

COLORADO COUNTY COMMISSIONERS COURT
NOTICE OF OPEN MEETING

DATE OF MEETING: November 22, 2021 – 9:00 A.M.
BUILDING: Colorado County Courthouse, County Courtroom
STREET LOCATION: 400 Spring Street
CITY OF LOCATION: Columbus, Texas

The Colorado County Commissioners Court Meetings will be broadcast live on Zoom <https://txcourts.zoom.us/j/93198500943>. Public comment must be made in person at the meetings but for those individuals who wish to watch or listen remotely, please join the Zoom meeting referenced above.

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 22nd day November 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
Honorable Kimberly Menke	County Clerk

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

Pledges to the United States Flag and Texas Flag.

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
NOVEMBER 22, 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
NOVEMBER 22, 2021**

COLORADO COUNTY COMMISSIONERS COURT
NOTICE OF OPEN MEETING

FILED FOR RECORD
COLORADO COUNTY CLERK

2021 NOV 18 PM 4:30

KIMBERLY HOLLIF
COUNTY CLERK

N.D.

DATE OF MEETING: November 22, 2021 – 9:00 A.M.
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Pursuant to the authority granted under Government Code, Chapter 551, the Commissioners Court may convene in a closed meeting to discuss, deliberate and take action on any of the agenda items listed below. Immediately before any closed session, the specific section or sections of Government Code, Chapter 551, which provides statutory authority, will be announced.

DELIBERATE AND CONSIDER ACTION ON THE FOLLOWING ITEMS:

1. Agenda as posted.
2. Public comments.
3. Recognize the accomplishment of the Columbus Lady Cardinal Volleyball Team for participating in the UIL State Class 3A Semi-Finals.
4. Authorize Colorado County Development Permit Officer, Caleb Tello, to hire outside engineer Kirk Lowe and other experts from time to time to provide engineering services to assist with drainage and development review activities. (Neuendorff/Prause)
5. Consider and approve the Final Plat of Big Easy Ranch Estates, a subdivision in the J. Rawlings Survey, Abstract No. 476 and the S.J. Redgate Survey, Abstract No. 478, Precinct No. 3. (Neuendorff)
6. Application submitted by San Bernard Electric Cooperative, Inc. to place 1 guy wire in right-of-way of Brushy Road, Precinct No. 3. (Neuendorff)
7. Application submitted by Industry Telephone Company to bury a communication line upon and along the right-of-away of Schuette Road, Precinct No. 3. (Neuendorff)
8. Application for Limited Land Division submitted by McDaniel Medical Technology Services LLC to divide a 7.657 acre tract of land located in the Martin D. Ramsey Survey, Abstract No. 474, Precinct No. 4. (Gertson)
9. Authorize Colorado County Precinct 4 to use county road equipment, construction equipment, including trucks, and employees necessary to operate the equipment to assist the City of Eagle Lake, Texas in performing a paving project on Glen Flora Road pursuant to Tex. Transp. Code §251.015. (Gertson)
10. Consent Items:
 - a. Receive Financial Statement of the 2nd 25th Judicial District Community Supervision and Corrections Department for year ended August 31, 2021, pursuant to Texas Local Government Code Section 140.004.
 - b. Certification for Continuing Education for Joyce Guthmann, Treasurer, for the 2021 Texas Public Funds Investment Conference.
11. Examine and approve all accounts payable and budget amendments.
12. **CLOSED SESSION:** Pursuant to Section 551.071 and 551.129, Texas Government Code, to conduct a private consultation with the County's attorney regarding pending opioid litigation, and to authorize any required, necessary or possible action deemed to serve the best interests of Colorado County, Texas.

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
NOVEMBER 22, 2021**

- _13. **OPEN SESSION:** Pursuant to Section 551.102, Texas Government Code, to take final action, decision, or vote on the matter(s) deliberated in the closed meeting of Colorado County Commissioners Court.
- _14. 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)
- _15. Commissioners Court Members sign all documents and papers acted upon or approved.
- _16. Adjourn.

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

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
NOVEMBER 22, 2021**

__2. Public comments.

There were no Public Comments.

__3. Recognize the accomplishment of the Columbus Lady Cardinal Volleyball Team for participating in the UIL State Class 3A Semi-Finals.

Judge Prause invited the Columbus Lady Cardinal Volleyball Team to show them our support and recognition for their accomplishment.

Judge Prause asked Commissioner Keith Neuendorff to read the Commissioner Court Resolution to the Court.

They were asked to come forth to have their picture taken with the Court.

Motion by Judge Prause to approve Commissioner Court Resolution recognizing the accomplishment of the Columbus Lady Cardinal Volleyball Team for participating in the UIL State Class 3A Semi-Finals; seconded by Commissioner Neuendorff;

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

(See Attachment)

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
NOVEMBER 22, 2021**

COMMISSIONERS COURT RESOLUTION

WHEREAS, the Commissioners Court of Colorado County is pleased to recognize the members of the Columbus Lady Cardinal Volleyball Team for their outstanding accomplishments during the 2021 season; and

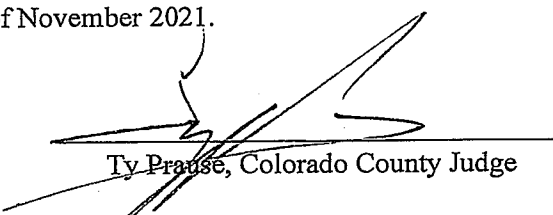
WHEREAS, this school year has involved great success for the Lady Cardinals for being one of the top 4 teams in the state to participate in the UIL State Class 3A Semi-Finals; and

WHEREAS, these young ladies have demonstrated talent, perseverance, and true sportsmanship on the court. Team members Taylor Morrow, Sage Thomas, Carina Alonso, Mia Post, Ally Tribe, Molly Olivarez, Ember Mandola, Madyson Carter, Audrey Thomson, Mayson Post, Shatyra Scott, Lainey Schobel, Isabel Kainer, Kenzie Heffley, and Claire Klausmeyer should take pride in their achievements; and

WHEREAS, the Court recognizes the exceptional leadership of Head Coach Kayley Johns and Assistant Coaches Jenn Chester, Garrett Schindler, and McKenna Higgins, and Managers Treasure Upson and Samantha Duncan for their achievements with the Columbus Lady Cardinal Volleyball Team. Their ability to forge teamwork through competition shall enhance the lives of these young ladies well into their future;

NOW, THEREFORE, BE IT RESOLVED, BY THE COMMISSIONERS COURT OF COLORADO COUNTY, TEXAS, that the Court hereby recognizes the Lady Cardinal Volleyball Team for their athletic accomplishments and achievements towards a successful 2021 season.

Approved this 22nd day of November 2021.

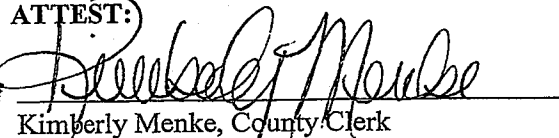

Ty Prause, Colorado County Judge


Doug Wessels, Commissioner, Precinct 1


Darrell Kubesch, Commissioner Precinct 2


Keith Nuendorff, Commissioner, Precinct 3


Darrell Gertson, Commissioner, Precinct 4

ATTEST:

Kimberly Menke, County Clerk



**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
NOVEMBER 22, 2021**

- __4.** Authorize Colorado County Development Permit Officer, Caleb Tello, to hire outside engineer Kirk Lowe and other experts from time to time to provide engineering services to assist with drainage and development review activities. (Neuendorff/Prause)

Motion by Commissioner Neuendorff to approve to authorize Colorado County Development Permit Officer, Caleb Tello, to hire outside engineer Kirk Lowe and other experts from time to time to provide engineering services to assist with drainage and development review activities; seconded by Judge Prause; 5 ayes 0 nays; motion carried, it was so ordered.

- __5.** Consider and approve the Final Plat of Big Easy Ranch Estates, a subdivision in the J. Rawlings Survey, Abstract No. 476 and the S.J. Redgate Survey, Abstract No. 478, Precinct No. 3. (Neuendorff)

Present today to submit Final Plat for a (40) lot subdivision and approval of Letter of Credit. Hope to get approval so we can go forward to build entrance road and gate. Commissioner Neuendorff stated all roads will be private and their roads are better than anything we could build.

Commissioner Neuendorff referred to Flag Lots # 10 and # 12.

They are hoping to have everything finished by late spring.

Neuendorff stated that changes to Letter of Credit be done with correct language for a (3) year period.

All houses will have fire hydrants for their protection.

They request the plat not to be filed until after January 2022 for their tax purposes.

Motion by Commissioner Neuendorff to approve Final Plat of Big Easy Ranch Estates, a subdivision in the J. Rawlings Survey, Abstract No. 476 and the S.J. Redgate Survey, Abstract No. 478, Precinct No. 3, accept the Letter of Credit with the changes that we discussed, so they can get started on building the roads to the subdivision; seconded by Commissioner Wessels; Judge Prause asked when will the plat be signed; they stated it will be signed in 2022; Judge Prause stated we do not need another meeting to approve the Final Plat if we are approving it now. Judge Prause wanted to make sure this will be the plat we file in January. Discussion regarding the Flag Lots.

**MINUTES OF THE COLORADO COUNTY
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Motion by Commissioner Neuendorff to change his motion, approve Final Plat of Big Easy Ranch Estates, a subdivision in the J. Rawlings Survey, Abstract No. 476 and the S.J. Redgate Survey, Abstract No. 478, Precinct No. 3 as presented, but with the option they can do away with the Flag Lots on # 10 and # 12, and to approve the Letter of Credit with the changes as we discussed, and to be filed after January 1st, 2022. but definitely in January; 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
NOVEMBER 22, 2021**

FILED FOR RECORD
COLORADO COUNTY, TX

2021 NOV 18 PM 2:22

**SUBDIVISION APPLICATION
for Colorado County, Texas**

KIMBERLY MENAE
COUNTY CLERK

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

N.O.

PROPOSED NAME OF SUBDIVISION: Big Easy Ranch - Sec II

PRECINCT IN WHICH THE SUBDIVISION LIES: 3

PRECINCT COMMISSIONER: Keth Neuenhoff

NAME OF PROPERTY OWNER: Billy Brown / BB Oak Creek Ranch, LLC

Address: 2400 Brun Millis Road Columbus TX

Telephone No: 979 733 8635

NAME OF APPLICANT: Dayne Rice / Steve Wilson

Company: Wilson Engineering

Address: 208 Foulkes Street Seaway TX

Telephone No: 979 895-3344

DATE PLAT FILED: 11-18-21

TOTAL ACREAGE OF DEVELOPMENT: 12.622 Acres

INTENDED USE OF LOTS:

Residential: Commercial/Industrial:

TOTAL NUMBER OF LOTS: 40 LOTS

FRONTAGE ON EXISTING ROAD:

COUNTY ROAD: 100' w / Section One

STATE ROAD: NA

OTHER ROAD: NA

IS THERE FLOODPLAIN WITHIN SUBDIVISION BOUNDARY?

YES: NO:

SCHOOL DISTRICT(S): Columbus ISD

NEW ROADS IN DEVELOPMENT:

PUBLIC ROADS: none

PRIVATE ROADS: ~9800 LF

SOURCE OF WATER: Public Water Well

(PUBLIC WATER SUPPLY, RAINWATER CATCHMENT, PRIVATE WELL, SHARED WELL)

ANTICIPATED WASTEWATER SYSTEM: Individual Septic Systems

(CONVENTIONAL SEPTIC SYSTEM, CLASS I PERMITTED SYSTEM, COLLECTIVE SANITARY SEWER)

~~FINAL PLAT WITH STREETS OR DRAINAGE IMPROVEMENTS ONLY~~

FISCAL SECURITY TYPE: Letter of Credit

FISCAL SECURITY EXPIRATION DATE (if applicable): _____

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

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
NOVEMBER 22, 2021

FILED FOR RECORD
COLORADO COUNTY, TX

2021 NOV 18 PM 2: 22

SUBDIVISION APPLICATION
for Colorado County, Texas

NIMBERLY MENNE
COUNTY CLERK

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

N.D.

PROPOSED NAME OF SUBDIVISION: Big Easy Ranch - Sec F

PRECINCT IN WHICH THE SUBDIVISION LIES: 3
PRECINCT COMMISSIONER: Keith Neuendorf

NAME OF PROPERTY OWNER: Billy Brown / BB Oak Creek Ranch, LLC
Address: 2400 Brink Mill Road Columbus TX 78934
Telephone No: 979 733 8035

NAME OF APPLICANT: Daune Rice / Steve Wilson
Company: Wilson Engineering Co.
Address: 208 Louisa St. Galveston TX 77550
Telephone No: 409 885 3344

DATE PLAT FILED: 11-18-21

TOTAL ACREAGE OF DEVELOPMENT: 2.806 Acres

INTENDED USE OF LOTS:
Residential: None Commercial/Industrial: None

TOTAL NUMBER OF LOTS: None

FRONTAGE ON EXISTING ROAD:
COUNTY ROAD: 100'
STATE ROAD:
OTHER ROAD:

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

SCHOOL DISTRICT(S): Columbus ISD

NEW ROADS IN DEVELOPMENT:
PUBLIC ROADS: None

PRIVATE ROADS: 1342 LF

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

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

~~FINAL PLAT WITH STREETS OR DRAINAGE IMPROVEMENTS ONLY~~
FISCAL SECURITY TYPE: Letter of Credit
FISCAL SECURITY EXPIRATION DATE (if applicable): _____

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

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
NOVEMBER 22, 2021**

**BIG EASY RANCH ESTATES
SECTION ONE - ENTRY ROAD
ONE ROAD RIGHT-OF-WAY**

A 2,806 ACRE SURVEY, COMPOSING OF ONE (1) ROAD RIGHT-OF-WAY AND ZERO (0) RESIDENTIAL LOTS, BEING PART OF A CALLED 884.97 ACRES OF LAND AS REFERRED IN A DEED RECORDED IN VOLUME 618, PAGE 116, THE J. RAWLINGS SURVEY, A-416, COLORADO COUNTY, TEXAS.

ABBREVIATION LEGEND:

- 1. 1" = 100'
- 2. 1" = 200'
- 3. 1" = 300'
- 4. 1" = 400'
- 5. 1" = 500'
- 6. 1" = 600'
- 7. 1" = 700'
- 8. 1" = 800'
- 9. 1" = 900'
- 10. 1" = 1000'
- 11. 1" = 1100'
- 12. 1" = 1200'
- 13. 1" = 1300'
- 14. 1" = 1400'
- 15. 1" = 1500'
- 16. 1" = 1600'
- 17. 1" = 1700'
- 18. 1" = 1800'
- 19. 1" = 1900'
- 20. 1" = 2000'

GRID	SECTION	TOWNSHIP	RANGE	COUNTY	STATE
10N	10E	10N	10E	10N	10E
11N	11E	11N	11E	11N	11E
12N	12E	12N	12E	12N	12E
13N	13E	13N	13E	13N	13E
14N	14E	14N	14E	14N	14E
15N	15E	15N	15E	15N	15E
16N	16E	16N	16E	16N	16E
17N	17E	17N	17E	17N	17E
18N	18E	18N	18E	18N	18E
19N	19E	19N	19E	19N	19E
20N	20E	20N	20E	20N	20E

REVIEW COPY

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CONVEYANCE LEGEND:

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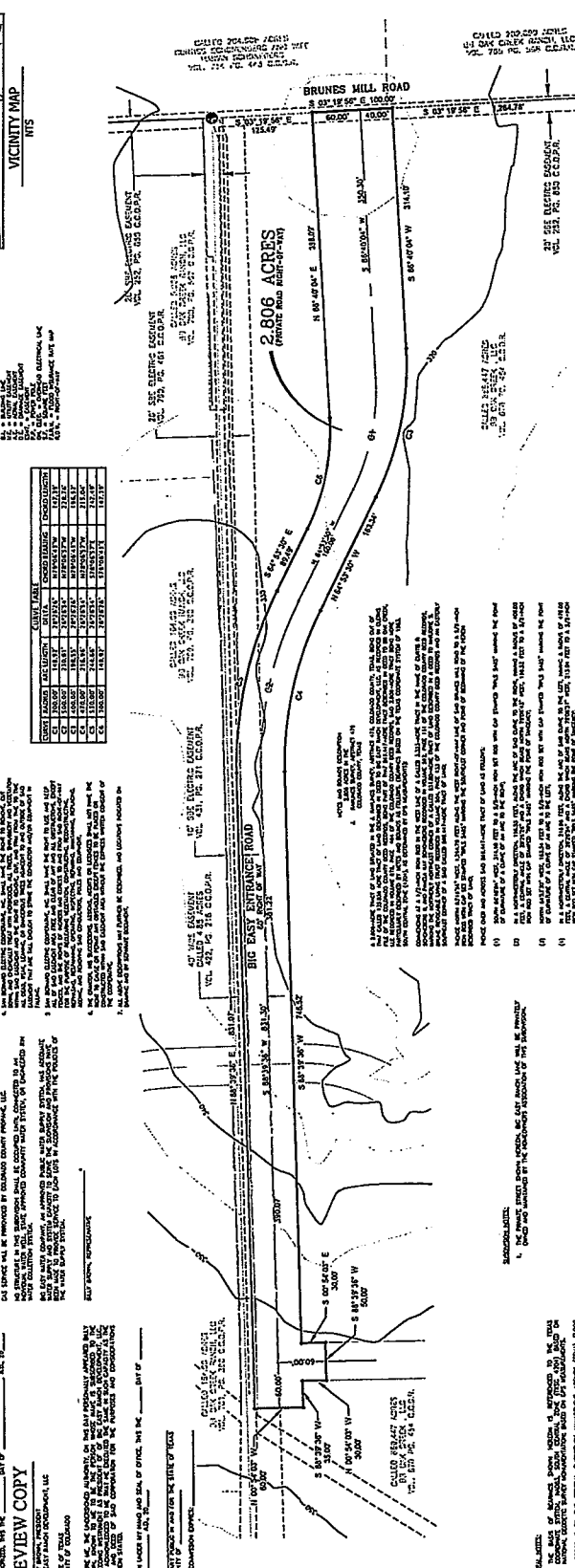
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FINAL REVIEW PLAT

**BIG EASY RANCH ESTATES
SECTION ONE - ENTRY ROAD**

2,806 ACRES - ONE ROAD RIGHT-OF-WAY
J. RAWLINGS SURVEY, A-416, COLORADO COUNTY, TEXAS

KIM Surveying, LLC
3302 KEELE ROAD, SUITE C-100
WICHITA, TEXAS 76791
WWW.KIMSURVEYING.COM

WILSON ENGINEERING COMPANY, P.L.L.C.
3400 WOODS DRIVE
WICHITA, TEXAS 76791
WWW.WILSONENGINEERING.COM

20211118

PROFESSIONAL CERTIFICATE

I, _____, State Engineer of Colorado, do hereby certify that _____ is a duly licensed Professional Engineer in the State of Colorado.

1. THE PART OF THE SURVEY, WHICH IS REFERRED TO IN THE TITLE OF THIS SURVEY, IS THE PART OF THE SURVEY, WHICH IS REFERRED TO IN THE TITLE OF THIS SURVEY.
2. THE PART OF THE SURVEY, WHICH IS REFERRED TO IN THE TITLE OF THIS SURVEY, IS THE PART OF THE SURVEY, WHICH IS REFERRED TO IN THE TITLE OF THIS SURVEY.
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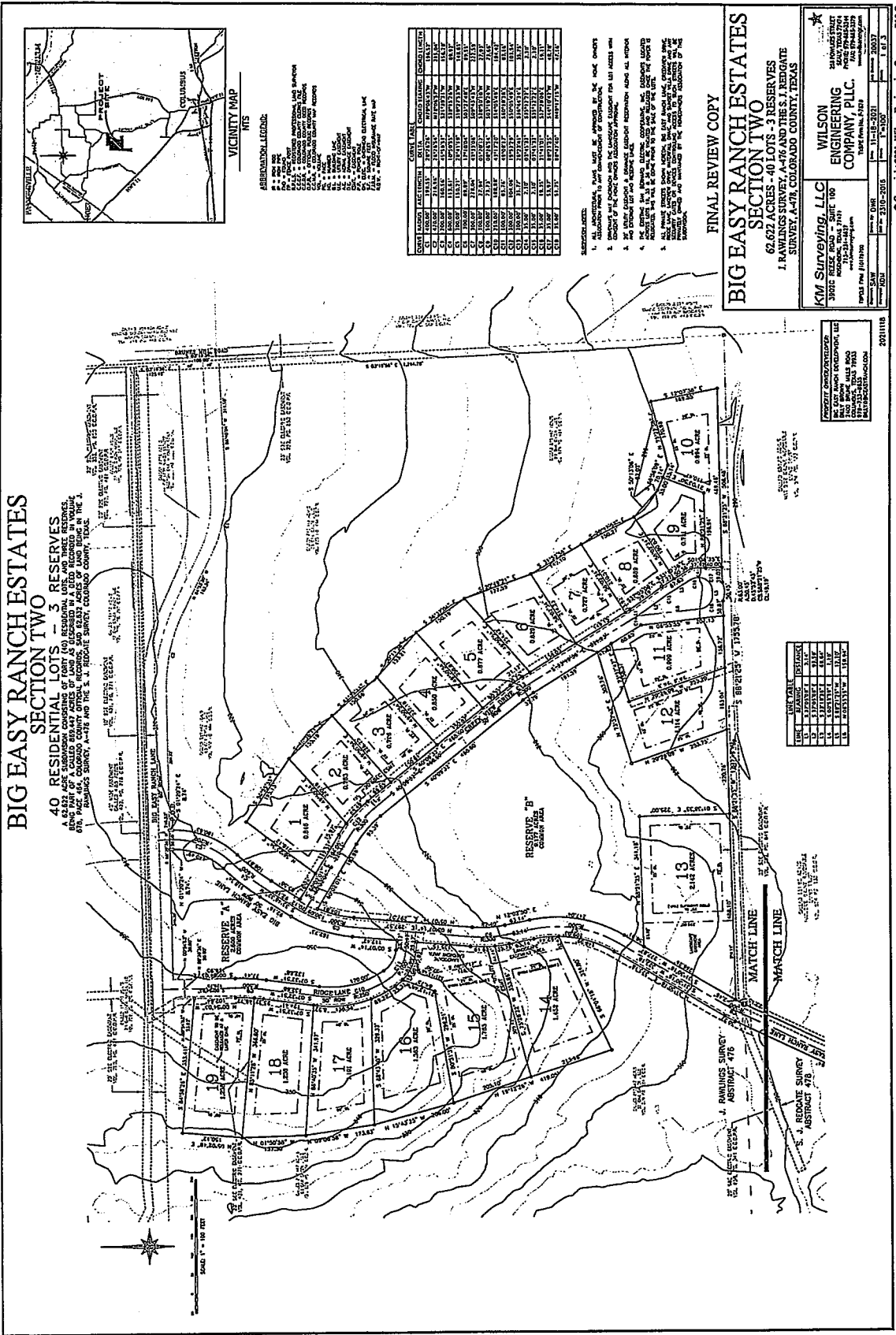
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**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
NOVEMBER 22, 2021**



**BIG EASY RANCH ESTATES
SECTION TWO
40 RESIDENTIAL LOTS - 3 RESERVES
A 62.672 ACRE SURVEY CONSISTING OF FORTY (40) RESIDENTIAL LOTS, AND THREE RESERVES,
BEING PART OF A CLOUD GRANIT JOBS OF LAND ACQUIRED BY A G.D.O. RECORDED IN VOLUME 11,
PAGE 267 OF THE PUBLIC RECORDS, COLORADO COUNTY, TEXAS, AND THE S. J. REDGATE SURVEY, A-478, AND THE I. RAWLINGS SURVEY, A-476 AND THE S. J. REDGATE SURVEY, A-478, COLORADO COUNTY, TEXAS.**

LOT	CORNER	BEARING	DISTANCE	CORNER
1	1	S 11° 00' 00" E	15.0000	1
1	2	S 78° 45' 00" E	15.0000	2
1	3	S 11° 00' 00" W	15.0000	3
1	4	N 78° 45' 00" W	15.0000	4
2	1	S 11° 00' 00" E	15.0000	1
2	2	S 78° 45' 00" E	15.0000	2
2	3	S 11° 00' 00" W	15.0000	3
2	4	N 78° 45' 00" W	15.0000	4
3	1	S 11° 00' 00" E	15.0000	1
3	2	S 78° 45' 00" E	15.0000	2
3	3	S 11° 00' 00" W	15.0000	3
3	4	N 78° 45' 00" W	15.0000	4
4	1	S 11° 00' 00" E	15.0000	1
4	2	S 78° 45' 00" E	15.0000	2
4	3	S 11° 00' 00" W	15.0000	3
4	4	N 78° 45' 00" W	15.0000	4
5	1	S 11° 00' 00" E	15.0000	1
5	2	S 78° 45' 00" E	15.0000	2
5	3	S 11° 00' 00" W	15.0000	3
5	4	N 78° 45' 00" W	15.0000	4
6	1	S 11° 00' 00" E	15.0000	1
6	2	S 78° 45' 00" E	15.0000	2
6	3	S 11° 00' 00" W	15.0000	3
6	4	N 78° 45' 00" W	15.0000	4
7	1	S 11° 00' 00" E	15.0000	1
7	2	S 78° 45' 00" E	15.0000	2
7	3	S 11° 00' 00" W	15.0000	3
7	4	N 78° 45' 00" W	15.0000	4
8	1	S 11° 00' 00" E	15.0000	1
8	2	S 78° 45' 00" E	15.0000	2
8	3	S 11° 00' 00" W	15.0000	3
8	4	N 78° 45' 00" W	15.0000	4
9	1	S 11° 00' 00" E	15.0000	1
9	2	S 78° 45' 00" E	15.0000	2
9	3	S 11° 00' 00" W	15.0000	3
9	4	N 78° 45' 00" W	15.0000	4
10	1	S 11° 00' 00" E	15.0000	1
10	2	S 78° 45' 00" E	15.0000	2
10	3	S 11° 00' 00" W	15.0000	3
10	4	N 78° 45' 00" W	15.0000	4
11	1	S 11° 00' 00" E	15.0000	1
11	2	S 78° 45' 00" E	15.0000	2
11	3	S 11° 00' 00" W	15.0000	3
11	4	N 78° 45' 00" W	15.0000	4
12	1	S 11° 00' 00" E	15.0000	1
12	2	S 78° 45' 00" E	15.0000	2
12	3	S 11° 00' 00" W	15.0000	3
12	4	N 78° 45' 00" W	15.0000	4
13	1	S 11° 00' 00" E	15.0000	1
13	2	S 78° 45' 00" E	15.0000	2
13	3	S 11° 00' 00" W	15.0000	3
13	4	N 78° 45' 00" W	15.0000	4
14	1	S 11° 00' 00" E	15.0000	1
14	2	S 78° 45' 00" E	15.0000	2
14	3	S 11° 00' 00" W	15.0000	3
14	4	N 78° 45' 00" W	15.0000	4
15	1	S 11° 00' 00" E	15.0000	1
15	2	S 78° 45' 00" E	15.0000	2
15	3	S 11° 00' 00" W	15.0000	3
15	4	N 78° 45' 00" W	15.0000	4

RESERVES: 1. RESERVE A, 1.0000 ACRES, BEING PART OF THE S. J. REDGATE SURVEY, A-478, COLORADO COUNTY, TEXAS, BEING PART OF A CLOUD GRANIT JOBS OF LAND ACQUIRED BY A G.D.O. RECORDED IN VOLUME 11, PAGE 267 OF THE PUBLIC RECORDS, COLORADO COUNTY, TEXAS, AND THE S. J. REDGATE SURVEY, A-478, COLORADO COUNTY, TEXAS. 2. RESERVE B, 1.0000 ACRES, BEING PART OF THE S. J. REDGATE SURVEY, A-478, COLORADO COUNTY, TEXAS, BEING PART OF A CLOUD GRANIT JOBS OF LAND ACQUIRED BY A G.D.O. RECORDED IN VOLUME 11, PAGE 267 OF THE PUBLIC RECORDS, COLORADO COUNTY, TEXAS, AND THE S. J. REDGATE SURVEY, A-478, COLORADO COUNTY, TEXAS. 3. RESERVE C, 1.0000 ACRES, BEING PART OF THE S. J. REDGATE SURVEY, A-478, COLORADO COUNTY, TEXAS, BEING PART OF A CLOUD GRANIT JOBS OF LAND ACQUIRED BY A G.D.O. RECORDED IN VOLUME 11, PAGE 267 OF THE PUBLIC RECORDS, COLORADO COUNTY, TEXAS, AND THE S. J. REDGATE SURVEY, A-478, COLORADO COUNTY, TEXAS.

FINAL REVIEW COPY

**BIG EASY RANCH ESTATES
SECTION TWO**
62.672 ACRES, 241 LOTS, 3 RESERVES
I. RAWLINGS SURVEY, A-476 AND THE S. J. REDGATE SURVEY, A-478, COLORADO COUNTY, TEXAS

KM Surveying, LLC
30125 REDBERRY ROAD - SUITE 100
MCKINNEY, TEXAS 75069
214-487-1000
www.kmsurveying.com

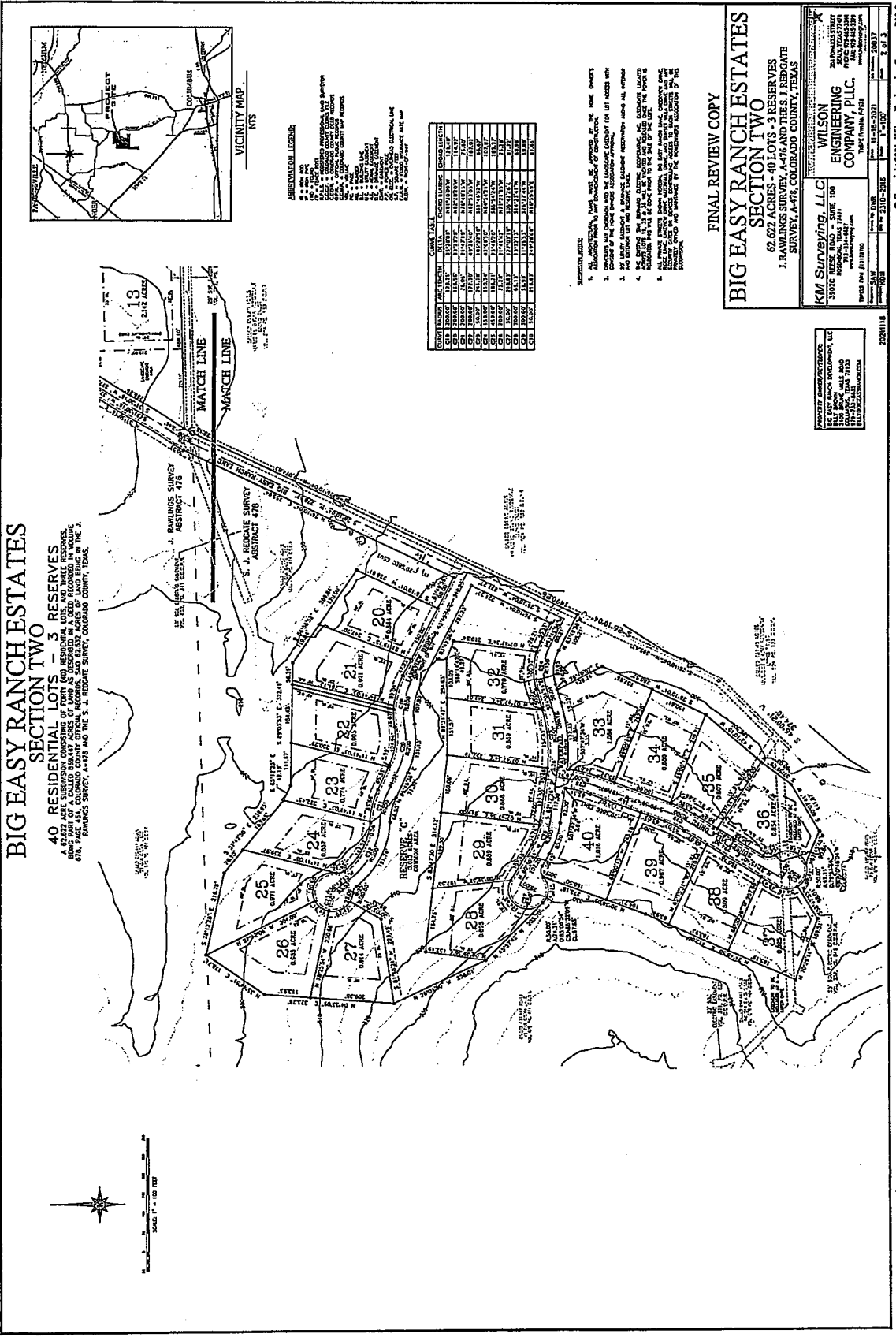
WILSON ENGINEERING COMPANY, P.L.L.C.
1400 WESTWAY DRIVE
MCKINNEY, TEXAS 75069
214-487-1000
www.wilsoneng.com

© Copyright 2021, Wilson Engineering Company, P.L.L.C.

DATE	BY
11/22/21	WILSON
11/22/21	WILSON
11/22/21	WILSON
11/22/21	WILSON

20211118

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
NOVEMBER 22, 2021**



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MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
NOVEMBER 22, 2021

BANK OF AMERICA - CONFIDENTIAL

PAGE: 1

DATE:

IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER:

APPLICANT
BIG EASY RANCH ESTATES
15 GRAND MNR
SUGAR LAND, TX 77479-2256

BENEFICIARY
COLORADO COUNTY, TX
400 SPRING STREET
COLUMBUS, TX 78934

ISSUING BANK
BANK OF AMERICA, N.A.
ONE FLEET WAY
PA6-580-02-30
SCRANTON, PA 18507-1999

AMOUNT
NOT EXCEEDING USD 2,244,248.00
NOT EXCEEDING TWO MILLION TWO HUNDRED FORTY FOUR THOUSAND TWO HUNDRED
FORTY EIGHT AND 00/100'S US DOLLARS

EXPIRATION
NOVEMBER 9, 2022 AT OUR COUNTERS

BANK OF AMERICA, N.A. HEREBY ESTABLISHES THIS CREDIT AND SHALL DULY HONOR ALL DRAFTS DRAWN AND PRESENTED IN ACCORDANCE WITH THIS CREDIT. COLORADO COUNTY MAY DRAW ON BANK OF AMERICA, N.A. FOR THE ACCOUNT OF BIG EASY RANCH ESTATES UP TO THE AGGREGATE AMOUNT OF \$2,244,248.00.

WE HAVE BEEN INFORMED BY THE APPLICANT THAT THIS CREDIT IS CONDITIONED ON THE PERFORMANCE OF THE DUTIES OF BIG EASY RANCH ESTATES PRIOR TO THE EXPIRATION DATE TO PROVIDE FOR THE CONSTRUCTION AND COMPLETION OF THE STREET AND DRAINAGE IMPROVEMENTS IN THE SUBDIVISION TO CURRENT COLORADO COUNTY ROAD AND DRAINAGE STANDARDS AND SPECIFICATIONS, SO THAT THE IMPROVEMENTS ARE PERFORMING TO THE STANDARDS UPON THE APPROVAL OF THE CONSTRUCTION OF THE IMPROVEMENTS.

THE ONLY REQUIREMENT NECESSARY TO DRAW ON ANY PART OR ALL OF THE TOTAL AMOUNT OF THIS CREDIT IS A LETTER FROM THE COUNTY JUDGE INDICATING THAT THE COUNTY CONSIDERS A DRAWING ON THIS LETTER OF CREDIT NUMBER _____ OF BANK OF AMERICA, N.A. NECESSARY IN ORDER TO COMPLETE ALL OR PART OF THE SUBDIVISION IMPROVEMENTS TO THE COUNTY STANDARDS. NO FURTHER SUBSTANTIATION OF THE NECESSITY OF THE DRAW IS REQUIRED BY THIS LETTER.

PARTIAL REDUCTIONS IN THE AMOUNT OF THIS CREDIT MAY BE ALLOWED. MULTIPLE DRAWINGS LESS THAN THE TOTAL AMOUNT OF THE CREDIT ARE ALLOWED.

DRAFTS MUST BE PRESENTED ON OR BEFORE THE EXPIRATION DATE BY THE CLOSE OF BUSINESS AND WILL BE HONORED WITHIN FIVE (5) CALENDAR DAYS

DRAFT

MINUTES OF THE COLORADO COUNTY
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BANK OF AMERICA - CONFIDENTIAL

PAGE: 2

THIS IS AN INTEGRAL PART OF LETTER OF CREDIT NUMBER:

OF PRESENTMENT. IN LIEU OF DRAWING ON THE SECURITY, THE COUNTY, IN ITS DISCRETION, MAY ACCEPT A SUBSTITUTE SECURITY IN THE THEN CURRENT AMOUNT OF THE ESTIMATED COST OF CONSTRUCTING THE IMPROVEMENTS. THIS CREDIT MAY BE REVOKED ONLY BY THE WRITTEN CONSENT OF BANK OF AMERICA, N.A. AND THE COUNTY.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, THIS CREDIT IS GOVERNED BY THE "UNIFORM CUSTOMS AND PRACTICES FOR DOCUMENTARY CREDITS" (INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 600 (2007)).

IF YOU REQUIRE ANY ASSISTANCE OR HAVE ANY QUESTIONS REGARDING THIS TRANSACTION, PLEASE CALL 800-370-7519 .

AUTHORIZED SIGNATURE

THIS DOCUMENT CONSISTS OF 2 PAGE(S).

DRAFT COPY

FOR DISCUSSION AND REVIEW PURPOSES ONLY

**PLEASE SIGNIFY YOUR ACCEPTANCE AND
APPROVAL TO ISSUE THIS FORM:**

APPLICANT'S AUTHORIZED SIGNATURE (S) (DATE)

DRAFT

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
NOVEMBER 22, 2021

WILSON ENGINEERING COMPANY, PLLC

November 9, 2021

County Judge Ty Prause
Colorado County Judge
400 Spring Street, Room 107
Columbus, TX 78934

Re: BIG EASY RANCH ESTATES

Judge Prause,

As you may be aware, we were in discussions last week with Commissioner Neuendorff in regard to the development of the Road and Drainage infrastructure to support the private platted residential lots.

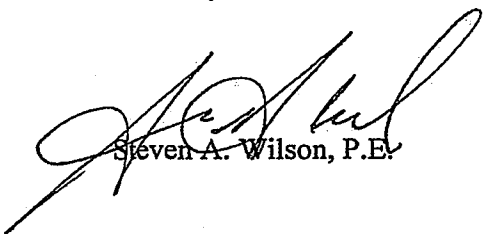
In order to provide the county with an acceptable level of assurance, I, as the Professional Engineer (P.E.) overseeing the infrastructure design and construction will provide a Certification Letter to certify that the design and construction of the infrastructure is in conformance with the county's development regulations.

This will allow the developer to move forward with construction of the private roads in a more timely manner.

We propose to provide a certification letter with as-built drawings upon completion of construction. If the work is phased, we will provide certification for each portion of the platted development.

If you have any questions or comments about this, please call me at 979-885-3344.

Sincerely,


Steven A. Wilson, P.E.

MINUTES OF THE COLORADO COUNTY
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The Honorable Ty Prause
Colorado County Judge
400 Spring Street
Columbus, TX 78934

Reference: Bank of America, Letter of Credit, to Guarantee Big Easy Estates Development

Dear: Judge Prause,

I, Billy L Brown Jr., ensure that the letter of credit that was previously submitted by Bank Of America, will be enforced until such time as Colorado County releases the letter of credit.

Please contact me with any further questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read "Billy L Brown Jr.", with a long horizontal line extending to the right.

Billy L Brown Jr
Big Easy Ranch
Owner
Billy@bigeasyranch.com
713-907-0361

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
NOVEMBER 22, 2021**



**Application and Agreement for Standby
Letter of Credit**

For Bank of America Use Only

TO: Bank of America, N.A. ("Bank of America")

LC No.

A. Application

1. Applicant Name & Address requests Bank of America to issue an irrevocable letter of credit (the "Letter of Credit") as follows:

2. In favor of:

Applicant Name: BBTB Ventures, LP

Beneficiary Name: Colorado County, TX

Address: 15 Grand Mnr
(City, State, Zip) Sugar Land, TX 77479-2556

Address: 400 Spring Street
(City, State, Zip) Columbus, TX 78934

3. For Account of / Named Applicant on the Letter of Credit (If applicable):

3a. Is this party legally related to 1. Applicant through ownership?

Name: Big Easy Ranch Estates

Yes No

If Yes, please indicate relationship:

Parent Subsidiary Affiliate Owner

Address: 15 Grand Mnr
(City, State, Zip) Sugar Land, TX 77479-2556

If No, provide the following:

a. Tax id number/country equivalent:

b. If an individual, Date of Birth:

c. Brief explanation of why applicant is applying for a Letter of Credit for a non-related entity

4. Advising Bank (if applicable)

Name:

Address:

(City and Country
Required)

5. Brief description of underlying transaction:

To Secure Completion of a Roadway Construction.

6. Amount: Two-Million Two-Hundred Forty-Four Thousand Two-Hundred Forty-Eight Dollars and Zero Cents

(in words)

(2,244,248.00)

(in figures)

Currency: U. S. Dollars

(if left blank, U.S. Dollars)

Auto-Extension required? Yes No

Extension term: Annual Semiannual Other _____

Minimum notification period prior to current maturity date

30 60 90 Other _____

Final Expiry Date:

If this box is marked, Applicant authorizes Bank of America to effect payment of any sums due under this Application and Agreement by means of debiting Applicant's account with Bank of America set forth below. This authorization does not effect the obligation of Applicant to pay such sums when due, if there are insufficient funds in such account to make such payment when due, or if Bank of America fails to debit the account, and this authorization does not effect any setoff rights of Bank of America at law or in equity. Applicant's account number with Bank of America is 582-04403

Expiration Date: Drafts to be drawn on and presented at Bank of America's Address set forth in the Letter of Credit on or before: 11/09/2022

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
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7. Available by drafts drawn at sight on Bank of America when accompanied by the following documentation:

- a. The original Letter of Credit.
- b. The signed statement of the Beneficiary worded as follows (state wording that is to appear in the statement accompanying the draft; specify if such wording must be exact):
- c. Is a draft of the Letter of Credit required? Yes No

8. Special Instructions:

**MINUTES OF THE COLORADO COUNTY
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B. Agreement

THIS STANDBY LETTER OF CREDIT AGREEMENT (this "Agreement") is issued by the undersigned applicant (the "Applicant") in favor of Bank of America, N.A. (together with its affiliates, the "Bank"). The Applicant hereby requests that the Bank issue the Letter of Credit (as defined below) for the account of the Applicant, pursuant to the application for Letter of Credit attached hereto ("Application", the Application and Agreement shall sometimes be collectively referred to as the "Application and Agreement"). The term "Letter of Credit" shall mean the standby letter of credit issued by the Bank for the account of the Applicant (including if the letter of credit is issued jointly for the account of the Applicant and any other Person, as defined below), in each case as amended or otherwise modified from time to time. "Person" means any natural person, corporation, partnership, trust, limited liability company, association, governmental authority or unit, or any other entity, whether acting in an individual, fiduciary or other capacity. A standby letter of credit issued by the Bank pursuant to this Application and Agreement shall be the Letter of Credit hereunder even if another Person is named as the "Applicant" or "Account Party" in such Letter of Credit. The Applicant agrees that, except as provided below, the Letter of Credit shall be subject to the terms and provisions of this Agreement, and the Applicant further agrees with and for the benefit of the Bank as follows:

1. Letter Of Credit Procedures.

(a) Subject to the terms and conditions of this Agreement, the Bank may, in its sole and complete discretion, issue the Letter of Credit for the account of the Applicant; provided that the terms and provisions of the Letter of Credit and the Application therefor shall be satisfactory to the Bank in its discretion.

(b) Not later than three Banking Days (as defined in UCP 600 and ISP 98 as applicable, which are defined herein below) prior to the date of the proposed issuance of the Letter of Credit (or such later date as the Bank shall agree), the Applicant shall deliver this Application and Agreement for such Letter of Credit to the Bank. The Application may be sent by facsimile, by United States mail, by overnight courier, by electronic transmission using the system provided by the Bank, by personal delivery or by any other means acceptable to the Bank.

(c) The Applicant authorizes the Bank to set forth the terms of the Application in the Letter of Credit (and in any amendment thereto) in such language as the Bank deems appropriate, with such variations from such terms as the Bank may in its discretion determine to be necessary (which determination shall be conclusive) and not materially inconsistent with the Application. The Bank may, but shall not be obligated to, request the Applicant to review the form of the Letter of Credit prior to issuance thereof, in which case the Applicant shall be deemed to have approved the form of such Letter of Credit. Notwithstanding, the Applicant agrees that the Letter of Credit shall be conclusively presumed to be in proper form unless the Applicant notifies the Bank in writing of any inconsistency in the Letter of Credit within three Banking Days of its issuance. Upon receipt of timely notice of any inconsistency in the Letter of Credit, the Bank will endeavor to obtain the consent of the Beneficiary and any confirming bank for an appropriate modification to the Letter of Credit; provided that the Bank shall have no liability or responsibility for its failure to obtain such consent.

(d) The Applicant accepts the risk that the Letter of Credit will be interpreted or applied other than as intended by the Applicant to the extent the Letter of Credit (i) permits presentation at a place other than the place of issuance, (ii) permits application of laws or practice rules with which the Applicant or the Bank is unfamiliar, (iii) includes ambiguous, inconsistent or impossible requirements, (iv) requires termination or reduction against a presentation made by the Applicant rather than the Beneficiary or (v) fails to incorporate or modifies appropriate letter of credit practices rules.

(e) The delivery of this Application and Agreement shall automatically constitute a representation and warranty by the Applicant to the Bank to the effect that on the requested date of issuance or amendment of the Letter of Credit, (i) the representations and warranties of the Applicant set forth in Section 1.1 shall be true and correct as of such requested date as though made on the date thereof and (ii) no Deposit Event, as defined in Section 3 below, shall have then occurred and be continuing or will result from the issuance.

(f) The Letter of Credit may be issued by any office of the Bank in its sole discretion within or outside the United States.

2. Applicant Payments.

(a) The Applicant hereby agrees to reimburse the Bank forthwith upon demand in an amount equal to any payment or disbursement made by the Bank under the Letter of Credit, together with interest on the amount so paid or disbursed by the Bank from and including the date of payment or disbursement to but not including the date the Bank is reimbursed by the Applicant at the interest rate described in Section 2(g). The obligation of the Applicant to reimburse the Bank under this Section 2 for payments and disbursements made by the Bank under the Letter of Credit shall be absolute and unconditional under any and all circumstances, including, without limitation, the following:

- (i) any failure of any draft, order, instrument, demand or other document drawn or presented, or to be drawn or presented, under the Letter of Credit ("Item" or collectively referred to as "Items") to strictly comply with the terms of the Letter of Credit;
- (ii) the legality, validity, regularity or enforceability of the Letter of Credit or of any Item presented thereunder;
- (iii) any defense based on the identity of the transferee of the Letter of Credit or the sufficiency of the transfer if the Letter of Credit is transferable;
- (iv) the existence of any claim, set-off, defense or other right that the Applicant may have at any time against any Beneficiary or transferee of the Letter of Credit, the Bank or any other Person, whether in connection with this Agreement, the transactions contemplated hereby or any unrelated transaction;
- (v) any Item presented under the Letter of Credit proving to be forged, fraudulent, invalid or insufficient in any respect or any statement therein being untrue or inaccurate in any respect;
- (vi) honor of a demand for payment presented electronically even if the Letter of Credit requires that demand be in the form of a draft;
- (vii) waiver by the Bank of any requirement that exists for the Bank's protection and not the protection of the Applicant or any waiver by the Bank which does not in fact materially prejudice the Applicant;
- (viii) any payment made by the Bank in respect of an otherwise complying Item presented after the date specified as the expiration date of, or the date by which documents must be received under the Letter of Credit if presentation after such date is authorized by the UCC, ISP98 or the UCP, as applicable; or
- (ix) any other circumstance or happening whatsoever, whether or not similar to any of the foregoing.

In the event that the Applicant shall provide written notice to the Bank within five (5) Banking Days of a payment by the Bank, that Applicant disagrees with the Bank's findings and it is determined in a final non-appealable order by a court of competent jurisdiction that any wrongful payment or disbursement made by the Bank under the Letter of Credit was a result of any act or omission constituting gross negligence or willful misconduct on the part of the Bank, the Bank shall refund reimbursement payment paid hereunder by Applicant to the Bank without interest or cost.

(b) On each fee payment date, so long as any undrawn amount of the Letter of Credit remains available, Applicant shall pay the Bank the Letter of Credit fee. The fee payment date(s) shall be the date(s) as Applicant and the Bank may agree, or in the absence of such agreement, the fee payment date shall be the date on which the Bank issues the Letter of Credit. The fee shall be at such rate per annum as Applicant and the Bank may agree or, in the absence of such agreement, at the rate customarily charged by the Bank at the time such fee is payable, based upon Applicant's creditworthiness, as determined by the Bank in its sole discretion. The applicable Letter of Credit fee shall be calculated and payable on the undrawn amount of the Letter of Credit as of each fee payment date, and shall be for the period commencing on such fee payment date and ending on the day preceding the next fee payment date (or the expiration date of the Letter of Credit, as the case may be), both dates inclusive. The Letter of Credit fees will be computed on the basis of a 360-day year and actual days elapsed. The Bank shall not be required to refund any portion of the Letter of Credit fees paid for any period during which (i) the Letter of Credit expires or otherwise terminates or (ii) any undrawn amount of the Letter of Credit is reduced by drawings or by amendment.

(c) Applicant shall pay the Bank, on demand, commissions and fees for amendments to, payments under, extensions of or cancellation of the Letter of Credit, and other services in the amounts Applicant and the Bank may agree or, in the absence of such agreement, in the amounts customarily charged by the Bank on the date of the Bank's demand.

(d) All payments and deposits of any kind by Applicant under this Application and Agreement, including prepayments, shall be made at the banking center or office the Bank may designate from time to time. The Bank shall have no obligation to pay Applicant interest on any such payment, prepayment or deposit made by Applicant under this Application and Agreement.

(e) (i) All payments and deposits by Applicant under this Application and Agreement shall be in the currency in which the Letter of Credit is payable, except that the Bank may, at its option, require payments and deposits by Applicant under this Application and Agreement to be made in U.S. Dollars if the Letter of Credit is payable in a currency other than U.S. Dollars.

(ii) the amount of each payment and each deposit by Applicant under this Application and Agreement in U.S. Dollars for the Letter of Credit payable in a currency other than U.S. Dollars shall be determined by converting the relevant amount to U.S. Dollars at the Conversion Rate in effect:

(A) with respect to each payment under Section 2(a) of this Agreement, on the date the payment is made by the Bank under or in respect of the Letter of Credit; and

(B) with respect to each payment not falling under the preceding clause (A) and each deposit, on the date of the Bank's demand for such payment or deposit.

(iii) if a U.S. Dollar deposit by Applicant under this Application and Agreement for the Letter of Credit payable in a foreign currency becomes less than the U.S. Dollar equivalent of the undrawn amount of the Letter of Credit because of any variation in rates of exchange, Applicant shall deposit with the Bank, on demand, additional amounts in U.S. Dollars so that the total amount deposited by Applicant under this Application and Agreement is not less than the U.S. Dollar equivalent of the undrawn amount of the Letter of Credit, determined by using the Conversion Rate on the date of the Bank's latest demand.

(iv) "Conversion Rate" means the rate quoted by the Bank for the purchase from the Bank of the relevant currency other than U.S. Dollars with U.S. Dollars.

(f) Applicant shall reimburse or compensate the Bank, on demand, for all costs incurred, losses suffered and payments made by the Bank which are applied or allocated by the Bank to the Letter of Credit (as determined by the Bank) by reason of any and all present or future reserve, capital, deposit, assessment or similar requirements against (or against any class of or change in or in the amount of) assets or liabilities of, or commitments or extensions of credit by, the Bank.

(g) Applicant shall pay interest, on demand, on any amount not paid when due under this Application and Agreement from the due date until payment in full at a rate per annum equal to the rate of interest publicly announced from time to time by the Bank as its prime rate (the "Prime Rate"), plus three percentage points (not to exceed the maximum rate permitted by applicable law) or as otherwise agreed by the Bank. The Prime Rate is set by the Bank based on various factors, including the Bank's costs and desired return, general economic conditions and other factors, and is used as a reference point for pricing some credits. The Bank may price credit at, above or below the Prime Rate. Any change in the Bank's Prime Rate shall take effect at the opening of business on the day specified in the Bank's public announcement of a change in the Bank's Prime Rate. Interest will be computed on the basis of a 360-day year and actual days elapsed.

3. Deposit Events. Upon the occurrence of any of the following events (each a "Deposit Event"), Applicant shall deposit with the Bank, on demand (except that such demand shall not be required in the event of an occurrence described in (b) below) and as cash security for Applicant's obligations to the Bank under this Application and Agreement, an amount equal to the undrawn amount of the Letter of Credit:

- (a) Applicant defaults under any provision of this Application and Agreement;
- (b) Any bankruptcy or similar proceeding is commenced with respect to Applicant;
- (c) Any default occurs under any other agreement involving the borrowing of money or the extension of credit under which Applicant may be obligated as borrower, installment purchaser or guarantor, if such default consists of the failure to pay any indebtedness when due or if such default permits or causes the acceleration of any indebtedness or the termination of any commitment to lend or to extend credit;

(d) Applicant or any of its affiliates defaults on any other obligation to the Bank;

(e) In the opinion of the Bank, any material adverse change occurs in Applicant's business, operations, financial condition or ability to perform its obligations under this Application and Agreement;

(f) Any guarantee of Applicant's obligations under this Application and Agreement terminates, is revoked or its validity is contested by the guarantor, or any of the events set forth in (b) through (e) above occur with respect to the guarantor rather than the Applicant; or

(g) Any court order, injunction or other legal process is issued restraining or seeking to restrain drawing or payment under the Letter of Credit.

4. Charge to Accounts. If the Bank is unable to debit the account, if any, specified on the Application, Applicant authorizes the Bank to charge any of Applicant's accounts with the Bank, or any affiliate of the Bank, for all amounts then due and payable to the Bank under this Application and Agreement.

5. Indemnities.

(a) Applicant will indemnify and hold the Bank (such term to include for purposes of this Section 5 affiliates of the Bank and its affiliates' officers, directors, employees and agents) harmless from and against (i) all loss or damage arising out of the issuance by the Bank, or any other action taken by any such indemnified party in connection with the Letter of Credit including any loss or damage arising in whole or in part from the negligence of the party seeking indemnification, but excluding any loss or damage resulting from the gross negligence or willful misconduct of the party seeking indemnification, and (ii) all costs and expenses (including reasonable attorneys' fees and allocated costs of in-house counsel and legal

**MINUTES OF THE COLORADO COUNTY
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expenses) of all claims or legal proceedings arising out of the issuance and all actions arising from or relating to issuance by the Bank of the Letter of Credit or incident to the collection of amounts owed by Applicant hereunder or the enforcement of the rights of the Bank hereunder, including, without limitation, legal proceedings related to any court order, injunction, or other process or decree restraining or seeking to restrain the Bank from paying any amount under the Letter of Credit. Additionally, Applicant will indemnify and hold the Bank harmless from and against all claims, losses, damages, suits, costs or expenses (including reasonable attorneys' fees and allocated costs of in-house counsel, and legal expenses) arising out of Applicant's failure to timely procure licenses or comply with applicable laws, regulations or rules, or any other conduct or failure of Applicant relating to or affecting the Letter of Credit.

(b) If any award, judgment or order is given or made for the payment of any amount due under this Application and Agreement and such award, judgment or order is expressed in a currency other than the currency required under this Application and Agreement, Applicant shall indemnify the Bank against and hold the Bank harmless from all loss and damage incurred by the Bank as a result of any variation in rates of exchange between the date of such award, judgment or order and the date of payment (or, in the case of partial payments, the date of each partial payment thereof) in the required currency.

(c) Without limiting the foregoing, the above indemnities cover all claims and liabilities for which the indemnified party is not responsible to the Applicant under this Agreement, or, if not covered in this Agreement, under applicable law or practice, and the above indemnities cover all claims and liabilities, whether they arise or are settled formally or informally, in which (i) the Beneficiary seeks to enforce the Letter of Credit or any pre-advance of its issuance or amendment, (ii) a third party seeks to enforce the rights of an applicant, Beneficiary, nominated bank, assignee of Letter of Credit proceeds, or holder of a document, (iii) Applicant seeks to obtain honor or to attach proceeds from honor or to obtain similar relief against the Bank or (iv) a government agency seeks to investigate or regulate specifically this Agreement, the Letter of Credit, or any document or property received under this Application and Agreement or the Letter of Credit.

(d) Each of these indemnities shall constitute an obligation separate and independent from the other obligations contained in this Application and Agreement, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by the Bank from time to time, and shall continue in full force and effect notwithstanding any award, judgment or order for a liquidated sum in respect of an amount due under this Application and Agreement.

6. Limitations on the Bank's Liability.

(a) The Bank shall not be responsible to Applicant for, and the Bank's rights and remedies against Applicant shall not be impaired by:

(i) action or inaction of the Bank required or permitted under any law, order, or practice that is required or permitted to be applied to the Letter of Credit or this Agreement (including the law or any order of a jurisdiction where the Bank or the Beneficiary is located and the practice stated in the International Standby Practices, ICC Publication No. 590 ("ISP98") or the current version, Uniform Customs and Practice for Documentary Credits, International Chamber of Commerce ("ICC") Publication No. 600 ("UCP 600") or current version thereof, as determined at the time the Letter of Credit is issued, and the decisions, opinions, practice statements, and official commentary of the ICC Banking Commission, the Bankers Association for Finance and Trade - International Financial Services Association (BAFT-IFSA), and the Institute of International Banking Law & Practice whether or not the Letter of Credit chooses such law or practice;

(ii) honor without regard to any non-documentary condition(s) in the Letter of Credit;

(iii) honor or other recognition of a presentation or other demand that includes forged or fraudulent documents or that is otherwise affected by the fraudulent, bad faith, or illegal conduct of the Beneficiary or other person (excluding employees of the Bank and any processing agent engaged by the Bank), whether or not Applicant is innocent and obtains no benefit;

(iv) dishonor of any presentation that does not strictly comply or that is fraudulent, forged, or otherwise not entitled to honor;

(v) dishonor, which is authorized by Applicant, which occurs during the continuance of a Deposit Event, or for which Applicant is unwilling or unable to reimburse the Bank;

(vi) non-notification to Applicant of the Bank's receipt of a presentation or claim for reimbursement under the Letter of Credit or of the Bank's disposition thereof;

(vii) if the Bank in its sole discretion approaches Applicant for a waiver of discrepancies, dishonors regardless of Applicant's waiver of discrepancies or request for honor; or

(viii) retention of Letter of Credit proceeds based on a valid exercise of Bank's set off rights or on an apparently applicable attachment order, blocking regulation, or third-party claim notified to the Bank.

(b) Except as may be expressly provided in this Agreement, the Bank shall not be liable to the Applicant in contract, tort or otherwise and under no circumstances shall the Bank be liable to the Applicant or any other person for any special, indirect, consequential, exemplary, or punitive damages.

7. The Bank's Discretion.

(a) The Bank may for Applicant's account at any time provide in the Letter of Credit or otherwise agree to do or do any one or more of the following:

(i) send the Letter of Credit or conduct any communication to or from the Beneficiary via the Society for Worldwide Interbank Financial Telecommunication ("SWIFT") message or overnight courier, or any other commercially reasonable means of communicating with a Beneficiary;

(ii) assert or waive or, with any necessary consent from the Beneficiary or other person, amend any provision in the Letter of Credit or applicable practice that primarily concerns issuer operations (including (A) identification of the Letter of Credit in any presentation, (B) marking of the Letter of Credit to reflect a transfer, payment, or other action, (C) specification of banking days and hours, manner, and place for the Bank's receiving a presentation, effecting honor, and giving notice of dishonor under the Letter of Credit, (D) duration of the period(s) for examination, approaching Applicant for a waiver, or sending a notice of refusal, (E) disposition of the Beneficiary's documents after dishonor or while approaching Applicant for a waiver, and (F) replacement of a lost Letter of Credit or recognition of a successor Beneficiary);

(iii) select any branch or office of the Bank or any affiliate of the Bank or another Bank to act as advising, transferring, confirming, and/or nominated bank or person under the law and practice of the place where it acts (if the Letter of Credit permits advice, transfer, confirmation, and/or nomination) or to act as Letter of Credit processing agent for the Bank in the Bank's issuance of the Letter of Credit or processing of demands or in any other action that the Bank is required or permitted to take under the Letter of Credit;

(iv) honor any presentation that substantially complies with the terms and conditions of the Letter of Credit, whether or not the Letter of Credit requires strict or literal compliance; and

(v) provide for or submit to arbitration, mediation, or the like for the resolution of any dispute between the Bank and Beneficiary.

(b) Unless specifically committed to do so in a writing signed by the Bank, the Bank need not consent to any Letter of Credit amendment. If the Letter of Credit may be extended or terminated by a notice given or other action taken by the Bank (with or without the passage of time) and if Applicant desires that the Bank give a notice of non-extension under the Letter of Credit, Applicant should so notify the Bank in writing more than 15 calendar days in advance of the last day on which a timely notice may be given to Beneficiary. Whether or not requested to do so by Applicant, the Bank shall have the right to give such notice or take such action, to fail or refuse to do so, or to fail to retain proof of doing so. If the Bank gives such notice or takes such action at Applicant's request, then Applicant shall obtain the Beneficiary's acknowledgement thereof and, in the case of Letter of Credit termination, return of the original Letter of Credit. If the Bank fails or refuses to give a notice of non-extension or termination at Applicant's timely written request, then the Bank's Letter of Credit fees shall be calculated as if the Bank had given such notice or taken such action.

(c) If the Beneficiary or another person claims that the Bank has wrongfully repudiated or dishonored, then the Bank shall have the right to defend or settle the claim, with or without joining Applicant in any proceeding or negotiation and without regard to whether the claimant asserts that the Bank is precluded from relying on a valid defense, and Applicant shall have the obligation to mitigate damages and, if the Bank pays or settles, to reimburse, indemnify, account for any benefits, as provided above, and to cooperate with the Bank as subrogee.

(d) The Bank's agreement to use, or its use of, its discretion in one or more instances shall not waive its right, with or without notice to Applicant, to use its discretion differently in other similar instances and shall not establish a course of conduct on which Applicant may rely in any other instances under the same Letter of Credit.

8. Applicant's Responsibility for Letter of Credit Text and Practice. Applicant is responsible for preparing or approving the text of the Letter of Credit as submitted to and as issued by the Bank and as received by the Beneficiary. The Bank's recommendation or drafting of text or the Bank's use or non-use or refusal to use text submitted by Applicant shall not affect Applicant's ultimate responsibility for the final text. Applicant is responsible for the Bank's failure to apply, or to observe standard practice as applied to, Letter of Credit terms or conditions that (i) are erroneous, ambiguous, inconsistent, insufficient, ineffective, or illegal, (ii) require the Bank to respond to a demand in fewer than 3 banking days, or (iii) require Applicant to sign, issue, or present a document.

9. Governing Law and Rules.

(a) This Agreement will be governed by and interpreted in accordance with (i) U.S. federal law and, (ii) the laws of the state of New York. Unless otherwise specified in the terms of the Letter of Credit, the Letter of Credit will be subject to and governed by and interpreted in accordance with the most current version of the UCP 600 or ISP98, as applicable, in effect on the date the Letter of Credit is issued. In any event, each choice of law shall be without reference to the chosen jurisdiction's provisions regarding conflicts of laws.

(b) Applicant and the Bank agree, to the extent permitted under applicable law, to waive any right to a trial by jury in any action or proceeding with respect to any dispute or controversy under this Application and Agreement and hereby agree that such action or proceeding will be tried before a judge without a jury.

10. Applicant Status. The word "Applicant" in this Application and Agreement refers to each signer (other than the Bank) of this Application and Agreement. If this Application and Agreement is signed by more than one Applicant, their obligations under this Application and Agreement shall be joint and several and each Applicant hereby waives all suretyship defenses such Applicant may now or hereafter have with respect to any obligations under this Agreement. If there is more than one Applicant, the Letter of Credit will be issued in the name of the Account Party listed on the Application, or if no such party is listed, the first Applicant named on the Application (the "Designated Party"). Applicant further agrees that

the Designated Party shall have the exclusive right to issue all instructions relating to the Letter of Credit including (without limitation) instructions as to the disposition of documents and any unutilized funds, waiver of discrepancies, and to agree with the Bank upon any amendments, modifications, extensions, renewals, or increases in the Letter of Credit or the further financing or refinancing of any transaction effected thereunder, irrespective of whether the same may now or hereafter affect its rights or those of its legal representatives, heirs, successors or assigns. The Designated Party shall have specimen signatures on file with the Bank and the Bank may give any notices to the Designated Party without notice to any other person listed as an Applicant on the Application.

11. Representations and Warranties. Applicant represents and warrants to the Bank that it has the authority to enter into this Application and Agreement and that such Agreement will not violate or conflict with any of the provisions of its constituent documents or any other agreement or undertaking to which it is a party or to which it is bound.

(b) Applicant represents and warrants to the Bank that Applicant has obtained all licenses and other governmental approvals required for the import, export, shipping, storage of, financing of or payment for goods and the documents described in the Letter of Credit. Applicant also represents and warrants to the Bank that it has paid all applicable levies, duties or other taxes imposed in connection with the Letter of Credit (other than net income taxes payable by the Bank). Without limiting the generality of the foregoing, Applicant further expressly represents and warrants to the Bank that the transactions underlying the Letter of Credit are not prohibited under the Foreign Assets Control Regulations of the United States Treasury Department and any importation covered by the Letter of Credit conforms in every respect with all existing applicable U.S. and state laws.

12. Miscellaneous.

(a) No delay, extension of time, renewal, compromise or other indulgence which may occur or be granted by the Bank shall impair the rights and powers of the Bank hereunder. The Bank shall not be deemed to have waived any of its rights hereunder, unless the Bank shall have signed such waiver in writing (at the Bank's discretion, either by manual execution on paper or through an electronic record that has been electronically signed by the Bank and has been rendered tamper-evident as part of the signing process).

(b) Any notice from the Bank to Applicant shall be deemed given when mailed, postage paid, or when delivered to a courier, fee paid by shipper, addressed to Applicant at the address furnished by Applicant to the Bank pursuant to this Application and Agreement, or when confirmed by electronic confirmation to the Bank as having been delivered via facsimile or other teletransmission. Any notice from Applicant to the Bank shall be sent to the address of the Bank specified by the Bank to Applicant and shall be effective upon receipt by the Bank. In addition, communications from the Bank to the Applicant may also be sent electronically by posting the communication on a website and sending the Applicant a notice to the Applicant's postal address or electronic address informing the Applicant that the communication has been posted and its location and providing instructions on how to view it.

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
NOVEMBER 22, 2021**

(c) Each provision of this Application and Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Application and Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Application and Agreement.

(d) Any and all payments made to the Bank hereunder shall be made free and clear of and without deduction for any present or future taxes, levies, imposts, deductions, charges or withholdings, and all liabilities with respect thereto, excluding income or franchise taxes imposed by the United States and any political subdivisions thereof (such nonexcluded taxes being herein called "Taxes"). If Applicant shall be required by law to deduct any Taxes from or in respect of any sum payable hereunder, (i) the sum payable shall be increased as may be necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section 12(d)), the Bank shall receive an amount equal to the sum the Bank would have received had no such deductions been made, (ii) Applicant shall make such deductions, and (iii) Applicant shall pay the full amount deducted to the relevant authority in accordance with applicable law. Applicant will indemnify the Bank for the full amount of Taxes (including, without limitation, any Taxes imposed by any jurisdiction on amounts payable under this Section 12(d)) paid by the Bank and any liability (including penalties, interest and expenses) arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally asserted. This indemnification shall be made within 30 days from the date the Bank makes written demand therefor. Within 30 days after the date of any payment of Taxes, Applicant will furnish to the Bank the original or a certified copy of a receipt evidencing payment thereof.

(e) This Application and Agreement shall be binding upon Applicant, its successors and assigns, and shall inure to the benefit of the Bank, its successors, transferees and assigns; provided that any assignment by Applicant of any of its rights or obligations under this Application and Agreement without the prior written consent of the Bank shall be void.


(f) If the Applicant requests the Bank to increase the amount of the Letter of Credit, extend or renew the Letter of Credit, otherwise modify the terms of the Letter of Credit, or finance or refinance any transaction effected under the Letter of Credit, Applicant agrees that this Agreement shall continue to bind it with respect to any action taken by the Bank or any of the Bank's correspondents in accordance with such increase, extension, renewal or other modification and as to any transaction so financed or refinanced.

(g) Applicant shall pay the Bank for reasonable attorneys' fees and allocated costs of in-house counsel, and legal costs paid or incurred by the Bank in connection with this Agreement or the related Letter of Credit (including, without limitation, the defense by the Bank of any proceeding initiated by the Applicant to enjoin or restrain any drawing, payment or negotiation of the Letter of Credit by the Bank, even if the Applicant is awarded such relief, provided only that the Bank has acted in good faith in defending such action).

(h) Unless the Applicant has specified in the Application that the wording of the Letter of Credit must be exact, Applicant understands that the final form of the Letter of Credit may vary from the wording specified in the Application, and Applicant authorizes the Bank to make such changes, not materially inconsistent with the Application, which the Bank deems necessary or appropriate. Applicant understands that the risk to Applicant is greater if Applicant requests a standby letter of credit which requires only a draft, rather than a standby letter of credit which requires supporting documentation.

This Application and Agreement is executed by Applicant on 11/09/2021

Name of Applicant
BBTB Ventures, LP

By: Signature 

Print Name *Billy L Brown JR*
Billy Brown

Title of Signer(s)
Managing Partner

Name of Applicant (if any, co-signing with the Applicant above)

By: Signature

Print Name

Title of Signer(s)

(WHERE SPECIMEN SIGNATURES OF THE APPLICANT NAMED ABOVE ARE NOT ON FILE WITH BANK OF AMERICA, THE FOLLOWING SIGNATURE VERIFICATION IS REQUIRED.)

The above signature of an officer, partner or agent of each Applicant Indicated above confirms to that on file with us and such officer, partner or agent is fully authorized to sign this Agreement for such Applicant.

By: BANK (Full Name) (Bank Address)

Authorized Signature/Title (Specimen signature of the signer(s) must be on file with Bank of America)

(i) In the event of any change or modification, with the consent of Applicant, which consent may be given by any means of submission acceptable to the Bank, including, without limitation, computer, facsimile or telex, relative to the Letter of Credit or any instrument called for hereunder, including any waiver made or in good faith believed by the Bank to have been made by Applicant of any term hereof or the noncompliance of any such instruments with the terms of the Letter of Credit, this Application and Agreement shall be binding upon Applicant with regard to the Letter of Credit as so changed or modified, and to any action taken by the Bank or any of its correspondents relative thereto. No term or provision of this Application and Agreement can be changed orally, but only in a writing and signed by Applicant and the Bank. This Application and Agreement may be modified or amended only by a written agreement signed by each party hereto (at the Bank's discretion, either by manual execution on paper or through an electronic record that has been electronically signed by such party and has been rendered tamper-evident as part of the signing process).

(j) The Bank assumes no liability or responsibility for the consequences arising out of delay and/or loss in transit of any message, letter or documentation, or for delay, mutilation or other error arising in the transmission of any teletransmission. In no event shall the Bank be liable for any special, indirect, consequential or exemplary damages.

(k) If Applicant includes in the Application any language describing events or conditions that would not be possible for the Bank to verify solely from the documents required to be presented under the Letter of Credit, Applicant acknowledges and agrees that the Bank has no obligation to verify compliance with such requirements.

(l) Delivery of a manually executed paper counterpart of this Application and Agreement (or of any agreement or document required by this Application and Agreement and any amendment to this Application and Agreement) by facsimile or other electronic imaging means (e.g., "pdf" or "tif") shall be as effective as delivery of a manually executed paper counterpart of this Application and Agreement; provided, however, that the facsimile or other electronic image shall be promptly followed by a manually executed paper original if required by the Bank, but the failure to do so shall not affect the validity, enforceability or binding effect of this Application and Agreement.

(m) At the Bank's discretion, electronic records and signatures may be used for the execution and administration of this Application and Agreement and all agreements, documents and notices related to this Application and Agreement and the transactions relating hereto. If executed electronically by one or more parties to this Application and Agreement, this Application and Agreement or one or more of its signed counterparts is an electronic record and is as legally valid and enforceable as if such parties had manually executed this Application and Agreement on paper.

(n) Applicant certifies that all information Applicant may have provided to Bank regarding the beneficial ownership and controlling parties of Applicant is, to the best of Applicant's knowledge, complete and correct.

NOTICE OF FINAL AGREEMENT. THIS WRITTEN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

Bank of America, N.A.

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
NOVEMBER 22, 2021**

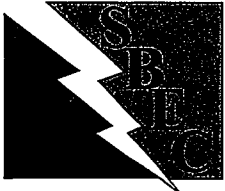
- ___6. Application submitted by San Bernard Electric Cooperative, Inc. to place 1 guy wire in right-of-way of Brushy Road, Precinct No. 3. (Neuendorff)

At this time, Judge Prause had Commissioner Keith Neuendorff, Judge Pro-Tem take over.

Motion by Judge Pro-Tem Commissioner Neuendorff to approve Application submitted by San Bernard Electric Cooperative, Inc. to place 1 guy wire in right-of-way of Brushy Road, Precinct No. 3; seconded by Commissioner Gertson; 5 ayes 0 nays; motion carried, it was so ordered.

(See Attachment)

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
NOVEMBER 22, 2021



San Bernard Electric Co-op

Your Touchstone Energy[®]
Cooperative 

PO Box 1208 • Bellville, TX 77418 • (800) 364-3171 • www.sbec.org

NOV 05 2021

Bellville Main Office
(979) 865-3171
Fax: (979) 865-9706

Columbus Service Center
(979) 732-8346
Fax: (979) 732-2458

Fieldstore Service Center
(936) 372-9176
Fax: (936) 372-5476

Hallettsville Service Center
(361) 798-4493
Fax: (361) 798-2344

April 22, 2021

Judge Ty Prause
PO Box 236
Columbus, Texas 78934

RE: Larry Werland WO# 21-07-098

Dear Honorable Ty Prause:

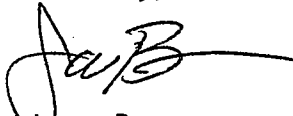
In order to improve electrical service in Colorado County, Texas, a permit to place 1 guy wire in Brushy Rd. Right of Way is needed.

Please find enclosed our "Notice of Proposed Erection of Power Line," along with Two (2) copies of the drawing indicating the detailed information concerning our proposed routing.

If the proposal meets with your approval, we would appreciate the execution of the necessary forms at your earliest convenience. Should you have any questions regarding this permit, please call me at 979/865-3171 or 800/364-3171.

Your consideration and assistance are most sincerely appreciated.

Sincerely,



Jason Beaman
Right-of-Way Agent

Enclosure

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
NOVEMBER 22, 2021**

NOTICE OR PROPOSED ERECTION OF POWER LINE

DATE: November 3, 2021

TO THE COMMISSIONER'S COURT

**ATTN: The Honorable Ty Prause
PO Box 236
Columbus, Texas 78934**

Formal notice is hereby given that San Bernard Electric Cooperative, Inc. proposes to place 1 guy wire in Brushy Rd. Right of Way, Colorado County, Texas.

LOCATION: 2,801' South of the intersection of Bruner Mill Rd. and Brushy Rd.

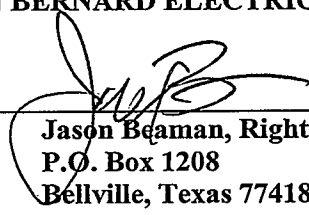
DESIGN: See attached drawing.

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

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

SAN BERNARD ELECTRIC COOPERATIVE, INC.

By: _____


**Jason Beaman, Right of Way Agent
P.O. Box 1208
Bellville, Texas 77418**

Job Name: Larry Werland WO# 21-07-098

APPROVAL

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
NOVEMBER 22, 2021**

COUNTY COLORADO

DATE November 22, 2021

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

The location on the right-of-way of your proposed power line, as shown by the accompanying notice dated November 3, 2021 is approved.

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

1. The County Commissioners may designate the place along the right-of-way where such lines shall be constructed.
2. At any place where a power transmission line crosses over a highway or road, it shall be constructed and maintained at least twenty-two (22) feet above the surface of the traffic lane.
3. The County Commissioners may require the owner to relocate this line, for valid reasons under the law, by giving thirty days written notice.

Please notify the County Commissioner of Precinct No. 3 and the County Road Administrator forty-eight (48) hours prior to starting construction of the line, in order that we may have a representative present.

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

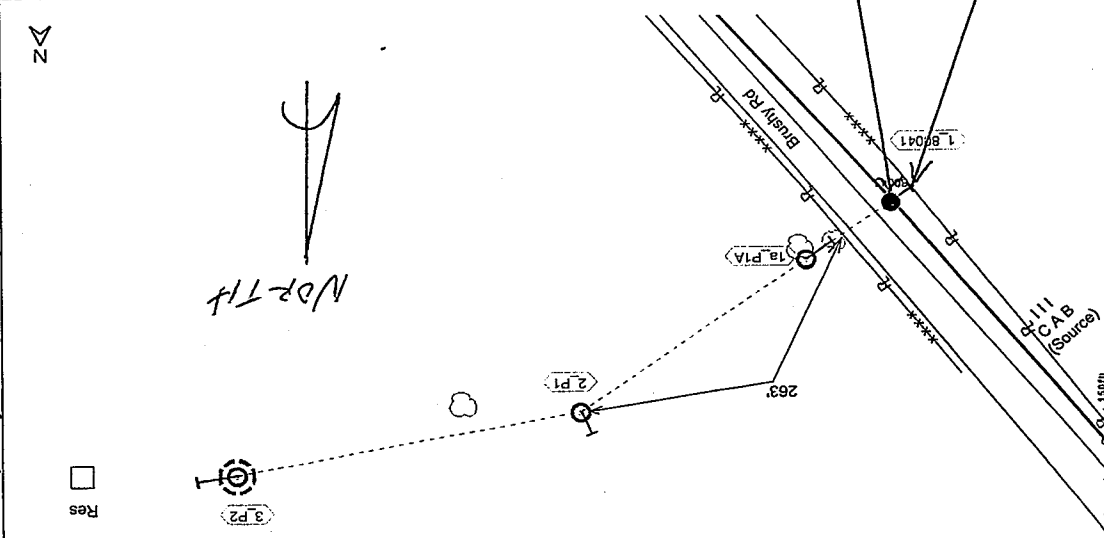
SPECIAL PROVISIONS:

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

COMMISSIONER'S COURT, COUNTY OF COLORADO

BY: 
JUDGE Pro-Tem

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
NOVEMBER 22, 2021**

	Unit Summary						
	# New	# Retire					
<p>Work Order: 21-07-098</p> 	<p>1_80041 GPS # Line Angle New OH 0 feet Source: none Comments: Existing (0) 4/0 ACSR Existing (0) 4/0 ACSR Existing (1) P40-4 Existing (1) VC1 Existing (1) VM2-12 New (1) VA5-2.1 Comment: Tap C Phase, Install polymer Bells on Reduced Tension New (1) VE1-3 Comment: 8' Guy Lead New (1) VE3-10 New (1) VF1-2S New (1) VM2-11 New (1) VM5-10 Comment: Fuse Size 40 Amp Verified By: _____</p>	<p>1a_P1A GPS # Line Angle New OH 85 feet Source: 1_80041 Comments: New (85) 4 ACSR Comment: Reduced Tension New (85) 4 ACSR New (1) HWC New (1) P40-4 New (1) VE1-3 Comment: 26' Guy Lead New (1) VE3-10 New (1) VF1-2S New (1) VM2-12 New (40) Veg By SBEC New (1) va8a.1 Comment: Install Fiberglass Arms, Install Polymer Bells on Reduced Tension</p>	<p>2_P1 GPS # Line Angle N 54 Deg 57' 54" E True, RT 24 Deg 5'1" 22" New OH 309 feet Source: 1a_P1A Comments: New (309) 4 ACSR New (309) 4 ACSR New (1) HWC New (1) P40-4 New (1) VA2.1 New (1) VE1-3 Comment: 21' Guy Lead New (1) VE3-10 New (1) VF1-2S New (1) VM2-12 New (10) Veg By SBEC</p>	<p>3_P2 GPS # Line Angle New OH 285 feet Source: 2_P1 Comments: New (1) 15 KVA Comment: SERIAL #: IMP: New (285) 4 ACSR New (285) 4 ACSR New (1) HWC New (1) ML200-35 Comment: LOOP BY SBEC New (1) Meter 2S-240 Comment: 200 Amp Residence, METER#: DATE: New (1) P35-5 New (1) VA5.1 New (1) VE1-3 Comment: 22' Guy Lead New (1) VE3-10 New (1) VF1-2S New (1) VG10N New (1) VM2-11MP New (10) Veg By SBEC</p>	<p>Unit 4 ACSR 15 KVA HWC Meter 2S-240 ML200-35 P35-5 P40-4 VA2.1 VA5-2.1 VA5.1 va8a.1 VE1-3 VE3-10 Veg By SBEC VF1-2S VG10N VM2-11 VM2-11MP VM2-12 VM5-10 VM5-5</p>	<p># New 1358 1 3 1 1 1 2 1 1 1 1 4 4 4 60 4 1 1 1 2 1 1</p>	<p># Retire 0</p>

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
NOVEMBER 22, 2021**

- ___7. Application submitted by Industry Telephone Company to bury a communication line upon and along the right-of-away of Schuette Road, Precinct No. 3. (Neuendorff)

**Motion by Commissioner Neuendorff to approve Application submitted by Industry Telephone Company to bury a communication line upon and along the right-of-away of Schuette Road, Precinct No. 3; 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
NOVEMBER 22, 2021

NOTICE OF PROPOSED INSTALLATION OF BURIED CABLE,
CONDUIT AND/OR POLE COMMUNICATION OR POWER LINE

Date: November 16, 2021

TO THE COMMISSIONERS COURT, COLORADO COUNTY
C/O COUNTY JUDGE
P.O. BOX 236
COLUMBUS, TEXAS 78934

Formal notice is hereby given that Industry Telephone Company, proposes to bury a communication line upon and along the right-of-way of Schuetz Road, Colorado County, Texas as follows:

SEE ATTACHED SHEETS:

The location and description of the proposed line and appurtenances is more fully shown by two copies of drawings attached to this notice. The line will be constructed, operated, and maintained in accordance with all requirements of governing laws. The plans and specifications will be strictly adhered to by said Public Utility Company, its agents, servants, independent contractors and employees.

Construction of this line will begin on or after the 23rd day of November 2021.

Firm: Industry Telephone Company

By: Don Noska

Title: Engineer

Address: PO Box 40

Industry, TX 78944

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
NOVEMBER 22, 2021**

**RESOLUTION OF THE COMMISSIONERES' COURT OF
COLORADO COUNTY, TEXAS**

WHEREAS, Industry Telephone Company a Public Utility has petitioned this Court to erect a power line, a communication line, install a buried cable, along/or across a public road under the jurisdiction of this Commissioners' Court as follows:

WHEREAS, it appears to the Court that said application should be approved and such permission granted subject to the regulations herein set out:

BE IT, THEREFORE, RESOLVED by the Commissioners' Court of Colorado County, Texas, at a Regular meeting held on the 22nd day of November, 2021, that the said Industry Telephone Company assign, a Public Utility, be and it is hereby granted the right as prayed for in said application to lay, construct, maintain and operate the above mentioned line under, through, across and along public roads and highways under, the jurisdiction of the Commissioners' Court along the route as now surveyed and shown on the plat attached to the application of said company for this permit, provided, however, that the said company, its successors and assigns, shall comply with the following requirements:

SPECIAL PROVISIONS:

1. Proposed power line conductors shall have a minimum vertical clearance of 22 feet above the surface of the traffic lane. All power transmission lines crossing any road or highway shall be constructed and maintained at least 22 feet above the surface of the traffic lane and all communication lines crossing any road or highway shall be constructed and maintained at least 18 feet above the surface of the traffic lane.

2. The power poles, lines and guy wires shall be placed on the alignment as shown on the attached sketch and they must be placed within one (1) foot of the right of way line.

3. The Industry Telephone Company shall assume all responsibility and liability in connection with the installation, maintenance and removal of this line for any damage to Colorado County, the public, or adjoining property owners.

4. It shall be the responsibility of the Industry Telephone Company to handle traffic in a satisfactory manner during the installation of this line.

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
NOVEMBER 22, 2021**

5. In hauling heavy loads of equipment to the site of work, applicant will follow road routes as designated by the county commissioner of the precinct in which such roads are located, and applicant agrees to reimburse the County for any and all damages to roads and bridges of the County caused as a result of such hauling activities, which damages shall include court costs, reasonable attorney's fees, and any other reasonable and necessary expenses which may be incurred by the County in collecting such damages.

6. Industry Telephone Company shall leave the right of way in as good, or better, condition as existed prior to the performance of the work for which this permit was issued.

7. The county commissioner of the precinct in which work is to be done shall be notified at least two (2) days in advance of the beginning of construction operations.

8. In the installation of burial cable, where such line is laid along the country road right-of-way, it shall be located within 3 feet of the right-of-way line. All lines to be installed below the surface of the earth shall be no less than twenty-four (24") inches below the grade line in the location in which they are installed or twenty-four (24") inches below the bottom of the ditch line, whichever is the greater depth. Terminal boxes for underground utility lines shall be placed on the alignment as shown on the plan and specifications attached to the application and must be placed within one (1') foot of the right-of-way line of such County road. Readily identifiable and suitable markers shall be placed along the line every 1,000 feet or less. All road crossings and hard surfaced private entrances shall be bored in accordance with good engineering practices on such road crossings, or in such a way to meet the requirements of the county commissioner of the precinct in which such work is to be done.

9. Prior to any permit being granted, Industry Telephone Company shall file a certificate of insurance with Colorado County, Texas, indicating public liability insurance issued by an insurer acceptable to Colorado County, Texas, in favor of such company, in an amount of at least _____.

10. Colorado County, Texas, its agents, servants, employees, and assigns, shall not be liable for any loss, damage, or injury of any kind or character to any person or property arising from or connected with the rights and privileges herein granted, or caused by or arising from any act or omission of Industry Telephone Company, or of any of Industry Telephone Company's agents, employees, licensees, or invites, and Industry Telephone Company hereby waives on its behalf all claims and demands against Colorado County, Texas, for any such loss, damage, or injury, and hereby agrees to indemnify and hold Colorado County, Texas, entirely free and harmless from any and all liability for any such loss, damage or injury to other persons or property, and from all costs and expenses arising there from.

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
NOVEMBER 22, 2021**

11. A contractor or employee of Industry Telephone Company, or other authorized representative of such company, shall have in his possession at all times during any construction or work being performed pursuant to the rights and privileges herein granted, a copy of the original permit granted to such company for such work, and upon being requested to display same to a Colorado County Commissioner at the work site during any time that any such work is being performed, shall promptly display same in accordance with such request, and the failure to do so shall be considered for all purposes as being a violation of the terms and conditions of this permit.

12. The Commissioners' Court of Colorado County, Texas, may require Industry Telephone Company to relocate any line installed pursuant to the provisions of this permit, for valid reasons under the law, by giving thirty (30) days' written notice to such company that such line must be relocated, and stating the reasons therefore.

13. Failure to comply with the terms and conditions of this permit shall result in the immediate cancellation hereof, and applicant shall, upon accepting this permit, assume all responsibility for things to be done hereunder, regardless of any agreement between applicant and third parties, and in the event of violation of any of the terms and conditions of this application shall immediately correct such violation or remove any lines placed in, upon or over the ground and restore the ground to its original condition. Upon discovering a violation hereunder, Colorado County shall send a notice by certified mail, return receipt requested, to Industry Telephone Company addressed to PO Box 40, Industry, Texas 78944. This notice shall state the location of the violation and specifically point out the nature of such violation or violations. Industry Telephone Company shall thereafter have thirty (30) days following the date of such letter to completely correct and cure all violations enumerated therein. If all such violations are not corrected within such time period, or within the period of any extensions thereof granted by Colorado County, Texas, in writing, such County shall then have the option to perform all work contemplated hereunder or hire independent contractors to perform same, and there-after bill Industry Telephone Company for the fair and reasonable amounts expended by or contracted to be expended by Colorado County, Texas, hereunder. If such bill is not paid by Industry Telephone Company within thirty (30) days of the receipt of such bill, then Colorado County, Texas, shall have the right to bring a cause of action in the Courts of Colorado County, Texas, to collect such sum and all reasonable attorney's fees, court costs, and other reasonable and necessary expenses incurred by such County in connection with the collection thereof.

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
NOVEMBER 22, 2021**

14. Industry Telephone Company shall, within 30 days of the completion of all work performed pursuant to the terms of this permit application, give written notice to the County Judge of Colorado County, Texas, and to the commissioner in whose precinct such work was performed, that, in the opinion of such company, such work has been completed and conforms to the requirements of this permit. Failure to give such notice within such time shall be deemed to be a violation of the terms of this permit, and shall subject Industry Telephone Company to such liability or action as has been otherwise provided for herein.

15. This permit application is good for a period of one year from the date of this application. If installation of the line or lines or other acts contemplated hereby is not accomplished within such time, this permit application will become null and void for all purposes.

16. In the necessary maintenance of said lines and appear-tenancies of said Public Utility Company, no permit shall be necessary but twenty-four (24) hour written notice by certified mail, return receipt requested, must be received by the Commissioner in whose precinct said work is to take place, unless an emergency situation exists where service must be restored to customers in which instance said Public Utility shall have the permission to perform the necessary maintenance to restore service and thereafter report to said Commissioner the area in which said work was performed and the extent to the per-forename, but in no way shall this permission as granted under this order to perform said work without application and permit as herein-above specified relieve such Public Utility Company from complying with the specifications herein above set forth, except as to the notice requirements.

17. Colorado County, Texas, in no way warrants its right to grant this permit, and this permit in no way affects the rights of adjoining landowners, and applicant shall accept this permit subject to any and all rights of such adjoining landowners.

APPROVED this 22 day of November 2021.


COUNTY JUDGE ² Pro-Tem

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
NOVEMBER 22, 2021

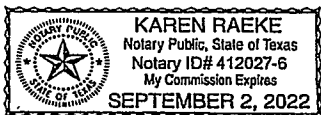
Industry Telephone Company, being the Grantee in the
aforementioned permit, does hereby accept the granting of same
upon the terms, conditions and agreements, covenants and
obligations, as set forth therein, and agrees that same shall be
fully binding upon Grantee, its successors and assigns.

Don Noska
Don Noska, Engineer

THE STATE OF TEXAS
COUNTY OF AUSTIN

BEFORE ME, the undersigned authority, on this day
personally appeared Don Noska of Industry Telephone Company,
known to me to be the person whose name is subscribed to the
foregoing instrument, and acknowledged to me that he executed
the same for the purposes and consideration therein expressed,
and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE
on this 16th day of November, 2021.



Karen Raeke
NOTARY PUBLIC IN AND FOR
AUSTIN COUNTY, TEXAS

My commission expires:

9-2-22

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
NOVEMBER 22, 2021**

- __8. Application for Limited Land Division submitted by McDaniel Medical Technology Services LLC to divide a 7.657 acre tract of land located in the Martin D. Ramsey Survey, Abstract No. 474, Precinct No. 4. (Gertson)**

Commissioner Gertson informed the 0.694 acres is actually a County Road, their property is north and south of Ramsey Road, the property took in the road, which this 0.694 acres is an easement that they are giving the County cause they do not want to pay taxes on this section. This will give the County a clear cut 60' easement for us to work on the right-of-ways and widen the road if needed.

Motion by Commissioner Gertson to approve Application for Limited Land Division submitted by McDaniel Medical Technology Services LLC to divide a 7.657 acre tract of land located in the Martin D. Ramsey Survey, Abstract No. 474, Precinct No. 4; seconded by Commissioner Neuendorff; 5 ayes 0 nays; motion carried, it was so ordered.

(See Attachment)

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
NOVEMBER 22, 2021

APPLICATION FOR LIMITED LAND DIVISION
IN COLORADO COUNTY, TEXAS

FILED FOR RECORD
COLORADO COUNTY, TX

2021 NOV -4 PM 2:23

NUMBERLY MENKE
COUNTY CLERK

Name of person(s) dividing property: McDaniel Medical Technology Services LLC
Address: 12506 Kurtell Lane Cypress, TX 77429

Work phone: _____ Home phone: _____

Precinct where property located: 4 Pct. Commissioner: Darrell Gertson

Size of Original Tract before division: 7.657 acres ROXANNA 281-686-4024

Size of Remainder Tract after division: _____ acres Jeffrey 832-392-1094

Size of each new lot: 1. 5.822 acres 2. 1.141 acres
3. 0.694 acres 4. _____ acres

Surveyor's Name: Charles Tait

Surveyor's Address: P.O. Box 615 La Grange, TX 78945

Surveyor's work phone: 979 968-6474

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 7.657 acres of land (size of original tract) out of the
Martin Ramsey Survey,
Abstract # 474, Colorado County, Texas, which was conveyed to
me by deed, dated September 26, 2013, and recorded in Volume
737, Page 69, Colorado County Deed/Official Records.

I seek approval to subdivide 7.657 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
COMMISSIONER'S COURT REGULAR MEETING
NOVEMBER 22, 2021

water system, or engineered rainwater collection system.

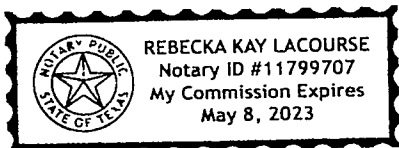
I understand that all drainage easements shall be kept clear of fences, buildings, plantings, and other obstructions to the operation and maintenance of the drainage facilities.

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.)

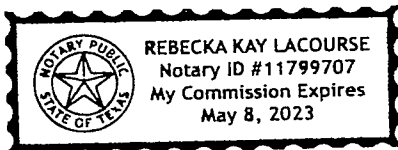
This property has not been divided as a Limited Land Division in the last five years, and I further understand that I cannot further divide the above remainder tract as a Limited Land Division for five (5) more years from the date this plat is recorded.

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



Rebecca Kay Lacourse
Applicant's Signature

SWORN TO AND SUBSCRIBED before me on this the 4th day of November, 2021.



Rebecca Kay Lacourse
Notary Public, State of Texas

[Signature]
Applicant's Signature

SWORN TO AND SUBSCRIBED before me on this the 4th day of November, 2021.

Rebecca Kay Lacourse
Notary Public, State of Texas

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
NOVEMBER 22, 2021

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 ½ x 14 with ½ inch margin at the top and ¼ inch margin on sides
- Certification by surveyor: "I, Charles Tait, 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 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 # _____, 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 # 480 8950300 D, dated February 4, 2011."

Charles Tait
SURVEYOR (print)


SURVEYOR (signature)

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
NOVEMBER 22, 2021**

- Easements are allowed if the deed includes all the following items regarding easements (for consumer protection reasons):
 - It is granted concurrent with the conveyance of the property; and
 - It is perpetual; and
 - It is appurtenant for use as a right-of-way upon and across certain real property leading to a public road with a legal description of said property including metes and bounds; and
 - It is at least 30 feet wide and suitable for motor vehicles with rubber tires
 - It is specified as exclusive or non-exclusive; and
 - It spells out who has the right, duty, or obligation to maintain the easement and to pay for the maintenance; and
 - It states whether either party has the right to construct fences, cattle guards, etc. along the sides of or within the easement; and
 - It has a metes and bounds description of the easement

Steps to take for a Limited Land Division. If you want to divide land that qualifies for a Limited Land Division you should do the following:

- Contact a surveyor to prepare a plat with the following requirements:
 - A title of "Limited Land Division"
 - North arrow, scale, date
 - Location of new lots in relation to original survey
 - At least two corners of the remainder tract
 - All new lots
 - 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
 - Scale as appropriate, but not greater than 1 inch = 400 feet
 - Plat size: 8 ½ x 14 with ½ inch margin at the top and ¼ inch margin on both sides
 - Certification by Surveyor
 - FEMA Flood plain note with the Floodplain area and boundary shown
 - One original plat on twenty-pound bond paper for recording
 - 2 copies on standard bond paper
- Fill out the first two pages of the attached 4-page application; your surveyor should fill out the third page; leave the fourth page blank; it will be filled out if approval is granted.
- Attach one (1) original plat on twenty-pound bond paper and two (2) copies on standard bond paper to your application.
- File your 4-page Limited Land Division Application and the above attachments with the Colorado County Clerk's Office, 400 Spring St., Room 103, Columbus, TX 78934
- Await approval by Commissioners Court.

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
NOVEMBER 22, 2021

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 22nd day of November, A.D., 20 21, 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 _____.

CCM Laserfiche November 22, 2021

WITNESS MY HAND AND SEAL OF OFFICE this the 22nd day of November, 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 23rd day of November, 2021, and duly recorded on the 29th day of November, 2021, in the Official Records of Colorado County, Texas, in Volume 982, Page 059.



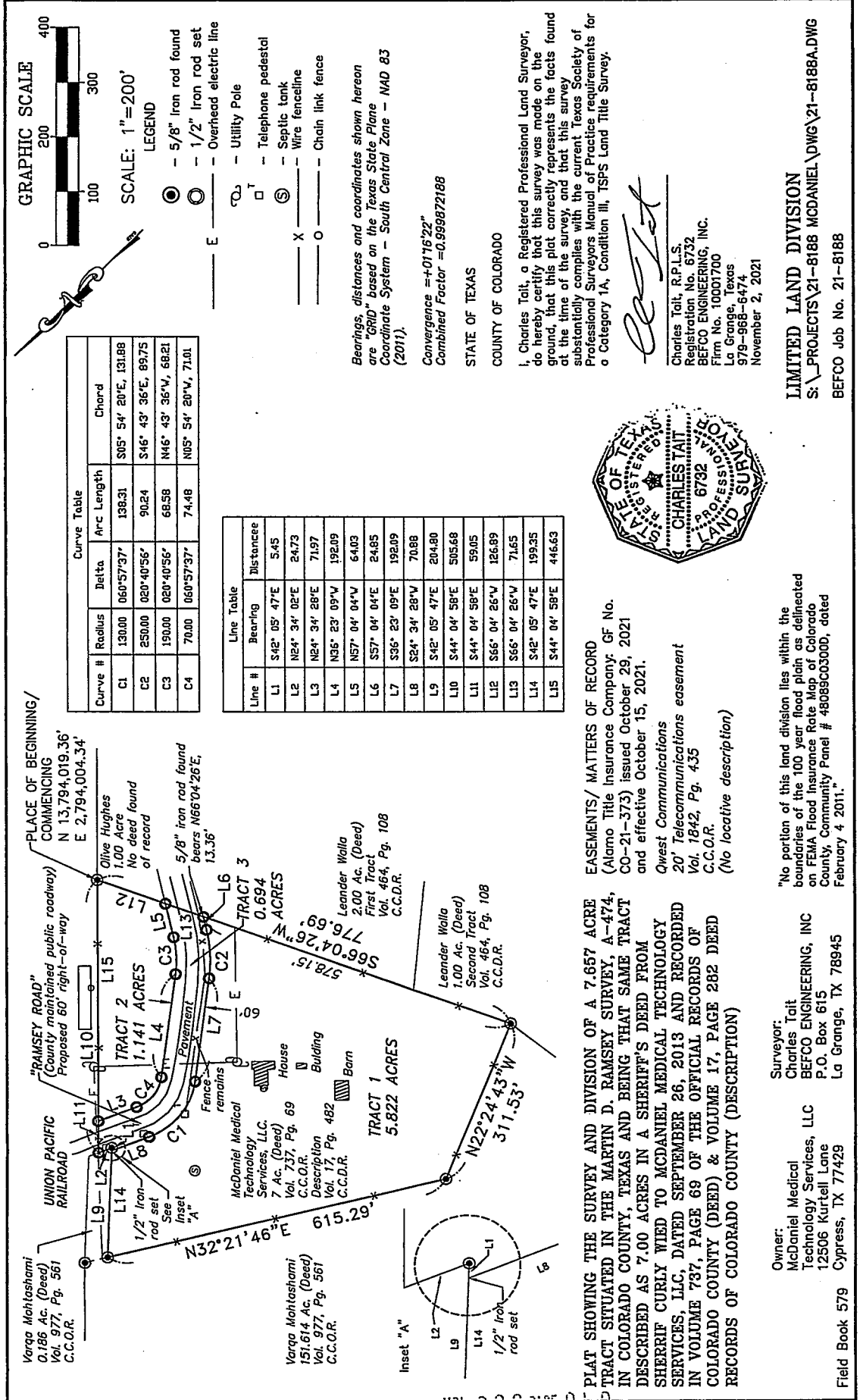
COUNTY CLERK, COLORADO COUNTY, TEXAS

By: 

Deputy Clerk

YOU 9 8 2 PAGE 0 5 9

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
NOVEMBER 22, 2021**



PLAT SHOWING THE SURVEY AND DIVISION OF A 7.657 ACRE TRACT SITUATED IN THE MARTIN D. RAMSEY SURVEY, A-474, IN COLORADO COUNTY, TEXAS AND BEING THAT SAME TRACT DESCRIBED AS 7.00 ACRES IN A SHERIFF'S DEED FROM SHERIFF CURLY WIED TO MCDANIEL MEDICAL TECHNOLOGY SERVICES, LLC, DATED SEPTEMBER 26, 2013 AND RECORDED IN VOLUME 787, PAGE 69 OF THE OFFICIAL RECORDS OF COLORADO COUNTY (DEED) & VOLUME 17, PAGE 282 DEED RECORDS OF COLORADO COUNTY (DESCRIPTION)

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
NOVEMBER 22, 2021

5201

FILED FOR RECORD
COLORADO COUNTY, TX

2021 NOV 23 PM 4:09

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, on

NOV 29 2021



Kimberly Menke
KIMBERLY MENKE
COUNTY CLERK COLORADO COUNTY, TEXAS

VOL 982 PAGE 051

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
NOVEMBER 22, 2021**

- _9.** Authorize Colorado County Precinct 4 to use county road equipment, construction equipment, including trucks, and employees necessary to operate the equipment to assist the City of Eagle Lake, Texas in performing a paving project on Glen Flora Road pursuant to Tex. Transp. Code §251.015. (Gertson)

Commissioner Gertson informed the City of Eagle Lake does not have the equipment or manpower to perform this paving project, it will take about half a day, so I am asking for authority to assist them with this project.

Motion by Commissioner Wessels to approve to authorize Colorado County Precinct 4 to use county road equipment, construction equipment, including trucks, and employees necessary to operate the equipment to assist the City of Eagle Lake, Texas in performing a paving project on Glen Flora Road pursuant to Tex. Transp. Code §251.015; seconded by Commissioner Gertson; 5 ayes 0 nays; motion carried, it was so ordered.

- _10.** Consent Items:
- a. Receive Financial Statement of the 2nd 25th Judicial District Community Supervision and Corrections Department for year ended August 31, 2021, pursuant to Texas Local Government Code Section 140.004.
 - b. Certification for Continuing Education for Joyce Guthmann, Treasurer, for the 2021 Texas Public Funds Investment Conference.

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 Attachment)

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
NOVEMBER 22, 2021



**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

NOVEMBER 15, 2021

**COLORADO COUNTY COMMISSIONERS' COURT
COLORADO COUNTY COURTHOUSE
COLUMBUS, TEXAS 78934**

AS REQUIRED BY THE TEXAS GOVERNMENT CODE, SECTION 140.004. I AM PROVIDING YOU WITH A COPY OF THE FINANCIAL POSITION FOR THE 2ND 25TH JUDICIAL DISTRICT CSCD ADULT PROBATION DEPARTMENT AT END OF FISCAL YEAR 2021. ATTACHED ARE THE APPROVED 4TH QUARTER FINANCIAL REPORTS AS WELL AS THE "STATEMENT OF FINANCIAL POSITION, AUGUST 31, 2021" FOR YOUR REVIEW. IF YOU HAVE ANY QUESTIONS, PLEASE DO NOT HESITATE TO CONTACT ME.

SINCERELY,

A handwritten signature in cursive script that reads "Roseann Mikes".

**ROSEANN MIKES
DIRECTOR
2ND 25TH JUDICIAL CSCD**

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
 COMMISSIONER'S COURT REGULAR MEETING
 NOVEMBER 22, 2021

**STATEMENT OF FINANCIAL POSITION
 AUGUST 31, 2021**

CSCD:

ASSETS

CASH	<u>638,743.07</u>	
ACCOUNTS RECEIVABLE		
Supervision Fees	<u>\$23,176.65</u>	
Due from CJAD	<u>0.00</u>	
Other	<u>\$3,144.45</u>	
TOTAL ASSETS		<u><u>\$ 665,064.17</u></u>

LIABILITIES

ACCOUNTS PAYABLE		
Basic Supervision	<u>\$28,957.66</u>	
Community Corrections	<u>\$ 179.71</u>	
Diversion Programs	<u>\$209,394.70</u>	
TAIP	<u>\$3,183.22</u>	
TOTAL LIABILITIES		<u><u>\$241,920.36</u></u>

FUND BALANCES

Basic Supervision	<u>\$423,348.88</u>	
Community Corrections	<u>0.00</u>	
Diversion Programs	<u>0.00</u>	
TAIP	<u>0.00</u>	
TOTAL FUND BALANCES		<u><u>\$ 423,348.88</u></u>

TOTAL FUND BALANCES AND LIABILITIES	<u><u>\$ 665,064.17</u></u>
--	-----------------------------

Rosanna Mikes

CSCD Director/Grant Recipient (signature)

11-10-21
DATE

Shana R. Opel

Fiscal Officer (signature)

11/15/2021
DATE

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
NOVEMBER 22, 2021**



**TEXAS DEPARTMENT OF CRIMINAL JUSTICE
COMMUNITY JUSTICE ASSISTANCE DIVISION
Financial Report**

For information or assistance, contact Fiscal Management at (512) 305-9200

VERSION: 1

Program #:	<u>900</u>	Program Title:	<u>Basic Supervision</u>	Chief County (CSCD):	<u>Lavaca</u>
Fiscal Year:	<u>2021</u>	Quarter:	<u>4</u>	Quarter Ending Date:	<u>08/31/2021</u>
Funding Source:	<u>BS</u>	Status:	<u>Finalized</u>		

A. Program Fund Balance	\$	404,634.68
B. Prior Period Adjustment:	\$	0.00
C. Prior Year Refunds (Basic Supervision Only):	\$	0.00
D. Interfund Transfer:		
[1] Basic Supervision:	\$	26,520.00
<small>(Basic Supervision Transfer notes)</small>		
Transfer out to Sex Offender (\$3,400.00); Transfer in - unused funds from ISF \$13,500; TAIP \$3,760.00; Aftercare \$4,910.00; Sex Offender \$7,200.00; and Spanish Speaker \$550.00.		
[2] Community Corrections:	\$	0.00
E. ADJUSTED FUND BALANCE (A+B+C+D):	\$	431,154.68
REVENUES		
F. State Aid:	\$	74,948.00
<small>(State Aid notes)</small>		
4th Qtr State Aid Payment		
G. SAFPF Payments (Basic Supervision only):	\$	0.00
H. Community Supervision Fees Collected (Basic Supervision only):	\$	148,666.24
I. Payments by Program Participants:	\$	30,474.00
<small>(Payments by Program Participants notes)</small>		
DOPERS \$752.00; PSI fee \$5,144.00; UA fee \$7,299.80; PT Diversion \$1,830.00; Probation Fines \$14,982.50; Transfer fees \$200.00; Electronic Monitoring \$265.70.		
J. Interest Income (Basic Supervision only):	\$	1,873.60
K. Other Revenue:	\$	3,521.06
<small>(Other Revenue notes)</small>		
Offender reimbursement \$185.06; Transaction fees \$3,336.00		
L. TOTAL REVENUE (F+G+H+I+J+K):	\$	259,482.90
M. TOTAL FUNDS AVAILABLE (E+L):	\$	690,637.58

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
NOVEMBER 22, 2021**

EXPENDITURES

N. Salaries/Fringe Benefits:	\$	219,759.98
O. Travel/Furnished Transportation:	\$	692.08
P. Contract Services for Offenders:	\$	4,703.66
Q. Professional Fees:	\$	9,695.03
R. Supplies & Operating Expenditures:	\$	25,417.49
S. Facilities:	\$	0.00
T. Utilities:	\$	1,360.46
U. Equipment:	\$	5,660.00
V. TOTAL EXPENDITURES (N+O+P+Q+R+S+T+U):	\$	267,288.70
W. Sub Total (M-V):	\$	423,348.88
X. Refund to CJAD (Enter as negative number, CCP, DP and TAIP only):	\$	0.00
Y. CARRY OVER TOTAL (W+X):	\$	423,348.88

Is this a revision? Yes No If yes, Date Revised: _____

Shana R Opek 11/16/2021 Roseann Miles 11-15-21
 Signature of Fiscal Officer Date Signature of Director Date

Shana R Opek Roseann Miles
 Fiscal Officer (please print) Director (please print)

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
NOVEMBER 22, 2021**



**TEXAS DEPARTMENT OF CRIMINAL JUSTICE
COMMUNITY JUSTICE ASSISTANCE DIVISION
Financial Report**

For information or assistance, contact Fiscal Management at (512) 305-9200

VERSION: 1

Program #:	<u>12</u>	Program Title:	<u>Sex Offender Program</u>	Chief County (CSCD):	<u>Lavaca</u>
Fiscal Year:	<u>2021</u>	Quarter:	<u>4</u>	Quarter Ending Date:	<u>08/31/2021</u>
Funding Source:	<u>CCP</u>	Status:	<u>Finalized</u>		

A. Program Fund Balance	\$	3,056.12
B. Prior Period Adjustment:	\$	0.00
C. Prior Year Refunds (Basic Supervision Only):	\$	0.00
D. Interfund Transfer:		
[1] Basic Supervision:	\$	-3,800.00
<small>(Basic Supervision Transfer notes)</small>		
Interfund transfer from Basic Supervision \$3,400.00; return unused interfund funds back to Basic Supervision (\$7,200.00)		
[2] Community Corrections:	\$	0.00
E. ADJUSTED FUND BALANCE (A+B+C+D):	\$	-743.88
REVENUES		
F. State Aid:	\$	13,352.00
<small>(State Aid notes)</small>		
4th Qtr State Aid Payment		
G. SAFPF Payments (Basic Supervision only):	\$	0.00
H. Community Supervision Fees Collected (Basic Supervision only):	\$	0.00
I. Payments by Program Participants:	\$	0.00
J. Interest Income (Basic Supervision only):	\$	0.00
K. Other Revenue:	\$	0.00
L. TOTAL REVENUE (F+G+H+I+J+K):	\$	13,352.00
M. TOTAL FUNDS AVAILABLE (E+L):	\$	12,608.12
EXPENDITURES		
N. Salaries/Fringe Benefits:	\$	12,018.84
O. Travel/Furnished Transportation:	\$	0.00
P. Contract Services for Offenders:	\$	50.00
Q. Professional Fees:	\$	240.00
R. Supplies & Operating Expenditures:	\$	169.42
S. Facilities:		

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
NOVEMBER 22, 2021**

T. Utilities:	\$ 0.00
U. Equipment:	\$ 0.00
V. TOTAL EXPENDITURES (N+O+P+Q+R+S+T+U):	\$ 12,478.26
W. Sub Total (M-V):	\$ 129.86
X. Refund to CJAD (Enter as negative number, CCP, DP and TAIP only):	\$ -129.86
Y. CARRY OVER TOTAL (W+X):	\$ 0.00

Is this a revision? Yes No If yes, Date Revised: _____

Shana R. Opela 11/16/21 Roseann Miles 11-15-21

 Signature of Fiscal Officer Date Signature of Director Date

Shana R. Opela Roseann Miles

 Fiscal Officer (please print) Director (please print)

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
NOVEMBER 22, 2021**



**TEXAS DEPARTMENT OF CRIMINAL JUSTICE
COMMUNITY JUSTICE ASSISTANCE DIVISION
Financial Report**

For information or assistance, contact Fiscal Management at (512) 305-9200

VERSION: 1

Program #:	<u>14</u>	Program Title:	<u>Spanish Speaker's Program</u>	Chief County (CSCD):	<u>Lavaca</u>
Fiscal Year:	<u>2021</u>	Quarter:	<u>4</u>	Quarter Ending Date:	<u>08/31/2021</u>
Funding Source:	<u>CCP</u>	Status:	<u>Finalized</u>		

A. Program Fund Balance	\$	533.37
B. Prior Period Adjustment:	\$	0.00
C. Prior Year Refunds (Basic Supervision Only):	\$	0.00
D. Interfund Transfer:		
[1] Basic Supervision:	\$	-550.00
<small>(Basic Supervision Transfer notes)</small>		
Return unused interfund transfer funds back to Basic Supervision		
[2] Community Corrections:	\$	0.00
E. ADJUSTED FUND BALANCE (A+B+C+D):	\$	-16.63
REVENUES		
F. State Aid:	\$	15,056.00
<small>(State Aid notes)</small>		
4th Qtr State Aid payment		
G. SAFPF Payments (Basic Supervision only):	\$	0.00
H. Community Supervision Fees Collected (Basic Supervision only):	\$	0.00
I. Payments by Program Participants:	\$	0.00
J. Interest Income (Basic Supervision only):	\$	0.00
K. Other Revenue:	\$	0.00
L. TOTAL REVENUE (F+G+H+I+J+K):	\$	15,056.00
M. TOTAL FUNDS AVAILABLE (E+L):	\$	15,039.37
EXPENDITURES		
N. Salaries/Fringe Benefits:	\$	14,820.13
O. Travel/Furnished Transportation:	\$	74.62
P. Contract Services for Offenders:	\$	0.00
Q. Professional Fees:	\$	0.00
R. Supplies & Operating Expenditures:	\$	94.77
S. Facilities:		

MINUTES OF THE COLORADO COUNTY
 COMMISSIONER'S COURT REGULAR MEETING
 NOVEMBER 22, 2021

T. Utilities:	\$	0.00
U. Equipment:	\$	0.00
V. TOTAL EXPENDITURES (N+O+P+Q+R+S+T+U):	\$	14,989.52
W. Sub Total (M-V):	\$	49.85
X. Refund to CJAD (Enter as negative number, CCP, DP and TAIP only):	\$	-49.85
Y. CARRY OVER TOTAL (W+X):	\$	0.00

Is this a revision? Yes No If yes, Date Revised: _____

Shana R Opela 11/16/21 Roseann Miles 11-15-21
 Signature of Fiscal Officer Date Signature of Director Date

Shana R Opela Roseann Miles
 Fiscal Officer (please print) Director (please print)

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
NOVEMBER 22, 2021**



**TEXAS DEPARTMENT OF CRIMINAL JUSTICE
COMMUNITY JUSTICE ASSISTANCE DIVISION
Financial Report**

For information or assistance, contact Fiscal Management at (512) 305-9200

VERSION: 1

Program #:	<u>13</u>	Program Title:	<u>Special Needs Caseload</u>	Chief County (CSCD):	<u>Lavaca</u>
Fiscal Year:	<u>2021</u>	Quarter:	<u>4</u>	Quarter Ending Date:	<u>08/31/2021</u>
Funding Source:	<u>DP</u>	Status:	<u>Finalized</u>		

A. Program Fund Balance	\$	20,403.78
B. Prior Period Adjustment:	\$	0.00
C. Prior Year Refunds (Basic Supervision Only):	\$	0.00
D. Interfund Transfer:		
[1] Basic Supervision:	\$	0.00
[2] Community Corrections:	\$	0.00
E. ADJUSTED FUND BALANCE (A+B+C+D):	\$	20,403.78
REVENUES		
F. State Aid:	\$	14,244.00
(State Aid notes)		
4th Qtr State Aid payment		
G. SAFP Payments (Basic Supervision only):	\$	0.00
H. Community Supervision Fees Collected (Basic Supervision only):	\$	0.00
I. Payments by Program Participants:	\$	0.00
J. Interest Income (Basic Supervision only):	\$	0.00
K. Other Revenue:	\$	0.00
L. TOTAL REVENUE (F+G+H+I+J+K):	\$	14,244.00
M. TOTAL FUNDS AVAILABLE (E+L):	\$	34,647.78
EXPENDITURES		
N. Salaries/Fringe Benefits:	\$	14,793.24
O. Travel/Furnished Transportation:	\$	210.39
P. Contract Services for Offenders:	\$	0.00
Q. Professional Fees:	\$	0.00
R. Supplies & Operating Expenditures:	\$	527.18
S. Facilities:	\$	0.00
T. Utilities:	\$	0.00
U. Equipment:	\$	0.00

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
NOVEMBER 22, 2021**

V. TOTAL EXPENDITURES (N+O+P+Q+R+S+T+U):	\$	15,530.81
W. Sub Total (M-V):	\$	19,116.97
X. Refund to CJAD (Enter as negative number, CCP, DP and TAIP only):	\$	-19,116.97
Y. CARRY OVER TOTAL (W+X):	\$	0.00

Is this a revision? Yes No If yes, Date Revised: _____

<i>Shana Repela</i>	<i>11/16/21</i>	<i>Roseann Mikes</i>	<i>11-15-21</i>
Signature of Fiscal Officer	Date	Signature of Director	Date

<i>Shana Repela</i>	<i>Roseann Mikes</i>
Fiscal Officer (please print)	Director (please print)

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
NOVEMBER 22, 2021**



**TEXAS DEPARTMENT OF CRIMINAL JUSTICE
COMMUNITY JUSTICE ASSISTANCE DIVISION
Financial Report**

For information or assistance, contact Fiscal Management at (512) 305-9200

VERSION: 1

Program #:	<u>8</u>	Program Title:	<u>Treatment Alternative to Incarceration Program</u>	Chief County (CSCD):	<u>Lavaca</u>
Fiscal Year:	<u>2021</u>	Quarter:	<u>4</u>	Quarter Ending Date:	<u>08/31/2021</u>
Funding Source:	<u>TAIP</u>	Status:	<u>Finalized</u>		

A. Program Fund Balance	\$	4,146.44
B. Prior Period Adjustment:	\$	0.00
C. Prior Year Refunds (Basic Supervision Only):	\$	0.00
D. Interfund Transfer:		
[1] Basic Supervision:	\$	-3,760.00
<small>(Basic Supervision Transfer notes)</small>		
Return unused inter-fund transfer funds to Basic Supervision		
[2] Community Corrections:	\$	0.00
E. ADJUSTED FUND BALANCE (A+B+C+D):	\$	386.44
REVENUES		
F. State Aid:	\$	13,433.00
<small>(State Aid notes)</small>		
4th Qtr State Aid payment		
G. SAFFP Payments (Basic Supervision only):	\$	0.00
H. Community Supervision Fees Collected (Basic Supervision only):	\$	0.00
I. Payments by Program Participants:	\$	131.60
<small>(Payments by Program Participants notes)</small>		
TAIP program fees collected from offenders		
J. Interest Income (Basic Supervision only):	\$	0.00
K. Other Revenue:	\$	0.00
L. TOTAL REVENUE (F+G+H+I+J+K):	\$	13,564.60
M. TOTAL FUNDS AVAILABLE (E+L):	\$	13,951.04
EXPENDITURES		
N. Salaries/Fringe Benefits:	\$	7,165.51
O. Travel/Furnished Transportation:	\$	254.84

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
NOVEMBER 22, 2021**

P. Contract Services for Offenders:	\$	525.00
Q. Professional Fees:	\$	134.98
R. Supplies & Operating Expenditures:	\$	3,465.49
S. Facilities:	\$	0.00
T. Utilities:	\$	0.00
U. Equipment:	\$	0.00
V. TOTAL EXPENDITURES (N+O+P+Q+R+S+T+U):	\$	11,545.82
W. Sub Total (M-V):	\$	2405.22
X. Refund to CJAD (Enter as negative number, CCP, DP and TAIP only):	\$	-2,405.22
Y. CARRY OVER TOTAL (W+X):	\$	0.00

Is this a revision? Yes No If yes, Date Revised: _____

<p><u>Shana R Opela</u> <u>11/16/21</u></p> <p>Signature of Fiscal Officer Date</p>	<p><u>Roseanna Miles</u> <u>11-15-21</u></p> <p>Signature of Director Date</p>
<p><u>Shana R Opela</u></p> <p>Fiscal Officer (please print)</p>	<p><u>Roseanna Miles</u></p> <p>Director (please print)</p>

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
NOVEMBER 22, 2021**



**TEXAS DEPARTMENT OF CRIMINAL JUSTICE
COMMUNITY JUSTICE ASSISTANCE DIVISION
Financial Report**

For information or assistance, contact Fiscal Management at (512) 305-9200

VERSION: 1

Program #: 16 Program Title: Substance Abuse Aftercare Program Chief County (CSCD): Lavaca
 Fiscal Year: 2021 Quarter: 4 Quarter Ending Date: 08/31/2021
 Funding Source: DP Status: Finalized

A. Program Fund Balance	\$ 6,942.02
B. Prior Period Adjustment:	\$ 0.00
C. Prior Year Refunds (Basic Supervision Only):	\$ 0.00
D. Interfund Transfer:	
[1] Basic Supervision:	\$ -4,910.00
<small>(Basic Supervision Transfer notes)</small>	
Return unused interfund transfer funds to Basic Supervision	
[2] Community Corrections:	\$ 0.00
E. ADJUSTED FUND BALANCE (A+B+C+D):	\$ 2,032.02
REVENUES	
F. State Aid:	\$ 3,310.00
<small>(State Aid notes)</small>	
4th Qtr State Aid payment	
G. SAFPF Payments (Basic Supervision only):	\$ 0.00
H. Community Supervision Fees Collected (Basic Supervision only):	\$ 0.00
I. Payments by Program Participants:	\$ 0.00
J. Interest Income (Basic Supervision only):	\$ 0.00
K. Other Revenue:	\$ 0.00
L. TOTAL REVENUE (F+G+H+I+J+K):	\$ 3,310.00
M. TOTAL FUNDS AVAILABLE (E+L):	\$ 5,342.02
EXPENDITURES	
N. Salaries/Fringe Benefits:	\$ 0.00
O. Travel/Furnished Transportation:	\$ 0.00
P. Contract Services for Offenders:	\$ 4,354.00
Q. Professional Fees:	\$ 0.00
R. Supplies & Operating Expenditures:	\$ 988.02
S. Facilities:	

MINUTES OF THE COLORADO COUNTY
 COMMISSIONER'S COURT REGULAR MEETING
 NOVEMBER 22, 2021

T. Utilities:	\$ 0.00
U. Equipment:	\$ 0.00
V. TOTAL EXPENDITURES (N+O+P+Q+R+S+T+U):	\$ 0.00
W. Sub Total (M-V):	\$ 5,342.02
X. Refund to CJAD (Enter as negative number, CCP, DP and TAIP only):	\$ 0.00
Y. CARRY OVER TOTAL (W+X):	\$ 0.00

Is this a revision? Yes No If yes, Date Revised: _____

<i>Shana R Opela</i>	<i>11/16/21</i>	<i>Roseann Mikes</i>	<i>11-15-21</i>
Signature of Fiscal Officer	Date	Signature of Director	Date
<i>Shana R Opela</i>		<i>Roseann Mikes</i>	
Fiscal Officer (please print)		Director (please print)	

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
NOVEMBER 22, 2021**



**TEXAS DEPARTMENT OF CRIMINAL JUSTICE
COMMUNITY JUSTICE ASSISTANCE DIVISION
Financial Report**
For information or assistance, contact Fiscal Management at (512) 305-9200

VERSION: 1

Program #:	<u>1</u>	Program Title:	<u>Intermediate Sanction Facility</u>	Chief County (CSCD):	<u>Lavaca</u>
Fiscal Year:	<u>2021</u>	Quarter:	<u>4</u>	Quarter Ending Date:	<u>08/31/2021</u>
Funding Source:	<u>DP</u>	Status:	<u>Finalized</u>		

A. Program Fund Balance	\$	211,462.98
B. Prior Period Adjustment:	\$	0.00
C. Prior Year Refunds (Basic Supervision Only):	\$	0.00
D. Interfund Transfer:		
[1] Basic Supervision:	\$	-13,500.00
<small>(Basic Supervision Transfer notes)</small>		
Return unused inter-fund transfer funds back to Basic Supervision		
[2] Community Corrections:	\$	0.00
E. ADJUSTED FUND BALANCE (A+B+C+D):	\$	197,962.98
REVENUES		
F. State Aid:	\$	334,522.00
<small>(State Aid notes)</small>		
4th Qtr State Aid payment		
G. SAFPF Payments (Basic Supervision only):	\$	0.00
H. Community Supervision Fees Collected (Basic Supervision only):	\$	0.00
I. Payments by Program Participants:	\$	0.00
J. Interest Income (Basic Supervision only):	\$	0.00
K. Other Revenue:	\$	13,535.22
<small>(Other Revenue notes)</small>		
Commissary \$362.92; Donations \$2,637.96; Indigent Pak Receivables \$248.56; PCS Phone Card Receivables \$9,152.96; WalMart Receivables \$432.62; Dental Receivables \$700.20		
L. TOTAL REVENUE (F+G+H+I+J+K):	\$	348,057.22
M. TOTAL FUNDS AVAILABLE (E+L):	\$	546,020.20
EXPENDITURES		
N. Salaries/Fringe Benefits:	\$	265,229.34
O. Travel/Furnished Transportation:	\$	8,875.01

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
NOVEMBER 22, 2021**

P. Contract Services for Offenders:	\$	2,082.34
Q. Professional Fees:	\$	5,915.09
R. Supplies & Operating Expenditures:	\$	86,115.91
S. Facilities:	\$	94,067.52
T. Utilities:	\$	18,658.86
U. Equipment:	\$	62,961.94
V. TOTAL EXPENDITURES (N+O+P+Q+R+S+T+U):	\$	543,906.01
W. Sub Total (M-V):	\$	2114.19
X. Refund to CJAD (Enter as negative number, CCP, DP and TAIP only):	\$	-2,114.19
Y. CARRY OVER TOTAL (W+X):	\$	0.00

Is this a revision? Yes No If yes, Date Revised: _____

Shana Repela 11/16/21 Roseann Miles 11-15-21
 Signature of Fiscal Officer Date Signature of Director Date

Shana Repela Roseann Miles
 Fiscal Officer (please print) Director (please print)

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
NOVEMBER 22, 2021**

Please keep this copy for your records.

**TEXAS ASSOCIATION of COUNTIES
Certification for Continuing Education**

**2021 Texas Public Funds Investment Conference
November 4-5, 2021**

The Westin Houston Hotel, Houston, Texas

Sponsor:
Texas Association of Counties

Educational Co-Sponsor:
**McCoy College of Business
Administration at Texas State University**

I, Joyce Gutierrez, do hereby certify that I attended the above listed program and was present at the courses of instruction. I am claiming continuing education credit hours for courses I have listed below:

SESSION TITLE	DATE	TIME	HOURS OFFERED	CREDIT HOURS CLAIMED
Bond Market Update: The Yield Curve is Finally Shaping Up	Thurs, Nov. 7	8:45-9:35am	1 hour	1
The Fundamentals of Bond Issuance	Thurs, Nov. 7	9:55-10:45am	1 hour	1
Do Municipal Bonds Have a Place in a County's Investment Portfolio?	Thurs, Nov. 7	10:45-11:35am	1 hour	1
Making Sense of Zero Interest Rates	Thurs, Nov. 7	1:05-1:55pm	1 hour	1
Banking is Changing – Are You?	Thurs, Nov. 7	1:55-2:45pm	1 hour	1
It Ain't Your Grandpappy's Payment Fraud Anymore!	Thurs, Nov. 7	3:05-3:55pm	1 hour	1
It Ain't Your Grandpappy's Payment Fraud Anymore! (continued)	Thurs, Nov. 7	4-4:50pm	1 hour	1
Cashflow Trends	Friday, Nov. 8	8:30-9:20am	1 hour	1
Economic Update	Friday, Nov. 8	9:20-10:10am	1 hour	1
Public Funds Investing: The Final Challenge	Friday, Nov. 8	10:30-11:20am	1 hours	1
TOTAL CONTINUING EDUCATION HOURS			10	

Please check and fill out the office and continuing education hours that apply to you:

- County Investment Academy
 MEMBER (max of 10 hours): 10
- County Treasurer & Staff (max of 10 hours): 10
- County Tax Assessor-Collectors (max of 10 hours): _____
- County Commissioner (max of 10 hours): _____
- County Auditor/CPA (max of 10 hours): _____
- PFIA (max of 10 hours): 10

I represent and declare all of the above statements are true and correct.

Name (print): Joyce Gutierrez

County: Colorado Title: Treasurer

Last 4-digits of Social Security Number _____

Date: 11-11-2021 Signature: Joyce Gutierrez

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
NOVEMBER 22, 2021**

Judge Prause left the Courtroom at this time.

- _11. Examine and approve all accounts payable and budget amendments.**

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

(See Attachment)

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
NOVEMBER 22, 2021**

11/22/2021--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0012 GENERAL FUND CYCLE: ALL PAGE 1
 TIME:08:30 AM CLAIMS FOR PAYMENT AS OF NOV. 22, 2021 PREPARER:0004

DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0100-TOTAL REVENUES/CARRY-OVER					
	TEXAS PARKS AND WILDLIFE DEPARTMENT	227928	A	TP&W FINE/CR-21-0753/A8445357	170.00
	DEPARTMENT TOTAL				170.00
0400-COUNTY JUDGE					
	GREATAMERICA FINANCIAL SVCS	227800	A	TOSHIBA COPIER LEASE/INV#30409462	128.00
	TEXAS ASSOCIATION OF COUNTIES	227870	A	2021 LEGISLATIVE CONF REG	175.00
	TIME WARNER CABLE ENTERPRISES LLC	227724	R	TRUNKED PHONE LINES	31.66
	DEPARTMENT TOTAL				334.66
0401-COMMISSIONER'S COURT					
	CRAIN, CATON & JAMES, P.C.	227851	A	DEFENSE COSTS/INLAND/INV#1229328	3,343.50
	CRAIN, CATON & JAMES, P.C.	227852	A	DEFENSE COSTS/REMEDATION#1229329	312.37
	TEXAS ASSOCIATION OF COUNTIES	227871	A	VGVI SCHOOL FOR COMM CRT	1,000.00
	DEPARTMENT TOTAL				4,655.87
0403-COUNTY CLERK					
	PRESTIGE OFFICE PRODUCTS, LLC	227926	A	OFFICE SUPPLIES/INV#124359	159.98
	SYNCB/AMAZON	227864	A	OFFICE SUPPLIES FOR CO CLERK	45.11
	TIME WARNER CABLE ENTERPRISES LLC	227718	R	TRUNKED PHONE LINES	47.48
	DEPARTMENT TOTAL				252.57
0410-ELECTIONS					
	BANNER-PRESS NEWSPAPER, INC.	227736	A	NOTICE OF ELECTION & L&A TESTING	441.00
	RENAISSANCE AUSTIN HOTEL	227844	A	3-NIGHTS HOTEL ROOM/CONF#93653160	494.84
	RENAISSANCE AUSTIN HOTEL	227845	A	3-NIGHTS HOTEL ROOM/CONF#93653162	494.84
	SYNCB/AMAZON	227865	A	CORK BOARD FOR ELECTIONS	152.99
	TEXASELECTIONLAWS.COM	227798	A	TEXAS ELECTION LAW 2021-2022	174.50
	TIME WARNER CABLE ENTERPRISES LLC	227719	R	TRUNKED PHONE LINES	15.83
	DEPARTMENT TOTAL				1,774.00
0426-COUNTY COURT					
	DWIGHT E. PESCHEL	227795	A	VISITING JUDGE/COUNTY CRT (11/10)	98.56
	KATHLEEN S. STONE	227813	A	PROBATE JUDGE COMPENSATION & EXPS	1,999.20
	MATTHEW A. JIRKOVSKY, P.C.	227826	A	GUARDIAN AD LITEM/CAUSE#20-132	525.00
	PATRICIA WAGNER	227924	A	LATE CANCELLATION FEE/INV#370	250.00
	DEPARTMENT TOTAL				2,872.76
0428-PUBLIC DEFENDER					
	TIME WARNER CABLE ENTERPRISES LLC	227727	R	TRUNKED PHONE LINES	15.83
	DEPARTMENT TOTAL				15.83
0435-DISTRICT COURT					
	BRYAN JACOBS	227939	R	GRAND JURY DUTY ON 11-18-21	40.00
	CHAD BRATTON	227946	R	GRAND JURY DUTY ON 11-18-21	40.00
	CLINTON BARRETT	227942	R	GRAND JURY DUTY ON 11-18-21	40.00
	DARLENE BEHNE	227940	R	GRAND JURY DUTY ON 11-18-21	40.00
	DESTINI PERRINO	227944	R	GRAND JURY DUTY ON 11-18-21	40.00
	GREGORY PETROSKY	227945	R	GRAND JURY DUTY ON 11-18-21	40.00
	HARLE & SCHEFF, PLLC	227811	A	CRT APPT ATTY/CAUSE#25,769/CPS	150.00
	HUGHES & LEISSNER, PLLC	227933	A	MEDIATION/CAUSE#25,752/CPS	450.00
	JESIKA JONES	227947	R	GRAND JURY DUTY ON 11-18-21	40.00
	JOSHUA WATERS	227941	R	GRAND JURY DUTY ON 11-18-21	40.00
	KATRINA DANNHAUS PACKARD, P.C.	227814	A	COURT APPT ATTY/CAUSE#25,896/CPS	150.00
	KATRINA DANNHAUS PACKARD, P.C.	227815	A	COURT APPT ATTY/CAUSE#25,769/CPS	150.00
	RODNEY RICE	227943	R	GRAND JURY DUTY ON 11-18-21	40.00
	TOMMIE TOLIVER	227938	R	GRAND JURY DUTY ON 11-18-21	40.00
	DEPARTMENT TOTAL				1,300.00

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
NOVEMBER 22, 2021**

0450-DISTRICT CLERK

11/22/2021--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0012 GENERAL FUND

CYCLE: ALL

PAGE 2

TIME:08:30 AM

CLAIMS FOR PAYMENT AS OF NOV. 22, 2021

PREPARER:0004

DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
	TIME WARNER CABLE ENTERPRISES LLC	227720	R	TRUNKED PHONE LINES	31.66
	DEPARTMENT TOTAL				31.66
0451-JUSTICE OF THE PEACE #1	TEXAS STATE UNIVERSITY	227927	A	FY 22 JP CORE CURRICULUM/INV#59021	185.00
	DEPARTMENT TOTAL				185.00
0453-JUSTICE OF THE PEACE #3	BLUE360 MEDIA, LLC	227738	A	TX CRIMINAL & TRAFFIC LAW MANUAL	80.75
	CAPITAL ONE	227742	A	PAPER CLIPS & PENS/TR#06336	8.23
	TIME WARNER CABLE ENTERPRISES LLC	227726	R	TRUNKED PHONE LINES	31.66
	DEPARTMENT TOTAL				120.64
0454-JUSTICE OF THE PEACE #4	AMERA-CHEM, INC.	227931	A	DRUG IDENTIFICATION BIBLE/INV#57972	56.95
	PRESTIGE OFFICE PRODUCTS, LLC	227935	A	INK CARTRIDGES/INV#124261	91.13
	DEPARTMENT TOTAL				148.08
0475-COUNTY ATTORNEY	EUGENIA BEHRENS	227888	A	TDCAA KEY PERSONNEL/VAC CONF EXPS	260.56
	NET TRANSCRIPTS, INC	227898	A	TRANSCRIPTION/INV#NT4470	232.93
	SARAH JANE WICK	227903	A	TDCAA KEY PERSONNEL/VAC CONF EXPS	50.00
	TIME WARNER CABLE ENTERPRISES LLC	227725	R	TRUNKED PHONE LINES	63.29
	DEPARTMENT TOTAL				606.78
0495-COUNTY AUDITOR'S OFFICE	PRESTIGE OFFICE PRODUCTS, LLC	227837	A	OFFICE SUPPLIES/INV#124458	26.07
	TIME WARNER CABLE ENTERPRISES LLC	227722	R	TRUNKED PHONE LINES	31.66
	DEPARTMENT TOTAL				57.73
0497-COUNTY TREASURER	JOYCE GUTHMAN	227856	A	INVESTMENT CONFERENCE EXPS	138.88
	TIME WARNER CABLE ENTERPRISES LLC	227723	R	TRUNKED PHONE LINES	15.83
	DEPARTMENT TOTAL				154.71
0499-TAX ASSESSOR-COLLECTOR	PRESTIGE OFFICE PRODUCTS, LLC	227834	A	OFFICE SUPPLIES/INV#124241,124329	44.83
	TIME WARNER CABLE ENTERPRISES LLC	227721	R	TRUNKED PHONE LINES	31.66
	XEROX FINANCIAL SERVICES	227731	R	XEROX COPIER LEASE/INV#2924123	250.55
	DEPARTMENT TOTAL				327.04
0510-COURTHOUSE BUILDING	CONSTELLATION NEW ENERGY, INC.	227783	A	PROBATION ELECTRICITY TO 11-1	339.55
	CONSTELLATION NEW ENERGY, INC.	227784	A	COURTHOUSE ELECTRICITY TO 11-2	1,885.41
	CONSTELLATION NEW ENERGY, INC.	227785	A	JP#3 ELECTRICITY TO 11-2	172.14
	CONSTELLATION NEW ENERGY, INC.	227786	A	AG BLDG ELECTRICITY TO 11-2	278.70
	CONSTELLATION NEW ENERGY, INC.	227787	A	RMO/MAINT ELECTRICITY TO 11-2	98.57
	CONSTELLATION NEW ENERGY, INC.	227788	A	SPRING STREETLIGHTS TO 11-2	16.56
	CONSTELLATION NEW ENERGY, INC.	227789	A	TRAVIS STREETLIGHTS TO 11-2	8.28
	CONSTELLATION NEW ENERGY, INC.	227790	A	ANNEX ELECTRICITY TO 11-2	1,071.58
	DOUBLE "C" PEST CONTROL	227932	A	PEST CONTROL @ JP#4/INV#4452	40.00
	GULF COAST PAPER CO., INC.	227853	A	CLEANING SUPPLIES/INV#2131139	139.69
	GULF COAST PAPER CO., INC.	227854	A	CLEANING SUPPLIES/INV#2139773	40.98
	GULF COAST PAPER CO., INC.	227855	A	TISSUE & TOWELS/INV#2139773	197.54
	SILVICARE TREE SERVICE	227907	A	HAUL OFF TREE DEBRIS @ SHOP/ANNEX	200.00
	DEPARTMENT TOTAL				4,489.00
0525-SEPTIC SYSTEM/FLOODPLAIN					

**MINUTES OF THE COLORADO COUNTY
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DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
	PRESTIGE OFFICE PRODUCTS, LLC	227835	A	LAMINATE POUCH/INV#124442	19.95
	DEPARTMENT TOTAL				19.95
0530-EMERGENCY MANAGEMENT					
	VOCEON	227872	A	RADIO PROGRAMMING CABLE	131.25
	DEPARTMENT TOTAL				131.25
0540-EMS DIRECTOR/AMBULANCE					
	BOUND TREE MEDICAL, LLC	227739	A	MEDICAL SUPPL/INV#84275655,84275656	551.28
	CAPITAL ONE	227743	A	PAPER TOWELS/TR#07878	14.97
	CAPITAL ONE	227744	A	MARKERS, ERASER & FEBREZE/TR#00857	40.75
	CAVENDER FORD	227745	A	ALTERNATOR/INV#205376	563.78
	COLORADO COUNTY OIL CO., INC.	227773	A	264 GALS DIESEL/INV#444205	798.27
	COLUMBUS TIRE CENTER	227780	A	REPLACE BRAKES/INV#16419	858.99
	DISH	227716	R	CABLE @ WEIMAR EMS	75.64
	DSS DRIVING SAFETY SERVICES, LLC	227792	A	NON-DOT DRUG TEST/INV#21-1481730	60.00
	DSS DRIVING SAFETY SERVICES, LLC	227793	A	(3)NON-DOT DRUG TEST/INV#21-1481805	180.00
	EMS MANAGEMENT & CONSULTANTS, INC.	227796	A	NOV EMS BILLING SVCS	119.26
	HENRY SCHEIN INC.	227806	A	MEDICAL SUPPLIES/#12418605,12473229	236.54
	HENRY SCHEIN INC.	227807	A	MEDICAL SUPPLIES/#12490075	646.18
	HENRY SCHEIN INC.	227808	A	MEDICAL SUPPLIES/INV#12332639	754.33
	HUGHES NETWORK SYSTEMS, LLC	227809	A	HARDWARE & INSTALLATION	999.99
	HUGHES NETWORK SYSTEMS, LLC	227810	A	INTERNET SVC @ ALTAIR EMS	175.17
	KEVIN SEIGLER	227816	A	SVC CALL & SOFTWARE CHG/INV#7349	380.00
	KEVIN SEIGLER	227817	A	A-1 CONTROL BOARD/INV#7351	500.00
	KEVIN SEIGLER	227818	A	REPLACE FILTER & GASKETS/INV#7350	1,176.82
	LINDE GAS & EQUIPMENT INC.	227824	A	OXYGEN/INV#67054511	182.43
	MEDPRO WASTE DISPOSAL, LLC	227827	A	MEDICAL WASTE SVCS/INV#521967	210.89
	O'REILLY AUTO PARTS	227828	A	PARTS/CUST#1269382	58.26
	PRESTIGE OFFICE PRODUCTS, LLC	227833	A	OFFICE SUPPLIES/INV#124361	705.51
	QUADMED, INC.	227841	A	MEDICAL SUPPLIES/INV#201743,201744	646.34
	QUADMED, INC.	227842	A	MEDICAL SUPPLIES/INV#201700,201365	143.68
	QUADMED, INC.	227843	A	MEDICAL SUPPLIES/INV#201363	1,691.23
	STRYKER SALES, LLC	227863	A	RETRACTABLE HEAD O2 HOLDER KITS	532.63
	TIME WARNER CABLE ENTERPRISES LLC	227717	R	TRUNKED PHONE LINES FOR COVID HUB	126.62
	DEPARTMENT TOTAL				12,429.56
0555-911 RURAL ADDRESSING					
	PRESTIGE OFFICE PRODUCTS, LLC	227830	A	HP CARTRIDGE/INV#124380	109.99
	PRESTIGE OFFICE PRODUCTS, LLC	227838	A	OFFICE SUPPLIES/INV#124481	24.95
	SCHEIBE CONSULTING	227861	A	ENGINEERING SVCS/BIG EASY RANCH	3,120.00
	DEPARTMENT TOTAL				3,254.94
0560-COUNTY SHERIFF					
	A L & M BUILDING SUPPLY	227733	A	4" CHROME KICKDOWN DOOR STOP/#5134	13.58
	ALYSSA LINDEMANN	227734	A	CPR/BLS CLASS WITH CERTIFICATION	20.00
	CAPITAL ONE	227741	A	CAR CHARGER & NOTEBOOK/TR#05955	55.94
	CAVENDER FORD	227746	A	OIL CHG & AIR FILTER/INV#154731	133.80
	CDW GOVERNMENT	227747	A	HP LASERJET M406DN PRINTER/#M915482	373.36
	COLORADO COUNTY OIL CO., INC.	227848	A	838 GALS GAS/INV#444219	2,282.93
	COLORADO COUNTY OIL CO., INC.	227849	A	746 GALS GAS/INV#444385	2,307.84
	DARRELL CRAIG PEIKERT	227714	R	OCT BASE IT LOAD/INV#CC000064	1,600.00
	DARRELL CRAIG PEIKERT	227715	R	OCT NON-BASE IT LOAD/INV#CC000064	562.50
	GALLS, LLC	227846	A	UNIFORMS/INV#019611862	139.00
	GT DISTRIBUTORS, INC.	227801	A	FIREARM PARTS/INV0872799	59.40
	O'REILLY AUTO PARTS	227829	A	WIPER FLUID/CUST#1269383	46.90
	O'REILLY AUTO PARTS	227900	A	BATTERY/CUST#1269383	146.30

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DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
	O'REILLY AUTO PARTS	227901	A	CARWASH SUPPLIES/CUST#1269383	66.90
	TEEX	227869	A	CRIME SCENE INVESTIGATION ONLINE CO	495.00
	UNITED RADIO INC	227877	A	SHIPPING FOR RADIO/INV#321075157	21.20
	DEPARTMENT TOTAL				8,324.65
0565-OPERATION OF JAIL					
	A-1 SHINER FIRE & SAFETY, INC.	227732	A	SVC DAMPER & EXHAUST TROUBLES	170.00
	CAPITAL ONE	227740	A	BLEACH/TR#01028	60.40
	CLINICAL SOLUTIONS PHARMACY	227755	A	OCT INMATE MEDICINE/INV#71258	10.63
	CLINICAL SOLUTIONS PHARMACY	227756	A	OCT INMATE MEDICINE/INV#71258	23.72
	CLINICAL SOLUTIONS PHARMACY	227757	A	OCT INMATE MEDICINE/INV#71258	11.71
	CLINICAL SOLUTIONS PHARMACY	227758	A	OCT INMATE MEDICINE/INV#71258	25.49
	CLINICAL SOLUTIONS PHARMACY	227759	A	OCT INMATE MEDICINE/INV#71258	28.81
	CLINICAL SOLUTIONS PHARMACY	227760	A	OCT INMATE MEDICINE/INV#71258	5.53
	CLINICAL SOLUTIONS PHARMACY	227761	A	OCT INMATE MEDICINE/INV#71258	43.08
	CLINICAL SOLUTIONS PHARMACY	227762	A	OCT INMATE MEDICINE/INV#71258	1,774.52
	CLINICAL SOLUTIONS PHARMACY	227763	A	OCT INMATE MEDICINE/INV#71258	37.38
	CLINICAL SOLUTIONS PHARMACY	227764	A	OCT INMATE MEDICINE/INV#71258	11.51
	CLINICAL SOLUTIONS PHARMACY	227765	A	OCT INMATE MEDICINE/INV#71258	5.83
	COLUMBUS PLUMBING & SERVICE, INC.	227779	A	PLUMBING PARTS/INV#4452	62.50
	COLUMBUS PLUMBING & SERVICE, INC.	227918	A	PLUMBING REPAIRS/INV#2319	204.00
	COLUMBUS PLUMBING & SERVICE, INC.	227919	A	PLUMBING REPAIRS/INV#2306	279.00
	CONCORD MEDICAL GROUP, PLLC	227781	A	PHYSICIANSVC/101613236/10-14/INMATE	79.62
	CONCORD MEDICAL GROUP, PLLC	227782	A	PHYSICIAN SVCS/99975187/8-18/INMATE	60.33
	DOUBLE "C" PEST CONTROL	227794	A	PEST CONTROL @ JAIL/INV#4451	60.00
	GALLS, LLC	227799	A	BADGE HOLDER & KEY HOLDER/019657154	185.74
	GUADALUPE COUNTY SHERIFF'S DEPT	227802	A	OCT OUT OF COUNTY INMATE HOUSING	1,550.00
	H.E. BUTT GROCERY COMPANY	227803	A	FOOD FOR INMATES/INV#546312	165.04
	H.E. BUTT GROCERY COMPANY	227804	A	FOOD FOR INMATES/INV#463848,463673	140.59
	H.E. BUTT GROCERY COMPANY	227891	A	FOOD FOR INMATES/INV#344492	165.30
	LABATT FOOD SERVICE	227819	A	WEEKLY FOOD ORDER/INV#11116347	990.20
	LABATT FOOD SERVICE	227820	A	WEEKLY FOOD ORDER/INV#11018749	1,836.54
	LABATT FOOD SERVICE	227821	A	WEEKLY FOOD ORDER/INV#11082223	1,484.37
	LABATT FOOD SERVICE	227822	A	WEEKLY FOOD ORDER/INV#11042662	1,386.94
	LABATT FOOD SERVICE	227823	A	WEEKLY FOOD ORDER/INV#11042663	26.56
	LABATT FOOD SERVICE	227857	A	WEEKLY FOOD ORDER/INV#11155875	1,769.49
	LABATT FOOD SERVICE	227922	A	WEEKLY FOOD ORDER/INV#11189478	965.87
	MATERA PAPER COMPANY	227858	A	SANITIZER/INV#H569914	109.94
	MATERA PAPER COMPANY	227859	A	TISSUE/INV#H569914	252.00
	SOUTHERN HEALTH PARTNERS, INC	227862	A	DEC INMATE MEDICAL CONTRACT SVCS	9,557.18
	WICK'S WESTERN AUTO	227875	A	LAWN MOWER/CUST#6000	3,000.00
	DEPARTMENT TOTAL				26,539.82
0575-MENTAL HEALTH & ALCOHOL					
	CODY TOPPEL	227754	A	MH TRANSPORT ON 11-14-21	157.50
	DEPARTMENT TOTAL				157.50
0580-VETERAN SERVICE OFFICER					
	CDW GOVERNMENT	227850	A	DELL 3420 LAPTOP/INV#N250224	742.11
	PRESTIGE OFFICE PRODUCTS, LLC	227836	A	OFFICE SUPPLIES/INV#124083	216.92
	SYNCB/AMAZON	227866	A	EPSON PRINTER & INK FOR VSO	214.04
	DEPARTMENT TOTAL				1,173.07
0585-INFORMATION TECHNOLOGY					
	SYNCB/AMAZON	227867	A	IPHONE CASE FOR IT	13.98
	SYNCB/AMAZON	227868	A	RAZER GAMING CHAIR FOR IT	529.99
	TIME WARNER CABLE ENTERPRISES LLC	227729	R	TRUNKED PHONE LINES	15.83
	DEPARTMENT TOTAL				559.80

**MINUTES OF THE COLORADO COUNTY
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0640-CONTRACT SERVICES

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PREPARER:0004

DEPARTMENT

NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
HENNEKE FUNERAL HOME, LTD.	227805	A	TRANSPORT BODY ON 11-7-21	845.00
TRAVIS COUNTY MEDICAL EXAMINER	227937	A	AUTOPSY/PA20-00511/INV#3300005285	2,900.00
TYLER PAVLICEK	227797	R	WITNESS FEE/CAUSE#25,800	10.00
DEPARTMENT TOTAL				3,755.00

0645-INDIGENT HEALTH CARE

COLUMBUS COMMUNITY HOSPITAL	227775	A	HOSP CHGS/20411111/8-4-21/IHC	651.21
COLUMBUS MEDICAL CLINIC	227778	A	OFFICE VISIT/385817/10-27-21/IHC	98.32
TIME WARNER CABLE ENTERPRISES LLC	227728	R	TRUNKED PHONE LINES	15.83
DEPARTMENT TOTAL				765.36

0695-MISCELLANEOUS

BANNER-PRESS NEWSPAPER, INC.	227737	A	BID INVITATION/KULOW RD BRIDGE BID	90.00
BAUMGART AGENCIES	227915	A	BOND RENEWAL/TAX COLLECTOR/ASSESSOR	500.00
BAUMGART AGENCIES	227916	A	BOND RENEWAL/TAX ASSESSOR/COLLECTOR	500.00
BOE REEVES	227917	A	POSTAGE FOR CERTIFIED MAIL	7.38
COLORADO COUNTY CITIZEN	227766	A	BUDGET HEARING NOTICE	106.00
COLORADO COUNTY CITIZEN	227767	A	PROPOSED OFFICIAL SALARIES	262.00
COLORADO COUNTY CITIZEN	227768	A	PUBLIC HEARING ON TAX INCREASE	298.00
COLORADO COUNTY CITIZEN	227769	A	INDIGENT HEALTH CARE PROGRAM AD	64.00
COLORADO COUNTY CITIZEN	227770	A	HELP WANT AD/JAILERS	216.00
COLORADO COUNTY CITIZEN	227771	A	HELP WANT AD/VETERAN SVC OFFICER	216.00
COLORADO COUNTY CITIZEN	227772	A	HELP WANT AD/TAX A/C	216.00
DARILYN HENDERSON	227791	A	NOV ELECTION MILEAGE	105.84
DELTON HOLLMANN	227920	A	BOUNTY FOR (2) COYOTES	20.00
JOSEPH GLUECK	227812	A	BOUNTY FOR (3) COYOTES	30.00
PRESTIGE OFFICE PRODUCTS, LLC	227831	A	PAPER/INV#124379	45.50
PRESTIGE OFFICE PRODUCTS, LLC	227832	A	PAPER/INV#124361	178.00
PRESTIGE OFFICE PRODUCTS, LLC	227839	A	PAPER/INV#124445	219.96
PRESTIGE OFFICE PRODUCTS, LLC	227925	A	PAPER/INV#124359	31.81
PRESTIGE OFFICE PRODUCTS, LLC	227934	A	PAPER/INV#124448	45.50
STAN WARFIELD	227936	A	POSTAGE FOR CERTIFIED MAIL	7.38
TIME WARNER CABLE ENTERPRISES LLC	227730	R	TRUNKED PHONE LINES	31.66
WEIMAR MERCURY	227876	A	NOTICE OF SPECIAL ELECTION/ID#4496	126.00
DEPARTMENT TOTAL				3,317.03

FUND TOTAL

77,924.26

**MINUTES OF THE COLORADO COUNTY
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DEPARTMENT				
NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0621-R&B #1 TOTAL DISBURSEMNTS				
A-LINE AUTO PARTS	227878	A	BATTERIES/CUST#4576801	15.78
A-LINE AUTO PARTS	227879	A	OIL/CUST#4576801	70.56
CINTAS CORPORATION	227881	A	UNIFORMS/INV#4100610210,4101322117	175.70
CINTAS CORPORATION	227882	A	UNIFORMS/INV#4101879767	87.85
DIAMOND MOWERS LLC	227887	A	PARTS/INV#0208616-IN	149.77
JOHN DEERE FINANCIAL	227894	A	PARTS/ACCT#01042-62002	3,040.33
JOHN DEERE FINANCIAL	227895	A	OIL/ACCT#01042-62002	98.00
LARRY'S SUPER SERVICE	227896	A	TIRE REPAIR/INV#0113332	41.95
MUSTANG CAT	227777	A	OIL/#PART5714452,5714453,5714454	8.56
O'REILLY AUTO PARTS	227899	A	AC CONDENSER/CUST#1260718	104.30
WALLER COUNTY ASPHALT, INC	227912	A	25.56 TONS COLD MIX/INV#22040	2,632.68
DEPARTMENT TOTAL				6,425.48
FUND TOTAL				6,425.48

11/22/2021--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0022 R&B PCT #2 CYCLE: ALL PAGE 7
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DEPARTMENT				
NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0622-PCT #2 TOTAL DISBURSEMNTS				
COLORADO COUNTY OIL CO., INC.	227885	A	1050 GALS DIESEL,328 GALS GAS/444633	3,835.64
EDWARD J. SEIFERT OIL CO.	227921	A	5 GALS DEF/INV#61790	27.50
GORMAN UNIFORM RENTAL, INC	227889	A	UNIFORMS/INV#2639860,2638526	175.20
GORMAN UNIFORM RENTAL, INC	227890	A	SHOP SUPPLIES/INV#2639860,2638526	56.28
HIGHWAY MOTOR CO.	227892	A	COUPLINGS/INV#73336	58.50
LINDE GAS & EQUIPMENT INC.	227825	A	OXYGEN & ACETYLENE/INV#66983066	74.47
M-G FARM SERVICE CENTER	227897	A	BOLTS/CUST#3310	16.14
M-G INC. FEED DIVISION	227923	A	NUTS, BOLTS & WASHERS/CUST#3310	45.57
PRIHODA GRAVEL CO.	227840	A	120 YDS PIT RUN RD GRAVEL/INV#13421	1,200.00
PRIHODA GRAVEL CO.	227948	A	1992 YDS PIT RUN GRAVEL/INV#13436	21,473.76
ROMCO EQUIPMENT CO.	227860	A	PARTS/INV#110181150	355.89
SHOPPA'S FARM SUPPLY	227905	A	FILTER/INV#1388400,1388443	1,735.64
SHOPPA'S FARM SUPPLY	227906	A	TRACTOR REPAIRS/WO#209524	1,329.84
STAVINOHA TIRE PROS LLC	227908	A	SWITCH/INV#90821	61.00
STAVINOHA TIRE PROS LLC	227909	A	SHREDDER TIRE/INV#90506	306.50
TEXAS TOOL TRADERS	227949	A	GLOVES & SAFETY GLASSES/T11119017	293.92
WALLER COUNTY ASPHALT, INC	227913	A	25.57 TONS COLDMIX/INV#22103	2,620.93
WALLER COUNTY ASPHALT, INC	227929	A	25.06 TONS COLD MIX/INV#22117	2,568.65
WICK'S WESTERN AUTO	227930	A	WEED EATER STRING/CUST#5900	13.99
DEPARTMENT TOTAL				36,249.42
FUND TOTAL				36,249.42

**MINUTES OF THE COLORADO COUNTY
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- _12. CLOSED SESSION:** Pursuant to Section 551.071 and 551.129, Texas Government Code, to conduct a private consultation with the County's attorney regarding pending opioid litigation, and to authorize any required, necessary or possible action deemed to serve the best interests of Colorado County, Texas.

Judge Pro-Tem Commissioner Neuendorff stated the Court will go into Closed Session at 9:48 A.M.

- _13. OPEN SESSION:** Pursuant to Section 551.102, Texas Government Code, to take final action, decision, or vote on the matter(s) deliberated in the closed meeting of Colorado County Commissioners Court.

Judge Pro-Tem Commissioner Neuendorff stated at 10:12 A.M. the Court is back in Open Session.

County Attorney Jay Johannes spoke regarding this and stated he thinks this is a good idea at this time to approve the Order.

Motion by Judge ProTem Commissioner Neuendorff to approve Order Authorizing Approval of Proposed Janssen Texas State-Wide Opioid Settlement Agreement; seconded by Commissioner Gertson; 5 ayes 0 nays; motion carried, it was so ordered.

(See Attachment)

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
NOVEMBER 22, 2021**

THE STATE OF TEXAS §

COUNTY OF COLORADO §

**ORDER AUTHORIZING APPROVAL OF PROPOSED JANSSEN TEXAS
STATE-WIDE OPIOID SETTLEMENT AGREEMENT**

BE IT REMEMBERED, at a regular meeting of the Commissioners Court of Colorado County, Texas, held on the, 22nd day of November, 2021, on motion made by Keith Neuendorff Commissioner of Precinct 3 and seconded by Darrell Gertson Commissioner of Precinct 4, the following Order (Resolution) was adopted:

WHEREAS, Colorado County obtained information indicating that certain drug companies and their corporate affiliates, parents, subsidiaries, and such other defendants as may be added to the litigation (collectively, "Defendants") have engaged in fraudulent and/or reckless marketing and/or distribution of opioids that have resulted in addictions and overdoses; and

WHEREAS, these actions, conduct and misconduct have resulted in significant financial costs in the past to the County and will undoubtedly result in significant financial costs in the future; and

WHEREAS, the County brought claims against Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., Janssen Pharmaceutica, Inc. (hereinafter Janssen or the Janssen defendants) defendants, and other defendants in the opioid supply chain on behalf of the County in *In Re: Texas Opioid Litigation*, MDL No. 2018-63587, currently pending in the 152d District Court of Harris County, Texas; and

WHEREAS, on October 17, 2021, the Janssen defendants in the opioid litigation brought by the County, the State of Texas, through the Office of the Attorney General, and a negotiation group for Texas political subdivisions entered into an Agreement entitled Janssen Texas State-Wide Opioid Settlement Agreement and Term Sheet (hereafter, the Janssen Settlement); and

WHEREAS, Special Counsel and the State of Texas have recommended that the Colorado County Commissioners Court support the adoption and approval the Janssen Settlement in its entirety; and

WHEREAS, even though the payments from the Janssen settlement reflects partial compensation

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
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to Colorado County for the past damages it has suffered or the future damages it is likely to incur, given the risks of litigation, the fact that this is a settlement with only one group of Defendants, the fact that it is to the benefit of Texas and the County and its residents, and that it reduces the risks associated with pay-over-time provisions;

NOW, THEREFORE, BE IT RESOLVED that we, the Commissioners Court of Colorado County:

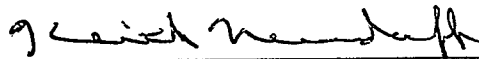
1. Support the adoption and approval the Janssen Settlement in its entirety; and
2. Authorize County and Special Counsel to execute the Release at Exhibit A of the Janssen Settlement; and
3. Finds as follows:
 - a. There is a substantial need for repayment of past opioid-related expenditures and payment to help abate current and future opioid-related harms in and about Colorado County, Texas; and
 - b. The County Commissioners Court supports in its entirety the Janssen Settlement. The County Commissioners Court understands that the purpose of this Settlement to effectuate resolution of the Opioid Litigation against Janssen entities. We also understand that an additional purpose is to ensure the effective means of distributing any potential settlement funds obtained under this Janssen Settlement in Texas and under the jurisdiction of Texas Courts in a manner and means that would promote an effective and meaningful use of the funds in abating the opioid epidemic in this County and throughout Texas.

The County is hereby authorized to approve and accept the Janssen Settlement.

The County's Special Counsel is hereby authorized to execute and deliver the settlement agreement recommended for approval by Special Counsel in the above referenced case and to approve such terms and provisions for the full and final settlement of all matters set forth therein.

DONE IN OPEN COURT on this the 22nd day of November, 2021.

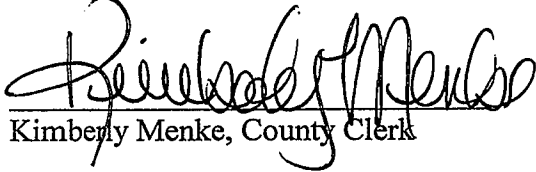
COLORADO COUNTY



Keith Neuendorff, County Judge Pro Tem

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
NOVEMBER 22, 2021

ATTEST:


Kimberly Menke, County Clerk



**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
NOVEMBER 22, 2021**

14. 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)

Kimberly Menke, County Clerk wished everyone a safe and happy Thanksgiving.

Commissioner Gertson reported Alleyton is completed in a timely manner; starting work on culverts on 16 and Loose Cow Road, there was a delay in getting them, therefore there will be an extension with this project.

- _15. Commissioners Court Members sign all documents and papers acted upon or approved.

Judge Pro-Tem Commissioner Neuendorff announced it is now time to sign all papers and documents.

- _16. Adjourn.

Motion by Judge Pro-Tem Commissioner Neuendorff to adjourn; seconded by Commissioner Gertson.

An audio recording of this meeting of November 22, 2021 is available in the County Clerk's Office.

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
NOVEMBER 22, 2021**

Minutes were taken and prepared by Kimberly Menke, County Clerk on the 22nd day of November 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 22nd day of November 2021.

Given under my hand and official seal of office this date November 22, 2021.

