

COLORADO COUNTY COMMISSIONERS COURT
NOTICE OF OPEN MEETING

DATE OF MEETING: October 24, 2022 – 9:00 A.M.
BUILDING: Colorado County Courthouse, County Courtroom
STREET LOCATION: 400 Spring Street
CITY OF LOCATION: Columbus, Texas 78934

The Colorado County Commissioners Court Meetings will be broadcast live on Zoom <https://txcourts.zoom.us/j/93198500943> for those individuals who wish to watch or listen remotely.

Pursuant to the authority granted under Government Code, Chapter 551, the Commissioners Court may convene in a closed meeting to discuss, deliberate and take action on any of the agenda items listed below. Immediately before any closed session, the specific section or sections of Government Code, Chapter 551, which provides statutory authority, will be announced.

On this the 24th day of October 2022, 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 Keith Neuendorff	Commissioner Precinct #3
Honorable Darrell Gertson	Commissioner Precinct #4
Honorable Kimberly Menke	County Clerk
By: Michelle Kollmann	Deputy Clerk

Honorable Darrell Kubesch, Commissioner Precinct #2, was unable to attend.

County Judge Ty Prause called the meeting to order at 9:02 A.M., followed by

Pledges to the United States Flag and Texas Flag.

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

October 24, 2022

DELIBERATE AND CONSIDER ACTION ON THE FOLLOWING ITEMS:

__1. Agenda as posted.

**Motion by Commissioner Wessels to approve Agenda as posted; seconded by
Commissioner Gertson; 4 ayes 0 nays; motion carried; it was so ordered.**

(See Attachment)

**MINUTES OF THE COLORADO COUNTY
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October 24, 2022

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

FILED FOR RECORD
COLORADO COUNTY, TX

2022 OCT 20 PM 3:39

KIMBERLY MENIKE
COUNTY CLERK MK

DATE OF MEETING: October 24, 2022 – 9:00 A.M.
BUILDING: Colorado County Courthouse, County Courtroom
STREET LOCATION: 400 Spring Street
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DELIBERATE AND CONSIDER ACTION ON THE FOLLOWING ITEMS:

- __1. Agenda as posted.
- __2. Public comments.
- __3. Request by Columbus Chamber of Commerce to use courthouse grounds for lighted parade and tree lighting event to be held on November 29, 2022. (Wessels)
- __4. Request by Leyco Legacy LLC for Colorado County's acceptance of the roads and drainage facilities in Legacy Oaks Subdivision for county maintenance, release of construction bond, and acceptance of maintenance bond, located in Precinct No. 1. (Wessels)
- __5. Final Plat of Wild Wing Preserve, a subdivision consisting of 942.98 acres, located in Precinct No. 1. (Wessels)
- __6. **Public Hearing:** Concerning the Partial Replat of Big Easy Ranch Estates, Section One, Lots 28-32, Reserve "C", Mallard Lane Right-of-Way and Upland Drive Right-of-Way, located in Precinct 3. (Neuendorff)
- __7. Partial Replat of Big Easy Ranch Estates, Section One, Lots 28-32, Reserve "C", Mallard Lane Right-of-Way and Upland Drive Right-of-Way, located in Precinct 3. (Neuendorff)
- __8. Preliminary Plat of Settlers Reserve – Section One, a subdivision consisting of 111.4241 acres, located in Precinct No. 3. (Neuendorff)
- __9. Application for Limited Land Division submitted by Avanterra Group FM 1291, LLC to subdivide 18.39 acres out of a 35.65 acre tract, located in Precinct No. 3. (Neuendorff)
- __10. Application submitted by San Bernard Electric Cooperative, Inc. to place 2 power poles 1' on county right-of-way of Dungens Mill Road, located in Precinct No. 3. (Neuendorff)
- __11. Application submitted by Industry Telephone Company to bury a communication line upon and along the county right-of-way of Stokes Road and Wilde Road, located in Precinct No. 3. (Neuendorff)

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- _12. Application submitted by S&S Irrigation, Inc. to install sewer line upon and along the county right-of-way of Old Altair Road, located in Precinct No. 4. (Gertson)
- _13. Contract for Secure Short-Term Detention of Juvenile Offenders with the County of Brazos for the term October 1, 2022 – September 30, 2023. (Prause)
- _14. Contract for Residential Juvenile Offender Services with the County of Bell for the term September 1, 2022 – August 31, 2023. (Prause)
- _15. Approve payment of compensatory time for sheriff department, jail, dispatch, and other county employees as determined by Commissioners Court. (Kana)
- _16. Service Agreement with AT&T for long distance service for a 2 year term. (Kana)
- _17. Agreement for Aviation Support and Maintenance Services with DBT Transportation Services, LLC on the AWOS system at Robert R. Wells Jr. Airport (66R). (Kana)
- _18. Consent Items:
 - a. Accept \$100.00 donation to Colorado County EMS from Bernardo Hermann Sons Life Insurance.
 - b. Continuation Certificate for Bond No. 72211981 in the name of Elections Administrator of Colorado County for Rebecka K. LaCourse (12/1/2022-12/1/2023).
 - c. Certificate of Liability Insurance posted by:
 - 1. S&S Irrigation, Inc. (8/13/2022-8/13/2023).
 - 2. Dynamic Production, Inc. (10/1/2022-10/1/2023).
- _19. Examine and approve all accounts payable and budget amendments.
- _20. 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)
- _21. Commissioners Court Members sign all documents and papers acted upon or approved.
- _22. Adjourn.

CERTIFICATION

NAME: Ty Prause
TITLE: Colorado County Judge
SIGNATURE OF CERTIFYING OFFICIAL:
DATE: October 20, 2022
TELEPHONE: NUMBER: (979) 732-2604
FAX NUMBER: (979) 732-9389



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

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__2. Public comments.

No public comments.

__3. Request by Columbus Chamber of Commerce to use courthouse grounds for lighted parade and tree lighting event to be held on November 29, 2022. (Wessels)

Motion by Commissioner Wessels to approve a request by Columbus Chamber of Commerce to use courthouse grounds for lighted parade and tree lighting event to be held on November 29, 2022; seconded by Commissioner Neuendorff; 4 ayes 0 nays; motion carried; it was so ordered.

(See Attachment)

**MINUTES OF THE COLORADO COUNTY
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COLORADO COUNTY COURTHOUSE GROUNDS

Request for events on the
Colorado County Courthouse Grounds

Contact: Ty Prause, County Judge
979/732-2604 - 979/732-9389 (Fax)

Instructions: Please complete the entire application. Incomplete applications will not be considered. If you have any questions, please contact Judge Ty Prause at 979/732-2604.

1. Event Name: Columbus Chamber of Commerce Lighted Parade and Tree Lighting/Hot Cocoa & Cookies on the square
2. Courthouse area requested (circle one) Sidewalks/Driveway Grounds
3. Date and time requested: November 29, 2022 from 3 pm until 8 pm
4. Sponsoring Organization: Columbus Chamber of Commerce
5. County Official Sponsor : Doug Wessels
(Required for approval of all events at the Colorado County Courthouse. Must be the County Judge, County Commissioners of Precinct 1, 2, 3 or 4. Applications are considered incomplete without a letter of sponsorship from the County Official Sponsor.)
6. Contact Name(s): Janet Hollmann or Lindsi Graham
7. Address: 425 Spring Street, Columbus, Texas 78934
8. Phone No: 979-732-8385 Cell No: 979-732-1352 Fax No: n/a
9. Email Address: assist@columbus-texas.org
11. Purpose of Event. Attach additional page if necessary.

The Chamber is holding a lighted parade as a part of the Bicentennial Celebration. We would like to use the courthouse grounds following the parade for a tree lighting, music and hot cocoa and cookies.
12. Description of any large banners, signs, etc. (Nothing may be attached to any structure on the grounds or buildings.) Are handouts included? (Circle one) Yes No
13. Time schedule for program. Please be specific and provide copy or draft program.
Set Up Time 3 pm Start Time 6 pm End Time 8 pm
14. Colorado County Commissioners Court will not provide chains, microphone or speakers.

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15. Please list all equipment, including electrical power requirements, provided by event holder to be used during event. We may need to use some electrical power on the north side of the courthouse to plug in containers for the hot cocoa.

16. Number of persons expected to attend 300 (Participants) _____

17. Is the sponsoring organization tax exempt? Yes No

Federal ID Number: 74-2896231 (If exempt, you and participants must include proof of tax exempt status in order to get refund)

I/We have read the Colorado County Courthouse Policy for Use of the Courthouse Grounds and agree to comply with this policy. I/We understand that all events are subject to cancellation. I/We also understand that, in the event of rain, the Colorado County Commissioners Court cannot provide electricity and that the Colorado County Commissioners Court shall prohibit a tent from being placed on the grounds. In addition, I/We understand that I/We am/are responsible for any damages to the building or grounds as a result of my/our event.

Janet Hollman 10-13-2022
Authorized signature of representative for event Date

Authorized signature of representative for event Date

\$ _____ 74-2896231
Deposit Federal ID#, Tax#, or SS# with a
Personal check required for refund

Colorado County Commissioners Court will determine amount of Deposit when application is received.

**MINUTES OF THE COLORADO COUNTY
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Colorado County, Texas

DOUG WESSELS

Commissioner, Precinct No. 1

(979) 234-2071

October 24, 2022

The Columbus Chamber of Commerce is requesting to use the courthouse grounds on November 29, 2022 for lighted parade and tree lighting event. Please allow this letter to serve as my approval to be the county official sponsor for this event.

Very truly yours,

A handwritten signature in purple ink that reads "Doug Wessels".

Doug Wessels
County Commissioner, Precinct No. 1

**MINUTES OF THE COLORADO COUNTY
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- 4. Request by Leyco Legacy LLC for Colorado County's acceptance of the roads and drainage facilities in Legacy Oaks Subdivision for county maintenance, release of construction bond, and acceptance of maintenance bond, located in Precinct No. 1. (Wessels)

Motion by Commissioner Wessels to approve a request by Leyco Legacy LLC for Colorado County's acceptance of the roads and drainage facilities in Legacy Oaks Subdivision for county maintenance, release of construction bond, and acceptance of maintenance bond, located in Precinct No. 1; seconded by Commissioner Neuendorff; 4 ayes 0 nays; motion carried; it was so ordered.

(See Attachment)

MINUTES OF THE COLORADO COUNTY
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P.O. Box 358 • Columbus, TX 78934-0358 • (979) 732-6997 • wei-eng.com

October 19, 2022

Judge Ty Prause
Commissioners Court of Colorado County Texas
P.O. Box 236
Columbus, TX 78934

Re: Request for Colorado County Acceptance of Roads and Drainage Facilities for Maintenance
Legacy Oaks Subdivision, Colorado County, TX

Dear Judge Prause and Commissioners Court:

On behalf of Leyco Legacy LLC (Leyco), Weishuhn Engineering, Inc. (WEI) requests Colorado County's approval of drainage facilities and roads in the aforementioned subdivision. Work was completed on October 1, 2022. There are two streets, Legacy Oaks Lane and Legacy Court in the subdivision. The subdivision Record Plat is provided in Attachment A.

Excerpts of Colorado County's Development Regulations requirements for acceptance of roads and drainage facilities are provided in Attachment B. This letter is structured in accordance with the Development Regulation requirements which indicates the County will accept a road or street for maintenance when the following conditions have been satisfied:

9.3 No streets will be accepted for maintenance by the County until all drainage structures, including culverts for all driveways constructed as of the acceptance date, have been both installed by the Applicant or occupant(s) of the Lot(s) and inspected and approved by the County.

Response: Drainage structures including culverts, ditches and restrictors have been installed in the subdivision. The drainage structures were installed in general accordance with the Record Plat and the approved drawings. County inspection was conducted on October 19, 2022.

7.3.1 The street, drainage structures, and right of way has been constructed or completed in accordance with these Regulations and the County Road and Drainage Specifications, the Record Plat for the road or street has been recorded and the associated right of way has been dedicated to the public pursuant to these Regulations.

Response: Leyco has constructed the streets, drainage structures and right of ways in accordance with the Regulations, the County Road and Drainage Specifications, the Record Plat and the approved drawings. The roads/streets have been recorded and the associated right of ways have been dedicated to the public pursuant to the Regulations per the Record Plat.

**MINUTES OF THE COLORADO COUNTY
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7.3.2 The Applicant has submitted a written request to the County.

Response: This correspondence serves as Leyco's written request for Colorado County's acceptance of the Roads and Drainage Facilities for County Maintenance.

7.3.3 The Colorado County Precinct Commissioner or Designated Agent has approved all required inspections and tests at the completion of each phase of construction of the street, including plasticity index, sub-base and base tests for compacted density, depth of base and coordinate all inspections and laboratory tests with the Colorado County Precinct Commissioner or Designated Agents and not to proceed with construction until proper inspection and tests have been obtained. Any laboratory tests and test holes shall be at the expense of the Applicant. In no event will any base be placed on the street until the Precinct Commissioner or Designated Agent has approved the subgrade;

Response: Test reports reflecting acceptable results are provided as Attachment C.

7.3.4 The Colorado County Precinct Commissioner or Designated Agent has inspected the street no earlier than thirty (30) days prior to the acceptance for maintenance by Commissioners Court and has submitted to the Commissioners Court an Inspection Report stating that the streets in their current condition appear to be in compliance with the Regulations and all other guidelines in effect at the time of the inspection.

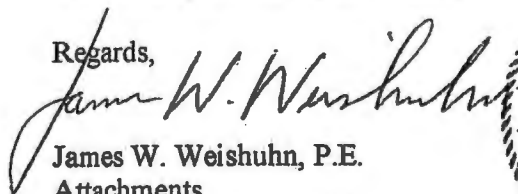
Response: See Attachment D for the Commissioner's statement.

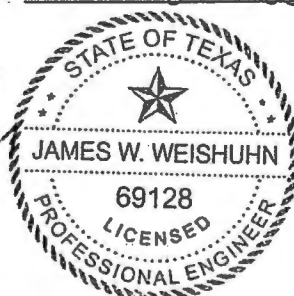
7.3.5. The Applicant has posted with the County Clerk a Maintenance Security in the form of cash, surety bond or irrevocable letter of credit to secure the proper maintenance of the roads prior to County acceptance thereof in an amount equal to 10% of the construction costs of the streets for a term of two (2) years following acceptance by the County. Before release of the Maintenance Security, the Precinct Commissioner or Designated Agent shall again inspect the roads or streets and the Applicant shall remedy all deficiencies prior to release of the Maintenance Security. If the deficiencies are not promptly remedied, the County shall make the repairs and draw on the Maintenance Security for payment. The County is not a Subdivision developer and, if it undertakes the performance of such construction through a third party contractor, the County is acting as a third party trustee for the public. Sample Maintenance Security forms are provided in Appendix 2.

Response: Leyco's Maintenance Security is provided in Attachment E.

Please contact us by electronic mail at weishuhnengineering@gmail.com with any other additional questions or comments.

Regards,


James W. Weishuhn, P.E.
Attachments



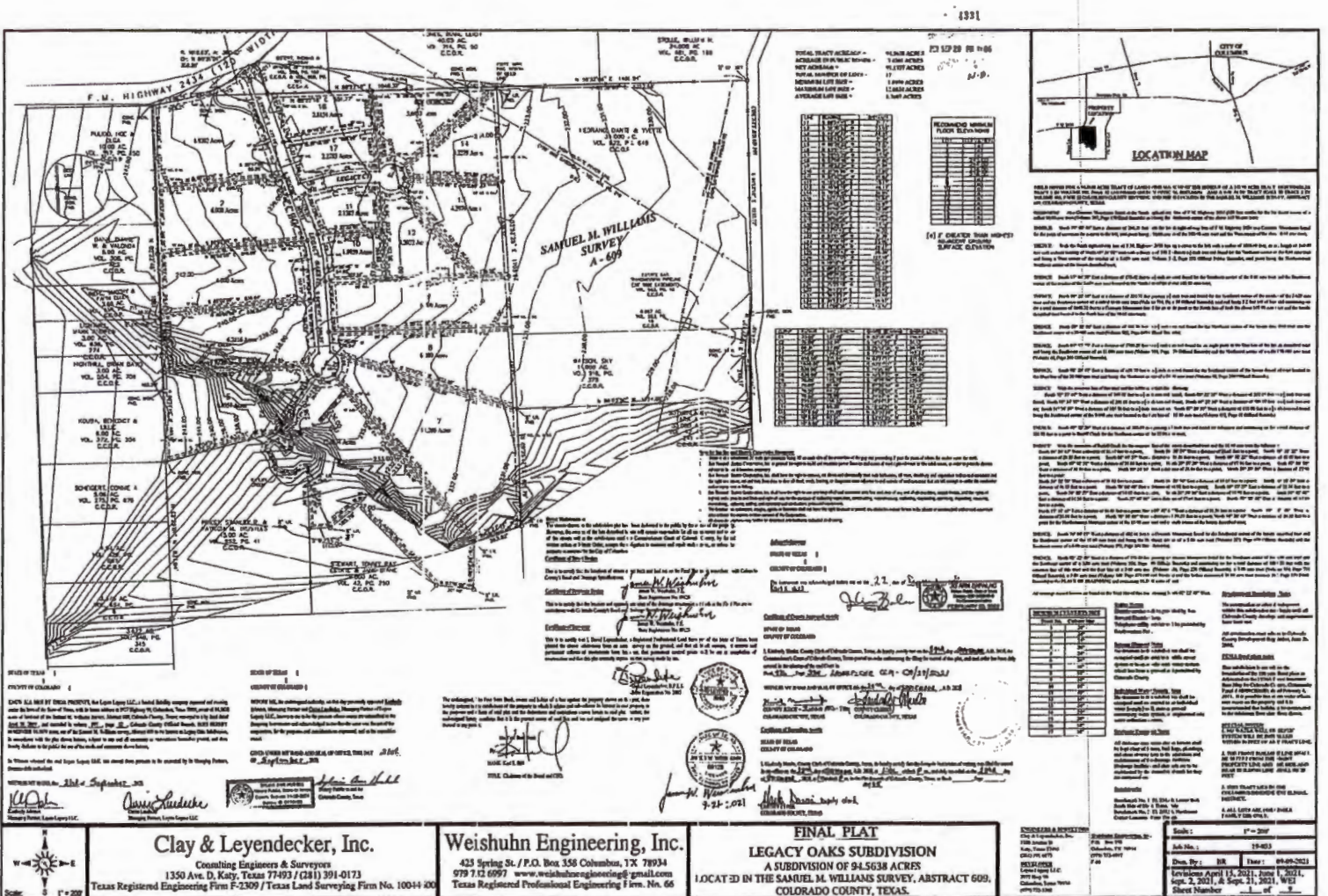
F-66

**MINUTES OF THE COLORADO COUNTY
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***ATTACHMENT A
SUBDIVISION RECORD PLAT***

MINUTES OF THE COLORADO COUNTY COMMISSIONER'S COURT REGULAR MEETING October 24, 2022



Clay & Leyendecker, Inc.
 Consulting Engineers & Surveyors
 1350 Ave. D, Katy, Texas 77493 / (281) 391-0173
 Texas Registered Engineering Firm F-2309 / Texas Land Surveying Firm No. 10044-00

Weishuhn Engineering, Inc.
 425 Spring St. / P.O. Box 358 Columbus, TX 78934
 979.712.6097 www.weishuhnengineering.com
 Texas Registered Professional Engineering Firm No. 66

FINAL PLAT
LEGACY OAKS SUBDIVISION
 A SUBDIVISION OF 84.5038 ACRES
 LOCATED IN THE SAMUEL M. WILLIAMS SURVEY, ABSTRACT 609,
 COLORADO COUNTY, TEXAS.

NECESSARY RECORDATION
 This plat must be recorded in the Public Records Office of Colorado County, Texas, in order to be effective.
 Date: 10/24/2022
 Book: 2022-10-24
 Page: 1 of 1

**MINUTES OF THE COLORADO COUNTY
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***ATTACHMENT B
COLORADO COUNTY DEVELOPMENT REGULATIONS EXCERPTS RELATED TO
MAINTENANCE***

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**SECTION 9
DRAINAGE AND FLOOD CONTROL**

- 9.1 **Stormwater Runoff.** Stormwater runoff from any development may not be released onto neighboring property or into any County drainage ditch, swale, easement, culvert or other facility or any such drainage facility associated with an existing road, whether public or private, at a rate greater than runoff from the property in an undeveloped condition.
- 9.2 **Conveyance of 100-Year Storm Frequency Flows.** Any drainage system shall be designed to convey all channelized or concentrated flows from a 100-year storm event within defined right-of-way or drainage easements, which shall not be narrower than twenty feet (20') in width.
- 9.3 **Completion of Drainage System Prior to Acceptance of Road Maintenance.** No streets will be accepted for maintenance by the County until all drainage structures, including culverts for all driveways constructed as of the acceptance date, have been both installed by the Applicant or occupant(s) of the Lot(s) and inspected and approved by the County.
- 9.4 **Maximum Headwater Elevation for Drainage Crossings.** All collector and arterial roads, culverts underneath streets, roads, and bridges shall be designed so that storm water runoff from the 25-year storm event crossing such street, road, or bridge shall not produce a headwater elevation at the roadway greater than six inches above the roadway crown elevation.
- 9.4.1 A permanent depth gauge shall be placed at all road crossings where the 100-year frequency flow or lesser frequency is anticipated to flow over the road surface. The Commissioners Court may require installation of gates or warning devices at all or some of such locations.
- This section (9.4) does not apply to residential driveway culverts.
- 9.5 **Maximum Headwater Elevation for Drainage Crossings for Neighborhood and Local Streets.** All roads and streets shall be designed and constructed to withstand the impact of water being impounded adjacent to and flowing over the road or street.
- 9.6 **Drainage Design Methodology.** Computations by a Texas Registered Professional Engineer to support all drainage designs shall be submitted to the Precinct Commissioner or Designated Agent for review. The methodologies shall be based upon commonly accepted engineering practices used within the area.
- 9.6.1 All computations of flood plains, culverts, channels, etc., shall be based on fully developed upstream conditions.

**MINUTES OF THE COLORADO COUNTY
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- 7.3.2 The Applicant has submitted a written request to the County. If the Applicant is no longer available, i.e. has ceased to transact any business or, in the case of an individual, has died, any person owning property with frontage or access onto the street may submit the written request;
- 7.3.3 The Colorado County Precinct Commissioner or Designated Agent has approved all required inspections and tests at the completion of each phase of construction of the street, including plasticity index, sub-base and base, tests for compacted density, depth of base and distribution of asphalt (it is the responsibility of the Applicant to coordinate all inspections and laboratory tests with the Colorado County Precinct Commissioner or Designated Agent and not to proceed with construction until proper inspections and tests have been obtained). Any laboratory tests and test holes shall be at the expense of the Applicant. In no event will any base be placed on the street until the Precinct Commissioner or Designated Agent has approved the subgrade;
- 7.3.4 The Colorado County Precinct Commissioner or Designated Agent has inspected the street no earlier than thirty (30) days prior to the acceptance for maintenance by Commissioners Court and has submitted to the Commissioners Court an Inspection Report stating that:
- (a) the street, in its current condition and with no repairs, upgrades or improvements, appears to be in compliance with the Regulations and all other guidelines in effect at the time of the inspection;
 - (b) the requirements regarding construction of drainage structures and driveway drain pipes have been satisfied; and
 - (c) the Precinct Commissioner or Designated Agent recommends acceptance of the street by the Commissioners Court;
- 7.3.5 The Applicant has posted with the County Clerk a Maintenance Security in the form of cash, surety bond or irrevocable letter of credit to secure the proper maintenance of the roads prior to County acceptance thereof in an amount equal to 10% of the construction costs of the streets for a term of two (2) years following acceptance by the County. Before release of the Maintenance Security, the Precinct Commissioner or Designated Agent shall again inspect the roads or streets and the Applicant shall remedy all deficiencies prior to release of the Maintenance Security. If the deficiencies are not promptly remedied, the County shall make the repairs and draw on the Maintenance Security for payment. The County is not a Subdivision developer and, if it undertakes the performance of such construction through a third party contractor, the County is acting as a third party trustee for the public. Sample Maintenance Security forms are provided in Appendix 2.

**MINUTES OF THE COLORADO COUNTY
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**SECTION 7
ACCEPTANCE OF ROAD MAINTENANCE AND DEVELOPMENT PERMITS**

- 7.1 Applicant's Maintenance Responsibility.** The Applicant shall remain responsible for all maintenance and repair of streets within a Subdivision until the Commissioners Court, by formal written action or Minute Order, accepts the obligation to maintain and repair such roads. The decision of the Commissioners Court to approve a Record Plat or dedication of the right of way for a street shall not be deemed to constitute acceptance of the streets for maintenance.
- 7.2 Construction Security.** The Applicant shall continue to be responsible for all other requirements set forth in Section 7.1 above.
- 7.2.1** At the time of filing the final plat, the applicant shall post a Construction Security in the form of cash, surety bond or irrevocable letter of credit in an amount equal to 100% of the estimated construction costs of the streets, roads and drainage requirements. The Commissioners Court must individually approve each application to post such Construction Security and the Construction Security shall remain in effect until the streets and roads and all associated drainage improvements have been accepted by the County for maintenance pursuant to Section 7.1 above. Sample Construction Security forms are provided in Appendix 2. The Construction Security shall be filed with the County Clerk.
- 7.2.2** Before release of the Construction Security, the Precinct Commissioner or Designated Agent shall inspect the roads and the Applicant shall remedy all deficiencies. If the deficiencies are not properly remedied, the County shall draw on the security to make the necessary repairs.
- 7.2.3** Collection on security and the prosecution of construction to complete the improvements to the extent possible with resulting funds is not acceptance of the improvements for maintenance. The County is not a Subdivision developer and, if it undertakes the performance of such construction through a third party contractor, the County is acting as a third party trustee for the public and the contractor shall be liable for all costs incurred by the county in excess of the surety amount, if any.
- 7.3 County Acceptance of Maintenance.** The County shall accept a road or street for maintenance when the following conditions have been satisfied:
- 7.3.1** The street, drainage structures, and right of way has been constructed or completed in accordance with these Regulations and the County Road and Drainage Specifications, the Record Plat for the road or street has been recorded and the associated right of way has been dedicated to the public pursuant to these Regulations;

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***ATTACHMENT C
GEOTECHNICAL TESTING REPORTS***

**MINUTES OF THE COLORADO COUNTY
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TSI LABORATORIES, INC.
TBPE Firm Registration No: F-9236
1810 SOUTH LAURENT
VICTORIA, TEXAS
(361) 578-6933



GENERAL REPORT

**PROJECT: Legacy Oaks Subdivision-Roads
Colorado County, TX**

**FILE NO.: V-211398
LAB REPORT NO.: L-005
SAMPLE DATE: 7/27/22
REPORT DATE: 8/1/22
SAMPLED BY: C. Watson
SAMPLE NO:**

**CLIENT: Weishuhn Engineering
425 Spring Street, Suite 102
Columbus, TX 78934**

CONTRACTOR:

TSI technician, Chris Watson, arrived on site to obtain several asphalt cores on Legacy Court.

<u>Location</u>	<u>Thickness</u>
Cul-de-sac on Legacy Court 29.682800, -96.590208	1"
Intersection of Legacy Ln/Legacy Ct 29.682670, -96.591895	1"
Cul-de-sac at end of Legacy Lane 29.680192, -96.591413	1"

REMARKS:


Pete Arzaldua
Project Manager

**MINUTES OF THE COLORADO COUNTY
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T.S.I. LABORATORIES, INC.

TBPE Firm Registration No: F-9236
1810 SOUTH LAURENT
VICTORIA, TEXAS 77901
PHONE (361) 578-6933



FIELD COMPACTION TEST REPORT

Project: Legacy Oaks Subdivision-Roads
Colorado County, TX

File No.: V-211398
Lab Report No.: L-002
Testing Date: 11/16/21
Report Date: 11/16/21

Client: Welshuhn Engineering
425 Spring Street, Suite 102
Columbus, TX 78934

Contractor: KDR Construction

<u>Material Information</u>		<u>Lab Test Data</u>			<u>Project Spec.</u>			
<u>Proctor ID</u>	<u>Classification and Description</u>	<u>Test Procedure</u>	<u>Max. Dry Unit Wt.</u>	<u>Optimum Moisture</u>	<u>Moisture Range (%)</u>	<u>Compaction (%)</u>		
S21-362	Lime Stabilized Subgrade Composite	D698	100.3	19.9	±2	95%		
<u>Tested by:</u> R. Cantu		<u>Gauge No.:</u> 6	<u>Std. Cnt. M:</u> 729	<u>Std Cnt. D:</u> 2809				
<u>Test No.</u>	<u>Test Location</u>	<u>Elevation</u>	<u>Probe Depth (in)</u>	<u>Proctor ID</u>	<u>Percent Moisture</u>	<u>Unit Weight (pcf)</u>	<u>Percent Compaction</u>	<u>Meets Project Specs Pass/Fail</u>
Legacy Lane								
1	Approx. 100' S from N end of street	Final	6"	S21-362	19.2	102.5	102.2%	PASS
2	Approx. 250' S from N end of street	Final	6"	S21-362	19.8	102.1	101.8%	PASS
3	Approx. 400' S from N end of street	Final	6"	S21-362	20.5	102.4	102.1%	PASS
4	Approx. 600' S from N end of street	Final	6"	S21-362	19.4	102.5	102.2%	PASS
5	Approx. 800' S from N end of street	Final	6"	S21-362	18.6	101.7	101.4%	PASS
6	Approx. 1000' S from N end of street	Final	6"	S21-362	19.0	102.4	102.1%	PASS
7	Center of cul-de-sac @ S end of street	Final	6"	S21-362	18.4	101.9	101.6%	PASS
Legacy Court								
8	Approx. 60' E from intersection w/Legacy Ln	Final	6"	S21-362	18.3	102.1	101.8%	PASS
9	Approx. 150' E from intersection w/Legacy Ln	Final	6"	S21-362	18.7	101.7	101.4%	PASS
10	E end of cul-de-sac on Legacy Court	Final	6"	S21-362	20.0	100.8	100.5%	PASS

Tested in accordance with ASTM D6938-08a

Informed: Kevin with KDR Construction of field test results.
REMARKS: Tests meet project specifications.

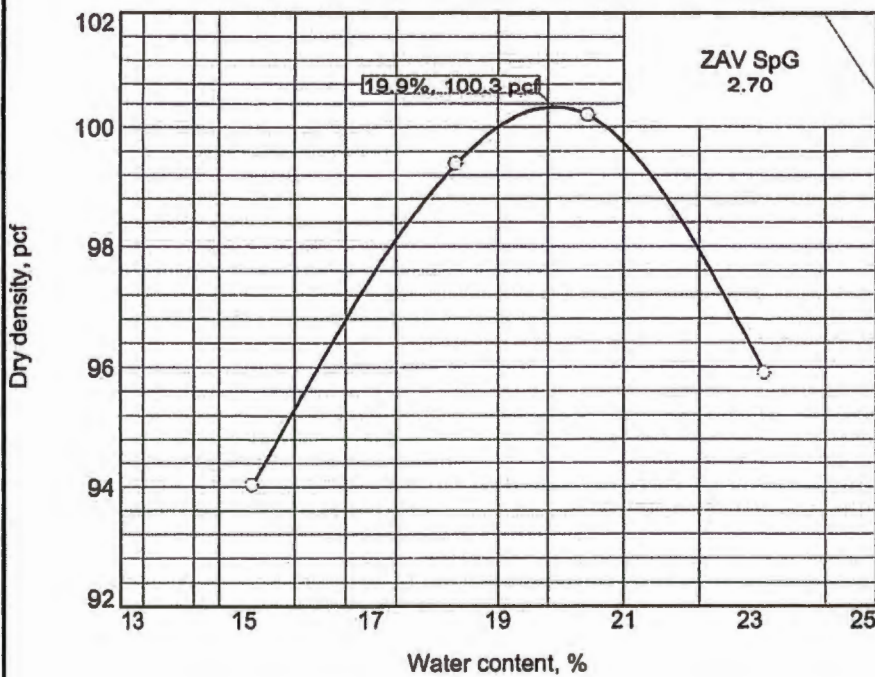
Pete Arzaidua
Pete Arzaidua
Project Manager

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

October 24, 2022

MOISTURE-DENSITY TEST REPORT

**Curve No.
S21-362**



Test Specification:
ASTM D 698-12 Method A Standard

Preparation Method Dry
 Hammer Wt. 5.5 lb.
 Hammer Drop 12 in.
 Number of Layers three
 Blows per Layer 25
 Mold Size 0.03333 cu. ft.
 Test Performed on Material
 Passing #4 Sieve
 NM LL 31 PI 14
 Sp.G. (ASTM D 854) 2.70
 %>#4 %<No.200
 USCS AASHTO
 Date Sampled 11/9/2021
 Date Tested 11/10/2021
 Tested By PJ & PB

TESTING DATA

	1	2	3	4	5	6
WM + WS	8.04	8.36	8.46	8.37		
WM	4.43	4.43	4.43	4.43		
WW + T #1	776.5	774.7	788.6	815.8		
WD + T #1	731.6	722.7	728.8	744.7		
TARE #1	435.0	439.2	436.2	438.7		
WW + T #2						
WD + T #2						
TARE #2						
MOISTURE	15.1	18.3	20.4	23.2		
DRY DENSITY	94.0	99.4	100.2	95.9		

TEST RESULTS

Maximum dry density = 100.3 pcf
 Optimum moisture = 19.9 %

Project No. V-211399 Client: Weishuhn Engineering, INC.
 Project: Legacy Oaks Subdivision-Roads
 Colorado County, TX
 Depth: subgrade Sample Number: S21-362

Material Description

Lime Stabilized Subgrade Composite

Remarks:
 Sampled and received by TSI.

Checked by: Daniel Tesfai
 Title: PE



T.S.I. LABORATORIES, INC.
 TBPE Firm Registration No. F-9236
 Victoria, TX

Tsilabvictoria@gmail.com
 361-578-6933 Office
 361-578-2601 Fax

Lab Report No. L-001

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

October 24, 2022

T.S.I. LABORATORIES, INC.

TBPE Firm Registration No: F-9236
1810 SOUTH LAURENT
VICTORIA, TEXAS 77901
PHONE (361) 578-6933



FIELD COMPACTION TEST REPORT

Project: Legacy Oaks Subdivision-Roads
Colorado County, TX

Client: Welshuhn Engineering
425 Spring Street, Suite 102
Columbus, TX 78934

File No.: V-211398
Lab Report No.: L-004
Testing Date: 11/24/21
Report Date: 11/29/21

Contractor: KDR Construction

Material Information

Proctor ID Classification and Description
S21-380 Crushed Limestone Base

Lab Test Data

Test Procedure	Max. Dry Unit Wt.	Optimum Moisture
D1557	143.5	4.3

Project Spec.

Moisture (%)	Compaction (%)
±2	95%

Tested by: J. Goodwin

Gauge No.: 3 Std. Cnt. M: 667 Std Cnt. D: 2307

Test No.	Test Location	Elevation	Probe Depth (in)	Proctor ID	Percent Moisture	Unit Weight (pcf)	Percent Compaction	Meets Project Specs Pass/Fail	Base Thickness (in)
1	Legacy Oaks Lane, Sta. 1+00	Final	6"	S21-380	3.3	141.2	98.4%	PASS	10"
2	Legacy Oaks Lane, Sta. 4+50	Final	6"	S21-380	5.1	143.1	99.7%	PASS	9½"
3	Legacy Oaks Ct, Sta. 1+50	Final	6"	S21-380	4.8	140.9	98.2%	PASS	9½"
4	End of Legacy Oaks Ct.	Final	6"	S21-380	5.7	136.7	95.3%	PASS	10½"
5	Legacy Oaks Lane, Sta. 7+25	Final	6"	S21-380	5.1	146.5	102.1%	PASS	11½"
6	Legacy Oaks Lane, Sta. 10+50	Final	6"	S21-380	4.9	139.4	97.1%	PASS	9½"
7	Legacy Oaks Lane, Sta. 14+00	Final	6"	S21-380	4.1	137.5	95.8%	PASS	10"
8	Legacy Oaks Lane, Sta. 19+00	Final	6"	S21-380	2.9	140.2	97.7%	PASS	10½"
9	Legacy Oaks Lane, Sta. 23+50	Final	6"	S21-380	3.7	145.7	101.5%	PASS	11"
10	Legacy Oaks Lane, Sta. 26+50	Final	6"	S21-380	6.1	139.1	96.9%	PASS	11"
11	Legacy Oaks Lane, Sta. 31+75	Final	6"	S21-380	5.8	138.7	96.7%	PASS	10½"

Tested in accordance with ASTM D6938-08a

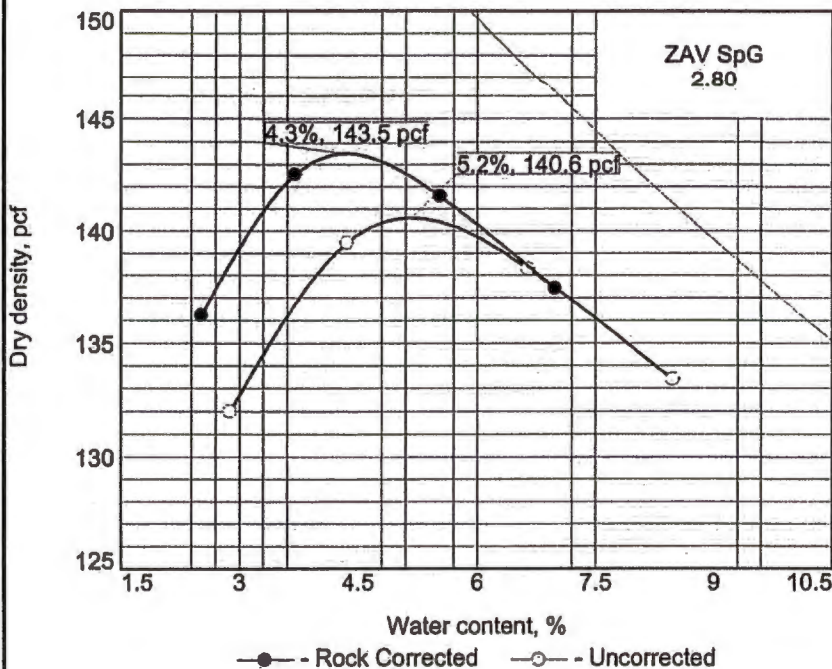
Informed: Kevin with KDR Construction of field test results.
REMARKS: Tests meet project specifications.

Pete Anzaldúa
Pete Anzaldúa
Project Manager

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
October 24, 2022**

MOISTURE-DENSITY TEST REPORT

Curve No. S21-380



Preparation Method		Dry	
Rammer: Wt.	10 lb.	Drop	18 in.
Type		Automatic	
Layers: No.	five	Blows per	56
Mold Size		0.075 cu. ft.	
Test Performed on Material			
Passing		3/4 in.	Sieve
% > 3/4 in.		20.2	% < No. 200
Atterberg (D 4318): LL		18	PI 6
NM (D 2216)		Sp.G. (D 854) 2.80	
USCS (D 2487)			
AASHTO (M 145)			
Date: Sampled	11/16/2021		
Received	11/16/2021		
Tested	11/23/2021		
Tested By	PJ & KY		

**COMPACTION TESTING DATA
ASTM D 1557-12 Method C Modified
ASTM D4718-15 Oversize Corr. Applied to Each Test Point**

	1	2	3	4	5	6
WM + WS	16.18	16.91	17.06	16.85		
WM	6.00	6.00	6.00	6.00		
WW + T #1	943.2	1004.7	967.5	1017.7		
WD + T #1	928.9	981.0	934.4	972.1		
TARE #1	433.4	437.5	436.9	434.9		
WW + T #2						
WD + T #2						
TARE #2						
MOIST.	2.5	3.7	5.5	7.0		
DRY DENS.	136.2	142.5	141.5	137.4		

**SIEVE TEST RESULTS
Tex 110E**

Opening Size	% Passing	Specs.
2.50	100.0	100.0
1.75	100.0	90.0 - 100.0
7/8"	86.0	65.0 - 90.0
3/4"	79.8	
3/8"	56.5	35.0 - 70.0
#4	42.7	25.0 - 55.0
#40	23.0	10.0 - 35.0

ROCK CORRECTED TEST RESULTS

UNCORRECTED

Material Description

Maximum dry density = 143.5 pcf 140.6 pcf
Optimum moisture = 4.3 % 5.2 %

Crushed Limestone Base

Project No. V-211399 **Client:** Weishuhn Engineering, INC.
Project: Legacy Oaks Subdivision-Roads
Colorado County, TX

Remarks:
Sampled and received by TSI. Material meets
2014 TxDOT Item 247 Grade 1-2 for PI &
gradation.

○ **Sample Number:** S21-380

Checked by: Daniel Tesfai



T.S.I. LABORATORIES, INC.
TBPE Firm Registration No. F-9236
Victoria, TX

Tsilabvictoria@gmail.com
361-578-6933 Office
361-578-2601 Fax

Title: PE

Lab Report No. L-003

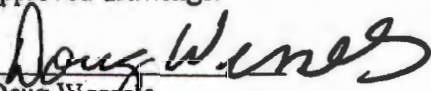
**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
October 24, 2022**

***ATTACHMENT D
COMMISSIONER'S STATEMENT***

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

October 24, 2022

I, Doug Wessels inspected the Legacy Oaks Subdivision drainage structures and roads on October 19, 2022. The inspection concludes that the work was done in general accordance with the Colorado County Regulations, Road and Drainage Specifications, the Record Plat and the approved drawings.


Doug Wessels
Precinct 1 Commissioner

10-19-22
(Date)

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
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***ATTACHMENT E
MAINTENANCE SURETY BOND***

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

October 24, 2022



Subdivision Bond
Faithful Performance

Bond No. CE12519500076

SUBDIVISION BOND

Whereas, COLORADO COUNTY, hereinafter designated as "Obligee"), and LEYCO LEGACY LLC (hereinafter designated as "the Principal") have entered into an Agreement whereby the Principal agrees to install and complete certain designated public improvements, which Agreement, dated MARCH 24TH, 2021, and identified as project LEGACY OAKS SUBDIVISION, COLUMBUS TX ASPHALT ROAD WORK, is hereby referred to and made a part hereof.

Whereas, Said Principal is required under the terms of said Agreement to furnish a bond for the faithful performance of said agreement.

Now, therefore, we, the Principal and Philadelphia Indemnity Insurance Company, as surety, are held and firmly bound unto Obligee, in the penal sum of THREE HUNDRED THIRTY TWO THOUSAND-SEVEN HUNDRED AND NO/100 dollars (\$332,700.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents. The condition of this obligation is such that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said Agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless Obligee, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by county (or city) in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

MINUTES OF THE COLORADO COUNTY
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October 24, 2022

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

NOW, THEREFORE, if the above-bounden Principal shall well and truly perform the work referred to in such Agreement, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the seal and signature of said Principal is hereto affixed and the corporate seal and the name of the said Surety is hereto affixed and attested by its duly authorized Attorney in Fact this 30th day of April, 2021

LEYCO LEGACY LLC
(Principal) (Seal)
By: Currie Luedicke

Philadelphia Indemnity Insurance Company
(Surety) (Seal)
By: Taylor Owen
TAYLOR OWEN, Attorney-In-Fact

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
October 24, 2022**



Subdivision Bond
Labor & Material

Bond No. CE12519500076

SUBDIVISION BOND

Whereas, COLORADO COUNTY, (hereinafter designated as "Obligee"), and LEYCO LEGACY LLC (hereinafter designated as "the Principal") have entered into an Agreement whereby the Principal agrees to install and complete certain designated public improvements, which Agreement, dated MARCH 24TH, 2021, and identified as project LEGACY OAKS SUBDIVISION, COLUMBUS TX ASPHALT ROAD WORK, is hereby referred to and made a part hereof.

Whereas, Under the terms of the Agreement, the Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with Obligee to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

Now, therefore, the Principal and the Philadelphia Indemnity Insurance Company as corporate surety, are held firmly bound unto Obligee and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the agreement and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the sum of THREE HUNDRED THIRTY TWO THOUSAND-SEVEN HUNDRED AND NO/100 dollars (\$332,700.00), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by county (or city) in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

October 24, 2022

9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition. In witness whereof, this instrument has been duly executed by the Principal and surety above named, on APRIL 30TH, 2021.

SIGNED, SEALED, DATED: APRIL 30TH, 2021.

LEYCO LEGACY LLC
(Principal) (Seal)
By: Curri Luedicke

Philadelphia Indemnity Insurance Company
(Surety) (Seal)
By: Taylor Owen
TAYLER OWEN, Attorney-In-Fact

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

October 24, 2022



PHILADELPHIA
INSURANCE COMPANIES

A Member of the Tokio Marine Group

MAINTENANCE BOND

Bond Number: CE12519500076

KNOW ALL MEN BY THESE PRESENTS:

THAT, LEYCO LEGACY LLC as Principal and Philadelphia Indemnity Insurance Company a Corporation duly, authorized to transact general surety business in the State of Pennsylvania as Surety, are held and firmly bound unto COLORADO COUNTY for the sum of THREE HUNDRED THIRTY TWO THOUSAND-SEVEN HUNDRED AND NO/100 Dollars (\$ 332,700.00), lawful money of the United States, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the Principal entered into a written contract dated MARCH 24, 2021 with the Obligees for LEGACY OAKS SUBDIVISION, COLUMBUS TEXAS ASPHALT ROAD WORK and; WHEREAS, the said Principal is required to post a bond to protect the said Obligees against the result of faulty material or workmanship for a period of two years from and after the date of acceptance of said work;

NOW, THEREFORE, if the said Principal shall for a period of two years from and after the date of acceptance of said work, replace any and all defects arising in said work; whether resulting from defective materials or defective workmanship, then the above obligation to be void; otherwise, to remain in full force and effect.

SIGNED, SEALED AND DATED this 30TH day of APRIL, 2021.

LEYCO LEGACY LLC

Principal

By: Currie Luedicke

PHILADELPHIA INDEMNITY INSURANCE COMPANY

Surety

By: Taylor Owen

TAYLOR OWEN

Attorney-in-Fact

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

October 24, 2022

Bond No. CE12519500076

19

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Michael N. Rudberg, Tayler Owen, Jill Allen Schirru and/or Massimo Schirru, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$25,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

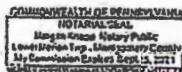
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27TH DAY OF OCTOBER, 2017.



(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public: Morgan Knapp

residing at: Bala Cynwyd, PA

My commission expires: September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 30TH day of APRIL, 2021.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

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

October 24, 2022

- ___5. Final Plat of Wild Wing Preserve, a subdivision consisting of 942.98 acres, located in Precinct No. 1. (Wessels)

Commissioner Wessels stated that Wild Wing Preserve will remain a private subdivision and that the county will not accept the roads.

Motion by Commissioner Wessels to approve a Final Plat of Wild Wing Preserve, a subdivision consisting of 942.98 acres, located in Precinct No. 1; seconded by Commissioner Gertson; 4 ayes 0 nays; motion carried; it was so ordered.

(See Attachment)

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

October 24, 2022

**SUBDIVISION APPLICATION
for Colorado County, Texas**

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

PROPOSED NAME OF SUBDIVISION: WILD WING PRESERVE

PRECINCT IN WHICH THE SUBDIVISION LIES: PRECINCT 1
PRECINCT COMMISSIONER: DOUG WESSELS

NAME OF PROPERTY OWNER: LSLP COLORADO CO., LLC.
Address: 665 SIMONDS ROAD WILLIAMSTOWN, MASSACHUSETTS
Telephone No: 832-657-7227

NAME OF APPLICANT: PRICE KEEVER
Company: LONE STAR LAND PARTNERS
Address: 705 N HWY 281 SUITE 202 MARBLE FALLS, TX. 78654
Telephone No: 832-657-4200

DATE PLAT FILED: _____

TOTAL ACREAGE OF DEVELOPMENT: 942.98 AC (PHASE ONE)
INTENDED USE OF LOTS:
Residential: X Commercial/Industrial: _____
TOTAL NUMBER OF LOTS: 131

FRONTAGE ON EXISTING ROAD:
COUNTY ROAD: 100
STATE ROAD: US HWY ALTERNATE 90
OTHER ROAD: _____

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

SCHOOL DISTRICT(S): COLUMBUS ISD

NEW ROADS IN DEVELOPMENT:
PUBLIC ROADS: _____

PRIVATE ROADS: PINTAIL LANE, SHOREBIRD LANE AND GADWALL LANE

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

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

FINAL PLAT WITH STREETS OR DRAINAGE IMPROVEMENTS ONLY
FISCAL SECURITY TYPE: PERFORMANCE BOND
FISCAL SECURITY EXPIRATION DATE (if applicable): 9/13/2025

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**

October 24, 2022

**Final Plat Checklist
Colorado County, Texas**

SUBDIVISION NAME: WILD WING PRESERVE

APPLICATION MATERIALS:

- | | | |
|---|--|---|
| Three (3) blue line copies of plat | <input checked="" type="checkbox"/> | |
| Two (2) mylar copies of plat | <input checked="" type="checkbox"/> | |
| Electronic copy of plat on compact disk
(copy must be in TIFF format with a minimum resolution of 300 dpi) | <input checked="" type="checkbox"/> | THUMB DRIVE INCLUDED |
| Tax certificate(s) | <input checked="" type="checkbox"/> | |
| Letter from 911 Addressing Department
(Approving road names) | <input checked="" type="checkbox"/> | |
| Completed subdivision application | <input checked="" type="checkbox"/> | |
| Utility Checklist | <input checked="" type="checkbox"/> | |
| Construction fiscal surety | <input checked="" type="checkbox"/> | |
| Utility Availability Letters | <input type="checkbox"/> | |
| Water | <input type="checkbox"/> | WATER AND WASEWATER WILL BE PRIVATE WELL
AND SEPTIC. |
| Wastewater | <input type="checkbox"/> | |
| Electric | <input checked="" type="checkbox"/> | |
| Water | <input type="checkbox"/> | |
| Construction plans for streets/drainage
with engineer's seal and signature | <input checked="" type="checkbox"/>
<input checked="" type="checkbox"/> | |

GENERAL INFORMATION:

Comments:

- | | | |
|-----------------------------|-------------------------------------|-------|
| Bearings & dimensions | <input checked="" type="checkbox"/> | _____ |
| Monumentation description | <input checked="" type="checkbox"/> | _____ |
| Location to original survey | <input checked="" type="checkbox"/> | _____ |
| Lot & block numbers | <input checked="" type="checkbox"/> | _____ |
| Acreage of all lots | <input checked="" type="checkbox"/> | _____ |

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
October 24, 2022**

FLOODPLAIN & DRAINAGE INFORMATION:

- | | | |
|---|-------------------------------------|-------|
| 100-year benchmarks & finished floor elevations | <input checked="" type="checkbox"/> | _____ |
| 100-year monument lat/long | <input checked="" type="checkbox"/> | _____ |
| Elevation contours (1'/NGVD '83) | <input checked="" type="checkbox"/> | _____ |
| FEMA flood hazard areas | <input checked="" type="checkbox"/> | _____ |
| Additional 100-year flood contours | <input checked="" type="checkbox"/> | _____ |
| Drainage plan | <input checked="" type="checkbox"/> | _____ |
| Location & size of drainage structures | <input checked="" type="checkbox"/> | _____ |

STREETS & RIGHT OF WAY INFORMATION:

- | | | |
|---|-------------------------------------|---|
| Length, type of streets | <input checked="" type="checkbox"/> | _____ |
| Total area of ROW dedicated to public | <input checked="" type="checkbox"/> | _____ |
| Homeowners road maintenance agreement | <input checked="" type="checkbox"/> | INCLUDED IN SUBDIVISION DECLARATIONS
_____ |
| Minimum driveway culvert size | <input checked="" type="checkbox"/> | _____ |
| Location of depth gauges (100-year flood) | <input checked="" type="checkbox"/> | _____ |
| # of feet road frontage on each lot | <input checked="" type="checkbox"/> | _____ |

WATER, WASTEWATER, UTILITIES INFORMATION:

- | | | |
|---|--------------------------|---|
| Viable percolation area | <input type="checkbox"/> | _____ |
| Water supply warning statement | <input type="checkbox"/> | _____ |
| Wastewater permit statement | <input type="checkbox"/> | ALL LOTS WITHIN SUBDIVISION ARE 1.01 AC PLUS
_____ |
| On-site sewage facility planning report | <input type="checkbox"/> | _____ |

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
October 24, 2022**

Viabie percolation area

OTHER PLAT NOTES:

Development permit statement

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

October 24, 2022

APPENDIX 2

**STANDARD FORMS
for Construction Security and Maintenance Security
Colorado County, Texas**

Surety Bond: 0814621

PRINCIPAL: LSLP Colorado Co., LLC

SURETY: Harco National Insurance Company _____,
with an A. M. Best Company, rating of "A" or greater
and authorized to write bonds in the state of Texas

BENEFICIARY: Colorado County, Texas

SUBDIVISION: LSLP Colorado Co., LLC, Wild Wing Preserve Phase 1

SUM: One Million Eight Hundred Seventy Six Thousand Six Hundred Seventy Three and 00/100 Dollars
(\$1,876,673.00)

DATE: 9/13/2022

EXPIRATION DATE: 9/13/2025

The PRINCIPAL and SURETY, a Corporation with an A.M. Best Company rating of "A" or greater and authorized to write bonds in the State of Texas, are jointly and severally held and bound unto the BENEFICIARY in the above-stated sum in U.S. currency, an [and] amount fixed by the BENEFICIARY pursuant to Chapter 232 of the Texas Local Government Code.

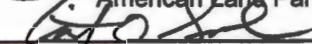
This Bond is conditioned on the faithful performance of the duties of the PRINCIPAL prior to the Expiration Date to provide for the construction and completion of the street and drainage Improvements in the SUBDIVISION to current Colorado County Road and Drainage Standards and Specifications so that the Improvements are performing to the Standards upon the approval of the construction of the Improvements.

Partial reductions in the Sum of this Bond may be allowed. Multiple recoveries less than the total amount of the Bond are allowed. If this Bond is unenforceable as a statutory Bond, the PRINCIPAL and SURETY shall be bound by this contract as a common law obligation.

In lieu of drawing on the BOND, BENEFICIARY, in its sole discretion, may accept a Substitute Bond in the then current amount of the estimated cost of constructing the Improvements in the SUBDIVISION.

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
October 24, 2022

PRINCIPAL LSLP Colorado Co., LLC
By: American Land Partners,
LLC successor in Interest to
American Land Partners

BY: 
Authorized Representative
Timothy D. Smith, Treasurer

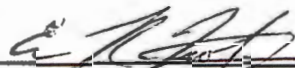
665 Simonds Road

Mailing Address

Williamstown, MA 01267

City, State, & Zip Code

SURETY Harco National Insurance Company

BY: 
Authorized Representative*
Eric R. Toothaker, Attorney-In-Fact

PO Box 10800

Mailing Address

Raleigh, NC 27609

City, State, & Zip Code

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

October 24, 2022

POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

Bond # 0814621

Principal LSP Colorado Co., LLC

Obligee Colorado County, Texas

KNOW ALL MEN BY THESE PRESENTS: That HARCO NATIONAL INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, and INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

Eric R. Toothaker

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of HARCO NATIONAL INSURANCE COMPANY at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY have each executed and attested these presents on this 31st day of December, 2021.



STATE OF NEW JERSEY
County of Essex

Kenneth Chapman

Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2021, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 13th day of September, 2022

Irene Martins, Assistant Secretary

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
October 24, 2022**



TAX CERTIFICATE

Issue Date : 9/8/2022 **Certificate Fee : \$40.00**

Customer : Inland Title of Texas, LLC
 Branch : Inland Title of Texas
 Closer : Inland Title of Texas
 GF # : 22-1821-CK
 Version : 1

Remit Certificate Fee To :
 CERTSIMPLE, INC
 P.O. Box 340787
 Austin, TX 78734
 (800) 806-3639
 taxcerts@certsimpleusa.com

Buyer(s) :
 Address : 0, TX

Owner(s) / Seller(s) : Lone Star Land Partners,
 LLC
 Account # : 25510, 25503, 31463

Total Taxes Summary for CAD Account(s): 25503, 25510, 31463					
Collector	Tax Year	Base Tax	Base Due	Due By 9/30/2022	Due By 10/31/2022
Colorado CAD	2021	\$3,788.10	\$0.00	\$0.00	\$0.00
P.O. Box 10	Collector Total :	\$3,788.10	\$0.00	\$0.00	\$0.00
Columbus, TX 78934 (979) 932-8222					
Total Taxes :		\$3,788.10	\$0.00	\$0.00	\$0.00

IMPORTANT CERTIFICATE COMMENTS

Per request, legal description ordered as:
 1,774.466 acres of land, more or less, being comprised of the following tracts on Exhibit A

The 1,774.466 acre tract ordered will need to be split out of the Properties, ID#s 25503, 25510, & 31463, being reported per survey provided and county GIS maps

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

October 24, 2022



TAX CERTIFICATE

Page 2 of 7

Parcel 1 of 3	
Geographic ID	: 2010501700000
Property ID	: 25503
Situs Address	: 0
	: TX
Assessed Owner(s)	: LSLP COLORADO CO LLC (100%)
Mailing Address(es)	: 665 SIMONDS RD WILLIAMSTOWN, MA 01267
Deed Reference	:
Subdivision	: A105
Acreage	: 11.83

Assessment Data		
	2021 Values	2022 Values
Land	: \$153,800	\$153,800
Improvement	: \$0	\$0
Agricultural	: \$1,130	\$1,210
Appraised	: \$1,130	\$1,210
10% Cap	: \$0	\$0
Assessed	: \$1,130	\$1,210
Est Taxes w/o	: \$2,378	\$2,378
Exemptions		
Exemptions	: Agricultural Use	Agricultural Use

Legal Description
A-105 M BATON & A-757 J W TINKLER 11.830 AC

IMPORTANT PROPERTY COMMENTS
Property is currently being assessed as Vacant Land - Please Verify No improved structures are situated on the land.

This property currently holds a 1-D-1 Agricultural Exemption. Any changes, such as a change in ownership, change in use, land development, etc... may result in a request for reapplication by the Appraisal District and/or may initiate agricultural rollback taxes being issued based on a 3 year value history.

Tax Bill Summary					
Collector	Tax Year	Base Tax	Base Due	Due By 9/30/2022	Due By 10/31/2022
Colorado CAD	2021	\$17.46	\$0.00	\$0.00	\$0.00
P.O. Box 10	Collector Total :	\$17.46	\$0.00	\$0.00	\$0.00
Columbus, TX 78934					
(979) 932-8222					
	Total Taxes :	\$17.46	\$0.00	\$0.00	\$0.00

This Section is for Information Purposes Only - Tax Bill Payment Status is Not reflected Below

Taxing Jurisdictions - Total Tax Rate: 1.54584900						
Collector	Taxing Jurisdiction	Rate Year	Tax Rate	Est Taxes	Bill Year	Base Amount
Colorado CAD	Colorado Co GCD	2021	0.00875000	\$13	2021	\$0.10
Colorado CAD	Colorado County	2021	0.49959900	\$768	2021	\$5.64
Colorado CAD	COLUMBUS ISD	2021	1.03750000	\$1,596	2021	\$11.72

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
October 24, 2022**



TAX CERTIFICATE

Parcel 2 of 3	
Geographic ID	: 2010502200000
Property ID	: 25510
Situs Address	: 0
	: TX
Assessed Owner(s)	: LSLP COLORADO CO LLC (100%)
Mailing Address(es)	: 665 SIMONDS RD WILLIAMSTOWN, MA 01267
Deed Reference	:
Subdivision	: A105
Acreage	: 914.331

Assessment Data		
	2021 Values	2022 Values
Land	: \$5,735,530	\$8,228,980
Improvement	: \$2,410	\$2,980
Agricultural	: \$111,200	\$119,560
Appraised	: \$119,860	\$131,540
10% Cap	: \$0	\$0
Assessed	: \$119,860	\$131,540
Est Taxes w/o	: \$88,700	\$127,254
Exemptions		
Exemptions	: Agricultural Use	Agricultural Use

Legal Description
A-105 BATON,A-426&427 MAYES,A- 757 TINKLER,A-348 HUTCHINS,A-752 TOWNSEND&A-617 W MFG 914.331 AC

IMPORTANT PROPERTY COMMENTS
This property currently holds a 1-D-1 Agricultural Exemption. Any changes, such as a change in ownership, change in use, land development, etc... may result in a request for reapplication by the Appraisal District and/or may initiate agricultural rollback taxes being issued based on a 3 year value history.

Tax Bill Summary					
Collector	Tax Year	Base Tax	Base Due	Due By 9/30/2022	Due By 10/31/2022
Colorado CAD	2021	\$1,852.86	\$0.00	\$0.00	\$0.00
P.O. Box 10	Collector Total :	\$1,852.86	\$0.00	\$0.00	\$0.00
Columbus, TX 78934					
(979) 932-8222					
	Total Taxes :	\$1,852.86	\$0.00	\$0.00	\$0.00

This Section is for Information Purposes Only - Tax Bill Payment Status is Not reflected Below

Taxing Jurisdictions - Total Tax Rate: 1.54584900						
Collector	Taxing Jurisdiction	Rate Year	Tax Rate	Est Taxes	Bill Year	Base Amount
Colorado CAD	Colorado Co GCD	2021	0.00875000	\$720	2021	\$598.82
Colorado CAD	Colorado County	2021	0.49959900	\$41,127	2021	\$10.49
Colorado CAD	COLUMBUS ISD	2021	1.03750000	\$85,407	2021	\$1,243.55

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

October 24, 2022



TAX CERTIFICATE

Page 4 of 7

Parcel 3 of 3	
Geographic ID	: 2061900200000
Property ID	: 31463
Situs Address	: 0
	: TX
Assessed Owner(s)	: LSLP COLORADO CO LLC (100%)
Mailing Address(es)	: 665 SIMONDS RD WILLIAMSTOWN, MA 01267
Deed Reference	:
Subdivision	: A619
Acreage	: 849.117

Assessment Data		
	2021 Values	2022 Values
Land	: \$1,910,520	\$7,642,050
Improvement	: \$41,460	\$41,460
Agricultural	: \$81,470	\$86,560
Appraised	: \$124,060	\$132,520
10% Cap	: \$0	\$0
Assessed	: \$124,060	\$132,520
Est Taxes w/o Exemptions	: \$30,175	\$118,775
Exemptions	: Agricultural Use	Agricultural Use

Legal Description
A-619,611 & 617 WACO MFG, A-750 TOWNSEND & A-740 HESTER 849.117 AC & '92 FLEETWOOD M/H 28X60

IMPORTANT PROPERTY COMMENTS
 This property currently holds a 1-D-1 Agricultural Exemption. Any changes, such as a change in ownership, change in use, land development, etc... may result in a request for reapplication by the Appraisal District and/or may initiate agricultural rollback taxes being issued based on a 3 year value history.

Tax Bill Summary					
Collector	Tax Year	Base Tax	Base Due	Due By 9/30/2022	Due By 10/31/2022
Colorado CAD	2021	\$1,917.78	\$0.00	\$0.00	\$0.00
P.O. Box 10	Collector Total :	\$1,917.78	\$0.00	\$0.00	\$0.00
Columbus, TX 78934					
(979) 932-8222					
	Total Taxes :	\$1,917.78	\$0.00	\$0.00	\$0.00

This Section is for information Purposes Only - Tax Bill Payment Status is Not reflected Below

Taxing Jurisdictions - Total Tax Rate: 1.54584900						
Collector	Taxing Jurisdiction	Rate Year	Tax Rate	Est Taxes	Bill Year	Base Amount
Colorado CAD	Colorado Co GCD	2021	0.00875000	\$672	2021	\$10.86
Colorado CAD	Colorado County	2021	0.49959900	\$38,387	2021	\$619.80
Colorado CAD	COLUMBUS ISD	2021	1.03750000	\$79,716	2021	\$1,287.12

Tax Certificate Disclaimer:

All applicable ad valorem taxes on the above referenced property have been checked and are found to have the status provided except: Status does not cover any changes made to the tax records of the agencies listed after the "Order completed" date hereof. Does not include and is not a certification of any mineral taxes, personal property taxes(including mobile homes), or any other non-ad valorem taxes.
 In the event a parcel or tract of real property covered in a request had been previously re-subdivided, whereas previous tax account was assigned, and/or is to be split, creating a new tax account, and specific tax information is not readily available, The Property Tax Service shall only be required to, and claims limited to, furnish Appraisal and Tax Information for the parcel or tract as shown on the Current Records of the Appraisal and Taxing Authority.
 Proposed Values are strictly preliminary and may change. Proposed Values are obtained directly from the appraisal districts and are provided for informational purposes only. The Property Tax Services is not liable for any pro-rata shortage or overages based on these Proposed Values.

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
October 24, 2022**



PRELIMINARY HOA INFO ONLY

Page 5 of 7

HOA Certificate
HOA Completed: 9/8/2022

Property Address:	0, TX
Owner Name:	LSLP COLORADO CO LLC
Mailing Address:	665 SIMONDS RD WILLIAMSTOWN, MA 01267
Legal Description:	A-105 M BATON & A-757 J W TINKLER 11.830 AC
Tax Account Number:	
Parcel ID:	25503
Acreage:	11.83
Subcode:	A105

HOA:	Research Required
Date Verified:	
Collection Cycle:	

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

October 24, 2022



PRELIMINARY HOA INFO ONLY

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HOA Certificate

HOA Completed: 9/8/2022

Property Address:	0, TX
Owner Name:	LSLP COLORADO CO.LLC
Mailing Address:	665 SIMONDS RD WILLIAMSTOWN, MA 01267
Legal Description:	A-105 BATON,A-426&427 MAYES,A- 757 TINKLER,A-348 HUTCHINS,A-752 TOWNSEND&A-617 W MFG 914.331 AC
Tax Account Number:	
Parcel ID:	25510
Acreage:	914.331
Subcode:	A105

HOA:	Research Required
Date Verified:	
Collection Cycle:	

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
October 24, 2022**



PRELIMINARY HOA INFO ONLY

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HOA Certificate
HOA Completed: 9/8/2022

Property Address:	0, TX
Owner Name:	LSLP COLORADO CO LLC
Mailing Address:	665 SIMONDS RD WILLIAMSTOWN, MA 01267
Legal Description:	A-619,611 & 617 WACO MFG, A-750 TOWNSEND & A-740 HESTER 849.117 AC & '92 FLEETWOOD M/H 28X60
Tax Account Number:	
Parcel ID:	31463
Acreage:	849.117
Subcode:	A619

HOA:	Research Required
Date Verified:	
Collection Cycle:	

HOA Certificate Disclaimer:

HOA Assessments being reported are good for 30 days OR through the end of HOA Billing Cycle. Please Request an Update Prior to Closing. Please Review All Comments and Statements furnished on this Certificate. Research is conducted through various resources such as Deed Restrictions, online information, etc.. however, Information Not Readily Available to Certsimple, such as Sales Contract HOA addendums, may need to be forwarded to CertSimple for further review.

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

October 24, 2022

From: [Caleb Tello](#)
To: [Angelica Hardy](#)
Subject: RE: Wild Wing Preserve Subdivision
Date: Tuesday, July 12, 2022 11:42:34 AM

Good morning,

I am following up on this conversation by verifying that the following road names have been approved by Colorado County 9-1-1 Rural Addressing:

PINTAIL LN
SHOREBIRD LN
GADWALL LN

Thank you,

Caleb Tello

Floodplain Management/9-1-1 Rural Addressing Coordinator
Colorado County Permit Office
305 Radio Lane, Suite 110
Columbus, TX 78934
(979) 732-6380

From: Angelica Hardy <AHardy@lonestarlandpartners.com>
Sent: Tuesday, July 5, 2022 5:06 PM
To: Caleb Tello <caleb.tello@co.colorado.tx.us>; Angelica Hardy <AHardy@lonestarlandpartners.com>
Subject: Re: Wild Wing Preserve Subdivision

Yes sir

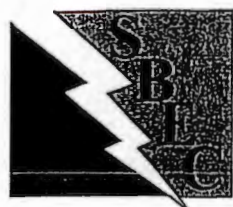
Sent from my Verizon, Samsung Galaxy smartphone
Get [Outlook for Android](#)

From: Caleb Tello <caleb.tello@co.colorado.tx.us>
Sent: Tuesday, July 5, 2022 4:30:59 PM
To: Angelica Hardy <AHardy@lonestarlandpartners.com>
Subject: RE: Wild Wing Preserve Subdivision

In Colorado County, we require private roads to have the "lane" extension type.

Instead of "Pintail Alley", "Shorebird Drive" and "Gadwall Court", they would be named, "Pintail Ln",

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
October 24, 2022**



San Bernard Electric Co-op

Your Touchstone Energy[®]
Cooperative 

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

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

December 1, 2021

Lonestar Land Partners

Dear: Mr. Jim Roberts,

We understand that you have requested electrical service for a 1775 acre project. San Bernard Electric Cooperative would be able to serve this location with single phase overhead power lines. San Bernard Electric Cooperative will provide electrical service to your property according to the rules, regulations, and tariffs that we operate under.

The cost associated with the construction of the powerlines will be the responsibility of the developer as an Aid-To-Construction fee to SBEC.

Should you decide to proceed with this project you will need to contact the Line Extension Department to schedule an appointment with our Distribution Line Design Technicians to meet with you on location to discuss the plans for the electrical service. Our Line Extension Department can be reached Monday thru Friday 8:00 AM to 5:00 PM at 800-364-3171.

Thank you for allowing us to be of service to you and we look forward to working with you in the near future.

Sincerely,

Ann Bolin
Line Extension Coordinator
979-413-7725
abolin@sbec.org

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
October 24, 2022**

**UTILITY CHECKLIST
for Colorado County, Texas**

This form must be filled out in its entirety and submitted with Subdivision Application, Final Survey Application, and Infrastructure Development Plan and Final Survey Application.

UTILITY CHECKLIST INSTRUCTIONS:

Applicant must take copy of plat to each utility for review and comment to ensure coordination for any and all easements required as a condition of utility service or tract access. Original signatures required.

ELECTRIC UTILITY: Company Name SAN BERNARD ELECTRIC CO-OP
Contact Name: ANN BOLIN Phone Number: 979-413-7725
Approved As-Is: X Easement(s) Required: _____
Describe Required Easement(s): _____

Signature: _____ Title: _____

TELEPHONE UTILITY: Company Name: _____
Contact Name: _____ Phone Number: _____
Approved As-Is: _____ Easement(s) Required: _____
Describe Required Easement(s): _____

Signature: _____ Title: _____

WATER UTILITY (If Applicable): Company Name: _____
Contact Name: _____ Phone Number: _____
Approved As-Is: _____ Easement(s) Required: _____
Describe Required Easement(s): _____

Signature: _____ Title: _____

SEWER UTILITY (If Applicable): Company Name: _____
Contact Name: _____ Phone Number: _____
Approved As-Is: _____ Easement(s) Required: _____
Define Required Easement(s): _____

Signature: _____ Title: _____

TEXAS DEPARTMENT OF TRANSPORTATION (If frontage on state-maintained roadway):
Contact Name: _____

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

October 24, 2022

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS,
EASEMENTS, CHARGES AND LIENS FOR
WILD WING PRESERVE SUBDIVISION**

STATE OF TEXAS	§	
	§	KNOWN ALL MEN BY THESE
COUNTY OF COLORADO	§	PRESENTS

This Declaration is made on the date hereinafter set forth by LSLP Colorado Co., LLC a Delaware Limited Liability Company, hereinafter referred to as "Developer" or "Declarant".

WITNESSETH:

WHEREAS, Developer is the owner of that certain tract of land located in Colorado County, Texas, containing _____ acres, said land being more fully described on the map and plat recorded under Clerks Instrument Number _____ of the Plat Records of Colorado County, Texas, hereinafter referred to as "Wild Wing Preserve Subdivision," "Property" or "Subdivision"; and

WHEREAS, it is the desire and purpose of Developer to place certain restrictions, easements, covenants, conditions, charges, liens and reservations (hereinafter referred to as "Restrictions" or "Declaration") upon the Subdivision in order to establish a uniform plan for its development, insure the use of the Property for residential purposes only, prevent nuisances, prevent the impairment of the value of the Property, maintain the desired character of the community, and insure the preservation of such uniform plan for the benefit of the present and future Owners of the Property;

NOW, THEREFORE, Developer hereby adopts, establishes and imposes upon the Property, the following Restrictions for the purposes of enhancing and protecting the value, desirability and attractiveness of the Property, which Restrictions shall run with the land and inure to the benefit of each Tract Owner and his invitees:

**ARTICLE I
DEFINITIONS**

1.01. Architectural Control Committee or ACC. "Architectural Control Committee" or "ACC" shall mean the Developer until the Control Transfer Date and thereafter a committee initially appointed by the Developer pursuant to these Restrictions to review and approve plans for the construction of Improvements as more specifically provided by Article VIII hereof.

1.02. Annual Assessment. "Annual Assessment" means the amount set forth in Section 5.02 hereof.

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

October 24, 2022

1.03. Assessment. "Assessment" means the Annual Assessment, Special Assessments or other charges, interest, penalties and fees authorized by these Restrictions together with the cost and expense incurred in collecting Assessments, including, but not limited to court costs and attorney's fees.

1.04. Association. "Association" means and refers to the Developer until the Control Transfer Date and thereafter Wild Wing Preserve Property Owners' Association, Inc. and its successors and assigns.

1.05. Board of Directors. "Board of Directors" means and refers to the Developer prior to the Control Transfer Date and the thereafter, the Board of Directors of the Association appointed by the Developer and/or elected by the Members of the Association.

1.06. Bylaws. "Bylaws" mean the Bylaws of the Association as from time to time amended.

1.07. Common Area. "Common Area" means the portions of the Subdivision, including any applicable easements, owned by the Developer (prior to the Control Transfer Date) or the Association for the common use and enjoyment of the Members including, but not limited to, the entrance gate, bus pickup area, landscaping, easements and Roads together with such other property as the Association may acquire in the future for the common use and enjoyment of the Members. Any lake that is a Common Area will be designated on the Plat. The Association is responsible for the liability and maintenance of the Common Area.

1.08. Common Area Expense. "Common Area Expense" means all expense necessary to maintain, replace, repair and expand the Common Area as well as all necessary expense to operate the Association including, but not limited to, casualty and liability insurance, directors and officer's liability insurance and all other reasonable and necessary expenses of the Association. Additionally, Common Area Expense shall include (a) mowing of the Common Area (b) Common Area maintenance and replacement of landscaping, (e) repairing and maintaining the Roads and (f) as well as such other expense and capital enhancements as may be determined by the Board of Directors to promote the safety, health, recreation and welfare of the Members and maintain the Subdivision in an attractive manner.

1.09. Control Transfer Date. The "Control Transfer Date" shall mean the earlier date of 1.) Developer no longer owns any part of the entire Subdivision, including but not limited to Common Area; 2.) Fifteen (15) years from date of recordation of this Declaration; or 3.) Developer, in its sole discretion, voluntarily relinquishes control of the Association as set forth herein. Notwithstanding this provision, on or before the 120th day after the date seventy five percent (75%) of the lots that may be created and made subject to this Declaration are conveyed to owners other than Developer, at least one-third of the board members must be elected by owners other than the Developer.

1.10. Developer. "Developer" means and refers to LSLP Colorado Co., LLC, a

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Delaware Limited Liability Company, its successors and assigns.

1.11. Improvement. "Improvement" means every structure and all appurtenances of every type and kind, including but not limited to buildings, outbuilding, patios, storage building, barn, guest quarter, garage, carport, decks, stairs, retaining walls, screening walls, fences, landscaping art or statuary, poles, signs, exterior air conditioning units, exterior water softener fixtures or equipment, pumps, wells, tanks, reservoirs, pipes, utilities, lines, meters, swimming pools, water retainage structures, antennas, towers, satellite dishes or any other sound or data receivers or transmitters. The term "Improvement" excludes the interior of each residence, guest quarter, barn or other approved building and the ACC shall have no authority to approve or disapprove improvements made to the interior of such buildings where the exterior of the building is not affected by the interior improvement.

1.12. Member. "Member" means and refers to every current Owner of a Tract of land within the Subdivision.

1.13. Notice. Whenever any "notice" is required by these Restrictions, such notices shall be in writing and shall be deemed received when actually received, or five days after the deposit of such notice in the United States mail, postage prepaid and addressed to the last known address of an Owner appearing on the books of the Association, whether or not such notice is actually received. It shall be the duty of each Tract Owner to keep the Association apprised of its current address.

1.14. Owner or Tract Owner. "Owner" or "Tract Owner" means and refers to the record owner, whether one or more persons or entities of the fee-simple title to any Lot(s) shown on the Plat, but shall not mean or refer to any mortgagee or subsequent holder of a mortgage, unless and until such mortgagee or holder has acquired title pursuant to foreclosure or any proceedings in lieu of foreclosure. Said term "Owner" shall also refer to the heirs, successors and assigns of any Owner. The Developer shall not be deemed an Owner.

1.15. Plans and Specifications. "Plans and Specifications" means any and all drawings and documents describing the construction or erection of any Improvement, including, but not limited to, those indicating location, size, shape, configuration, materials, site plans, excavation and grading plans, foundation plans, drainage plans, fencing plans, elevation drawings, floor plans, specifications concerning building products and construction techniques, samples of exterior colors and materials, plans for utility services, and all other documentation or information relevant to the construction or installation of any Improvement.

1.16. Plat. "Plat" means and refers to the plat of Wild Wing Preserve Subdivision filed on _____, 2022 under Clerks Instrument Number _____ in the Map and Plat Records of Colorado County, Texas, and any and all subsequent revisions or amendments thereof recorded with the Colorado County Clerk's Office, Colorado County, Texas.

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1.17. Roads. Roads or Road means property or any road located within the Subdivision which has been dedicated for the purpose of ingress and egress through the Subdivision for the benefit of the Tract Owners. The Roads in the Subdivision will be paved and maintenance of the Roads shall be sole the responsibility of the Wild Wing Preserve Property Owners' Association. All Roads in the Subdivision as shown on the Plat are not dedicated to the public and shall remain private, and will be conveyed to the Association and operated as a private roads by the Association, with each Owner having an easement for the use and benefit of such Owner, which easement shall include rights of ingress, egress, and passage over and along the Roads in favor of the Declarant, the Association, the Owners and their respective legal representatives, successors and assigns, guests, invitees, licensees, designees, and the successors-in-title to each Owner and in favor of the invitees and designees of each successor-in-title to each Owner, but not in favor of the public.

1.18. Special Assessment. "Special Assessment" shall have the meaning given to that term in Section 5.03 hereof.

1.19. Tract or Lot. "Tract" or "Lot" means the 131 individual tracts of land or lots identified on the Plat or any amendments thereto.

1.20. Vote of Members. "Vote of the Members" means the affirmative vote of two thirds (2/3) of the Members entitled to vote who are present at a meeting of Members, either in person or by written proxy, or by written ballot. In accordance with Section 4.04, only one Member is entitled to vote for each Tract and only one vote shall be counted for each Tract even though a Tract may have several Owners.

**ARTICLE II
RESTRICTIONS**

2.01. Single Family Residences. Each Tract shall be used for single family residential purposes only.

2.02. Minimum Square Footage. The main residence constructed on a Tract shall have least one thousand six hundred (1,600) square feet within its outside walls and must be constructed with a minimum of three feet (3') of masonry wainscoat on all sides of the exterior.

2.03. Timeline for Construction. Upon start of construction, the exterior of any main residence must be completed within twelve (12) months from the slab being poured and must be built to applicable building and windstorm/flood codes.

2.04. Limit on Structures. No more than four (4) structures may be constructed on a Tract, and only one main residence. This limitation is to limit the number of major structures, such as the main residence, outbuilding, storage building, barn, guest quarter and detached garage. Specifically, not considered as a major structure, includes, but is not limited to a well house or a doghouse.

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2.05. Construction Materials. All Improvements must be built with new construction materials and must be built in place on the Tract. All construction materials used shall be of materials such as wood, rock, brick, hardiplank, stucco or metal. The use of aluminum siding or vinyl siding is prohibited. The Architectural Control Committee or the Developer (prior to Control Transfer Date) may authorize the use of other materials on a case by case basis. Barndominium style homes are allowed for the main residence. As a clarification, a bardominium style home is allowed for the main residence, but this does not alter the prohibition set forth in paragraph 2.09 that an Owner may not permanently live in a quest quarter constructed within a barn.

2.06. Temporary Structures & Use of RVs. No structure of a temporary character, whether trailer, motor home, recreational vehicle, tent, basement, shack, garage, barn or other outbuilding shall be maintained or used on any Tract at any time as a residence, either temporarily or permanently, except as provided below. No Tract shall be used as a camping ground, and no tent camping is allowed.

Prior to the construction of a residence on a Tract, an Owner may use a recreational vehicle camper or motor home ("Recreation Vehicle" or "RV") for camping purposes no more than seven (7) days out of any thirty (30) day period and no more than twenty-five (25) days per year. TEMPORARY RV CAMPING OR USING ANY TYPE OF RECREATIONAL VEHICLE, WILL NO LONGER BE PERMITTED, ONCE FIFTY (50) OR MORE RESIDENCES HAVE BEEN BUILT ON THE LOTS IN THE SUBDIVISION. With written approval from the ACC, an RV may be used as a temporary residence during construction, not to exceed twelve (12) months, provided an approved septic system has been installed for the RV and the RV is placed at the rear of the construction site.

Temporary structures, including a business office, portable restroom facilities, or construction storage facilities may be located on a Tract while the main residence for a Tract is actively under construction, provided that such are removed upon substantial completion of construction and are not located on a Tract for longer than the time allowed for construction of a main residence pursuant to Section 2.03 above.

2.07. Storage of Trailers, RVs, and Boats. All trailers, RV's, trucks (other than pickups with a rated capacity of (1) Ton or less), boats, personal watercraft, tractors, wagons, buses, motorcycles, motor scooters, all-terrain vehicles, golf carts, and other recreational vehicles, lawn or garden equipment, farm or ranch equipment, construction equipment, and other similar items must be screened from view of the road.

2.08. Guest Quarter. A guest quarter may be built upon each Tract provided the guest quarter contains no less than five hundred (500) square feet and is no more than half the size of the main residence. A guest quarter must be built along with or after the construction of the main residence and may not be built or occupied prior to the main residence unit being occupied. Guest quarters must be constructed with material harmonious with the main residence. A guest quarter shall not be rented for income, unless it is rented along with the main residence.

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2.09. Barns With A Guest Quarter. Guest quarters located inside of a barn which is constructed on a Tract shall be allowed, so long as the guest quarters are not used as a permanent residence. Guest quarters shall not be rented for income, unless it is rented along with the main residence, and cannot compromise more than fifty percent (50%) of the interior space of such barn. Such guest quarters may be used as a “weekend getaway” for such Tract Owner prior to the construction of the main residence but cannot be as used as a Tract Owner’s permanent residence.

2.10. Barns and Workshops. One permanent metal, rock, brick, stucco and/or hardiplank barn or workshop shall be allowed but it must have the required three foot (3’) masonry wainscoat on all sides. Barns shall not exceed 3,600 square feet on any Tracts that are greater than 5 acres. Barns located on Tracts that have that are 4.99 acres or less shall not exceed 2,400 square feet. Such structures must be located behind the main residence and may be constructed on the Tract prior to the main residence being constructed or occupied. No portable storage buildings shall be allowed.

2.11. Garages. All single family residential units, except an approved guest quarter, must have a garage. All garages must be constructed out of the same materials as used for the main residence. Carports are only allowed if they are attached to a structure and are constructed out of the same materials as used for that structure.

2.12. Fencing and Light Posts. Fences and light posts, if any, must be approved prior to Construction and must be constructed of new material unless otherwise permitted by the Architectural Control Committee or Developer (prior to the Control Transfer Date). Fences maybe ranch style fencing. Privacy fences are allowed but shall not extend past the front of the main residence. Fence heights shall not exceed six feet (6’); however, on Tracts larger than 20 acres, game fences are allowed. Chain link fencing is prohibited, except if used as a dog run and only if such fencing is not visible from any road. It is the Owner’s responsibility to confirm that the type of fencing used will not disqualify the Tract from any Wildlife Agricultural Exemption.

2.13. Driveways. The first fifty linear feet (50’) of any driveway which is connected to road shall be constructed of concrete, chip seal, hot mix asphalt, or brick paving. All driveways shall begin where the paved portion of any road ends. Lots 123-131, which abut County Road 160, do not have to comply with these paving requirements. All driveways must be shown on the plans submitted to the Architectural Control Committee or Developer (prior to the Control Transfer Date), completed no later than thirty (30) days after the completion of the main residence and approved by the Architectural Control Committee or Developer (prior to the Control Transfer Date) prior to construction. Driveway culverts must be installed and shall be of sufficient size to afford proper drainage of ditches without allowing water to pool, back up or be diverted from its natural course.

2.14. No Mobile Homes, Manufactured Homes or Modular Cabins. Mobile homes, manufactured homes or modular cabins are prohibited on a Tract.

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2.15. Junk and Debris. No junk cars, abandoned cars or scrap, trash, landscaping trimmings or other debris may be placed on a Tract. The designation of such an item as being a violation under this section is at the sole and absolute discretion of the Association.

2.16. Animal Husbandry. Domestic livestock and exotic animals shall be allowed only on Tracts ten (10) acres or larger, so long as such animals do not exceed one (1) animal for every two (2) fenced acres and do not become a nuisance or threat to other Owners. Domestic livestock and exotic animals are not allowed on a Tract until after the main residence is constructed and occupied. The Association shall have the sole discretion in determining if any animal is a nuisance and make regulations on banning such animal. Pigs, hogs and peacocks are not allowed on any Tract. Chickens, turkeys and other birds shall only be allowed so long as such birds are kept in a coup and do not exceed twenty (20) birds per Tract. Regardless of lot size, coups must be preapproved by the ACC in writing to ensure they are screened from view. All animals being raised by the individual Tract Owners must be kept in a fenced area on the Owner's Tract. No overgrazing is permitted on any portion of the Tract as determined by the sole discretion of the Association. Dogs, cats or other common household pets may be kept on a Tract. Dogs will not be permitted to run loose in the Subdivision. Dogs and cats must be vaccinated for rabies and other diseases required by applicable laws, rules and regulations and shall be licensed or registered as may be required by applicable laws, rules and regulations. No feedlots of any type shall be permitted.

2.17. Signs. No signs for advertising, or billboards, may be placed on a Tract with the exception of one professionally made "for sale" sign. Signs erected on any Tract advertising a Tract for sale shall not be permitted during the Developer's control of the Subdivision. However, a Builder can place one professional sign on a Tract advertising his services or residence for sale.

2.18. Subdividing is Prohibited. No Tract of land in the Subdivision can be subdivided.

2.19. Consolidated Building Site. Any Owner of one or more adjoining Tracts may, with the prior written approval of the Board of Directors and with the approval of the Colorado County Commissioners Court, consolidate two or more Tracts into one Tract or building site, in which case the common boundary line between any combined Tract shall be eliminated and the setback lines shall be measured from the remaining exterior boundary lines. Any portion of any utility easement located within the common boundary lines of any combined Tract shall be eliminated if such utility easements are not being used at the time any Tracts are combined. No Tract shall be deemed to be combined with another Tract until such time as an appropriate re-plat of the combined Tracts is filed with the Colorado County Plat Records and all necessary approvals have been obtained. Any Tracts which are combined as provided above shall be assessed as one Tract for Assessment purposes. Developer shall not be liable for any fees associated with Tract consolidation.

2.20. Limit on Activity. No activity whether for profit or not, shall be conducted on a Tract which is not related to the occupation of a Tract for single family residential

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purposes, unless said activity meets the following criteria: (a) no exterior sign of the activity is present, (b) no additional traffic is created as a result of the activity, and (c) no toxic substances (as determined at the sole discretion of the Association) are stored on the Property. Nothing herein shall prohibit the use of home offices in compliance with the preceding subsections (a), (b) and (c). This restriction is waived in regard to the customary sales activities required to sell homes in the Subdivision.

2.21. Prohibition on Short Term Rentals. No leasing or rental of a Tract shall be permitted, unless said lease or rental has a duration of at least thirty (30) days and the entirety of the Tract is leased or rented.

2.22. Nuisance. No activity which constitutes a nuisance or annoyance shall occur on a Tract. The Association shall have the sole and absolute discretion to determine what constitutes a nuisance or annoyance.

2.23. Wildlife Association. Developer has formed or will form a Wildlife Management Association that as determined by Texas Property Code Section 23.51 will allow for an Ag 1-D-1 Open Space Wildlife ad valorem tax valuation on each participating Tract Owner's property. The Wildlife Management Association is voluntary, but it is the intention of the Developer, who is the Developer of the Wild Wing Preserve Subdivision, for itself, and subsequently, for the Association and all Tract Owners in the Wild Wing Preserve Subdivision, to maintain this status.

2.24. 18-Wheelers. No Owner shall be allowed to drive an 18-wheeler into the Subdivision on a regular basis, 18 wheelers are only allowed during construction or for deliveries.

2.25. Maintenance. It is the responsibility of each Owner to prevent the development of any unclean, unsightly, or unkempt condition of buildings or grounds on their Tract which would tend to substantially decrease the beauty of the Subdivision as a whole or the specific area. Each Owner is required to landscape the area around an Improvement that faces a Road. Occupancy prior to completion of landscaping shall require the written approval of the ACC, shall be for good cause only, and shall be no earlier than one hundred twenty days prior to completion of landscaping.

2.26. Height Restrictions. No Improvement shall be erected, altered or placed on any Tract which exceeds the lesser of forty feet (40') in height (measured from the ground to the topmost part of the roof) or 2½ stories in height.

2.27. Swimming Pools. Above ground pools are prohibited. All swimming pools must be in-ground and shall be fenced with fencing approved by the ACC. The ACC may not deny a swimming pool enclosure that is black in color and consists of transparent mesh set in metal frames.

2.28. Main Residence Foundation Requirements. All building foundations for the main residence shall be an engineered concrete slab. The minimum finished slab elevation

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for the main residence shall be two feet (2') above the finished ground level or the base flood level, whichever is higher, and any other structures can have a finished slab elevation of one foot (1') above the finished ground level. The foundation for the main residence must be engineered and designed by a licensed, registered engineer based upon appropriate soils information taken from the specific Tract in question as recommended by such engineer.

All references in this Declaration to require minimum slab elevations do not constitute a guarantee by the Developer, the ACC or the Association that the residence will be free of flood or related damage..

The residential foundation plans to be used in the construction of the main residence must be submitted to the Architectural Control Committee or Developer (prior to the Control Transfer Date) along with the plans and specifications for the residence as provided in Section 8.01. All foundation plans must be signed, sealed and dated by the engineer designing said foundation plans. The ACC and/or Developer shall rely solely upon Owner/Builder's engineer as to the adequacy of said foundation design when issuing architectural approval of the residence to be constructed. No independent evaluation of the foundation plan is being made by the ACC and/or Developer. The ACC and/or Developer's sole function as to foundation plans are to determine if the plans have been prepared by a licensed registered engineer, as evidenced by the placement of an official seal on the plans.

The granting of approvals of foundation plans and garage slab elevations by the Architectural Control Committee or Developer (prior to the Control Transfer Date) shall in no way serve to warrant the quality of the plans and specifications and/or that main residence shall be free from flood damage from rising or wind driven water or the flow or the surface water from other locations within the Subdivision and in no event shall the Developer, the ACC or the Association have any liability as a result of the approval or disapproval of the resulting improvement.

2.29. Hunting Regulations. Colorado County has required the following voluntary regulations be set forth in these Restrictions. The hunting of deer shall only be allowed with archery equipment limited to bow and arrow or crossbow, during archery season, and in accordance with all Texas Parks and Wildlife Regulations and Hunting Rules and Laws of Texas. The discharge of firearms or shooting of archery or any projectile shall never result in trespass by any Projectile onto any other Tract or property and shall not occur within 100 feet of any boundary or property line of the Owner. No deer stands or game or other hunting facilities shall be placed or constructed within one hundred 100 feet of any boundary or property line. Any and all discharge of firearms and weapons, including but not limited to rifles, pistols, shotguns, black powder rifles and pistols, percussion or flintlock rifles and pistols, shall not occur for prolonged and continuous periods of more than any four (4) hour period during daylight hours. The discharge of a firearm or weapon after dark shall only be allowed for the purpose of dispatching animals on the Owner's property which pose a threat to person or property. All use of firearms or hunting weapons of any kind shall at all times comply with the Texas

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Hunting Rules and Regulations as then currently exist. Nothing contained herein shall be enforced by the Association if it violates Texas Property Code §202.021.

**ARTICLE III
RESERVATIONS, EXCEPTIONS AND DEDICATIONS**

3.01. Property Subject to Restrictions. The Subdivision, including all the individual Tracts, are subject to these Restrictions which shall run with the land and be binding on all parties having or acquiring any right, title or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof.

3.02. Setbacks; Utility & Drainage Easements. The Subdivision and each Tract shall be subject to the easements reserved herein and in favor of the Association, the Owners, and any utility company. The utility easements set forth herein, if they are greater than what is set forth on the Plat, control over the utility easements on the Plat. The Plat contains detailed information and terms and conditions of the use of the utility easements granted to San Bernard Electric Cooperative, Inc and those terms and conditions are incorporated herein for any and all purposes. For all Tracts that are greater than 3.01 acres a utility and drainage easement and a building setback line measuring fifty feet (50') in width is reserved along the front and rear lot lines of the Tract and a utility and drainage easement measuring fifty feet (50') in width and centered on the common boundary line that any Tract in the Subdivision shares with another Tract is reserved. For all Tracts that are equal to or less than 3.01 acres a utility and drainage easement and a building setback line measuring fifty feet (50') in width is reserved along the front and rear lot lines of the Tract and a utility and drainage easement measuring thirty feet (30') in width and centered on the common boundary line that any Tract in the Subdivision shares with another Tract is reserved. The utility and drainage easements shall be used for the construction, maintenance and repair of utilities, including but not limited to, electrical systems, telephone, cable, water, gas and any other utilities which the Developer or utility providers may install for the benefit of the Owners. Notwithstanding the foregoing, the Developer has no obligation to provide utilities and all such utilities shall be provided by the local utility companies in accordance with the policies of such utility companies. All utility easements in the Subdivision may also be used for the construction of drainage facilities in order to provide for improved surface drainage of the Tracts. The Developer reserves the right to grant specific utility easements without the joinder of any Owner to public utility providers within the boundaries of any of the easements herein reserved or as needed. Any utility company serving the Subdivision shall have the right to enter upon any utility easement for the purpose of installing, repairing, and maintaining their respective facilities. Neither Developer nor any utility company, political Subdivision or other authorized entity using the easements herein reserved shall be liable for any damages done by them or their assigns, agents or employees to fences, shrubbery, trees and lawns or any other property of the Owners located within the setback lines, or the utility or drainage easements. The Architectural Control Committee or Developer (prior to the Control Transfer Date) may waive or alter any setback line, if in the Architectural Control Committee's or Developer's (prior to the Control Transfer Date) sole discretion, such waiver or alteration is necessary

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to permit effective utilization of a Tract due solely to drainage or land contour related concerns.

3.03. Construction of Improvements on Utility & Drainage Easements. No buildings or walls shall be located over, under, upon or across any portion of any utility or drainage easement. The Owner of each Tract shall have the right to construct, keep and maintain concrete drives, landscaping, fences and similar improvements across any utility or drainage easement, and shall be entitled to cross such easements at all times for purposes of gaining access to and from such Tracts, provided, however, any concrete drive, landscaping, fencing or similar improvement placed upon any utility or drainage easement shall be constructed, maintained and used at the Owner's risk and each Tract Owner shall be responsible for repairing any damage caused by the utility providers to Improvements constructed within the easements located on his Tract.

3.04 Drainage Easement. Additional drainage facility easements exists along creeks, sloughs, ravines, draws, gullies, or other natural and/or developer manmade drainage pathways. The width of said drainage easement is that required to carry the flow of water during a rain event and/or run off from a rain event. No construction of buildings, outbuildings, sheds, corrals, or other manmade structures, including fences, blockage, filling or alternations of said natural or manmade drainage pathways will be allowed. No obstruction of the flow of water shall occur without the written approval of the Architectural Control Committee or Developer (prior to the Control Transfer Date). In no case shall the impoundment or alternation of drainage pathways adversely affect the adjacent lots or properties.

3.05. Mailboxes. All mailboxes for the Subdivision will be located at the United States Post Office in Rock Island, Texas.

**ARTICLE IV
WILD WING PRESERVE PROPERTY OWNERS' ASSOCIATION, INC.**

4.01. Non-Profit Corporation. Wild Wing Preserve Property Owners' Association, Inc., a non-profit corporation, has been organized and it shall be governed by the Certificate of Formation and Bylaws of said Association; and all duties, obligations, benefits, liens and rights hereunder in favor of the Association shall vest in said corporation.

4.02. Bylaws. The Association has adopted, whatever Bylaws it may choose to govern the organization and operation of the Association, provided that the same are not in conflict with the terms and provisions contained herein.

4.03. Membership. Every person or entity who is a record Owner of any Tract shall be a "Member" of the Association. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation or those only having an interest in the mineral estate. Memberships shall be appurtenant to and may not be separated from the Tracts. Regardless of the number of persons who may

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own a Tract, there shall be but one membership for each Tract and one (1) vote for each Tract. Ownership of a Tract shall be the sole qualification for Membership.

4.04. Voting Rights. The Association shall have two classes of voting memberships. Developer shall be entitled to ten (10) votes for each Tract owned. Each Tract, other than those owned by the Developer, shall have only one vote regardless of the number of Owners of the Tract. In the event that more than one person owns a Tract and the group of Owners do not have a unified vote for purposes hereunder, then the Association shall not recognize the vote for that Tract and such vote shall not be counted when the calculating membership votes. Notwithstanding the foregoing, the presence of any Tract Owner at a meeting of Members permits the inclusion of the Tract represented when calculating any necessary quorum.

**ARTICLE V
ASSESSMENTS**

5.01. Assessments. Each Tract Owner by acceptance of a deed therefore, whether or not it shall be expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association the Assessments provided herein. The Assessments shall be a charge on the Tracts and shall be a continuing lien upon the Tract against which each such Assessment is made. Both Annual and Special Assessments must be fixed at a uniform rate for all Tracts subject to assessment and may be collected on a monthly basis or on an annual basis at the discretion of the Board of Directors.

5.02. Annual Assessment.

(a) An Annual Assessment shall be paid by each of the Tract Owners and the Annual Assessment shall be used to pay all reasonable and necessary operating expenses and reserve requirements of the Association as herein provided and the Common Area Expenses. The Annual Assessment for the year of purchase shall be pro-rated as of the purchase date and then shall be paid annually.

(b) The initial amount of the Annual Assessment applicable to each Tract within the Wild Wing Preserve Subdivision shall be six hundred dollars (\$600.00) per Tract. The Annual Assessment is payable in advance and is due on the thirty first (31st) day of January during each calendar year. All other matters relating to the collection, expenditure and administration of the Annual Assessment shall be determined by the Board of Directors of the Association, subject to the provisions hereof.

(c) The Board of Directors of the Association, from and after the Control transfer Date, shall have the further right at any time to adjust, alter, increase or decrease the Annual Assessment from year to year as it deems proper to meet the reasonable operating expenses and reserve requirements of the Association and to enable the Association to carry out its duties hereunder.

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However, the Board of Directors shall not increase the Annual Assessment by more than ten percent (10%) from the previous year without a majority vote of the members that are present in person or by proxy, or by ballot at a meeting called for such a vote.

5.03. Special Assessments. In addition to the Annual Assessment, the Association, upon the Vote of the Members, may levy Special Assessments from time to time to cover unbudgeted expenses or expenses in excess of those budgeted.

5.04. Interest of Assessment. Any Assessment which is not paid within thirty (30) days after the due date shall bear interest from the due date at the lesser of (i) the rate of eighteen percent (18%) per annum or (ii) the maximum rate permitted by law.

5.05. Purpose of the Assessments. The Annual Assessments and Special Assessments shall be used exclusively for the purpose of promoting the health, safety, security and welfare of the Subdivision and the maintenance of the Common Area. In particular, the Assessments shall be used for any improvement or services in furtherance of these purposes and the performance of the Association's duties described herein, including the maintenance of any Subdivision Roads, Subdivision drainage easements, Common Area, Common Area Expenses, the enforcement of these Restrictions and the establishment and maintenance of reserve funds. Any questions regarding whether an item is a Common Area or a Common Area Expense shall be determined by the Board. The Assessments may be used by the Association for any purpose which, in the judgment of the Association's Board of Directors, is necessary or desirable to maintain the property value of the Subdivision, including but not limited to, providing funds to pay all taxes, insurance, repairs, utilities and any other expense incurred by the Association. Except for the Association's use of the Assessments to perform its duties as described in these Restrictions, the use of the Assessments for any of these purposes is permissive and not mandatory. It is understood that the judgment of the Board of Directors as to the expenditure of Assessments shall be final and conclusive so long as such judgment is exercised in good faith.

5.06. Creation of Lien and Personal Obligation. In order to secure the payment of the Assessments, each Tract Owner hereby grants the Association a contractual lien on such Tract which may be foreclosed by non-judicial foreclosure, pursuant to the provisions of Chapter 51 of the Texas Property Code (and any successor statute); and each such Tract Owner hereby expressly grants the Association a power of sale in connection therewith. The Association shall, whenever it proceeds with non-judicial foreclosure pursuant to the provisions of said Section 51.002 of the Texas Property Code, designate in writing a Trustee to post or cause to be posted all required notices of such foreclosure sale and to conduct such foreclosure sale. The Trustee may be changed at any time and from time to time by the association by means of written instrument executed by the President or any Vice-President of the Association and filed for record in the Official Public Records of Real Property of Colorado County, Texas. In the event the Association has determined to non-judicially foreclose the lien provided herein pursuant to the provisions of said Chapter 51 of the Texas Property Code and to exercise the power of sale hereby granted, the

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Association, or the Association's agent, shall give notice of the foreclosure sale as provided by the Texas Property Code as then amended. Upon request by the Association, the Trustee shall give any further notice of foreclosure sale as may be required by the Texas Property Code as then amended and shall convey such Tract to the highest bidder for cash by Trustee's Deed. Out of the proceeds of such sale, if any, there shall first be paid all expenses incurred by the Association in connection with collecting the Assessments and foreclosing on the Tract, including reasonable attorney's fees and a reasonable trustee's fee; second, from such proceeds there shall be paid to the Association an amount equal to the amount of the Assessment in default; and third, the remaining balance shall be paid to the Tract Owner or Lien Holder for the benefit of the Tract Owner. Following any such foreclosure, each occupant of a Tract which is foreclosed upon shall be deemed a tenant at sufferance and may be removed from possession by any and all lawful means, including a judgment for possession in an action for forcible detainer.

In the event of non-payment by any Tract Owner of any Assessment or other charge, fee, assessment levied hereunder, the Association may, in addition to foreclosing the lien hereby retained, and exercising the remedies provided herein, exercise all other rights and remedies available at law or in equity, including but not limited to bringing an action at law against the Tract Owner personally obligated to pay the same.

It is the intent of the Provisions of this Article to comply with the provisions of said Section 51.002 of the Texas Property Code relating to non-judicial sales by power of sale. In the event of the amendment of Section 51.002 of the Texas Property Code, the Association, acting without joinder of any Tract Owner or Mortgagee, may, by amendment to these Restrictions, file any required amendments to these Restrictions so as to comply with said amendments to Section 51.002 of the Texas Property Code or any other statute applicable to foreclosures.

Notwithstanding anything contained in this Article, all notices and procedures relating to foreclosures shall comply with Chapter 209 of the Texas Property Code.

5.07. Notice of Lien. In addition to the right of the Association to enforce the Assessment, the Association may file a claim of lien against the Tract of the delinquent Tract Owner by recording a Notice ("Notice of Lien" or "Affidavit of Lien") setting forth (a) the amount of the claim of delinquency, (b) the interest thereon, (c) the costs of collection which have been accrued thereon, (d) the legal description and street address of the Tract against which the lien is claimed, and (e) the name of the Tract Owner thereof. Such Notice of Lien shall be signed and acknowledged by an officer of the Association or other duly authorized agent of the Association. The lien shall continue until the amounts are fully paid or otherwise satisfied. When all amounts claimed under the Notice of Lien and all other costs and assessments which may have accrued subsequent to the filing of the Notice of Lien and all other costs and assessments which may have accrued subsequent to the filing of the Notice of Lien have been paid or satisfied, the Association shall execute and record a notice releasing the lien upon payment by the Tract Owner of a reasonable fee as fixed by the Association to cover the preparation and recordation of such release of lien instrument.

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5.08. Developer Exemption. In consideration of the Property infrastructure, the Developer shall be exempt from the payment of all Assessments.

5.09. Liens Subordinate to Mortgages. The lien described in this Article V shall be deemed subordinate to any lien in favor of any bank, mortgage company, real estate lending establishment, financial institution, insurance company, savings and loan association, or any other third party lender, including the Developer, who may have advanced funds, in good faith, to any Tract Owner for the purchase, improvement, equity lending, renewal, extension, rearrangement or refinancing of any lien secured by a Tract, provided that any such lien holder has made due inquiry as to the payment of any required assessments at the time the lien is recorded. Any consensual lien holder who obtains title to any Tract pursuant to the remedies provided in a deed of trust or mortgage or by judicial foreclosure shall take title of the Tract free and clear of any claims for unpaid assessments or other charges against said Tract which ad prior to the time such holder acquired title to such Tract. No such sale or transfer shall relieve such holder from liability for any Assessments or other charges or assessments thereafter becoming due. Any other sale or transfer of a Tract shall not affect the Association's lien for Assessments or other charges or assessments. The Association shall make a good faith effort to give each such mortgage sixty (60) days advance written notice of the Association's foreclosure of an Assessment lien, which notice shall be sent to the nearest office of such mortgage by prepaid United State registered or certified mail, return receipt requested, and shall contain a statement of delinquent Assessment or other charges or assessments upon which the said action is based, provided however, the Association's failure to give such notice shall not impair or invalidate any foreclosure conducted by the Association pursuant to the provisions of this Article V.

**ARTICLE VI
DEVELOPER'S RIGHTS AND RESERVATIONS**

6.01. Period of Developer's Rights and Reservations. Developer shall have, retain and reserve certain rights as set forth in these Restrictions with respect to the Association from the date hereof, until the earlier of the date the Developer gives written notice to the Association of Developer's termination of the rights described in this Article VI or the Control Transfer Date. The Developer rights, those being the same as Declarant Rights, set forth in these Restrictions shall not be released until such time as a document relinquishing said rights is filed of record or the Developer no longer holds record title to any Common Area or a Tract in the Subdivision. The rights and reservations hereinafter set forth shall be deemed accepted and reserved in each conveyance by the Developer whether or not specifically stated therein. The rights, reservations and easements set forth herein shall be prior and superior to any other provisions of this Declaration and may not, without Developer's prior written consent, be modified, amended, rescinded or affected by any amendment to this Declaration. Developer's consent to any amendment shall not be construed as consent to any other amendment.

6.02. Developer's Rights to Grant and Create Easements. Developer shall have

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and hereby reserves the right, without the consent of any Owner or the Association, to grant or create temporary or permanent easements throughout the Subdivision, for ingress, egress, utilities, cable and satellite television systems, communication and security systems, drainage, water and other purposes incidental to the development, sale, operation and maintenance of the Subdivision or purposes deemed necessary by the Developer.

6.03. Developer's Rights to Convey Common Area to the Association. Developer shall have and hereby reserves the right, but shall not be obligated to, convey real property and improvements thereon, if any, to the Association for use as Common Area at any time and from time to time in accordance with these Restrictions, without the consent of any Owner or the Association.

6.04. Annexation of Additional Areas. Developer may cause additional real property to be annexed into Subdivision, by causing a written Annexation Declaration confirming the annexation thereof, to be recorded in the Official Public Records of Real Property in Colorado County, Texas. No consent shall be required of the Association or any Member thereof, each Tract Owner being deemed to have appointed the Developer as his agent and attorney-in fact to affect this Annexation, which power hereby granted to the Developer is and shall be a power coupled with any interest. Thereafter, the Association shall be the Association for the entirety of the Development, including the annexed property.

**ARTICLE VII
DUTIES AND POWERS OF THE WILD WING PRESERVE
PROPERTY OWNERS' ASSOCIATION**

7.01. General Duties and Powers of the Association. The Association has been formed to further the common interest of the Members. The Association, acting through the Board of Directors or through persons to whom the Board of Directors has designated such powers (and subject to the provisions of the bylaws), shall have the duties and powers hereinafter set forth and, in general, the power to do anything that may be necessary or desirable to further the common interest of the Members and to improve and enhance the attractiveness, desirability and safety of the Subdivision. The Board of Directors shall minimally be composed of three individuals serving three-year staggered terms, with the titles of President, Vice-President, and Secretary/Treasurer, being assigned annually by the board of Directors.

7.02. Duty to Accept the Property and Facilities Transferred by Developer. The Association shall accept title to any real property, improvements to real property, personal property and any related equipment which the Developer transfers to the Association, together with the responsibility to perform any all maintenance and administrative functions associated therewith, provided that such property and responsibilities are not inconsistent with the terms of these Restrictions. Property interest transferred to the Association by the Developer may include fee simple title, easements, leasehold interests and licenses to use such property. Any property or interest in property transferred to the

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Association by the Developer shall, except to the extent otherwise specifically approved by resolution of the Board of Directors, be transferred to the Association free and clear of all liens and mortgages (other than the lien for property taxes and assessments not then due and payable) but shall be subject to the terms of any declaration of covenants, conditions and restriction or easements set forth in the transfer instrument. Except as otherwise specifically approved by resolution of the board of Directors, no property or instrument transferred to the Association by the Developer shall impose upon the Association any obligation to make monetary payments to the Developer or any affiliate of the Developer including, but not limited to, any purchase price, rent charge or fee.

7.03. Other Insurance Bonds. The Association shall obtain such insurance as may be deemed necessary or desirable by the Board or by law, including but not limited to, comprehensive liability and casualty insurance, worker's compensation insurance, fidelity and indemnity insurance, officers and director's liability insurance, as well as such other insurances or bonds as the Association shall deem necessary or desirable.

7.04. Duty to Prepare Annual Budgets. The Association shall prepare an annual budget for the Association.

7.05. Duty to Levy and Collect Assessments. The Association shall levy, collect and enforce the Assessments as provided in these Restrictions.

7.06. Duty to Provide Annual Financial Statement. The Association shall prepare an annual financial statement, including a balance sheet, for review by the Members.

7.07. Duties with Respect to Architectural Approvals. The Association, through the ACC, shall perform the ACC duties described in these Restrictions after the Control Transfer Date. Prior to the Control Transfer Date, the Developer shall perform the ACC duties.

7.08. Power to Acquire Property and Construct Improvements. The Association may acquire property or an interest in property (including leases and easements) for the common benefit of Owners including any improvements and personal property. The Association may construct improvements and may demolish any existing improvements in the Common Area.

7.09. Power to Adopt Rules and Regulation. The Association shall have the power to make reasonable rules and regulations regarding the use of the Common Area. The Association shall also have the right to promulgate such rules and regulations with respect to the Subdivision so long as the Board of the Association deems such rules and regulations necessary to promote the recreation, health, safety and welfare of the Members of the Association, or may be necessary or desirable to further the common interest of the Members and to improve and enhance the attractiveness, desirability and safety of the Subdivision all in accordance with the provisions of these Restrictions. The rules and regulations may be enforced in the same manner as any other provision of these Restrictions.

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7.10. Enforcement of Restrictions. The Association (or any Owner if the Association fails to do so after reasonable written notice) shall enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of these Restrictions. Failure by the Association or any Owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter. If it becomes necessary for any Owner or the Association to file a Court action to enforce these Restrictions, the defaulting Owner shall be liable for all reasonable attorney's fees and costs incurred by the enforcing Owner or the Association to obtain compliance by the defaulting Owner. The defaulting Owner shall be liable for all damages suffered by the enforcing Owner or the Association which shall be in an amount established by the Court.

7.11. Remedies. In the event a Tract Owner fails to remedy any violation of these Restrictions within ten (10) days after written notice, or the number of days given in the written notice to allow for a remedy, the Association, or its authorized representatives, may take any one or more of the following actions:

- (a) Enter upon the Tract Owner's property and remove the violating condition, document the violating condition and/or cure the violation, at the expense of the Tract Owner, and the violating Tract Owner shall pay on demand all costs and expenses, including reasonable attorney's fees, incurred by the Association in removing such violating condition;
- (b) Assess a charge of \$50.00 per day against any Tract Owner and/or his Tract until the violating condition is corrected. The Violation charge may be increased by the Association in accordance with increases in the National Consumer Price Index using 2022 as a base year. Failure to pay such assessment by the violating Tract Owner within ten (10) days from receipt of assessment will result in a lien against the Tract with the same force and effect as the lien for Annual or Special Assessments;
- (c) File suit in order to enforce the above remedies and/or pursue any other remedy which may be available at law or in equity;
- (d) Suspend an Owner's right to use the Common Area; and/or
- (e) Take any action allowed by the Texas Property Code.

After a Tract Owner receives a written notice of a violation of these Restrictions, the violating Tract Owner shall not be entitled to any further notice of the same violation if it occurs within a six (6) month period. The Association reserves the easement across each Owner's Tract for the purpose of correcting or removing conditions in violation of these Restrictions, and in doing so, shall have no liability for trespass or other tort in connection therewith, or arising from such correction or removal of a violating condition. The Association shall further have the right to have any vehicle or other property stored or

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used in violation of these Restrictions removed from the Owner's Tract at the expense of the Owner and stored at the expense of the Owner.

**ARTICLE VIII
ARCHITECTURAL CONTROL COMMITTEE**

8.01. Basic Control & Applications.

(a) No Improvements of any character shall be erected or placed, or the erection or placing thereof commenced, or changes made to the exterior design or appearance of any Improvement, without first obtaining the Architectural Control Committee's or Developer's (prior to the Control Transfer Date) written approval. No demolition or destruction of any Improvement by voluntary action shall be made without first obtaining the Architectural Control Committee's or Developer's (prior to the Control Transfer Date) written approval.

(b) Each application made to the Architectural Control Committee or Developer (prior to the Control Transfer Date) for approval, shall contain an application in the form specified by the Architectural Control Committee or Developer (prior to the Control Transfer Date), two sets of professionally drawn Plans and Specifications for all proposed Improvements, showing the location of all Improvements on the Tract, and any applicable fees or deposits together with such other reasonable necessary information as the Architectural Control Committee or Developer (prior to the Control Transfer Date) shall request. These plans must be submitted in PDF format to the Developer, or after the Control Transfer Date, to the ACC. A non-refundable fee of \$250.00 is required at time of plan submittal to cover administrative costs involving the home plan approval process.

8.02 Architectural Control Committee.

(a) All ACC authority is initially vested in the Developer. The ACC authority of the Developer shall cease upon the appointment of a three (3) member Architectural Control Committee by the Developer. The Developer shall continue to have ACC authority as to any Plans and Specifications or Construction projects submitted to the Developer prior to the initial appointment of the ACC members.

(b) After the initial members of the ACC are appointed by the Developer, the Developer shall cause an instrument transferring ACC authority to the Association to be recorded in the Official Public Records of Real Property in Colorado County, Texas. Subsequent appointments of the ACC members shall be by the Board of Directors. The ACC members shall serve staggered terms with the first term ending on the date of the next succeeding annual meeting of Members following the Control Transfer Date. After the Control Transfer Date, each Member of the ACC must be a Tract Owner in the

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Subdivision.

- (c) After the Control Transfer Date, members of the Architectural Control Committee may not include a board member, a board member's spouse, or anyone living in a board member's household.

8.03 Effect of Inaction. All approvals or disapprovals issued by the ACC shall be in writing. In the event the ACC fails to approve or disapprove any request received by it in compliance with Article VIII within thirty (30) days following the submission of a completed application and full compliance with the Declarations set out herein, such request shall be deemed approved and the construction of any Improvements may commence in accordance with the Plans and Specifications submitted for approval. Any ACC approval obtained as a result of inaction by the ACC shall not authorize the construction of any Improvement in violation of these Restrictions.

8.04 Effect of Approval. The granting of an ACC approval (whether in writing or by lapse of time) shall constitute only an expression of opinion by the ACC that the proposed Improvement to be erected complies with these Restrictions; and such approval shall not prevent the Association from requiring removal of any Improvement which fails to comply with these Restrictions. Further, no ACC member shall incur any liability by reason of the good faith exercise of the authority granted hereunder.

8.05 Variance. The Developer, may on a case by case basis, authorize variances from the requirements of these Restrictions at its sole discretion. The ACC may grant a variance from the requirements of these Restrictions on the reasonable opinion of the ACC, if the Restrictions unreasonably restrain the development of a Tract in accordance with the general scheme of the Subdivision. The Developer will retain the right to grant variances after the Control Transfer Date so long as the Developer continues to own a Tract or Common Area in the Subdivision. All variances shall be in writing and signed by the Developer or if granted by the ACC then it must be signed by at least two (2) members of the ACC. No violation of these Restrictions shall be deemed to have occurred with respect to any matter for which a variance is granted. The granting of such a variance shall not operate to waive any of the terms and provisions of these Restrictions for any purpose except as to the particular Tract and improvements and the particular provision covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the use of the Owner's Tract.

8.06. Construction Deposit. A deposit of \$1,000.00 must be paid at the time Plans and Specifications are submitted for the construction of a new residence, barn, workshop or storage building. This deposit will be held for the purpose of securing a Tract Owner's performance, during the construction process, of the obligations imposed by these Restrictions, for wear and tear on the Subdivision Roads by construction equipment and construction traffic, and for damage to the Common Area. Tract Owners shall be responsible for any damage caused to the Roads or Common Area by construction equipment or trucks making deliveries to their Tract. Upon completion of construction, the Tract Owner will be refunded the deposit less any obligations incurred as a result of any

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uncured violation of these Restrictions, any damage to the Roads of the Subdivision and any damage to the Common Area.

**ARTICLE IX
GENERAL PROVISIONS**

9.01. Term. The provisions hereof shall run with the land and shall be binding upon all Owners, their guests and invitees and all other persons claiming under them for a period of forty (40) years from the date these Restrictions are recorded. These Restrictions shall be automatically extended for successive periods of twenty (20) years each time unless these Restrictions are cancelled by a two-thirds (2/3) affirmative vote of every Member entitled to vote and an appropriate document is recorded evidencing the cancellation of these Restrictions.

9.02. Amendments. Except for any amendment affecting any existing Improvements, these Restrictions may be amended or changed, in whole or in part, at any time by a two-third (2/3) affirmative vote of every Member entitled to vote. Copies of any records pertaining to such amendments shall be retained by the Association permanently.

9.03. Amendment by the Developer. The Developer shall have and reserve the right at any time prior to the Control Transfer Date, without the joinder or consent of any Owner or other party, to amend these Restrictions by an instrument in writing duly signed, acknowledged, and filed for record so long as the Developer owns any land in the Subdivision and provided that any such amendment shall be consistent with and is furtherance of the general plan and scheme of development of the Subdivision and evidenced by these Restrictions or if needed to comply with state law.

9.04. Severability. Each of these provisions of these Restrictions shall be deemed independent and severable and the invalidity or unenforceability or partial invalidity or partially unenforceability of any provision or portion hereof shall not affect the validity or enforceability of any other provision.

9.05. Effect of Violation on Mortgages. No violation of the provisions herein contained or any portion thereof, shall affect the lien of any mortgage or deed of trust presently or hereafter placed of record or otherwise affect the rights of the mortgage under any such mortgage, the holder of any such lien or beneficiary of any such mortgage, lien or deed of trust may, nevertheless, be enforced in accordance with its terms, subject, nevertheless, to the provisions herein contained.

9.06. Liberal Interpretation. The provisions of these Restrictions shall be liberally construed as a whole to effectuate the purpose of these Restrictions.

9.07. Successors and Assigns. The provisions hereof shall be binding upon and inure to the benefit of the Owners, the Developer and the Association, and their respective guests, invitees, heirs, legal representatives, executors, administrators, successors and assigns.

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9.08. Terminology. All personal pronouns used in these Restrictions, whether used in the masculine, feminine or neuter gender, shall include all other genders, the singular shall include the plural and vice versa. Title of Articles and Sections are for convenience only and neither limits nor amplifies the provisions of these Restrictions. The terms "herein", "hereof" and similar terms, as used in this instrument, refer to the entire document and are not limited to referring only to the specific paragraph, Section or Article which such terms appear.

IN WITNESS WHEREOF, the undersigned, being the Developer, herein, has hereunto set its hand on this _____ day of _____ 2022.

[SIGNATURE FOLLOWS ON NEXT PAGE]

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

October 24, 2022

LSLP Colorado Co., LLC, a Delaware Limited
Liability Company

By: American Land Partners, LLC, a Delaware
limited liability company, Manager

By: _____
Davy Roberts, Authorized Agent

STATE OF TEXAS §
 §
COUNTY OF _____ §

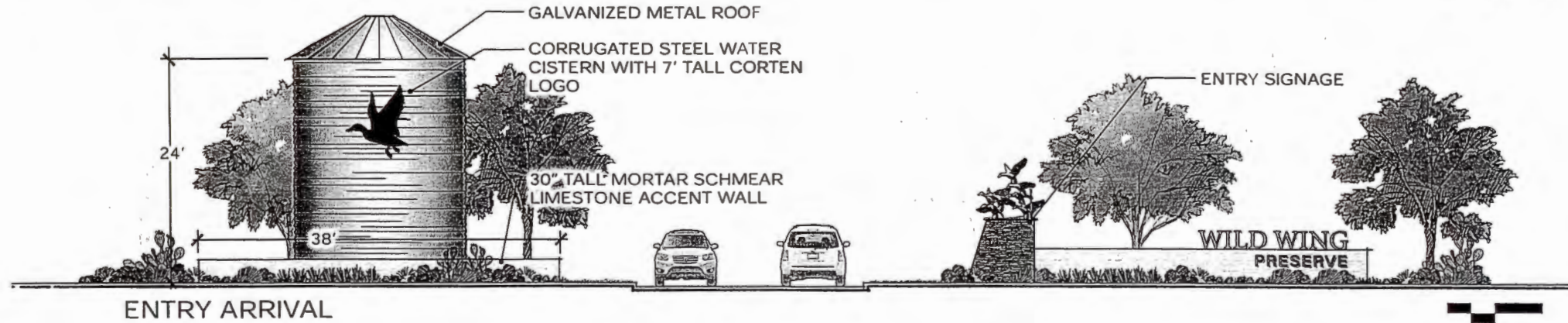
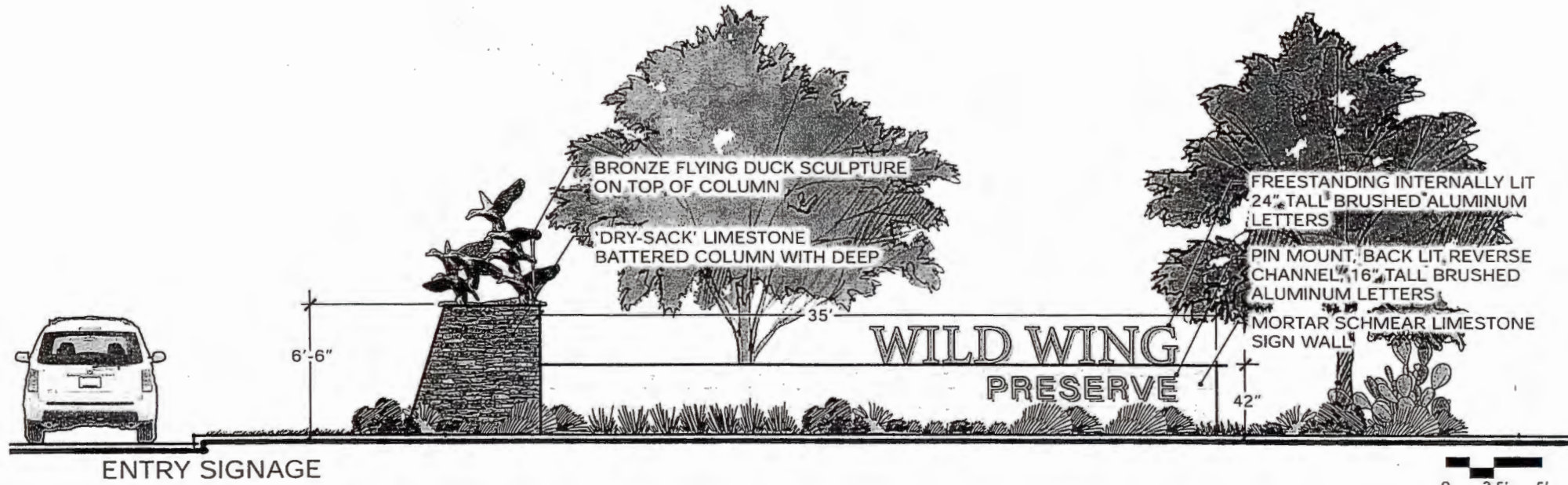
CERTIFICATE OF ACKNOWLEDGEMENT

Before me, the undersigned Notary Public, on this day personally appeared Davy Roberts who is personally known to me (or proved to me through a federal or state issued ID with photo and signature of person identified) to be the person whose name is subscribed to the foregoing instrument, and who has acknowledged to me that he executed the instrument for the purposes and consideration therein expressed and in the capacity stated herein.

Given under my hand and seal of office on the ____ day of _____ 2022.

NOTARY PUBLIC, State of Texas

October 24, 2022

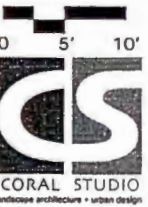


WILD WING PRESERVE ENTRY - SIGNAGE CONCEPT

Rock Island, Texas

Lone Star Land Partners

September 2, 2022



MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

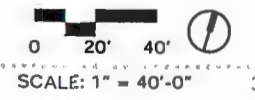
October 24, 2022



- LEGEND**
- 01. ENTRY SIGN WALL limestone or corten metal entry sign with cut lettering
 - 02. ENTRY WALL low wall to frame entry sequence with drought tolerant planting
 - 03. ENTRY WATER CISTERN 18' diameter by 24' height water cistern
 - 04. MEDIAN CALL BOX with drought tolerant planting
 - 05. COVERED PAVILION bus dropoff/pickup framed by drought tolerant plantings
 - 06. VEHICULAR ENTRY GATES 24' width entry and exit swing gates with stone columns and double cattle guards
 - 07. NEW ORNAMENTAL TREE 1-1/2" minimum caliper ornamental trees
 - 08. PERIMETER RANCH FENCING game fencing relocated and tied into entry gate

WILD WING PRESERVE ENTRY - SITE PLAN

Rock Island, Texas Lone Star Land Partners September 2, 2022



MINUTES OF THE COLORADO COUNTY COMMISSIONER'S COURT REGULAR MEETING
October 24, 2022

STATE OF TEXAS
 COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS THAT LSLP COLORADO CO., LLC, A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, WITH ITS HOME ADDRESS AT P.O. BOX 1967, MARBLE FALLS, TEXAS, 78854, OWNER OF THE 942.98 ACRES OF LAND OUT OF THE WACO MANUFACTURING CO. SURVEY NO. 12, ABSTRACT NO. 617, THE J.L. HESTER SURVEY NO. 24, ABSTRACT NO. 740, THE J.L. TOWNSEND SURVEY NO. 14, ABSTRACT NO. 752, THE C. HUTCHINS SURVEY, ABSTRACT NO. 348, THE P.M. MAYES SURVEY, ABSTRACT NO. 426, THE P.M. MAYES SURVEY, ABSTRACT NO. 427, THE M. BATON SURVEY, ABSTRACT NO. 105, AND THE J.W. TINKLER SURVEY, ABSTRACT NO. 757, COLORADO COUNTY, TEXAS AS CONVEYED TO IT BY DEED DATED APRIL 29, 2012, AND RECORDED IN VOLUME 293, PAGE 709, COLORADO COUNTY DEED RECORDS, C-177777, 777777 ACRES OF LAND, COMPRISED OF 18.81 ACRES OUT OF THE WACO CO. SURVEY NO. 12, ABSTRACT NO. 617, 8.94 ACRES OUT OF THE J.L. HESTER SURVEY NO. 24, ABSTRACT NO. 740, 19.50 ACRES OUT OF THE J.L. TOWNSEND SURVEY NO. 14, ABSTRACT NO. 752, 84.93 ACRES OUT OF THE C. HUTCHINS SURVEY, ABSTRACT NO. 348, 85.82 ACRES OUT OF THE P.M. MAYES SURVEY, ABSTRACT NO. 426, 148.13 ACRES OUT OF THE P.M. MAYES SURVEY, ABSTRACT NO. 427, 24.42 ACRES OUT OF THE M. BATON SURVEY, ABSTRACT NO. 105, AND 12.47 ACRES OUT OF THE J.W. TINKLER SURVEY, ABSTRACT NO. 757, TO BE KNOWN AS WILD WING PRESERVE, IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED, AND DO HEREBY DEMONSTRATE TO THE OWNERS OF THE PROPERTY SHOWN HEREON FOR PRIVATE USE OF THE STREETS AND EASEMENTS SHOWN HEREON.

IN WITNESS WHEREOF, THE SAID LSLP COLORADO CO., LLC., HAS CAUSED THESE PRESENTS TO BE EXECUTED BY ITS AUTHORIZED AGENT, THEREUNTO DULY AUTHORIZED.

STATE OF TEXAS
 COUNTY OF _____

BEFORE ME, THE UNDERSIGNED JUDICIAL OFFICER, ON THIS DAY PERSONALLY APPEARED DANNY J. STAKE, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AS AUTHORIZED AGENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN SUCH CAPACITY AS THE ACT AND DEED OF SAID CORPORATION FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

WITNESS MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, A.D. 2022.

HONORABLE PUBLIC IN AND FOR THE STATE OF TEXAS

STATE OF TEXAS
 COUNTY OF COLORADO

_____, COUNTY CLERK OF COLORADO COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE _____ DAY OF _____, A.D. 2022, THE COMMISSIONERS COURT OF COLORADO COUNTY, TEXAS PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THE PLAT, AND SAID ORDER HAS BEEN DULY ENTERED IN THE MINUTES OF THE SAID COURT IN BOOK _____ PAGE _____

WITNESS MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, A.D. 2022.

STATE OF TEXAS
 COUNTY OF COLORADO

_____, COUNTY CLERK OF COLORADO COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 2022, AT _____ O'CLOCK _____, IN THE PLAT RECORDS OF COLORADO COUNTY, TEXAS, IN BOOK _____ PAGE _____

WITNESS MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, A.D. 2022.

STATE OF TEXAS
 COUNTY OF COLORADO

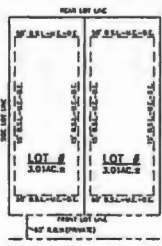
_____, COUNTY CLERK OF COLORADO COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 2022, AT _____ O'CLOCK _____, IN THE PLAT RECORDS OF COLORADO COUNTY, TEXAS, IN BOOK _____ PAGE _____

WITNESS MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, A.D. 2022.

- NOTES:**
- NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL COLORADO COUNTY DEVELOPMENT REQUIREMENTS HAVE BEEN MET.
 - NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF ANY MUNICIPALITY'S CORPORATE CITY LIMITS, OR AREA OF EXTRA TERRITORIAL JURISDICTION.
 - THIS SUBDIVISION IS WITHIN THE BOUNDARIES OF THE COLORADO INDEPENDENT SCHOOL DISTRICT.
 - A PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE 100 YEAR FLOOD PLAIN AS DELINEATED ON THE ENGINEERED FLOOD STUDY DATED 08/04/2022.
 - ELECTRIC UTILITY SERVICES WILL BE PROVIDED BY SAN BERNARD ELECTRIC COOPERATIVE.
 - TELEPHONE UTILITY SERVICES WILL BE PROVIDED BY CELLULAR SERVICES.
 - GAS UTILITY SERVICES WILL BE PROVIDED BY INDIVIDUAL PROPANE SERVICES.
 - NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN ON-SITE WASTEWATER SYSTEM WHICH HAS BEEN APPROVED AND PERMITTED BY COLORADO COUNTY.
 - NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER WELL, OR ENGINEERED RAIN WATER COLLECTION SYSTEM.
 - ALL DRAINAGE FACILITIES SHOWN HEREON SHALL BE KEPT CLEAR OF TREES, BUSHES, PLANTINGS, AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE DRAINAGE FACILITIES.
 - THE GRADES IN THIS SUBDIVISION WILL BE PLACED AND MAINTENANCE OF THE GRADES SHALL BE THE SOLE RESPONSIBILITY OF THE WILD WING PRESERVE PROPERTY OWNER'S ASSOCIATION. ALL GRADES IN THE SUBDIVISION AS SHOWN ON THE PLAT ARE NOT DEDICATED TO THE PUBLIC AND SHALL REMAIN PRIVATE AND WILL BE CONVEYED TO THE ASSOCIATION AND OPERATED AS A PRIVATE HIGHWAY BY THE ASSOCIATION. WITH EACH OWNER HAVING AN EASEMENT FOR THE USE AND BENEFIT OF SUCH OWNER, WHICH EASEMENT SHALL INCLUDE RIGHTS OF ACCESS, EGRESS, AND EGRESS OVER AND ALONG THE GRADES IN FAVOR OF THE DECLARANT, THE ASSOCIATION, THE OWNERS AND THEIR RESPECTIVE LEGAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS, EXECUTORS, ADMINISTRATORS, HEIRS, AND THE SUCCESSORS-IN-INTEREST TO EACH OWNER AND IN FAVOR OF THE INTERESTS AND BENEFITS OF EACH SUCCESSOR-IN-INTEREST TO EACH OWNER, BUT NOT IN FAVOR OF THE PUBLIC.
 - ALL LOTS WITHIN THIS SUBDIVISION ARE DESIGNATED FOR SINGLE FAMILY RESIDENTIAL USE.
 - CONTOURS GRAPHICALLY SHOWN ON PLAT ARE ACCORDING TO THE TEXAS NATURAL RESOURCES INFORMATION SYSTEM.
 - THERE ARE 18.8623 ACRES LEGAL FEET/25.788 ACRES OF NEW PRIVATE ROADS WITHIN THIS SUBDIVISION.
 - ACCORDING TO THE TEXAS RAILROAD COMMISSION THERE EXISTS ON THE SUBJECT PROPERTY PLUNGED OIL AND NATURAL GAS WELLS THAT HAVE BEEN ABANDONED.
 - THIS SUBDIVISION CONTAINS 131 LOTS, WITH A MINIMUM LOT SIZE OF 2.01 ACRES.
 - OWNER, LSLP COLORADO CO., LLC., P.O. BOX 1967, MARBLE FALLS, TEXAS, 78854
 - BOUNDARIES DESCRIBED: 1/2" BOND PEN WITH PLASTIC CAP STAMPED "CONTROL", NORTHING: 13753277.72, EASTING: 3745416.83, ELEVATION: 232.4'
 - EACH LOT SHALL BE SERVED BY PRIVATE WELL AND SEPTIC SYSTEM.
 - THE FOLLOWING NINE (9) LOTS OF THIS SUBDIVISION HAVE FRONTAGE ALONG COUNTY ROAD 160: LOTS 123, 124, 125, 126, 127, 128, 129, 130 & 131.

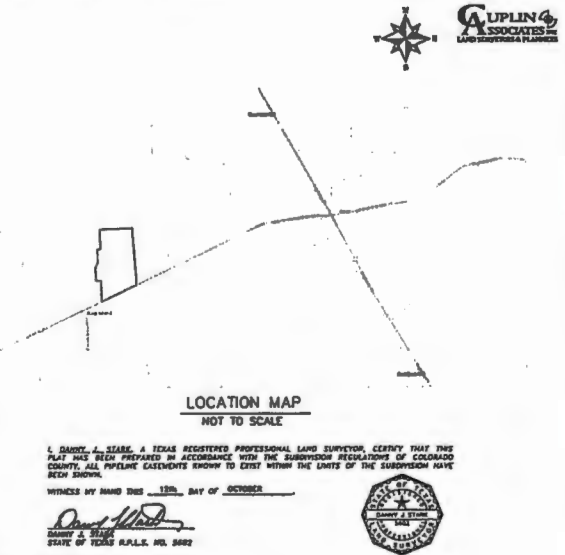
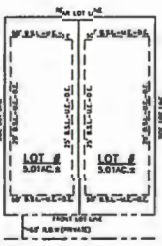
BOUNDARY STRIKES, UTILITY AND DRAINAGE EASEMENTS APPLIED TO ALL LOTS GREATER THAN 2.01 ACRES

FRONT: 50'
 REAR: 50'
 SIDE: 15'



BOUNDARY STRIKES, UTILITY AND DRAINAGE EASEMENTS APPLIED TO ALL LOTS GREATER THAN 2.01 ACRES

FRONT: 50'
 REAR: 50'
 SIDE: 25'



I, DANNY J. STAKE, A TEXAS REGISTERED PROFESSIONAL LAND SURVEYOR, CERTIFY THAT THIS PLAT HAS BEEN PREPARED IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF COLORADO COUNTY. ALL PIPELINE EASEMENTS SHOWN TO EXIST WITHIN THE LIMITS OF THE SUBDIVISION HAVE BEEN SHOWN.

WITNESS MY HAND THIS _____ DAY OF _____, 2022.

DANNY J. STAKE
 STATE OF TEXAS (P.L.L.C. NO. 5692)

- NOTES CONTINUED:**
- LOT 1 SHALL HAVE ADEQUATE ACCESS VIA U.S. HIGHWAY 80 ALTERNATE.
 - NO LOTS IN THIS SUBDIVISION SHALL BE FURTHER SUBDIVIDED.
 - NO DEVELOPMENT BEYOND THE FINISHED FLOOR ELEVATION SHALL BE PERMITTED WITHIN THIS SUBDIVISION.
 - EASEMENT IN FAVOR OF SIMANAMA ENERGY COOPERATIVE, RECORDED IN VOLUME 342, PAGE 430 OF THE OFFICIAL RECORDS OF COLORADO COUNTY, TEXAS, HAS BEEN ABANDONED ACCORDING TO TERMINATION OF EASEMENT RECORDED IN VOLUME 1040, PAGE 878 OF THE OFFICIAL RECORDS OF COLORADO COUNTY, TEXAS.
 - THERE IS A FIFTY FOOT (50') UNRESTRICTED UTILITY EASEMENT ALONG ALL PROPERTY LINES ADJACENT TO ALL EXISTING PUBLICLY DEDICATED ROADS BORDERING THE SUBDIVISION AND PUBLIC ROADS WITHIN THE SUBDIVISION DEDICATED BY THIS PLAT, EXCEPT AS SHOWN HEREON.
 - THERE IS A FIFTY FOOT (50') UNRESTRICTED UTILITY EASEMENT ALONG AND ADJACENT TO ALL PROPERTY LINES IN THIS SUBDIVISION AND RESERVE AREAS, BEING FIFTY FEET (50') ON EITHER SIDE OF THE PROPERTY LINES FOR A TOTAL WIDTH OF FIFTY FEET (50') FOR ALL LOTS 2.01 ACRES OR LESS.
 - THERE IS A TWENTY FIVE FEET (25') UNRESTRICTED UTILITY EASEMENT ALONG AND ADJACENT TO ALL PROPERTY LINES IN THIS SUBDIVISION AND RESERVE AREAS, BEING TWENTY FIVE FEET (25') ON EITHER SIDE OF THE PROPERTY LINES FOR A TOTAL WIDTH OF FIFTY FEET (50') FOR ALL LOTS GREATER THAN 2.01 ACRES.
 - THERE IS A FIFTY FOOT (50') UNRESTRICTED UTILITY EASEMENT ALONG AND ADJACENT TO ALL REAR PROPERTY LINES WITHIN THIS SUBDIVISION.
 - THERE IS A TWENTY FIVE FEET (25') WIDE UNRESTRICTED UTILITY EASEMENT FOR OWNERS BEING TEN FEET (10') ON EACH SIDE OF THE CENTERLINE OF THE DIRT AND FORTY FIVE FEET (45') FROM THE POINT OF BEGINNING THE CENTERLINE.
 - SAN BERNARD ELECTRIC COOPERATIVE, INC. IS GRANTED THE RIGHT TO BUILD AND MAINTAIN UTILITY OIL, GAS, AND WATER LINES, OVER, ABOVE AND UNDER ALL PUBLICLY DEDICATED ROAD RIGHT-OF-WAYS IN THIS SUBDIVISION, IN ORDER TO PROVIDE ELECTRIC AND OTHER SERVICES TO LOTS AS BECOMES NECESSARY.
 - SAN BERNARD ELECTRIC COOPERATIVE, INC. SHALL HAVE THE RIGHT TO REMOVE, CUT DOWN, AND CHIMENALLY TREAT WITH HERBICIDES, ALL TREES, SHRUBBERY AND VEGETATION WITHIN SAID EASEMENT AND THE RIGHT TO REMOVE, CUT, AND TRIM FROM TIME TO TIME ALL DEAD, DEADLY, OR DAMAGED TREES ADJACENT TO AND OVERHANGING SAID EASEMENT THAT ARE TALL ENOUGH TO STRIKE THE CONDUCTOR AND/OR EQUIPMENT IN FALLING. SAN BERNARD ELECTRIC COOPERATIVE, INC. WILL NOT BE RESPONSIBLE FOR REMOVING TREES FROM VEGETATION GROWING OUTSIDE THEIR EASEMENTS WHICH CUTTING DOWN TREES AND LEAVING TRIMS AND BRUSH OUTSIDE THE EASEMENT.
 - SAN BERNARD ELECTRIC COOPERATIVE, INC. SHALL HAVE THE RIGHT TO USE AND KEEP ALL OF SAID EASEMENT AREA GRANTED HEREBY FREE AND CLEAR OF ANY OBSTRUCTIONS EXCEPT FENCES THAT DO NOT EXCEED EIGHT FEET (8') IN HEIGHT AND DO NOT INTERFERE WITH THE OPERATION AND REPLACEMENT OF SAN BERNARD ELECTRIC COOPERATIVE'S FACILITIES. SAN BERNARD ELECTRIC COOPERATIVE, INC. SHALL HAVE THE RIGHT OF ACCESS AND EGRESS TO AND FROM SAID RIGHT-OF-WAY FOR THE PURPOSES OF RELOCATING VEGETATION, CONSTRUCTING, RECONSTRUCTING, REPAIRING, MAINTAINING, OPERATING, INSPECTING, REPAIRING, MAINTAINING, REPLACING, AND REMOVING SAID CONDUITS, POLES AND EQUIPMENT, ACCESS FOR CONSTRUCTION, MAINTENANCE, INSPECTION, AND SURVEYING OF FACILITIES MAY BE DONE WITH, BUT NOT LIMITED TO, VEHICLES, ATVs, AERIAL SHOWS, PEDESTRIANS, AND OTHER METHODS.
 - THE GRANTOR, AND SUCCESSORS, ASSIGNS, AGENTS OR EXCESSORS SHALL NOT HAVE THE RIGHT TO CAUSE OR PERMIT ANY OBSTACLES EXCEPT FENCES NOT TO EXCEED EIGHT FEET (8') IN HEIGHT TO BE PLACED OR CONSTRUCTED WITHIN SAID EASEMENT AREA WITHIN THE COPIES ENTERED CONVEYOR OF THE COOPERATIVE, FENCES SHALL NOT BE PLACED OR CONSTRUCTED IN ANY WAY THAT WOULD PREVENT SAN BERNARD ELECTRIC COOPERATIVE, INC. FROM EXERCISING ANY RIGHTS AND PRIVILEGES EXPRESSED HEREIN.
 - BASES OF BEARINGS, NORTH AMERICAN DATUM OF 1983, TEXAS COORDINATE SYSTEM - SOUTH ZONAL ZONE (30A). ELEVATIONS ARE REFERENCED TO NAVD 83.

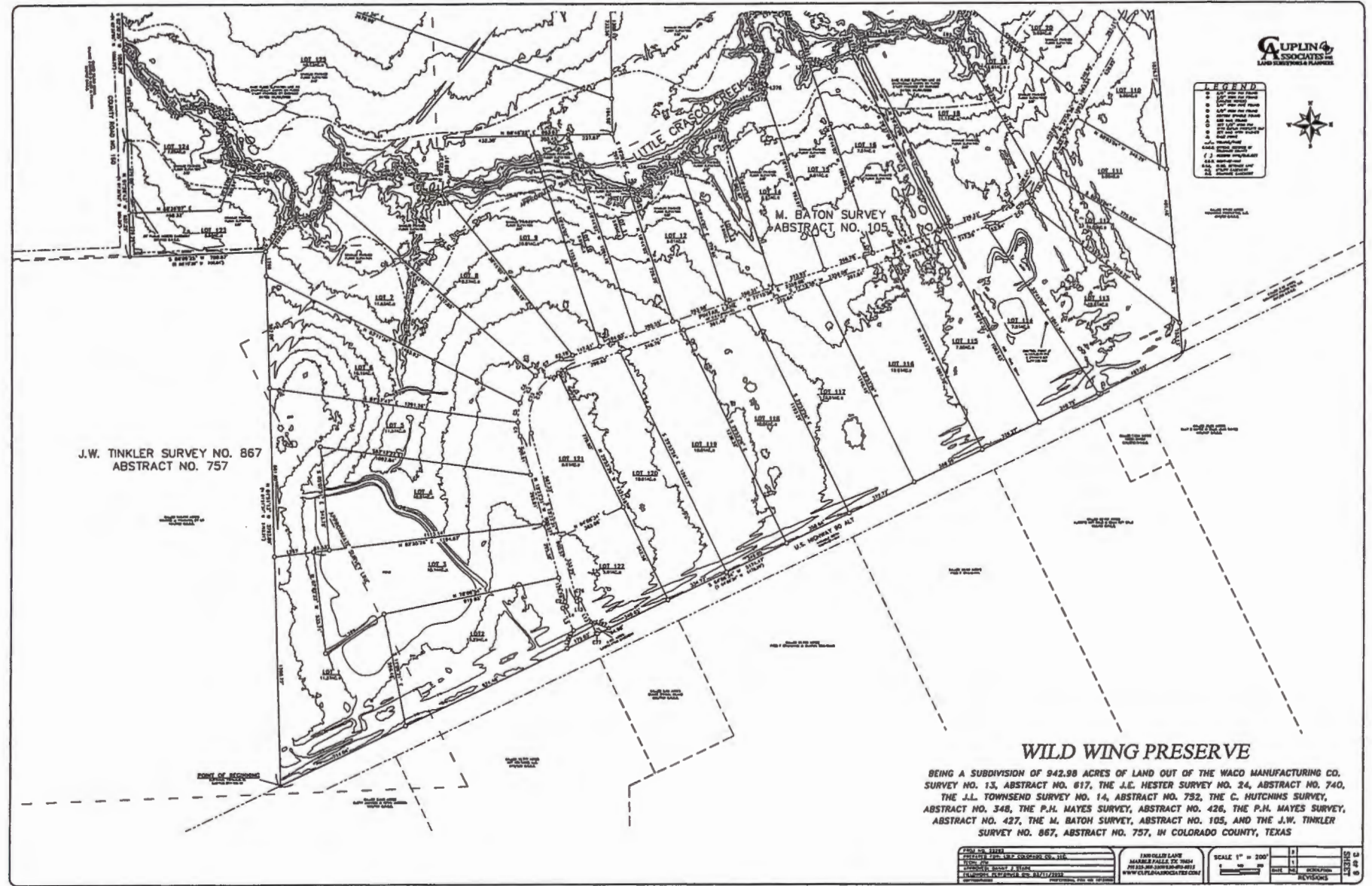
WILD WING PRESERVE

BEING A SUBDIVISION OF 942.98 ACRES OF LAND OUT OF THE WACO MANUFACTURING CO. SURVEY NO. 12, ABSTRACT NO. 617, THE J.L. HESTER SURVEY NO. 24, ABSTRACT NO. 740, THE J.L. TOWNSEND SURVEY NO. 14, ABSTRACT NO. 752, THE C. HUTCHINS SURVEY, ABSTRACT NO. 348, THE P.M. MAYES SURVEY, ABSTRACT NO. 426, THE P.M. MAYES SURVEY, ABSTRACT NO. 427, THE M. BATON SURVEY, ABSTRACT NO. 105, AND THE J.W. TINKLER SURVEY NO. 867, ABSTRACT NO. 757, IN COLORADO COUNTY, TEXAS

DEVELOPER: LSLP COLORADO CO., LLC. P.O. BOX 1967, MARBLE FALLS TEXAS, 78854	ENGINEER: WILLIAM H. ENGINEERING 402 S. WATERS STREET MARBLE FALLS, TX 78854 (817) 553-1332	SURVEYOR: OUPLIN AND ASSOCIATES 1200 OULF LANE MARBLE FALLS, TX 78854 (817) 586-4300	PREP. NO. 11111 DATE: 08/11/2022 TITLE: WILD WING PRESERVE PLAT PROJECT: 11111 FILE NO. 11111	SHEET NO. 1 OF 1 DATE: 08/11/2022 SCALE: 1" = 200' DRAWN BY: [Signature] CHECKED BY: [Signature] APPROVED BY: [Signature]
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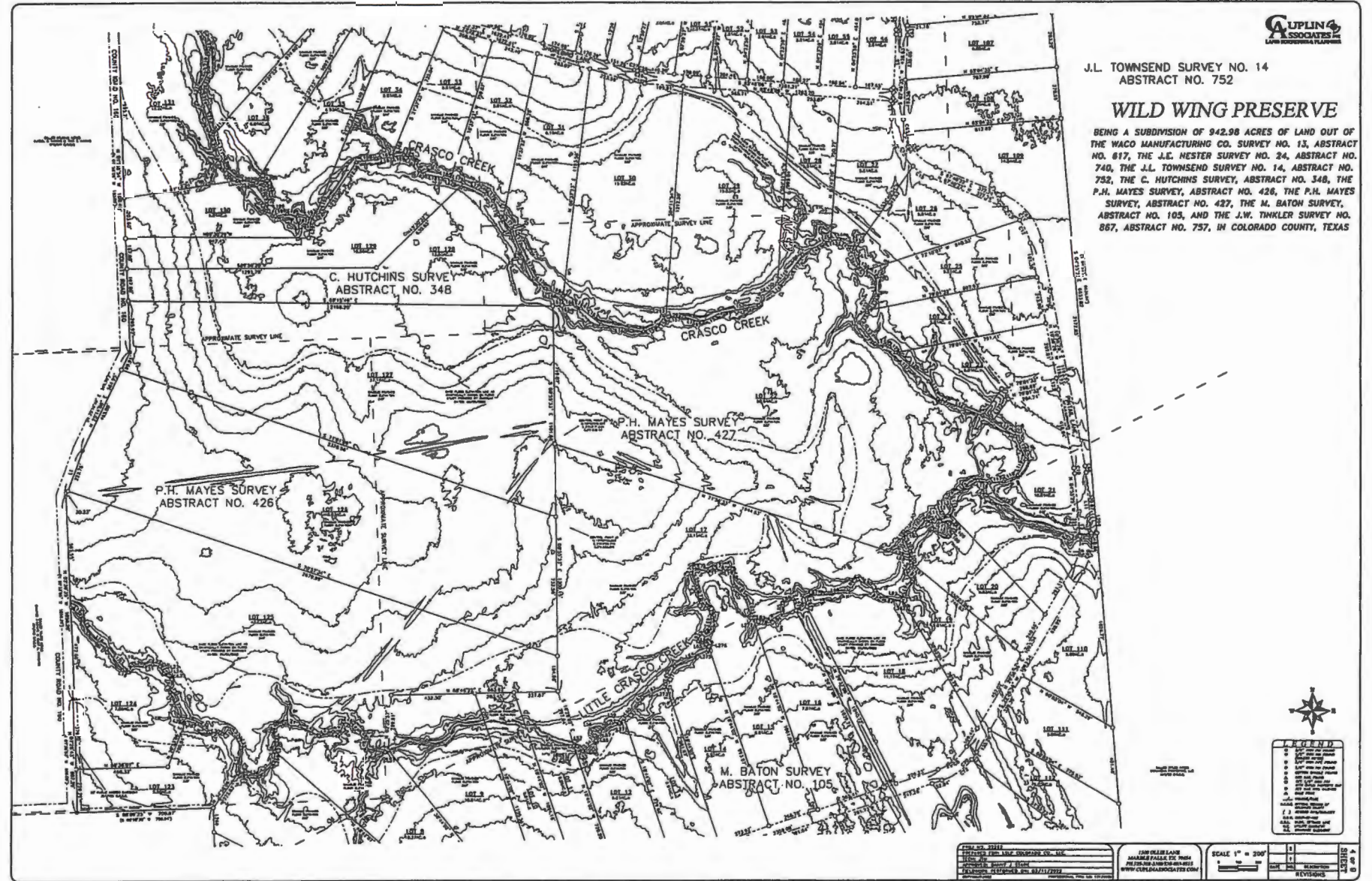
MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

October 24, 2022



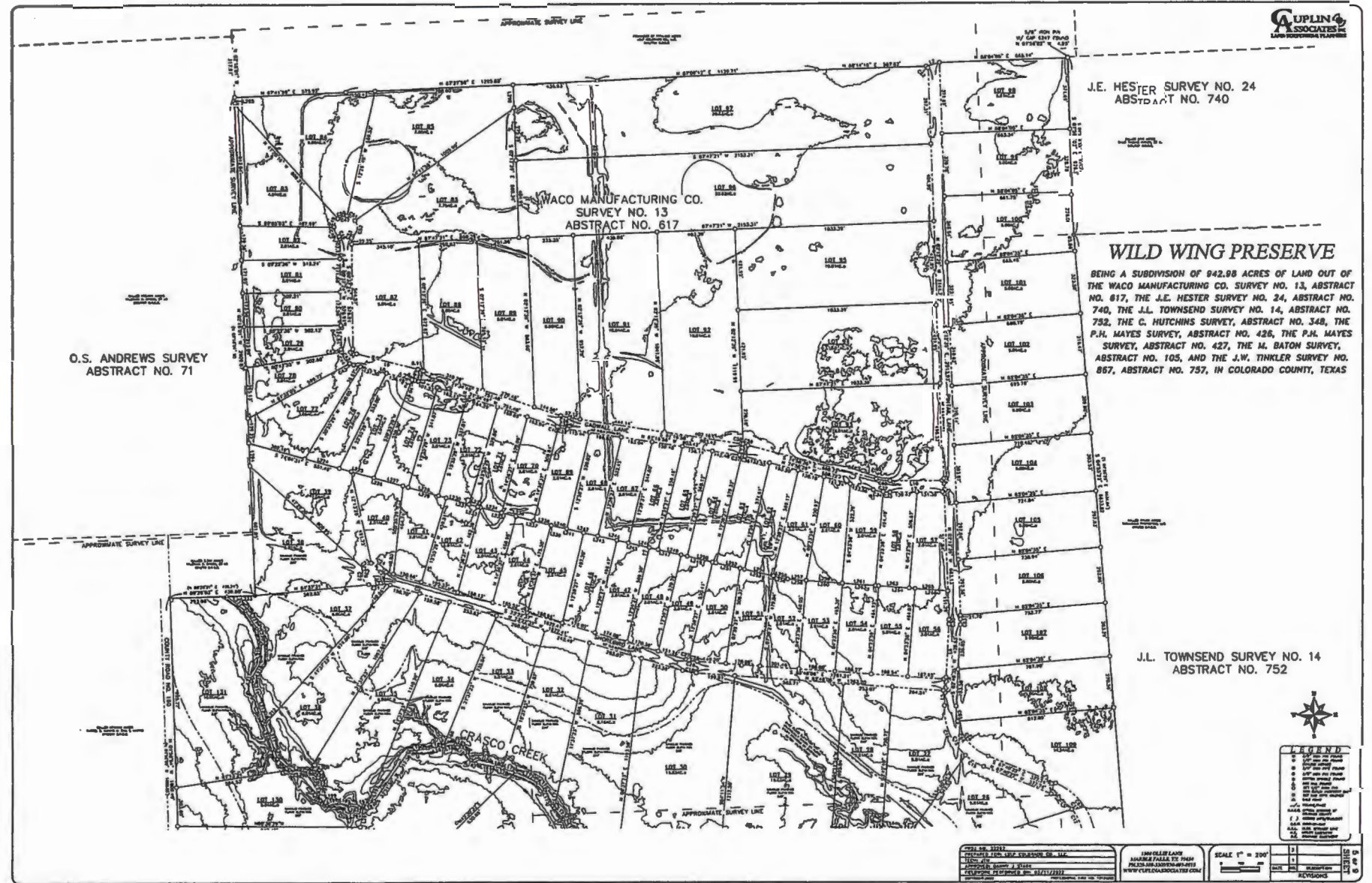
MINUTES OF THE COLORADO COUNTY
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October 24, 2022



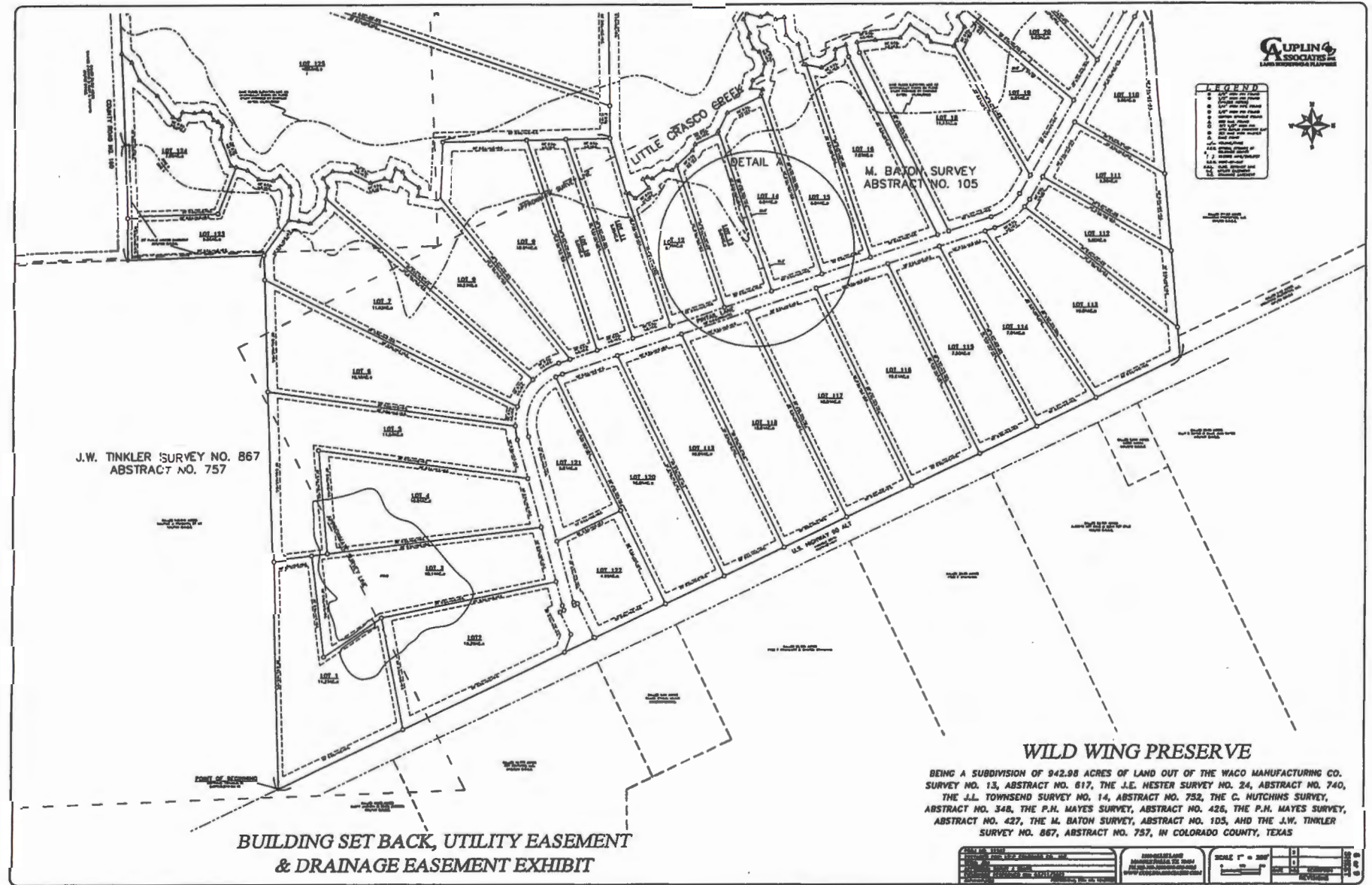
**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING**

October 24, 2022



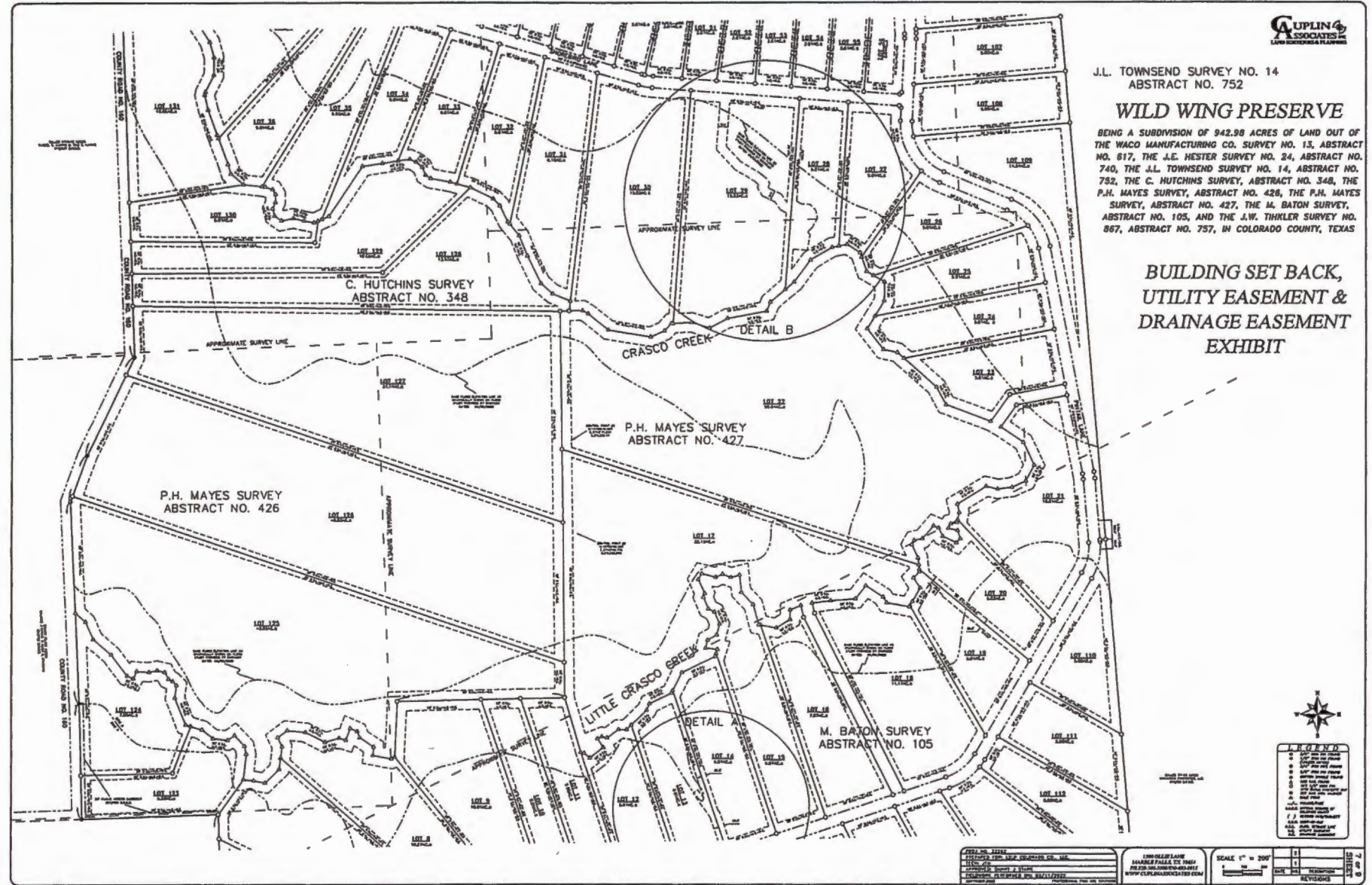
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October 24, 2022



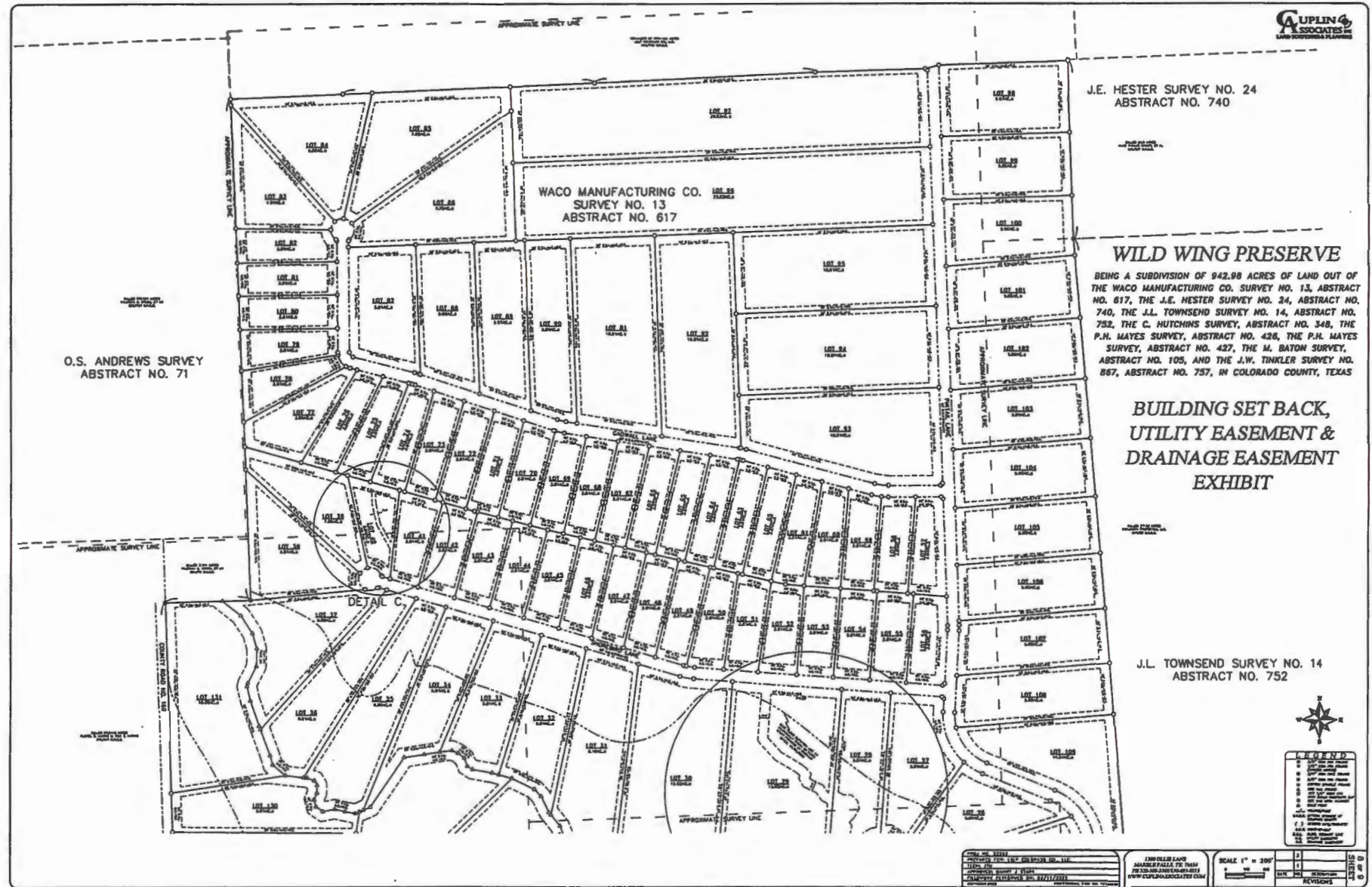
MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

October 24, 2022



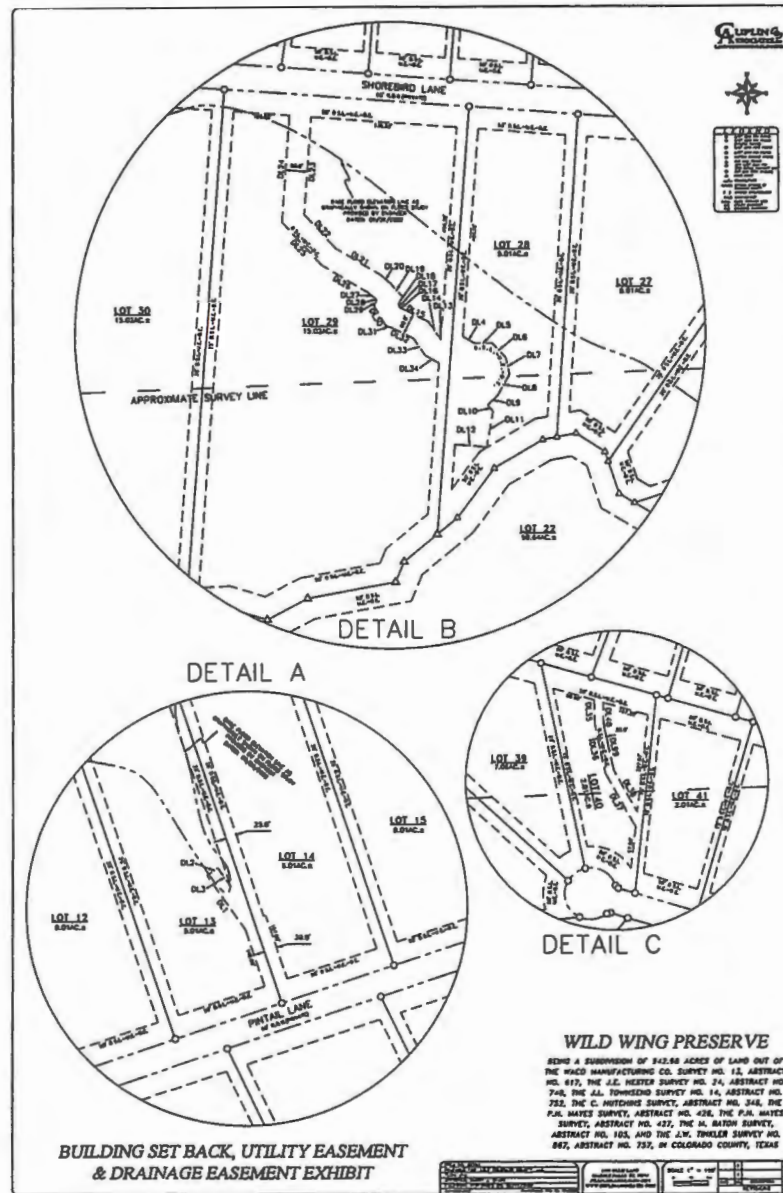
**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING**

October 24, 2022



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

October 24, 2022



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

October 24, 2022

- ___6. **Public Hearing:** Concerning the Partial Replat of Big Easy Ranch Estates, Section One, Lots 28-32, Reserve "C", Mallard Lane Right-of-Way and Upland Drive Right-of-Way, located in Precinct 3. (Neuendorff)

Public Hearing was open at 9:14 A.M.

No public comment.

Public Hearing was closed at 9:15 A.M.

- ___7. Partial Replat of Big Easy Ranch Estates, Section One, Lots 28-32, Reserve "C", Mallard Lane Right-of-Way and Upland Drive Right-of-Way, located in Precinct 3. (Neuendorff)

Motion by Commissioner Neuendorff to approve a Partial Replat of Big Easy Ranch Estates, Section One, Lots 28-32, Reserve "C", Mallard Lane Right-of-Way and Upland Drive Right-of-Way, located in Precinct 3; seconded by Commissioner Wessels; 4 ayes 0 nays; motion carried; it was so ordered.

(See Attachment)

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

October 24, 2022

FILED FOR RECORD
COLORADO COUNTY, TX

2022 OCT -3 PM 2:48

SUBDIVISION APPLICATION
for Colorado County, Texas

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

KIMBERLY WENKE
COUNTY CLERK

PROPOSED NAME OF SUBDIVISION: PARTIAL REPLAT - BIG EASY RANCH ESTATES, SECTION ONE

PRECINCT IN WHICH THE SUBDIVISION LIES: 3
PRECINCT COMMISSIONER: KEITH NEUENDORFF

NAME OF PROPERTY OWNER: BILLY BROWN - BIG EASY RANCH DEVELOPMENT, LLC
Address: 2400 BRUNES MILL RD, COLUMBUS, TX 78933
Telephone No: 979-733-8635

NAME OF APPLICANT: DAYNE RICE / STEVE WILSON
Company: WILSON ENGINEERING
Address: 208 FOWLKS ST, SEALY TX 77474
Telephone No: 979-885-3344

DATE PLAT FILED: 9-15-2022

TOTAL ACREAGE OF DEVELOPMENT: 8.916 ACRES
INTENDED USE OF LOTS:
Residential: Commercial/Industrial: N/A
TOTAL NUMBER OF LOTS: 5

FRONTAGE ON EXISTING ROAD:
COUNTY ROAD: 100' (FROM BRUNES MILL RD)
STATE ROAD: N/A
OTHER ROAD: N/A

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

SCHOOL DISTRICT(S): COLUMBUS I.S.D.

NEW ROADS IN DEVELOPMENT:
PUBLIC ROADS: _____

PRIVATE ROADS: 900' - MALLARD LANE (CURRENTLY UNDER CONSTRUCTION)

SOURCE OF WATER: PUBLIC WATER SYSTEM - BIG EASY AGUA, LLC
(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: N/A
FISCAL SECURITY EXPIRATION DATE (if applicable): N/A

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**

October 24, 2022

**UTILITY CHECKLIST
for Colorado County, Texas**

This form must be filled out in its entirety and submitted with Subdivision Application, Final Survey Application, and Infrastructure Development Plan and Final Survey Application.

UTILITY CHECKLIST INSTRUCTIONS:

Applicant must take copy of plat to each utility for review and comment to ensure coordination for any and all easements required as a condition of utility service or tract access. Original signatures required.

ELECTRIC UTILITY: Company Name: SAN BERNARD ELECTRIC
Contact Name: TRAVIS HELBRIG Phone Number: 979-665-3771
Approved As-Is: _____ Easement(s) Required: _____
Describe Required Easement(s): _____

Signature: _____ Title: _____

TELEPHONE UTILITY: Company Name: A.T.T.
Contact Name: _____ Phone Number: _____
Approved As-Is: _____ Easement(s) Required: _____
Describe Required Easement(s): _____

Signature: _____ Title: _____

WATER UTILITY (If Applicable): Company Name: BIG EASY AQUA
Contact Name: BILLY BROWN Phone Number: _____
Approved As-Is: _____ Easement(s) Required: _____
Describe Required Easement(s): _____

Signature: _____ Title: _____

SEWER UTILITY (If Applicable): Company Name: INDIVIDUAL O.SSF's
Contact Name: COUNTY PERMIT DEPT Phone Number: _____
Approved As-Is: _____ Easement(s) Required: _____
Define Required Easement(s): _____

Signature: _____ Title: _____

TEXAS DEPARTMENT OF TRANSPORTATION (If frontage on state-maintained roadway):
Contact Name: _____

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

October 24, 2022

Sharon Marsalia

From: Dayne Rice <drice@wilsonengr.com>
Sent: Thursday, September 15, 2022 4:30 PM
To: Ty Prause; Keith Neuendorff; Caleb Tello; Sharon Marsalia; CCPermits
Cc: Melanie Willingham; Steve Wilson - Work; Doug Talbot
Subject: Preliminary Partial Replat - Big Easy Ranch Estates - Section One - Bruner Mill Road - Colorado County - 20037.4
Attachments: 20220915 - Partial Replat - Big Easy Ranch Estates - Section One.pdf; Transmittal Letter.pdf

Good Afternoon Everyone,

I wanted to send you a pdf of the proposed replat we will be submitting tomorrow morning for review and approval.

We are making Lots 28 - 32 larger and fronting them on Mallard Lane, modifying Mallard Lane right-of-way to save some trees and cutting off Upland Lane and making it part of the reserve.

The modification of Upland Lane will allow us to rename it Bobwhite Lane all the way from Big Easy Ranch Lane.

The 911 addresses have already been modified and approved through Caleb. (I believe)

All of these revisions are to improve the existing Lots and save live oak trees within the subdivision.

If possible, we would like to also ask to be placed on the list for the next commissioners court agenda for approval.

Please let us know if you have any questions or concerns.

Thanks
Dayne Rice

Wilson Engineering Company
208 Fowlkes Street
Sealy, Texas 77474
Ph: 979.885.3344

EXTERNAL email: Exercise caution when opening. Do not click on links or open attachments without verifying the sender's intent.

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

October 24, 2022

**Preliminary Plat Checklist
Colorado County, Texas**

SUBDIVISION NAME: PARTIAL REPLAT - BIG EASY RANCH ESTATES
SECTION ONE

APPLICATION MATERIALS:

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

GENERAL INFORMATION:

Comments:

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

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

October 24, 2022

FLOODPLAIN & DRAINAGE INFORMATION:

- 100-year floodplain and floodway _____
- Streams, rivers, ponds, lakes _____

STREETS & RIGHT OF WAY INFORMATION:

- Location, length and ROW widths _____
- Location and size of access easements _____

WATER, WASTEWATER, UTILITIES INFORMATION:

- Electric, phone, gas, utility providers _____
- Location of utility easements _____
- Water & sewer utility providers _____

PLAT NOTES:

- Water Supply Note _____
- Sewage Disposal Note _____

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

October 24, 2022

Kimberly Menke
Colorado County Clerk
318 Spring Street, Room 103
Columbus, TX 78934



PAYMENT RECEIPT

Payment Type: Check #6990	Receipt Number: 296297
Paid Amount: \$ 225.00	Date Paid: 10/03/2022
Paid By: Wilson Engineering Company	Received By: Michelle Kollmann

Fee	Amount Owed	Amount Paid	Balance Owed
Subdivision Plat Application Fee	\$ 100.00	\$ 100.00	\$ 0.00
Lot Fee Up to 50 Lots	\$ 125.00	\$ 125.00	\$ 0.00
Totals:	\$ 225.00	\$ 225.00	\$ 0.00

Payment Remarks: Big Easy Ranch Estates Section 1

Amount Paid:	\$ 225.00
Amount Applied:	\$ 225.00
Change Due:	\$ 0.00

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

October 24, 2022

Wilson Engineering Company, PLLC	
208 Fowlkes Street Sealy, Tx. 77474 979 885-3344 Fax 979 885-3379	Date September 15, 2022

TO: Colorado County Judge	Big Easy Ranch Estates - Section 1
Ty Prause	Partial Replat - 20037
400 Spring Street, Room 107	
Columbus, TX 78934	

WE ARE FORWARDING TO YOU:

- Estimates
- Plans
- Copy of Letters
- Proposals

- Samples
- Prints
- Plats

THESE ARE TRANSMITTED

- For recordation
- For your use
- As requested
- For review and comment

No. of Copies	Drawing NO.	Last Dated	Description
3		September 15, 2022	24 X 36 3 Page Paper Print
1		September 15, 2022	\$425.00 Submittal Fee - Check # 6966
1		September 15, 2022	Preliminary Plat Checklist
1		September 15, 2022	Subdivision Application
1		September 15, 2022	Letter of Water/Wastewater Availability

PLEASE NOTE: _____

CC. _____

By 

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

October 24, 2022

PUBLIC NOTICE FOR REPLAT

**REQUEST FOR PARTIAL REPLAT OF BIG EASY RANCH ESTATES, SECTION ONE, LOTS 28 - 32,
RESERVE "C", MALLARD LANE RIGHT-OF-WAY AND UPLAND DRIVE RIGHT-OF-WAY.**

**ONE PUBLIC HEARING SHALL BE HELD AT WHICH ALL PERSONS INTERESTED IN THE PROPOSED
REPLAT SHALL BE GIVEN AN OPPORTUNITY TO BE HEARD.**

**THE PUBLIC HEARING WILL BE HELD AT THE REGULAR COMMISSIONER'S COURT MEETING
SCHEDULED FOR OCTOBER 24, 2022 AT 9:00 AM AT THE COLORADO COUNTY COURTHOUSE
LOCATED AT 400 SPRING STREET, COLUMBUS, TEXAS.**

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

October 24, 2022

PUBLISHER'S AFFIDAVIT

State of Texas

County of Colorado

Before me, the undersigned authority, on this day personally appeared Trenton Whiting who being duly sworn, deposes and says that she is the newspaper representative of the Colorado County Citizen, that said newspaper is regularly published in Colorado County, Texas, and generally circulated in Columbus, Texas; and that the notice, a copy of which is hereto attached, was published in said newspaper on the following:

DAY(S): September 28, October 5 + October 12

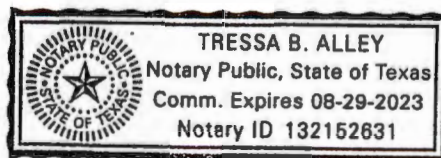
Trenton Whiting
Publisher or Designee Signature

Sworn and subscribed before me on this the 19 day of October, 2022.

Tressa Alley
Notary Public Signature

Tressa B. Alley
Printed Name of Notary Public

My commission expires 8-29-2023. (Affix Notary Seal Above)



MINUTES OF THE COLORADO COUNTY COMMISSIONER'S COURT REGULAR MEETING

October 24, 2022

Wednesday, September 28, 2022

The Colorado County Citizen

13

Citizen Classifieds

Ad rate \$12 for 15 words; each additional word 50 cents
Add deadline noon Friday. 979-732-2304, coloradocountycitizen.com

HELP WANTED HELP WANTED HELP WANTED HELP WANTED HELP WANTED HELP WANTED SERVICES SERVICES SERVICES

NOW HIRING NURSES

2 CNAs

Sign-On Bonus Up To \$4,000 - Weekday & Weekend Shifts - Competitive Wages

Apply in Person;
Contact Director of Nursing at TriCare Living Center
1511 Montezuma St. - Columbus, TX
979-733-0500



Office 979-733-0500 | Fax 979-733-0097

Colorado County Appraisal District

Position: Residential Appraiser

Start Date: August 2022

The Colorado County Appraisal District is accepting applications for the position of Residential Appraiser. Resumes and/or applications will be accepted until filled.

Position Description: Performs activities and functions associated with the appraisal of residential properties within assigned area. These include - data collection, site inspection, analysis and application of generally accepted appraisal practices, assist in the ADR hearing process and taxpayer inquiries. Applicant is expected to complete or must already have successfully completed coursework and the other requirements for the certification of Registered Professional Appraiser with the Texas Department of Licensing and Regulation.

Qualifications: High school graduate, related college coursework, or related experience or knowledge of real estate matters, appraisal practices, and construction techniques. Adequate computer, database, and clerical skills are preferred. Applicant must have good public relation skills and capacity to work with office staff and general public. Applicant must have reliable transportation, and a valid Texas driver's license, proof of liability insurance and a verifiable, acceptable driving record.

Salary & Benefits: Based on level of experience. Benefits include employee health insurance, retirement plan, vacation, holidays, etc. Advancement potential based on merit.

Please submit completed applications and resumes to chiefappraiser@coloradocountytx.com. Applications can be found on the Colorado County Appraisal District website, www.coloradocountytx.com.

RAYMOND HALFMANN HAULING

Maintainer & Screenings • Gravel • Fill Dirt • Other Types Dirt
(979) 357-4849
4217 Skokah Rd • New Ulm • TX 78950

HELP WANTED WANTED WANTED

Glidden Baptist Church is now hiring a Pre-School Caregiver. Must be 18 or older with a High School diploma or GED, CPR training and Life Saving preferred (if not, we will train). There will be a background check. Call 512-740-9478.

Position available for someone who is able to multi-task and be a team player. Knowledge of Aggregate industry and Bolts/Nuts a plus. Inside Sales counter/warehouse, data entry for quoting and system price updates. Must be detail oriented, dependable, self-motivated and a fast learner. Mail resume to P.O. Box 40, Columbus, TX 78934 or email colbj@scglobal.net

Land to Lease for grazing and production. Call Zach Kalina 361-772-6666

Find buyers now. Call 979-732-2204 to list your real estate property today.

Wanted to Rent. Oct, Nov & Dec. Old homestead with electric availability Near FM 2434. Call 979-244-6633

www.ColoradoCountyCitizen.com

HELP WANTED SERVICES

CLASSIFIEDS continue on page 14.

ADVERTISING WORKS!

Call for details. 979-732-2304.

Demolition of old barns, sheds, farm houses, general clean-up of metal/ tin. 979-733-7334

LEGAL LEGAL LEGAL

CITATION BY PUBLICATION

Determination of Heirship and Application for Independent Administration

THE STATE OF TEXAS
TO ALL PERSONS INTERESTED IN THE ESTATE OF

DAVID LLOYD ROLLINS, DECEASED
Cause No. 11766
In the Probate Court of Colorado County, Texas

The alleged heir(s) at law in the above-numbered and entitled estate filed an Application to Determine Heirship and Application for Independent Administration in this estate on 14th day of September, 2022, requesting that the Court determine who are the heirs and only heirs of DAVID LLOYD ROLLINS, DECEASED, and their respective shares and interests in such estate.

The court may act on these applications at any call of the docket on or after 6:00 a.m. on the first Monday next after the expiration of ten (10) days from the date of publishing this citation.

All persons interested in this case are cited to appear before this Honorable Court by filing a written contest or answer to these Applications should they desire to do so. To ensure its consideration, you or your attorney must file any objections, intervention, or response in writing with the County Clerk of Colorado County, Texas on or before 10:00 a.m. of the Monday next after the expiration of ten days from the date of publishing this citation.

GIVEN UNDER MY HAND AND SEAL OF SAID COURT this 15th day of September, 2022

Kimberly Mearns, Colorado County Clerk
218 Spring Street, Suite 103
Columbus, Texas, 78734



PUBLIC NOTICE FOR REPLAT

REQUEST FOR PARTIAL REPLAT OF BIG EASY RANCH ESTATES, SECTION ONE, LOTS 28 - 32, RESERVE "C", MALLARD LANE RIGHT-OF-WAY AND UPLAND DRIVE RIGHT-OF-WAY.

ONE PUBLIC HEARING SHALL BE HELD AT WHICH ALL PERSONS INTERESTED IN THE PROPOSED REPLAT SHALL BE GIVEN AN OPPORTUNITY TO BE HEARD.

THE PUBLIC HEARING WILL BE HELD AT THE REGULAR COMMISSIONER'S COURT MEETING SCHEDULED FOR OCTOBER 24, 2022 AT 9:00 AM AT THE COLORADO COUNTY COURTHOUSE LOCATED AT 400 SPRING STREET, COLUMBUS, TEXAS.



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LEGAL LEGAL

NOTICE TO ALL PERSONS HAVING CLAIMS AGAINST THE ESTATE OF MILDRED JONES, DECEASED

Notice is hereby given that original Letters Testamentary for the Estate of Mildred Jones, Deceased, were issued on August 16, 2022, under Docket No. 11689, pending in the County Court of Colorado County, Texas, to Quindora Byrd, Independent Executor.

Claims may be presented as follows: Representative, Estate of Mildred Jones, c/o Carl Dawson, Ryan & Dawson, 770 S. Post Oak Ln., Ste. 600, Houston, Texas 77056.

All persons having claims against this estate, which is currently being administered, are required to present them within the time and in the manner prescribed by law.

Dated this 9th day of September, 2022.

/s/ Carl Dawson
Ryan & Dawson
Attorneys for Applicant
State Bar No. 05599100
770 S. Post Oak Lane, Suite 600
Houston, Texas 77056

Docket No. 53779

Notice for Publication

NOTICE OF APPLICATION OF FOREST OAKS WATER SUPPLY CORPORATION TO DECERTIFY ITS CERTIFICATE OF CONVENIENCE AND NECESSITY AND OBTAIN AN EXEMPT UTILITY REGISTRATION FOR WATER UTILITY SERVICE IN COLORADO COUNTY, TEXAS

Forest Oaks Water Supply Corporation has filed a petition with the Public Utility Commission of Texas to decertify its water Certificate of Convenience and Necessity (CCN) No. 12847 and obtain an exempt utility registration for water utility service in Colorado County, Texas.

The requested area includes 9 customer connections, is located approximately 10.2 miles southwest of downtown Eagle Lake, Texas, and is generally bounded on the north by Indian Trail Drive; on the east by Skull Creek; on the south by the end of Forest Oak Drive; and on the west by Dandine Deer Road.

The requested area includes approximately 176 acres of decertified area from Forest Oaks WSC (CCN No. 12847) and obtaining 126 acres of a new Exempt Utility.

The application proposes the subtraction of approximately 126 acres from CCN No. 12847 and the addition of approximately 126 acres to new Exempt Utility.

A copy of the map showing the requested area is available at: 1097 Forest Oak Drive, Altair, TX 77412.

Persons who wish to protest or comment on this petition, you notify the utility and must file your protest with the Public Utility Commission, P.O. Box 11326, Austin, Texas 78711-3326, or call the Public Utility Commission at (512) 936-7120 or (888) 782-8477. Hearing- and speech-impaired individuals with text telephones (TTY) may contact the commission at (512) 936-7136. The deadline for intervention in the proceeding is 30 days from the mailing or publication of notice, whichever occurs later, unless otherwise provided by the presiding officer. You must send a letter requesting intervention to the commission which is received by that date. The letter must include the person's name, address, email address and fax number if applicable. Only those individuals who submit a written protest will receive notice if a hearing is scheduled.

If a valid public hearing is requested, the Commission will forward the application to the State Office of Administrative Hearings (SOAH) for a hearing. If no settlement is reached and an evidentiary hearing is held, SOAH will submit a recommendation to the Commission for a final decision. An evidentiary hearing is a legal proceeding similar to a civil trial in a state district court.

Si desea información en español, puede llamar al 1-888-782-8477.

Early Notice and Public Review of a Proposed Activity in a 100-Year Floodplain

To: All interested Agencies, Groups and Individuals on 9/28/2022: This is to give notice that City of Eagle Lake has determined that the following proposed action under the HOME program contract 2020-0036 is located in the 100-year floodplain, and the City of Eagle Lake will be identifying and evaluating practicable alternatives to locating the action in the floodplain and the potential impacts on the floodplain from the proposed action, as required by Executive Order 11988, in accordance with HUD regulations at 24 CFR 55.20 Subpart C Procedures for Making Determinations on Floodplain Management and Protection of Wetlands. City of Eagle Lake is proposing to assist between 1 and 50 single-family owner-occupied homeowners if funding becomes available. This is a tiered review and based on multi-year releases of HOME funds. The maximum amount to be utilized for reconstructions is from \$135,000 to \$150,000 based on number of bedrooms. This tiered review covers reservations 2020-0036 and all associated contracts as well as any additional HOME funds awarded in the next 5-year period to include 2021, 2022, 2023, 2024, and 2025 under this same scope of work. The following two properties are located within the 100-yr floodplain: (1) 403 W A ST, EAGLE LAKE, TX 77434, FEMA Panel No. 48089CD455D, Effective Date 2/4/2011, Zone AE, 0.05 acres in floodplain, BFE 167 ft (2) 611 E D St, Eagle Lake, TX 77434, FEMA Panel No. 48089CD455D, Effective Date 2/4/2011, Zone AE, 0.05 acres in floodplain, BFE 167 ft. The project shall include activities within approximately 0.10 acres of the 100-year floodplain. There are three primary purposes for this notice: (1) People who may be affected by activities in floodplains and those who have an interest in the protection of the natural environment should be given an opportunity to express their concerns and provide information about these areas. Commenters are encouraged to offer alternative sites outside of the floodplain, alternative methods to serve the same project purpose, and methods to minimize and mitigate impacts; (2) An adequate public notice program can be an important public educational tool. The dissemination of information and request for public comment about floodplains can facilitate and enhance Federal efforts to reduce the risks and impacts associated with the occupancy and modification of these special areas; and (3) As a matter of fairness, when the Federal government determines it will participate in actions taking place in floodplains, it must inform those who may be put at greater or continued risk. Written comments must be received on or before 10/13/2022 by City of Eagle Lake at 100 East Main Street, Eagle Lake, TX 77434-0038, (979) 234-2640. Attention: Tim Kelley, Mayor, during regular business hours 9:00am to 4:00pm. A full description of the project may also be reviewed during regular business hours at 100 East Main Street, Eagle Lake, TX 77434-0038. Comments may also be submitted via email to micalah@grantworks.net.

Notificación Temprana y Revisión Pública de una Actividad Propuesta en una Llanura de Inundación de 100 Años

Para: Todas las agencias, grupos e individuos interesados el 28/9/2022: Esto es para notificar que la ciudad de Eagle Lake ha determinado que la siguiente acción propuesta bajo el contrato del programa HOME 2020-0036 está ubicada en la llanura aluvial de 100 años, y la ciudad de Eagle Lake identificará y evaluará alternativas yaciables para ubicar la acción en la llanura aluvial y los impactos potenciales en la llanura aluvial de la acción propuesta, según lo requiere la Orden Ejecutiva 11988, de acuerdo con las regulaciones de HUD en 24 CFR 55.20 Subparte C. Procedimientos para hacer Determinaciones sobre Manejo de Llanuras de Inundación y Protección de Humedales. La ciudad de Eagle Lake propone ayudar entre 1 y 50 propietarios de viviendas unifamiliares ocupadas por sus propietarios si hay fondos disponibles. Esta es una revisión escalonada y se basa en lanzamientos de fondos de HOME de varios años. El monto máximo que se utilizará para reconstrucciones es de \$ 135,000 a \$ 150,000 según la cantidad de dormitorios. Esta revisión escalonada cubre las reservas 2020-0036 y todos los contratos asociados, así como cualquier fondo adicional de HOME otorgado en el próximo período de 5 años para incluir 2021, 2022, 2023, 2024 y 2025 bajo este mismo alcance de trabajo. Las siguientes tres propiedades están ubicadas dentro de la llanura aluvial de 100 años:(1) 403 W A ST, EAGLE LAKE, TX 77434, Panel No. 48089CD455D, Fecha de entrada en vigor 2/4/2011, Zona AE, 0.05 acres en llanura de inundación, BFE 167 (2) 611 E D St, Eagle Lake, TX 77434, Panel No. 48089CD455D, Fecha de entrada en vigor 2/4/2011, Zona AE, 0.05 acres en llanura de inundación, BFE 167. El proyecto deberá incluir actividades dentro de aproximadamente 0.10 acres de la llanura aluvial de 100 años. Hay tres propósitos principales para este aviso: (1) Las personas que pueden verse afectadas por las actividades en las llanuras aluviales y aquellos que tienen interés en la protección del medio ambiente natural deben tener la oportunidad de expresar sus preocupaciones y brindar información sobre estas áreas. Se alienta a los comentaristas a ofrecer sitios alternativos fuera de la llanura aluvial, métodos alternativos para cumplir el mismo propósito del proyecto y métodos para minimizar y mitigar los impactos; (2) Un programa de aviso público adecuado puede ser una herramienta educativa importante. La difusión de información y la solicitud de comentarios públicos sobre las llanuras aluviales pueden facilitar y mejorar los esfuerzos federales para reducir los riesgos e impactos asociados con la ocupación y modificación de estas áreas especiales; y (3) Como una cuestión de equidad, cuando el gobierno federal determina que participará en acciones que se lleven a cabo en las llanuras aluviales, debe informar a quienes pueden correr un riesgo mayor o continuo. Los comentaristas por escrito deben recibirse el 13/10/2022 o antes en la Ciudad de Eagle Lake en 100 East Main Street, Eagle Lake, TX 77434-0038, (979) 234-2640. Atención: Tim Kelley, Alcalde, durante el horario comercial regular de 9:00 a.m. a 4:00 p.m. También se puede revisar una descripción completa del proyecto durante el horario comercial regular en 100 East Main Street, Eagle Lake, TX 77434-0038. También se pueden enviar comentarios por correo electrónico a micalah@grantworks.net.

MINUTES OF THE COLORADO COUNTY COMMISSIONER'S COURT REGULAR MEETING October 24, 2022

Wednesday, October 5, 2022

City of Colorado County Citizen

13

Citizen Classifieds

Ad rate \$12 for 15 words; each additional word 50 cents
Add deadline noon Friday. 979-732-2304, coloradocountycitizen.com

GARAGE SALE	GARAGE SALE	SERVICES	LEGAL
<p>Remodeling Sale Fri Oct 7 & Sat Oct 8 - 9 to 5 at 1929 Bowtle St. 2 large window w/c, vintage ceiling lights & fans, furniture, dining room set, pictures, vintage door & cabinet hardware, high-end girls clothing, household decor & more. NO EARLY SALES</p> <p>Huge Multi-Family SALE Antiques, Hunting, Camping, Household, Furniture, New Items Still in Box, Something for</p>	<p>Everyone. 1425 CR 104, Columbus. 7 Miles South of Town - Follow Signs. Friday 7th, Noon-5P; Sat 8th, 9A-4P; Sun 9th, 9A-3P. Prices Negotiable.</p> <p>Huge Garage Sale Oct 7&8 at 8A-6P on Stinus Lane; lots of kids & infant clothes, women's men clothes, sheets, Beanie Babies, toys, craft, glass beads, material, scraps, new roll-away bed, skill saw blades & much more.</p>	<p>RAYMOND HALFMANN HAULING Maintainer & Screenings • Gravel • Fill Dirt • Other Types Dirt (979) 357-4849 4217 Skelok Rd • New Ulm • TX 78950</p>	<p style="text-align: right;">Docket No. 53779</p> <p style="text-align: center;">Notice for Publication</p> <p>NOTICE OF APPLICATION OF FOREST OAKS WATER SUPPLY CORPORATION TO DECERTIFY ITS CERTIFICATE OF CONVENIENCE AND NECESSITY AND OBTAIN AN EXEMPT UTILITY REGISTRATION FOR WATER UTILITY SERVICE IN COLORADO COUNTY, TEXAS</p> <p>Forest Oaks Water Supply Corporation has filed a petition with the Public Utility Commission of Texas to decertify its water Certificate of Convenience and Necessity (CCN) No. 12847 and obtain an exempt utility registration for water utility service in Colorado County, Texas.</p> <p>The requested area includes 2 customer connections, is located approximately 10.2 mile(s) southwest of downtown Eagle Lake, Texas, and is generally bounded on the north by Indian Trail Drive; on the east by Skull Creek; on the south by the end of Forest Oak Drive; and on the west by Danzine Deer Road.</p> <p>The requested area includes approximately 176 acres of decertified area from Forest Oaks WSC (CCN No. 12847) and obtaining 176 acres of a new Exempt Utility.</p> <p>The application proposes the subtraction of approximately 126 acres from CCN No. 12847 and the addition of approximately 176 acres to new Exempt Utility.</p> <p>A copy of the map showing the requested area is available at: 1097 Forest Oak Drive. Altair, TX 77412.</p> <p>Persons who wish to protest or comment on this petition, you notify the utility and must file your protest with the Public Utility Commission, P.O. Box 11326, Austin, Texas 78711-3326, or call the Public Utility Commission at (512) 936-7120 or (888) 782-8477. Hearing- and speech-impaired individuals with text telephones (TTY) may contact the commission at (512) 936-7135. The deadline for intervention in the proceeding is 30 days from the mailing or publication of notice, whichever occurs later, unless otherwise provided by the presiding officer. You must send a letter requesting intervention to the commission which is received by that date. The letter must include the person's name, address, email address and fax number if applicable. Only those individuals who submit a written protest will receive notice if a hearing is scheduled.</p> <p>If a valid public hearing is requested, the Commission will forward the application to the State Office of Administrative Hearings (SOAH) for a hearing. If no settlement is reached and an evidentiary hearing is held, SOAH will submit a recommendation to the Commission for a final decision. An evidentiary hearing is a legal proceeding similar to a civil trial in a state district court.</p> <p>Si desea información en español, puede llamar al 1-888-782-8477.</p>
<p>GARAGE SALE Marilyn Schobel & Friends OCT. 7TH 8AM-6PM OCT. 8TH 8AM-3PM 1348 Schobel Rd, Columbus.</p> <p>Bassett solid wood king bedroom furniture, cherry wood antique dining set, housewares kitchen, jewelry, exercise equipment, artist products, collectibles, clothing all sized-adult, teen & baby clothes, toys</p>	<p>HELP WANTED HELP WANTED</p> <p>Glidden Baptist Church is now hiring a Pre-School Caregiver. Must be 18 or older with a High School diploma or GED. CPR training and Life Saving preferred (if not, we will train). There will be a background check. Call 512-740-9478.</p> <p>Position available for someone who is able to multi-task and be a team player. Knowledge of Aggregate industry and Bolts/Nuts a plus. Inside Sales counter/warehouse, data entry for quoting</p> <p>and system price updates. Must be detail oriented, dependable, self-motivated and a fast learner. Mail Resume to: RD, Box 40, Columbus, TX 78934 or email colbrg@sjoglobal.net</p> <p>Hwy 71 Ranch. Wanted Ranch Hand Available to work M-F and every other week-end. Job duties: feeding, cleaning, painting, mowing and general ranch work. Call to set up interview 832-627-5147</p> <p>HELP WANTED Classifieds continue on page 14.</p>	<p style="text-align: center;">PUBLIC NOTICE FOR REPLAT</p> <p>REQUEST FOR PARTIAL REPLAT OF BIG EASY RANCH ESTATES, SECTION ONE, LOTS 28 - 32, RESERVE "C"; MALLARD LANE RIGHT-OF-WAY AND UPLAND DRIVE RIGHT-OF-WAY.</p> <p>ONE PUBLIC HEARING SHALL BE HELD AT WHICH ALL PERSONS INTERESTED IN THE PROPOSED REPLAT SHALL BE GIVEN AN OPPORTUNITY TO BE HEARD.</p> <p>THE PUBLIC HEARING WILL BE HELD AT THE REGULAR COMMISSIONER'S COURT MEETING SCHEDULED FOR OCTOBER 24, 2022 AT 9:00 AM AT THE COLORADO COUNTY COURTHOUSE LOCATED AT 400 SPRING STREET, COLUMBUS, TEXAS.</p>	<p style="text-align: center;">NOTICE TO CREDITORS</p> <p>Notice is hereby given that original Letters Testamentary for the Estate of ROBERT G. LAYTON, Deceased, were issued on September 6, 2022, in Cause No. 00011748, pending in the County Court of COLORADO County, Texas, to: Robert B. Layton and Shelli Laake.</p> <p>All persons having claims against this Estate which is currently being administered are requested present them to the undersigned within the time and in the manner prescribed by law.</p> <p>c/o: J. L. Allen Attorney at Law 401 East 3rd Street Ballettville, Texas 77964</p> <p>DATED the 26th day of September, 2022.</p> <p>ALLEN & ALLEN LAW FIRM, P.C. 401 East Third Street Ballettville, Texas 77964 Telephone: (361) 799-2531 Facsimile: (361) 798-5658</p> <p>By: J.L. Allen State Bar No.: 01041750 Email: jessie@allenattorneys.com Anna Allera Johnson State Bar No.: 24069079 Email: anna@allenattorneys.com Attorneys for Robert B. Layton and Shelli Laake</p>

HELP WANTED

Glidden Baptist Church is now hiring a Pre-School Caregiver. Must be 18 or older with a High School diploma or GED. CPR training and Life Saving preferred (if not, we will train). There will be a background check. Call 512-740-9478.

Position available for someone who is able to multi-task and be a team player. Knowledge of Aggregate industry and Bolts/Nuts a plus. Inside Sales counter/warehouse, data entry for quoting

HELP WANTED
Classifieds continue on page 14.

HELP WANTED **HELP WANTED** **HELP WANTED**

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- 11 Paid Holidays
- Tuition Assistance After 1 Year
- PTO After 90 Days
- Overtime Available

APPLY HERE

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COMMISSIONER'S COURT REGULAR MEETING
October 24, 2022**

Wednesday, October 12, 2022

The Colorado County Citizen

13

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GARAGE SALE	GARAGE SALE	FOR RENT	SERVICES	SERVICES	SERVICES	LEGAL	LEGAL	LEGAL
2nd Chance Garage Sale. Marilyn Schobel & Friends. 1348 Schobel Rd. Columbus. Oct 15-Saturday 8-12. More items added. Everything is price.	ADVERTISING WORKS! Call for details. 979-732-2304.	Fully furnished 18/18 Waterfront upstairs loft. \$1200/mo plus electricity. Everything else included. \$1000 deposit. Background check required. 936-661-8765	RAYMOND HALFMANN HAULING Maintainer & Screenings • Gravel • Fill Dirt • Other Types Dirt (978) 357-4848 4217 Skulak Rd • New Ulm • TX 78950 ☆☆☆☆☆					
GARAGE SALE Tools for plumbing, carpentry, electricians and auto. Electric and plumbing supplies Nails and more CASH ONLY Oct 14-15 8-11:00 1107 Live Oak Ln, Weimar			Prepare for power outages today WITH A HOME STANDBY GENERATOR 50 MONEY DOWN + LOW MONTHLY PAYMENT OPTIONS Request a FREE QUOTE Call 855-704-8579	GENERAC FREE Home Standby Generator	Semi-Annual Trash & Treasure Sale Hwy 109 Industry Oct 14 th - Oct 30 th 10am - 6pm	PUBLIC NOTICE FOR REPLAT REQUEST FOR PARTIAL REPLAT OF BIG EASY RANCH ESTATES, SECTION ONE, LOTS 28 - 32, RESERVE "C", MALLARD LANE RIGHT-OF-WAY AND UPLAND DRIVE RIGHT-OF-WAY. ONE PUBLIC HEARING SHALL BE HELD AT WHICH ALL PERSONS INTERESTED IN THE PROPOSED REPLAT SHALL BE GIVEN AN OPPORTUNITY TO BE HEARD. THE PUBLIC HEARING WILL BE HELD AT THE REGULAR COMMISSIONER'S COURT MEETING SCHEDULED FOR OCTOBER 24, 2022 AT 9:00 AM AT THE COLORADO COUNTY COURTHOUSE LOCATED AT 400 SPRING STREET, COLUMBUS, TEXAS.		
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Hwy 71 Ranch. Wanted Ranch Hand Available to work M-F and every other weekend. Job duties: feeding, cleaning, painting, mowing and general ranch work. Call to set up interview 832-627-5147

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979-733-0500

TruCare
LIVING CENTERS
COLUMBUS
Office 979-733-0500 | Fax 979-733-0097

Colorado County Appraisal District
Position: Residential Appraiser
Start Date: August 2022

The Colorado County Appraisal District is accepting applications for the position of Residential Appraiser. Resumes and/or applications will be accepted until filed.

Position Description: Performs activities and functions associated with the appraisal of residential properties within assigned area. These include - data collection, site inspection, analysis and application of generally accepted appraisal practices; assists in the ARB hearing process and taxpayer inquiries. Applicant is expected to complete or must already have successfully completed coursework and the other requirements for the certification of Registered Professional Appraiser with the Texas Department of Licensing and Regulation.

Qualifications: High School graduate, related college coursework, or related experience or knowledge of real estate markets, appraisal practices, and construction techniques. Adequate computer, database, and clerical skills are preferred. Applicant must have good public relation skills and capacity to work with office staff and general public. Applicant must have reliable transportation, and a valid Texas driver's license, proof of liability insurance and a verifiable, acceptable driving record.

Salary & Benefits: Based on level of experience. Benefits include employee health insurance, retirement plan, vacation, holidays, etc. Advancement potential based on merit.

Please submit completed applications and resumes to applications@coloradocountyappraisal.org. Applications can be found on the Colorado County Appraisal District website, www.coloradocad.org.

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- \$200 Sign-On Bonus
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LOG HOMES
Log Homes - Pay only the balance owed. Just Released: American Log Homes is assisting estate & account settlement on houses. Log Home kits selling for balance owed, free delivery. Model #101 Carolina, bal. \$17,000; Model #303 Georgia, bal. \$19,950; Model #305 Bloori, bal. \$14,500; Model #403 Augusta, bal. \$16,500. View plans at www.americanloghomesandcabins.com; 704-368-4528.

GENERATORS
Prepare for power outages today with a GENERAC home standby generator. 50 Money Down + Low Monthly Payment Options. Request a FREE Quote. Call now before the next power outage: 1-855-704-8579.

MEDICAL
Portable Oxygen Concentrator May Be Covered by Medicare! Reclaim independence and mobility with the compact design and long-lasting battery of Inogen One. Free information kit! Call 866-747-9983.

DENTAL INSURANCE from Physicians Mutual Insurance Company. Coverage for 350 plus procedures. Real dental insurance - NOT just a discount plan. Do not wait! Call now! Get your FREE Dental Information Kit with all the details! 1-855-901-0467 www.dental3oplus.com/express#6258

WANTED
Need Extra Cash - I Buy RVs & Mobile Homes - Travel Trailers, 5th Wheels, Goosenecks, Bumper Pulls. In Any Area, Any Condition - Old/New, Dirty or Clean! I PAY CASH. No Title - No Problem, we can apply for one. We go anywhere in Texas. ANR Enterprises, 956-466-7001.

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Thank You!
Our Advertisers, Subscribers & Readers are the stars that keep the local news going!

NOTICE: While most advertisers are reputable, we cannot guarantee products or services advertised. We urge readers to use caution and when in doubt, contact the Texas Attorney General at 800-621-0508 or the Federal Trade Commission at 877-FTC-HELP. The FTC web site is www.ftc.gov/ftzop.

MINUTES OF THE COLORADO COUNTY COMMISSIONER'S COURT REGULAR MEETING

October 24, 2022

STATE OF TEXAS COUNTY OF COLORADO SHOW ALL MEN BY THESE PRESENTS, THAT THE EAST RANCH DEVELOPMENT, LLC, A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF TEXAS...

BY: [Signature] DAVID L. BROWN, JR., PRESIDENT THE EAST RANCH DEVELOPMENT, LLC

STATE OF TEXAS COUNTY OF COLORADO BEFORE ME, THE UNDERSIGNED SHERIFF, ON THIS DAY PERSONALLY APPEARED DAVID L. BROWN, JR., PRESIDENT OF THE EAST RANCH DEVELOPMENT, LLC...

DAVID L. BROWN, JR., PRESIDENT OF THE EAST RANCH DEVELOPMENT, LLC, HAS BEEN SEEN AND SEALS OF OFFICE THIS DAY OF OCTOBER 24, 2022.

DEED RECORD IN THE PUBLIC RECORDS OF COLORADO COUNTY, TEXAS BY COMMISSION EXPRES

I, DAVID L. BROWN, JR., COUNTY CLERK OF COLORADO COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE PLAT OF THE SUBDIVISION COMPLIES WITH ALL STATUTE LAWS AND REGULATIONS OF COLORADO COUNTY, TEXAS.

BY: [Signature] DAVID L. BROWN, JR. COUNTY CLERK OF COLORADO COUNTY, TEXAS

NOTICE: ADDITIONAL PLANS MUST BE APPROVED BY THE WIRE SHIELDS ASSOCIATION PRIOR TO ANY CONSTRUCTION OF CONSTRUCTION.

CONTRACTOR: THE SUBDIVISION SHALL BE CONSIDERED TO BE UNDER THE SUPERVISION OF THE WIRE SHIELDS ASSOCIATION.

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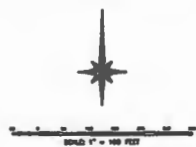
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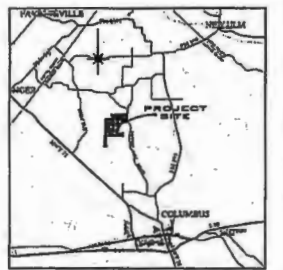


PARTIAL REPLAT BIG EASY RANCH ESTATES SECTION ONE 5 RESIDENTIAL LOTS - 2 RESERVES

A 8.916 ACRE REPLAT CONSISTING OF FIVE (5) RESIDENTIAL LOTS, AND TWO (2) RESERVES, AND ONE (1) ROAD RIGHT-OF-WAY, BEING A PARTIAL REPLAT OF THE BIG EASY RANCH ESTATES, SECTION ONE RECORDED IN THE COLORADO COUNTY PUBLIC RECORDS...



ABBREVIATION LEGEND: A = AREA, B = BOUNDARY, C = CENTERLINE, D = DISTANCE, E = EASEMENT, F = FENCE, G = GROUNDLINE, H = HORIZONTAL, I = INTERSECTION, J = JUNCTION, K = KURVE, L = LINE, M = MIDDLE, N = NORTH, O = OFFSET, P = POINT, Q = QUANTITY, R = ROAD, S = SURFACE, T = TYPICAL, U = UNDERGROUND, V = VERTICAL, W = WALL, X = X-CROSSING, Y = Y-CROSSING, Z = Z-CROSSING.



- 1. A 1.000 ACRES RESERVE SHALL BE CONSIDERED TO BE UNDER THE SUPERVISION OF THE WIRE SHIELDS ASSOCIATION. 2. A 1.000 ACRES RESERVE SHALL BE CONSIDERED TO BE UNDER THE SUPERVISION OF THE WIRE SHIELDS ASSOCIATION. 3. A 1.000 ACRES RESERVE SHALL BE CONSIDERED TO BE UNDER THE SUPERVISION OF THE WIRE SHIELDS ASSOCIATION.

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Table with 3 columns: LOT, AREA, and RESERVE. Rows include Lot 20 (1.000), Lot 21 (1.000), Lot 22 (1.000), Lot 23 (1.000), Lot 24 (1.000), Lot 25 (1.000), Lot 26 (1.000), Lot 27 (1.000), Lot 28 (1.000), Lot 29 (1.000), Lot 30 (1.000), Lot 31 (1.000), Lot 32 (1.000), Lot 33 (1.000).

Table with 3 columns: LOT, AREA, and RESERVE. Rows include Lot 20 (1.000), Lot 21 (1.000), Lot 22 (1.000), Lot 23 (1.000), Lot 24 (1.000), Lot 25 (1.000), Lot 26 (1.000), Lot 27 (1.000), Lot 28 (1.000), Lot 29 (1.000), Lot 30 (1.000), Lot 31 (1.000), Lot 32 (1.000), Lot 33 (1.000).

FINAL REVIEW PLAT PARTIAL REPLAT BIG EASY RANCH ESTATES SECTION ONE 8.916 ACRES - 5 LOTS - 2 RESERVES S. I. REDGATE SURVEY, A-478 COLORADO COUNTY, TEXAS

Logos for KM Surveying, LLC and Wilson Engineering Company, PLLC. Includes contact information for both firms.

© Copyright 2022, Wilson Engineering Company, PLLC.

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

October 24, 2022

- __8. Preliminary Plat of Settlers Reserve – Section One, a subdivision consisting of 111.424 acres, located in Precinct No. 3. (Neuendorff)**

Settlers Reserve - Section 1 will be located off FM 949 in Bernardo and consist of sixty-eight home sites all over one acre.

Motion by Commissioner Neuendorff to approve a Preliminary Plat of Settlers Reserve – Section One, a subdivision consisting of 111.424 acres, located in Precinct No. 3; seconded by Commissioner Wessels; 4 ayes 0 nays; motion carried; it was so ordered.

(See Attachment)

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

October 24, 2022

SETTLERS RESERVE – SECTION ONE
111.424 Acres
Colorado County, Texas

FILED FOR RECORD
COLORADO COUNTY, TX

2022 OCT 17 PM 3: 35

KIMBERLY MENKE MK
COUNTY CLERK

September 29, 2022

Caleb Tello
Floodplain Management/9-1-1 Rural Addressing Coordinator
Colorado County Permit Office
305 Radio Lane, Suite 110
Columbus, TX 78934
(979) 732-6380

Re: Utility Serviceability Letter
Settlers Reserve Subdivision – Section One
FM 949
Colorado County, Texas

Please consider this letter my statement and certification that the proposed lots as depicted on this plat are suitable for individual on-site septic systems. The net acreage size of these lots is above the required 1.0 acre each. The water service will be provided by private water wells.

Sincerely,

Stephen Cryan

Stephen Cryan
Owner & Developer
Settlers Crossing, Inc.
P.O. Box 790
Sealy, TX 77474

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

October 24, 2022

SUBDIVISION APPLICATION
for Colorado County, Texas

FILED FOR RECORD
COLORADO COUNTY, TX

2022 OCT 17 PM 3: 36

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

KIMBERLY MENKE MK
COUNTY CLERK

PROPOSED NAME OF SUBDIVISION: Settlers Reserve - Section One

PRECINCT IN WHICH THE SUBDIVISION LIES: 3

PRECINCT COMMISSIONER: Keith Neuendorf

NAME OF PROPERTY OWNER: Settlers Reserve Inc

Address: PO Box 790 Seely, TX 77474

Telephone No: 979 885 6262

NAME OF APPLICANT: Dayne Rice

Company: Wilson Engineering Company

Address: PO Box 1117

Telephone No: 979 893-3344

DATE PLAT FILED: _____

TOTAL ACREAGE OF DEVELOPMENT: 111.424 Acres

INTENDED USE OF LOTS:

Residential: Commercial/Industrial: _____

TOTAL NUMBER OF LOTS: 48

FRONTAGE ON EXISTING ROAD:

COUNTY ROAD: CR 100

STATE ROAD: FM 949

OTHER ROAD: _____

IS THERE FLOODPLAIN WITHIN SUBDIVISION BOUNDARY?

YES: NO: _____

SCHOOL DISTRICT(S): Columbus ISD

NEW ROADS IN DEVELOPMENT:

PUBLIC ROADS: 0

PRIVATE ROADS: 0

SOURCE OF WATER: Private Well

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

ANTICIPATED WASTEWATER SYSTEM: Conventional

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

FINAL PLAT WITH STREETS OR DRAINAGE IMPROVEMENTS ONLY

FISCAL SECURITY TYPE: _____

FISCAL SECURITY EXPIRATION DATE (if applicable): _____

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

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
October 24, 2022**

**Preliminary Plat Checklist
Colorado County, Texas**

SUBDIVISION NAME: SETTLERS RESERVE - SECTION ONE

APPLICATION MATERIALS:

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

GENERAL INFORMATION:

Comments:

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

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

October 24, 2022

FLOODPLAIN & DRAINAGE INFORMATION:

- | | | |
|----------------------------------|-------------------------------------|-------|
| 100-year floodplain and floodway | <input checked="" type="checkbox"/> | _____ |
| Streams, rivers, ponds, lakes | <input checked="" type="checkbox"/> | _____ |

STREETS & RIGHT OF WAY INFORMATION:

- | | | |
|---------------------------------------|-------------------------------------|-------|
| Location, length and ROW widths | <input checked="" type="checkbox"/> | _____ |
| Location and size of access easements | <input checked="" type="checkbox"/> | _____ |

WATER, WASTEWATER, UTILITIES INFORMATION:

- | | | |
|---|-------------------------------------|-------|
| Electric, phone, gas, utility providers | <input checked="" type="checkbox"/> | _____ |
| Location of utility easements | <input checked="" type="checkbox"/> | _____ |
| Water & sewer utility providers | <input checked="" type="checkbox"/> | _____ |

PLAT NOTES:

- | | | |
|----------------------|-------------------------------------|-------|
| Water Supply Note | <input checked="" type="checkbox"/> | _____ |
| Sewage Disposal Note | <input checked="" type="checkbox"/> | _____ |

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
October 24, 2022**

Kimberly Menke
Colorado County Clerk
318 Spring Street, Room 103
Columbus, TX 78934



PAYMENT RECEIPT

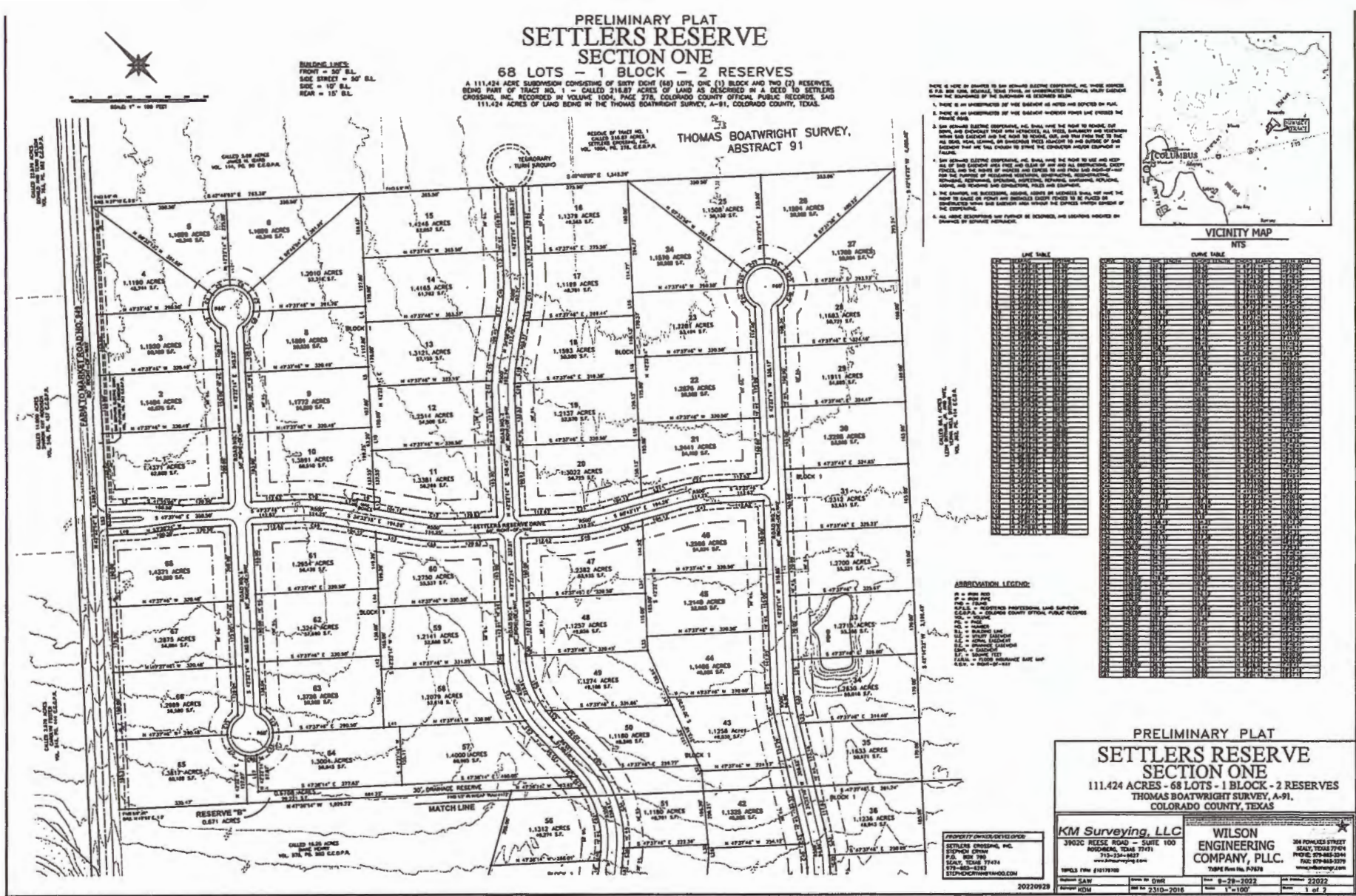
Payment Type: Check #6995	Receipt Number: 296574
Paid Amount: \$ 1,910.00	Date Paid: 10/17/2022
Paid By: Wilson Engineering Company	Received By: Michelle Kollmann

Fee	Amount Owed	Amount Paid	Balance Owed
Subdivision Plat Application Fee	\$ 300.00	\$ 300.00	\$ 0.00
Lot Fee Up to 50 Lots	\$ 1,250.00	\$ 1,250.00	\$ 0.00
Lot Fee Over 50 Lots	\$ 360.00	\$ 360.00	\$ 0.00
Totals:	\$ 1,910.00	\$ 1,910.00	\$ 0.00
Payment Remarks: Settlers Reserve - Section One 111.424 Acres 68 Lots			

Amount Paid:	\$ 1,910.00
Amount Applied:	\$ 1,910.00
Change Due:	\$ 0.00

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

October 24, 2022



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

October 24, 2022

- ___9. Application for Limited Land Division submitted by Avanterra Group FM 1291, LLC to subdivide 18.39 acres out of a 35.65 acre tract, located in Precinct No. 3. (Neuendorff)

Motion by Commissioner Neuendorff to approve an application for Limited Land Division submitted by Avanterra Group FM 1291, LLC to subdivide 18.39 acres out of a 35.65 acre tract, located in Precinct No. 3; seconded by Commissioner Gertson; 4 ayes 0 nays; motion carried; it was so ordered.

(See Attachment)

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

October 24, 2022

FILED FOR RECORD
COLORADO COUNTY, TX
2022 OCT 21 PM 1:07 JM

**APPLICATION FOR LIMITED LAND DIVISION
IN COLORADO COUNTY, TEXAS**

Name of person(s) dividing property: Avanterra Group KIMBERLY MENKE
COUNTY CLERK Rep: Brett Wittbr

Address: 620 W 21st St, Houston, TX 77008

Work phone: (817) - 909-3077 Home phone: _____

Precinct where property located: 3 Pct. Commissioner: Keith Newendorff

Size of Original Tract before division: 35.65 acres

Size of Remainder Tract after division: 17.25 acres

Size of each new lot: 1. 6.13 acres 2. 6.13 acres
3. 6.13 acres 4. _____ acres

Surveyor's Name: Cole E. Barton

Surveyor's Address: 6113 Saratoga Blvd. Suite F #335, Corpus Christi, TX 78414

Surveyor's work phone: (361)-208-9284

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 35.65 acres of land (size of original tract) out of the James Cummins Survey, Abstract # 14, Colorado County, Texas, which was conveyed to me by deed, dated March 25th, 2022, and recorded in Volume 995, Page 145, Colorado County Deed/Official Records.

I seek approval to subdivide 18.39 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

October 24, 2022

water system, or engineered rainwater collection system.

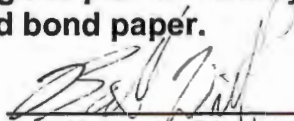
I understand that all drainage easements shall be kept clear of fences, buildings, plantings, and other obstructions to the operation and maintenance of the drainage facilities.

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

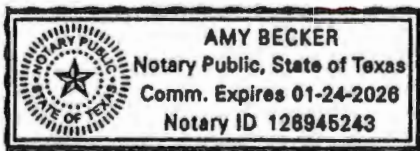
I represent that the new lots that are created by this Limited Land Division are not within the boundaries of any municipality's city limits or area of extra-territorial jurisdiction. (The extra-territorial jurisdiction is within 1/2 mile of a city of less than 5,000 people and within one mile of a city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

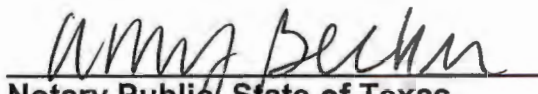
This property has not been divided as a Limited Land Division in the last five years, and I further understand that I cannot further divide the above remainder tract as a Limited Land Division for five (5) more years from the date this plat is recorded.

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


Applicant's Signature

SWORN TO AND SUBSCRIBED before me on this the 20th day of October, 2022.




Notary Public, State of Texas

Applicant's Signature

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

Notary Public, State of Texas

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

October 24, 2022

.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

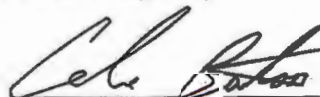
Certification by surveyor: "I, Cole Barton, a Texas Registered Professional Land Surveyor, certify that this plat has been prepared in accordance with the Subdivision Rules of Colorado County. All existing pipeline easements within the limits of the subdivision have been shown."

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 # 48089C0050D, dated 2/4/11."

Cole Barton, RPLS

SURVEYOR (print)



SURVEYOR (signature)

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

October 24, 2022

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 24th day of October, A.D., 2022, 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 10/24/2022

WITNESS MY HAND AND SEAL OF OFFICE this the 24th day of October, 2022.



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 24th day of October, 2022, and duly recorded on the 25th day of October, 2022 in the Official Records of Colorado County, Texas, in Volume 1016, Page 953.

COUNTY CLERK, COLORADO COUNTY, TEXAS

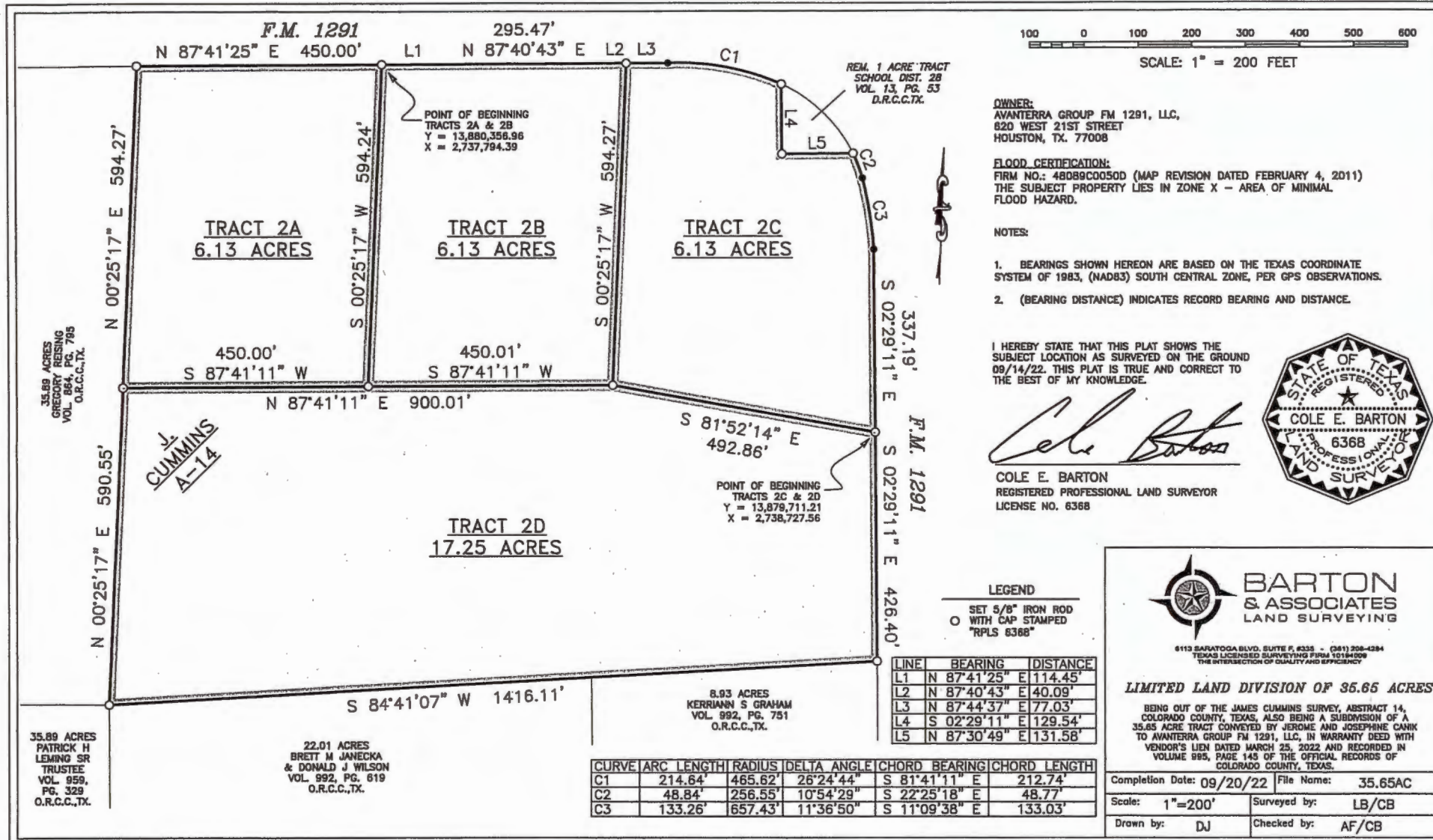
By: _____
Deputy Clerk



MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

October 24, 2022

WILL 1016 W/PLAT 954



JOB #: 2208040

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
October 24, 2022

5153
FILED FOR RECORD
COLORADO COUNTY, TX
2022 OCT 24 PM 4:27
KIMBERLY MENKE
COUNTY CLERK

VOL 1016 PAGE 955

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

OCT 25 2022



Kimberly Menke
KIMBERLY MENKE
COUNTY CLERK, COLORADO COUNTY, TEXAS

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

October 24, 2022

- _10. Application submitted by San Bernard Electric Cooperative, Inc. to place 2 power poles 1' on county right-of-way of Dungs Mill Road, located in Precinct No. 3. (Neuendorff)

Motion by Commissioner Neuendorff to approve an application submitted by San Bernard Electric Cooperative, Inc. to place 2 power poles 1' on county right-of-way of Dungs Mill Road, located in Precinct No. 3; seconded by Commissioner Wessels; 4 ayes 0 nays; motion carried; it was so ordered.

(See Attachment)

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

October 24, 2022



San Bernard Electric Co-op

Your Touchstone Energy[®]
Cooperative 

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

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

10/7/2022

Judge Ty Prause
PO Box 236
Columbus, Texas 78934

RE: WO# 22-06-098

Dear Honorable Judge Ty Prause:

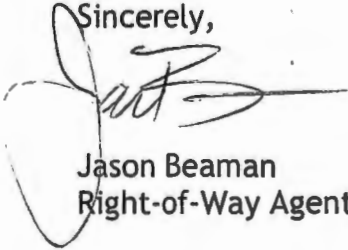
In order to improve electrical service in Colorado County, Texas, a permit to place 2 powers pole 1' in DUNGENS MILL ROAD Right of Way is needed.

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
October 24, 2022**

NOTICE OR PROPOSED ERECTION OF POWER LINE

DATE: October 7, 2022

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 2 power poles 1' in Dungens Mill Rd. Right of Way, Colorado County, Texas.

LOCATION: 1,809' East of the intersection of Dungens Mill Rd. and Cummins Creek Rd.

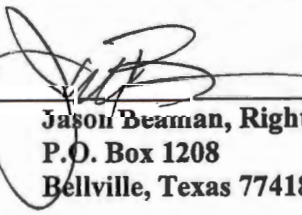
DESIGN: See attached drawing.

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 October 25, 2022

SAN BERNARD ELECTRIC COOPERATIVE, INC.

By: _____


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

Job Name: Jeff Haley WO# 22-*06-098

APPROVAL

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

October 24, 2022

COUNTY COLORADO

DATE October 24, 2022

**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 October 7, 2022 is approved.

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

- 1. The County Commissioners may designate the place along the right-of-way where such lines shall be constructed.**
- 2. 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

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
October 24, 2022

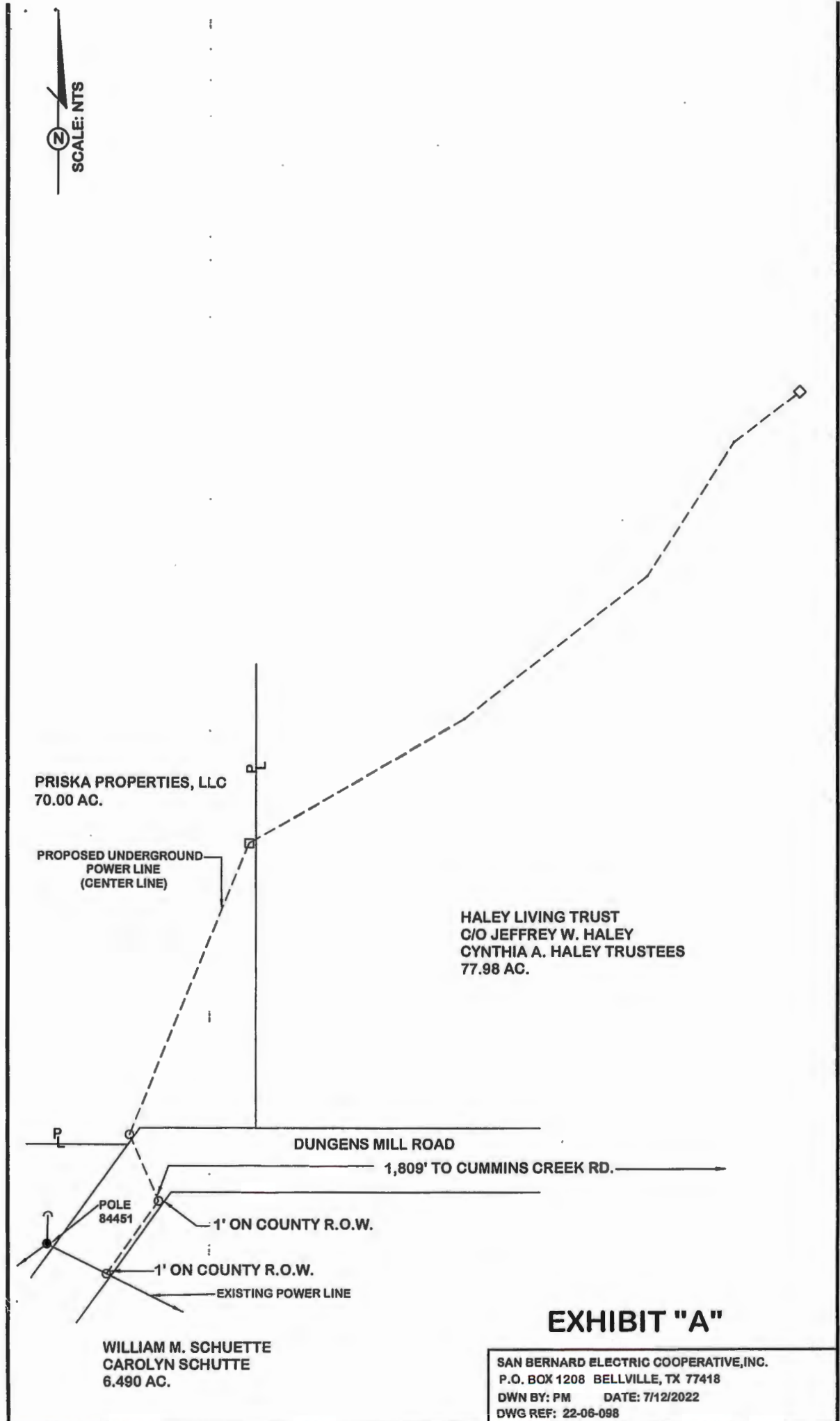


EXHIBIT "A"

SAN BERNARD ELECTRIC COOPERATIVE, INC.
P.O. BOX 1208 BELLVILLE, TX 77418
DWN BY: PM DATE: 7/12/2022
DWG REF: 22-06-098

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

October 24, 2022

- _11. Application submitted by Industry Telephone Company to bury a communication line upon and along the county right-of-way of Stokes Road and Wilde Road, located in Precinct No. 3. (Neuendorff)

Motion by Commissioner Neuendorff to approve an application submitted by Industry Telephone Company to bury a communication line upon and along the county right-of-way of Stokes Road and Wilde Road, located in Precinct No. 3; seconded by Commissioner Gertson; 4 ayes 0 nays; motion carried; it was so ordered.

(See Attachment)

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

October 24, 2022

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

Date: OCTOBER 7, 2022

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 STOKES & WILDE ROADS, 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 7th day of NOVEMBER, 2022.

Firm: Industry Telephone Company

By: LAURA WALIGURA

Title: Engineer

Address: PO Box 40

Industry, TX 78944

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

October 24, 2022

**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 24 day of October, 2022, 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
October 24, 2022**

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
October 24, 2022**

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**

October 24, 2022

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 appurtenances 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 24th day of Oct. 2022.



COUNTY JUDGE

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

October 24, 2022

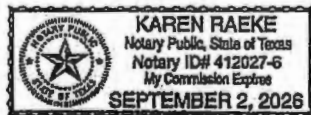
Industry Telephone Company, being the Grantee in the
aforementioned permit, does hereby accept the granting of same
upon the terms, conditions and agreements, covenants and
obligations, as set forth therein, and agrees that same shall be
fully binding upon Grantee, its successors and assigns.


Laura Walligura, Engineer

THE STATE OF TEXAS
COUNTY OF AUSTIN

BEFORE ME, the undersigned authority, on this day
personally appeared Laura Walligura 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 26th day of October, 2022.



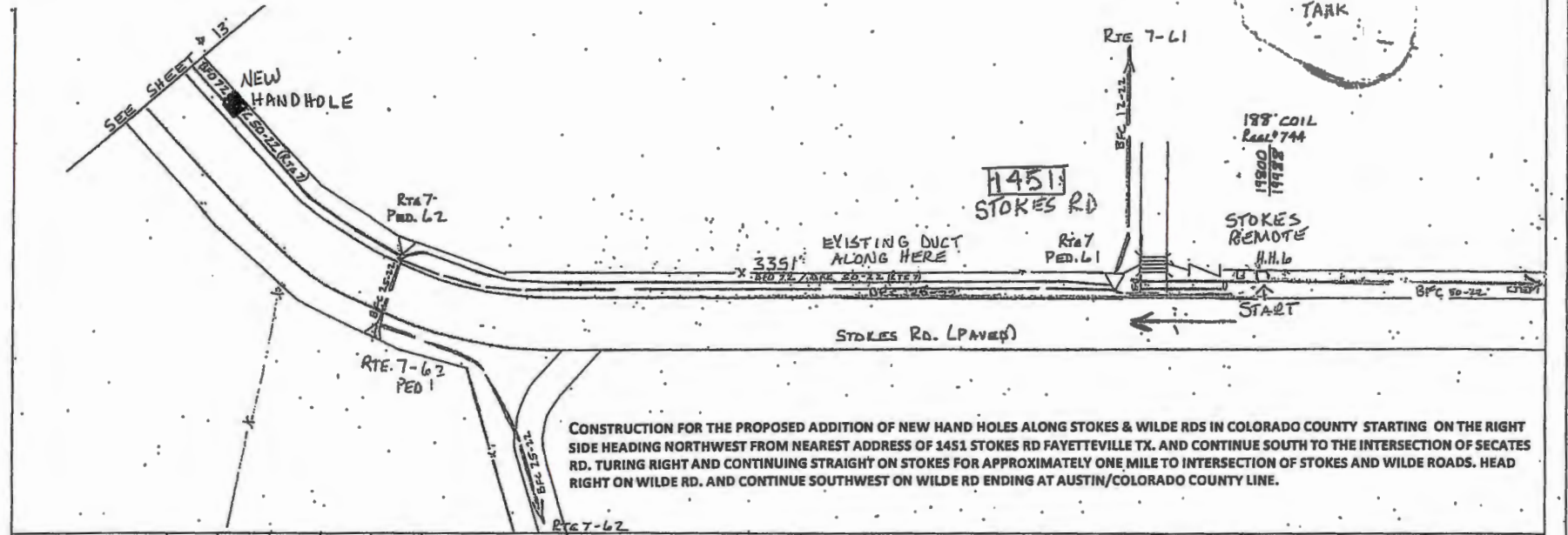

NOTARY PUBLIC IN AND FOR
AUSTIN COUNTY, TEXAS

My commission expires:

9-2-26

MINUTES OF THE COLORADO COUNTY
 COMMISSIONER'S COURT REGULAR MEETING

October 24, 2022



CONSTRUCTION FOR THE PROPOSED ADDITION OF NEW HAND HOLES ALONG STOKES & WILDE RDS IN COLORADO COUNTY STARTING ON THE RIGHT SIDE HEADING NORTHWEST FROM NEAREST ADDRESS OF 1451 STOKES RD FAYETTEVILLE TX. AND CONTINUE SOUTH TO THE INTERSECTION OF SECATES RD. TURNING RIGHT AND CONTINUING STRAIGHT ON STOKES FOR APPROXIMATELY ONE MILE TO INTERSECTION OF STOKES AND WILDE ROADS. HEAD RIGHT ON WILDE RD. AND CONTINUE SOUTHWEST ON WILDE RD ENDING AT AUSTIN/COLORADO COUNTY LINE.

										This staking sheet is intended and prepared for route designation only and the Engineer hereby and as expressly set out in the contract, disclaims any and all responsibility and / or obligation for marking, noting and / or reflecting the existence and / or location of any and all underground facilities, including but not limited to petroleum bearing pipelines, not withstanding said facilities may be visible and / or marked on the surface along, over or across said proposed route as shown on this staking sheet.										"BURIED PLANT" STAKING SHEET OWNER: INDUSTRY TELEPHONE CO. SYSTEM DESIGNATION: TX L35 TAX DISTRICT: COLUMBUS P.S.D. EXCHANGE: INDUSTRY COUNTY: COLORADO MAP REF.: 34 35			
PED. NO.	BD 24736 x36	BA	BFC	BFC	BFO 72	B	BG	BM S2-1	BM CROSS 60-114	BM BLAKE 60-114	HC	SUB. NO.	PI	SE	BM 83								
H.H.6	1				3.351				3.077	3.085													
					3.351				3.077	3.085													

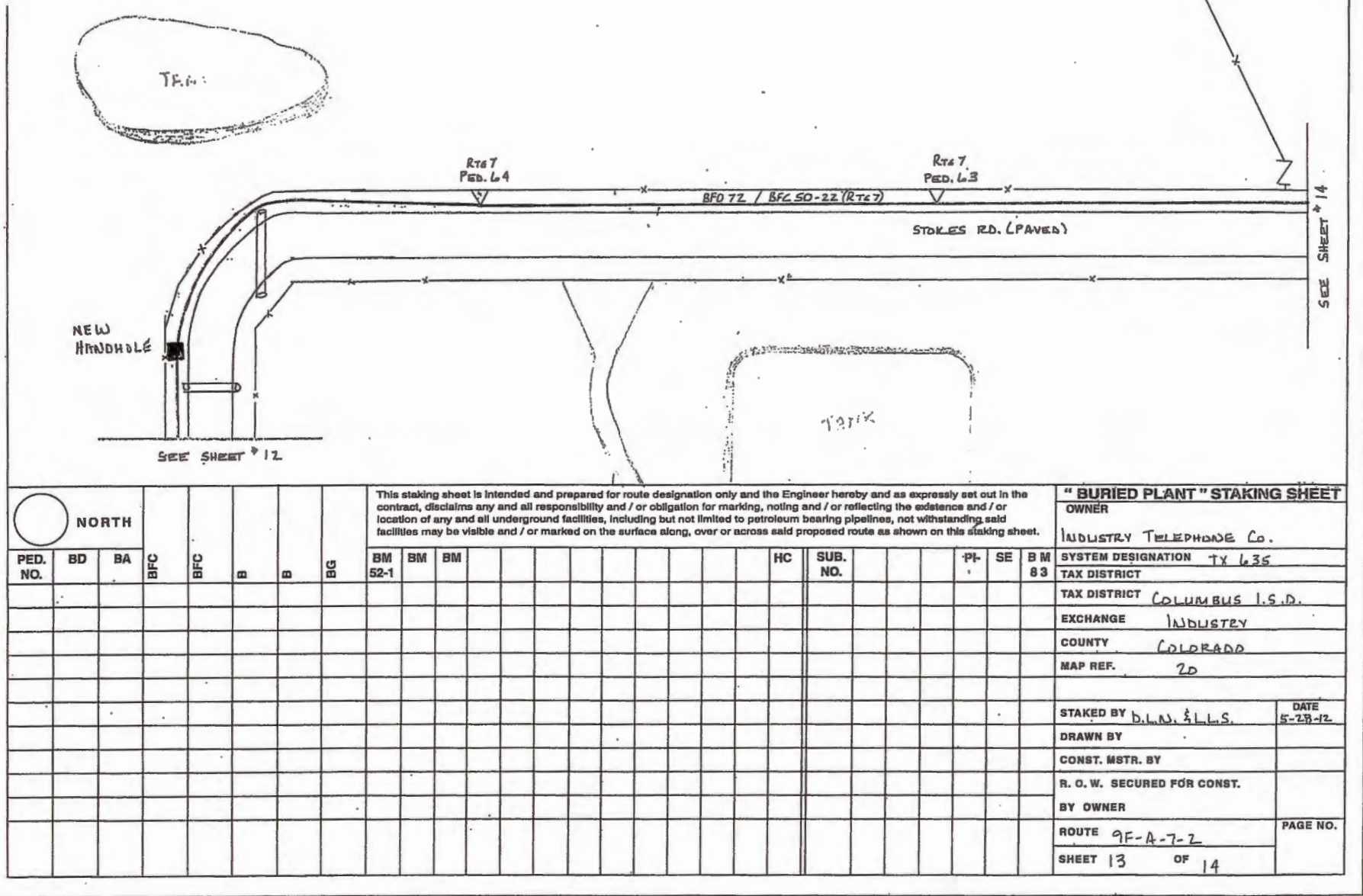
STAKED BY: D.L.N. & L.L.S. DATE: 5-20-12
 DRAWN BY: _____
 CONST. MSTR. BY: _____
 R. O. W. SECURED FOR CONST.: _____
 BY OWNER: _____

ROUTE 9F-A-7-2
 SHEET 14 OF 14

PAGE NO.

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

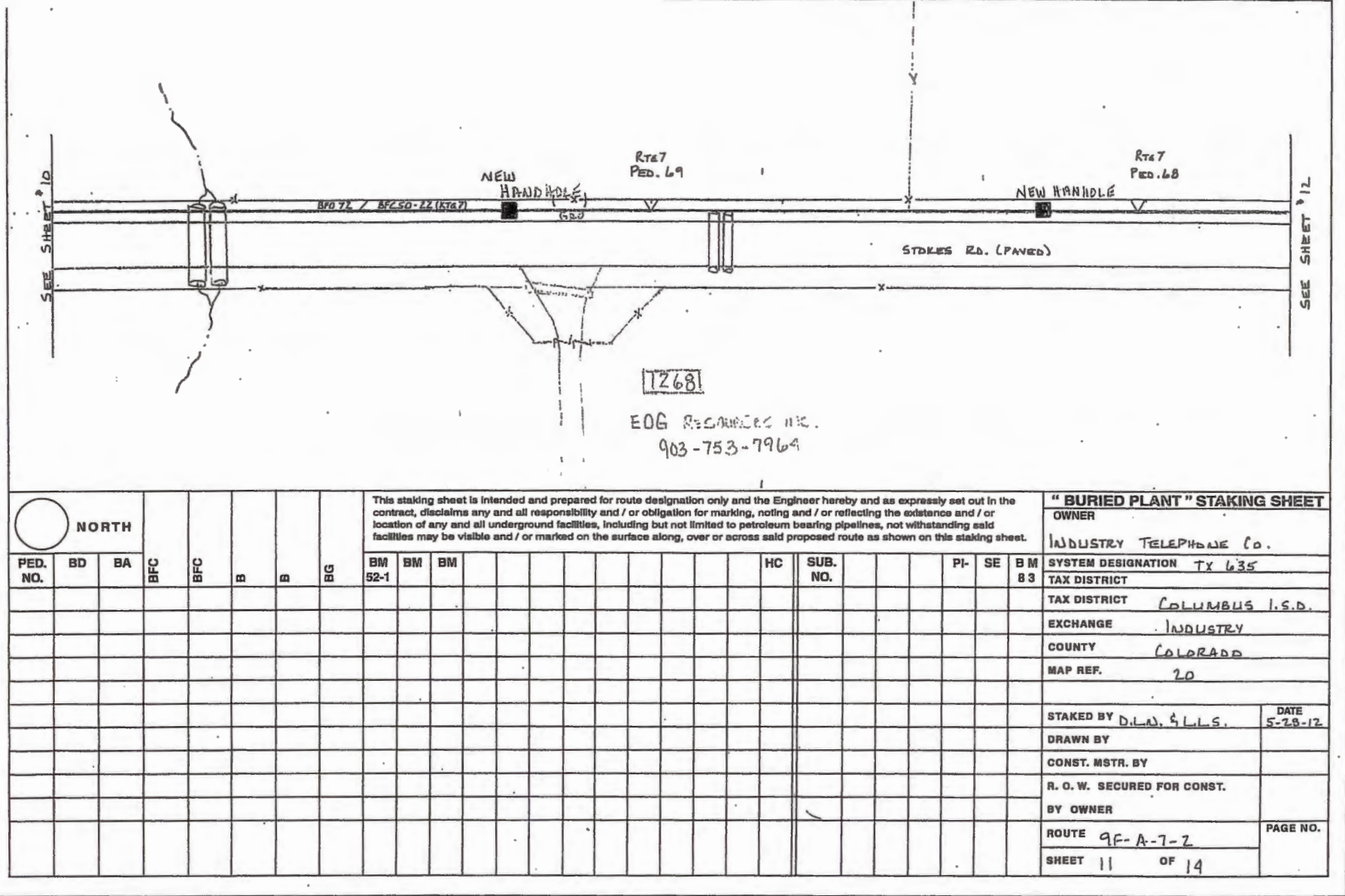
October 24, 2022



NORTH										This staking sheet is intended and prepared for route designation only and the Engineer hereby and as expressly set out in the contract, disclaims any and all responsibility and / or obligation for marking, noting and / or reflecting the existence and / or location of any and all underground facilities, including but not limited to petroleum bearing pipelines, not withstanding said facilities may be visible and / or marked on the surface along, over or across said proposed route as shown on this staking sheet.										"BURIED PLANT" STAKING SHEET				
PED. NO.	BD	BA	BFC	BFC	B	B	BG	BM 52-1	BM	BM					HC	SUB. NO.		PT	SE	BM 83	OWNER INDUSTRY TELEPHONE Co.			
																						SYSTEM DESIGNATION TX 635		
																						TAX DISTRICT COLUMBUS I.S.D.		
																						EXCHANGE INDUSTRY		
																						COUNTY COLORADO		
																						MAP REF. 2D		
																						STAKED BY D.L.W. & L.L.S.		DATE 5-28-12
																						DRAWN BY		
																						CONST. MSTR. BY		
																						R. O. W. SECURED FOR CONST.		
																						BY OWNER		PAGE NO.
																						ROUTE 9F-A-7-2		
																						SHEET 13 OF 14		

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

October 24, 2022



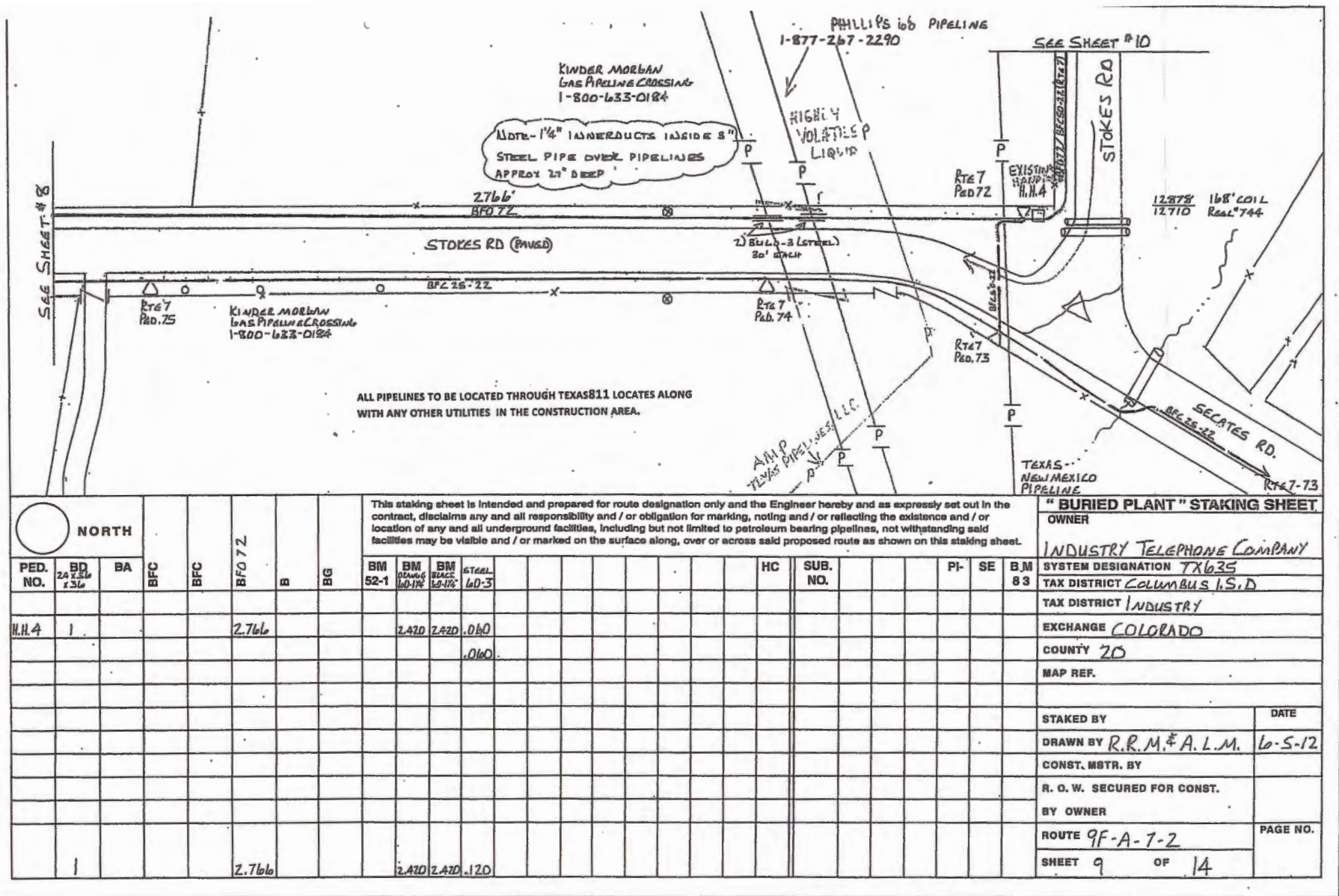
1268

EDG RESOURCES INC.
903-753-7964

NORTH										This staking sheet is intended and prepared for route designation only and the Engineer hereby and as expressly set out in the contract, disclaims any and all responsibility and / or obligation for marking, noting and / or reflecting the existence and / or location of any and all underground facilities, including but not limited to petroleum bearing pipelines, not withstanding said facilities may be visible and / or marked on the surface along, over or across said proposed route as shown on this staking sheet.										"BURIED PLANT" STAKING SHEET			
PED. NO.	BD	BA	BFC	BFC	B	B	BG	BM 52-1	BM	BM	HC	SUB. NO.	PI	SE	BM 83	OWNER INDUSTRY TELEPHONE CO.			SYSTEM DESIGNATION TX 635				
																TAX DISTRICT			TAX DISTRICT COLUMBUS I.S.D.				
																EXCHANGE			INDUSTRY				
																COUNTY			COLORADO				
																MAP REF.			20				
																STAKED BY		D.L.W. G.L.L.S.	DATE 5-28-12				
																DRAWN BY							
																CONST. MSTR. BY							
																R. O. W. SECURED FOR CONST.							
																BY OWNER							
																ROUTE		9F-A-7-2	PAGE NO.				
																SHEET		11	OF 14				

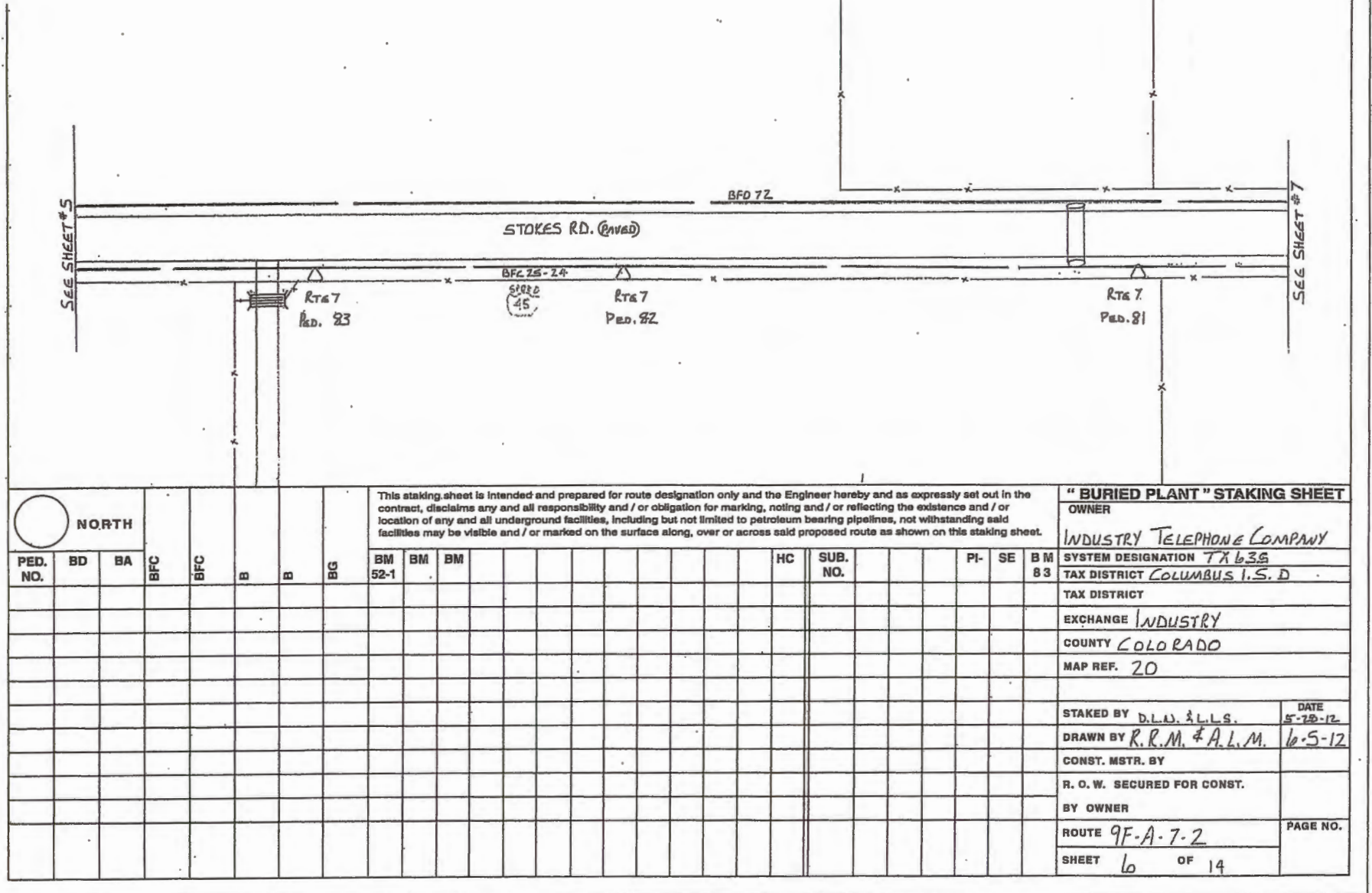
MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

October 24, 2022



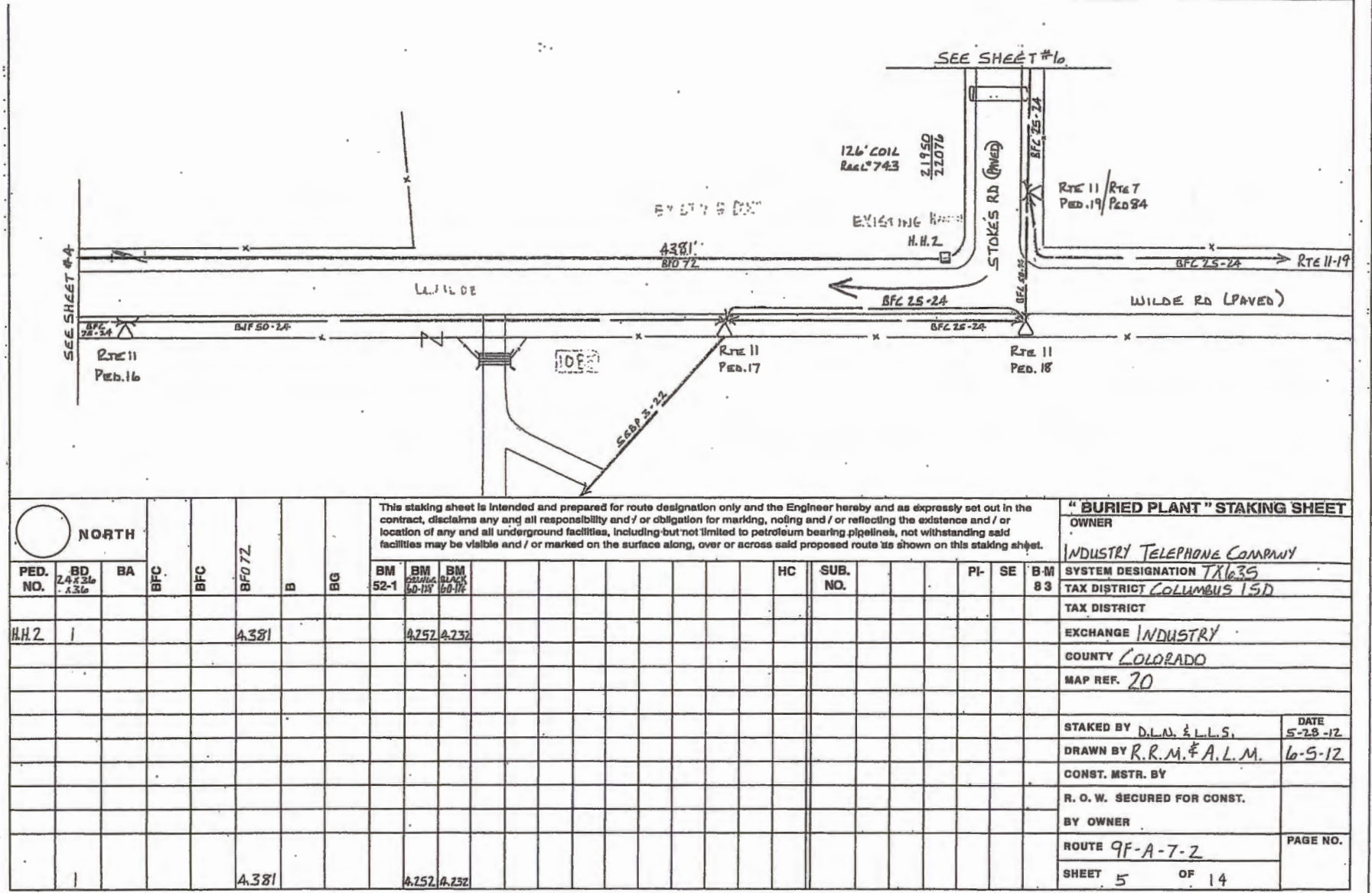
MINUTES OF THE COLORADO COUNTY
 COMMISSIONER'S COURT REGULAR MEETING

October 24, 2022



MINUTES OF THE COLORADO COUNTY
 COMMISSIONER'S COURT REGULAR MEETING

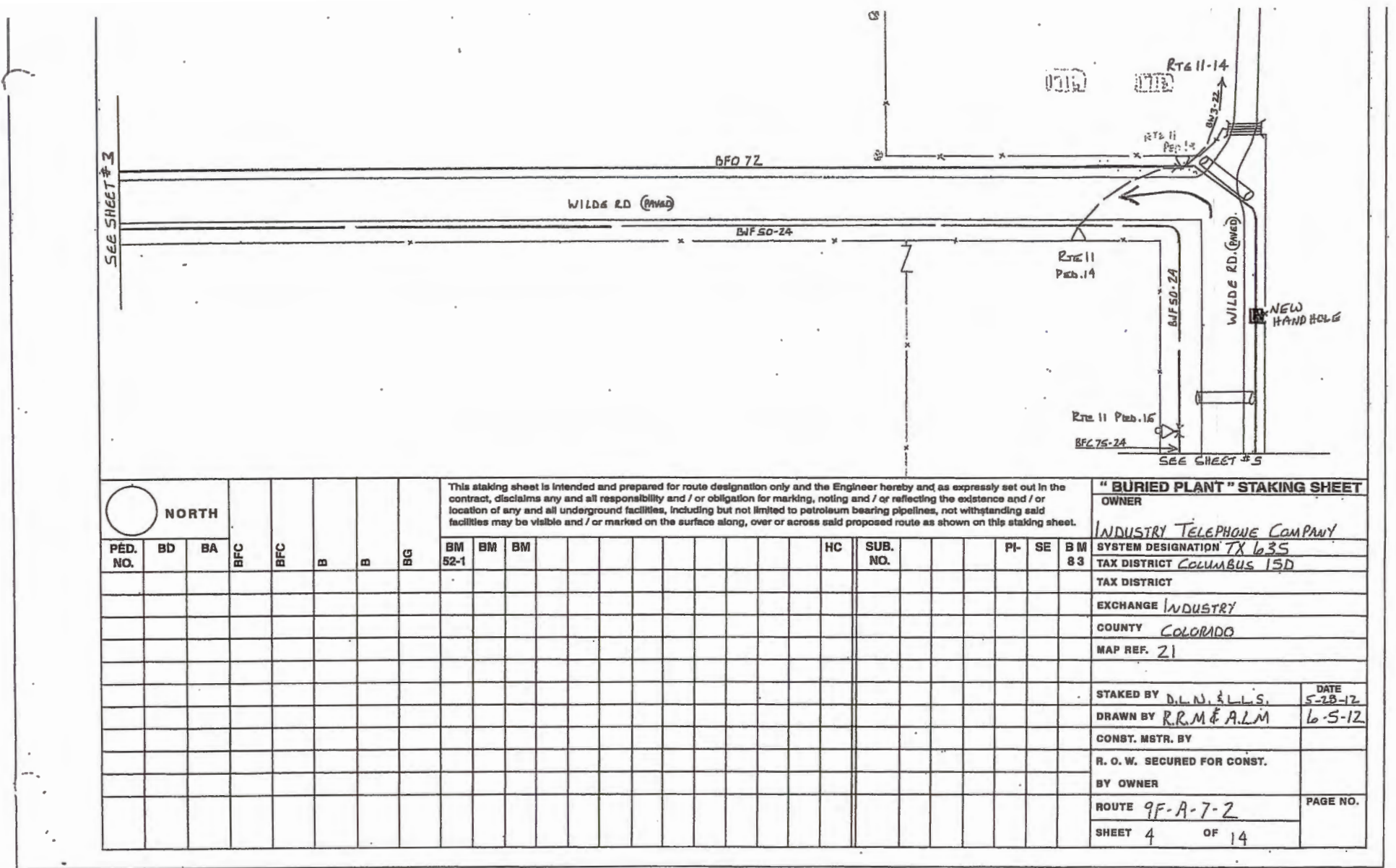
October 24, 2022



NORTH													This staking sheet is intended and prepared for route designation only and the Engineer hereby and as expressly set out in the contract, disclaims any and all responsibility and / or obligation for marking, noting and / or reflecting the existence and / or location of any and all underground facilities, including but not limited to petroleum bearing pipelines, notwithstanding said facilities may be visible and / or marked on the surface along, over or across said proposed route as shown on this staking sheet.										"BURIED PLANT" STAKING SHEET			
PED. NO.	BD Z4236 A.36	BA	BFC	BFC	BFO 72	B	BG	BM 52-1	BM 50-15	BM BLACK 50-16	HC	SUB. NO.	PI	SE	B-M 83	OWNER INDUSTRY TELEPHONE COMPANY										
H.H.Z.	1				4.381				4.252	4.232						SYSTEM DESIGNATION TX1635										
																TAX DISTRICT COLUMBUS 15D										
																TAX DISTRICT										
																EXCHANGE INDUSTRY										
																COUNTY COLORADO										
																MAP REF. 20										
																STAKED BY D.L.N. & L.L.S.		DATE 5-28-12								
																DRAWN BY R.R.M. & A.L.M.		16-5-12								
																CONST. MSTR. BY										
																R. O. W. SECURED FOR CONST.										
																BY OWNER										
																ROUTE 9F-A-7-2		PAGE NO.								
																SHEET 5 OF 14										

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

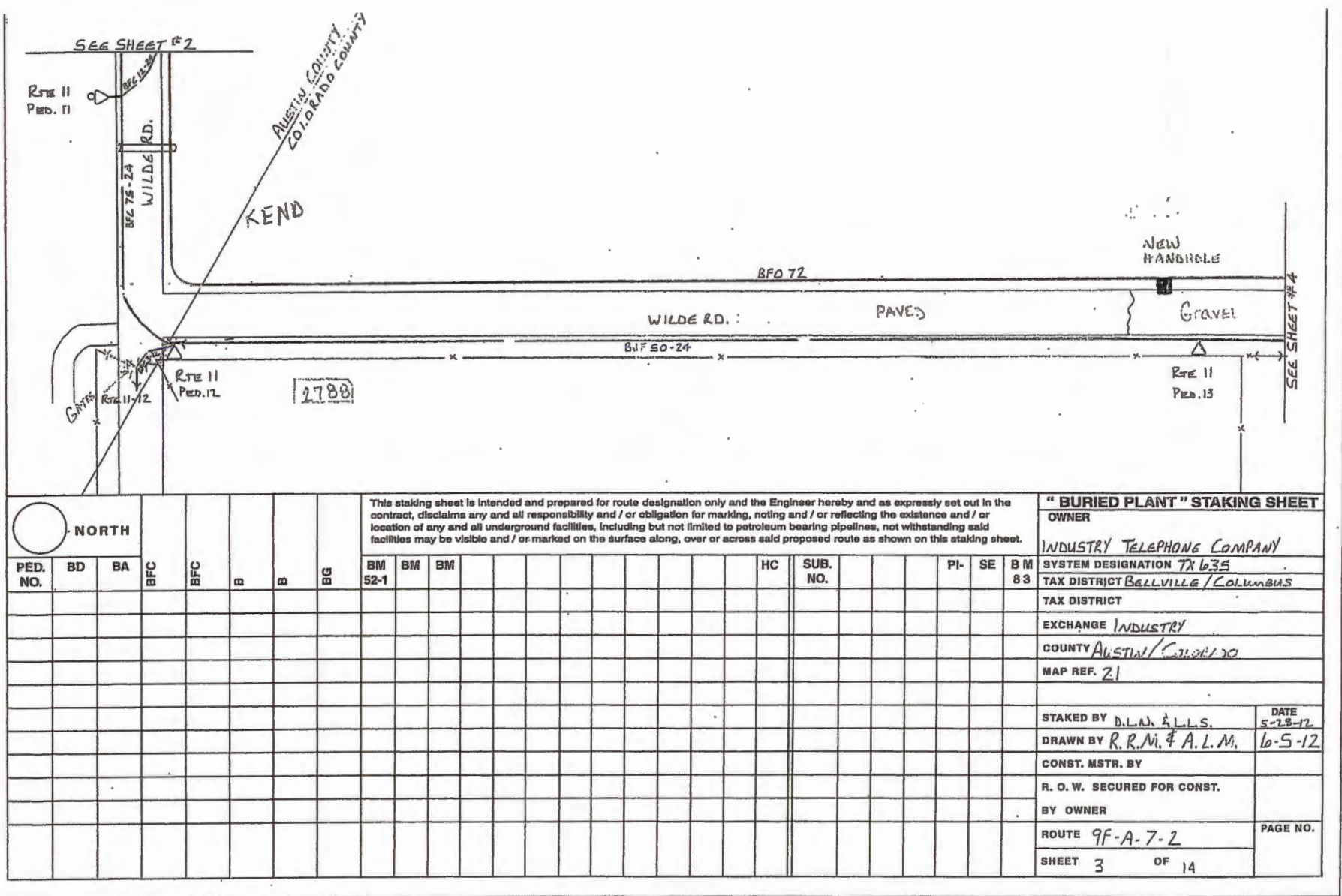
October 24, 2022



NORTH										This staking sheet is intended and prepared for route designation only and the Engineer hereby and, as expressly set out in the contract, disclaims any and all responsibility and / or obligation for marking, noting and / or reflecting the existence and / or location of any and all underground facilities, including but not limited to petroleum bearing pipelines, not withstanding said facilities may be visible and / or marked on the surface along, over or across said proposed route as shown on this staking sheet.										"BURIED PLANT" STAKING SHEET			
PED. NO.	BD	BA	BFC	BFC	B	B	BG	BM 52-1	BM	BM	HC	SUB. NO.	PI-	SE	BM 83	OWNER							
																INDUSTRY TELEPHONE COMPANY							
																SYSTEM DESIGNATION TX 635							
																TAX DISTRICT COLUMBUS 15D							
																TAX DISTRICT							
																EXCHANGE INDUSTRY							
																COUNTY COLORADO							
																MAP REF. 21							
																STAKED BY D.L.N. & L.L.S.		DATE 5-28-12					
																DRAWN BY R.R.M. & A.L.M.		DATE 6-5-12					
																CONST. MSTR. BY							
																R. O. W. SECURED FOR CONST.							
																BY OWNER							
																ROUTE 9F-A-7-2		PAGE NO.					
																SHEET 4 OF 14							

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

October 24, 2022



NORTH		This staking sheet is intended and prepared for route designation only and the Engineer hereby and as expressly set out in the contract, disclaims any and all responsibility and / or obligation for marking, noting and / or reflecting the existence and / or location of any and all underground facilities, including but not limited to petroleum bearing pipelines, not withstanding said facilities may be visible and / or marked on the surface along, over or across said proposed route as shown on this staking sheet.												"BURIED PLANT" STAKING SHEET			
														OWNER			
														INDUSTRY TELEPHONE COMPANY			
														SYSTEM DESIGNATION TX 635			
														TAX DISTRICT BELLVILLE / COLUMBUS			
														TAX DISTRICT			
														EXCHANGE INDUSTRY			
														COUNTY AUSTIN / COLORADO			
														MAP REF. 21			
														STAKED BY D.L.N. & L.L.S.		DATE 5-23-12	
														DRAWN BY R.R.M. & A.L.M.		6-5-12	
														CONST. MSTR. BY			
														R. O. W. SECURED FOR CONST.			
														BY OWNER			
														ROUTE 9F-A-7-2		PAGE NO.	
														SHEET 3 OF 14			

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

October 24, 2022

- _12. Application submitted by S&S Irrigation, Inc. to install sewer line upon and along the county right-of-way of Old Altair Road, located in Precinct No. 4. (Gertson)

Motion by Commissioner Gertson to approve an application submitted by S&S Irrigation, Inc. to install sewer line upon and along the county right-of-way of Old Altair Road, located in Precinct No. 4; seconded by Commissioner Neuendorff; 4 ayes 0 nays; motion carried; it was so ordered.

(See Attachment)

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

October 24, 2022

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

Application

Applicant Company: S&S Irrigation
Contact Person: Al Schindler
Address: 107 E. Stockbridge
Eagle Lake Tx
Phone: 713-875-2774 Fax: _____

Location of right-of-way for proposed construction/installation/repairs in Precinct 4:

1351 Old Altair Rd.

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

Bore sewer line for the City of Eagle Lake

10/4/2022
Date

Al Schindler
Signature of Firm Name Representative

Al Schindler
Printed Name of Firm Name Representative

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

October 24, 2022

Agreement

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

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

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

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

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21. The Applicant shall not cut or open more than one-half of the roadway at a time, in order to maintain the flow of traffic at all times. However, in an emergency or with the permission of the Precinct Commissioner, the total width of the roadway may be cut or opened, provided barricades are placed at the first intersection each way from the cut, and suitable detour signs are erected.
22. All of the above work shall be done under the direction of, and be satisfactory to, the Precinct Commissioner. The holder of the permit shall notify the Precinct Commissioner twenty-four (24) hours prior to the time the work will be done, to allow the Precinct Commissioner to be present at the time the work is done. This will in no way relieve the Applicant from its responsibility for maintenance due to failure of the repaired cut.
23. Failure to Comply with Specifications: If an opening or cut in the county right-of-way is not refilled and restored as herein provided, the County will notify the Applicant in writing to refill and restore the opening to the satisfaction of the Precinct Commissioner. If the Applicant fails to comply with the written request within ninety (90) days after receipt of such notice, the County is authorized to disable or remove the utility from the right-of-way and Applicant will pay for any expenses for the refilling and restoration within thirty (30) days after notice of the amount by County. Failure to refill, restore, or pay will authorize the County to collect using the Performance Bond. No further permits shall be issued to such Applicant until these costs have been paid.
24. An opening or cut in a county road that is not refilled and restored within 24 hours following verbal notice to applicant by Precinct Commissioner will be repaired by County and Applicant will be billed for the cost of repairs. Failure to pay this bill will authorize County to collect the bill using the Performance Bond.
25. In the event that the Applicant or its successor(s) abandons the utility, Applicant shall give written notice to the Colorado County Judge, P.O. Box 236, Columbus, TX 78934.
26. If the utility is abandoned or at the expiration of the use of said utility, Applicant will timely remove the utility from the county right of way. In the event said utility is not removed, ownership of the utility will vest in County. It is agreed that "timely removal" of said utility shall be within 120 days after said utility is abandoned or use expires.
27. Applicant must post a performance bond in the amount of \$2,500 per mile and \$2500 for each boring under a county road assuring the performance of said work in compliance with the terms of this contract and pay a permit, inspection and document review fee of \$1,000 for the Oil & Gas industry and \$100 for all other types of right-of-way permits to Colorado County.
28. Applicant shall obtain, at Applicant's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury and property

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

29. Applicant shall comply with and at all times abide by all applicable federal, state and local laws, rules and regulations.

30. This permit only applies to Colorado County right-of ways. Applicant acknowledges that this permit does not grant the right to trespass or damage non-right-of-way property owned by adjoining landowners, and Applicant accepts this permit subject to any and all rights of the adjoining landowners.

10/7/2022
Date

Alfred E. Schindler Jr.
Loisanne Schindler
Applicant

Approved by Commissioners Court on the 24th day of Oct, 2022.

10-24-22
Date

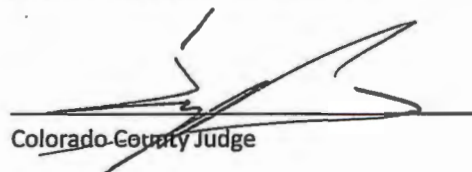
[Signature]
Colorado County Judge

**MINUTES OF THE COLORADO COUNTY
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Permit

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




10-24-22
Date


Colorado County Judge

Untitled Map

Write a description for your map.

Legend

-  30 26 11.2 N 95 02 09. W
-  M&M Armory
-  Untitled Placemark

1351 Old Altair Rd

Altair Rd

140

140

Google Earth

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/7/2022

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

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

PRODUCER Frost Insurance 6750 West Loop South, Suite 250 Bellaire TX 77401	CONTACT NAME: Morgan Turner	
	PHONE (A/C, No, Ext): 713-388-1341	FAX (A/C, No): 713-388-1567
E-MAIL ADDRESS: Morgan.Turner@frostinsurance.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Sentinel Ins Company LTD		11000
INSURER B : Hartford Underwriters		30104
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** 149905123 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			61SBMPI5356	8/13/2022	8/13/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			61UECVN3153	8/13/2022	8/13/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			61SBMPI5356	8/13/2022	8/13/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	61WECAI8125	8/13/2022	8/13/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The General Liability and Auto includes blanket automatic additional insured endorsement on primary and non-contributory basis that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.
 The General Liability, Auto Liability and Workers Compensation policy includes a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract with the Named Insured and the certificate holder that requires such status.
 Umbrella is follow-form subject to the terms and conditions to the General Liability, Auto and Workers' Compensation policies.

CERTIFICATE HOLDER Colorado County Commissioners Court Susan Rodgers PO Box 236 Columbus TX 78934	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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**MINUTES OF THE COLORADO COUNTY
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- _13. Contract for Secure Short-Term Detention of Juvenile Offenders with the County of Brazos for the term October 1, 2022 – September 30, 2023. (Prause)

Brazos County will charge the county \$100 a day.

Motion by Commissioner Wessels to approve a contract for Secure Short-Term Detention of Juvenile Offenders with the County of Brazos for the term October 1, 2022 – September 30, 2023; seconded by Commissioner Gertson; 4 ayes 0 nays; motion carried; it was so ordered.

(See Attachment)

MINUTES OF THE COLORADO COUNTY
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October 24, 2022



2nd 25th Judicial District
Department of Juvenile Services

Jessica Richard Crawford
District Judge
2nd 25th Judicial District

William D. Old, III
District Judge
25th Judicial District

Roseann Mikes
Director

Keith Garner
Assistant Director

October 18, 2022

Colorado County Commissioners Court
Colorado County Courthouse
Columbus, Texas 78934

Attn: Colorado County Judge

Dear Judge Prause:

Enclosed please find the Contracts for Secure Short - Term Detention of Juvenile Offenders between Colorado County Juvenile Probation Department and Brazos County Juvenile Justice Center and Bell County Juvenile Services.

The term of these agreements is for 12 months. The Brazos contract commences October 1, 2022 – September 30, 2023, while the Bell contract commences September 1, 2022 – August 31, 2023. Each contract shall be automatically renewed for one-year terms thereafter. The daily rate for Brazos is set at \$100.00 per day while the rate for Bell is set for \$200.00 per day.

We respectfully request the Colorado County Commissioners' Court's approval these service agreements. Upon approval, please place your signature on the last page of both original agreements.

Please return the completed agreements to the Lavaca County Probation Department.

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

Sincerely,

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

Roseann Mikes
Chief Probation Officer

Lavaca County

P.O. Box 330

Hallettsville, Texas 77964

(361)798-9906

Fax: (361)798-5904

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

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Brazos County Juvenile Justice Center
Detention Services Agreement
October 1, 2022–September 30, 2023

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

STATE OF TEXAS §
COUNTY OF BRAZOS §
§

BRAZOS COUNTY JUVENILE BOARD
BRAZOS COUNTY JUVENILE JUSTICE CENTER
Detention Services
October 1, 2022 - September 30, 2023

This contract and agreement for secure short-term detention of juvenile offenders is entered into by and between COLORADO County, acting by and through its duly authorized representative (hereinafter "Juvenile Probation") and the Brazos County Juvenile Board, acting by and through its duly authorized representative and County Judge, concerning detention residential services provided at the Brazos County Juvenile Justice Center (hereinafter "the Facility") by the Brazos County Juvenile Services Department (hereinafter "Service Provider") pursuant to license granted by the Texas Juvenile Justice Department and/or any other appropriate State agency with licensure or regulatory authority over this facility.

ARTICLE I
PURPOSE

1.01 Whereas COLORADO County, in order to carry out and conduct its juvenile program in accordance with the Juvenile Justice Code, Title III of the Texas Family Code has need of the use of detention facilities to house and maintain children of juvenile age, who are referred to a detention facility for act(s) of delinquency or act(s) indicating a need for supervision, during pre-trial and pre-dispositional status by the Court. The placement facility to be utilized is owned and operated by Brazos County and Service Provider, and is located at 1904 HWY 21 W., Bryan, Texas 77803.

ARTICLE II
TERM

2.01 The term of this Agreement is for 12 months commencing October 1, 2022 - September 30, 2023. It shall be automatically renewed for one (1) year terms thereafter, commencing October 1st and ending September 30th of each year, unless one party notifies the other in writing, at least thirty (30) days prior to the expiration of said term, of its intention to not renew this Agreement.

ARTICLE III
PROVISIONS OF SERVICES

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

B. If emergency examination, EMS treatment, health care treatment and/or hospitalization outside the Facility ("Outside Treatment") is required for a child placed in the Facility, the Administrator of the Facility is authorized

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Brazos County Juvenile Justice Center
Detention Services Agreement
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to secure the Outside Treatment at the expense of Juvenile Probation and agrees to indemnify and hold harmless Service Provider, its officers, directors, representatives, agents, shareholders and employees from any and all liability for charges for Outside Treatment. The Administrator shall notify the appropriate Juvenile Probation officials of Outside Treatment within twenty-four (24) hours of its occurrence.

C. Children from Juvenile Probation who are alleged to have engaged in delinquent conduct, or conduct indicating a need for supervision, as reflected in a Child in Need of Supervision Order (CINS) will be admitted to the facility under the authority of any juvenile court having jurisdiction or its designated official. Children not released within forty-eight (48) hours (excluding weekends and holidays) must have a detention hearing in the COLORADO County juvenile court in accordance with the Texas Family Code, Title III (Section 54.01). If the child is ordered detained, a certified copy of the detention order must be delivered to the detention Facility prior to the child's re-admission.

D. Each child placed in the Facility shall be required to follow the rules and regulations of conduct as fixed and determined by the facility administrator and staff of the Facility.

E. Acceptance of a child by the Facility will be determined by Brazos County Juvenile Facility Staff. Service Provider reserves the right to refuse admission of any child deemed inappropriate. Service Provider has resolved to operate the Facility in compliance with the Juvenile Justice and Delinquency Prevention Act, and therefore, Service Provider will not accept children whose detention would prevent the Facility from complying with the Juvenile Justice and Delinquency Prevention Act or those "juveniles who are charged with or has committed offenses that would not be criminal if committed by an adult or offenses which do not constitute violations of valid court order, or such non-offenders as dependent or neglected children." Section 223(a) (12) (A), Juvenile Justice Delinquency Prevention Act. No child who is intoxicated or in need of immediate medical attention will be accepted under any circumstances without having been seen, treated and released by a medical professional and given written medical clearance.

If a child is accepted by the Facility from Juvenile Probation and the child thereafter is determined to be, in the sole judgment of the Administrator, mentally or physically unfit, dangerous, unmanageable, unsuitable for the program or combination of such conditions or whose mental or physical conduct would or might endanger the other occupants of the Facility, then the Service Provider shall notify Juvenile Probation of this determination. The child shall immediately be removed from the Facility but in no event longer than twenty four (24) hours after notification. It will be the responsibility of Juvenile Probation, at its expense, to provide for the transportation for the removal of the child. Any child not removed from the facility within 24 hours will be transported by Service Provider to Juvenile Probation and Juvenile Probation will be charged the cost of staff, time and fuel for the transportation. The daily rate of detention shall increase to \$200.00 for any child not removed within the 24-hour period.

Any damage to county property or juvenile facility fixtures will be paid for by the Juvenile Probation Department and charges will be filed against the juvenile with the Brazos County Sheriff's Department.

F. Service Provider agrees that the facility will accept any child who qualifies, without regard to such child's religion, race, creed, sex or national origin.

G. It is further understood and agreed by the parties that children placed in pre-adjudication care in the Facility shall be removed from the Facility by the appropriate authorities from Juvenile Probation, or its agents, servants or employees at the conclusion of the ten (10) day working period authorized by the court order issued at the conclusion of the initial detention hearing by the Judge of the appropriate juvenile court unless a new order has been issued authorizing the continued detention, and a copy of the new order has been delivered to the Facility, or unless a waiver of the ten (10) working day hearing has been executed and a signed copy of the waiver is received by the Facility. A copy of the order issued pursuant to the waiver shall be furnished to the Facility. The same understanding and agreement between the parties exists with the exception that court orders may authorize detention for up to fifteen (15) working days after the initial hearing and detention period.

**MINUTES OF THE COLORADO COUNTY
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Brazos County Juvenile Justice Center
Detention Services Agreement
October 1, 2022–September 30, 2023

H. It is further understood and agreed by the parties that, children may be released to the Probation Officer or other appropriate authority of Juvenile Probation pursuant to: (a) paragraph E of this Article, (b) an Order of Release signed by the Judge of the Juvenile Court of COLORADO County.

I. Service Provider shall be in compliance with all standards and requirements of the Texas Juvenile Justice Department and all applicable State and Federal law.

J. Service Provider shall provide twenty (24) hour supervision for each child, including the supervision by detention staff during sleeping hours in a Secure Facility.

K. Each child placed in the Facility shall be provided the opportunity to complete the Massachusetts Youth Screening Instrument (MAYSI-2) as required by the Texas Juvenile Justice Department. Facility personnel administering the MAYSI-2 shall be properly trained, sign the warning page, and document time and date administered. The MAYSI-2 shall then be promptly provided to Juvenile Probation of the detaining county.

L. Each child placed in the Facility shall be enrolled in an educational program. Special steps shall be taken to comply with requirements of Special Education students and their needs.

M. It is further understood and agreed by the parties that nothing in this contract shall be construed to permit Juvenile Probation, its agents, servants, or employees any way to manage, control, direct or instruct Service Provider, its directors, officers, employees, agents, shareholders and designees in any manner respecting its work, duties functions, or pertaining to the maintenance and operation of the Facility. However, it is also understood that the Juvenile Court of COLORADO County shall control the conditions and terms of detention supervision as to a particular child pursuant to the Texas Family Code, Section 51.12.

**ARTICLE IV
COMPENSATION**

- 4.01 For and in consideration of the above-mentioned services, Juvenile Probation agrees to pay Service Provider the sum of \$100.00 per day; the cost includes any duration during a 24 hour period for each child. The daily rate shall be paid to Service Provider for each day a child is in detention. The cost is based on the projected actual cost of care for children in the facility.
- 4.02 Every child shall receive basic detention services. Additional services that require or request special accommodations, medications, including, but not limited to: psychological assessments, mental health care, medical treatment, Chapter 55 evaluations (fitness to proceed), special accommodation services, interpreters, special dietary needs, will be paid for by Juvenile Probation.
- 4.03 Psychological services may be provided to the child on an as needed basis at the request of the Juvenile Probation Department and shall be paid for by Juvenile Probation.
- 4.04 Service Provider will submit an invoice for payment of services to Juvenile Probation on a monthly basis. Said invoice shall be submitted within ten (10) working days following the end of the invoiced month and shall include information deemed necessary for adequate fiscal control, including but not limited to: to be attributed to specific clients if appropriate, date service was rendered, total daily cost, and total monthly cost. Each invoice received for payment will be reviewed by Juvenile Probation in order to monitor Service Provider for financial compliance with this Agreement. Invoices submitted by Service Provider in proper form shall be paid by Juvenile Probation in a timely manner.
- 4.05 Service Provider shall account separately for the receipt and expenditure of any and all state funds received from Juvenile Probation under this contract. Service Provider shall account separately for state funds received and expended utilizing the following Generally Accepted Accounting Practices (GAAP):
 - A. If Service Provider has an outside audit completed on a yearly basis which specifies

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Detention Services Agreement
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receipt and expenditure of State funds. Service Provider shall forward a copy of the annual outside audit to Juvenile Probation by March 1 following the end of the fiscal year.

- B. If Service Provider does not obtain an annual outside audit, then Service Provider shall provide a separate accounting of funds received from Juvenile Probation in whole or in part paid from state funds. The accounting shall clearly list the state funds received from Juvenile Probation and account for expenditures of said funds including documentation of appropriate expenditures as well as the year's tax forms and documentation. The accounting shall be provided to Juvenile Probation thirty (30) days prior to the renewal date of the contract.
- 4.06 It is understood and agreed by Service Provider that this Agreement is funded in whole or in part with grant or state funds and shall be subject to termination without penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature.
- 4.07 Service Provider agrees to make claims for payment or direct any payment disputes to Juvenile Probation's Fiscal Officer. Service Provider will not contact other department employees regarding any claims of payment.
- 4.08 Service Provider will provide certification of eligibility to receive State funds as required by Texas Family Code Section 231.006.
- 4.09 Except to the extent that a party to this Agreement seeks emergency judicial relief, the parties agree to negotiate in good faith in an effort to resolve any disputes related to this contract that may arise, no matter when the dispute may arise. If a dispute cannot be resolved by negotiation, the dispute shall be submitted to mediation before the parties resort to arbitration or litigation. The parties shall choose a mutually acceptable mediator to mediate the dispute, and the parties shall pay the costs of mediation services equally.

ARTICLE V
ADDITIONAL TERMS & AGREEMENTS

- 5.01 Prior to transporting a child to the Facility for placement in detention, Juvenile Probation shall call the Facility to ensure the child will be considered for acceptance. Placement of children by authorized officers of Juvenile Probation may be denied as determined by the Facility.
- 5.02 A child will only be accepted in the Facility upon receipt by the Facility Administrator of a proper order/authorization from the Juvenile Court of COLORADO County.

ARTICLE VI
EXAMINATION OF PROGRAM & RECORDS

- 6.01 Service Provider agrees that it will permit Juvenile Probation to examine and evaluate its program of services provided under the terms of this agreement and/or to review its record periodically. This examination and valuation of the program may include site visitation, observation of programs in operation, interview and the administration of questionnaires to the staff of Service Provider and the children when deemed necessary.
- 6.02 Service Provider shall provide to Juvenile Probation such descriptive information on contracted children as requested on forms provided by Juvenile Probation.
- 6.03 For purpose of evaluation, inspection, auditing or reproduction, Service Provider agrees to maintain and make available to authorized representatives of the State of Texas or Juvenile Probation any and all books, documents or other evidence pertaining to the costs and expenses of this Agreement.

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- 6.04 Service Provider will keep a record of services provided to Juvenile Probation under this Agreement, and upon reasonable notice will provide information, records, papers, reports, and other documents regarding services furnished as may be requested by Juvenile Probation. Service Provider will maintain the records (as referenced above) for seven (7) years after the termination of this Agreement.
- 6.05 Service Provider understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Service Provider further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Service Provider will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Service Provider and the requirement to cooperate is included in any subcontract it awards.

**ARTICLE VII
CONFIDENTIALITY OF RECORDS**

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

**ARTICLE VIII
DUTY TO REPORT**

- 8.01 Allegations Occurring Inside the Facility. As required by Texas Family Code Chapter 261 and Title 37 Texas Administrative Code Chapter 358, or successor provisions, Service Provider, and any of its employees, interns, volunteers or contractors, shall report any allegation or incident of abuse, neglect, exploitation, death or other serious incident involving a child in a juvenile justice facility or juvenile justice program in the following manner:
- A. For all allegations and incidents except sexual abuse and serious physical abuse: within twenty-four (24) hours from the time the allegation is made, to the following:
1. Local law enforcement agency; and
 2. Texas Juvenile Justice Department by submitting a TJJD Incident Report Form to facsimile number 1-512-424-6716 (or if unable to complete the form within 24 hours, then by calling toll-free 1-877-786-7263, followed by submitting the report within 24 hours of said call). In addition, for serious incidents, a treatment discharge form or other medical documentation that contains evidence of medical treatment pertinent to the reported incident shall be submitted to the Texas Juvenile Justice Department within 24 hours of receipt; and
 3. With respect to juveniles placed by Juvenile Probation, the TJJD Incident Report Form shall also be sent to Juvenile Probation within 24 hours at facsimile number (979) 732-2674 and Service Provider shall contact Juvenile Probation by telephone at (979) 732-6927 within 24 hours.
- B. For allegations and incidents of sexual abuse or serious physical abuse:
1. Local law enforcement agency immediately, but no later than one (1) hour from the time a person gains knowledge of or suspects the alleged serious physical abuse or sexual abuse. The initial report shall be made by phone to law enforcement;
 2. Texas Juvenile Justice Department shall be notified immediately, but no later than four (4) hours from the time a person gains knowledge of or suspects the alleged serious physical abuse or sexual abuse. The initial report shall be made by phone by calling toll-free 1-877-786-7263. Within 24 hours of the report by phone, the completed TJJD Incident Report Form shall be submitted by facsimile number 1-512-424-6716 or by email at abuseneglect@tjjd.texas.gov and

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3. With respect to children placed by Juvenile Probation, the TJJD Incident Report Form shall also be sent to Juvenile Probation within 24 hours at facsimile number (979) 732-2674.

8.02 Allegations Occurring Outside the Facility. Any person who witnesses, learns of, receives an oral or written statement from an alleged victim or other person with knowledge or who has a reasonable belief as to the occurrence of alleged abuse, neglect, exploitation, death or other serious incident involving a juvenile, but that is not alleged to involve an employee, intern, volunteer, contractor, or service provider of a program or facility, shall be immediately reported to law enforcement or to other appropriate governmental unit as required in Texas Family Code Chapter 261.

8.03 As used within this Agreement:

- A. An allegation or incident includes the witnessing, learning, or receiving an oral or written statement from an alleged victim or other person with reasonable belief or knowledge as to the occurrence of an alleged abuse, neglect, exploitation, death or other serious incident involving a juvenile in a juvenile justice facility or juvenile justice program.
- B. A serious incident is attempted escape, attempted suicide, escape, reportable injury, youth-on-youth physical assault or youth sexual conduct.
- C. Sexual abuse is conduct committed by any person against a juvenile that includes sexual abuse by contact or sexual abuse by non-contact.
- D. Serious physical abuse is bodily harm or condition that resulted directly or indirectly from the conduct that formed the basis of an allegation of abuse, neglect or exploitation, if the bodily harm or condition requires medical treatment by a physician, physician assistant, licensed nurse practitioner, emergency medical technician, paramedic or dental.
- E. A juvenile justice facility is a facility, including its premises and affiliated sites, whether contiguous or detached, operated wholly or partly by or under the authority of the governing board, juvenile board or by a private vendor under a contract with the governing board, juvenile board or governmental unit that serves juveniles under juvenile court jurisdiction. The term includes: a public or private juvenile post-adjudication secure correctional facility required to be certified in accordance with the Texas Family Code; and a public or private non-secure juvenile post-adjudication residential treatment facility housing juveniles under juvenile court jurisdiction.
- F. A juvenile justice program is a program or department operated wholly or partly by the governing board, juvenile board or by a private vendor under contract with the governing board or juvenile board that serves juveniles under juvenile court jurisdiction or juvenile board jurisdiction. The term includes a juvenile justice alternative education program and a non-residential program that serves juvenile offenders while under the jurisdiction of the juvenile court or juvenile board jurisdiction and a juvenile probation department.

**ARTICLE IX
CRIMINAL HISTORY SEARCHES**

- 9.01 Criminal history searches shall be conducted by Service Provider for any and all of its employees, interns, volunteers or contractors providing services in a juvenile justice facility or juvenile justice program that may have direct unsupervised access to children in the facility or program.
- 9.02 Criminal history searches shall include the following:
 - A. Texas criminal history fingerprint-based criminal history background search through the Texas Department of Public Safety.

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

**ARTICLE X
DISCLOSURE OF INFORMATION**

- 10.01 Service Provider warrants that, prior to entering this contract, it has verified and disclosed the following information to Juvenile Probation, and agrees that it shall have an ongoing affirmative duty under this Agreement to promptly ascertain and disclose in sufficient detail this same information to Juvenile Probation:
- A. Any and all corrective action required by any of Service Provider's licensing authorities;

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

**ARTICLE XI
EQUAL OPPORTUNITY**

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

**ARTICLE XII
ASSIGNMENT & SUBCONTRACT**

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

**ARTICLE XIII
OFFICIALS NOT TO BENEFIT**

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

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**ARTICLE XIV
DEFAULT**

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

**ARTICLE XV
TERMINATION**

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

**ARTICLE XVI
WAIVER OF SUBROGATION**

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

**ARTICLE XVII
REPRESENTATIONS & WARRANTIES**

- 17.01 Service Provider hereby represents and warrants the following:
- A. That it has all necessary right, title, license and authority to enter into this Agreement;
 - A. That it is qualified to do business in the State of Texas; that it hold all necessary licenses and staff certifications to provide the type (s) of services being contracted for; that it is in compliance with all statutory and regulatory requirements for the operations of its business and that there are no taxes due and owing to the State of Texas, the County of Brazos or any political subdivision thereof;
 - B. Brazos County will maintain in force policies of general liability insurance against loss to any person (\$100,000.00) or property occasioned by acts (\$100,000.00) or omissions of Service Provider providing limits of \$300,000.00 per occurrence for bodily injury and \$100,000.00 per occurrence of property damage. Certificate of Liability Insurance shall be furnished to Juvenile Probation. Furthermore, Juvenile Probation shall be notified immediately upon any changes in the status of the insurance policy and shall promptly furnish updated certificates of insurance to Juvenile Probation.

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- C. That all of its employees, interns, volunteers, subcontractors, agents and/or consultants will be properly trained to report allegations or incidents of abuse, exploitation, neglect, death or serious incidents involving a child under the supervision of Juvenile Probation in accordance with the requirements of Texas Family Code Chapter 261 and any applicable Texas Juvenile Justice Department administrative rules regarding abuse, neglect, exploitation, death or serious incidents; and that, if it has employees, interns, volunteers, subcontractors, agents and/or consultants that have contact with children in a juvenile justice facility or juvenile justice program, then it shall prominently post in all public and staff areas of any and all of its offices/facilities, both the English and Spanish language versions of the following official notice forms that are available on the Texas Juvenile Justice Department website: *Notice to Public Regarding Abuse, Neglect and Exploitation* and *Notice to Employees Regarding Abuse, Neglect and Exploitation*.

**ARTICLE XVIII
TEXAS LAW TO APPLY**

- 18.01 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Brazos County, Texas.

**ARTICLE XIX
VENUE**

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

**ARTICLE XX
LEGAL CONSTRUCTION**

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

**ARTICLE XXI
PRIOR AGREEMENTS SUPERSEDED**

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

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

**ARTICLE XXII
PRISON RAPE ELIMINATION ACT**

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

Under PREA, Service Provider is complying with PREA standards [PREA §115.312(b)] and shall make available to the CJPO all incident-based aggregated data reports of sexual abuse at its facility within 24-hours of the allegation, and all such data may be requested by the Department of Justice from the previous calendar year no later than June 30th [PREA §115.387(e) and (f)]

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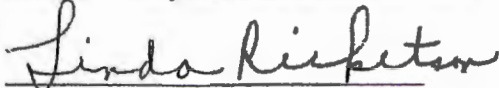
**Brazos County Juvenile Justice Center
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Colorado County Juvenile Probation



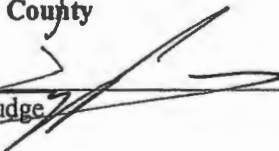
Executive Director

Brazos County Juvenile Justice Center




Linda Ricketson
Executive Director

Colorado County



County Judge

Brazos County



Juvenile Board Chair

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**Brazos County Juvenile Justice Center
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BRAZOS COUNTY COMMISSIONERS COURT

ON _____, 20_____, FULLY EXECUTED IN DUPLICATE, EACH OF
WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL.

By: _____
Duane Peters, County Judge
200 S. Texas Ave., Ste. 332
Bryan, TX 77803
Phone: 979-361-4102
Fax: 979-361-4503

**MINUTES OF THE COLORADO COUNTY
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- _14. Contract for Residential Juvenile Offender Services with the County of Bell for the term September 1, 2022 – August 31, 2023. (Prause)

Motion by Judge Prause to approve a contract for Residential Juvenile Offender Services with the County of Bell for the term September 1, 2022 – August 31, 2023; seconded by Commissioner Neuendorff; 4 ayes 0 nays; motion carried; it was so ordered.

(See Attachment)

MINUTES OF THE COLORADO COUNTY
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October 24, 2022



2nd 25th Judicial District
Department of Juvenile Services

Jessica Richard Crawford
District Judge
2nd 25th Judicial District

William D. Old, III
District Judge
25th Judicial District

Roseann Mikes
Director

Keith Garner
Assistant Director

October 18, 2022

Colorado County Commissioners Court
Colorado County Courthouse
Columbus, Texas 78934

Attn: Colorado County Judge

Dear Judge Prause:

Enclosed please find the Contracts for Secure Short - Term Detention of Juvenile Offenders between Colorado County Juvenile Probation Department and Brazos County Juvenile Justice Center and Bell County Juvenile Services.

The term of these agreements is for 12 months. The Brazos contract commences October 1, 2022 – September 30, 2023, while the Bell contract commences September 1, 2022 – August 31, 2023. Each contract shall be automatically renewed for one-year terms thereafter. The daily rate for Brazos is set at \$100.00 per day while the rate for Bell is set for \$200.00 per day.

We respectfully request the Colorado County Commissioners' Court's approval these service agreements. Upon approval, please place your signature on the last page of both original agreements.

Please return the completed agreements to the Lavaca County Probation Department.

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

Sincerely,

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

Roseann Mikes
Chief Probation Officer

Lavaca County

P.O. Box 330

Hallettsville, Texas 77964

(361)798-9906

Fax: (361)798-5904

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

October 24, 2022

STATE OF TEXAS	}	
	}	Contract for Residential Juvenile Offender Services
COUNTY OF BELL	}	

This contract and agreement is entered into by and between the **Bell County Juvenile Board** and the County of **Colorado** (*Contracting County*) acting by and through their respective duly authorized representatives, to be effective from September 1, 2022 through August 31, 2023, pursuant to its provisions.

I. Purpose

1. This contract and agreement is entered into for the purpose of placement by Contracting County of children alleged to have committed acts of delinquency or acts indicating a need for supervision, as ordered by a Juvenile Court, into Bell County's juvenile facility, whether said children are in pre-adjudicated, pre-dispositional, or post-dispositional status as prescribed by an appropriate court.
2. In accordance with this agreement, Bell County shall provide both a pre-adjudication detention facility and/or a post adjudication residential treatment program in compliance with applicable Texas Administrative Code and Texas Juvenile Justice Department standards and regulations.
3. Bell County will accept any child, as qualified hereunder, in its facility without regard to said child's religion, creed, race, color, sex, or national origin, nor discriminate against any child on such basis.

II. Services Provided

1. Level of care services delivery criteria as well as the required description of the characteristics of children will be in accordance with the definitions determined by the Texas Juvenile Justice Department.

Bell County will provide the following level of care services:

- A. **Pre-Adjudication Detention Facility- Basic Level of Care:** Basic Level of Care consists of a structured, supportive residential setting that is designed to maintain or improve the child's functioning. It includes routine guidance and supervision to ensure the child's safety, involvement in age-appropriate structured activities, rehabilitative services and guidance from professionals or paraprofessionals to help the child attain or maintain functioning appropriate to the child's age and development.

Basic Level of Care requires the facility meet all applicable standards under Title 37 Texas Administrative Code.

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- B. Post-Adjudication Residential Program- Specialized Level of Care:** Specialized Level of Care consists of a structured, controlled residential treatment setting that is designed to provide appropriate supervision and a moderate level of therapeutic services to maintain or improve the child's functioning. These services reflect a full range of social, psychosocial, and rehabilitative interventions. Specialized programming is developed and implemented by appropriately credentialed professionals.

The provision of individual, group and family therapy and other therapeutic interventions and programs, are managed and administered by appropriately licensed mental health professionals (e.g., psychiatrists, psychologists, therapists, counselors or paraprofessional staff under the direct supervision of professional therapists or counselors).

Review of a child's continued need for specialized services shall be conducted at least every 90 days by an appropriate mental health professional and/or treatment team.

Specialized Level of Care requires the facility meet all applicable standards under Title 37 Texas Administrative Code. Secure Post-adjudications facilities that are registered with the Texas Juvenile Justice Department and certified by the local juvenile board to qualify for this higher level of funding.

- C. Post-Adjudication Residential Program- Specialized Substance Abuse Treatment Program:** In addition to the criteria set forth for specialized level of care, the provision of substance abuse treatment, utilizing the Matrix Model through Hazelden Foundation. Additional evidence-based, social emotional learning curriculum is utilized. Family components are more inclusive/intensive throughout the entire treatment process and include group therapy. Services also include evidence-based curriculums teaching anger management, social cognitive processing, emotional regulation, and a variety of coping skills from cognitive restructuring to meditation and mindfulness. Clinical approaches include the Transtheoretical Model, CBT, TF-CBT, REBT, Motivational Interviewing, and the 12 Steps.

2. Bell County will provide basic residential services, including standard supervision by qualified adults, food and snacks, recreation, personal hygiene items haircuts, school supplies and room, (rent utilities, maintenance, telephone). In addition, Bell County will provide program components, which, at a minimum, will include Texas Education Agency-approved educational programs, appropriate counseling programs, and process groups. Additional programs under the post adjudication residential program will include anger management, life skills, and substance use components, as required. Specific goals and outputs will be identified for each post adjudicated resident and measurable outcomes relating to established program objectives will be documented.

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3. In addition, Bell County will be responsible for medical examinations within the facility for said children, as necessary, and/or treatment and/or hospitalization outside the facility, with prior written approval of Contracting County, if feasible, also as necessary. If emergency examination, treatment and/or hospitalization of a child under this agreement is required, Bell County, or its agent is authorized to secure said medical services, or transfer to other tertiary care centers, at the expense of Contracting County, and Contracting County agrees to indemnify, to the extent permitted by law, and hold harmless Bell County, its representatives, agents, and employees from any and all liability for charges for reasonable and necessary medical treatment, examination, and/or hospitalization. Bell County, or its designee, shall notify the appropriate county and parent/guardian of such emergency within twenty-four (24) hours of its occurrence.
4. Contracting County will be permitted to periodically examine and evaluate both the facilities, programs, and appropriate records maintained by Bell County and provided under the terms of this agreement, including on-site visitation, observation of programs in operation, and interviews with the children placed by said county. Bell County will keep a record of all services provided to Contracting County under this Agreement, and upon reasonable notice will provide information, records, papers, reports and other documents regarding services furnished as may be requested by Contracting County. Bell County will maintain the records (as referenced above) for three (3) years after the termination of this Agreement.
5. Bell County will provide to Contracting County such information on children placed with the facility by said county as requested on forms to be provided by Contracting County. Bell County shall maintain strict confidentiality of all information and records relating to said children except as may be otherwise required by law or to the extent necessary to further performance of services under this agreement.

III. Evaluation Criteria

1. The performance of Bell County in achieving the goals of the Contracting County will be evaluated on the basis of the output and outcome measures contained in this section. Contracting County, at its discretion, may use other means or additional measures to evaluate the performance of Bell County in fulfilling the terms and conditions of the Agreement.
 - a. Contracting County shall evaluate Bell County's performance under this Agreement according to the following specific performance goals of Bell County.
 - (1) Ensure children complete residential placement.
 - (2) Prevent re-referrals of children during the six (6) months following release from residential placement.
 - (3) Ensure children advance in their phase system as they progress in the treatment program.

**MINUTES OF THE COLORADO COUNTY
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- b. Contracting County shall additionally evaluate Bell County by the following output measures (in actual numbers of units of service and activities):
 - (1) The total number of children placed in residential placement.
 - (2) The total number of children discharged from residential placement successfully.
 - (3) The total number of re-referrals of children discharged from placements within six (6) months after release.
 - (4) The total number of children who advance in the phase system.
 - (5) The average length of time before a child advances in the phase system.
- c. Contracting County shall further evaluate Bell County by the following outcome measures:
 - (1) Percentage of children in residential placement who will complete their placement as a successful discharge.
 - (2) Percentage of children who have completed their placement and no re-referrals within six (6) months after release.
 - (3) Percentage of children who advance in the phase system.
- d. Failure to reach any specified goals by a juvenile shall not give rise to the contracting county for any cause of action or suit against Bell County for breach of contract, failure of consideration, specific performance nor any other cause of action at law or in equity.

IV. Terms

- 1. The term of this contract shall be twelve (12) months from the effective date of this agreement. This contract shall automatically renew and extend for an additional one year period on the first day of September of each succeeding year unless contractor gives written notice to service provider not less than thirty (30) days prior to the first day of September of each succeeding anniversary.
- 2. Either party may terminate this contract and agreement for any reason by notifying the other party in writing, thirty (30) days in advance, by certified delivery or personal delivery to the other party's principal address, or the intention to terminate the contract. Contracting County shall remove all children placed in the facility on or before the termination date.
- 3. At a minimum any juvenile court order under which children are placed in the detention facility shall require the child to follow all rules and regulations relating to conduct, as fixed and determined by Bell County and/or the staff of the facility. The child shall be released from the facility to Contracting County or appropriate responsible adult on or before the date any such order expires.
- 4. If a child, after his or her placement, and in the sole judgment of Bell County, or its agent, is found or reasonably believed to be mentally and/or physically unfit, dangerous,

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unmanageable, unsuitable for a given program, or a combination of such conditions or characteristics, or whose mental or physical health condition would or might endanger the child or other occupants of the facility, then upon notice to the Contracting County, the Contracting County shall remove or cause to be timely removed said child from the facility. Efforts shall be made within 24 hours of said notice to remove said child from the facility, but in no event, more than 48 hours of said notice.

5. It is specifically understood that acceptance of any child in the facility will be determined on a space available basis, and that children placed in the facility by Bell County shall receive priority. Contracting County shall call Bell County prior to transporting a child to Bell County's facility to ensure that space is available. Children referred for post adjudicated placement shall complete the necessary referral process prior to placement. In the event that maximum capacity of occupation of the facility is reached, Bell County has the right, and Contracting County agrees, to ask that Contracting County remove whatever number of children that it has placed in the facility necessary to maintain a proper occupancy rate, and Contracting County shall immediately remove whatever number of children is requested to be removed.
6. Bell County shall adhere to all applicable state and federal laws and regulations pertinent to the services offered herein, including the standards promulgated by the Texas Juvenile Justice Department.
7. A copy of the appropriate juvenile court order for any child placed with the facility shall be provided Bell County at the time the child is transported to the facility, as well as all appropriate pre- and post-adjudication paperwork as required by the Texas Juvenile Justice Department, or its successor agency.
8. Bell County will give Contracting County at least ten (10) days notice prior to discharging a child, except in circumstances in which the child is determined to be a danger to self or others in which the child shall be immediately and timely removed from the facility by Contracting County pursuant to section 4 of this contract.
9. Any furlough of a child placed in the facility with a parent, guardian, custodian, or other responsible adult shall be allowed only with the prior written permission of Contracting County or other appropriate juvenile court.
10. It is understood and agreed that a child placed in the facility shall not be discharged there from without receipt by Bell County of a properly certified order signed by the judge having juvenile jurisdiction and Contracting County, or proper written authorization of the Juvenile Probation Department initially detaining the child.
11. Bell County shall report any allegation or incident of abuse, exploitation, or neglect of any child in the facility, whether or not placed by Contracting County, immediately but no later than one (1) hour to local law enforcement, immediately but no later than four (4)

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hours to the Texas Juvenile Justice Department, and immediately but no later than twenty four (24) hours to the Contracting County.

12. Bell County certifies that its employees comply with all standards allowing direct contact with children within the facility, including criminal history background, and have not been the subject of any investigation by a regulatory or law enforcement agency causing a reason to believe possible abuse, neglect, or exploitation of a child. It further certifies that no registered sex offender, whether a subcontractor or employee, or agent thereof, shall be in contact with any child held in the facility.
13. To the extent permitted by law, Contracting County agrees to indemnify and hold harmless Bell County, its officers, agents, and employees from all suits, actions, losses, damages, claims, or liability of any character, type, or description, including, but, not limited to any injury to persons or property, received or sustained by any person or persons or property, arising out of, or occasioned by, directly or indirectly, the acts or omissions, of Contracting County, its agents, servants, employees, consultants, or invitees, in the execution or performance of this agreement.

V. Compensation and Payment

1. Contracting County agrees to pay Bell County the sum of **\$200.00** per day for each child placed in the Bell County Juvenile Services **Pre-Adjudication Detention Facility**. Contracting County agrees to pay **\$250.00** per day for each child placed for a **specialized level of care** in the post-adjudication program. Contracting County agrees to pay the sum of **\$300.00** per day for each child placed in the **specialized Substance Abuse Program**. It is specifically understood by the parties that all payments by Contracting County shall come from currently budgeted funds.
2. Contracting County further agrees to pay or reimburse Bell County for any expenditure incurred as a result of medical or dental examination, treatment, or hospitalization of any child placed with the facility.
3. Bell County shall monthly invoice Contracting County for payment and reimbursement under this agreement, and Contracting County agrees to make timely payment. Bell County shall maintain all applicable records for a minimum of seven (7) years or until any pending audits or other questions arising there from have been resolved. Bell County shall account separately for the receipt and expenditure of any and all funds received under this agreement.
4. Acceptance of funds under this agreement acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with funds expended or received by Bell County. Both parties agree to cooperate fully with the State Auditor's Office or successor and the conduct of such audit

**MINUTES OF THE COLORADO COUNTY
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or investigation, including the provision of all records requested. Bell County will require the same agreement to cooperate on the part of any subcontractors that may provide related services to Bell County.

- a. Bell County shall account separately for the receipt and expenditure of any and all state funds received from Juvenile Probation under this contract. Contracting County shall account separately for state funds received and expended utilizing the Generally Accepted Accounting Practices (GAAP).
 - b. It is understood and agreed by Bell County that this Agreement is funded in whole or in part with grant or state funds and shall be subject to termination without penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature.
 - c. Bell County will provide certification of eligibility to receive State Funds as required by Texas Family Code 231.006.
5. Psychiatric services will be provided to the child on an as needed basis and shall be billed to the Contracting County. An initial psychiatric/psychological evaluation that has been conducted within the last twelve (12) months is required prior to acceptance into the program.

VI. Additional Terms & Agreement

1. Bell County complies with the standards of the Prison Rape Elimination Act (PREA) and has zero tolerance towards all forms of sexual abuse, sexual harassment, and retaliation for reporting or assisting in the investigation of such incidents.
2. All agencies contracting with Bell County for placement of residents have the right to monitor the facility to ensure compliance with PREA standards.
3. If a resident from the Contracting County alleges that he/she was abused while in the custody of Bell County, an administrative investigation of the incident will be conducted and Bell County will refer the allegation to the Killeen Police Department for criminal investigation.
4. Bell County will contact the Contracting County's Chief Juvenile Probation Officer as soon as possible, but within seventy-two (72) hours, to inform him/her of the allegation and will provide periodic updates as to the status of the ongoing investigations.
5. The resident victim will be offered a forensic medical exam at no financial cost to the resident or the Contracting County where evidentiary or medically appropriate, a victim

**MINUTES OF THE COLORADO COUNTY
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advocate for support during the forensic medical examination, investigation interviews, and as needed for emotional support, crisis intervention, information, and referrals.

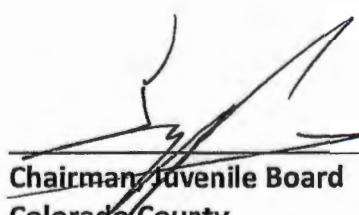
6. Bell County will provide medical and mental health services to any resident who has been the victim of sexual abuse while confined in Bell County at no cost to the resident or Contracting County for the duration of care as determined by a qualified medical and mental health practitioner.

VII. Miscellaneous

1. No provision of this contract and agreement may be assigned without the prior written consent of the parties thereto.
2. The parties agree that this agreement and contract constitutes the sole and only agreement of the parties hereto, that it supersedes any prior agreement or understanding regarding the subject matter within, and no provision of this agreement may be revised or amended without the written agreement of both parties.
3. In the event of any legal action arising under this agreement, the laws of Texas shall apply and venue shall be in Bell County, Texas.
4. The parties verify they are not currently boycotting Israel and will not boycott Israel during the term of this contract. The term "boycott Israel" is defined by Texas Government Code Section 808.001, effective September 1, 2017.
5. All notices to Bell County shall be sent to 4800 E. Rancier Ave., Killeen, TX 76543. All notices to the Contracting County shall be sent to:

Effective Date: September 1, 2022.

Chairman, Juvenile Board
Bell County



Chairman, Juvenile Board
Colorado County

Director / Chief
Bell County Juvenile Services



Director / Chief
Colorado County Juvenile Probation

**MINUTES OF THE COLORADO COUNTY
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- _15. Approve payment of compensatory time for sheriff department, jail, dispatch, and other county employees as determined by Commissioners Court. (Kana)

Compensatory time to be paid through October 31, 2022. One employee from Precinct 4 will be added to the list.

Motion by Commissioner Neuendorff to approve payment of compensatory time for sheriff department, jail, dispatch, and other county employees as determined by Commissioners Court; seconded by Commissioner Gertson; 4 ayes 0 nays; motion carried; it was so ordered.

(See Attachment)

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
October 24, 2022**

COMPENSATORY HOURS ON BOOKS AS OF 9-30-22				
EMPLOYEE NAME	COMPENSATORY HOURS ACCRUED	HOURLY REGULAR RATE	TOTAL AMOUNT TO BE PAID 11/30	
JEFF ARGO	30.0000	25.15	754.50	
ZANE BLAHA	27.00	22.91	618.57	
FRANK CANTU	5.63	22.91	128.98	
BRENDA HENKES	223.50	22.06	4,930.41	
TRAVIS LEIHARDT	107.75	18.8	2,025.70	
ANDREW LOPEZ	10.87	24.71	268.60	
MARY MAYFIELD	0.50	24.27	12.14	
BENJAMIN MELENDEZ	28.50	24.81	707.09	
ALLISON MICAN	14.75	17.95	264.76	
TROY NEISNER	10.50	29.73	312.17	
RYAN OHL	9.00	24.44	219.96	
TYLER PAVLICEK	27.00	22.91	618.57	
KATLYN PERALES	93.5	21.52	2,012.12	
TOMAS RAMIREZ	10.87	25.71	279.47	
RACHEL SANJUAN	215.77	20.28	4,375.82	
GERI VANDERMARK	64.00	17.95	1,148.80	
DAVID WIESE	8.00	25.25	202.00	
ROBERT VILLANUEVA	47.00	23.18	1,089.46	
JANICE WILLETTE	32.5	20.03	650.98	
JOSHUA CADMAN	49.50	18.34	907.83	
RACHEAL ESSARY	79.50	18.34	1,458.03	
MICHAEL FREY	31.50	18.34	577.71	
ASHLEY LAAKE	21.00	18.34	385.14	
ROBERT LORMAND	33.00	18.34	605.22	
MELBA MINKS	32.25	19	612.75	
MICHELLE NUNNELLY	70.25	18.34	1,288.39	
CHRISTOPHER VANICEK	63.75	22	1,402.50	
LISA WEISS	43.13	18.34	791.00	
DANIEL ZAHRADNIK	13.87	19	263.53	
TOTAL GENERAL FUND			28,912.18	
COUNTY ATTY FORFEITURE				
KEITH WEBB	84.00	27.57	2,315.88	

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
October 24, 2022**

COMPENSATORY HOURS ON BOOKS AS OF 09-30-22				
EMPLOYEE NAME	COMPENSATORY HOURS ACCRUED	HOURLY REGULAR RATE	TOTAL AMOUNT TO BE PAID 11/30	
GENERAL FUND				
CODY NANCE	88.77	14.84	1,317.35	
REBECCA MAYO	40.75	18.33	746.95	
NANCEE LOWRANCE	65.62	31.25	2,050.63	
TAMMY WOOLLS	92.88	19.81	1,839.95	
ANGELICA MORALES	68.49	17.73	1,214.33	
MARICELVA SAENZ	21.14	17.82	376.71	
DIANNE MIKSCH	84.12	21.31	1,792.60	
JOSHUA GUTHMANN	231.63	20.96	4,854.96	
R&B PCT #3				
DOUGLAS POLASEK	68.25	23.38	1,595.69	
ROBERT SOCHA	191.50	26.68	5,109.22	
TOTAL			20,898.38	

**MINUTES OF THE COLORADO COUNTY
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- _16. Service Agreement with AT&T for long distance service for a 2 year term. (Kana)

The current agreement expires in January. This contract will continue the same rate of a little over four cent a minute for long distance service.

Motion by Commissioner Wessels to approve a service agreement with AT&T for long distance service for a 2 year term; seconded by Commissioner Neuendorff; 4 ayes 0 nays; motion carried; it was so ordered.

(See Attachment)

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
October 24, 2022**



**AT&T HIGH VOLUME CALLING IVSM
\$600 thru \$12,000 MAC
Pricing Schedule— Pursuant to Standard Tariff or Guidebook**

AT&T MA Reference No.

Customer	AT&T
County of Colorado Street Address: 318 Spring St. Suite 104 City: Columbus State/Province: TX Zip Code: 78934 Country: USA	AT&T Corp.
Customer Contact (for Notices)	AT& Contact (for Notices)
Name: Raymie Kana Title: County Auditor Street Address: 318 Spring St. Suite 104 City: Columbus State/Province: TX Zip Code: 78934 Country: USA Telephone: 979-732-2791 Email: raymie.kana@co.colorado.tx.us Customer Account Number or Master Account Number: 858540623	Name: David Fouts Street Address: 9505 ARBORETUM BLVD City: Austin State/Province: TX Zip Code: 78759 Country: USA Telephone: 512 517 1530 Email: df037s@att.com Sales/Branch Manager: Mary Duke SCVP Name: George Spencer Sales Strata: LED Sales Region: SW With a copy (for Notices) to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) <input type="checkbox"/>	
Name: Company Name: Agent Street Address: City: State: Zip Code: Telephone: Fax: Email: Agent Code	

This Pricing Schedule is part of the Agreement referenced above.

AT&T reserves the right to reject this Pricing Schedule if not signed by Customer and submitted to AT&T on or before December 31, 2022.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Name: J. Prause	Name:
Title: County Judge	Title:
Date: 10-24-22	Date:

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
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**AT&T HIGH VOLUME CALLING IVSM
Up To \$12,000 MAC
Pricing Schedule**

1. SERVICE, SERVICE PROVIDER and SERVICE PUBLICATION

Service	AT&T High Volume Calling IV SM – an optional calling plan for outbound and inbound long distance services
Service Provider	SBC Long Distance, LLC d/b/a AT&T Long Distance ("AT&T")
Service Publication	AT&T Long Distance Voice Product Reference and Pricing Guidebook ("Guidebook") and applicable state tariff or guidebook: https://cpr.att.com/pdf/sbclid/sbclidmain.html

2. PRICING SCHEDULE TERM and EFFECTIVE DATES

Pricing Schedule Term	As specified below
Start Date of Pricing Schedule Term	Upon implementation in the AT&T billing system
Effective Date of Rates and Discounts	Start Date of Pricing Schedule Term.
Rates Following end of Pricing Schedule Term	Out of term rates per Service Publication as revised from time to time

3. TERM and MAC

Term and MAC: Options for 1 or 2 Year Terms with MAC of \$600, \$2,400, \$6,000, \$9,000 or \$12,000	2 Year Term \$600 MAC
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4. RATES and CHARGES

A. High Volume Calling IV – Interstate Switched - Per minute usage rates for outbound calls and inbound TFS based on the selected MAC and Term in Section 3.

MAC	1 Year Term	2 Year Term
\$600	\$0.0450	\$0.0440
\$2,400	\$0.0440	\$0.0430
\$6,000	\$0.0430	\$0.0420
\$9,000	\$0.0425	\$0.0415
\$12,000	\$0.0420	\$0.0410

B. High Volume Calling IV – Intrastate InterLATA and IntraLATA Switched - Per minute usage rates for outbound calls and inbound TFS per State based on the selected MAC and Term in Section 3.

MAC	InterLATA		IntraLATA		MAC	InterLATA		IntraLATA	
California	1 Year Term	2 Year Term	1 Year Term	2 Year Term	Nevada	1 Year Term	2 Year Term	1 Year Term	2 Year Term
\$600	\$0.0450	\$0.0440	\$0.0450	\$0.0440	\$600	\$0.0547	\$0.0547	\$0.0547	\$0.0547
\$2,400	\$0.0440	\$0.0430	\$0.0440	\$0.0430	\$2,400	\$0.0547	\$0.0547	\$0.0547	\$0.0547
\$6,000	\$0.0430	\$0.0420	\$0.0430	\$0.0420	\$6,000	\$0.0547	\$0.0547	\$0.0547	\$0.0547
\$9,000	\$0.0425	\$0.0415	\$0.0425	\$0.0415	\$9,000	\$0.0547	\$0.0547	\$0.0547	\$0.0547
\$12,000	\$0.0420	\$0.0410	\$0.0420	\$0.0410	\$12,000	\$0.0547	\$0.0547	\$0.0547	\$0.0547

MAC	InterLATA		IntraLATA		MAC	InterLATA		IntraLATA	
Texas	1 Year Term	2 Year Term	1 Year Term	2 Year Term	Oklahoma	1 Year Term	2 Year Term	1 Year Term	2 Year Term
\$600	\$0.0680	\$0.0680	\$0.0680	\$0.0680	\$600	\$0.0680	\$0.0680	\$0.0680	\$0.0680
\$2,400	\$0.0680	\$0.0680	\$0.0680	\$0.0680	\$2,400	\$0.0680	\$0.0680	\$0.0680	\$0.0680
\$6,000	\$0.0680	\$0.0680	\$0.0680	\$0.0680	\$6,000	\$0.0680	\$0.0680	\$0.0680	\$0.0680
\$9,000	\$0.0680	\$0.0680	\$0.0680	\$0.0680	\$9,000	\$0.0680	\$0.0680	\$0.0680	\$0.0680
\$12,000	\$0.0680	\$0.0680	\$0.0680	\$0.0680	\$12,000	\$0.0680	\$0.0680	\$0.0680	\$0.0680

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
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**AT&T HIGH VOLUME CALLING IVSM
Up To \$12,000 MARC
Pricing Schedule**

MAC		InterLATA		IntraLATA		MAC		InterLATA		IntraLATA	
Kansas	1 Year Term	2 Year Term	1 Year Term	2 Year Term	Michigan	1 Year Term	2 Year Term	1 Year Term	2 Year Term		
\$600	\$0.0680	\$0.0680	\$0.0680	\$0.0680	\$600	\$0.0450	\$0.0440	\$0.0450	\$0.0440		
\$2,400	\$0.0680	\$0.0680	\$0.0680	\$0.0680	\$2,400	\$0.0440	\$0.0430	\$0.0440	\$0.0430		
\$6,000	\$0.0680	\$0.0680	\$0.0680	\$0.0680	\$6,000	\$0.0430	\$0.0420	\$0.0430	\$0.0420		
\$9,000	\$0.0680	\$0.0680	\$0.0680	\$0.0680	\$9,000	\$0.0425	\$0.0415	\$0.0425	\$0.0415		
\$12,000	\$0.0680	\$0.0680	\$0.0680	\$0.0680	\$12,000	\$0.0420	\$0.0410	\$0.0420	\$0.0410		

MAC		InterLATA		IntraLATA		MAC		InterLATA		IntraLATA	
Illinois	1 Year Ter	2 Year Term	1 Year Term	2 Year Term	Indiana	1 Year Term	2 Year Term	1 Year Term	2 Year Term		
\$600	\$0.0450	\$0.0440	\$0.0450	\$0.0440	\$600	\$0.0450	\$0.0440	\$0.0450	\$0.0440		
\$2,400	\$0.0440	\$0.0430	\$0.0440	\$0.0430	\$2,400	\$0.0440	\$0.0430	\$0.0440	\$0.0430		
\$6,000	\$0.0430	\$0.0420	\$0.0430	\$0.0420	\$6,000	\$0.0430	\$0.0420	\$0.0430	\$0.0420		
\$9,000	\$0.0425	\$0.0415	\$0.0425	\$0.0415	\$9,000	\$0.0425	\$0.0415	\$0.0425	\$0.0415		
\$12,000	\$0.0420	\$0.0410	\$0.0420	\$0.0410	\$12,000	\$0.0420	\$0.0410	\$0.0420	\$0.0410		

MAC		InterLATA		IntraLATA		MAC		InterLATA		IntraLATA	
Ohio	1 Year Term	2 Year Ter	1 Year Term	2 Year Term	Arkansas	1 Year Term	2 Year Term	1 Year Term	2 Year Term		
\$600	\$0.0450	\$0.0440	\$0.0450	\$0.0440	\$600	\$0.0787	\$0.0787	\$0.0787	\$0.0787		
\$2,400	\$0.0440	\$0.0430	\$0.0440	\$0.0430	\$2,400	\$0.0787	\$0.0787	\$0.0787	\$0.0787		
\$6,000	\$0.0430	\$0.0420	\$0.0430	\$0.0420	\$6,000	\$0.0787	\$0.0787	\$0.0787	\$0.0787		
\$9,000	\$0.0425	\$0.0415	\$0.0425	\$0.0415	\$9,000	\$0.0787	\$0.0787	\$0.0787	\$0.0787		
\$12,000	\$0.0420	\$0.0410	\$0.0420	\$0.0410	\$12,000	\$0.0787	\$0.0787	\$0.0787	\$0.0787		

MAC		InterLATA		IntraLATA		MAC		InterLATA		IntraLATA	
Wisconsin	1 Year Term	2 Year Term	1 Year Term	2 Year Term	Missouri	1 Year Term	2 Year Term	1 Year Term	2 Year Term		
\$600	\$0.0437	\$0.0437	\$0.0437	\$0.0437	\$600	\$0.0925	\$0.0925	\$0.0925	\$0.0925		
\$2,400	\$0.0437	\$0.0437	\$0.0437	\$0.0437	\$2,400	\$0.0925	\$0.0925	\$0.0925	\$0.0925		
\$6,000	\$0.0437	\$0.0437	\$0.0437	\$0.0437	\$6,000	\$0.0925	\$0.0925	\$0.0925	\$0.0925		
\$9,000	\$0.0437	\$0.0437	\$0.0437	\$0.0437	\$9,000	\$0.0925	\$0.0925	\$0.0925	\$0.0925		
\$12,000	\$0.0437	\$0.0437	\$0.0437	\$0.0437	\$12,000	\$0.0925	\$0.0925	\$0.0925	\$0.0925		

C. International Rates and Charges (Select One)

- International - High Volume Calling IV Option C Rates; additional Non-recurring charge: \$9.95
 Standard International Rates; No additional Non-recurring charge

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AT&T HIGH VOLUME CALLING IVSM
Up To \$12,000 MARC
Pricing Schedule

5. GENERAL TERMS

- A. **Additional Services, Rates and Charges:** The rates and charges for the following are not stabilized for the Pricing Schedule Term: International, International Mobile Termination Charges, Operator Toll Assistance Services, Directory Assistance Services, and any applicable payphone origination and other third-party pass through charges, regulatory fees, surcharges, and TFS charges. All such rates and charges are as set forth in the then-current Guidebook or Tariffs and are subject to change at any time.
- B. **Automatic Dialer Devices.** CUSTOMER SHALL NOT USE AUTODIALERS, PREDICTIVE DIALERS OR OTHER DEVICES THAT GENERATE AUTOMATED OUTBOUND CALLS IN CONJUNCTION WITH SERVICE OR SERVICE COMPONENTS PROVIDED UNDER THIS PRICING SCHEDULE IS STRICTLY PROHIBITED. AT&T MAY TERMINATE THIS PRICING SCHEDULE IMMEDIATELY IF CUSTOMER USES SUCH DEVICES.
- C. **Cancellation.** If Customer is non-responsive or not ready to have AT&T provision/fulfill the Service, AT&T may cancel this Pricing Schedule: (1) ninety (90) Days after Customer executes this Pricing Schedule; or (2) if Customer appropriately applies for E-Rate funding, (a) the later of (i) ninety (90) days after July 1st of the applicable E-Rate funding year or (ii) ninety (90) days after the date of the E-Rate Funding Commitment Decision Letter (FCDL)* for the Service in such E-Rate funding year, but, in any event, (b) upon expiration of the last day of such E-Rate funding year.

<i>Upgrade to an existing AT&T Long Distance Agreement</i>	
<input checked="" type="checkbox"/>	This is an upgrade to an existing AT&T Long Distance Agreement and the guidelines from Section 3.9.7 Revenue and Term plan Commitments of the Guidebook will apply to such existing agreement.

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- _17. Agreement for Aviation Support and Maintenance Services with DBT Transportation Services, LLC on the AWOS system at Robert R. Wells Jr. Airport (66R). (Kana)**

The agreement consists of an inspection of the AWOS system twice a year and needed maintenance.

Motion by Judge Prause to approve an agreement for Aviation Support and Maintenance Services with DBT Transportation Services, LLC on the AWOS system at Robert R. Wells Jr. Airport (66R); seconded by Commissioner Wessels; 4 ayes 0 nays; motion carried; it was so ordered.

(See Attachment)

**MINUTES OF THE COLORADO COUNTY
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**AVIATION SUPPORT AND MAINTENANCE SERVICES
Order Summary**

Contracted Party: Colorado County Attn: Raymie Kana 318 Spring Street, Suite 104 Columbus, TX 78934	Serviced Customer: (physical address) Robert R Wells Jr Airport (66R) Attn: Ty Prause, County Judge 1084 CR 102 RD Columbus, TX 78934
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The Effective Date of this Agreement is August 27th, 2022.

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

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

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

Fees		Contract Total: \$12,600.00
Annual Fee	\$ 6,300.00	Invoiced Annually
Unplanned Outage Fee	\$ N/A	per day (ex. lightning strike, bird strike)
Facility Visit Fee	\$ N/A	per day (ex. flight check)
Holiday Fee	\$ N/A	Additional to Unplanned Outage Fee
Cancellation/Delay Fee	\$ N/A	per day

*Definitions of Terms and Conditions

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

Statement of Work and Additional Terms

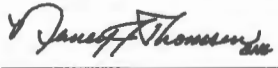
Attachment 1: Aviation Support and Maintenance Services General Terms and Conditions, Rev.1
(Modified for Colorado County, TX)
Attachment 2: Statement of Work

Pricing Year 1: 6,300.00
Pricing Year 2: 6,300.00
Pricing Year 3:

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

DBT Transportation Services

Robert R Wells Jr Airport (66R)

By: 

By: 

Title: Chief Operating Officer

Title: County Judge

Date: August 3, 2022

Date: 10-24-22

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

1. PURPOSE/SERVICES:

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

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

2. PAYMENT/OTHER EXPENSES/ADDITIONAL CHARGES:

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

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

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

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

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

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

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

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

3. TERM:

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

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

4. TERMINATION/OBLIGATIONS UPON TERMINATION:

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

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

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

5. WARRANTIES:

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

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

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

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

6. LIMITATION OF LIABILITY / INDEMNIFICATION:

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

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

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

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

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

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

7. FORCE MAJEURE

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

8. ASSIGNMENT

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

9. CONFIDENTIAL AND/OR PROPRIETARY INFORMATION

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

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

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

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

10. DISPUTES/ARBITRATION/GOVERNING LAW/OTHER

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

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

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

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

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

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

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

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

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Statement of Work

1. Description of Equipment Services

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

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

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

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

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

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

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

3. Data Service – NADIN

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

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- _18. Consent Items:
- a. Accept \$100.00 donation to Colorado County EMS from Bernardo Hermann Sons Life Insurance.
 - b. Continuation Certificate for Bond No. 72211981 in the name of Elections Administrator of Colorado County for Rebecka K. LaCourse (12/1/2022-12/1/2023).
 - c. Certificate of Liability Insurance posted by:
 1. S&S Irrigation, Inc. (8/13/2022-8/13/2023).
 2. Dynamic Production, Inc. (10/1/2022-10/1/2023).

Motion by Commissioner Neuendorff to accept all Consent Items as presented; seconded by Commissioner Gertson; 4 ayes 0 nays; motion carried; it was so ordered.

(See Attachment)


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Columbus EMS

The Bernardo Hermann Sons Life Insurance would like to make a monetary donation to your organization. Please use the donation as you fit for your department. We appreciate your hard work and commitment to helping others in our community.

Secretary Treasure

Robin Maertz
Bernardo Hermann Sons Life Insurance
1380 Pineywoods Rd
Alleyton, Texas 78935

BERNARDO LODGE NO. 243 O.D.H.S.		 Columbus State Bank P.O. BOX 249 COLUMBUS, TEXAS	2926 88-1863/1131
DATE		9-28-22	
PAY TO THE ORDER OF		Columbus EMS	
One hundred dollars + 00/100		\$ 100.00	
THIS CHECK IS DELIVERED IN CONNECTION WITH THE FOLLOWING ACCOUNTS		DOLLARS	
donation		Security Features Details on Back.	
		Treasurer Robin Maertz	

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Western Surety Company

CONTINUATION CERTIFICATE

Western Surety Company hereby continues in force Bond No. 72211981 briefly described as ELECTIONS ADMINISTRATOR OF COLORADO COUNTY for REBECKA K LACOURSE, as Principal, in the sum of \$ TWENTY THOUSAND AND NO/100 Dollars, for the term beginning December 01, 2022, and ending December 01, 2023, subject to all the covenants and conditions of the original bond referred to above.

This continuation is issued upon the express condition that the liability of Western Surety Company under said Bond and this and all continuations thereof shall not be cumulative and shall in no event exceed the total sum above written.

Dated this 19th day of August, 2022.



WESTERN SURETY COMPANY

By Paul T. Bruflat
Paul T. Bruflat, Vice President

THIS "Continuation Certificate" MUST BE FILED WITH THE ABOVE BOND.

MINUTES OF THE COLORADO COUNTY
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Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruflat of Sioux Falls,
State of South Dakota, its regularly elected Vice President

as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One ELECTIONS ADMINISTRATOR OF COLORADO COUNTY

bond with bond number 72211981

for REBECCA K LACOURSE

as Principal in the penalty amount not to exceed: \$20,000.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President Paul T. Bruflat with the corporate seal affixed this 19th day of August, 2022.

ATTEST

P. Leitheiser

P. Leitheiser, Assistant Secretary

WESTERN SURETY COMPANY

By *Paul T. Bruflat*

Paul T. Bruflat, Vice President



STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 19th day of August, 2022, before me, a Notary Public, personally appeared Paul T. Bruflat and P. Leitheiser

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.



M. Bent

Notary Public

My Commission Expires March 2, 2026

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.



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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/7/2022

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

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

PRODUCER Frost Insurance 6750 West Loop South, Suite 250 Bellaire TX 77401		CONTACT NAME: Morgan Turner PHONE (A/C, No, Ext): 713-388-1341 FAX (A/C, No): 713-388-1567 E-MAIL ADDRESS: Morgan.Turner@frostinsurance.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : Sentinel Ins Company LTD	11000
		INSURER B : Hartford Underwriters	30104
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	
INSURED S & S Irrigation, Inc. 107 E Stockbridge Eagle Lake TX 77434		S&SIRRI-01	

COVERAGES **CERTIFICATE NUMBER: 149905123** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			61SBMPI5356	8/13/2022	8/13/2023	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY			61UECVN3153	8/13/2022	8/13/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			61SBMPI5356	8/13/2022	8/13/2023	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/> N/A	61WECAI8125	8/13/2022	8/13/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

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

The General Liability and Auto includes blanket automatic additional insured endorsement on primary and non-contributory basis that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability, Auto Liability and Workers Compensation policy includes a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract with the Named Insured and the certificate holder that requires such status.

Umbrella is follow-form subject to the terms and conditions to the General Liability, Auto and Workers' Compensation policies.

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

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
October 24, 2022**

AGENCY CUSTOMER ID: _____
LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY MHBТ, a Marsh & McLennan Agency, LLC company		NAMED INSURED Dynamic Production, Inc. 5070 Mark IV Parkway Fort Worth TX 76106	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

insured and the certificate holder that requires such status.

The General Liability policy contains an endorsement with "Primary and NonContributory" wording that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.

The General Liability policy contains a blanket waiver of subrogation endorsement that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.

The Automobile Liability policy contains language that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The Automobile liability policy includes waiver of subrogation wording that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.

The Umbrella policy is a follow form of the underlying General Liability, Automobile Liability and Employers Liability policies

**MINUTES OF THE COLORADO COUNTY
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October 24, 2022

_19. Examine and approve all accounts payable and budget amendments.

Motion by Commissioner Neuendorff to approve all accounts payable and budget amendments; seconded by Commissioner Gertson; 4 ayes 0 nays; motion carried; it was so ordered.

(See Attachment)

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
October 24, 2022**

10/24/2022--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0012 GENERAL FUND
TIME:08:25 AM CLAIMS FOR PAYMENT AS OF OCTOBER 24, 2022

CYCLE: ALL PAGE 1
PREPARER:0004

DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0100-TOTAL REVENUES/CARRY-OVER					
	ANABEL GUTIERREZ	236220	A	REFUND OF OVERPAYMT/CAUSE#CR220103	34.00
	BCBS OF TEXAS DEPT 0695	236283	A	REFUND FOR AMBULANCE TRIP 5-16-2021	261.55
	OMNIBASE SERVICES OF TEXAS	236415	A	JP#1 3RD QTR OMNI FEES/#1045	192.00
	OMNIBASE SERVICES OF TEXAS	236416	A	JP#2 3RD QTR OMNI FEES/#2045	48.00
	OMNIBASE SERVICES OF TEXAS	236417	A	JP#3 3RD QTR OMNI FEES/#3045	72.00
	OMNIBASE SERVICES OF TEXAS	236418	A	JP#4 3RD QTR OMNI FEES/#4045	162.00
	DEPARTMENT TOTAL				769.55
0200-LIABILITY ACCOUNTS					
	OMNIBASE SERVICES OF TEXAS	236410	A	CO CLERK 3RD QTR OMNI FEES/#7045	24.00
	OMNIBASE SERVICES OF TEXAS	236411	A	JP#1 3RD QTR OMNI FEES/#1045	120.00
	OMNIBASE SERVICES OF TEXAS	236412	A	JP#2 3RD QTR OMNI FEES/#2045	90.00
	OMNIBASE SERVICES OF TEXAS	236413	A	JP#3 3RD QTR OMNI FEES/#3045	180.00
	OMNIBASE SERVICES OF TEXAS	236414	A	JP#4 3RD QTR OMNI FEES/#4045	30.00
	STATE COMPTROLLER	236374	A	WARRANT FEES/3RD QTR 2022	98.00
	STATE COMPTROLLER	236375	A	ARREST FEES/3RD QTR 2022	410.75
	STATE COMPTROLLER	236376	A	CONSOL CRT COSTS/3RD QTR 2022	42,137.72
	STATE COMPTROLLER	236377	A	CCC 1-10-04 TO12-31-19/3RD QTR 2022	2,758.36
	STATE COMPTROLLER	236378	A	CCC 9-1-91 TO 12-31-03/3RD QTR 2022	158.78
	STATE COMPTROLLER	236379	A	TIME PAYMENTS/3RD QTR 2022	48.27
	STATE COMPTROLLER	236380	A	STATE TRAFFIC FINES/3RD QTR 2022	23,023.61
	STATE COMPTROLLER	236381	A	ST TRAF FINES PRIORTO9-1-19/22QTR3	1,473.01
	STATE COMPTROLLER	236382	A	FTA FEES/3RD QTR 2022	1,480.00
	STATE COMPTROLLER	236383	A	JUDICIAL SUPPORT FEES/3RD QTR 2022	405.14
	STATE COMPTROLLER	236384	A	JURY SERVICE FEES/3RD QTR 2022	88.81
	STATE COMPTROLLER	236385	A	EMS TRAUMA FEES/3RD QTR 2022	684.26
	STATE COMPTROLLER	236386	A	BAIL BOND FEES/3RD QTR 2022	1,174.50
	STATE COMPTROLLER	236387	A	JUD FUND CONST CTY CRT/3RD QTR 2022	61.00
	STATE COMPTROLLER	236388	A	INDIGENT DEFENSE FUND/3RD QTR 2022	149.77
	STATE COMPTROLLER	236389	A	DNA TESTING-CONVICTNS/3RD QTR 2022	55.81
	STATE COMPTROLLER	236390	A	DNA TESTING-COMM SUPVN/3RD QTR 2022	59.46
	STATE COMPTROLLER	236391	A	MOVING VIOLATIONS/3RD QTR 2022	4.13
	STATE COMPTROLLER	236392	A	TRUANCY PREV & DIVERS/3RD QTR 2022	60.60
	STATE COMPTROLLER	236393	A	BIRTH CERTIFICATE FEES/3RD QTR 2022	498.60
	STATE COMPTROLLER	236394	A	OTHER THAN DIV/FAM LAW/3RD QTR 2022	47.50
	STATE COMPTROLLER	236395	A	JUSTICE CRT FILING FEES/3RDQTR 2022	3,268.78
	STATE COMPTROLLER	236396	A	CONST CTYCRT FILING FEES/3RDQTR2022	274.00
	STATE COMPTROLLER	236397	A	MARRIAGE LIC FILING FEES/3RDQTR2022	540.00
	STATE COMPTROLLER	236398	A	DISTCRT CONS CIVIL FEES/3RDQTR2022	1,373.00
	STATE COMPTROLLER	236399	A	DISTCRT INDIG LEGAL SVCS/3RDQTR2022	20.26
	STATE COMPTROLLER	236400	A	JUDICIAL SUPPORT FEES/3RDQTR2022	86.20
	STATE COMPTROLLER	236401	A	JUDICIAL&CRT PERSONNL TRNG/3RDQTR22	11.33
	STATE COMPTROLLER	236402	A	CTY DISPUTE RESOLUTION FD/3RDQTR22	1,185.00
	STATE COMPTROLLER	236372	A	CIVIL E-FILING FEES/3RD QTR 2022	197.00
	STATE COMPTROLLER	236373	A	CRIMINAL E-FILING FEES/3RD QTR 2022	25.99
	STATE COMPTROLLER	236371	A	SPECIALTY CRT PROGRAM/3RD QTR 2022	194.58
	DEPARTMENT TOTAL				82,498.22
0400-COUNTY JUDGE					
	GREATAMERICA FINANCIAL SVCS	236236	A	COPIER LEASE PYMT/INV#32555014	128.00
	TIME WARNER CABLE ENTERPRISES LLC	236264	R	TRUNKED VOICE SERVICE	31.60
	DEPARTMENT TOTAL				159.60
0403-COUNTY CLERK					
	SYNCB/AMAZON	236313	A	UPS BATTERY BACKUPS FOR CO CLRK	239.97
	SYNCB/AMAZON	236315	A	DYMO LABEL WRITER FOR CO CLERK	232.49

**MINUTES OF THE COLORADO COUNTY
 COMMISSIONER'S COURT REGULAR MEETING
 October 24, 2022**

10/24/2022--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0012 GENERAL FUND
 TIME:08:25 AM CLAIMS FOR PAYMENT AS OF OCTOBER 24, 2022

CYCLE: ALL PAGE 3
 PREPARER:0004

DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
	PRESTIGE OFFICE PRODUCTS, LLC	236344	A	OFFICE SUPPLIES/INV#127732,127779	505.06
	STAN WARFIELD	236345	A	MAGISTRATION SEMINAR EXPS	231.25
	TIME WARNER CABLE ENTERPRISES LLC	236432	A	JP#4 PHONE & INTERNET	170.44
	DEPARTMENT TOTAL				906.75
0475-COUNTY ATTORNEY					
	TIME WARNER CABLE ENTERPRISES LLC	236265	R	TRUNKED VOICE SERVICE	63.22
	DEPARTMENT TOTAL				63.22
0495-COUNTY AUDITOR'S OFFICE					
	MICHELLE LOWRANCE	236210	A	TACA FALL CONF EXPENSES	398.70
	SYNCB/AMAZON	236316	A	SUPPLIES FOR CO AUDITOR	99.34
	TIME WARNER CABLE ENTERPRISES LLC	236262	R	TRUNKED VOICE SERVICE	31.60
	DEPARTMENT TOTAL				529.64
0497-COUNTY TREASURER					
	TIME WARNER CABLE ENTERPRISES LLC	236263	R	TRUNKED VOICE SERVICE	15.80
	DEPARTMENT TOTAL				15.80
0499-TAX ASSESSOR-COLLECTOR					
	PRESTIGE OFFICE PRODUCTS, LLC	236419	A	CALCULATOR ROLLS/INV#127641	11.50
	TIME WARNER CABLE ENTERPRISES LLC	236261	R	TRUNKED VOICE SERVICE	31.60
	DEPARTMENT TOTAL				43.10
0510-COURTHOUSE BUILDING					
	CAPITAL ONE	236288	A	CLEANING SUPPLIES/TR#03043	133.60
	CONSTELLATION NEW ENERGY, INC.	236225	A	PROBATION ELECTRICITY TO 10-3	441.06
	CONSTELLATION NEW ENERGY, INC.	236226	A	JP#3 ELECTRICITY TO 10-4	228.88
	CONSTELLATION NEW ENERGY, INC.	236227	A	RMO/MAINT ELECTRICITY TO 10-4	414.35
	CONSTELLATION NEW ENERGY, INC.	236228	A	ANNEX ELECTRICITY TO 10-4	1,214.38
	CONSTELLATION NEW ENERGY, INC.	236229	A	AG BLDG ELECTRICITY TO 10-4	104.30
	CONSTELLATION NEW ENERGY, INC.	236230	A	COURTHOUSE ELECTRICITY TO 10-4	2,758.73
	CONSTELLATION NEW ENERGY, INC.	236231	A	TRAVIS STREETLIGHTS TO 10-4	8.60
	CONSTELLATION NEW ENERGY, INC.	236232	A	SPRING STREETLIGHTS TO 10-4	17.23
	CONSTELLATION NEW ENERGY, INC.	236426	A	EL EMS ELECTRICITY TO 10-14	247.86
	GULF COAST PAPER CO., INC.	236237	A	ENMOTION ROLL TOWELS/INV#2300155	122.82
	GULF COAST PAPER CO., INC.	236238	A	LUXURY FOAM SOAP/INV#2300155	149.06
	GULF COAST PAPER CO., INC.	236239	A	CLEANING SUPPLIES/INV#2302204	56.71
	GULF COAST PAPER CO., INC.	236240	A	TRASH BAGS/INV#2302204	54.78
	WILSON FIRE EQUIPMENT & SVC CO, INC	236323	A	ALARM SYSTEM SVC ADDED CELL DIALERS	1,553.00
	DEPARTMENT TOTAL				7,505.36
0525-SEPTIC SYSTEM/FLOODPLAIN					
	SYNCB/AMAZON	236312	A	SUPPLIES FOR OSSF	46.64
	DEPARTMENT TOTAL				46.64
0530-EMERGENCY MANAGEMENT					
	METRO FIRE	236302	A	REPLACMTN FIRE GEAR/INV#191020-1	2,613.00
	DEPARTMENT TOTAL				2,613.00
0540-EMS DIRECTOR/AMBULANCE					
	ALYSSA LINDEMANN	236403	A	2022 UNIFORM STIPEND	126.80
	BOUND TREE MEDICAL, LLC	236222	A	AMBULANCE SUPPLIES/INV#84708605	695.50
	BOUND TREE MEDICAL, LLC	236284	A	AMBULANCE SUPPLIES/INV#84717797	114.10
	BOUND TREE MEDICAL, LLC	236285	A	AMBULANCE SUPPLIES/INV#84719754,	203.57
	COLORADO CO TAX ASSESSOR/COLLECTOR	236290	A	REGISTRATION RENEWAL/LP#1318071	7.50
	DSS DRIVING SAFETY SERVICES, LLC	236408	A	PER-EMPLOY & NON DOT DRUG TESTS	230.00

**MINUTES OF THE COLORADO COUNTY
 COMMISSIONER'S COURT REGULAR MEETING
 October 24, 2022**

10/24/2022--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0012 GENERAL FUND
 TIME:08:25 AM CLAIMS FOR PAYMENT AS OF OCTOBER 24, 2022

CYCLE: ALL PAGE 4
 PREPARER:0004

DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
	EL CAMPO REFRIGERATION	236296	A	CLEAN ICE MACHINE/INV#i83465	669.50
	EL CAMPO REFRIGERATION	236297	A	CLEAN ICE MACHINE @ WEIMAR/#i83468	440.00
	GT DISTRIBUTORS, INC.	236299	A	POLO UNIFORM/INV#UNIV0008664	47.50
	HENRY SCHEIN INC.	236241	A	AMBULANCE SUPPLIES/INV#25953878	116.30
	LINDSEY TIJERINA	236301	A	4TH QTR PMT AS PER BUDGET	2,500.00
	QUADMED, INC.	236245	A	AMBULANCE SUPPLIES/INV#223648	640.10
	QUADMED, INC.	236305	A	AMBULANCE SPLS/INV#223843,223856	1,006.32
	S-CON SERVICES, INC.	236420	A	GENERATOR REPAIR/INV#2210-181	840.00
	SCT BROADBAND	236247	R	INTERNET ACCESS @ MEDIC 3/#5845	75.00
	SIGNATURE EMERGENCY PRODUCTS, LLC	236309	A	SVC INFUSION PUMPS/INV#8057467,	614.50
	SUSAN GEORGE	236250	A	REMOVE/SEW PATCHES ON EMS UNIFORMS	30.00
	SYNCB/AMAZON	236310	A	(6) DRONE BATTERIES	1,773.69
	SYNCB/AMAZON	236324	A	WIRELESS KEYBOARD FOR EMS	27.99
	TEXAS EMS ALLIANCE	236252	A	2023 TEMSA MEMBERSHIP/INV#1930	600.00
	TIME WARNER CABLE ENTERPRISES LLC	236257	R	TRUCKLED LINES FOR COVID	126.40
	TIME WARNER CABLE ENTERPRISES LLC	236431	A	EL EMS PHONE SVC	39.99
	TIME WARNER CABLE ENTERPRISES LLC	236434	A	FIBERT INTERNET @ SVSC FACILITY	488.09
	DEPARTMENT TOTAL				11,412.85
0555-911 RURAL ADDRESSING					
	SYNCB/AMAZON	236314	A	BACKPACK STRAP FOR 911RA	10.99
	DEPARTMENT TOTAL				10.99
0560-COUNTY SHERIFF					
	CALDWELL COUNTRY FORD LLC	236286	A	2022 FORD INTERCEPTOR/VIN#60314	50,712.00
	CALDWELL COUNTRY FORD LLC	236287	A	H-GAC FEE FOR (6) FORD INTERCEPTORS	600.00
	CALDWELL COUNTRY FORD LLC	236339	A	2022 FORD INTERCEPTOR/VIN#63260	50,712.00
	CALDWELL COUNTRY FORD LLC	236340	A	2022 FORD INTERCEPTOR/VIN#63885	50,712.00
	CALDWELL COUNTRY FORD LLC	236341	A	2022 FORD INTERCEPTOR/VIN#61366	50,712.00
	CALDWELL COUNTRY FORD LLC	236342	A	2022 FORD INTERCEPTOR/VIN#55903	50,712.00
	CALDWELL COUNTRY FORD LLC	236343	A	2022 FORD INTERCEPTOR/VIN#59851	50,712.00
	CAVENDER FORD	236201	A	OIL CHANGE & AIR FILTER/INV#161513	117.73
	CDW GOVERNMENT	236289	A	HAVIS DOCKING STATION/INV#DD85220	800.23
	COLORADO CO TAX ASSESSOR/COLLECTOR	236291	A	REGISTRATION RENEWAL/LP#1415620	7.50
	COLORADO CO TAX ASSESSOR/COLLECTOR	236292	A	REGISTRATION RENEWAL/LP#1400094	7.50
	COLORADO CO TAX ASSESSOR/COLLECTOR	236328	R	LICENSE PLATE FOR VIN 60314	21.75
	COLORADO CO TAX ASSESSOR/COLLECTOR	236334	R	LICENSE PLATE FOR VIN 63260	21.75
	COLORADO CO TAX ASSESSOR/COLLECTOR	236335	R	LICENSE PLATE FOR VIN 63885	21.75
	COLORADO CO TAX ASSESSOR/COLLECTOR	236336	R	LICENSE PLATE FOR VIN 61366	21.75
	COLORADO CO TAX ASSESSOR/COLLECTOR	236337	R	LICENSE PLATE FOR VIN 55903	21.75
	COLORADO CO TAX ASSESSOR/COLLECTOR	236338	R	LICENSE PLATE FOR VIN 59851	21.75
	COLORADO COUNTY OIL CO., INC.	236202	A	785 GALS GAS/INV#462263	2,482.81
	D-ZEE'S AUTOMOTIVE	236206	A	REPAIR 15 CHEV PU/INV#33925	1,574.91
	O'REILLY AUTO PARTS	236211	A	1GAL CLEANER/CUST#1269383	9.49
	O'REILLY AUTO PARTS	236303	A	WIPER BLADES/ACCT#1269383	81.56
	O'REILLY AUTO PARTS	236438	A	CAR WASH SUPPLIES/CUST#1269383	119.64
	SCHNEIDER TIRE & LUBE LLC	236213	A	STATE INSPECTION/INV#43577	7.00
	SCHNEIDER TIRE & LUBE LLC	236214	A	OIL CHANGE/INV#43611	53.98
	SCHNEIDER TIRE & LUBE LLC	236307	A	VEHICLE INSPECTION/INV#43664	7.00
	SCHNEIDER TIRE & LUBE LLC	236308	A	OIL CHG & INSPECTION/LP#1400094	60.98
	SYNCB/AMAZON	236319	A	SHREDDER FOR DISPATCH	569.00
	SYNCB/AMAZON	236320	A	(23) GARMIN USB GPS FOR SO	1,820.68
	TIME WARNER CABLE ENTERPRISES LLC	236433	A	FIBERT INTERNET @ SHERIFF'S OFFICE	1,078.09
	DEPARTMENT TOTAL				313,800.60
0565-OPERATION OF JAIL					
	ASHLEY LAAKE	236325	A	REIMB FOR FOOD HANDLERS LICENSE	10.00

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
October 24, 2022**

10/24/2022--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0012 GENERAL FUND
TIME:08:25 AM CLAIMS FOR PAYMENT AS OF OCTOBER 24, 2022

CYCLE: ALL PAGE 5
PREPARER:0004

DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
	BRYAN RADIOLOGY ASSOCIATES	236348	A	INAMTE LAB/10-7/#BRA278952	20.05
	BRYAN RADIOLOGY ASSOCIATES	236349	A	INAMTE LAB/10-7/#BRA278952	6.42
	CAPITAL ONE	236199	A	MEDICAL FRIDGE/TR#01678	89.00
	CAPITAL ONE	236200	A	INMATE MEDICATION/TR#08883	7.76
	COLUMBUS PLUMBING & SERVICE, INC.	236405	A	REPAIR PLUGGED JAIL DRAINS/INV3529	255.00
	CONCORD MEDICAL GROUP, PLLC	236293	A	INMATE DR VISIT/9-25/#0110365244	107.42
	CONDRA COMMUNICATIONS	236204	A	REPAIR VIDEO SYSTEM/INV#67127	276.60
	DANIEL ZAHRADNIK	236326	A	REIMB FOR FOOD HANDLERS CERTIFICATE	15.00
	DOUBLE "C" PEST CONTROL	236205	A	JAIL PEST CONTROL/INV#32800	60.00
	GARCIA CLINICAL LABORATORY, INC	236298	A	APRIL 2022 LAB SVCS/INV#61209	93.00
	LABATT FOOD SERVICE	236207	A	WEEKLY FOOD ORDER/INV#10131855	1,426.31
	LABATT FOOD SERVICE	236208	A	WEEKLY FOOD ORDER/INV#10062205	2,289.18
	LABATT FOOD SERVICE	236209	A	WEEKLY FOOD ORDER/INV#10109774 & 5	1,635.02
	LABATT FOOD SERVICE	236331	A	WEEKLY FOOD ORDER/INV#10179944	1,773.02
	MHHS HERMAN HOSPITAL	236361	A	INMATE ER VISIT/10-1/#0415095862274	909.25
	MOBILEXUSA	236332	A	JUNE, JULY & SEPT INMATE XRAYS	455.00
	PHI AIR MEDICAL	236304	A	INMATE FLIGHT/10-1/#000372605phi	4,894.95
	SOUTHERN HEALTH PARTNERS, INC	236215	A	NOV INMATE MEDICAL SVCS/#BASE45565	9,843.90
	SYNCB/AMAZON	236318	A	JAIL KITCHEN SUPPLIES	29.97
	TEXAS COMMISSION ON LAW ENFORCEMENT	236198	R	LICENSE REACTIVATION/#406370	250.00
	TOEPPERWEIN AIR-CONDITIONING	236216	A	REPAIR FREEZER @ JAIL/INV#15642	185.00
	ULINE	236333	A	LIBRARY CABINET AT JAIL/#154507604	622.09
	DEPARTMENT TOTAL				25,253.94
0570-SUPERVISION & CORRECTIONS					
	VICTORIA COUNTY	236321	A	SEPT SHORT TERM JUV DET/INV#992022	2,550.00
	DEPARTMENT TOTAL				2,550.00
0585-INFORMATION TECHNOLOGY					
	COLORADO CO TAX ASSESSOR/COLLECTOR	236224	A	REGISTRATION RENEWAL/LP#AN45720	7.50
	SCHNEIDER TIRE & LUBE LLC	236246	A	IT VEHICLE INSPECTION/INV#43705	7.00
	SYNCB/AMAZON	236311	A	WIRELESS KEYBOARD FOR VSO	19.44
	TIME WARNER CABLE ENTERPRISES LLC	236269	R	TRUNKED VOICE SERVICE	15.80
	DEPARTMENT TOTAL				49.74
0640-CONTRACT SERVICES					
	FORT BEND COUNTY MEDICAL EXAMINER	236235	A	AUTOPSY/INV#1154	2,600.00
	HENNEKE FUNERAL HOME, LTD.	236329	A	REMOVE & HOLD BODY 10-9	560.00
	HENNEKE FUNERAL HOME, LTD.	236330	A	REMOVE & TRANSPORT BODY 10-12	955.00
	TRAVIS COUNTY MEDICAL EXAMINER	236217	A	3 AUTOPSIES/INV#33UU006376	10,305.00
	DEPARTMENT TOTAL				14,420.00
0645-INDIGENT HEALTH CARE					
	COLUMBUS COMMUNITY HOSPITAL	236203	A	DR VISIT/9-7/#417365/IHC	33.95
	COLUMBUS COMMUNITY HOSPITAL	236357	A	OP VISITS/9-19T02E/#2.0470316/IHC	331.84
	FAYETTE MEDICAL SUPPLY	236427	A	OXYGEN SVCS/IHC/9-23/#31411	305.98
	INDIGENT HEALTHCARE SOLUTIONS, LTD	236300	A	NOV IHC PROFESSIONAL SVCS/INV#74509	1,059.00
	ST DAVID'S HEART & VASCULAR	236306	A	DR VISIT/10-5/#ET1434 27091/IHC	59.17
	TIME WARNER CABLE ENTERPRISES LLC	236268	R	TRUNKED VOICE SERVICE	15.80
	DEPARTMENT TOTAL				1,805.74
0665-AGRI EXTENSION SERVICE					
	TIME WARNER CABLE ENTERPRISES LLC	236429	A	INTERNET @ AG BLDG	130.68
	XEROX BUSINESS SOLUTIONS SOUTHWEST	236435	A	COLOR COPIES OVRAGE (JULY-SEPT)	204.99
	DEPARTMENT TOTAL				335.67
0695-MISCELLANEOUS					

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
October 24, 2022**

10/24/2022--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0012 GENERAL FUND CYCLE: ALL PAGE 6
 TIME:08:25 AM CLAIMS FOR PAYMENT AS OF OCTOBER 24, 2022 PREPARER:0004

DEPARTMENT				
NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
BAUMGART AGENCY LLC	236221	A	BOND RENEWAL/ELECTNADMIN/72211981	70.00
BRUCE HRMADKA	236404	A	(21) COYOTE BOUNTIES	210.00
COLORADO COUNTY CITIZEN	236327	A	VIRTUAL SALARY PULBIC MEETING/#6439	70.00
DEWITT POTH AND SON	236234	A	(10) CS COPY PAPER/INV#697216-0	487.50
PRESTIGE OFFICE PRODUCTS, LLC	236244	A	CASE COPY PAPER/INV#127780	56.99
PRESTIGE OFFICE PRODUCTS, LLC	236439	A	COPY PAPER/INV#127317	295.96
RECORDS CONSULTANTS, INC.	236212	A	151 BOXES SHREDDED/INV#47010	981.50
TIME WARNER CABLE ENTERPRISES LLC	236270	R	TRUNKED VOICE SERVICE	31.60
TIME WARNER CABLE ENTERPRISES LLC	236430	A	FIBER INTERNET @ ANNEX	854.46
WEIMAR MERCURY	236322	A	ONLINE AUCTION NOTICE/ID#23	35.40
XEROX BUSINESS SOLUTIONS SOUTHWEST	236219	A	(2)VISION INK CARTRIDGES	356.00
DEPARTMENT TOTAL				3,449.41
FUND TOTAL				474,305.90

10/24/2022--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0014 AIRPORT FUND CYCLE: ALL PAGE 7
 TIME:08:25 AM CLAIMS FOR PAYMENT AS OF OCTOBER 24, 2022 PREPARER:0004

DEPARTMENT				
NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0520-AIRPORT FUND EXPENDITURES				
WTRACTOR - SEALY	236253	A	CLEVIS WELDMENT/INV#s:03894	189.62
DEPARTMENT TOTAL				189.62
FUND TOTAL				189.62

10/24/2022--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0021 R&B PCT #1 CYCLE: ALL PAGE 8
 TIME:08:25 AM CLAIMS FOR PAYMENT AS OF OCTOBER 24, 2022 PREPARER:0004

DEPARTMENT				
NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0621-R&B #1 TOTAL DISBURSEMNTS				
CAPITAL ONE	236354	A	SHOP SUPPLIES/TR#09813	110.03
COLORADO COUNTY PROPANE LLC	236355	A	SHOP HEATER/INV#58188 9,581891	296.00
JOHN DEERE FINANCIAL	236360	A	PARTSACCT#0142- 62002	653.23
ROCK ISLAND WATER SUPPLY CORP.	236197	R	PCT4 WATER THRU 9-30/ACCT#14	31.00
DEPARTMENT TOTAL				1,090.26
FUND TOTAL				1,090.26

**MINUTES OF THE COLORADO COUNTY
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10/24/2022--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0022 R&B PCT #2
 TIME:08:25 AM CLAIMS FOR PAYMENT AS OF OCTOBER 24, 2022

CYCLE: ALL PAGE 9
 PREPARER:0004

DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0622-PCT #2 TOTAL DISBURSEMENTS					
	BERNARDO TRUCKING COMPANY	236347	A	53.77 TONS LIMESTONE BASE/INV#15346	1,182.94
	CINTAS CORPORATION	236352	A	UNIFORMS/INV#4134118570,4134781494	220.14
	CINTAS CORPORATION	236353	A	SHOP SUPP/INV#4134118570,4134781494	46.54
	HERRMANN INTERNATIONAL	236242	A	PATCH TRUCK UJOINT/X101008721:01	107.08
	M-G FARM SERVICE CENTER	236243	A	THREADLOCKER/ACCT#3310	7.99
	STAVINoha TIRE PROS LLC	236248	A	TIRE FOR JD6415/INV#102253	684.90
	STAVINoha TIRE PROS LLC	236249	A	SHREDDER TIRE REPAIR/INV#102155	36.50
	STAVINoha TIRE PROS LLC	236425	A	3 TIRES/INV#102523, 102568	610.23
	WALLER COUNTY ASPHALT, INC	236255	A	50.19 TONS COLD MIX/INV# 24015	5,520.90
	WALLER COUNTY ASPHALT, INC	236256	A	25.09 TONS COLD MIX/INV# 24011	2,759.90
	WALLER COUNTY ASPHALT, INC	236369	A	25.05 TONS COLD MIX/INV#24021	2,755.50
	WICK'S WESTERN AUTO	236254	A	PATCH TRUCK UJOINT/ACCT#5900	84.59
	WICK'S WESTERN AUTO	236370	A	ATF FLUID/CUST#5900	67.92
	WICK'S WESTERN AUTO	236424	A	ATF FLUID/CUST#5900	80.99
	DEPARTMENT TOTAL				14,166.12
	FUND TOTAL				14,166.12

10/24/2022--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0023 R&B PCT #3
 TIME:08:25 AM CLAIMS FOR PAYMENT AS OF OCTOBER 24, 2022

CYCLE: ALL PAGE 10
 PREPARER:0004

DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0623-R&B #3 TOTAL DISBURSEMENTS					
	A-LINE AUTO PARTS	236346	A	TRAILER REPAIR PARTS/CUST#4578101	12.79
	CINTAS CORPORATION	236350	A	UNIFORMS/INV#4134048889,4134721365	418.08
	CINTAS CORPORATION	236351	A	SHOP SUPPLIES/INV#4134721365	54.17
	COLORADO CO TAX ASSESSOR/COLLECTOR	236356	A	REGISTRATION RENEWAL/LP#1318016	7.50
	DSS DRIVING SAFETY SERVICES, LLC	236295	A	QTRLY DOT DRUG TESTS/INV#22-1485200	135.00
	HERRMANN INTERNATIONAL	236358	A	DUMP TRUCK REPAIR/INV#R101002196:01	762.98
	JOHN DEERE FINANCIAL	236359	A	TRACTOR REPAIR PARTS/#75317-75398	266.30
	MUSTANG CAT	236362	A	DOZER PARTS/PART6071232,6071233	72.59
	MUSTANG CAT	236365	A	PARTS/PART6082454,6081115, 6075617	468.79
	PRIHODA GRAVEL CO.	236363	A	252 YDS PIT RUN GRAVEL/INV#14039	1,108.80
	SCHNEIDER TIRE & LUBE LLC	236364	A	TRUCK INSPECTION/INV#43672	7.00
	TRI-COUNTY PETROLEUM, INC.	236366	A	DIESEL EXHAUST FLUID/INV#104795	500.00
	TRI-COUNTY PETROLEUM, INC.	236367	A	EXT IFE ANTIFREEZE/INV#104752	198.96
	WALLER COUNTY ASPHALT, INC	236368	A	59.71 TONS COLD MIX/INV#23996	5,433.61
	DEPARTMENT TOTAL				9,446.57
	FUND TOTAL				9,446.57

**MINUTES OF THE COLORADO COUNTY
 COMMISSIONER'S COURT REGULAR MEETING
 October 24, 2022**

10/24/2022--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0024 R&B PCT #4
 TIME:08:25 AM CLAIMS FOR PAYMENT AS OF OCTOBER 24, 2022 CYCLE: ALL PAGE 11
 PREPARER:0004

DEPARTMENT					
NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE		AMOUNT
0624-PCT #4 TOTAL DISBURSEMNTS					
DARRELL GERTSON	236406	A	MILEAGE (10/7 TO 10/19)		406.25
DON HART'S RADIATOR SVC CENTER INC	236407	A	NEW MACK RADIATOR/INV#196377		695.00
TEXAS CONTRACTORS EQUIPMENT, INC.	236421	A	MOTORGRADER PARTS/INV#88124		3,328.65
UNIFIRST CORPORATION	236422	A	UNIFORMS/INV0959618,0959775,0960332		180.33
DEPARTMENT TOTAL					4,610.23
FUND TOTAL					4,610.23

10/24/2022--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 9999 GRAND TOTAL PAGE
 TIME:08:25 AM CLAIMS FOR PAYMENT AS OF OCTOBER 24, 2022 CYCLE: ALL PAGE 12
 PREPARER:0004

DEPARTMENT					
NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE		AMOUNT
GRAND TOTAL					503,808.70

COLORADO COUNTY, TEXAS													
OCTOBER 16TH THRU 31ST 2022													
PAID ON OCTOBER 28, 2022													
	SALARIES	FICA	INSURANCE	TCDRS	TOTAL					ACCOUNTS PAYABLE CHECKS			
GENERAL FUND	277,897.86	20,365.52	55,550.59	36,401.30	390,215.27								
(DEDUCTIONS)		20,365.52	9,024.84	19,039.26									
RECORDS PRESERVATION	0.00	0.00	0.00	0.00	0.00		7478	TAC HEBP	172,862.76				
(DEDUCTIONS)		0.00	0.00	0.00			7479	AIREVAC	18.00				
							7480	MASA	1,116.00				
R&B PCT #1	11,633.00	961.77	3,214.40	1,535.56	17,344.73		7481	LINA	39.75				
(DEDUCTIONS)		961.77	772.20	872.48			7482	PIC	15.00				
R&B PCT #2	11,150.00	841.65	2,294.31	1,471.79	15,757.75								
(DEDUCTIONS)		841.65	34.00	836.25									
R&B PCT #3	14,833.75	1,057.36	3,673.27	1,964.65	21,529.03			TEXAS CSDU	564.50				
(DEDUCTIONS)		1,057.36	1,058.85	1,112.53				TEXAS LIFE	979.10				
								TRANSAMERCIA	246.62				
								NACO	465.00				
R&B PCT #4	13,038.15	962.53	3,209.24	1,721.04	18,930.96			AFLAC	5,093.10				
(DEDUCTIONS)		962.53	390.84	977.86				TCDRS	135,460.29				
								FED'L RESERVE BANK	73,108.95				
								DENTAL SELECT	150.56				
CO ATTY FORFEITURE	167.50	12.75	0.00	22.11	202.36			GLOBAL LIFE	914.59				
(DEDUCTIONS)		12.75	0.00	11.73				VOYA	922.50				
								GYM MEMBERSHIP	552.16				
ELECTIONS CONTRACT	0.00	0.00	0.00	0.00	0.00								
(DEDUCTIONS)		0.00	0.00	0.00									
SECURITY FUND	2,055.00	98.02	0.00	271.27	2,424.29								
(DEDUCTIONS)		98.02	0.00	154.13									
HOT CHECK FUND	0.00	0.00	0.00	0.00	0.00			Social Security	39,501.16				
(DEDUCTIONS)		0.00	0.00	0.00				Medicare Tax	9,238.14				
									48,739.30				
								FED W/H	24,369.65				
									73,108.95				
CO. ATTY. SUPPLEMENTAL	921.50	70.05	0.00	121.64	1,113.19								
(DEDUCTIONS)		70.05	0.00	69.11									
								67,941.82					
								67,941.81					
								135,883.63	EMPLOYER	88,518.35			
TOTALS	331,696.76	24,369.65	67,941.81	43,509.36	467,517.58			11,280.73	EMPLOYEE	46,941.94			
		24,369.65	11,280.73	23,073.35				11,280.73	TCDRS	135,460.29			
		48,739.30	79,222.54	66,582.71				158,445.09					
								CAD	7,664.29				
								GWD	3,652.92				
								COBRA	906.66				
								RETIREE	2,193.78				
								TAC INS.	172,862.76				

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
October 24, 2022

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
October 24, 2022**

**ORDER TO AMEND THE 2022 BUDGET
AS OF OCTOBER 24, 2022**

Due to unusual and unforeseen circumstances, the Commissioners' Court declares an emergency and grave public necessity to amend the 2022 Budget by transferring from one line item to another line item:

10/24/2022
TIME:07:38 AM

LISTING OF BUDGET ADJUSTMENTS

PAGE 1
PREPARER:0004

TRANSACTION NUMBER	TYPE OF ADJUSTMENT	EFFECTIVE DATE	ENTRY DATE	EMPL NUMBER	ACCOUNT NUMBER AND TITLE	ADJUSTMENT AMOUNT
0000044040	CURRENT	10/24/2022	10/24/2022	004	12-400-420 COMMUNICATIONS EXPENSE	500.00
0000044041	CURRENT	10/24/2022	10/24/2022	004	12-400-427 CONFERENCE/SEMINARS/DUES	500.00-
0000044042	CURRENT	10/24/2022	10/24/2022	004	12-410-310 VOTING SUPPLIES/PRINTING	2,500.00
0000044043	CURRENT	10/24/2022	10/24/2022	004	12-410-452 MAINTAINING VOTING EQUIP	1,500.00
0000044044	CURRENT	10/24/2022	10/24/2022	004	12-450-310 SUPPLIES/EQUIPMENT UNDER \$500	250.00-
0000044045	CURRENT	10/24/2022	10/24/2022	004	12-450-421 COPIER USAGE EXPENSE	250.00-
0000044046	CURRENT	10/24/2022	10/24/2022	004	12-510-440 UTILITIES	5,000.00-
0000044047	CURRENT	10/24/2022	10/24/2022	004	12-510-494 GROUNDS MAINTENANCE	5,000.00-
0000044048	CURRENT	10/24/2022	10/24/2022	004	12-510-494 GROUNDS MAINTENANCE	10,000.00
0000044049	CURRENT	10/24/2022	10/24/2022	004	12-540-427 CONFERENCES/SEMINARS/DUES	750.00
0000044050	CURRENT	10/24/2022	10/24/2022	004	12-540-457 MEDICAL WASTE SERVICES	500.00
0000044051	CURRENT	10/24/2022	10/24/2022	004	12-540-482 INSURANCE	1,250.00-
0000044052	CURRENT	10/24/2022	10/24/2022	004	12-560-426 SCHOOLS FOR DEPUTIES/DISPATCHERS	2,500.00
0000044053	CURRENT	10/24/2022	10/24/2022	004	12-560-475 ESTRAY EXPENSES	5,000.00-
0000044054	CURRENT	10/24/2022	10/24/2022	004	12-560-575 MOTOR VEHICLES	2,500.00
0000044055	CURRENT	10/24/2022	10/24/2022	004	12-565-333 FOOD FOR PRISONERS	10,000.00
0000044056	CURRENT	10/24/2022	10/24/2022	004	12-565-405 PRISONER MEDICAL/MEDICINE	10,000.00
0000044057	CURRENT	10/24/2022	10/24/2022	004	12-565-450 JAIL REPAIRS	10,000.00-
0000044058	CURRENT	10/24/2022	10/24/2022	004	12-640-445 AUTOPSIES	16,000.00
0000044059	CURRENT	10/24/2022	10/24/2022	004	12-695-574 CONTINGENCIES	30,000.00-
0000044060	CURRENT	10/24/2022	10/24/2022	004	12-450-421 COPIER USAGE EXPENSE	500.00
TOTAL BUDGET ADJUSTMENTS						0.00

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

October 24, 2022

- _20. 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)

Chuck Rogers with the Office of Emergency Management stated nothing on the OEM side but EMS was busy the previous night. They were taxed but thankfully did not run out of units and were able to maintain.

Commissioner Gertson stated he had a phone call from a Fair Board member stating that the note for the fairgrounds is paid off. If the County acquires the fairgrounds in the future there will be no debt.

- _21. Commissioners Court Members sign all documents and papers acted upon or approved.

Judge Prause announced it is now time to sign all papers and documents.

- _22. Adjourn.

**Motion by Judge Prause to adjourn at 9:32 A.M.; seconded by Commissioner Wessels;
4 ayes 0 nays; motion carried; it was so ordered.**

An audio recording of this meeting of October 24, 2022 is available in the County Clerk's Office.

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

October 24, 2022

Minutes were taken and prepared by Kimberly Menke, County Clerk on the 24th day of October 2022 with Judge Ty Prause presiding.

I, KIMBERLY MENKE, COUNTY CLERK AND EX-OFFICIO OF THE COMMISSIONERS COURT IN AND FOR COLORADO COUNTY, TEXAS do hereby certify that the foregoing is a true and correct copy of the minutes of the Commissioner Court in session on the 24th day of October 2022.

Given under my hand and official seal of office this date October 24, 2022.

