlas 14 intensities were utilized for culvert calculations. Accordingly, we have not made any changes relative to this comment.

CLEARED

21. Label all roadway radii. They must be 25' minimum. (**Table 2.5.1 Road & Drainage Standards and Specifications**)

Reply:

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Roadway radii are provided in the table on the plat provided in Attachment B and are greater than 25'.

CLEARED - Found in Attachment C in the Updated Plat.

22. Please provide stationing in plan view for all sheets so that the contractor and county can correlate the profiles to the plan view drawings. **(2.3.5. (a) (3) Road & Drainage Standards and Specifications)**

Reply:

So noted. Stationing is shown on the drawings provided in Attachment F.

CLEARED with comment. It does not appear that the stationing was added to the plan view, but the profile appears to align with plan view and can be used.

23. Please show how proposed pavement will tie into FM 2434. **(2.3.5 (a) (11) Road & Drainage Standards and Specifications)**

So noted. The pavement tie-in to FM 2434 is shown on the Sheet 5 of the revised drawings provided in Attachment F.

CLEARED with comment. It appears from the profile that the proposed pavement will tie into the existing roadway at a higher elevation than the existing roadway current is constructed to. It is assumed that this design issue will be resolved in construction.

24. Please provide a permit from TxDOT for connecting to FM 2434. **(This is not specifically required, but is recommended to ensure coordination with TxDOT).**

TxDOT permit for connecting to FM 2434 is provided in Attachment G.

CLEARED

25. Please add 100-yr and 10-yr HGL to the typical section for the ditch on sheet 5. **(2.3.5 (b) (5) and Section 2.1 Road & Drainage Standards and Specifications)**

Sheet 3, Attachment F reflections elevations that demonstrate the 10-year storm event will be contained in the proposed ditches and culverts.

CLEARED

26. Provide a cross-slope to the roadway typical section shown on sheet 5. **(2.3.6 (a) Road & Drainage Standards and Specifications)**

So noted. The cross slope has been added to the typical roadway section on Sheet 5 of the revised drawings provided as Attachment F.

CLEARED

27. Typically, an engineer provides the month, day, and year in the seal. Please verify that just using the month and year is sufficient for board rules. **(TBPE Rules 137.33 (c) (2))**

James W. Weishuhn, P.E. will be sealing the drawings with month, date and year shown. See the revised drawings provided as Attachment F.

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CLEARED

28. Please provide roadway signage and sign details for stop signs. **(2.3.8 Road & Drainage Standards and Specifications)**

Roadway signage and sign details for stop signs have been added to Sheet 1A of the revised drawings provided in Attachment F.

CLEARED

29. Please provide trench details for all trenches in public ROW. **(2.3.9 Road & Drainage Standards and Specifications)**

A trench detail for trenches in the public right of way has been added to the Sheet 1A of the revised drawings provided as Attachment F.

CLEARED

30. Sheet 8 – Please provide a legend that defines “RFB”. **(2.3.5 (a) (2) Road & Drainage Standards and Specifications)**

The legend has revised to reflect RFB: Reinforced Fabric Barrier, on Sheets 8 of the revised drawings provided in Attachment F.

CLEARED

31. Please provide general notes that require construction to adhere to Colorado County Specifications. That note that all disturbed areas shall be revegetated with a minimum of 4” of topsoil. **(2.3.3 (e) Road & Drainage Standards and Specifications)**

The required general note has been added to Sheet 1 and Sheets 4 thru 9 of the revised drawings provided as Attachment F.

CLEARED

32. Note that all open channel side slopes shall have a TRM placed to hold the topsoil and seed mix until stabilized. **(2.3.3 (e) Road & Drainage Standards and Specifications)**

So noted. The detail has been updated to reflect Temporary Reinforcing Material (TRM) placed to hold the topsoil and seed mix until stabilized as shown on Sheet 5, Attachment F.

CLEARED

33. Add a note stating that all detention and drainage facilities and channels are to be maintained by the owner(s) of each lot that they are contained within. **(This is not specifically discussed in County regulations, but otherwise the County will be responsible for long-term maintenance – This is the current practice in Wharton Co.)**

The required notes regarding drainage maintenance by owners has been added to the Plat provided in Attachment C.

CLEARED

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34. Add note that states that the contractor is responsible for providing independent laboratory testing report of materials compliance, including subgrade and base material densities, compaction tests, and compressive strengths. (**Section 3.3 Specifications for Paving and Drainage Improvements**)

The required note regarding testing has been added to Sheet 1A, Attachment F.

CLEARED

35. Add a note that the contractor shall provide an affidavit of construction compliance and the engineer shall provide an affidavit of construction compliance prior to dedication of roadway to the County. (***This is not specifically required in Colorado Co. regulations, but is in Wharton Co. I feel this is a good practice as it holds the contractor and engineer of record responsible for ensuring construction meets the approved plans.***)

The required note regarding construction compliance has been added to Sheet 1A, Attachment F.

CLEARED

36. Add a note that laboratory testing shall include the following at a minimum:

- a. Subgrade – width, depth, density, and P.I.
- b. Base – width, depth, density, crown
- c. Surface – width, depth, extraction and stability
- d. Concrete – compressive strength.

(Section 3 Specifications for Paving and Drainage Improvements)

The required note regarding construction compliance has been added to Sheet 1A, Attachment F.

CLEARED

37. Please provide standard SWPPP and NOI notes to ensure contractor is in compliance and maintains compliance to TCEQ regulations. (**Texas TPDES General Permit Requirements**)

The required note regarding Construction Storm Water Pollution Prevention and Notice of Intent to comply has been added to Sheet 1A of the revised drawings provided as Attachment F.

CLEARED

38. Add a note that all culverts under dedicated roadways shall be RCP, minimum class III. (**Section 3.7.2 Specifications for Paving and Drainage Improvements**)

The culvert not material has been added to Sheet 1A, Attachment F and reflects H20 material which is more conservative than Type III.

CLEARED

39. On sheet 2 please provide the following updates:

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- a. Show the longest flow path on the existing drainage plan sheet and also on the proposed drainage plan sheet. You may need to create a new sheet for existing. Please provide sub-segments of sheet flow, shallow flow, and channel flow within the longest flow paths shown. **(2.3.4 (h) Road & Drainage Standards and Specifications)**

Reply:

Sheets 2A and 2B, Attachment F reflect the flow basis for the proposed subdivision.

This comment remains. The sub-segments were not indicated on the drainage report attachments.

- b. What is meant by the comment, "Culverts shown on computation sheet may be placed anywhere along lot frontage." Are these the proposed culverts? Why are they not written into the plan sets? In the Development Regulations for Colorado County, Item 6.5, Residential Driveways.

6.5 Residential Driveways. Driveways serving residential development shall be spaced at the minimum interval of 52.8 feet. Shared culverts and driveway approaches within the right of way are permitted between adjoining lots.

(6.5 Development Regulations)

The referenced note has been removed and a note specifying a minimum spacing of 52.8-feet has been provided on Sheet 1A.

CLEARED

- c. Include additional information on the residential culverts. Material type, pipe diameter, etc. **(2.3.4 (h) Road & Drainage Standards and Specifications)**

Additional information on the residential culverts relative to type and diameter is provided on Sheets 2 and 3, Attachment F.

CLEARED

40. On sheet 5, along Legacy Ct. an RCP culvert is being installed with a note of "See Sheet1." What is this referencing on Sheet 1. **(2.3.5 Road & Drainage Standards and Specifications)**

The note has been modified to read Sheet 4 and clarifies the continuation of the roadway on Sheet 5. Sheet 5 has been modified accordingly.

CLEARED with comment. The sheet actually references Sheet 3.


Based on these findings, I feel the applicant's Permit submittal is **not** sufficiently complete for issuance of a permit to construct; **however, all remaining comments are at the discretion of the Commissioners Court to decide and Scheibe will defer to the Court on the final decision.** If the Court does not approve clearing all remaining comments, then the applicant needs to resubmit updated plans, reports, calculations, and respond to all comments in letter format before the next round review will commence.

Please let me know if you have any questions regarding this review.

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Sincerely,
Scheibe Consulting, LLC


Eric Scheibe, PE, CFM
PO BOX 161357
Austin, TX 78716
512-263-0418
TBPD Firm #13880

Cc: Mr. David Kotzebue, CFM (Colorado County Floodplain Administrator)
Cc: Doug Wessels (Commissioner, Pct 1)
Cc: Honorable Judge Ty Prause (Colorado County Judge)
Cc: Nicole Velarde, EIT, CFM (Scheibe Consulting, LLC)

**MINUTES OF THE COLORADO COUNTY
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- __5.** Approval of Final Plat for Legacy Oaks Subdivision and possible variance, a subdivision of 94.5638 acres located in the Samuel M. Williams Survey, Abstract No. 609, Precinct No. 1. (Wessels)

Variance request for ½ mile road 20' wide; approved 4 ayes 1 nay (Kubesch);

#8 – 100' minimum frontage with exception to lots in cul-de-sac, #14, #5, #6 and

#13; approved 4 ayes 1 nay (Kubesch);

#11 – no variance, our regulations do not require a variance, approved without a variance; 5 ayes;

#12 – no action required, they will do geotechnical report;

#13 – storm water detention variance requested, approved 4 ayes 1 nay (Kubesch);

#14 & 16B – calculations on hydraulics; 4 ayes 1 nay (Kubesch).

Commissioner Wessels stated that we are voting today, but all paperwork subject to changes will be brought back to the Court.

Judge Prause stated that what we have before us today is to approve the Final Plat with these items we just covered.

Commissioner Kubesch stated for the record, on April 27th, 2020, when Commissioner Hahn stated that David Leyendecker go by our guidelines which we put in place years ago, then everything should be good, and that was to approve the preliminary plat and I voted for that, but know with these variances coming forth I don't think the County needs this liability of drainage, whether it be 1 year, 2 years, 10 years or 30 years down the road, should there be a bond put in place?

Motion by Commissioner Wessels to approve Final Plat for Legacy Oaks Subdivision and possible variance, a subdivision of 94.5638 acres located in the Samuel M. Williams Survey, Abstract No. 609, Precinct No. 1, with variances as presented today; seconded by Commissioner Gertson; 4 ayes 1 nay (Kubesch); motion carried, it was so ordered.

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- __6.** Application for Limited Land Division submitted by James Yearwood, et al to subdivide 2.00 acres out of a 33.85 acre tract of land located in the James Cummins Survey, Abstract No. 12, Precinct No. 3. (Neuendorff)

Commissioner Neuendorff informed this is at the corner of FM 109 and Bruner Mill Road.

Motion by Commissioner Neuendorff to approve Application for Limited Land Division submitted by James Yearwood, et al to subdivide 2.00 acres out of a 33.85 acre tract of land located in the James Cummins Survey, Abstract No. 12, Precinct No. 3;

seconded by Commissioner Kubesch (thanking Mr. Yearwood for keeping Colorado County going in the positive direction by going with the (2) acre tract instead of a (1) acre tract); 5 ayes 0 nays; motion carried, it was so ordered.

(See Attachment)

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APPLICATION FOR LIMITED LAND DIVISION
IN COLORADO COUNTY, TEXAS

FILED FOR RECORD
COLORADO COUNTY, TX

2021 JUN 10 AM 10:51

RIMBERLY MENKE
COUNTY CLERK

Name of person(s) dividing property: James Yearwood, et al
Address: 1193 Yearwood Rd Columbus, TX 78934
Work phone: 979-732-3750 Home phone: 979-732-7532
Precinct where property located: 3 Pct. Commissioner: Keith Neuvendorff
Size of Original Tract before division: 33.85 acres
Size of Remainder Tract after division: 31.85 acres
Size of each new lot: 1. 2 acres 2. _____ acres
3. _____ acres 4. _____ acres
Surveyor's Name: Jacob W. Barten
Surveyor's Address: 3554 FM 109 Columbus TX. 78934
Surveyor's work phone: (979) 732 2086
Has there been a prior Limited Land Division of the Original Tract? NO
If so, state the number of tracts and date divided: _____

I am the owner of 33.85 acres of land (size of original tract) out of the
James Cummins Survey,
Abstract # 12, Colorado County, Texas, which was conveyed to
me by deed, dated February 22, 2008, and recorded in Volume
583, Page 80, Colorado County Deed/Official Records.

I seek approval to subdivide 2 acres of land (total size of all new lots) out of the
Original Survey, in accordance with the attached plat, subject to any and all easements
or restrictions heretofore granted, and do hereby dedicate to the buyers or recipients
of the property shown herein, the use of the streets and/or easements shown.

I understand that construction or other development within this Limited Land Division
may not begin until all Colorado County development requirements have been met.

I understand that no structure in this Limited Land Division shall be occupied
until:

1. it is connected to a public sewer system or to an on-site wastewater
system, which has been approved and permitted by Colorado County;
and
2. it is connected to an individual water supply, state-approved community

**MINUTES OF THE COLORADO COUNTY
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water system, or engineered rainwater collection system.

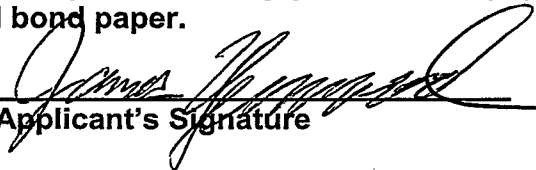
I understand that all drainage easements shall be kept clear of fences, buildings, plantings, and other obstructions to the operation and maintenance of the drainage facilities.

I further understand that this exemption from Colorado County Road Standards for this property division is based on the presumption of four (4) new lots or fewer. Any re-division that results in a greater number of lots may trigger a requirement that the road(s) be built according to the Colorado County Road and Drainage Standards and Specifications. I realize that Colorado County is under no obligation to pave the unpaved roads in the subdivision.

I represent that the new lots that are created by this Limited Land Division are not within the boundaries of any municipality's city limits or area of extra-territorial jurisdiction. (The extra-territorial jurisdiction is within 1/2 mile of a city of less than 5,000 people and within one mile of a city with a population between 5,000 and 24,999.)

This property has not been divided as a Limited Land Division in the last five years, and I further understand that I cannot further divide the above remainder tract as a Limited Land Division for five (5) more years from the date this plat is recorded.

Attached to this application are one (1) original plat on twenty-pound bond paper for recording and two (2) copies on standard bond paper.

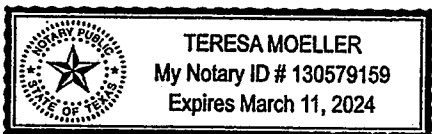


Applicant's Signature

SWORN TO AND SUBSCRIBED before me on this the 8 day of June, 2021.



Notary Public, State of Texas



Applicant's Signature

SWORN TO AND SUBSCRIBED before me on this the _____ day of _____, 20____.

Notary Public, State of Texas

MINUTES OF THE COLORADO COUNTY
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CERTIFICATION BY SURVEYOR

I have provided one (1) original plat on twenty-pound bond paper for recording and two (2) copies on standard bond paper.

I hereby certify by the checkmark or "x" next to each item below that the plat that I have prepared includes the following:

- A title of "Limited Land Division"
- North arrow and date
- At least two corners of the remainder tract
- Location of new lots in relation to original survey
- Acreage and dimensions of all new lots
- Bearings & dimensions of lot boundaries
- Location and description of all easements
- Buildings and ponds (approximate location)
- Name and address of owner
- Name and address of surveyor/engineer
- Floodplain area and boundary
- Scale as appropriate, but not greater than 1 inch = 400 feet
- Plat size: 8 1/2 x 14 with 1/2 inch margin at the top and 1/4 inch margin on sides
- Certification by surveyor: "I, Jacob W. Barten, a Texas Registered Professional Land Surveyor, certify that this plat has been prepared in accordance with the Subdivision Rules of Colorado County. All existing pipeline easements ^{visible on the ground at the time of survey} within the limits of the subdivision have been shown."
- FEMA Flood Plain Note: (one or the other)
 - "A portion of this land division lies within the boundaries of the 100 year flood plain as delineated on the FEMA Flood Insurance Rate Map of Colorado County, Community Panel # 48089C02600, dated _____." OR
 - "No portion of this land division lies within the boundaries of the 100 year flood plain as delineated on the FEMA Flood Insurance Rate Map of Colorado County, Community Panel # 48089C02600, dated February 4, 2011."

Jacob W. Barten
SURVEYOR (print)

Jacob W. Barten
SURVEYOR (signature)

MINUTES OF THE COLORADO COUNTY
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CERTIFICATE OF COUNTY APPROVAL

STATE OF TEXAS
COUNTY OF COLORADO

The undersigned, County Judge and County Clerk or Deputy County Clerk of Colorado County, Texas, hereby certifies that on the 28 day of June, A.D., 2021, the Commissioners Court of Colorado County, Texas approved the foregoing Limited Land Division and authorized the filing for record of this plat, and said order has been duly entered in the minutes of the said Court in Volume _____, Page _____.

Laserfiche CCM 06/28/2021

WITNESS MY HAND AND SEAL OF OFFICE this the 28th day of June, 2021.

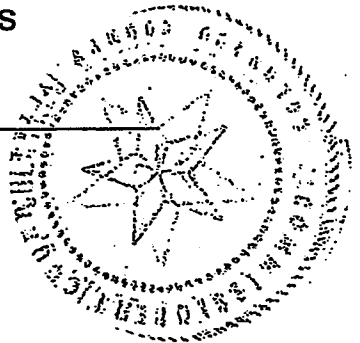


COUNTY JUDGE
COLORADO COUNTY, TEXAS



COUNTY CLERK
COLORADO COUNTY, TEXAS

By: _____
Deputy Clerk



CERTIFICATE OF RECORDING

STATE OF TEXAS
COUNTY OF COLORADO

As County Clerk or Deputy County Clerk of Colorado County, Texas, I do hereby certify that the foregoing instrument of writing was filed for record in my office on the 29th day of June, 2021, and duly recorded on the 9th day of July, 2021, in the Official Records of Colorado County, Texas, in Volume 966, Page 839.



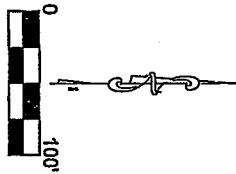
COUNTY CLERK, COLORADO COUNTY, TEXAS

By: 

Deputy Clerk



**MINUTES OF THE COLORADO COUNTY
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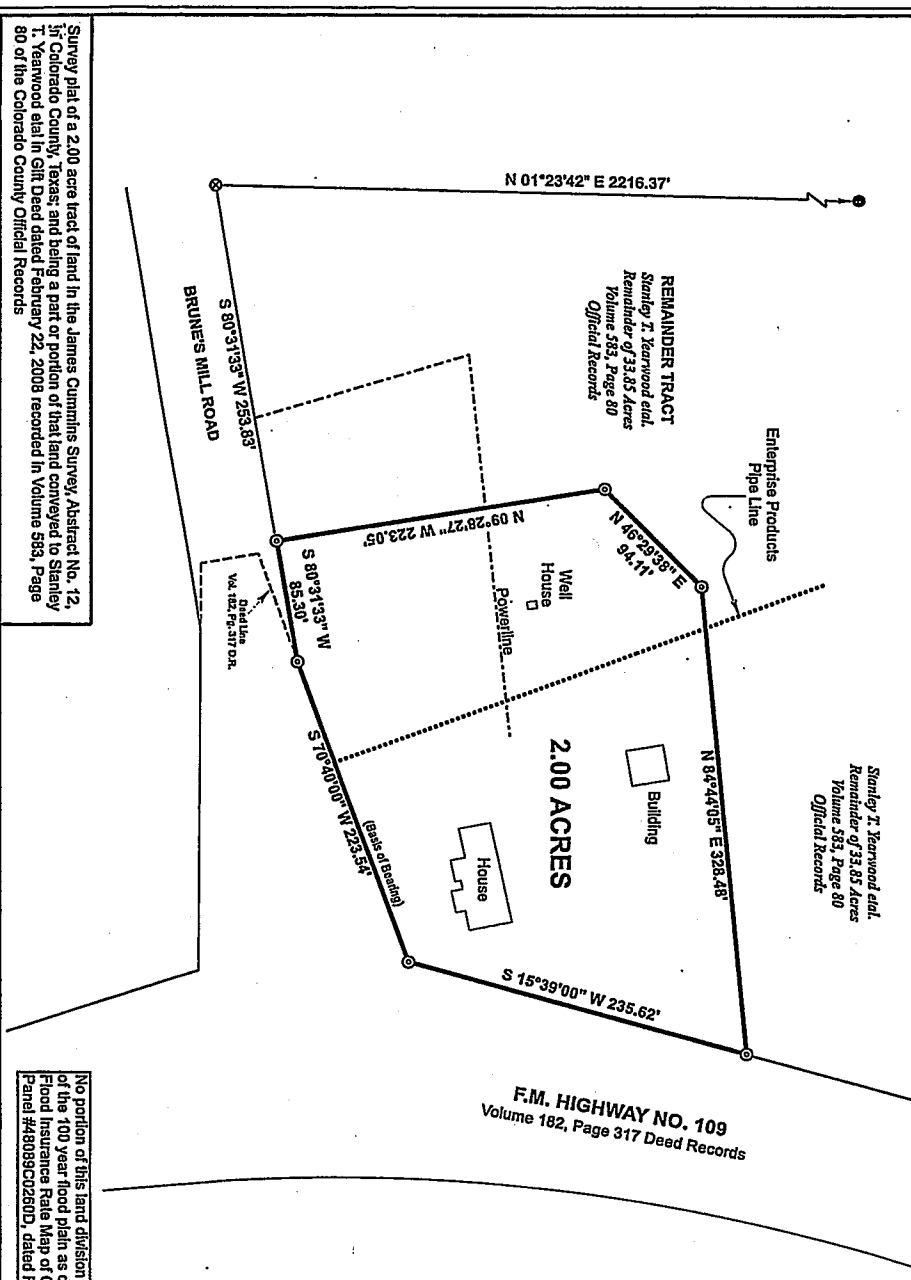
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LIMITED LAND DIVISION

**COLORADO COUNTY, TEXAS
JAMES CUMMINS SURVEY
ABSTRACT NO. 12**

Project No. 041221-027
Date: May 20, 2021
Address: 3505 Bruines Mill Road

LEGEND	
	Set 1/2" Tom Rod
	Corner Post
	Found 3/8" Tom Rod



Survey plat of a 2.00 acre tract of land in the James Cummins Survey, Abstract No. 12, in Colorado County, Texas; and being a part or portion of that land conveyed to Stanley T. Yearwood et al in Gift Deed dated February 22, 2008 recorded in Volume 583, Page 80 of the Colorado County Official Records

No portion of this land division lies within the boundaries of the 100 year flood plain as delineated on the FEMA Flood Insurance Rate Map of Colorado County, Community Panel #48089C0260D, dated February 4, 2017.

Notes
This survey was performed without the benefit of a title commitment.

This property is subject to the easements, restrictions, covenants, and conditions, which may be applicable.

This property is subject to the rights of the public to any area located within a public roadway, street, or alley.

All fences are shown in their approximate location.

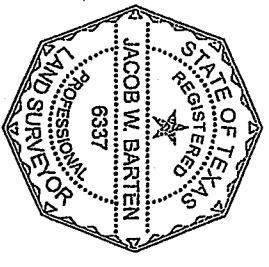
This survey was performed without the benefit of an abstract of title.

This is a boundary survey only with the exception of those improvements or easements visible on the ground at the time of survey.

All original prints paid for by the client and supplied to the client remain the property of the client. Texas Land Systems retains copyright to all survey documents and depictions produced. No part of this document may be reproduced or altered.

This survey is considered an unofficial document unless having an original signature and seal of surveyor.

By the acceptance and use of this document, you hereby acknowledge that you have read, understand and agree with the above notes.



TEXAS LAND SYSTEMS
Surveying & Mapping
3554 FM 109 Columbus, Texas 78834
Phone: (979) 732-2086
Firm Registration No. 10193708

I, Jacob W. Barten, Registered Professional Land Surveyor No. 6337 of Colorado County, Texas hereby state that this plat represents the results of an on the ground survey, performed under my supervision.

Jacob W. Barten
Jacob W. Barten, RPLS 6337

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

JUNE 28, 2021

- 2810

FILED FOR RECORD
COLORADO COUNTY, TX

2021 JUN 29 PM 2: 04

KIMBERLY MENKE
COUNTY CLERK

N.D.

STATE OF TEXAS COUNTY OF COLORADO
I hereby certify that this instrument was FILED on the
date and time stamped hereon by me; and was duly
RECORDED to the Volume and Page of the OFFICIAL
RECORDS of Colorado County, Texas and stamped
hereon by me.

JUL - 9 2021



Kimberly Menke
KIMBERLY MENKE
COUNTY CLERK, COLORADO COUNTY, TEXAS

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**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
JUNE 28, 2021**

- __7.** Proposals from WolfPack Rentals, LLC for purchase or monthly rental of mobile home currently in use by Colorado County EMS Station 3 and make necessary budget amendment. (Daniel)

Amanda Daniel, EMS Director stated that the mobile home which was donated when Station 3 got flooded, the year is up in August. We can either purchase the trailer for \$18,000.00 or rent it for \$1200.00 per month.

The satellite and Direct TV, they are asking back, so we will have to find something.

Motion by Commissioner Gertson to approve to purchase mobile home currently in use by Colorado County EMS Station 3 from WolfPack Rentals, LLC and make necessary budget amendment; seconded by Judge Prause; 5 ayes 0 nays; motion carried, it was so ordered.

(See Attachment)

MINUTES OF THE COLORADO COUNTY
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JUNE 28, 2021



WOLFPACK RENTALS, LLC

4122 HWY 90A PO BOX 247 ALTAIR, TX 77412
PHONE: 979-234-5400 FAX: 979-234-2599

PROPOSAL

April 13, 2021

Colorado County TX EMS
Eagle Lake TX

Purchase of Mobile home currently in use by Colorado County EMS \$18,000.00
As is condition, Direct TV receivers must be returned.

Rental was waived for 12 months, Monthly rental will begin on August 1, 2021

Justin Jansky

MINUTES OF THE COLORADO COUNTY
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WOLFPACK RENTALS, LLC

4122 HWY 90A PO BOX 247 ALTAIR, TX 77412
PHONE: 979-234-5400 FAX: 979-234-2599

PROPOSAL

April 13, 2021

Colorado County TX EMS
Attn: Michael Furrh
Eagle Lake TX

Monthly rental of Mobile home currently in use by Colorado County EMS	\$1,200.00
Rental was waived for 12 months, Monthly rental will begin on August 1, 2021	
Return fees will be charged when Mobile home is returned.	\$2,000.00

Justin Jansky

**MINUTES OF THE COLORADO COUNTY
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Wolf Pack Rentals, LLC

Altair, TX 77412
4122 Highway 90 A

Phone-(979)234-5400

Fax-(979)234-2599

Bill To

Colorado County TX EMS
Attn: Michael Furrh
Eagle Lake, TX 77434



Invoice		Rig	
#	94101	Lease Name	EMS Station
Date	7/9/2020	County/Parish	Colorado County TX
Terms	Net 30 Days	Attention:	Michael Furrh
		AFE/PO#	
		Start Rent	
		End Rent	

S.O. No.	Qty	Description	Asset No.	Rate	Amount
	12	Mobile Home Monthly Rental Mobile home used for EMS Station Rental charges waived for 12 months Rental terms to be renegotiated after 12months		0.00	0.00T
	1	Mobile Home Delivery & Set-up Rig down and return fees will be charged when released.		2,000.00	2,000.00T

Remit to address: PO Box 19129; Houston, TX 77224	Subtotal	\$2,000.00
	Sales Tax (0.0%)	\$0.00
	Payments/Credits	\$0.00
	Balance Due	\$2,000.00

**MINUTES OF THE COLORADO COUNTY
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- __8.** Contract for Secure Short-Term Detention of Juvenile Offenders between Colorado County Juvenile Probation Department and Victoria County Juvenile Detention Center (9/1/2021-8/31/2022). (Prause)

Judge Prause informed the daily rate is set at \$120.00 per day, increased \$10.00 per day from last year.

**Motion by Commissioner Wessels to approve Contract for Secure Short-Term Detention of Juvenile Offenders between Colorado County Juvenile Probation Department and Victoria County Juvenile Detention Center (9/1/2021- 8/31/2022); seconded by Commissioner Kubesch; 5 ayes 0 nays; motion carried, it was so ordered.
(See Attachment)**

**MINUTES OF THE COLORADO COUNTY
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**2nd 25th Judicial District
Community Supervision and Corrections Department**

Jessica Richard Crawford
District Judge
2nd 25th Judicial District

Roseann Mikes
Director

William D. Old III
District Judge
25th Judicial District

June 9, 2021

Colorado County Commissioners Court
Colorado County Courthouse
Columbus, Texas 78934

Attn: Colorado County Judge

Dear Judge Prause:

Enclosed please find the Contract for Secure Short-Term Detention of Juvenile Offenders between Colorado County Juvenile Probation Department and the Victoria County Juvenile Detention Center.

The term of this agreement is from September 1, 2021 through August 31, 2022. The contract will automatically renew each year on September 1, unless terminated as indicated in the contract. The daily rate is set at \$120.00 per day. This is a rate increase of \$10 per day.

We respectfully request the Colorado County Commissioners' Court's approval for this service agreement. Upon approval, please place your signature on the page marked.

Please return the completed agreement to the Colorado County Probation Department.

If you have any questions, please feel free to contact me at (361) 798-3714.

Sincerely,

A handwritten signature in black ink, appearing to read "Keith Garner".

Keith Garner
Deputy Chief Probation Officer
2nd 25th Judicial District
Lavaca, Gonzales and Colorado County

Lavaca County
P.O. Box 330
Hallettsville, Texas 77964
361/798-3714
Fax # 361/798-5904

Gonzales County
P.O. Box 24
Gonzales, Texas 78629
830/672-6571
Fax # 830/672-6401

Colorado County
1023 Milam
Columbus, Texas 78934
979/732-8321
Fax # 979/732-2674

MINUTES OF THE COLORADO COUNTY
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Victoria County Juvenile Justice Center
Detention Services Agreement
September 1, 2021– August 31, 2022

CONTRACT AND AGREEMENT FOR SECURE SHORT-TERM
DETENTION OF JUVENILE OFFENDERS
SPACE AVAILABLE

STATE OF TEXAS
COUNTY OF VICTORIA

VICTORIA COUNTY JUVENILE BOARD
VICTORIA COUNTY JUVENILE JUSTICE CENTER
Detention Services

September 1, 2021 - August 31, 2022

This Agreement is entered into by and between Colorado County, acting by and through its duly authorized representative (hereinafter "Juvenile Probation") and the Victoria County Juvenile Board, acting by and through its duly authorized representative and the County Judge, concerning detention services provided at the Victoria County Juvenile Justice Center (hereinafter "the Facility") by the Victoria County Juvenile Services Department (hereinafter "Service Provider") pursuant to license granted by the Texas Juvenile Justice Department and/or any other appropriate State agency with licensure or regulatory authority over this facility ("Service Provider").

ARTICLE I
PURPOSE

- 1.01 Whereas Colorado County, in order to carry out and conduct its juvenile program in Accordance with the Juvenile Justice Code, Title III of the Texas Family Code has need of the use of detention facilities to house and maintain children of juvenile age, who are referred to a detention facility for act(s) of delinquency or act(s) indicating a need for supervision, during pre-trial and pre-dispositional status or in the post-dispositional treatment prescribed by the Court. The placement facility to be utilized is owned and operated by Service Provider, and is located at 97 Foster Field Dr, Victoria, Texas 77904.

ARTICLE II
TERM

- 2.01 The term of this Agreement is for 12 months commencing September 1, 2021 - August 31, 2022. It shall be automatically renewed for one year terms thereafter, commencing September 1st and ending August 31st, unless one party notifies the other in writing, at least thirty (30) days prior to the expiration of said term, of its intention to not renew this Agreement.

ARTICLE III
PROVISIONS OF SERVICES

- 3.01 A. Service Provider will provide: room and board, supervision twenty-four hours per day, seven days a week; routine medical examination and treatment within the Facility (but shall not provide or pay for emergency examination, treatment, or hospitalization outside the Facility); an approved education program; recreation facilities; and counseling to each child placed within the Facility.

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- B. If emergency examination, EMS treatment, health care treatment and/or hospitalization outside the Facility ("Outside Treatment") is required for a child placed in the Facility, the Administrator of the Facility is authorized to secure the Outside Treatment at the expense of Juvenile Probation and agrees to reimburse Service Provider, its officers, directors, representatives, agents, shareholders and employees for any and all liability for charges for Outside Treatment. The Administrator shall notify the appropriate Juvenile Probation officials of Outside Treatment with twenty-four (24) hours of its occurrence.
- C. Children from Juvenile Probation who are alleged to have engaged in delinquent conduct, or conduct indicating a need for supervision, as reflected in a Child in Need of Supervision Order (CINS) will be admitted to the facility under the authority of any Juvenile Court having jurisdiction or its designated official. Children not released within forty-eight (48) hours (excluding weekends and holidays) must have a detention hearing in the appropriate Juvenile Court in accordance with the Texas Family Code, Title III (Section 54.01). If the child is ordered detained, a certified copy of the Detention Order must be delivered to the detention Facility prior to the child's re-admission.
- D. Each child placed in the Facility shall be required to follow the rules and regulations of conduct as fixed and determined by the Administrator and staff of the Facility.
- E. Acceptance of a child by the Facility will be determined by space availability. Service Provider reserves the right to refuse admission of any child deemed inappropriate. Service Provider has resolved to operate the Facility in compliance with the Juvenile Justice and Delinquency Prevention Act, and therefore, Service Provider will not accept children whose detention would prevent the Facility from complying with the Juvenile Justice and Delinquency Prevention Act or those "juveniles who are charged with or has committed offenses that would not be criminal if committed by an adult or offenses which do not constitute violations of valid court order, or such non-offenders as dependent or neglected children." Section 223(a) (12) (A), Juvenile Justice Delinquency Prevention Act. No child who is intoxicated or in need of immediate medical attention will be accepted under any circumstances without having been seen, treated and released by a medical professional.
- If a child is accepted by the Facility from Juvenile Probation and the child thereafter is determined to be, in the sole judgment of the Administrator, mentally or physically unfit, dangerous, unmanageable, unsuitable for the program or combination of such conditions or whose mental or physical conduct would or might endanger the other occupants of the Facility, then the Administrator shall notify Juvenile Probation of this determination. The child shall immediately be removed from the Facility but in no event no longer than forty eight (48) hours after notification. It will be the responsibility of Juvenile Probation, at its expense, to provide for the transportation for the removal of the child.
- F. Service Provider agrees that the facility will accept any child who qualifies, without regard to such child's religion, race, creed, sex or national origin.
- G. It is further understood and agreed by the parties that children placed in pre-adjudication care in the Facility shall be removed from the Facility by the appropriate authorities from Juvenile Probation, or its agents, servants or employees at the conclusion of the ten (10) day working period authorized by the Court Order issued at the conclusion of the initial detention hearing by the Judge of the appropriate Juvenile Court unless a new Order has been issued authorizing the continued detention, and a copy of the new Order has been delivered to the Facility, or unless a waiver of the ten (10) working day hearing has been

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executed and a signed copy of the waiver is received by the Facility. A copy of the Order issued pursuant to the waiver shall be furnished to the Facility. The same understanding and agreement between the parties exists with the exception that court orders may authorize detention for up to fifteen (15) working days after the initial hearing and detention period.

- H. It is further understood and agreed by the parties that, children may be released to the Probation Officer or other appropriate authority of Juvenile Probation pursuant to: (a) paragraph E of this Article, (b) an Order of Release signed by the Judge of the Juvenile Court of the Colorado County.
- J. Service Provider shall be in compliance with all standards and requirements of the Texas Juvenile Justice Department and all applicable State and Federal law.
- K. Service Provider shall provide twenty (24) hour supervision for each child, including awake staff during sleeping hours in a Secure Facility.
- L. Each child placed in the Facility shall be provided the opportunity to complete the Massachusetts Youth Screening Instrument (MAYSI-2) as required by the Texas Juvenile Justice Department. Facility personnel administering the MAYSI-2 shall be properly trained, sign the warning page, and document time and date administered. The MAYSI-2 shall then be promptly provided to Juvenile Probation of the detaining county.
- M. Each child placed in the Facility shall be enrolled in an educational program. Special steps shall be taken to comply with requirements of Special Education students and their needs.
- N. It is further understood and agreed by the parties that nothing in this contract shall be construed to permit Juvenile Probation, its agents, servants, or employees any way to manage, control, direct or instruct Service Provider, its directors, officers, employees, agents, shareholders and designees in any manner respecting its work, duties or functions pertaining to the maintenance and operation of the Facility. However, it is also understood that the Juvenile Court of Colorado County shall control the conditions and terms of detention supervision as to a particular child pursuant to the Texas Family Code, Section 51.12.

**ARTICLE IV
COMPENSATION**

- 4.01 For and in consideration of the above-mentioned services, Juvenile Probation agrees to pay Service Provider the sum of **\$120.00** per day for each child. The daily rate shall be paid to Service Provider for each day a child is in detention. The cost is based on the projected actual cost of care for children in the facility. Juvenile Probation shall receive a detailed statement each month when it has placed a child in the Facility.
Payment is due within 30 days of receipt of billing and shall be mailed to:

Victoria County Juvenile Justice Center
97 Foster Field Dr.
Victoria, Texas 77904
ATT: Pama Hencerling, Chief JPO

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- 4.02 Psychological services will be provided to the child on an as needed basis at the request of the Juvenile Probation Department and shall be paid for by the Department.
- 4.03 Service Provider will submit an invoice for payment of services to Juvenile Probation on a monthly basis. Said invoice shall be submitted with ten (10) working days following the end of the invoiced month and shall include information deemed necessary for adequate fiscal control, including but not limited to: to be attributed to specific clients if appropriate, date service was rendered, total daily cost, and total monthly cost. Each invoice received for payment will be reviewed by Juvenile Probation in order to monitor Service Provider for financial compliance with this Agreement. Invoices submitted by Service Provider in proper form shall be paid by Juvenile Probation in a timely manner.
- 4.04 Service Provider shall account separately for the receipt and expenditure of any and all state funds received from Juvenile Probation under this contract. Service Provider shall account separately for state funds received and expended utilizing the following Generally Accepted Accounting Practices (GAAP):
1. Service Provider has an outside audit completed on a yearly basis which specifies receipt and expenditure of State funds. Service Provider shall forward a copy of the annual outside audit to Juvenile Probation by March 1 following the end of the fiscal year.
 2. If Service Provider does not obtain an annual outside audit, then Service Provider shall provide a separate accounting of funds received from Juvenile Probation in whole or in part paid from state funds. The accounting shall clearly list the state funds received from Juvenile Probation and account for expenditures of said funds including documentation of appropriate expenditures as well as the year's tax forms and documentation. The accounting shall be provided to Juvenile Probation thirty (30) days prior to the renewal date of the contract.
- 4.05 It is understood and agreed by Service Provider that this Agreement is funded in whole or in part with grant or state funds and shall be subject to termination without penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature.
- 4.06 Service Provider agrees to make claims for payment or direct any payment disputes to Juvenile Probation's Fiscal Officer. Service Provider will not contact other department employees regarding any claims of payment.
- 4.07 Service Provider will provide certification of eligibility to receive State funds as required by Texas Family Code Section 231.006.
- 4.08 Except to the extent that a party to this Agreement seeks emergency judicial relief, the parties agree to negotiate in good faith in an effort to resolve any disputes related to this contract that may arise, no matter when the dispute may arise. If a dispute cannot be resolved by negotiation, the dispute shall be submitted to mediation before the parties resort to arbitration or litigation. The parties shall choose a mutually acceptable mediator to mediate the dispute, and the parties shall pay the costs of mediation services equally.
- 4.09 In the event that State Reimbursement Rates are increased during the duration of the terms of this contract, the new rates will become effective reflecting those of the increase.

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**ARTICLE V
ADDITIONAL TERMS & AGREEMENTS**

- 5.01 Prior to transporting a child to the Facility for placement in Secure Short-Term Detention, Juvenile Probation shall call the Facility to ensure that space is available. Placement of children by authorized officers of Juvenile Probation may be denied if space limitations require as determined by the Facility.
- 5.02 A child will only be accepted in the Facility upon receipt by the Facility Administrator of a proper order/ authorization from the Juvenile Court of Colorado County.

**ARTICLE VI
EXAMINATION OF PROGRAM & RECORDS**

- 6.01 Service Provider agrees that it will permit Juvenile Probation to examine and evaluate its program of services provided under the terms of this agreement and/or to review its record periodically. This examination and evaluation of the program may include site visitation, observation of programs in operation, interview and the administration of questionnaires to the staff of Service Provider and the children when deemed necessary.
- 6.02 Service Provider shall provide to Juvenile Probation such descriptive information on contracted children as requested on forms provided by Juvenile Probation.
- 6.03 For purpose of evaluation, inspection, auditing or reproduction, Service Provider agrees to maintain and make available to authorized representatives of the State of Texas or Juvenile Probation any and all books, documents or other evidence pertaining to the costs and expenses of this Agreement.
- 6.04 Service Provider will keep a record of all services provided to Juvenile Probation under this Agreement, and upon reasonable notice will provide information, records, papers, reports, and other documents regarding services furnished as may be requested by Juvenile Probation. Service Provider will maintain the records (as referenced above) for seven (7) years after the termination of this Agreement.
- 6.05 Service Provider understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Contractor and the requirement to cooperate is included in any subcontract it awards."

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**ARTICLE VII
CONFIDENTIALITY OF RECORDS**

- 7.01 Service Provider shall maintain strict confidentiality of all information and records relating to children involved in Juvenile Probation, and shall not re-disclose the information except as required to perform the services to be provided pursuant to this Agreement, or as may be required by law.

**ARTICLE VIII
DUTY TO REPORT**

- 8.01 Allegations Occurring Inside the Facility. As required by Texas Family Code Chapter 261 and Title 37 Texas Administrative Code Chapter 358, or successor provisions, Service Provider, and any of its employees, interns, volunteers or contractors, shall report any allegation or incident of abuse, neglect, exploitation, death or other serious incident involving a child in a juvenile justice facility or juvenile justice program in the following manner:
- A. For all allegations and incidents except sexual abuse and serious physical abuse: within twenty-four (24) hours from the time the allegation is made, to the following:
1. Local law enforcement agency; and
 2. Texas Juvenile Justice Department by submitting a TJJD Incident Report Form to facsimile number 1-512-424-6717 (or if unable to complete the form within 24 hours, then by calling toll-free 1-877-786-7263, followed by submitting the report within 24 hours of said call). In addition, for serious incidents, a treatment discharge form or other medical documentation that contains evidence of medical treatment pertinent to the reported incident shall be submitted to the Texas Juvenile Justice Department within 24 hours of receipt; and
 3. With respect to juveniles placed by Juvenile Probation, the TJJD Incident Report Form shall also be sent to Juvenile Probation within 24 hours at facsimile number 979-732-2674 and Service Provider shall contact Juvenile Probation by telephone at 979-732-6927 within 24 hours.
- B. For allegations and incidents of sexual abuse or serious physical abuse:
1. Local law enforcement agency immediately, but no later than one (1) hour from the time a person gains knowledge of or suspects the alleged serious physical abuse or sexual abuse. The initial report shall be made by phone to law enforcement;
 2. Texas Juvenile Justice Department immediately, but no later than four (4) hours from the time a person gains knowledge of or suspects the alleged serious physical abuse or sexual abuse. The initial report shall be made by phone by calling toll-free 1-877-786-7263. Within 24 hours of the report by phone, the completed TJJD Incident Report Form shall be submitted by facsimile number 1-512-424-6717 or by email; and
 3. With respect to children placed by Juvenile Probation, the TJJD Incident Report Form shall also be sent to Juvenile Probation within 24 hours at facsimile number 979-732-2674.

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- 8.02 Allegations Occurring Outside the Facility. Any person who witnesses, learns of, receives an oral or written statement from an alleged victim or other person with knowledge or who has a reasonable belief as to the occurrence of alleged abuse, neglect, exploitation, death or other serious incident involving a juvenile, but that is not alleged to involve an employee, intern, volunteer, contractor, or service provider of a program or facility, shall be immediately reported to law enforcement or to other appropriate governmental unit as required in Texas Family Code Chapter 261.
- 8.03 As used within this Agreement:
- A. An allegation or incident includes the witnessing, learning, or receiving an oral or written statement from an alleged victim or other person with reasonable belief or knowledge as to the occurrence or an alleged abuse, neglect, exploitation, death or other serious incident involving a juvenile in a juvenile justice facility or juvenile justice program.
 - B. A serious incident is attempted escape, attempted suicide, escape, reportable injury, youth-on-youth physical assault or youth sexual conduct.
 - C. Sexual abuse is conduct committed by any person against a juvenile that includes sexual abuse by contact or sexual abuse by non-contact.
 - D. Serious physical abuse is bodily harm or condition that resulted directly or indirectly from the conduct that formed the basis of an allegation of abuse, neglect or exploitation, if the bodily harm or condition requires medical treatment by a physician, physician assistant, licensed nurse practitioner, emergency medical technician, paramedic or dental.
 - E. A juvenile justice facility is a facility, including its premises and affiliated sites, whether contiguous or detached, operated wholly or partly by or under the authority of the governing board, juvenile board or by a private vendor under a contract with the governing board, juvenile board or governmental unit that serves juveniles under juvenile court jurisdiction. The term includes: a public or private juvenile post-adjudication secure correctional facility required to be certified in accordance with the Texas Family Code; and a public or private non-secure juvenile post-adjudication residential treatment facility housing juveniles under juvenile court jurisdiction.
 - F. A juvenile justice program is a program or department operated wholly or partly by the governing board, juvenile board or by a private vendor under contract with the governing board or juvenile board that serves juveniles under juvenile court jurisdiction or juvenile board jurisdiction. The term includes a juvenile justice alternative education program and a non-residential program that serves juvenile offenders while under the jurisdiction of the juvenile court or juvenile board jurisdiction and a juvenile probation department.

**ARTICLE IX
CRIMINAL HISTORY SEARCHES**

- 9.01 Criminal history searches shall be conducted by Service Provider for any and all of its employees, interns, volunteers or contractors providing services in a juvenile justice facility or juvenile justice program that may have direct unsupervised access to children in the facility or program.

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- 9.02 Criminal history searches shall include the following:
- A. Texas criminal history fingerprint-based criminal history background search through the Texas Department of Public Safety.
 - B. Local law enforcement sex offender registration records check through the Public Sex Offender Registry on the Texas Department of Public Safety website.
 - C. Federal Bureau of Investigation fingerprint-based criminal history background search at the National Crime Information Center; internet-based searches shall not be used to conduct this background search.
- 9.03 A copy of the initial criminal history report required by this Agreement and any reports reflecting subsequent criminal activity shall be maintained for monitoring purposes for whichever of the following occurs later: duration of the individual's employment or period of service; minimum of three (3) years; or until any pending litigation, claim, audit or review and all questions arising there from have been resolved.
- 9.04 As used within this Agreement, a disqualifying criminal history is a history that includes any one of the following:
- A. A felony conviction against the laws of this state, another state, or the United States within the past ten (10) years;
 - B. A deferred adjudication for a felony against the laws of this state, another state, or the United States within the past ten (10) years;
 - C. A current felony deferred adjudication, probation or parole;
 - D. A jailable misdemeanor conviction against the laws of this state, another state, or the United States within the past five (5) years;
 - E. A deferred adjudication for a jailable misdemeanor against the laws of this state, another state, or the United States within the past five (5) years;
 - F. A current jailable misdemeanor deferred adjudication, probation or parole; or
 - G. The requirement to register as a sex offender under Chapter 62 of the Texas Code of Criminal Procedure.
- 9.05 In addition to the criteria and time frames set forth in the above definition of disqualifying criminal history, an individual must not have direct unsupervised access to children in a facility or program until at least one year has elapsed since the completion of any period of incarceration, community supervision, or parole.
- 9.06 Any of Service Provider's employees, interns, volunteers or contractors with a disqualifying criminal history shall be prohibited from having direct unsupervised access to children in a juvenile justice facility or a juvenile justice program.
- 9.07 Juvenile Probation reserves the right, in its sole discretion, to prohibit any individual with a prior criminal history from being placed in a position that involves direct unsupervised contact with children.

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**ARTICLE X
DISCLOSURE OF INFORMATION**

- 10.01 Service Provider warrants that, prior to entering this contract, it has verified and disclosed the following information to Juvenile Probation, and agrees that it shall have an ongoing affirmative duty under this Agreement to promptly ascertain and disclose in sufficient detail this same information to Juvenile Probation:
- A. Any and all corrective action required by any of Service Provider's licensing authorities;
 - B. Any and all litigation filed against Service Provider, or against its employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with children;
 - C. Any arrest of any employee, intern, volunteer, subcontractor, agent and/or consultant of Service Provider that has direct contact with children;
 - D. Any finding of "Reason to Believe" by a state regulatory agency in a child abuse, neglect and exploitation investigation where an employee, intern, volunteer, subcontractor, agent and/or consultant of the Service Provider that has direct contact with children was the alleged or designated perpetrator;
 - E. The identity of any of the Service Provider's employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with children that are registered sex offenders; and
 - F. The identity of any of Service Provider's employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with children that have a criminal history. For the purpose of this Agreement, the term "criminal history" shall include: (1) current felony or misdemeanor probation or parole; (2) a felony conviction or deferred adjudication within the past ten years; or (3) a jailable misdemeanor conviction or deferred adjudication within the past five years.
- 10.02 Service Provider agrees and understands it has an affirmative and ongoing duty to ascertain and disclose to Juvenile Probation any and all of the foregoing information as to any individual, whether a prospective or existing employee, intern, volunteer, subcontractor, agent and/or consultant of the Service Provider, prior to placing that individual in a position that involves direct unsupervised contact with juveniles in a juvenile justice facility or juvenile justice program.

**ARTICLE XI
EQUAL OPPORTUNITY**

- 11.01 Service Provider agrees to respect and protect the civil and legal rights of all children and their parents. It will not unlawfully discriminate against employee, prospective employee, child, childcare provider, or parent on the basis of race, sex, religion, disability or national origin. Service Provider shall abide by all applicable federal, state and local laws and regulations.

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**ARTICLE XII
ASSIGNMENT & SUBCONTRACT**

- 12.01 Service Provider may not assign or subcontract any of its rights, duties and /or obligations arising out of this Agreement without the written consent of Juvenile Probation.

**ARTICLE XIII
OFFICIALS NOT TO BENEFIT**

- 13.01 No officer, employee or agent of Juvenile Probation and no member of its governing body and no other public officials of the governing body of the locality or localities in which the project is situated or being carried who exercise any functions or responsibilities in the project, shall participate in any decision relating to this Agreement which affects or conflicts with his/her personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

**ARTICLE XIV
DEFAULT**

- 14.01 Juvenile Probation may, by written notice of default to Service Provider, terminate the whole or any part of this Agreement, as it deems appropriate, in any one of following circumstances:
- A. If Service Provider fails to perform the work called for by this Agreement within the time specified herein or any extension thereof; or
 - B. If Service Provider fails to perform any of the other material provisions of this Agreement, including failure to achieve the defined goals, outcomes, and outputs, or so fails to prosecute the work as to endanger the performance of this Agreement in accordance with its terms and in either of these two circumstances after receiving notice of default, Service Provider does not cure such failure within a period of ten (10) days.

**ARTICLE XV
TERMINATION**

- 15.01 This Agreement may be terminated:
- A. By either party upon ten (10) days written notice to the other party of the intention to terminate;
or
 - B. Upon expenditure of available funds.
- 15.02 If at any time during the term of this agreement Juvenile Probation, in its sole discretion, determines that the safety of children being served under this Agreement may be in jeopardy, Juvenile Probation may immediately suspend the effect of this Agreement, including but not limited to the obligation to pay, upon giving notice to the Service Provider.

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**ARTICLE XVI
WAIVER OF SUBROGATION**

- 16.01 Service Provider expressly waives any and all rights it may have of subrogation to any claims or rights of its employees, agents, owners, officers, or subcontractors against Juvenile Probation. Service Provider also waives any rights it may have to indemnification from Juvenile Probation.

**ARTICLE XVII
REPRESENTATIONS & WARRANTIES**

- 17.01 Service Provider hereby represents and warrants the following:
- A. That it has all necessary right, title, license and authority to enter into this Agreement;
 - B. That it is qualified to do business in the State of Texas; that it hold all necessary licenses and staff certifications to provide the type (s) of services being contracted for; that it is in compliance with all statutory and regulatory requirements for the operations of its business and that there are no taxes due and owing to the State of Texas, the County of Victoria or any political subdivision thereof;
 - C. Victoria County will maintain in force policies of general liability insurance against loss to any person or property occasioned by acts or omissions of Service Provider providing limits of \$100,000 per occurrence and \$300,000 aggregate. Certificate of Liability Insurance shall be furnished to Juvenile Probation. Furthermore Juvenile Probation shall be notified immediately upon any changes in the status of the insurance policy and shall promptly furnish updated certificates of insurance to Juvenile Probation.
 - D. That all of its employees, interns, volunteers, subcontractors, agents and/or consultants will be properly trained to report allegations or incidents of abuse, exploitation, neglect, death or serious incidents involving a child under the supervision of Juvenile Probation in accordance with the requirements of Texas Family Code Chapter 261 and any applicable Texas Juvenile Justice Department administrative rules regarding abuse, neglect, exploitation, death or serious incidents; and that, if it has employees, interns, volunteers, subcontractors, agents and/or consultants that have contact with children in a juvenile justice facility or juvenile justice program, then it shall prominently post in all public and staff areas of any and all of its offices/facilities, both the English and Spanish language versions of the following official notice forms that are available on the Texas Juvenile Probation Commission website: *Notice to Public Regarding Abuse, Neglect and Exploitation* and *Notice to Employees Regarding Abuse, Neglect and Exploitation*.

**ARTICLE XVIII
TEXAS LAW TO APPLY**

- 18.01 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Victoria County, Texas.
- 18.02 Service Provider verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.

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**ARTICLE XIX
VENUE**

- 19.01 Exclusive venue for any litigation arising from this Agreement shall be in **Victoria County, Texas.**

**ARTICLE XX
LEGAL CONSTRUCTION**

- 20.01 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceable provision shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained therein.

**ARTICLE XXI
PRIOR AGREEMENTS SUPERSEDED**

- 21.01 This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral Agreement between the parties respecting the within subject matter.

This Contract and Agreement is executed with the declared intention of the parties that this Contract and Agreement is a contract providing for the care of children who have allegedly committed an act of delinquency or an act indicating a need for supervision, and payment for such care will be made by Juvenile Probation for the children placed in the Facility by the Judge of Colorado County having juvenile jurisdiction

**ARTICLE XXII
PRISON RAPE ELIMINATION ACT**

- 22.01 Service Provider shall adopt and comply with all federal, state, county, and city laws, ordinances, regulations and standards applicable to the provision of services described herein and the performance of all obligations undertaken pursuant to this Contract, including the Prison Rape Elimination Act of 2003 (PREA) which establishes a zero-tolerance standard against sexual assault of incarcerated persons, including juveniles, and addresses the detection, elimination, prevention, and reporting of sexual assault in facilities housing adult and juvenile offenders. [PREA §115.312(a)].

Under PREA, Service Provider shall make available to the CPO all incident-based aggregated data reports for every allegation of sexual abuse at its facility or facilities, and all such data may be requested by the Department of Justice from the previous calendar year no later than June 30. [PREA §115.387(e) and (f)]

Under PREA, the Service Provider shall be subjected to annual contract monitoring by Juvenile Probation to ensure that the Service Provider is complying with the PREA standards [PREA §115.312(b)]. To comply with this standard the Service Provider will make available to the CPO all incident-based aggregated sexual abuse data within 24-hours of the allegation.

Under PREA, Juvenile Probation will make the aggregated sexual abuse data for each Service Provider available to the public via the Juvenile Probation website [PREA §115.389(b)].

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EXECUTED IN DUPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL.

IN WITNESS WHEREOF, we hereunto affix our signature this _____ day of _____, 202__.

Colorado County
Probation Department

Victoria County Juvenile Justice Center

Roseann Mihos
Chief Juvenile Probation Officer

Ben Zeller, County Judge

[Signature]
Authorized Official

Eli Garza
Chairman, Juvenile Board

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_9. Authority to advertise for Deputy County Clerk position. (Menke)

Judge Prause informed this position was posted internal and Ms. Menke asked for the authority to advertise.

Motion by Judge Prause to approve the authority to advertise for Deputy County Clerk position; seconded by Commissioner Neuendorff; 5 ayes 0 nays; motion carried, it was so ordered.

_10. Establish County holidays for 2022.

Motion by Commissioner Gertson to approve to establish County holidays for 2022 as presented; seconded by Commissioner Neuendorff; 5 ayes 0 nays; motion carried, it was so ordered.

(See Attachment)

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**COLORADO COUNTY
2022 HOLIDAY SCHEDULE**

New Year's Day.....	December 31, 2021
Martin Luther King, Jr. Day	January 17, 2022
Presidents' Day.....	February 21, 2022
Good Friday.....	April 15, 2022
Memorial Day.....	May 30, 2022
Juneteenth.....	June 20, 2022
Independence Day.....	July 4, 2022
Labor Day.....	September 5, 2022
Fair Day	September 9, 2022
Columbus Day	October 10, 2022
Veterans' Day.....	November 11, 2022
Thanksgiving.....	November 24 & 25, 2022
Christmas.....	December 23 & 26, 2022

Approved by Commissioners Court on: June 28, 2021

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- _11. Consent Items:**
- a. Executed Services Agreement between County Information Resources Agency (CIRA) and Colorado County for updated website hosting services.
 - b. Certificate of Completion to Tax-Assessor Collector Erica Kollaja for the completion of TACA 2021 New Tax Assessor-Collector Orientation.
 - c. Certificates of Completion to the Tax Assessor-Collector and Deputies for completion of Title Fraud Training.
 - d. Certificate of Liability Insurance posted by Cabot Oil & Gas Corporation (6/1/2021-6/1/2022).

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

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

(See Attachments)

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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 (vi) 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

DocuSigned by:
By:  Date: 06/02/2021 | 9:29 AM CDT
Executive Director, Texas Association of Counties

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

Ty Prause
[Printed Name]

County Judge
[Title]

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
JUNE 28, 2021**

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: _____

**MINUTES OF THE COLORADO COUNTY
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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

**MINUTES OF THE COLORADO COUNTY
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<input type="checkbox"/> # of Email Accounts: <hr style="width: 50px; margin-left: 0;"/>	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 style="width: 50px; margin-left: 0;"/>	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 style="width: 50px; margin-left: 0;"/>	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

**MINUTES OF THE COLORADO COUNTY
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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 as 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: _____

**MINUTES OF THE COLORADO COUNTY
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Exhibit B: Website Services, Pricing and Order Form

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>

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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"/>	<p>Website Content Migration or Customization</p> <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. 	<p>\$50 / per hour</p>

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

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
JUNE 28, 2021**

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 and the current version of the applicable terms and conditions is the version be 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: _____

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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>

CERTIFICATE OF COMPLETION

The Tax Assessor-Collector Association of Texas

Awards This Certificate To

Erica Kollaja

For Successfully Completing 3.00 Hours of Educational Training
As Required for TACA Professional Designation Certification

TACA 2021 New Tax Assessor-Collector Orientation

June 06, 2021

Corpus Christi, TX



Bruce Stidham

Bruce Stidham, PCAC, TACA Education Committee Chair

Jennifer Baldwin

Jennifer Baldwin, TACA Education Director



MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

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Certificate of Completion

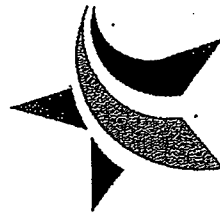
This is to certify that

Erica Kollaja

completed

Title Fraud Training

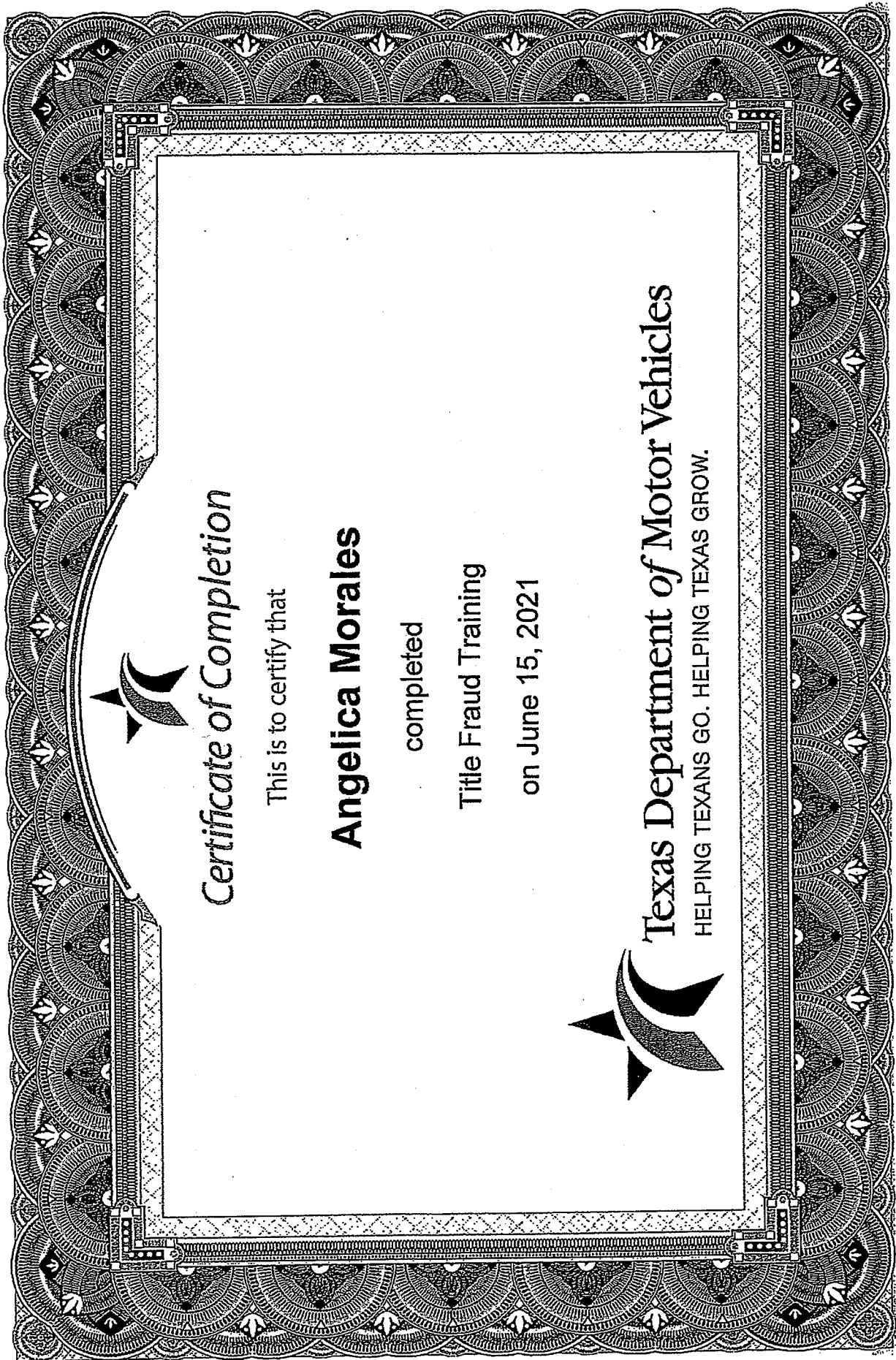
on June 15, 2021



Texas Department of Motor Vehicles
HELPING TEXANS GO. HELPING TEXAS GROW.

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

JUNE 28, 2021



Certificate of Completion

This is to certify that

Angelica Morales

completed

Title Fraud Training

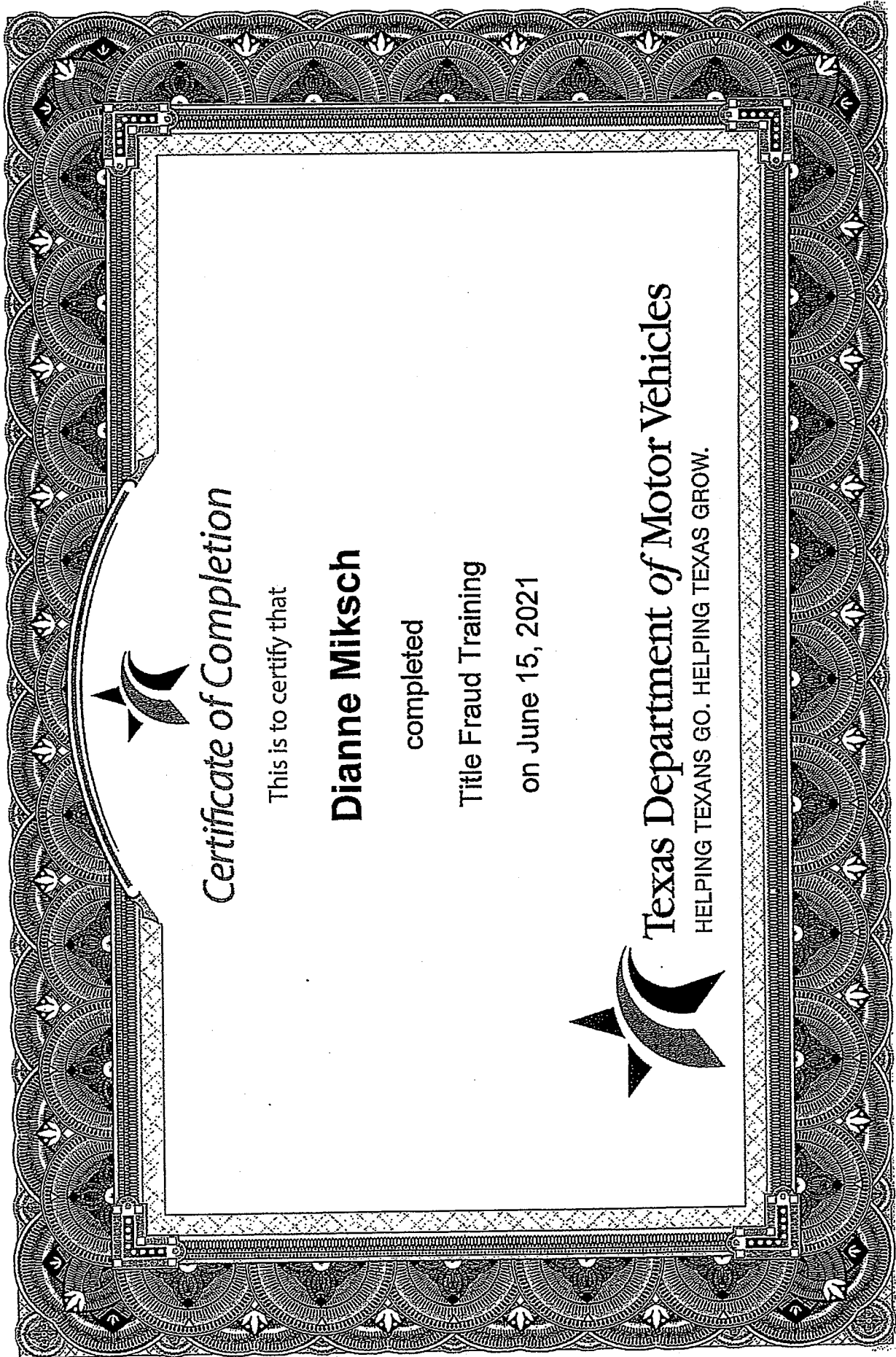
on June 15, 2021



Texas Department of Motor Vehicles
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MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

JUNE 28, 2021



Certificate of Completion

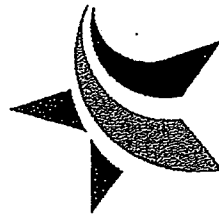
This is to certify that

Dianne Miksch

completed

Title Fraud Training

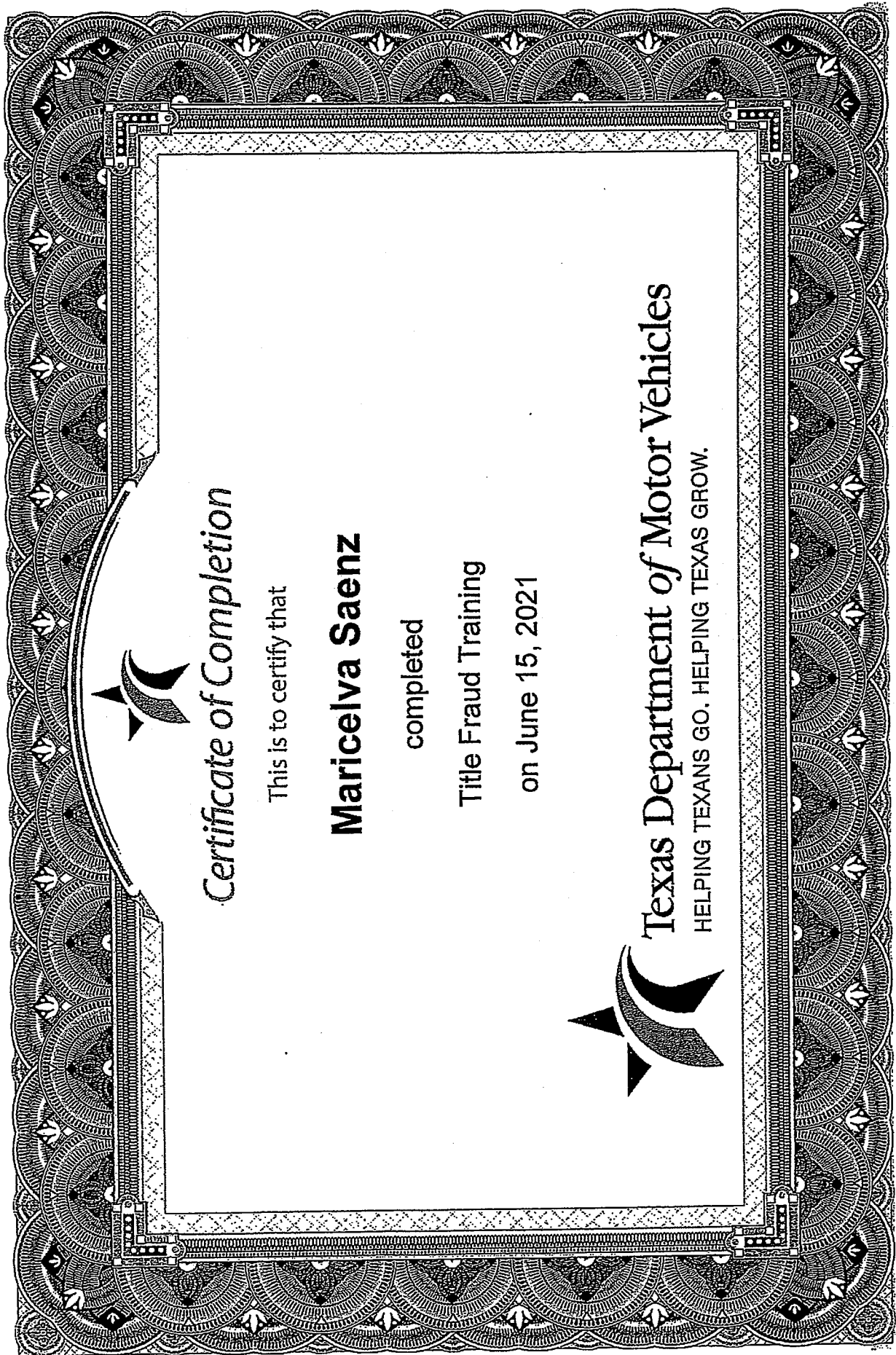
on June 15, 2021



Texas Department of Motor Vehicles
HELPING TEXANS GO. HELPING TEXAS GROW.

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

JUNE 28, 2021



Certificate of Completion

This is to certify that

Maricelva Saenz

completed

Title Fraud Training

on June 15, 2021



Texas Department of Motor Vehicles
HELPING TEXANS GO. HELPING TEXAS GROW.

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

JUNE 28, 2021



CERTIFICATE OF LIABILITY INSURANCE

6/1/2022

DATE (MM/DD/YYYY)
5/27/2021

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 : Markel International Insurance Company Limited		
INSURED 1069590 Cabot Oil & Gas Corporation Three Memorial City Plaza Building 840 Gessner Road, Suite 1400 Houston TX 77024-4152	INSURER B : Liberty Mutual Fire Insurance Company	
	INSURER C : Underwriters at Lloyd's London	
	INSURER D : The First Liberty Insurance Corporation	
	INSURER E :	
INSURER F :		

COVERAGES CAB001 CERTIFICATE NUMBER: 2543489 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	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 <input checked="" type="checkbox"/> S&A Pollution GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N	N	JCGL103149	6/1/2021	6/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	AS2-641-445665-021	6/1/2021	6/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	JUMB102719	6/1/2021	6/1/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ XXXXXXXX
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	N/A	WC6-641-445665-011	6/1/2021	6/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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
C	Energy Package	N	N	B0702GU316810p	6/1/2021	6/1/2022	See Attached

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
SEE ATTACHED Re: County Road No. 165 to lay 6-inch pipeline

CERTIFICATE HOLDER	CANCELLATION See Attachment
2543489 Colorado County TX P.O. Box 236 Columbus TX 78934	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

**MINUTES OF THE COLORADO COUNTY
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JUNE 28, 2021**

Attachment Code : D549595 Master ID: 1069590, Certificate ID: 2543489

Energy Package

Insurer: Underwriters at Lloyd's London

Policy #: B0702GU316810p

Effective Dates: 6/1/2021 – 6/1/2022

Limits:

Section I - Operators Extra Expense (100% Unless Otherwise Stated)

\$45,000,000	Any one accident or occurrence Combined Single Limit
\$30,000,000	Any one accident or occurrence , separate additional limit, in respect of Care, Custody and Control Endorsement
\$2,500,000	Any one accident or occurrence, separate additional Limit in respect of Materials and Supplies Endorsement

Section II - Property (100% Unless Otherwise Stated)

- A) \$15,000,000 Any one occurrence
- B) Agreed Values as per Business Personal Property Schedule

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
JUNE 28, 2021**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/1/2022 5/27/2021

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: _____ <hr/> <table style="width: 100%;"> <tr> <td style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center;">NAIC #</td> </tr> <tr> <td>INSURER A : Markel International Insurance Company Limited</td> <td></td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Markel International Insurance Company Limited		INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Markel International Insurance Company Limited															
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
INSURED Cabot Oil & Gas Corporation 1069589 Three Memorial City Plaza Building 840 Gessner Road, Suite 1400 Houston TX 77024-4152															

COVERAGES CABO01 CERTIFICATE NUMBER: 2574090 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	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 <input checked="" type="checkbox"/> S&A Pollution <hr/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____	N	N	JCGL103149	6/1/2021	6/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$								
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$								
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$								
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	NOT APPLICABLE			<table style="width: 100%;"> <tr> <td style="text-align: center;">PER STATUTE</td> <td style="text-align: center;">OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$ XXXXXXXX</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$ XXXXXXXX</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$ XXXXXXXX</td> </tr> </table>	PER STATUTE	OTH-ER	E.L. EACH ACCIDENT	\$ XXXXXXXX	E.L. DISEASE - EA EMPLOYEE	\$ XXXXXXXX	E.L. DISEASE - POLICY LIMIT	\$ XXXXXXXX
PER STATUTE	OTH-ER														
E.L. EACH ACCIDENT	\$ XXXXXXXX														
E.L. DISEASE - EA EMPLOYEE	\$ XXXXXXXX														
E.L. DISEASE - POLICY LIMIT	\$ XXXXXXXX														

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

CERTIFICATE HOLDER 2574090 COMMISSIONERS COURT - COLORADO COUNTY TEXAS C/O HONORABLE A.G. JAMISON, COUNTY JUDGE 400 SPRING STREET, ROOM 113 COLUMBUS TX 78934	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
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JUNE 28, 2021**

_12. Examine and approve all accounts payable and budget amendments.

Cheri Tello, Assistant County Auditor stated the \$18,000.00 mobile home for EMS will be a budget amendment.

Motion by Judge Prause to approve all accounts payable and budget amendments; seconded by Commissioner Wessels; 5 ayes 0 nays; motion carried, it was so ordered.

(See Attachment)

**MINUTES OF THE COLORADO COUNTY
 COMMISSIONER'S COURT REGULAR MEETING
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06/28/2021--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0012 GENERAL FUND CYCLE: ALL PAGE 1
 TIME:01:49 PM ACCOUNTS PAYABLE CHECKS AS OF 06/28/21 PREPARER:0006

DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0100-TOTAL REVENUES/CARRY-OVER					
	TEXAS PARKS AND WILDLIFE DEPARTMENT	224080	A	TPW FINE/A8381181/CAUSE#CR-20-0724	85.00
	DEPARTMENT TOTAL				85.00
0200-LIABILITY ACCOUNTS					
	GHS, LTD	224045	A	MAY JP#2 DELINQ ATTY COLLECTIONS	107.92
	DEPARTMENT TOTAL				107.92
0400-COUNTY JUDGE					
	AT&T MOBILITY	224095	A	CELLULAR SVC/ACCT#826401607	39.97
	CHASE CARD SERVICES	224161	A	MONTHLY ZOOM CHARGES	306.96
	PRESTIGE OFFICE PRODUCTS, LLC	224235	A	OFFICE SUPPLIES/INV#122847	30.35
	DEPARTMENT TOTAL				377.28
0401-COMMISSIONER'S COURT					
	COLORADO CO CENTRAL APPRAISAL DIST	224025	A	3RD QTR LIABILITY PMT	93,631.43
	CRAIN, CATON & JAMES, P.C.	224035	A	DEFENSE COSTS/REMEDATION CLAIM	3,474.37
	CRAIN, CATON & JAMES, P.C.	224036	A	DEFENSE COSTS/INLAND ENVIRONMENTAL	13,118.64
	DEPARTMENT TOTAL				110,224.44
0403-COUNTY CLERK					
	COLORADO COUNTY CITIZEN	224026	A	1 YR SUBSCRIPTION/COUNTY CLERK	46.00
	PRESTIGE OFFICE PRODUCTS, LLC	224170	A	(4)SELF INKING STAMPS/INV#122787	106.80
	PRESTIGE OFFICE PRODUCTS, LLC	224172	A	EXPANDABLE FILE FOLDER/INV#122856	19.88
	SCOTT-MERRIMAN, INC.	224175	A	MARK & BRANDS RECORD BOOK/INV#67242	925.18
	SYNCB/AMAZON	224074	A	OFFICE SUPPLIES FOR CO CLERK	15.48
	DEPARTMENT TOTAL				1,113.34
0410-ELECTIONS					
	EVELYN ORANGE	224043	A	VR TEMPORARY EMPLOYEE - 6.75 HRS	67.50
	LURLYN NEISNER	224059	A	4 HRS FOR PIR BALLOT BY MAIL	40.00
	XEROX FINANCIAL SERVICES	223996	R	XEROX LEASE PMT/INV#2672517	202.50
	DEPARTMENT TOTAL				310.00
0433-25TH JUDICIAL DISTRICT					
	GUADALUPE COUNTY	224047	A	25TH DIST CRT REPORTER SAL&BENEFITS	3,113.75
	GUADALUPE COUNTY	224048	A	25TH DIST CRT COORD SAL&BENEFITS	2,206.50
	DEPARTMENT TOTAL				5,320.25
0434-2ND 25TH JUDICIAL DISTRICT					
	GUADALUPE COUNTY	224049	A	2ND25TH DIST CRT REPORTER SAL&BENEF	3,122.00
	GUADALUPE COUNTY	224050	A	2ND25TH DIST CRT COORD SAL&BENEFITS	2,170.50
	LORI SCHMID	224169	A	HOTEL & MEAL EXPS FOR JURY TRIAL	121.24
	DEPARTMENT TOTAL				5,413.74
0435-DISTRICT COURT					
	ANTHONY STOVALL	224152	R	DISTRICT COURT JURY DUTY ON 6-21	12.00
	AUNDREA THAMES	224120	R	DISTRICT CRT JURY DUTY ON 6-21&6-22	60.00
	BARBARA BARTA	224140	R	DISTRICT COURT JURY DUTY ON 6-21	12.00
	BCC LANGUAGES LLC	224014	A	INTERPRETATION ON 5-26/INV#21470	200.00
	BRENDA CUNNINGHAM	224150	R	DISTRICT COURT JURY DUTY ON 6-21	12.00
	CHARLES GLUECK	224138	R	DISTRICT COURT JURY DUTY ON 6-21	12.00
	CHERYL LAAKE	224128	R	DISTRICT COURT JURY DUTY ON 6-21	12.00
	CLAUDIA AGUILAR	224147	R	DISTRICT COURT JURY DUTY ON 6-21	12.00
	CULLEN MAUPIN	224142	R	DISTRICT COURT JURY DUTY ON 6-21	12.00
	DANA PAGANO	224229	R	GRAND JURY DUTY ON 6-24-21	40.00
	DENISE MARBURGER	224141	R	DISTRICT COURT JURY DUTY ON 6-21	12.00

**MINUTES OF THE COLORADO COUNTY
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06/28/2021--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0012 GENERAL FUND
TIME:01:49 PM ACCOUNTS PAYABLE CHECKS AS OF 06/28/21

CYCLE: ALL PAGE 2
PREPARER:0006

DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
	DKYRAN JOHNSON	224123	R	DISTRICT COURT JURY DUTY ON 6-21	12.00
	FOREST BRYANT	224114	R	DISTRICT CRT JURY DUTY ON 6-21&6-22	60.00
	GARY CHAMRAD	224121	R	DISTRICT CRT JURY DUTY ON 6-21&6-22	60.00
	GAY DOBBS	224149	R	DISTRICT COURT JURY DUTY ON 6-21	12.00
	GEORGE PAREDES	224146	R	DISTRICT COURT JURY DUTY ON 6-21	12.00
	GREGORY CONTRERAS	224156	R	DISTRICT COURT JURY DUTY ON 6-21	12.00
	JAMES KUBICEK	224148	R	DISTRICT COURT JURY DUTY ON 6-21	12.00
	JAMES SANDERS	224132	R	DISTRICT COURT JURY DUTY ON 6-21	12.00
	JASON LONG	224225	R	GRAND JURY DUTY ON 6-24-21	40.00
	JO ANN VENNGHAUS	224145	R	DISTRICT COURT JURY DUTY ON 6-21	12.00
	KATELYN HOBAUGH	224227	R	GRAND JURY DUTY ON 6-24-21	40.00
	KEVIN GODLEY	224224	R	GRAND JURY DUTY ON 6-24-21	40.00
	KIMBERLY KOVAR	224117	R	DISTRICT CRT JURY DUTY ON 6-21&6-22	60.00
	KIMBERLY KUTACH	224144	R	DISTRICT COURT JURY DUTY ON 6-21	12.00
	LONDON CROW	224127	R	DISTRICT COURT JURY DUTY ON 6-21	12.00
	LINDA HOLMAN	224168	A	PIZZA FOR JURORS	101.46
	LISKA PILSNER	224133	R	DISTRICT COURT JURY DUTY ON 6-21	12.00
	LUCY POCHECO-VENNGHAUS	224153	R	DISTRICT COURT JURY DUTY ON 6-21	12.00
	MATHEW BESCH	224124	R	DISTRICT COURT JURY DUTY ON 6-21	12.00
	MATTHEW SOSA	224111	R	DISTRICT CRT JURY DUTY ON 6-21&6-22	60.00
	MELISSA BARTON	224119	R	DISTRICT CRT JURY DUTY ON 6-21&6-22	60.00
	MICHELE BERGER	224139	R	DISTRICT COURT JURY DUTY ON 6-21	12.00
	MIKAYLA PFLUGHaupt	224151	R	DISTRICT COURT JURY DUTY ON 6-21	12.00
	NAYELI RODRIGUEZ	224125	R	DISTRICT COURT JURY DUTY ON 6-21	12.00
	RALPH PORTWOOD	224226	R	GRAND JURY DUTY ON 6-24-21	40.00
	REGINAL WILLIAMS	224122	R	DISTRICT CRT JURY DUTY ON 6-21&6-22	60.00
	REX ALMEIDA	224137	R	DISTRICT COURT JURY DUTY ON 6-21	12.00
	RICK RESTIVO	224223	R	GRAND JURY DUTY ON 6-24-21	40.00
	ROBERT FORE	224136	R	DISTRICT COURT JURY DUTY ON 6-21	12.00
	ROBERT MOREIDA	224126	R	DISTRICT COURT JURY DUTY ON 6-21	12.00
	SHARON ALLEY	224113	R	DISTRICT CRT JURY DUTY ON 6-21&6-22	60.00
	SHARON BROCKMAN	224154	R	DISTRICT COURT JURY DUTY ON 6-21	12.00
	SHAWN PREWITT	224116	R	DISTRICT CRT JURY DUTY ON 6-21&6-22	60.00
	SILVIA RUBIO ESPINOZA	224228	R	GRAND JURY DUTY ON 6-24-21	40.00
	STACY COLLIER	224129	R	DISTRICT COURT JURY DUTY ON 6-21	12.00
	STEFANIE PEREZ	224115	R	DISTRICT CRT JURY DUTY ON 6-21&6-22	60.00
	STEVEN SKUTCA	224143	R	DISTRICT COURT JURY DUTY ON 6-21	12.00
	TAMMY VINCENT	224110	R	DISTRICT CRT JURY DUTY ON 6-21&6-22	60.00
	TIMOTHY SEIFERT	224134	R	DISTRICT COURT JURY DUTY ON 6-21	12.00
	TINA KIKER	224112	R	DISTRICT CRT JURY DUTY ON 6-21&6-22	60.00
	TINA WICKS	224118	R	DISTRICT CRT JURY DUTY ON 6-21&6-22	60.00
	TRAVIS WILLIAMS	224130	R	DISTRICT COURT JURY DUTY ON 6-21	12.00
	TRESMOND MCMILLIAN	224135	R	DISTRICT COURT JURY DUTY ON 6-21	12.00
	VICTORIA MENSİK	224222	R	GRAND JURY DUTY ON 6-24-21	40.00
	WAYNE KARSTADT	224155	R	DISTRICT COURT JURY DUTY ON 6-21	12.00
	WILLIAM APPELT	224131	R	DISTRICT COURT JURY DUTY ON 6-21	12.00
	DEPARTMENT TOTAL				1,809.46
0450-DISTRICT CLERK					
	GREATAMERICA FINANCIAL SVCS	224098	A	KYOCERA COPIER MAINT/INV#29513859	120.40
	LINDA HOLMAN	224058	A	CDCAT CONF EXPS	792.52
	DEPARTMENT TOTAL				912.92
0451-JUSTICE OF THE PEACE #1					
	TEXAS STATE UNIVERSITY	224081	A	VIRTUAL LEGISLATIVE UPDATE	50.00
	XEROX FINANCIAL SERVICES	223997	R	XEROX COPIER LEASE PMT/INV#2670630	125.00
	DEPARTMENT TOTAL				175.00
0452-JUSTICE OF THE PEACE #2					

**MINUTES OF THE COLORADO COUNTY
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DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
	BOE REEVES	224015	A	MILEAGE (6-7 THRU 6-13)	54.88
	XEROX FINANCIAL SERVICES	223998	R	XEROX COPIER LEASE PMT/INV#2670630	125.00
	DEPARTMENT TOTAL				179.88
0453-JUSTICE OF THE PEACE #3					
	PRESTIGE OFFICE PRODUCTS, LLC	224064	A	BINDER CLIPS/INV#122818	5.28
	XEROX FINANCIAL SERVICES	223999	R	XEROX COPIER LEASE PMT/INV#2670630	125.00
	DEPARTMENT TOTAL				130.28
0454-JUSTICE OF THE PEACE #4					
	TIME WARNER CABLE ENTERPRISES LLC	223995	R	JP#4 PHONE SVC & INTERNET	150.44
	DEPARTMENT TOTAL				150.44
0475-COUNTY ATTORNEY					
	ARMSTRONG FORENSIC LABORATORY, INC	224179	A	SHIPPING RETURN OF EVIDENCE	35.00
	AT&T MOBILITY	224096	A	CELLULAR SVC/ACCT#826401607	216.84
	CHASE CARD SERVICES	224159	A	HOTEL FOR CO ATTY CONF	298.24
	OFFICE DEPOT, INC.	224189	A	OFFICE SUPPLIES/INV#178041527001	242.62
	TDCAA	224190	A	2021 INVESTIGATOR CONF/INV#185099	350.00
	TDCAA	224191	A	LEGISLATIVE UPDATE REG/INV#185895	100.00
	XEROX FINANCIAL SERVICES	224003	R	XEROX COPIER LEASE PMT/INV#2670630	300.00
	DEPARTMENT TOTAL				1,542.70
0495-COUNTY AUDITOR'S OFFICE					
	PRESTIGE OFFICE PRODUCTS, LLC	224065	A	CALCULATOR & ROLLS/#122754,122859	123.79
	SYNCB/AMAZON	224078	A	APC BATTERY BACKUP	61.59
	XEROX FINANCIAL SERVICES	224000	R	XEROX COPIER LEASE PMT/INV#2670630	125.00
	DEPARTMENT TOTAL				310.38
0497-COUNTY TREASURER					
	PRESTIGE OFFICE PRODUCTS, LLC	224068	A	EXPANDING FILE FOLDERS/INV#122735	39.36
	DEPARTMENT TOTAL				39.36
0499-TAX ASSESSOR-COLLECTOR					
	ERICA KOLLAJA	224040	A	TAX ASSESSOR COLLECTOR CONF EXPS	192.86
	DEPARTMENT TOTAL				192.86
0510-COURTHOUSE BUILDING					
	A-LINE AUTO PARTS	224006	A	PARTS & HYDRAULIC FLUID/CUST#46398	224.97
	A-LINE AUTO PARTS	224007	A	HYD & TRANS FLUID/CUST#46398	38.50
	A-LINE AUTO PARTS	224008	A	BATTERY/CUST#46398	114.22
	CAPITAL ONE	224021	A	CLEANING SUPPLIES/TR#6264,2734,3753	89.99
	COLUMBUS PLUMBING & SERVICE, INC.	224181	A	TEFLON TAPE & SLOAN ORING/INV#4255	4.50
	COLUMBUS PLUMBING & SERVICE, INC.	224231	A	SLOAN VACUUM/INV#4275	8.95
	CONSTELLATION NEW ENERGY, INC.	224165	A	EL EMS ELECTRICITY TO 6-16	262.98
	GULF COAST PAPER CO., INC.	224051	A	CLEANING SUPPLIES/INV#2059897	86.16
	PRESTIGE OFFICE PRODUCTS, LLC	224063	A	DISPOSABLE MOP HEADS/INV#122772	127.25
	SYNCB/AMAZON	224075	A	(2) PORTABLE A/C UNITS FOR CRTHOUSE	829.98
	TOEPPERWEIN AIR-CONDITIONING	224082	A	A/C REPAIRS @ ANNEX & AG/INV#14477	1,101.84
	TRACTOR SUPPLY CREDIT PLAN	224083	A	(2) 12 VOLT BATTERIES	39.98
	TRACTOR SUPPLY CREDIT PLAN	224108	A	GLYPHOSATE	54.99
	WILSON FIRE EQUIPMENT & SVC CO, INC	224192	A	SERVICE FIRE ALARM/INV#SEI-21-04333	1,367.19
	DEPARTMENT TOTAL				4,351.50
0530-EMERGENCY MANAGEMENT					
	AT&T MOBILITY	224094	A	CELLULAR SVC/ACCT#826401607	57.17
	DEPARTMENT TOTAL				57.17
0540-EMS DIRECTOR/AMBULANCE					

**MINUTES OF THE COLORADO COUNTY
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06/28/2021--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0012 GENERAL FUND CYCLE: ALL PAGE 4
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DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
	ALYSSA BETH MOLINA	224012	A	3RD QTR PAYMENT AS PER BUDGET	2,625.00
	BOUND TREE MEDICAL, LLC	224016	A	MEDICAL SUPPLIES/INV#84088117	328.30
	CAPITAL ONE	224022	A	(3) MATTRESS PADS/TR#08061	29.88
	CAPITAL ONE	224242	A	SUPPLIES/TR#04866	4.44
	CHASE CARD SERVICES	224160	A	SPECTRUM CELL PHONE FOR EL EMS	19.00
	COLORADO COUNTY OIL CO., INC.	224027	A	417 GALS DIESEL/INV#434764	1,031.78
	COLORADO COUNTY OIL CO., INC.	224028	A	321 GALS DIESEL/INV#434063	780.25
	COLORADO VALLEY TELEPHONE CO	224244	A	JUNE INTERNET SVC/ACCT#6745	87.95
	COLUMBUS TIRE CENTER	224245	A	ROTATE TIRES/INV#13555	40.00
	CURTIS VAN HOUTEN, PLLC	224037	A	3RD QTR PAYMENT AS PER BUDGET	375.00
	DR. RAMON CANTU D.O., PLLC	224038	A	3RD QTR PAYMENT AS PER BUDGET	375.00
	EMS MANAGEMENT & CONSULTANTS, INC.	224039	A	MAY EMS MEDICAL BILLING/INV#042786	2,969.34
	HENRY SCHEIN INC.	224053	A	MEDICAL SUPPLIES/INV#94487141	95.18
	HENRY SCHEIN INC.	224246	A	MEDICAL SUPPLIES/INV#95074003	136.78
	J & W PARTS	224247	A	PARTS/CUST#1445	22.27
	O'REILLY AUTO PARTS	224060	A	FREON, HOSE & WIPER FLUID/#1269382	30.96
	O'REILLY AUTO PARTS	224248	A	OIL & ANTIFREEZE/CUST#1269382	251.09
	PRAXAIR DISTRIBUTION, INC.	224061	A	OXYGEN/INV#64051685	413.54
	QUADMED, INC.	224249	A	MEDICAL SUPPLIES/INV#193091	216.23
	RAYMOND RUSSELL THOMAS, JR	224070	A	3RD QTR PAYMENT AS PER BUDGET	375.00
	TIME WARNER CABLE ENTERPRISES LLC	223990	R	FIBER INTERNET @ EMS	451.36
	TIME WARNER CABLE ENTERPRISES LLC	223994	R	EL EMS PHONE SVC	39.99
	XEROX FINANCIAL SERVICES	224001	R	XEROX COPIER LEASE PMT/INV#2670630	150.00
	DEPARTMENT TOTAL				10,848.34
0560-COUNTY SHERIFF					
	ANDREW LOPEZ	224092	A	MENTAL HEALTH OFFICER TRAINING EXPS	1,057.47
	AT&T MOBILITY	224093	A	CELLULAR SVC/ACCT#826401607	34.97
	COLORADO COUNTY OIL CO., INC.	224029	A	890 GALS GASOLINE/INV#434062	565.33
	COLORADO COUNTY OIL CO., INC.	224030	A	815 GALS GAS/INV#435069	1,954.61
	COLORADO COUNTY OIL CO., INC.	224044	A	632 GALS GASOLINE/INV#435429	1,546.95
	COLORADO COUNTY OIL CO., INC.	224230	A	748 GALS GASOLINE/INV#435886	1,793.93
	COLORADO VALLEY VETERINARY SERVICE	224164	A	HORSE EXAMINATION/INV#153104	78.50
	GT DISTRIBUTORS, INC.	224099	A	UNIFORMS/INV0848439	97.90
	PRESTIGE OFFICE PRODUCTS, LLC	224105	A	(4)WIRELESS MOUSE/INV#122762,1718CM	41.76
	PRESTIGE OFFICE PRODUCTS, LLC	224106	A	FILE FOLDERS/INV#122750	80.36
	RACHEL SWIRE	224173	A	HORSE(WHISKEY) TRANSPORT & BOARDING	1,064.00
	RACHEL SWIRE	224174	A	HORSE(Tequila) TRANSPORT & BOARDING	265.50
	SCHNEIDER TIRE & LUBE LLC	224071	A	INSPECTION/INV#37076	7.00
	TIME WARNER CABLE ENTERPRISES LLC	223991	R	FIBER INTERNET @ SO	1,114.82
	VICTORIA VETERINARY CLINIC	224177	A	VET CHGS ON HORSE-TEQUILA/INV#11100	941.14
	VICTORIA VETERINARY CLINIC	224178	A	VET CHGS ON HORSE-WHISKEY/INV#11241	270.00
	WATCHGUARD, INC.	224236	A	(2)PANORAMIC 4RE/VISTA WIFI BUNDLE	11,090.00
	WATCHGUARD, INC.	224237	A	(2) VISTA WIFI WEARABLE CAMERAS	2,360.00
	WEIMAR VETERINARY CLINIC	224218	A	VET CHG ON HORSES/CAUSE#AS-21-0004	490.00
	DEPARTMENT TOTAL				24,854.24
0565-OPERATION OF JAIL					
	A-1 SHINER FIRE & SAFETY, INC.	224005	A	SEMI-ANNUAL FIRE ALARM INSPECTION	925.35
	BRYAN RADIOLOGY ASSOCIATES	224019	A	RADIOLOGY/BRA210462/5-26-21/INMATE	32.34
	BRYAN RADIOLOGY ASSOCIATES	224193	A	RADIOLOGY/BRA212782/6-10-21/INMATE	66.29
	BRYAN RADIOLOGY ASSOCIATES	224194	A	RADIOLOGY/BRA212782/6-10-21/INMATE	26.46
	CAPITAL ONE	224020	A	PRESSURE WASHER/TR#07869	158.00
	CAPITAL ONE	224197	A	(14) BOTTLES OF BLEACH/TR#01383	25.64
	CAPITAL ONE	224243	A	CLEANING SUPPLIES/TR#02261	88.15
	CLINICAL SOLUTIONS PHARMACY	223975	R	MAY INMATE MEDICINE/INV#70692	47.88
	CLINICAL SOLUTIONS PHARMACY	223976	R	MAY INMATE MEDICINE/INV#70692	39.64

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
JUNE 28, 2021**

06/28/2021--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0012 GENERAL FUND
TIME:01:49 PM ACCOUNTS PAYABLE CHECKS AS OF 06/28/21

CYCLE: ALL PAGE 5
PREPARER:0006

DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
	CLINICAL SOLUTIONS PHARMACY	223977	R	MAY INMATE MEDICINE/INV#70692	12.69
	CLINICAL SOLUTIONS PHARMACY	223978	R	MAY INMATE MEDICINE/INV#70692	16.61
	CLINICAL SOLUTIONS PHARMACY	223979	R	MAY INMATE MEDICINE/INV#70692	14.46
	CLINICAL SOLUTIONS PHARMACY	223980	R	MAY INMATE MEDICINE/INV#70692	8.55
	CLINICAL SOLUTIONS PHARMACY	223981	R	MAY INMATE MEDICINE/INV#70692	227.69
	CLINICAL SOLUTIONS PHARMACY	223982	R	MAY INMATE MEDICINE/INV#70692	38.94
	CLINICAL SOLUTIONS PHARMACY	223983	R	MAY INMATE MEDICINE/INV#70692	17.71
	CLINICAL SOLUTIONS PHARMACY	223984	R	MAY INMATE MEDICINE/INV#70692	22.25
	CLINICAL SOLUTIONS PHARMACY	223985	R	MAY INMATE MEDICINE/INV#70692	33.60
	CLINICAL SOLUTIONS PHARMACY	223986	R	MAY INMATE MEDICINE/INV#70692	10.61
	CLINICAL SOLUTIONS PHARMACY	223987	R	MAY INMATE MEDICINE/INV#70692	18.25
	CLINICAL SOLUTIONS PHARMACY	223988	R	MAY INMATE MEDICINE/INV#70692	1,733.81
	CLINICAL SOLUTIONS PHARMACY	223989	R	MAY INMATE MEDICINE/INV#70692	187.68
	COLUMBUS COMMUNITY HOSPITAL	224201	A	HOSP CHGS/20399939/5-10-21/INMATE	97.51
	COLUMBUS COMMUNITY HOSPITAL	224202	A	HOSP CHGS/20400473/5-13-21/INMATE	97.51
	COLUMBUS PLUMBING & SERVICE, INC.	224032	A	REPLACE BRASS SPRAY NOZZLE/INV#1667	244.49
	CONCORD MEDICAL GROUP, PLLC	224033	A	PHYSICIAN SVCS/97759420/5-26/INMATE	79.62
	CONCORD MEDICAL GROUP, PLLC	224034	A	PHYSICIAN SVCS/97770622/5-27/INMATE	79.62
	DOUBLE "C" PEST CONTROL	224204	A	PEST CONTROL @ JAIL/INV#4431	60.00
	H.E. BUTT GROCERY COMPANY	224052	A	FOOD FOR INMATES/INV#181402	158.02
	LABATT FOOD SERVICE	224056	A	WEEKLY FOOD ORDER/INV#06145444	1,356.88
	LABATT FOOD SERVICE	224057	A	WEEKLY FOOD ORDER/INV#06172787	1,162.88
	LABATT FOOD SERVICE	224208	A	WEEKLY FOOD ORDER/INV#06218592	1,134.79
	SKYLINE EQUIPMENT COMPANY, INC.	224072	A	DRYER REPAIR/INV#PSMI000910	285.00
	SKYLINE EQUIPMENT COMPANY, INC.	224073	A	DRYER REPAIR/INV#PSMI000959	418.02
	SOUTHERN HEALTH PARTNERS, INC	224214	A	MEDICAL SUPPLIES/INV#MIS7580	75.96
	WICK'S WESTERN AUTO	224091	A	SERVICE LAWN MOWER/INV#3342081	450.83
	XEROX FINANCIAL SERVICES	224002	R	XEROX COPIER LEASE PMT/INV#2670630	250.00
	DEPARTMENT TOTAL				9,703.73
0570-SUPERVISION & CORRECTIONS					
	ADULT PROBATION DEPT	224011	A	3RD QTR PAYMENT AS PER BUDGET	1,750.00
	JUVENILE PROBATION DEPT	224055	A	3RD QTR PAYMENT AS PER BUDGET	31,263.00
	DEPARTMENT TOTAL				33,013.00
0575-MENTAL HEALTH & ALCOHOL					
	TEXANA CENTER	224079	A	3RD QTR PAYMENT AS PER BUDGET	3,545.00
	DEPARTMENT TOTAL				3,545.00
0585-INFORMATION TECHNOLOGY					
	CHASE CARD SERVICES	224162	A	COMPTIA NETWORK TRAINING	559.00
	CHASE CARD SERVICES	224163	A	EXPRESS BURN PLUS CD LICENSE	25.21
	DEPARTMENT TOTAL				584.21
0640-CONTRACT SERVICES					
	CARING TRANSPORTS, LLC	224023	A	TRANSPORT BODY ON 5-14/INV#1130	217.50
	FORT BEND COUNTY MEDICAL EXAMINER	224041	A	AUTOPSY ON 1-27/INV#1028	2,600.00
	TRAVIS COUNTY MEDICAL EXAMINER	224084	A	AUTOPSY/PA21-00352/INV#3300004774	3,335.00
	WHARTON CO JUNIOR COLLEGE	224088	A	3RD QTR PAYMENT AS PER BUDGET	6,220.00
	DEPARTMENT TOTAL				12,372.50
0645-INDIGENT HEALTH CARE					
	BRYAN RADIOLOGY ASSOCIATES	224018	A	RADIOLOGY/BRA125026/6-9-21/IHC	55.67
	COLUMBUS COMMUNITY HOSPITAL	224200	A	PHYSICIAN SVCS/20404182/4-19-21/IHC	191.21
	COLUMBUS MEDICAL CLINIC	224031	A	OFFICE VISIT/369165/5-19-21/IHC	73.00
	GENERAL SURGERY OF TEXAS, PA	224042	A	PHYSICIAN SVCS/EK4322/5-11-21/IHC	46.73
	HUFFMAN ANESTHESIA, PLLC	224054	A	ANESTHESIA SVCS/1349400/6-2-21/IHC	141.41

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
JUNE 28, 2021

06/28/2021--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0012 GENERAL FUND
TIME:01:49 PM ACCOUNTS PAYABLE CHECKS AS OF 06/28/21

CYCLE: ALL PAGE 6
PREPARER:0006

DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
	ORTHOLONESTAR PLLC	224212	A	PHYSICIAN SVCS/TOHO041089-01/4-29	759.98
	PATHOLOGISTS BIO-MEDICAL LABORATORY	224213	A	PATHOLOGY/10350149115/6-2-21-IHC	126.43
	UTMB AT GALVESTON	224086	A	HOSP CHGS/H103257936200/4-26/IHC	1,517.34
	UTMB FACULTY GROUP PRACTICE	224085	A	PHYSICIAN SVCS/P1149151530/4-26/IHC	115.47
	DEPARTMENT TOTAL				3,027.24
0665-AGRI EXTENSION SERVICE					
	CAPITAL ONE	224195	A	SUPPLIES FOR CO ROW CROP TOUR/01021	3.78
	CAPITAL ONE	224196	A	SNACKS FOR 4-H SUMMER CAMP/TR#00909	74.34
	CAPITAL ONE	224220	A	SNACKS FOR 4-H SUMMER CAMP/TR#05960	18.84
	JA'SHAE HORN	224205	A	FOOD MANAGERS CERT TRAINING EXPS	20.00
	JA'SHAE HORN	224206	A	4-H STATE ROUNDUP EXPS	212.26
	JONITRESS JONES	224232	A	MILEAGE TO COUNTY ROW CROP TOUR	25.76
	LARAMIE KETTLER	224209	A	TCAA MEMBER REGISTRATION	225.00
	TEXAS A&M AGRILIFE EXTENSION	224233	A	TX 4H DIST 11 JR LEADERSHIP LAB	20.00
	TIME WARNER CABLE ENTERPRISES LLC	223992	R	INTERNET @ AG BLDG	120.62
	XEROX FINANCIAL SERVICES	224004	R	XEROX COPIER LEASE PMT/INV#2670630	477.77
	DEPARTMENT TOTAL				1,198.37
0695-MISCELLANEOUS					
	BAUMGART AGENCIES	224219	A	CO CLERK BLANKET BOND RENEWAL	285.00
	DARRELL KUBESCH	224097	A	POSTAGE TO RETURN VOLVO PART	43.95
	DONNIE TEMPLETON	224166	A	MH OFFICER TRAINING EXPS	738.20
	GOVERNMENT FINANCE OFFICERS ASSOC	224046	A	CERT OF ACHIEVEMENT REVIEW FEE	530.00
	HARRIS COUNTY CONSTABLE PCT #2	224241	R	SERVICE OF CITATION/CAUSE#11543	150.00
	PRESTIGE OFFICE PRODUCTS, LLC	224067	A	PAPER/INV#122652	199.96
	PRESTIGE OFFICE PRODUCTS, LLC	224171	A	PAPER/INV#122817	337.47
	PRESTIGE OFFICE PRODUCTS, LLC	224234	A	PAPER/INV#122847	40.50
	QUADIANT, INC.	224069	A	MAIL MACHINE LEASE PMT/INV#N8918481	223.86
	TIME WARNER CABLE ENTERPRISES LLC	223993	R	FIBER INTERNET @ COURTHOUSE	653.41
	TRAVIS COUNTY CONSTABLE PCT #3	224240	R	SERVICE OF CITATION/CAUSE#11543	160.00
	DEPARTMENT TOTAL				3,362.35
	FUND TOTAL				235,312.90

06/28/2021--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0014 AIRPORT FUND
TIME:01:49 PM ACCOUNTS PAYABLE CHECKS AS OF 06/28/21

CYCLE: ALL PAGE 7
PREPARER:0006

DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0520-AIRPORT FUND EXPENDITURES					
	A & A OIL CO., INC.	224009	A	DIESEL FOR AIRPORT/INV#2353,754751	101.43
	DEPARTMENT TOTAL				101.43
	FUND TOTAL				101.43

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
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06/28/2021--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0021 R&B PCT #1 CYCLE: ALL PAGE 8
 TIME:01:49 PM ACCOUNTS PAYABLE CHECKS AS OF 06/28/21 PREPARER:0006

DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0621-R&B #1 TOTAL DISBURSEMNTS					
	COLORADO COUNTY OIL CO., INC.	224180	A	566 GALS GAS,1307 GALS DIESEL/433718	4,121.85
	COLUMBUS TRAILER SUPPLY	224182	A	PARTS/INV#8323-8	159.85
	JOHN DEERE FINANCIAL	224183	A	PARTS/CUST#01042-62002	415.73
	LARRY'S SUPER SERVICE	224184	A	TIRE REPAIR & TUBE/INV#544523	34.95
	MORRISON SUPPLY COMPANY	224185	A	NU-BRITE/INV#S110883839.001	54.86
	MORRISON SUPPLY COMPANY	224186	A	PVC PIPE/INV#S110905524.001	207.00
	MUSTANG CAT	224187	A	PARTS/INV#5595313,5596608	243.01
	MUSTANG CAT	224188	A	PARTS/INV#5596609,5596610	300.48
	DEPARTMENT TOTAL				5,537.73
	FUND TOTAL				5,537.73

06/28/2021--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0022 R&B PCT #2 CYCLE: ALL PAGE 9
 TIME:01:49 PM ACCOUNTS PAYABLE CHECKS AS OF 06/28/21 PREPARER:0006

DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0622-PCT #2 TOTAL DISBURSEMNTS					
	EDWARD J. SEIFERT OIL CO.	224238	A	GEAR OIL & THF/INV#59898, 59891	1,114.00
	GORMAN UNIFORM RENTAL, INC	224239	A	UNIFORMS/#2610771,2611992,2613233	355.59
	H & C CONSTRUCTION COMPANY, INC.	224100	A	ROAD PAVING MATERIAL/INV#202121	29,218.06
	HERRMANN INTERNATIONAL	224101	A	PARTS/#X101003123:01,X101003249:01	190.52
	HERRMANN INTERNATIONAL	224102	A	FILTERS/INV#X101003222:01	220.84
	M-G FARM SERVICE CENTER	224103	A	GREASE GUN/CUST#3310	59.99
	MCCOY'S BUILDING SUPPLY	224104	A	MAILBOX POST & CONCRETE/INV#1208155	60.26
	PRESTIGE OFFICE PRODUCTS, LLC	224066	A	OFFICE SUPPLIES/INV#122775,122791	93.75
	STAVINOKA TIRE PROS LLC	224107	A	DUMP TRUCK TIRES/INV#85642	783.98
	WALLER COUNTY ASPHALT, INC	224087	A	25.3 TONS COLD MIX/INV#21049	2,593.25
	DEPARTMENT TOTAL				34,690.24
	FUND TOTAL				34,690.24

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

JUNE 28, 2021

06/28/2021--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0023 R&B PCT #3
TIME:01:49 PM ACCOUNTS PAYABLE CHECKS AS OF 06/28/21

CYCLE: ALL PAGE 10
PREPARER:0006

DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0623-R&B #3	TOTAL DISBURSEMNTS				
	CINTAS CORPORATION	224198	A	UNIFORMS/INV#4087316954,4087966928	404.27
	COLORADO COUNTY OIL CO., INC.	224199	A	630 GALS GAS,2155 GALS DIESEL/435427	6,763.88
	COLORADO COUNTY OIL CO., INC.	224221	A	HYDRAULIC OIL & DEF/#435470,435524	413.32
	COLUMBUS TIRE CENTER	224203	A	INSPECTION/INV#13217	7.00
	JOHN DEERE FINANCIAL	224207	A	TRACTOR PARTS/ACCT#75317-75398	555.91
	LA ROCHE	224210	A	PARTS/INV#011882	389.20
	MUSTANG CAT	224211	A	BACKHOE PARTS/INV#PART5593826	80.76
	SYNCB/AMAZON	224076	A	MOUNTING PASTE	22.00
	SYNCB/AMAZON	224077	A	LADDER	99.00
	TRAFKO INDUSTRIES INC.	224215	A	SAFETY LIGHTS/INV#50063	345.00
	TRAFKO INDUSTRIES INC.	224216	A	FLOOD GAUGE/INV#50064	180.00
	WALLER COUNTY ASPHALT, INC	224217	A	28.73 TONS COLD MIX/INV#20991	2,528.24
	DEPARTMENT TOTAL				11,788.58
	FUND TOTAL				11,788.58

06/28/2021--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0024 R&B PCT #4
TIME:01:49 PM ACCOUNTS PAYABLE CHECKS AS OF 06/28/21

CYCLE: ALL PAGE 11
PREPARER:0006

DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0624-PCT #4	TOTAL DISBURSEMNTS				
	ADCO POWER STEERING PRODUCTS, INC	224010	A	M-100 P/S GEAR/INV#36231	625.00
	APPLIED INDUSTRIAL TECHNOLOGIES	224013	A	HAND CLEANER/INV#7021773676	74.07
	ATCO INTERNATIONAL	224157	A	(12)INSECTICIDE POWDER/INV#10579675	265.90
	BRAUNTEX MATERIALS INC.	224017	A	61.43 TONS COMMERCIAL BASE/#123174	353.23
	BRAUNTEX MATERIALS INC.	224109	A	30.74 TONS COMMERCIAL BASE/#123520	176.76
	CINTAS CORPORATION	224251	A	UNIFORMS/INV#4088133241,4087481503	191.48
	COLORADO CO TAX ASSESSOR/COLLECTOR	224024	A	VEHICLE RENEWAL REG/LP#1229141	7.50
	DARRELL GERTSON	224250	A	MILEAGE (6-10 THRU 6-24)	590.80
	HERRMANN INTERNATIONAL	224158	A	(2) CONVEX MIRROR/INV#X101003274:01	144.30
	HLAVINKA EQUIPMENT COMPANY	224167	A	SEAL KIT/INV#BER-1061975	58.23
	PRESLEY'S ALTERNATOR, INC.	224062	A	REBUILT 24 VOLT STARTER/INV#97559	249.00
	WHARTON TRACTOR COMPANY	224089	A	BLADES/INV#29217W	781.71
	WHARTON TRACTOR COMPANY	224090	A	BLADES/INV#2900W	342.85
	DEPARTMENT TOTAL				3,860.83
	FUND TOTAL				3,860.83

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
JUNE 28, 2021**

06/28/2021--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0045 LEOSE ACCOUNT
TIME:01:49 PM ACCOUNTS PAYABLE CHECKS AS OF 06/28/21

CYCLE: ALL PAGE 12
PREPARER:0006

DEPARTMENT		INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
NAME-OF-VENDOR					
0560-COUNTY SHERIFF					
	TGL-POLICE TELECOMMUN TRAINING LLC	224176	A	TRAINING/INV#2106117887-07	35.00
	DEPARTMENT TOTAL				35.00
	FUND TOTAL				35.00

06/28/2021--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 9999 GRAND TOTAL PAGE
TIME:01:49 PM ACCOUNTS PAYABLE CHECKS AS OF 06/28/21

CYCLE: ALL PAGE 13
PREPARER:0006

DEPARTMENT		INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
NAME-OF-VENDOR					
	GRAND TOTAL				291,326.71

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

JUNE 28, 2021

COLORADO COUNTY, TEXAS JUNE 16TH THRU 30TH PAID ON JUNE 30, 2021	SALARIES	FICA	INSURANCE	TCDRS	TOTAL	ACCOUNTS PAYABLE CHECKS
GENERAL FUND (DEDUCTIONS)	272,357.71	20,057.61	51,136.09	32,493.39	376,044.80	
RECORDS PRESERVATION (DEDUCTIONS)	0.00	0.00	0.00	0.00	0.00	
R&B PCT #1 (DEDUCTIONS)	12,265.75	910.17	2,909.81	1,471.88	17,557.61	7374 TAC HEBP 7375 AIREVAC 7376 MASA 7377 LINA 7378 PIC
R&B PCT #2 (DEDUCTIONS)	11,755.75	886.20	2,907.84	1,410.68	16,960.47	
R&B PCT #3 (DEDUCTIONS)	14,891.25	1,008.97	2,495.26	1,686.15	20,081.63	1481.93 TEXAS CSDU 856.02 TEXAS LIFE 352.09 TRANSAMERICA 650.00 NACO 6,079.94 AFLAC 121,502.75 TODRS 73,320.66 FEDL RESERVE BANK 190.33 DENTAL SELECT 967.50 VOYA 698.32 GYM MEMBERSHIP
R&B PCT #4 (DEDUCTIONS)	10,966.75	803.74	2,487.67	1,316.01	15,574.17	822.51 TCDRS
CO ATTY FOREFEITURE (DEDUCTIONS)	167.50	12.76	0.00	20.12	200.38	11.73 IDENTAL SELECT
ELECTIONS CONTRACT (DEDUCTIONS)	0.00	0.00	0.00	0.00	0.00	235,599.09 TOTAL SALARIES (CKS 112969-113161)
SECURITY FUND (DEDUCTIONS)	3,127.50	235.55	0.00	375.31	3,738.36	38,877.78 Social Security 9,092.39 Medicare Tax 47,970.17 25,350.49 73,320.66
HOT CHECK FUND (DEDUCTIONS)	0.00	0.00	0.00	0.00	0.00	326,453.71 Social Security 12,923.19 Medicare Tax 313,530.52 FED WH
CO ATTY SUPPLEMENTAL (DEDUCTIONS)	921.50	70.05	0.00	110.61	1,102.16	62,351.89 62,351.88 124,703.77 EMPLOYER 10,254.45 EMPLOYEE 10,254.45 TODRS 145,212.67 12,288.94 3,323.28 1,145.28 161,970.17
TOTALS	326,453.71	23,985.05	61,936.67	38,884.15	451,259.58	121,502.75

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
JUNE 28, 2021

**COLORADO
COUNTY**

**INDIGENT
HEALTH CARE**

***JUNE
2021***

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
JUNE 28, 2021**



Form
3072

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

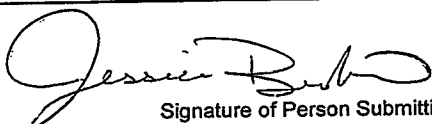
County Name Colorado Co. Indigent Report for (Month/Year) 06/2021
or
Amendment of the Report for (Month/Year)

I. REIMBURSABLE EXPENDITURES during This Report Month

Physician Services	1.	\$1,335.03	
Prescription Drugs	2.	\$0.00	
Hospital, Inpatient Services	3.	\$9,688.58	
Hospital, Outpatient Services	4.	\$2,572.73	
Laboratory/X-Ray Services	5.	\$221.32	
Skilled Nursing Facility Services	6.	\$0.00	
Family Planning Services	7.	\$0.00	
Rural Health Clinic Services	8.	\$73.00	
State Hospital Contracts	9.	\$0.00	
Optional Health Care Services	10.	\$0.00	
Amount of Intergovernmental Transfer	11.		
Total Expenditures (Add #1 through #11.)			12. \$13,890.66
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. \$13,890.66

II. EXPENDITURE TRACKING for State Assistance Funds Eligibility/Reimbursement

TOTAL EXPENDITURES for Current State Fiscal Year (9/1 - 8/31) \$		<u>74,006.97</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

06/24/2021
Date

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

JUNE 28, 2021

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

JULY, 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
Justin Allan Jones

DENIED DUE TO CHANGE :

DENIED APPLICATIONS:

APPROVED APPLICATIONS: Justin Allan Jones

APPLICATIONS PENDING [DISABILITY/SSI]:

(Approved SSI w/Medicaid)

(Income)

(Moved)

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
JUNE 28, 2021**

- _13. Announcements (without discussion and no action) by elected officials/department heads. (Types of Announcements: Events, Road Conditions, Weather Occurrences, Important Dates, Vacancies in Offices or Positions, Accomplishments of Individuals, and Notices)**

Amanda Daniel, EMS Director informed there are no vaccines at this time.

Rebecka LaCourse, Election Administrator stated there will be two Election trainings soon with ES&S present.

- _14. 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.

- _15. Budget Workshop.**

Judge Prause stated at 10:20 AM, we will take a short recess.

It is now 10:35 AM, Court is back in session for Budget Workshop.

Judge Prause stated that we asked (3) to come back in today and those being:

Chuck Rogers, Rebecka LaCourse and Amanda Daniel.

Rebecka LaCourse, Election Administrator:

**0310 – voting supplies/printing approved increase; 4 ayes 1 nay;
0420 – communication expense/mifi/phones approved increase; 4 ayes 1 nay
0425 – voter registration expense approved increase; 3 ayes
0431 – publications – keep same, put Ballots on Website
0532 – equipment & software – no; try to use HAVA Funds if available.**

Amanda Daniel, EMS Director:

**0334 – ambulance supplies approved increase; 5 ayes;
0420 – communications expense for mobile home – not approved, come back when needed;
0454 – repairs to AMB/equipment – approved service contract; 4 ayes.**

Chuck Rogers, Emergency Management Coordinator:

**0453 – radio repairs & maintenance – wait for Grant and see if we get any money;
0575 – motor vehicle – approve \$200.00; 4 ayes.**

Erica Kollaja, Tax Assessor/Collector came in could not respond via Zoom, she was asked to come back in two weeks at next meeting; Judge Prause said he will call Cavender's and check on service they are receiving.

Mark Potter had signed a Public Comment Rules Form to speak on Agenda Item #15 – stating need to use paper ballots and questioned the cost of the voting machines. Also mentioned SB598, auditable trail.

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
JUNE 28, 2021**

James Ross also signed a Public Comment Rules Form to speak on Agenda Item #15 – spoke regarding deadlines and curbside voting.

_16. Adjourn.

Motion by Judge Prause to adjourn at 12:25 PM; seconded by Commissioner Kubesch.

An audio recording of this meeting of June 28, 2021 is available in the County Clerk's Office.

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
JUNE 28, 2021

Minutes were taken and prepared by Kimberly Menke, County Clerk on the 28th day of June 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 28th day of June 2021.

Given under my hand and official seal of office this date June 28, 2021.

