

COLORADO COUNTY COMMISSIONERS COURT
NOTICE OF OPEN MEETING

DATE OF MEETING: July 24, 2023 – 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 July 2023, 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 Ryan Brandt	Commissioner Precinct #2
Honorable Keith Neuendorff	Commissioner Precinct #3
Honorable Darrell Gertson	Commissioner Precinct #4
Honorable Kimberly Menke	County Clerk
By: Michelle Kollmann	Deputy Clerk

County Judge Ty Prause called the meeting to order at 9:01 A.M., followed by Pledges to the United States Flag and Texas Flag.

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

July 24, 2023

DELIBERATE AND CONSIDER ACTION ON THE FOLLOWING ITEMS:

__1. Agenda as posted.

**Motion by Commissioner Wessels to approve agenda as posted; seconded by
Commissioner Neuendorff; 5 ayes 0 nays; motion carried; it was so ordered.**

(See Attachment)

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
July 24, 2023**

FILED FOR RECORD
COLORADO COUNTY, TX

COLORADO COUNTY COMMISSIONERS COURT 2023 JUL 20 PM 4:46
NOTICE OF OPEN MEETING

KIMBERLY MENKE MK
COUNTY CLERK

DATE OF MEETING: July 24, 2023 – 9:00 A.M.
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Pursuant to the authority granted under Government Code, Chapter 551, the Commissioners Court may convene in a closed meeting to discuss, deliberate and take action on any of the agenda items listed below. Immediately before any closed session, the specific section or sections of Government Code, Chapter 551, which provides statutory authority, will be announced.

DELIBERATE AND CONSIDER ACTION ON THE FOLLOWING ITEMS:

- __1. Agenda as posted.
- __2. Public comments.
- __3. Accept donation from Colorado County Ag Complex of two tracts of land, 60.375 acres, more or less, and 7.947 acres, more or less, out of the W.B. Dewees Survey, Abstract No. 18, Colorado County, Texas, together with all improvements (Colorado County Fairgrounds/Complex). (Prause)
- __4. Presentation from Texas Association of Counties Risk Management Pool for 2022 Excellence in Safety Award. (Guthmann)
- __5. Conduct a Public Hearing to consider creation of Colorado County Emergency Services District No. 1, pursuant to Chapter 775 of the Texas Health and Safety Code, Sections 775.016 and 775.017.

Llevar a cabo una Audiencia Pública para considerar la creación del Distrito de Servicios de Emergencia No. 1 del Condado de Colorado, de conformidad con el Capítulo 775 del Código de Salud y Seguridad de Texas, Secciones 775.016 y 775.017.

- __6. Take all appropriate action on the Petition for an Emergency Services District seeking to create Colorado County Emergency Services District No. 1, as authorized in the Texas Health and Safety Code, Section 775.017.

Tomar todas las medidas apropiadas en la Petición para un Distrito de Servicios de Emergencia que busca crear el Distrito de Servicios de Emergencia No. 1 del Condado de Colorado, según lo autorizado en el Código de Salud y Seguridad de Texas, Sección 775.017.

- __7. Proclamation recognizing July as Colorado County Poll Worker Recruitment Month and recognition of retired election officials. (LaCourse)

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

July 24, 2023

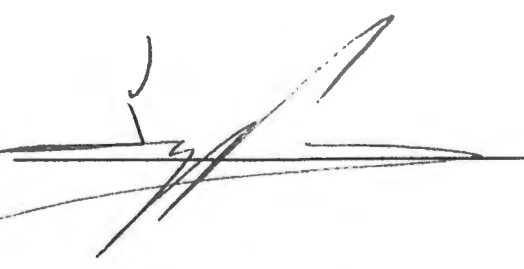
- _8. Request to postpone update of WISP (Written Information Security Plan) pending Election Department relocating. (LaCourse)
- _9. Set a public hearing on the proposed revision and replat of Lot 40 of Wild Wing Preserve Phase One, Precinct No. 1, and authorize notice to be published pursuant to Texas Local Government Code, Section 232.009. (Wessels)
- _10. Authorize Commissioner Wessels to finalize right-of-way acquisition, utility relocation, and all other related matters for Sandy Creek Bridge Project CSJ 0913-26-068, Precinct No. 1. (Wessels)
- _11. Application for Limited Land Division submitted by Carl Kloesel and Leslie Kloesel to subdivide 19.60 acres out of a 37.259 acre tract out of the Henry Austin Five League Grant, Abstract No. 4, Precinct No. 2. (Brandt)
- _12. Discussion and possible action regarding the exchange of other real property for the County property presently used as the Precinct 2 satellite precinct yard, located at the northeast corner of West Second and Avenue J in Sheridan, Texas, being 3.278 acres in the M. E. Conlee Survey, Abstract No. 691, Precinct No. 2. (Brandt)
- _13. The following contracts for juvenile detention/residential services:
 - a. Atascosa County Juvenile Center (9/1/2023 – 8/31/2024).
 - b. Victoria County Juvenile Justice/Detention Facility (9/1/2023 - 8/31/2024).
 - c. Brazos County Juvenile Justice Center (9/1/2023 - 8/31/2024).
 - d. San Patricio County Juvenile Justice Center (7/1/2023 - 12/31/2023).
 - e. Hays County Juvenile Center (9/1/2023 - 8/31/2024).
 - f. Guadalupe County Juvenile Services facility (10/1/2023 - 9/30/2024).(Prause)
- _14. Discuss and consider adopting a burn ban to restrict outdoor burning pursuant to Texas Local Government Code Section 352.081(c)(1) or (c)(2) for up to 90 days.
- _15. Vacation and Sick Time Policy for Colorado County Emergency Medical Services. (Furrh)
- _16. Purchase of a 2017 Dodge Ram 4500 ambulance from Ambulance Depot, Inc. in the amount of \$87,000.00. (Furrh)
- _17. Consent Items:
 - a. Completion of required SANS/DIR Cybersecurity Course required by HB 3834 for Rebecka LaCourse and Cody Nance.
 - b. Receipt of grant funding for the Household Hazardous Waste Event from Houston-Galveston Area Council in the amount of \$71,502.13.
- _18. Examine and approve all accounts payable, budget amendments and new ledger accounts (if any).
- _19. 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)
- _20. Commissioners Court Members sign all documents and papers acted upon or approved.
- _21. Adjourn.

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
July 24, 2023**

CERTIFICATION

NAME: Ty Prause

TITLE: Colorado County Judge

SIGNATURE OF CERTIFYING OFFICIAL: 

DATE: July 20, 2023

TELEPHONE NUMBER: (979) 732-2604

FAX NUMBER: (979) 732-9389

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

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

July 24, 2023

__2. Public comments.

All participants opted to speak during the respective agenda items.

(See Attachment)

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
July 24, 2023



COLORADO COUNTY COMMISSIONERS COURT

Public Participation Form

Instructions: Fill out all appropriate blanks. Please print or write legibly.

NAME: Joe Szweczyk

ADDRESS (optional): _____

TELEPHONE (optional): 512 815 7869

Do you represent any particular group or organization? Yes

If you do represent a group or organization, please state the name, address and telephone number of such group or organization. Texas Association

of Counties Risk Management Pool

Which agenda item (or items) do you wish to address? 4

In general, are you for or against such agenda item (or items)? Award presentation

Signature: 

NOTE: This Public Participation Form must be completed and presented to the County Clerk prior to the time a meeting begins.

Public comment will be limited to five (5) minutes per person and thirty (30) minutes per agenda item.

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

July 24, 2023



COLORADO COUNTY COMMISSIONERS COURT

Public Participation Form

Instructions: Fill out all appropriate blanks. Please print or write legibly.

NAME: RAY CORCORAN

ADDRESS (optional): 1064 CR 221

WEIMAR, TX 78962

TELEPHONE (optional): 979-733-4393

Do you represent any particular group or organization? AG Complex

If you do represent a group or organization, please state the name, address and telephone number of such group or organization. _____

Which agenda item (or items) do you wish to address? Conveying

AG Complex property to Colorado County

In general, are you for or against such agenda item (or items)? FOR

Signature: Ray Corcoran

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MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
July 24, 2023



COLORADO COUNTY COMMISSIONERS COURT

Public Participation Form

Instructions: Fill out all appropriate blanks. Please print or write legibly.

NAME: Ryan Hartman

ADDRESS (optional): 305 E State St, Eagle Lake

TELEPHONE (optional): _____

Do you represent any particular group or organization? JOAD, F-H, Archery

If you do represent a group or organization, please state the name, address and telephone number of such group or organization. _____

The Joad Club, FH Shooting Sports

Which agenda item (or items) do you wish to address? 3

In general, are you for or against such agenda item (or items)? For

Signature: 

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**MINUTES OF THE COLORADO COUNTY
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July 24, 2023**



COLORADO COUNTY COMMISSIONERS COURT

Public Participation Form

Instructions: Fill out all appropriate blanks. Please print or write legibly.

NAME: Jody Promrose

ADDRESS (optional): 1486 Strickland Ln

Bayle Lake, TX 77434

TELEPHONE (optional): 979-533-1393

Do you represent any particular group or organization? _____

If you do represent a group or organization, please state the name, address and telephone number of such group or organization. _____

CCFA

Which agenda item (or items) do you wish to address? _____

Fair Grounds

In general, are you for or against such agenda item (or items)? _____

for

Signature: [Handwritten Signature]

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MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

July 24, 2023



COLORADO COUNTY COMMISSIONERS COURT

Public Participation Form

Instructions: Fill out all appropriate blanks. Please print or write legibly.

NAME: Steve Foster

ADDRESS (optional): _____

TELEPHONE (optional): _____

Do you represent any particular group or organization? _____

If you do represent a group or organization, please state the name, address and telephone number of such group or organization. _____

Which agenda item (or items) do you wish to address? 5

agend 67

In general, are you for or against such agenda item (or items)? _____

Signature: _____

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**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
July 24, 2023**



COLORADO COUNTY COMMISSIONERS COURT

Public Participation Form

Instructions: Fill out all appropriate blanks. Please print or write legibly.

NAME: Natalie Badla Wright

ADDRESS (optional): 10816 Pasovec Ln.

Columbus TX 78934

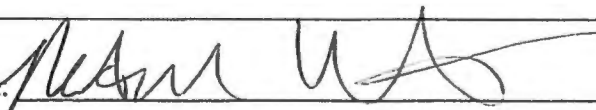
TELEPHONE (optional): 979-732-7444

Do you represent any particular group or organization? _____

If you do represent a group or organization, please state the name, address and telephone number of such group or organization. _____

Which agenda item (or items) do you wish to address? ESD

In general, are you for or against such agenda item (or items)? For

Signature: 

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**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
July 24, 2023**



COLORADO COUNTY COMMISSIONERS COURT

Public Participation Form

Instructions: Fill out all appropriate blanks. Please print or write legibly.

NAME: Chris Christensen

ADDRESS (optional): Columbus

TELEPHONE (optional): _____

Do you represent any particular group or organization? No

If you do represent a group or organization, please state the name, address and telephone number of such group or organization. _____

Which agenda item (or items) do you wish to address? #5 ESD

In general, are you for or against such agenda item (or items)? ? yes

Signature: Chris Christensen

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MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
July 24, 2023

COLORADO COUNTY COMMISSIONERS COURT

Public Participation Form

Instructions: Fill out all appropriate blanks. Please print or write legibly.

NAME: William DUBBIN

ADDRESS (optional): 1712 Charter St. Columbus

TELEPHONE (optional): _____

Do you represent any particular group or organization? NO

If you do represent a group or organization, please state the name, address and telephone number of such group or organization. _____

Which agenda item (or items) do you wish to address? _____

In general, are you for or against such agenda item (or items)? #5 ESD

Signature: William P. Durbin

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**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
July 24, 2023**

COLORADO COUNTY COMMISSIONERS COURT

Public Participation Form

Instructions: Fill out all appropriate blanks. Please print or write legibly.

NAME: Kevin Walters

ADDRESS (optional): _____

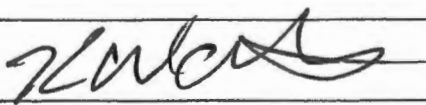
TELEPHONE (optional): _____

Do you represent any particular group or organization? Beverly Resident

If you do represent a group or organization, please state the name, address and telephone number of such group or organization. _____

Which agenda item (or items) do you wish to address? FSD Tax

In general, are you for or against such agenda item (or items)? For it

Signature: 

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**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
July 24, 2023**

COLORADO COUNTY COMMISSIONERS COURT

Public Participation Form

Instructions: Fill out all appropriate blanks. Please print or write legibly.

NAME: Lori An Gobert

ADDRESS (optional): _____

TELEPHONE (optional): _____

Do you represent any particular group or organization? City of Columbus

If you do represent a group or organization, please state the name, address and telephone number of such group or organization. _____

Which agenda item (or items) do you wish to address? ESD

In general, are you for or against such agenda item (or items)? For

Signature: Don R. Gobert

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MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
July 24, 2023

COLORADO COUNTY COMMISSIONERS COURT

Public Participation Form

Instructions: Fill out all appropriate blanks. Please print or write legibly.

NAME: Glen Vincent

ADDRESS (optional): _____

TELEPHONE (optional): _____

Do you represent any particular group or organization? NO

If you do represent a group or organization, please state the name, address and telephone number of such group or organization. _____

Which agenda item (or items) do you wish to address? ESD#1

In general, are you for or against such agenda item (or items)? FOR

Signature: [Handwritten Signature]

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MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
July 24, 2023

COLORADO COUNTY COMMISSIONERS COURT

Public Participation Form

Instructions: Fill out all appropriate blanks. Please print or write legibly.

NAME: Tommy Hahn

ADDRESS (optional): 5

TELEPHONE (optional): _____

Do you represent any particular group or organization? NO

If you do represent a group or organization, please state the name, address and telephone number of such group or organization. NO

Which agenda item (or items) do you wish to address? 5

In general, are you for or ~~against~~ such agenda item (or items)? _____

Signature: Tommy Hahn

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**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
July 24, 2023**



**COLORADO COUNTY COMMISSIONERS COURT
Public Participation Form**

Instructions: Fill out all appropriate blanks. Please print or write legibly.

NAME: Brent Gorman Jr.

ADDRESS (optional): _____

TELEPHONE (optional): _____

Do you represent any particular group or organization? Columbus VFD

If you do represent a group or organization, please state the name, address and telephone number of such group or organization. _____

Which agenda item (or items) do you wish to address? #5

In general, are you for or against such agenda item (or items)? For

Signature:

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MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
July 24, 2023

COLORADO COUNTY COMMISSIONERS COURT

Public Participation Form

Instructions: Fill out all appropriate blanks. Please print or write legibly.

NAME: HOWARD KATZ

ADDRESS (optional): 1118 Derry Rd.
Richardson, TX

TELEPHONE (optional): _____

Do you represent any particular group or organization? _____

If you do represent a group or organization, please state the name, address and telephone number of such group or organization. COLUMBUS FID

LESD PETITIONERS

Which agenda item (or items) do you wish to address? HS PH.

In general, are you for or against such agenda item (or items)? FOR LESD

Signature: 

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

July 24, 2023

- __3. Accept donation from Colorado County Ag Complex of two tracts of land, 60.375 acres, more or less, and 7.947 acres, more or less, out of the W.B. Dewees Survey, Abstract No. 18, Colorado County, Texas, together with all improvements (Colorado County Fairgrounds/Complex). (Prause)**

Jody Primrose, Ray Corcoran, and Ryland Hartman were present to answer any questions concerning the donation of the Colorado County Ag Complex. The property is paid in full and includes the conveyance of mineral rights.

Motion by Judge Prause to accept a donation from Colorado County Ag Complex of two tracts of land, 60.375 acres, more or less, and 7.947 acres, more or less, out of the W.B. Dewees Survey, Abstract No. 18, Colorado County, Texas, together with all improvements (Colorado County Fairgrounds/Complex); seconded by Commissioner Wessels; 5 ayes 0 nays; motion carried; it was so ordered.

(See Attachment)

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
July 24, 2023**

Records of Colorado County, Texas, to all of which reference is here made for all purposes;

SECOND TRACT: 7.947 acres of land, more or less, out of and a part of the W. B. Dewees Survey, Abstract No. 18, situated in Colorado County, Texas, being Tract E-1 of Texas Crossroads Business Park, according to the plat recorded in Slide 120 of the Plat Records of Colorado County, Texas, and being the same land described in deed from Columbus Community and Industrial Development Corporation to Colorado County Ag Complex, dated January 28, 2016, recorded in Volume 801, Page 786, of the Official Records of Colorado County, Texas, to all of which reference is here made for all purposes;

TOGETHER WITH all improvements situated upon said FIRST TRACT and SECOND TRACT herein;

AND TOGETHER WITH all of Grantor's interests in and to all of the oil, gas and other minerals, in and under and that may be produced from said FIRST TRACT and SECOND TRACT herein, together with all rights incident thereto, and any other interests owned by Grantor in and to oil, gas and other minerals, wheresoever situated, including, but not limited to, all of Grantor's interests in and to all of the oil, gas and other minerals, in and under and that may be produced from said tract described as 1.837 acres of land in deed from Colorado County Ag Complex to Columbus Community and Industrial Development Corp., dated January 12, 1999, recorded in Volume 292, Page 249, of the Official Records of Colorado County, Texas, and said tract described as TRACT ONE, containing 12.129 acres of land, in deed from Colorado County Ag Complex to Columbus Community and Industrial Development Corporation, dated January 28, 2016, recorded in Volume 801, Page 793, of the Official Records of Colorado County, Texas, and said tract described as TRACT TWO, containing 0.659 acre of land, in deed from Colorado County Ag Complex to Columbus Community and Industrial Development Corporation, dated January 28, 2016, recorded in Volume 801, Page 793, of the Official Records of Colorado County, Texas, to all of which reference is here made for all purposes, together with all rights incident thereto.

TO HAVE AND TO HOLD the above described land and premises, subject to the hereinafter mentioned matters, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Grantee, its successors and assigns, forever, and Grantor does hereby bind itself, its successors, legal representatives and assigns, to WARRANT AND FOREVER DEFEND, all and singular, said land and premises unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
July 24, 2023**

This conveyance is made and accepted subject to the following matters, to-wit:

1. Rights and authority of the Colorado County Groundwater Conservation District, including, but not limited to, the right to levy taxes and issue bonds;
2. Any portion of said land which may be situated within the boundaries of any public road, street or alley, and rights of the public as to such portion;
3. All other reservations, restrictions, covenants, conditions, rights-of-way and easements of record in the office of the County Clerk of Colorado County, Texas, if any, insofar as same affect said land and premises, and any easements or claims of easements which are not recorded in the public records of Colorado County, Texas.

Grantor makes no warranty of merchantability or fitness for purpose in respect of the property, and the same is sold in an "as is, where is" condition, with all faults.

EXECUTED this 19 day of July, 2023.

COLORADO COUNTY AG COMPLEX, a Texas
non-profit corporation

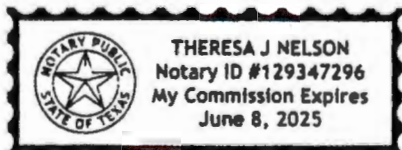
By: *Earnest Ray Corcoran*
EARNEST RAY CORCORAN, President

THE STATE OF TEXAS §

COUNTY OF COLORADO §

This instrument was acknowledged before me on the 19th day of July, 2023, by EARNEST RAY CORCORAN, President of COLORADO COUNTY AG COMPLEX, a Texas non-profit corporation, on behalf of said corporation.

Theresa J. Nelson
Notary Public, State of Texas



**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
July 24, 2023**

CERTIFICATE OF CORPORATE RESOLUTION

Date: July 19, 2023

Corporation: COLORADO COUNTY AG COMPLEX, a Texas non-profit corporation

President: EARNEST RAY CORCORAN

Secretary: JOHN J. POLACH, JR.

Date of Meeting of Board of Directors: July 18, 2023

Other Corporate Officers: MICHAEL L. WHITLOCK, Vice-President; JOHN J. POLACH, JR., Treasurer

I, JOHN J. POLACH, JR., Secretary of the corporation, certify the following facts:

1. The corporation is organized and operating under the laws of Texas, is qualified to do business in the State of Texas, and is in good standing.
2. No proceedings for forfeiture of the certificate of incorporation or for voluntary or involuntary dissolution of the corporation are pending.
3. Neither the articles of incorporation nor bylaws of the corporation limit the power of the Board of Directors to pass the resolution below.
4. The President, Secretary, and other corporate officers are the persons authorized to make and sign this resolution.
5. The Secretary keeps the records and minutes of the proceedings of the Board of Directors of the corporation, and the resolution below is an accurate reproduction of the one made in those proceedings; it has not been altered, amended, rescinded, or repealed; and it is now in effect.
6. The resolution below was legally adopted on the date of the meeting of the Board of Directors, which was called and held in accordance with the law and the bylaws of the corporation, at which a quorum was present.

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
July 24, 2023**

7. This resolution has been adopted by the Board of Directors:

BE IT RESOLVED that the corporation shall convey to Colorado County, Texas, all that certain real property described as follows, to-wit:

FIRST TRACT: 60.375 acres of land, more or less, out of and a part of the W. B. Dewees Survey, Abstract No. 18, situated in Colorado County, Texas, being all of that certain tract described as 75 acres of land in deed from Columbus Community and Industrial Development Corp. to Colorado County Ag Complex, dated June 7, 1996, recorded in Volume 198, Page 178, of the Official Records of Colorado County, Texas, LESS AND EXCEPT that certain tract described as 1.837 acres of land in deed from Colorado County Ag Complex to Columbus Community and Industrial Development Corp., dated January 12, 1999, recorded in Volume 292, Page 249, of the Official Records of Colorado County, Texas, and LESS AND EXCEPT that certain tract described as TRACT ONE, containing 12.129 acres of land, in deed from Colorado County Ag Complex to Columbus Community and Industrial Development Corporation, dated January 28, 2016, recorded in Volume 801, Page 793, of the Official Records of Colorado County, Texas, and LESS AND EXCEPT that certain tract described as TRACT TWO, containing 0.659 acre of land, in deed from Colorado County Ag Complex to Columbus Community and Industrial Development Corporation, dated January 28, 2016, recorded in Volume 801, Page 793, of the Official Records of Colorado County, Texas, to all of which reference is here made for all purposes;

SECOND TRACT: 7.947 acres of land, more or less, out of and a part of the W. B. Dewees Survey, Abstract No. 18, situated in Colorado County, Texas, being Tract E-1 of Texas Crossroads Business Park, according to the plat recorded in Slide 120 of the Plat Records of Colorado County, Texas, and being the same land described in deed from Columbus Community and Industrial Development Corporation to Colorado County Ag Complex, dated January 28, 2016, recorded in Volume 801, Page 786, of the Official Records of Colorado County, Texas, to all of which reference is here made for all purposes;

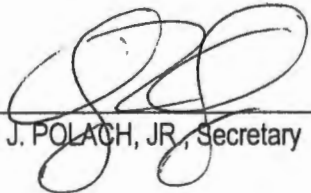
TOGETHER WITH all improvements situated upon said FIRST TRACT and SECOND TRACT herein;

AND TOGETHER WITH all of the corporation's interests in and to all of the oil, gas and other minerals, in and under and that may be produced from said FIRST TRACT and SECOND TRACT herein, together with all rights incident thereto, and any other interests owned by the corporation in and to oil, gas and other minerals, wheresoever situated, including, but not limited to, all of the corporation's interests in and to all of the oil, gas and other minerals, in and under and that may be produced from said tract described as 1.837 acres of land in deed from Colorado County Ag Complex to Columbus Community and Industrial Development Corp., dated January 12, 1999, recorded in Volume 292, Page 249, of the Official Records of Colorado County, Texas, and said tract described as TRACT ONE,

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
July 24, 2023**

containing 12.129 acres of land, in deed from Colorado County Ag Complex to Columbus Community and Industrial Development Corporation, dated January 28, 2016, recorded in Volume 801, Page 793, of the Official Records of Colorado County, Texas, and said tract described as TRACT TWO, containing 0.659 acre of land, in deed from Colorado County Ag Complex to Columbus Community and Industrial Development Corporation, dated January 28, 2016, recorded in Volume 801, Page 793, of the Official Records of Colorado County, Texas, to all of which reference is here made for all purposes, together with all rights incident thereto.

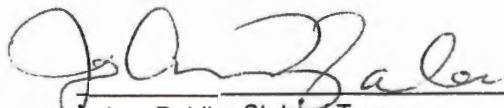
Earnest Ray Corcoran, as president of the corporation, shall have authority on behalf of the corporation to execute any and all documents necessary to consummate said transaction.

By: 
JOHN J. POLACH, JR., Secretary

THE STATE OF TEXAS §

COUNTY OF COLORADO §

This instrument was acknowledged before me on the 19 day of July, 2023, by JOHN J. POLACH, JR., Secretary of COLORADO COUNTY AG COMPLEX, a Texas non-profit corporation, on behalf of said corporation.


Notary Public, State of Texas

**MINUTES OF THE COLORADO COUNTY
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July 24, 2023**

CORPORATE RESOLUTION

We, the undersigned, being all the Directors of COLORADO COUNTY AG COMPLEX, a Texas non-profit corporation, organized and existing under the laws of the State of Texas, hereby certify that the following is a true and correct copy of a resolution duly adopted at a meeting of the Directors of the corporation duly held on July 18, 2023, at which a quorum of the Board of Directors was present and voting throughout, and that such resolution has not been modified, rescinded, or revoked, and is at present in full force and effect.

BE IT RESOLVED that the corporation shall convey to Colorado County, Texas, all that certain real property described as follows, to-wit:

FIRST TRACT: 60.375 acres of land, more or less, out of and a part of the W. B. Dewees Survey, Abstract No. 18, situated in Colorado County, Texas, being all of that certain tract described as 75 acres of land in deed from Columbus Community and Industrial Development Corp. to Colorado County Ag Complex, dated June 7, 1996, recorded in Volume 198, Page 178, of the Official Records of Colorado County, Texas, LESS AND EXCEPT that certain tract described as 1.837 acres of land in deed from Colorado County Ag Complex to Columbus Community and Industrial Development Corp., dated January 12, 1999, recorded in Volume 292, Page 249, of the Official Records of Colorado County, Texas, and LESS AND EXCEPT that certain tract described as TRACT ONE, containing 12.129 acres of land, in deed from Colorado County Ag Complex to Columbus Community and Industrial Development Corporation, dated January 28, 2016, recorded in Volume 801, Page 793, of the Official Records of Colorado County, Texas, and LESS AND EXCEPT that certain tract described as TRACT TWO, containing 0.659 acre of land, in deed from Colorado County Ag Complex to Columbus Community and Industrial Development Corporation, dated January 28, 2016, recorded in Volume 801, Page 793, of the Official Records of Colorado County, Texas, to all of which reference is here made for all purposes;

SECOND TRACT: 7.947 acres of land, more or less, out of and a part of the W. B. Dewees Survey, Abstract No. 18, situated in Colorado County, Texas, being Tract E-1 of Texas Crossroads Business Park, according to the plat recorded in Slide 120 of the Plat Records of Colorado County, Texas, and being the same land described in deed from Columbus Community and Industrial Development Corporation to Colorado County Ag Complex, dated January 28, 2016, recorded in Volume 801, Page 786, of the Official Records of Colorado County, Texas, to all of which reference is here made for all purposes;

TOGETHER WITH all improvements situated upon said FIRST TRACT and SECOND

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

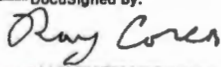

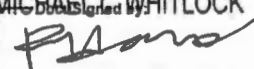
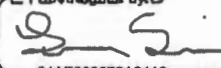
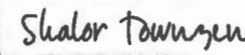
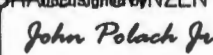
July 24, 2023

TRACT herein;

AND TOGETHER WITH all of the corporation's interests in and to all of the oil, gas and other minerals, in and under and that may be produced from said FIRST TRACT and SECOND TRACT herein, together with all rights incident thereto, and any other interests owned by the corporation in and to oil, gas and other minerals, wheresoever situated, including, but not limited to, all of the corporation's interests in and to all of the oil, gas and other minerals, in and under and that may be produced from said tract described as 1.837 acres of land in deed from Colorado County Ag Complex to Columbus Community and Industrial Development Corp., dated January 12, 1999, recorded in Volume 292, Page 249, of the Official Records of Colorado County, Texas, and said tract described as TRACT ONE, containing 12.129 acres of land, in deed from Colorado County Ag Complex to Columbus Community and Industrial Development Corporation, dated January 28, 2016, recorded in Volume 801, Page 793, of the Official Records of Colorado County, Texas, and said tract described as TRACT TWO, containing 0.659 acre of land, in deed from Colorado County Ag Complex to Columbus Community and Industrial Development Corporation, dated January 28, 2016, recorded in Volume 801, Page 793, of the Official Records of Colorado County, Texas, to all of which reference is here made for all purposes, together with all rights incident thereto.

Earnest Ray Corcoran, as president of the corporation, shall have authority on behalf of the corporation to execute any and all documents necessary to consummate said transaction.

This resolution is approved by the undersigned members of the Board of Directors.

DocuSigned by:

0A88E8A70A1444...
EARNEST RAY CORCORAN
DocuSigned by:

3138D1728D3418...
MICHAEL L. WHITLOCK
DocuSigned by:

CF48910C891045A...
PETE HOLLAND
DocuSigned by:

01AE882678A2410...
LARRY SMIDOVEC
DocuSigned by:

0F84E0FE3E0C487...
SHALOR TOWNZEN
DocuSigned by:

089D8E6F18A64A3...
JOHN J. POLACH, JR.

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
July 24, 2023

3276
FILED FOR RECORD
COLORADO COUNTY, TX
2023 JUL 26 AM 10:25
KIMBERLY MENKE DA.
COUNTY CLERK

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

JUL 27 2023



Kimberly Menke
KIMBERLY MENKE
COUNTY CLERK, COLORADO COUNTY, TEXAS

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

July 24, 2023

- __4. Presentation from Texas Association of Counties Risk Management Pool for 2022 Excellence in Safety Award. (Guthmann)**

Joe Szewczyk with Texas Association of Counties Risk Management Pool was in attendance to present the 2022 Excellence in Safety Award.

(See Attachment)

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
July 24, 2023**



PRESS RELEASE

1210 San Antonio • Austin, TX 78701 • P.O. Box 2131 • Austin, TX 78768-2131
512-478-8753 • 800-456-5974 • 512-478-0519 FAX

FOR RELEASE
January 27, 2023

CONTACT: JODY SEABORN
jodys@county.org

Colorado County Earns Excellence in Safety Award from TAC Risk Management Pool

AUSTIN —Colorado County has earned a 2022 Excellence in Safety Award from the Texas Association of Counties Risk Management Pool (TAC RMP) for its record of excellence in involvement and commitment to safety in the workplace, as well as for controlling workers' compensation claims.

To qualify for the award, the county must participate in TAC RMP's Workers' Compensation Program, have a safety program or accident prevention plan and have an active safety committee. This is the highest honor a county can receive from TAC RMP for its commitment to safety.

Through its commitment to safe practices among county employees, Colorado County works to reduce employee injuries and obtain substantial savings for taxpayers by minimizing workers' compensation costs.

The county is one of 11 TAC RMP members statewide who have earned this award.

Governed by a board of county officials, TAC RMP has provided counties with protection against risks and liabilities for almost 50 years. TAC RMP's risk control programs and services, delivered to more than 414 members, help Texas counties promote safety and save tax dollars. -

**MINUTES OF THE COLORADO COUNTY
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- __5. Conduct a Public Hearing to consider creation of Colorado County Emergency Services District No. 1, pursuant to Chapter 775 of the Texas Health and Safety Code, Sections 775.016 and 775.017.

Llevar a cabo una Audiencia Pública para considerar la creación del Distrito de Servicios de Emergencia No. 1 del Condado de Colorado, de conformidad con el Capítulo 775 del Código de Salud y Seguridad de Texas, Secciones 775.016 y 775.017.

9:11 A. M. open public hearing

The following individuals spoke during the public hearing: Steven Foster, Natalie Batla Wright, Chris Christensen, William Durbin, Kevin Walters, Mayor Lori An Gobert, Glen Vincent, Tommy Hahn, Brent Gorman Jr., Howard Katz, Tori Priest Kramr, Rebecka LaCourse, Ivan Menke, Chuck Rogers, and Mike Boom.

11:05 A. M. close public hearing

(See Attachments)

**MINUTES OF THE COLORADO COUNTY
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**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
June 26, 2023**

__2. Public comments.

No public comments.

__3. Review and take any statutorily required action on a Petition for the creation of an emergency services district to be known as COLORADO COUNTY EMERGENCY SERVICES DISTRICT NO. 1; set a public hearing to be held on Monday, July 24, 2023 at 9:00 a.m. in the Colorado County Courthouse, County Courtroom, 400 Spring Street, Columbus, Texas 78934, on the Petition and for the proposed creation of an emergency services district to be known as COLORADO COUNTY EMERGENCY SERVICES DISTRICT NO. 1, and issue the necessary notices pursuant to Section 775.015 of the Texas Health & Safety Code.

Motion by Judge Prause to accept the filing of the Petition for the creation of an emergency services district to be known as COLORADO COUNTY EMERGENCY SERVICES DISTRICT NO. 1 and set a public hearing to be held on Monday, July 24, 2023 at 9:00 a.m. in the Colorado County Courthouse, County Courtroom, 400 Spring Street, Columbus, Texas 78934, on the Petition and for the proposed creation of an emergency services district to be known as COLORADO COUNTY EMERGENCY SERVICES DISTRICT NO. 1, and issue the necessary notices pursuant to Section 775.015 of the Texas Health & Safety Code; seconded by Commissioner Wessels; 5 ayes 0 nays; motion carried; it was so ordered.

(See Attachment)

**MINUTES OF THE COLORADO COUNTY
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July 24, 2023**

PETITION FOR CREATION OF AN EMERGENCY SERVICES DISTRICT
(Colorado County, Texas)

FILED FOR RECORD
COLORADO COUNTY TX
2023 JUN 22 AM 11:42
KIMBERLY MENKE
COUNTY CLERK

THE STATE OF TEXAS § IN THE COMMISSIONER'S COURT
§ OF
COUNTY OF COLORADO § COLORADO COUNTY, TEXAS

TO THE HONORABLE COUNTY JUDGE OF COLORADO COUNTY TEXAS:

Come Now, your Petitioners, numbering no fewer than one hundred (100) qualified voters who own taxable real property in the proposed emergency services district, who file this Petition pursuant to Section 775.011, Texas Health & Safety Code ("H&S Code") requesting the creation of an Emergency Services District ("ESD"). Your Petitioners would respectfully show the Commissioner's Court the following:

I.

The proposed Colorado County Emergency Services District No. 1 is to be created and is to operate under Article III, Section 48-e of the Texas Constitution, and Chapter 775, H&S Code, including having the power to levy and collect taxes of ten cents (\$0.10) on each \$100 of taxable value of property taxable by the District; and the District will be so created and operated to protect life and health and as provided in said Constitution and Legislative Act, as amended.

II.

The name of the proposed ESD will be "Colorado County Emergency Services District No. 1".

III.

The boundaries of the proposed ESD are: the entirety of the municipal and corporate boundaries of the City of Columbus, Texas, as those boundaries exist on a April 15, 2023, the extraterritorial jurisdictional area of the City of Columbus, Texas, and portions of the unincorporated areas of Colorado County, Texas. The

**MINUTES OF THE COLORADO COUNTY
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July 24, 2023

boundaries of the proposed ESD are set forth in Exhibit "A", and a map of the proposed ESD is set forth in Exhibit "B", and all are attached hereto and incorporated herein for all purposes.

IV.

The proposed ESD, to be designated as Colorado County Emergency Services District No. 1, will provide the following emergency services: fire fighting services, fire prevention services, fire suppression services, emergency rescue services, search and rescue services, and first responder emergency medical services.

V.

The creation of the proposed ESD complies with Sections 775.020 and 775.0205, H&S Code.

VI.

The area of the proposed ESD does not include or overlap the boundaries of any other ESD, and none of the land included in the proposed ESD is now included within any other ESD. The boundaries of the proposed ESD will include (1) the city limits of the City of Columbus, (2) the extraterritorial jurisdiction of the City of Columbus, and (3) portions of the unincorporated areas of Colorado County.

VII.

The City of Columbus, Texas, is the only municipality from which consent must be obtained, as provided under Section 775.14, H&S Code, in order for the municipal and corporate areas of the City of Columbus, Texas, and the extraterritorial jurisdiction area of the City of Columbus, Texas to be included in the proposed ESD.

**MINUTES OF THE COLORADO COUNTY
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July 24, 2023

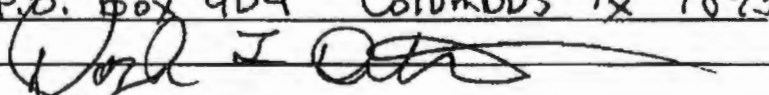
VIII.

Petitioners would show that the creation and operation of the proposed ESD is feasible and will promote the public safety, welfare, health, and convenience of persons residing in the proposed ESD.

IX.

The Petition herein contains the agreement signed by at least two petitioners, being:

Name: Brent Gorman
Address: 1240 Boyne Lane Columbus, Tx 78934
Signature: 

Name: Doyle F. Dittmar
Address: P.O. Box 904 Columbus Tx 78934
Signature: 

that hereby obligates them to pay not more than One Hundred Fifty Dollars (\$150.00) of the costs incident to the formation of the proposed ESD, including the costs of publishing notices, election costs, and other necessary and incidental expenses.

X.

Petitioners would show that this Petition is signed by at least 100 qualified voters who own taxable real property in the proposed Colorado County Emergency Services District No. 1. The signature and the mailing address of each petitioner are attached to this Petition as Exhibit "C".

WHEREFORE, PREMISES CONSIDERED, Petitioners request that the County Judge receive and accept this Petition; that the County Clerk issue and publish such notices as required by law; that a public hearing be held in the County on this Petition in the time and manner as provided in the H&S Code; that upon such hearing the Colorado County Commissioner's Court grant this

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Petition; and that upon such hearing the Colorado County Commissioner's Court call an election pursuant to Section 775.018, H&S Code, on the next authorized uniform election date that allows sufficient time to comply with the Texas Election Code and other applicable requirements of law to confirm the ESD's creation and authorize the imposition of a tax as provided by Section 48-e, Article III, Texas Constitution.

Respectfully submitted this 14 day of June, 2023.

Name: Brent Furman
Signature: [Handwritten Signature]

Name: Doyle F. Dittmar
Signature: [Handwritten Signature]

**MINUTES OF THE COLORADO COUNTY
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EXHIBIT "A"

Colorado County ESD 1

Commencing at the point where the most northerly point in the boundary line of Colorado County, Texas, intersects with the southeast boundary line of Fayette County, Texas, and the northwest boundary line of Austin County, Texas;

Thence, southeasterly along the east boundary line of Colorado County, Texas, pass Stokes Road and pass FM 109, to a point where the east boundary line of Colorado County, Texas intersects with Interstate 10/US Highway 90;

Thence, continuing in a southeasterly direction along the east boundary line of Colorado County, Texas, 1.4 miles south of Interstate 10/US Highway 90 to a point in the east boundary line of Colorado County, Texas, having the coordinates 29.747954, -96.297450 (using the global positioning system in decimal degrees);

Thence, southwesterly departing from the east boundary line of Colorado County, Texas, along a line, pass Prairie Chicken Road, a distance of approximately 1.38 miles to a point having the coordinates 29.709213, -96.302557;

**MINUTES OF THE COLORADO COUNTY
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Thence, continuing northwesterly along said line a distance of approximately 1.73 miles, pass Cat Springs Road, to a point having the coordinates 29.707685, -96.331840;

Thence, north along said line to its intersection with the south right-of-way of FM 2761;

Thence, southwest along the south right-of-way of FM 2761 to its intersection with the west right-of-way of FM 949;

Thence, continuing southwest along the south right-of-way of FM 2761/Lyle Road, extended to an intersection with the east bank of the Colorado River;

Thence, southerly and southwesterly along the meanders of the east and south banks of the Colorado River to a point on the south bank of the Colorado River having the coordinates 29.594166, -96.452615;

Thence, southwesterly from said point on the south bank of the Colorado River in a straight line, pass State Highway 71, to an intersection with the west right-of-way of County Road 102;

Thence, northwesterly along the west right-of-way of County Road 102 to a point having the coordinates 29.577838, -96.492721;

**MINUTES OF THE COLORADO COUNTY
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Thence, westerly from said point to a point having the coordinates 29.604687, -96.643632;

Thence, northerly from said point to a point having the coordinates 29.668234, -96.649097, and being the southernmost point of Hattermann Lane;

Thence, northwesterly along the west right-of-way of Hattermann Lane, pass Interstate 10/US Highway 90, to its intersection with the north right-of-way of County Road 217;

Thence, westerly along the south right-of-way of County Road 217 to a point having the coordinates 29.369687, -96.663933;

Thence, northerly from said point along a line to its intersection with the south bank of the Colorado River;

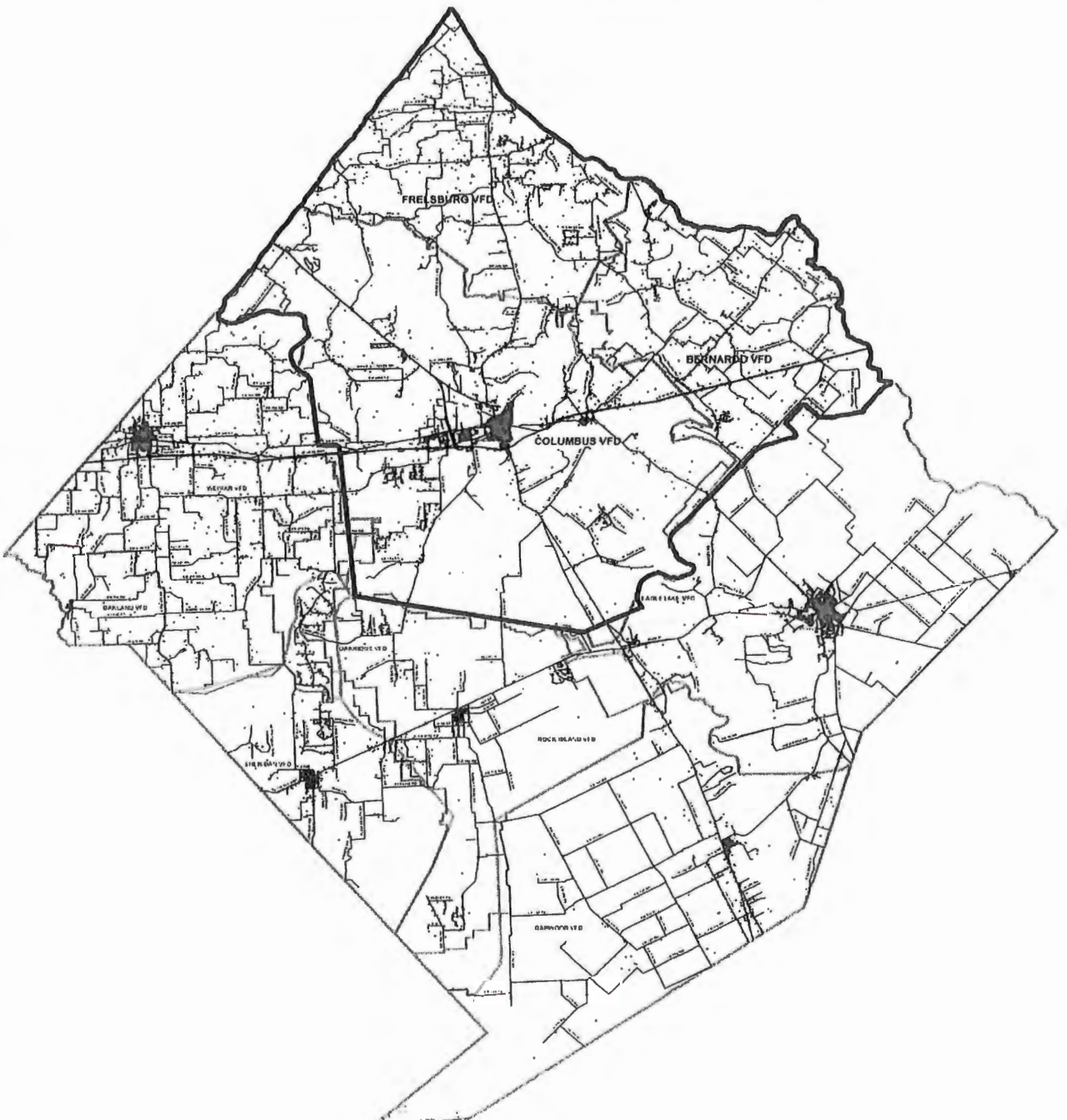
Thence, along the south bank of the Colorado River to its intersection with the west boundary line of Colorado County, Texas;

Thence, northeasterly along the west boundary line of Colorado County, Texas, to the point of commencement.

**MINUTES OF THE COLORADO COUNTY
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EXHIBIT "B"

Map of proposed Colorado County Emergency Services District No. 1



MINUTES OF THE COLORADO COUNTY
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EXHIBIT "C"

Signatures for Petition to create Colorado County Emergency Services District No. 1:

Signature: Jackie Valente
Printed Name: Jackie Valente Date of Signing: 5/24/23
Date of Birth: 7/27/65 or Colorado County Voter Reg. No. 1000795472
Residence Address: 4519 Hwy 90 Atteyton Tx. 78935
Mailing Address (if different from residence): same

Signature: Raymie Kane
Printed Name: Raymie Kane Date of Signing: 5/24/23
Date of Birth: 11/28/61 or Colorado County Voter Reg. No. 1000807034
Residence Address: 1014 Kuhn Hollow Lane Columbus
Mailing Address (if different from residence): P.O. Box 503 Columbus

Signature: Karl Valente
Printed Name: Karl Valente Date of Signing: 5/24/23
Date of Birth: 9/1/60 or Colorado County Voter Reg. No. 1000795832
Residence Address: 4519 Hwy 90 Atteyton Tx. 78935
Mailing Address (if different from residence): same

Signature: Elsie Estep
Printed Name: ELSIE ESTEP Date of Signing: 5/26/23
Date of Birth: 5/15/63 or Colorado County Voter Reg. No. 1013606079
Residence Address: 1997 Cot Spring Rd Cot Spring TX 78933
Mailing Address (if different from residence): same

MINUTES OF THE COLORADO COUNTY
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EXHIBIT "C"

Signatures for Petition to create Colorado County Emergency Services District No. 1:

Signature: James Thompson
Printed Name: James Thompson Date of Signing: 5-21-23
Date of Birth: 10/19-44 or Colorado County Voter Reg. No. 1013455802
Residence Address: yes 1855 Cat Spring rd,
Mailing Address (if different from residence): same

Signature: William Thompson
Printed Name: William Thompson Date of Signing: 5-21-23
Date of Birth: 8/21/79 or Colorado County Voter Reg. No. 1015197293
Residence Address: 1873 Cat Spring rd
Mailing Address (if different from residence): -

Signature: Anthony Neuenhoff
Printed Name: ANTHONY NEUENDORFF Date of Signing: 5/24/23
Date of Birth: 3/14/60 or Colorado County Voter Reg. No. 1000793862
Residence Address: 2198 FM-949 ALLEYTON, TX 78935
Mailing Address (if different from residence): -

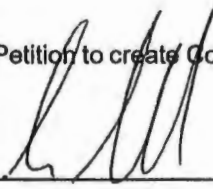
Signature: Tamelyn Neuenhoff
Printed Name: Tamelyn Neuenhoff Date of Signing: 5/24/23
Date of Birth: 1/21/62 or Colorado County Voter Reg. No. 1000795602
Residence Address: 2198 FM 949 Alleyton, TX 78935
Mailing Address (if different from residence): -

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

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EXHIBIT "C"

Signatures for Petition to create Colorado County Emergency Services District No. 1:

Signature: 

Printed Name: Greg Glueck Date of Signing: 5-20-23

Date of Birth: 4/24/63 or Colorado County Voter Reg. No. 1145195838

Residence Address: 1077 Tree Farm Rd, Cat Spring, TX, 78432

Mailing Address (if different from residence): same

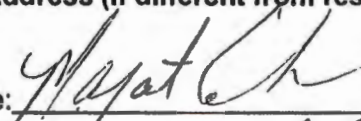
Signature: 

Printed Name: Chris Glueck Date of Signing: 5/21/2023

Date of Birth: 12/16/66 or Colorado County Voter Reg. No. 1000784362

Residence Address: 1052 Bailey Rd, Alleyton, TX 78935

Mailing Address (if different from residence): same

Signature: 

Printed Name: Margaret Glueck Date of Signing: 5-21-23

Date of Birth: 3/26/62 or Colorado County Voter Reg. No. 1000780810

Residence Address: 1052 Bailey Rd, Alleyton, TX 78935

Mailing Address (if different from residence): same

Signature: _____

Printed Name: _____ Date of Signing: _____

Date of Birth: 11 or Colorado County Voter Reg. No. _____

Residence Address: _____

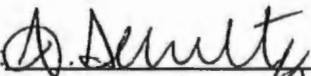
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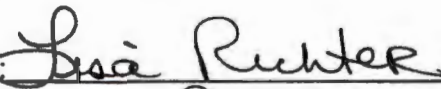
MINUTES OF THE COLORADO COUNTY
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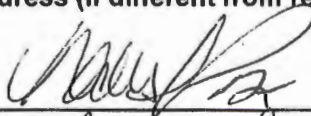
July 24, 2023

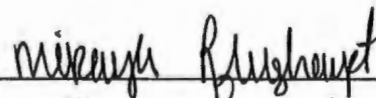
EXHIBIT "C"

Signatures for Petition to create Colorado County Emergency Services District No. 1:

Signature: 
Printed Name: Anna Schwitz Date of Signing: 5-9-23
Date of Birth: 11/1/94 or Colorado County Voter Reg. No. 1189503792
Residence Address: 336 Dewees St. Columbus, TX 78934
Mailing Address (if different from residence): _____

Signature: 
Printed Name: Lisa Richter Date of Signing: 5/16/23
Date of Birth: 2/2/65 or Colorado County Voter Reg. No. 2165633791
Residence Address: 1048 Lester Ranch Rd. Columbus TX 78934
Mailing Address (if different from residence): _____

Signature: 
Printed Name: Kruter Post Date of Signing: 5/16/23
Date of Birth: 8/27/77 or Colorado County Voter Reg. No. 1007455366
Residence Address: 121 Creek Bend Lane Columbus, TX 78934
Mailing Address (if different from residence): Same

Signature: 
Printed Name: Mikayla Pflughaupt Date of Signing: 5/16/23
Date of Birth: 10/19/06 or Colorado County Voter Reg. No. 1214655329
Residence Address: 1111 Stokes Rd. Fayetteville, TX 78940
Mailing Address (if different from residence): Same

MINUTES OF THE COLORADO COUNTY
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EXHIBIT "C"

Signatures for Petition to create Colorado County Emergency Services District No. 1:

Signature: Marcia Milich
Printed Name: Marcia Milich Date of Signing: 5-17-23
Date of Birth: 6/17/78 or Colorado County Voter Reg. No. 1196874817
Residence Address: 507 Tait St Columbus, TX 78934
Mailing Address (if different from residence): _____

Signature: MI Sturges
Printed Name: MI Sturges Date of Signing: 5.17.23
Date of Birth: 5/18/49 or Colorado County Voter Reg. No. 1009463651
Residence Address: 1280 San Felipe Rd Fayetteville, Tx 78940
Mailing Address (if different from residence): _____

Signature: Philip Knight
Printed Name: Philip Knight Date of Signing: 5/17/23
Date of Birth: 9/15/47 or Colorado County Voter Reg. No. 1037555278
Residence Address: 407 ST. ANDREWS DR. NEW ULM, TX. 78950
Mailing Address (if different from residence): _____

Signature: Peggy A Harrison
Printed Name: Peggy Harrison Date of Signing: 5/22/2023
Date of Birth: 11/23/57 or Colorado County Voter Reg. No. 1009685254
Residence Address: 221 Oak Cluster Dr., Columbus, TX 78934
Mailing Address (if different from residence): _____

MINUTES OF THE COLORADO COUNTY
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EXHIBIT "C"

Signatures for Petition to create Colorado County Emergency Services District No. 1:

Signature: Janet Hollman
Printed Name: Janet Hollman Date of Signing: 5-16-2023
Date of Birth: 2-21-54 or Colorado County Voter Reg. No. 1000775985
Residence Address: 1171 CR92 CatSpring TX 78933
Mailing Address (if different from residence): same

Signature: Lindsay Shifflett
Printed Name: Lindsay Shifflett Date of Signing: 5/16/23
Date of Birth: 10/19/81 or Colorado County Voter Reg. No. 1153578981
Residence Address: 1280 Business St 71 Columbus, TX 78934
Mailing Address (if different from residence): same

Signature: Jeresa Moeller
Printed Name: Jeresa Moeller Date of Signing: 5-16-23
Date of Birth: 2-3-66 or Colorado County Voter Reg. No. 1002113609
Residence Address: 1065 Kickler Rd Fayetteville Tx 78940
Mailing Address (if different from residence): same

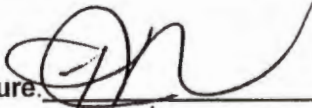
Signature: Lawrence S. Ripper
Printed Name: Lawrence S. Ripper Date of Signing: 5-16-2023
Date of Birth: 11 or Colorado County Voter Reg. No. 1031152351
Residence Address: 3792 Hwy 90 A Lillman, Texas 78843
Mailing Address (if different from residence): same

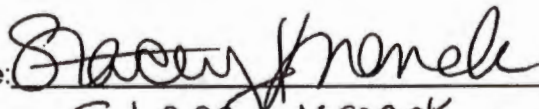
MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

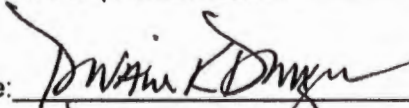
July 24, 2023

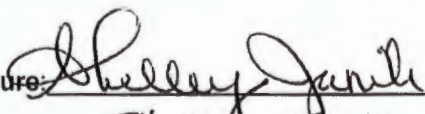
EXHIBIT "C"

Signatures for Petition to create Colorado County Emergency Services District No. 1:

Signature: 
Printed Name: KERRI JAEGER Date of Signing: 5/16/23
Date of Birth: 5/17/73 or Colorado County Voter Reg. No. 1019287636
Residence Address: 105 DRAPER ST Columbus TX 78934
Mailing Address (if different from residence): _____

Signature: 
Printed Name: Stacey Krenek Date of Signing: 5/16/23
Date of Birth: 10/07/77 or Colorado County Voter Reg. No. 1180028462
Residence Address: 602 S Summit St Weimar TX 78962
Mailing Address (if different from residence): _____

Signature: 
Printed Name: DWAN K. DUDGEON Date of Signing: 5/16/23
Date of Birth: 07/21/68 or Colorado County Voter Reg. No. 1000838341
Residence Address: 1292 Veughans Geary Rd. Columbus, TX 78934
Mailing Address (if different from residence): P.O. Box 906 Columbus, TX 78934

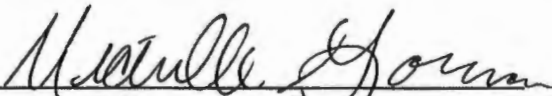
Signature: 
Printed Name: Shelley Janik Date of Signing: 5/16/23
Date of Birth: 2/18/71 or Colorado County Voter Reg. No. 1206088935
Residence Address: 1083 Dietrich Lane, Cat Spring TX 78933
Mailing Address (if different from residence): _____

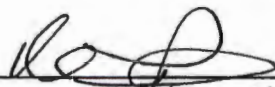
MINUTES OF THE COLORADO COUNTY
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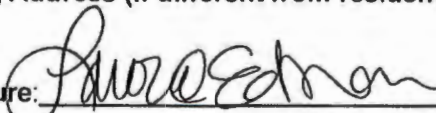
July 24, 2023

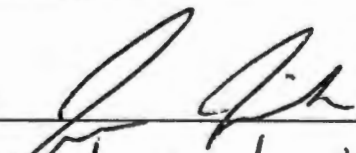
EXHIBIT "C"

Signatures for Petition to create Colorado County Emergency Services District No. 1:

Signature: 
Printed Name: Michelle Gorman Date of Signing: 5/9/23
Date of Birth: 4/28/86 or Colorado County Voter Reg. No. 1112645337
Residence Address: 1240 Brune Lane, Columbus, TX 78934
Mailing Address (if different from residence): _____

Signature: 
Printed Name: Marcella Pfeiffer Date of Signing: 5/9/23
Date of Birth: 2/29/96 or Colorado County Voter Reg. No. 2183696098
Residence Address: 211 King Dr.
Mailing Address (if different from residence): _____

Signature: 
Printed Name: Laura Edman Date of Signing: 5/9/23
Date of Birth: 1/11/96 or Colorado County Voter Reg. No. 2168587970
Residence Address: 223 Dewels St Columbus TX 78934
Mailing Address (if different from residence): _____


Signature: 
Printed Name: James Janik Date of Signing: 5/9/23
Date of Birth: 1/11/75 or Colorado County Voter Reg. No. 120608886
Residence Address: 1083 Dietrich Ln. Cat Spring, TX 78934
Mailing Address (if different from residence): Same as above.


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EXHIBIT "C"

Signatures for Petition to create Colorado County Emergency Services District No. 1:

Signature: 
Printed Name: Richard Halams Date of Signing: 5/4/23
Date of Birth 9/13/11 or Colorado County Voter Reg. No. 1000840714
Residence Address: 1051 Schulenburg Ln Columbus TX 78934
Mailing Address (if different from residence): Same

Signature: 
Printed Name: Michael Ponicik Date of Signing: 5-4-23
Date of Birth: 7-22-62 or Colorado County Voter Reg. No. 1000840617
Residence Address: 219 King Dr. Columbus Tx 78934
Mailing Address (if different from residence): Same

Signature: 
Printed Name: Donald Warschale Date of Signing: 5-4-2023
Date of Birth: 6/19/67 or Colorado County Voter Reg. No. 1173332926
Residence Address: 120 Creek Bend Lane, Columbus, TX 78934
Mailing Address (if different from residence): _____


Signature: 
Printed Name: Dana Schneider Date of Signing: 5/4/2023
Date of Birth: 8/10/64 or Colorado County Voter Reg. No. 1191193325
Residence Address: 219 Oak Cluster Drive, Columbus, TX 78934
Mailing Address (if different from residence): N/A


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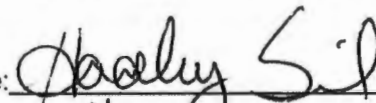
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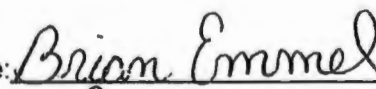
EXHIBIT "C"

Signatures for Petition to create Colorado County Emergency Services District No. 1:

Signature: 
Printed Name: Robyn Dabx Date of Signing: 5-8-23
Date of Birth: 11-26-64 or Colorado County Voter Reg. No. 1000803448
Residence Address: 714 SPRING ST
Mailing Address (if different from residence): _____

Signature: 
Printed Name: Sidney Chello Date of Signing: 5-8-23
Date of Birth: 9-11-56 or Colorado County Voter Reg. No. 1000833723
Residence Address: 102 King Dr
Mailing Address (if different from residence): _____

Signature: 
Printed Name: Hadley Sciba Date of Signing: 5-8-23
Date of Birth: 3-11-87 or Colorado County Voter Reg. No. 1024125266
Residence Address: 210 King Dr.
Mailing Address (if different from residence): _____

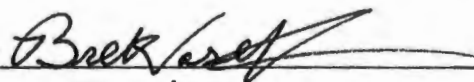
Signature: 
Printed Name: Brian Emmel Date of Signing: 5/8/23
Date of Birth: 2-11-77 or Colorado County Voter Reg. No. 1130729813
Residence Address: 1125 Schobel Rd
Mailing Address (if different from residence): _____

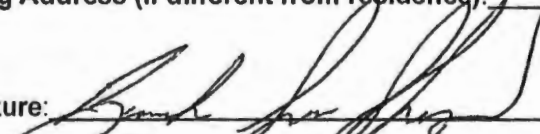
MINUTES OF THE COLORADO COUNTY
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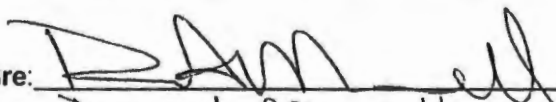
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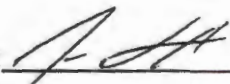
EXHIBIT "C"

Signatures for Petition to create Colorado County Emergency Services District No. 1:

Signature: 
Printed Name: Brett Vasek Date of Signing: 05/08/23
Date of Birth: 1970 or Colorado County Voter Reg. No. 1013162021
Residence Address: 1155 Business 71 Columbus, TX
Mailing Address (if different from residence): _____

Signature: 
Printed Name: Brandon Scrivette Date of Signing: 4-6-2023
Date of Birth: 11/21/87 or Colorado County Voter Reg. No. 1219639213
Residence Address: 336 Deerees St Columbus TX 78934
Mailing Address (if different from residence): _____

Signature: 
Printed Name: David Meisell Date of Signing: 5/9/23
Date of Birth: 8/18/53 or Colorado County Voter Reg. No. 1019939056
Residence Address: 220 Deerees St. Columbus, TX 78934
Mailing Address (if different from residence): P.O. Box 1297, Columbus, TX 78934


Signature: 
Printed Name: James Chollett Date of Signing: 5/8/23
Date of Birth: 1/14/85 or Colorado County Voter Reg. No. 1019938668
Residence Address: 1100 Front St Glidden TX 78943
Mailing Address (if different from residence): Same

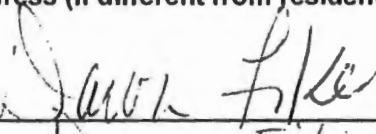
MINUTES OF THE COLORADO COUNTY
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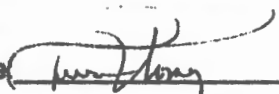
July 24, 2023

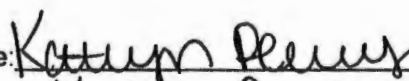
EXHIBIT "C"

Signatures for Petition to create Colorado County Emergency Services District No. 1:

Signature: 
Printed Name: Joshua Chollett Date of Signing: 05/08/23
Date of Birth: 07/11/87 or Colorado County Voter Reg. No. 1060323803
Residence Address: 1007 Colorado St Giddens, TX 78943
Mailing Address (if different from residence): _____

Signature: 
Printed Name: Dawn Fike Date of Signing: 5-9-2023
Date of Birth: 07-7-66 or Colorado County Voter Reg. No. 1004071485
Residence Address: 1018 Oak Hill Dr, Columbus TX 78534
Mailing Address (if different from residence): _____

Signature: 
Printed Name: Teressa Thomas Date of Signing: 05/09/2023
Date of Birth: 11 or Colorado County Voter Reg. No. 100835545
Residence Address: 203 Taylor St., Giddens, TX 78943
Mailing Address (if different from residence): _____

Signature: 
Printed Name: KATHY PERALES Date of Signing: 05/09/2023
Date of Birth: 03/19/93 or Colorado County Voter Reg. No. 2199499980
Residence Address: 2002 Milam St. Columbus, TX 78934
Mailing Address (if different from residence): _____

MINUTES OF THE COLORADO COUNTY
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EXHIBIT "C"

Signatures for Petition to create Colorado County Emergency Services District No. 1:

Signature: *Glen Vincent*
Printed Name: GLEN VINCENT Date of Signing: 5-16-23
Date of Birth: 04/11/1961 or Colorado County Voter Reg. No. 1004919363
Residence Address: 1836 CAT SPRING RD. CAT SPRING, TX, 78933
Mailing Address (if different from residence): 1021 RITZ OUTWAD RD. CAT SPRING TX 78933

Signature: *John R. Estep*
Printed Name: John R. Estep Date of Signing: 5-16-23
Date of Birth: 11/13 or Colorado County Voter Reg. No. 1000793149
Residence Address: 1997 CAT SPRING RD, CAT SPRING TX 78933
Mailing Address (if different from residence): _____

Signature: *Shawna Sullivan*
Printed Name: Shawna Sullivan Date of Signing: 5-16-23
Date of Birth: 9/17 or Colorado County Voter Reg. No. 1006596196
Residence Address: 1941 Cat Spring Rd
Mailing Address (if different from residence): PO Box 81
Cat Spring Tx 78933

Signature: *Darrell Sullivan*
Printed Name: Darrell Sullivan Date of Signing: 5-16-23
Date of Birth: 7/6 or Colorado County Voter Reg. No. 1011848676
Residence Address: 1941 Cat Spring Rd
Mailing Address (if different from residence): PO Box 81
Cat Spring Tx 78933

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
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EXHIBIT "C"

Signatures for Petition to create Colorado County Emergency Services District No. 1:

Signature: [Signature]
Printed Name: R. W. Nette Date of Signing: 5/16/2023
Date of Birth: 5/14/47 or Colorado County Voter Reg. No. 1880792627
Residence Address: 1797 Cat Springs Rd
Mailing Address (if different from residence): _____

Signature: [Signature]
Printed Name: Kyle Vincent Date of Signing: 5-17-23
Date of Birth: 10/10/90 or Colorado County Voter Reg. No. 1156844243
Residence Address: 7649 Highway 71 Garwood TX 77442
Mailing Address (if different from residence): _____

Signature: [Signature]
Printed Name: Kim Vincent Date of Signing: 5/17/23
Date of Birth: 1/26/61 or Colorado County Voter Reg. No. 1004919371
Residence Address: 1836 CAT SPRING RD, CAT SPRING TX 78933
Mailing Address (if different from residence): 1021 Reitz Quinn Rd. CAT SPRING TX 78933

Signature: [Signature]
Printed Name: Whitney Sardi Date of Signing: 5/16/23
Date of Birth: 11/19/88 or Colorado County Voter Reg. No. 1156844317
Residence Address: 1021 Reitz Quinn Rd CAT SPRING, TX 78933
Mailing Address (if different from residence): _____

MINUTES OF THE COLORADO COUNTY
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EXHIBIT "C"

Signatures for Petition to create Colorado County Emergency Services District No. 1:

Signature: Donnie Rollins
Printed Name: Donnie Rollins Date of Signing: 5/3/23
Date of Birth: 2/17/50 or Colorado County Voter Reg. No. 1000771932
Residence Address: 145 2nd Ave Columbus Texas, 78934
Mailing Address (if different from residence): 145 2nd Ave Columbus Texas 78934

Signature: Nora Rollins
Printed Name: NORA ROLLINS Date of Signing: 5/8/23
Date of Birth: 11 or Colorado County Voter Reg. No. 1000771921
Residence Address: 145 2ND AVE, Columbus, TX 78934
Mailing Address (if different from residence): _____

Signature: Duane D. Naiser
Printed Name: Duane D. Naiser Date of Signing: 5/4/23
Date of Birth: 5/14/62 or Colorado County Voter Reg. No. 1013864152
Residence Address: 1015 Oak Hill Dr Columbus, TX 78934
Mailing Address (if different from residence): _____

Signature: Rolando Tello
Printed Name: Rolando Tello Date of Signing: 5/24/23
Date of Birth: 5/21/1976 or Colorado County Voter Reg. No. 1058080347
Residence Address: 1021 Yearwood Rd Columbus TX 78934
Mailing Address (if different from residence): _____

MINUTES OF THE COLORADO COUNTY
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EXHIBIT "C"

Signatures for Petition to create Colorado County Emergency Services District No. 1:

Signature: Richard Chance

Printed Name: Richard CHANCE Date of Signing: 5-19-23

Date of Birth: 8/15/55 or Colorado County Voter Reg. No. 1000831489

Residence Address: 108 8TH ST.

Mailing Address (if different from residence): GLIDDEN 78943

Signature: Susan Chandler

Printed Name: Susan Chandler Date of Signing: 5/22/23

Date of Birth: 9/24/60 or Colorado County Voter Reg. No. 1098422551

Residence Address: 101 Post Oak^{LN}, Columbus TX 78939

Mailing Address (if different from residence): _____

Signature: Brent Garman Jr

Printed Name: Brent Garman Jr Date of Signing: 5/25/23

Date of Birth: 03/14/86 or Colorado County Voter Reg. No. 1022921653

Residence Address: 1240 Brune Ln. Columbus, Tx. 78934

Mailing Address (if different from residence): _____

Signature: _____

Printed Name: _____ Date of Signing: _____

Date of Birth: 11 or Colorado County Voter Reg. No. _____

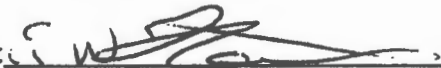
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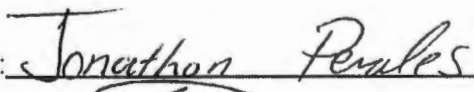
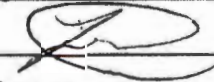
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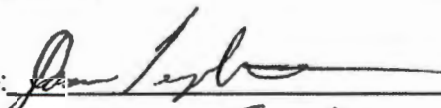
MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
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EXHIBIT "C"

Signatures for Petition to create Colorado County Emergency Services District No. 1:

Signature: 
Printed Name: Eric W. Florian Date of Signing: 5/9/23
Date of Birth: 7/1/70 or Colorado County Voter Reg. No. 1000791736
Residence Address: 636 Washingtons Street
Mailing Address (if different from residence): same

Signature: 
Printed Name:  Date of Signing: 5-9-23
Date of Birth: 5/11/70 or Colorado County Voter Reg. No. 2157601125
Residence Address: 2002 Milan St.
Mailing Address (if different from residence): same

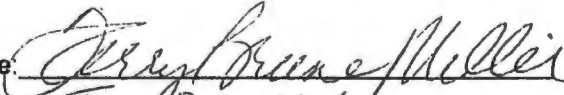
Signature: 
Printed Name: Jason Templeton Date of Signing: 5-11-23
Date of Birth: 12/2/74 or Colorado County Voter Reg. No. 1000802346
Residence Address: 124 N Oak Dr Columbus Tx 78934
Mailing Address (if different from residence): _____


Signature: _____
Printed Name: _____ Date of Signing: _____
Date of Birth: 11 or Colorado County Voter Reg. No. _____
Residence Address: _____
Mailing Address (if different from residence): _____

**MINUTES OF THE COLORADO COUNTY
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EXHIBIT "C"

Signatures for Petition to create Colorado County Emergency Services District No. 1:

Signature: 
Printed Name: TERRY BRUNE MILLER Date of Signing: 5/24/23
Date of Birth: 6/14/45 or Colorado County Voter Reg. No. 1055530660
Residence Address: 2498 FM 109 Columbus, TX 78934
Mailing Address (if different from residence): _____

Signature: 
Printed Name: JAMES F. MILLER Date of Signing: 5/24/23
Date of Birth: 7/11/45 or Colorado County Voter Reg. No. 1053291674
Residence Address: 2498 FM 109 COLCUMAS, TX 78934
Mailing Address (if different from residence): _____

Signature: _____
Printed Name: _____ Date of Signing: _____
Date of Birth: 11 or Colorado County Voter Reg. No. _____
Residence Address: _____
Mailing Address (if different from residence): _____

Signature: _____
Printed Name: _____ Date of Signing: _____
Date of Birth: 11 or Colorado County Voter Reg. No. _____
Residence Address: _____
Mailing Address (if different from residence): _____

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

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EXHIBIT "C"

Signatures for Petition to create Colorado County Emergency Services District No. 1:

Signature: Carol Braden
Printed Name: CAROL BRADEN Date of Signing: 5-16-23
Date of Birth: 12th 45 or Colorado County Voter Reg. No. 1000804805
Residence Address: 1040 Riverview Lane Columbus, Tx 78934
Mailing Address (if different from residence): _____

Signature: Donald Braden
Printed Name: DONALD BRADEN Date of Signing: 5-16-23
Date of Birth: 11th 44 or Colorado County Voter Reg. No. 1000804795
Residence Address: 1040 Riverview Lane Columbus, Tx 78934
Mailing Address (if different from residence): _____

Signature: Amy N. Craven
Printed Name: Amy N. Craven Date of Signing: 5/24/23
Date of Birth: 07/02/1980 or Colorado County Voter Reg. No. 1021754526
Residence Address: 3766 Hwy 90 Galidden TX 78943
Mailing Address (if different from residence): _____

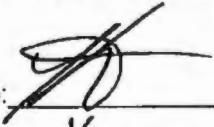
Signature: _____
Printed Name: _____ Date of Signing: _____
Date of Birth: 11 or Colorado County Voter Reg. No. _____
Residence Address: _____
Mailing Address (if different from residence): _____

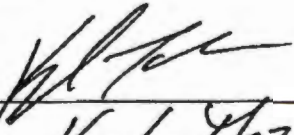
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COMMISSIONER'S COURT REGULAR MEETING

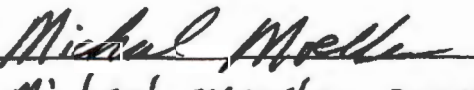
July 24, 2023

EXHIBIT "C"

Signatures for Petition to create Colorado County Emergency Services District No. 1:

Signature: 
Printed Name: KRISTINA Hill Date of Signing: 5/22/23
Date of Birth: 11/18/73 or Colorado County Voter Reg. No. 405 1000793545
Residence Address: 1082 STIRLEY DRMS - COLUMBUS TX 78924
Mailing Address (if different from residence): _____

Signature: 
Printed Name: Kirk Thamm Date of Signing: 5-23-23
Date of Birth: 1976 or Colorado County Voter Reg. No. 1010841337
Residence Address: 1088 Old Hwy 71 Columbus TX 78934
Mailing Address (if different from residence): _____

Signature: 
Printed Name: Michael moeller Date of Signing: 5-24-23
Date of Birth: 3/7/63 or Colorado County Voter Reg. No. 1000798797
Residence Address: 1068 Warschat Schrette Rd, New Ulm, TX 78950
Mailing Address (if different from residence): _____

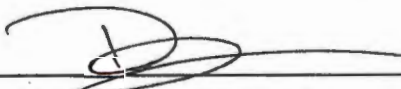
Signature: _____
Printed Name: _____ Date of Signing: _____
Date of Birth: 11 or Colorado County Voter Reg. No. _____
Residence Address: _____
Mailing Address (if different from residence): _____

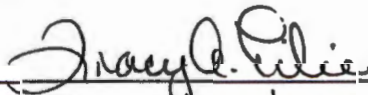
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COMMISSIONER'S COURT REGULAR MEETING

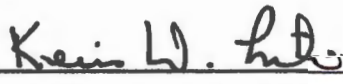
July 24, 2023

EXHIBIT "C"

Signatures for Petition to create Colorado County Emergency Services District No. 1:

Signature: 
Printed Name: DAWN D. SCHMITZ Date of Signing: 5-25-23
Date of Birth: 12-07-65 or Colorado County Voter Reg. No. 2199576603
Residence Address: 310 Houston St Columbus TX 78934
Mailing Address (if different from residence): _____

Signature: 
Printed Name: Tracy A. Lilie Date of Signing: 5-26-23
Date of Birth: 2-16-60 or Colorado County Voter Reg. No. 1000839172
Residence Address: 212 Oak Cluster Dr. Columbus, TX 78934
Mailing Address (if different from residence): _____

Signature: 
Printed Name: KENIN W. LILIE Date of Signing: 5-26-23
Date of Birth: 08-31-99 or Colorado County Voter Reg. No. 1000839138
Residence Address: 212 OAK CLUSTER DR COLUMBUS TX 78934
Mailing Address (if different from residence): _____

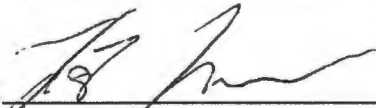
Signature: _____
Printed Name: _____ Date of Signing: _____
Date of Birth: 11 or Colorado County Voter Reg. No. _____
Residence Address: _____
Mailing Address (if different from residence): _____

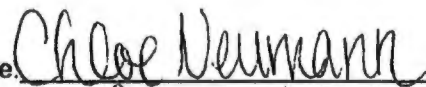
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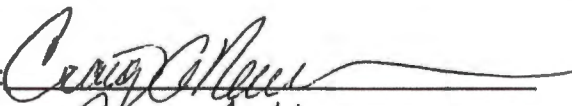
July 24, 2023


EXHIBIT "C"

Signatures for Petition to create Colorado County Emergency Services District No. 1:

Signature: 
Printed Name: Travis Neumann Date of Signing: 5-22-2023
Date of Birth: 11¹⁹⁹⁵ or Colorado County Voter Reg. No. 2133958668
Residence Address: 1016 BUCK RD New Wm, Tx
Mailing Address (if different from residence): _____

Signature: 
Printed Name: Chloe Neumann Date of Signing: 5-22-2023
Date of Birth: 9/11/1995 or Colorado County Voter Reg. No. 12037653552
Residence Address: 1016 BUCK RD New Wm Tx 78950
Mailing Address (if different from residence): _____

Signature: 
Printed Name: Corey A. Neumann Date of Signing: 5-22-2023
Date of Birth: 11 or Colorado County Voter Reg. No. 1019284838
Residence Address: 1025 Cedar Dr New Wm Tx 78950
Mailing Address (if different from residence): _____

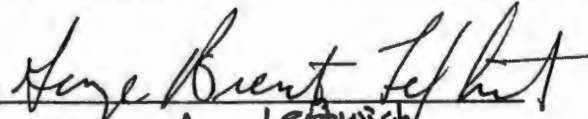
Signature: 
Printed Name: Becky Neumann Date of Signing: 5-22-2023
Date of Birth: 11 or Colorado County Voter Reg. No. 1019919306
Residence Address: 1025 Cedar Dr New Wm Tx 78950
Mailing Address (if different from residence): _____

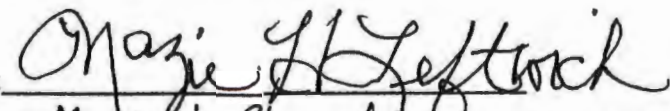
MINUTES OF THE COLORADO COUNTY
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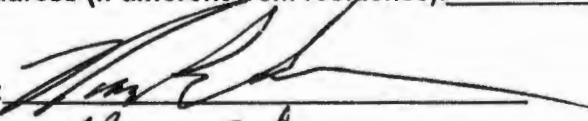
July 24, 2023

EXHIBIT "B"

Signatures for Petition to Create Colorado County Emergency Services District No. 1:

Signature: 
Printed Name: George Brent Leftwich Date of Signing: 5/22/23
Date of Birth: 07/08/53 or Colorado County Voter Reg. No. 1099136234
Residence Address: 7-3-53 1088 Kleiwege Rd New Ulm, Tx 78950
Mailing Address (if different from residence): _____

Signature: 
Printed Name: Mazie Leftwich Date of Signing: 5/22/23
Date of Birth: 1/5/49 or Colorado County Voter Reg. No. 1099126649
Residence Address: 1088 Kleiwege Rd New Ulm, Tx 78950
Mailing Address (if different from residence): _____

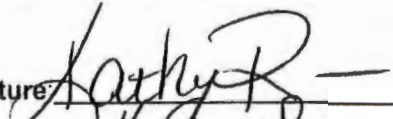
Signature: 
Printed Name: Nathan R Brewer Date of Signing: 5/23/23
Date of Birth: 12/21/1978 or Colorado County Voter Reg. No. 11018601137
Residence Address: 2393 Ehlinger Rd New Ulm Tx 78960
Mailing Address (if different from residence): _____

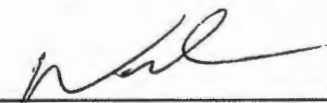
Signature: _____
Printed Name: _____ Date of Signing: _____
Date of Birth: 1/1 or Colorado County Voter Reg. No. _____
Residence Address: _____
Mailing Address (if different from residence): _____


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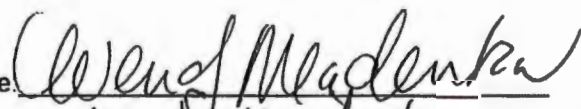
EXHIBIT "C"

Signatures for Petition to create Colorado County Emergency Services District No. 1:

Signature: 
Printed Name: Kathy Rester Date of Signing: 5/19/23
Date of Birth: 7/7/79 or Colorado County Voter Reg. No. 1008944372
Residence Address: 111 Carriage Ct Alleyton, TX 78935
Mailing Address (if different from residence): SAA

Signature: 
Printed Name: William Maulder Date of Signing: 5/19/23
Date of Birth: 4/24/90 or Colorado County Voter Reg. No. 1152932565
Residence Address: 1251 Ferrell Collee Rd Columbus, TX 78934
Mailing Address (if different from residence): _____

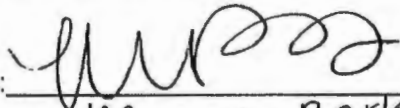
Signature: 
Printed Name: Amber Bucarra Date of Signing: 5/19/23
Date of Birth: 1/18/79 or Colorado County Voter Reg. No. 1003697017
Residence Address: 4315 Hwy 71 Columbus, TX
Mailing Address (if different from residence): _____

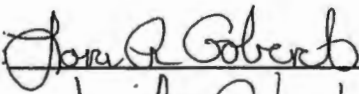
Signature: 
Printed Name: Wendy Meaden Date of Signing: 5/19/23
Date of Birth: 9/25 or Colorado County Voter Reg. No. 1013040197
Residence Address: 1055 CR 215A Weimar TX 78962
Mailing Address (if different from residence): Po Box 1072 Columbus TX 78934

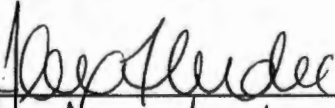
MINUTES OF THE COLORADO COUNTY
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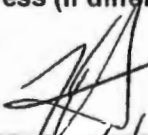
EXHIBIT "C"

Signatures for Petition to create Colorado County Emergency Services District No. 1:

Signature: 
Printed Name: Morgan Barten Date of Signing: 5/19/23
Date of Birth: 11/17/88 or Colorado County Voter Reg. No. 1142410688
Residence Address: 1022 Burford Street
Mailing Address (if different from residence): PO Box 455
Columbus TX 78934

Signature: 
Printed Name: Lori An Gobert Date of Signing: 5/19/23
Date of Birth: 9/14/67 or Colorado County Voter Reg. No. 1011974321
Residence Address: 1402 Front St
Mailing Address (if different from residence): _____

Signature: 
Printed Name: Alex Hudac Date of Signing: 5/19/23
Date of Birth: 12/17/81 or Colorado County Voter Reg. No. 1160522332
Residence Address: 211 McLoemick St.
Mailing Address (if different from residence): _____

Signature: 
Printed Name: Alex Hudac Date of Signing: 19-May-2023
Date of Birth: 6/19/85 or Colorado County Voter Reg. No. 1187368174
Residence Address: 211 McLoemick St.
Mailing Address (if different from residence): _____

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^C
EXHIBIT "A"

Signatures for Petition to Create Colorado County Emergency Services District No. 1:

Signature: Riana Jamison
Printed Name: Riana Jamison Date of Signing: 22 May 2023
Date of Birth: 3/6/55 or Colorado County Voter Reg. No. 1000797068
Residence Address: 2372 Ehlinger, New Wm TX 78450
Mailing Address (if different from residence): _____

Signature: _____
Printed Name: _____ Date of Signing: _____
Date of Birth: / / or Colorado County Voter Reg. No. _____
Residence Address: _____
Mailing Address (if different from residence): _____

Signature: _____
Printed Name: _____ Date of Signing: _____
Date of Birth: / / or Colorado County Voter Reg. No. _____
Residence Address: _____
Mailing Address (if different from residence): _____

Signature: _____
Printed Name: _____ Date of Signing: _____
Date of Birth: / / or Colorado County Voter Reg. No. _____
Residence Address: _____
Mailing Address (if different from residence): _____

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EXHIBIT "B"

Signatures for Petition to Create Colorado County Emergency Services District No. 1:

Signature: [Signature]
Printed Name: VICTOR BAUER Date of Signing: 5/17/23
Date of Birth: 2/27/38 or Colorado County Voter Reg. No. 1012171764
Residence Address: 232 TAIT ST COLUMBUS TX 78934
Mailing Address (if different from residence): _____

Signature: Linda Ballard
Printed Name: LINDA BALLARD Date of Signing: 5/17/23
Date of Birth: 7/17/42 or Colorado County Voter Reg. No. 1146239976
Residence Address: 232 TAIT ST COLUMBUS TX 78934
Mailing Address (if different from residence): _____

Signature: Barbara W Lott
Printed Name: Barbara W Lott Date of Signing: 5/17/23
Date of Birth: 9/16/68 or Colorado County Voter Reg. No. 1020643929
Residence Address: 2292 Ehlinger Rd New Ulm TX 78950
Mailing Address (if different from residence): _____

Signature: [Signature]
Printed Name: Joyce Richter Date of Signing: 5/22/23
Date of Birth: 12/09/55 or Colorado County Voter Reg. No. 1006538860
Residence Address: 2343 Ehlinger Rd New Ulm, TX 78950
Mailing Address (if different from residence): _____

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EXHIBIT "B"

Signatures for Petition to Create Colorado County Emergency Services District No. 1:

Signature: *J. K. Besch*
Printed Name: JAMES K BESCH Date of Signing: 5-17-23
Date of Birth: 05/28/1947 or Colorado County Voter Reg. No. 1000929857
Residence Address: 2298 EHLINGER RD NEW ULM TX 78950
Mailing Address (if different from residence): SAME

Signature: *Jo Carol Besch*
Printed Name: Jo Carol BESCH Date of Signing: 5-17-23
Date of Birth: 6/19/50 or Colorado County Voter Reg. No. 1000833911
Residence Address: 2298 EHLINGER RD NEW ULM TX 78950
Mailing Address (if different from residence): SAME

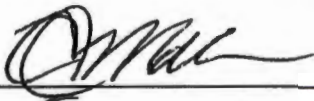
Signature: *Ernest Richter*
Printed Name: Ernest Richter Date of Signing: 5-22-23
Date of Birth: 6/11/43 or Colorado County Voter Reg. No. 1005348231
Residence Address: 2333 EHLINGER RD NEW ULM TX
Mailing Address (if different from residence): _____


Signature: *Eudene Richter*
Printed Name: Eudene Richter Date of Signing: 5-22-23
Date of Birth: 11/11/46 or Colorado County Voter Reg. No. 1009432288
Residence Address: 2333 EHLINGER RD NEW ULM TX
Mailing Address (if different from residence): _____

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EXHIBIT "B"

Signatures for Petition to Create Colorado County Emergency Services District No. 1:

Signature: 
Printed Name: TYLER MOELLER Date of Signing: 05/17/2023
Date of Birth: 08/04/1993 or Colorado County Voter Reg. No. ~~58704199~~ 1184506809
Residence Address: 1434 WARSCHAU SCHWETTE RD NEW ULM, TX 78950
Mailing Address (if different from residence): _____

Signature: 
Printed Name: KAYLENE MOELLER Date of Signing: 05/17/2023
Date of Birth: 10/06/1993 or Colorado County Voter Reg. No. 2179702741
Residence Address: 1434 WARSCHAU SCHWETTE RD NEW ULM, TX 78950
Mailing Address (if different from residence): _____

Signature: _____
Printed Name: _____ Date of Signing: _____
Date of Birth: / / or Colorado County Voter Reg. No. _____
Residence Address: _____
Mailing Address (if different from residence): _____

Signature: _____
Printed Name: _____ Date of Signing: _____
Date of Birth: / / or Colorado County Voter Reg. No. _____
Residence Address: _____
Mailing Address (if different from residence): _____

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EXHIBIT "C"

Signatures for Petition to create Colorado County Emergency Services District No. 1:

Signature: Donald Noska

Printed Name: DONALD NOSKA Date of Signing: MAY 17, 2023

Date of Birth: // or Colorado County Voter Reg. No. 1000797973

Residence Address: 1927 FM 109, COLUMBUS, TEX. 78934

Mailing Address (if different from residence): _____

Signature: _____

Printed Name: _____ Date of Signing: _____

Date of Birth: // or Colorado County Voter Reg. No. _____

Residence Address: _____

Mailing Address (if different from residence): _____

Signature: _____

Printed Name: _____ Date of Signing: _____

Date of Birth: // or Colorado County Voter Reg. No. _____

Residence Address: _____

Mailing Address (if different from residence): _____

Signature: _____

Printed Name: _____ Date of Signing: _____

Date of Birth: // or Colorado County Voter Reg. No. _____

Residence Address: _____

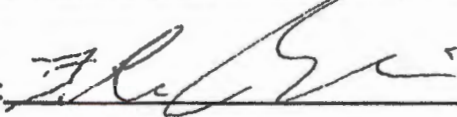
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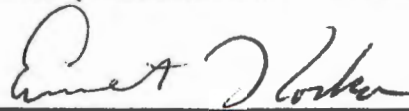
MINUTES OF THE COLORADO COUNTY
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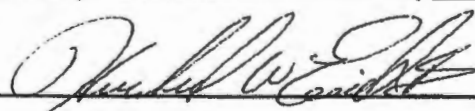
July 24, 2023

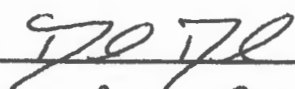
^C
EXHIBIT "R"

Signatures for Petition to Create Colorado County Emergency Services District No. 1:

Signature: 
Printed Name: Frank Lewis Date of Signing: 5-16-23
Date of Birth: 01/21/68 or Colorado County Voter Reg. No. 1152321820
Residence Address: 1155 Abel Rd New Ulm Tx 78950
Mailing Address (if different from residence): _____

Signature: 
Printed Name: ERNEST NOSKA Date of Signing: 05/16/23
Date of Birth: 08/07/1947 or Colorado County Voter Reg. No. 1000797788
Residence Address: 1891 FM 109 Columbus TX 78934
Mailing Address (if different from residence): _____

Signature: 
Printed Name: HAROLD EMICK Date of Signing: 05/16/23
Date of Birth: 11/19/1961 or Colorado County Voter Reg. No. 1017578882
Residence Address: 1650 MCCURDY LN NEW ULM TX 78950
Mailing Address (if different from residence): _____

Signature: 
Printed Name: David Dvorak Date of Signing: 5/16/23
Date of Birth: 05/01/1987 or Colorado County Voter Reg. No. 1024201924
Residence Address: 1624 FM 1291, Fayetteville, Tx 78940
Mailing Address (if different from residence): _____

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EXHIBIT "C"

Signatures for Petition to create Colorado County Emergency Services District No. 1:

Signature: Brent Gorman Sr.

Printed Name: Brent Gorman Sr. Date of Signing: 5/14/23

Date of Birth: 4/3/65 or Colorado County Voter Reg. No. 1000798086

Residence Address: 1115 Bluebird Ln. Columbus, TX 78924

Mailing Address (if different from residence): _____

Signature: Patricia Gorman

Printed Name: PATRICIA GORMAN Date of Signing: 5-14-23

Date of Birth: 2/13/65 or Colorado County Voter Reg. No. 1000797551

Residence Address: 1115 Bluebird Lane Columbus TX. 78934

Mailing Address (if different from residence): _____

Signature: Doris Gorman

Printed Name: DORIS GORMAN Date of Signing: 5-14-2023

Date of Birth: 11-2-1933 or Colorado County Voter Reg. No. 1000797956

Residence Address: 1064 BLUE BIRD LN.

Mailing Address (if different from residence): _____

Signature: Justin C. Winstead

Printed Name: JUSTIN C. Winstead Date of Signing: 5/16/23

Date of Birth: 2/1/59 or Colorado County Voter Reg. No. 1000798637

Residence Address: 1377 SAN FELIPE Rd. Fayetteville, Tx 78840

Mailing Address (if different from residence): same

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EXHIBIT "B"

Signatures for Petition to Create Colorado County Emergency Services District No. 1:

Signature: Timothy W. Riccio
Printed Name: Timothy W. Riccio Date of Signing: 5/14/2023
Date of Birth: 01/18/1983 or Colorado County Voter Reg. No. 1018759587
Residence Address: 1202 Abel Rd. New Ulm, TX 78950
Mailing Address (if different from residence): _____

Signature: Jessica Riccio
Printed Name: Jessica Riccio Date of Signing: 5/14/2023
Date of Birth: 7/30/1989 or Colorado County Voter Reg. No. ~~116~~ 1167405253
Residence Address: 1202 Abel Rd New Ulm, TX 78950
Mailing Address (if different from residence): _____

Signature: _____
Printed Name: _____ Date of Signing: _____
Date of Birth: / / or Colorado County Voter Reg. No. _____
Residence Address: _____
Mailing Address (if different from residence): _____

Signature: _____
Printed Name: _____ Date of Signing: _____
Date of Birth: / / or Colorado County Voter Reg. No. _____
Residence Address: _____
Mailing Address (if different from residence): _____

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EXHIBIT ^C"B"

Signatures for Petition to Create Colorado County Emergency Services District No. 1:

Signature: Cindy Ricicar (Cynthia)
Printed Name: Cindy Ricicar ^(Cynthia) Date of Signing: 5/15/2023
Date of Birth: 2/21/1959 or Colorado County Voter Reg. No. 1000799169
Residence Address: 1169 Dr. Neal Rd New Ulm, TX 78950
Mailing Address (if different from residence): _____

Signature: Dennis Ricicar
Printed Name: DENNIS RICICAR Date of Signing: 5/15/2023
Date of Birth: 12/19/57 or Colorado County Voter Reg. No. 1000798190
Residence Address: 1169 DR NEAL RD. NEW ULM, TX 78950
Mailing Address (if different from residence): _____

Signature: _____
Printed Name: _____ Date of Signing: _____
Date of Birth: / / or Colorado County Voter Reg. No. _____
Residence Address: _____
Mailing Address (if different from residence): _____


Signature: _____
Printed Name: _____ Date of Signing: _____
Date of Birth: / / or Colorado County Voter Reg. No. _____
Residence Address: _____
Mailing Address (if different from residence): _____

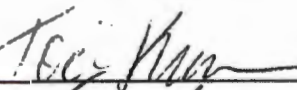
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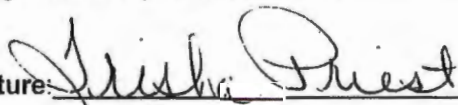
July 24, 2023

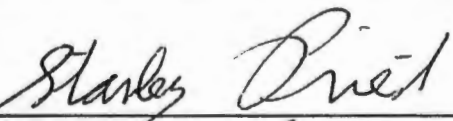
EXHIBIT "C"

Signatures for Petition to create Colorado County Emergency Services District No. 1:

Signature: 
Printed Name: Kevin Kramr Date of Signing: 5-15-23
Date of Birth: 02/11/82 or Colorado County Voter Reg. No. 1098553363
Residence Address: 1105 Struss Lane Columbus TX
Mailing Address (if different from residence): _____

Signature: 
Printed Name: Tori Kramr Date of Signing: 5-30-23
Date of Birth: 8/20/87 or Colorado County Voter Reg. No. 1179072808
Residence Address: 1105 Struss Lane Columbus
Mailing Address (if different from residence): _____

Signature: 
Printed Name: Trisha Priest Date of Signing: 5-30-23
Date of Birth: 1/21/56 or Colorado County Voter Reg. No. 1000831967
Residence Address: 1124 Struss Ln. Columbus TX
Mailing Address (if different from residence): _____

Signature: 
Printed Name: Stanley Priest Date of Signing: 5-30-23
Date of Birth: 1/11/60 or Colorado County Voter Reg. No. 1000831951
Residence Address: 1124 Struss Columbus 78534
Mailing Address (if different from residence): _____

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EXHIBIT "C"

Signatures for Petition to create Colorado County Emergency Services District No. 1:

Signature: Natalie Wright
Printed Name: Natalie Wright Date of Signing: 5-30-23
Date of Birth: 11-23-83 or Colorado County Voter Reg. No. 1013999201
Residence Address: 1036 Pasovcc Ln. Columbus, Tx 78934
Mailing Address (if different from residence): PO Box 983 Columbus TX 78934

Signature: Patti Heintschel
Printed Name: Patti Heintschel Date of Signing: 5-30-23
Date of Birth: 6-9-16 or Colorado County Voter Reg. No. 1000800785
Residence Address: 1396 Shaws Bend Rd Columbus TX 78934
Mailing Address (if different from residence): PO Box 444 Columbus, TX 78934


Signature: Gerald Heintschel
Printed Name: GERALD HEINTSCHEL Date of Signing: 5-30-23
Date of Birth: 11 or Colorado County Voter Reg. No. 1000801180
Residence Address: 1396 Shaws Bend R. Columbus TX 78934
Mailing Address (if different from residence): PO Box 444 Col. Tx 78934

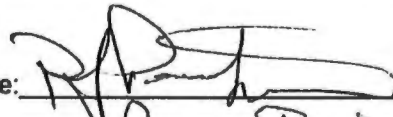
Signature: JW Wright
Printed Name: JW WRIGHT Date of Signing: 5-30-23
Date of Birth: 8-11-81 or Colorado County Voter Reg. No. 1010847512
Residence Address: 1036 Pasovcc Ln. Columbus Tx 78934
Mailing Address (if different from residence): P.O. Box 983 Columbus Tx 78934

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
July 24, 2023**

EXHIBIT "C"

Signatures for Petition to create Colorado County Emergency Services District No. 1:

Signature: 
Printed Name: GREG SCHNEIDER Date of Signing: 5/26/23
Date of Birth: 12/7/60 or Colorado County Voter Reg. No. 1191562247
Residence Address: 219 OAK CLUSTER COLUMBUS, TX
Mailing Address (if different from residence): SAME

Signature: 
Printed Name: ROBERT POENITZSCH Date of Signing: 5/26/23
Date of Birth: 1/15/49 or Colorado County Voter Reg. No. 1000801053
Residence Address: 1087 POENITZSCH LN COLUMBUS
Mailing Address (if different from residence): _____

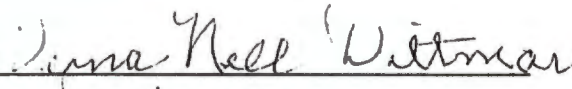
Signature: _____
Printed Name: _____ Date of Signing: _____
Date of Birth: 11 or Colorado County Voter Reg. No. _____
Residence Address: _____
Mailing Address (if different from residence): _____

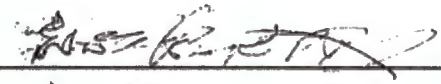
Signature: _____
Printed Name: _____ Date of Signing: _____
Date of Birth: 11 or Colorado County Voter Reg. No. _____
Residence Address: _____
Mailing Address (if different from residence): _____

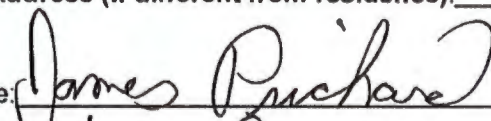
**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
July 24, 2023**

EXHIBIT "C"

Signatures for Petition to create Colorado County Emergency Services District No. 1:

Signature: 
Printed Name: Verna Nell Dittmar Date of Signing: 5-15-23
Date of Birth: 1/14/36 or Colorado County Voter Reg. No. 1000776858
Residence Address: 102 River Bend Dr. Columbus, Tx 78934
Mailing Address (if different from residence): _____

Signature: 
Printed Name: Leon Dittmar, Jr. Date of Signing: 5-15-23
Date of Birth: 8/6/30 or Colorado County Voter Reg. No. 1000776843
Residence Address: 102 River Bend, Columbus, Tx 78934
Mailing Address (if different from residence): _____

Signature: 
Printed Name: JAMES PRICHARD Date of Signing: 5/25/23
Date of Birth: 9/5/63 or Colorado County Voter Reg. No. 1001696085
Residence Address: 1176 G. MILLER
Mailing Address (if different from residence): PO Box 265
COLUMBUS, TX 78934

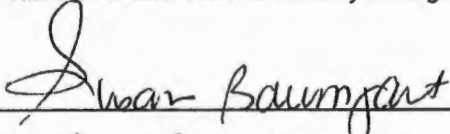
Signature: _____
Printed Name: _____ Date of Signing: _____
Date of Birth: 11 or Colorado County Voter Reg. No. _____
Residence Address: _____
Mailing Address (if different from residence): _____

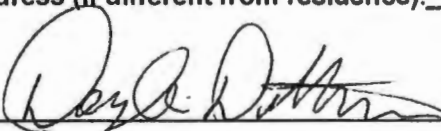
MINUTES OF THE COLORADO COUNTY
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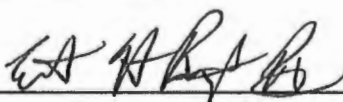
July 24, 2023

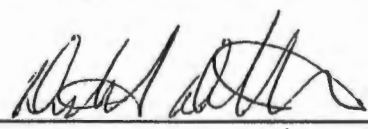
EXHIBIT "C"

Signatures for Petition to create Colorado County Emergency Services District No. 1:

Signature: 
Printed Name: Susan BAUMGART Date of Signing: 5-7-2023
Date of Birth: 4/19/57 or Colorado County Voter Reg. No. 1000782106
Residence Address: 4335 Hwy 71 S, Columbus, Tx
Mailing Address (if different from residence): P.O. Box 904 Columbus, Tx

Signature: 
Printed Name: Doyle F. Dittmar Date of Signing: 5-7-23
Date of Birth: 12/19/58 or Colorado County Voter Reg. No. 1000834549
Residence Address: 4335 Hwy 71 S, Columbus, Tx. 78934
Mailing Address (if different from residence): P.O. Box 904 Columbus, Tx. 78934

Signature: 
Printed Name: Ernest BAUMGART Date of Signing: 5/10/23
Date of Birth: 9/3/60 or Colorado County Voter Reg. No. 1001850858
Residence Address: 212 Jones Columbus, Tx. 78934
Mailing Address (if different from residence): _____

Signature: 
Printed Name: Dwight Dittmar Date of Signing: 5/14/23
Date of Birth: 8/19/61 or Colorado County Voter Reg. No. 1020186389
Residence Address: 226 Jones St. Columbus, Tx 78934
Mailing Address (if different from residence): P.O. Box 1150

MINUTES OF THE COLORADO COUNTY
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EXHIBIT "C"

Signatures for Petition to create Colorado County Emergency Services District No. 1:

Signature: William P. Durbin
Printed Name: William P. DURBIN Date of Signing: 5.12.2023
Date of Birth: 5/11/51 or Colorado County Voter Reg. No. 1106942999
Residence Address: 1712 Charter Street, Columbus, TX
Mailing Address (if different from residence): _____

Signature: Roger C Wade
Printed Name: Roger C Wade Date of Signing: 5-17-23
Date of Birth: 1/14 or Colorado County Voter Reg. No. 1130980736
Residence Address: 903 Old Alleyton Rd., Alleyton 78935
Mailing Address (if different from residence): _____

Signature: Ann Dunder
Printed Name: Ann Dunder Date of Signing: 5/17/2023
Date of Birth: 11/14 or Colorado County Voter Reg. No. 1107372467
Residence Address: 1st Jackson St., Columbus TX 78934
Mailing Address (if different from residence): _____

Signature: B. Peterman
Printed Name: B. PETERMAN Date of Signing: 5/17/23
Date of Birth: 1/14 or Colorado County Voter Reg. No. 1022521777
Residence Address: 302 Bostman Col. TX
Mailing Address (if different from residence): _____

MINUTES OF THE COLORADO COUNTY
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EXHIBIT "C"

Signatures for Petition to create Colorado County Emergency Services District No. 1:

Signature: Steve McCullough
Printed Name: Steve McCullough Date of Signing: 5/18/23
Date of Birth: 9/1/1957 or Colorado County Voter Reg. No. 1187854719
Residence Address: 702 Front St. Columbus
Mailing Address (if different from residence): _____

Signature: Grace McCullough
Printed Name: Grace McCullough Date of Signing: 5/18/23
Date of Birth: 2/11/1954 or Colorado County Voter Reg. No. 1186438264
Residence Address: 702 Front St. Columbus, TX 78934
Mailing Address (if different from residence): _____

Signature: Colette Durbin
Printed Name: Colette Durbin Date of Signing: 5/18/23
Date of Birth: 11¹⁰ 8 1951 or Colorado County Voter Reg. No. 1107016033
Residence Address: 1712 Charter St, Columbus, TX 78934
Mailing Address (if different from residence): _____

Signature: Gregory M. Moore
Printed Name: Gregory M. Moore Date of Signing: 5/23/23
Date of Birth: 12/27/57 or Colorado County Voter Reg. No. 1099031522
Residence Address: 804 Milan St, Columbus TX 78934
Mailing Address (if different from residence): _____

MINUTES OF THE COLORADO COUNTY
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EXHIBIT "C"

Signatures for Petition to create Colorado County Emergency Services District No. 1:

Signature: Sharon J. Moore
Printed Name: SHARON B MOORE Date of Signing: 5/18/23
Date of Birth: 1/29/51 or Colorado County Voter Reg. No. 1099903965
Residence Address: 1635 TRAVIS ST
Mailing Address (if different from residence): SAME

Signature: Coleen Zimmerman
Printed Name: Coleen Zimmerman Date of Signing: 5/25/23
Date of Birth: 1/29/60 or Colorado County Voter Reg. No. 1000773999
Residence Address: 808 Front St
Mailing Address (if different from residence): same

Signature: _____
Printed Name: _____ Date of Signing: _____
Date of Birth: 11 or Colorado County Voter Reg. No. _____
Residence Address: _____
Mailing Address (if different from residence): _____

Signature: _____
Printed Name: _____ Date of Signing: _____
Date of Birth: 11 or Colorado County Voter Reg. No. _____
Residence Address: _____
Mailing Address (if different from residence): _____

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

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EXHIBIT "C"

Signatures for Petition to create Colorado County Emergency Services District No. 1:

Signature: Kathleen Wick
Printed Name: Kathleen Wick Date of Signing: 5-25-23
Date of Birth: 9/14/63 or Colorado County Voter Reg. No. 1000812076
Residence Address: 1048 Wolf Creek Ln. Weimar Tx 78962
Mailing Address (if different from residence): PO Box 955 - Columbus 78934

Signature: Erin Shupak
Printed Name: Erin Shupak Date of Signing: 5-25-23
Date of Birth: 1/18/88 or Colorado County Voter Reg. No. 1041728028
Residence Address: 1049 Wolf Creek Ln. Weimar Tx 78962
Mailing Address (if different from residence): PO Box 1024 - Columbus 78934

Signature: [Signature]
Printed Name: Blake Shifflett Date of Signing: 05/25/2023
Date of Birth: 12/21/81 or Colorado County Voter Reg. No. 1011886705
Residence Address: 1280 Bus 5471 Columbus TX 78934
Mailing Address (if different from residence): _____

Signature: [Signature]
Printed Name: Carrie Miller Date of Signing: 5/25/23
Date of Birth: 5/11/82 or Colorado County Voter Reg. No. 1064665142
Residence Address: 1006 Providence Landing
Mailing Address (if different from residence): _____

MINUTES OF THE COLORADO COUNTY
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EXHIBIT "C"

Signatures for Petition to create Colorado County Emergency Services District No. 1:

Signature: 

Printed Name: KEITH McREE Date of Signing: 5/25/23

Date of Birth: 6/17/78 or Colorado County Voter Reg. No. 1069645939

Residence Address: 1006 PROUDENCE LAUDON DR. COLUMBUS, TX 78934

Mailing Address (if different from residence): P.O. Box 688
COLUMBUS, TX 78934

Signature: Debbie Dudensing

Printed Name: Debbie Dudensing Date of Signing: 5/25/23

Date of Birth: 12/31/60 or Colorado County Voter Reg. No. _____

Residence Address: 1491 Fm 1291 Fayetteville, Tx 78940

Mailing Address (if different from residence): _____

Signature: Doreen F Alexander

Printed Name: Doreen F. Alexander Date of Signing: 5-25-23

Date of Birth: 9/14/47 or Colorado County Voter Reg. No. 1000834389

Residence Address: 1055 Five Oak Ln Weimar, Tx. 78962

Mailing Address (if different from residence): 1010 Melam St

Signature: John D. Alexander

Printed Name: John D. Alexander Date of Signing: 5-25-23

Date of Birth: 5/28/44 or Colorado County Voter Reg. No. 1000929842

Residence Address: 1055 Five Oak Ln Weimar, TX 78962

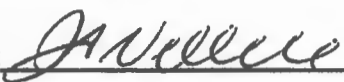
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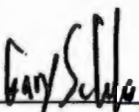
MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

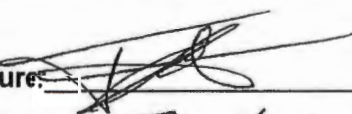
July 24, 2023

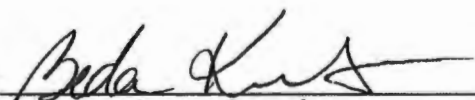
EXHIBIT "C"

Signatures for Petition to create Colorado County Emergency Services District No. 1:

Signature: 
Printed Name: Joe Villarejo Date of Signing: 5-22-2023
Date of Birth: 1-11-88 or Colorado County Voter Reg. No. 1115668547
Residence Address: 2366 FM 949 CAT SPRING, TX 78933
Mailing Address (if different from residence): _____

Signature: 
Printed Name: Gary Schulte Date of Signing: 5/22/23
Date of Birth: 6/5/88 or Colorado County Voter Reg. No. 2125616212
Residence Address: 1186 Double Creek Rd, Cat Spring, TX 78933
Mailing Address (if different from residence): _____

Signature: 
Printed Name: Travis Kent Date of Signing: 5/26/2023
Date of Birth: 07/20/1976 or Colorado County Voter Reg. No. 1106867163
Residence Address: 1111 Winslow Dr., Atleyton TX 78935
Mailing Address (if different from residence): _____

Signature: 
Printed Name: Beda G Kent Date of Signing: 5/26/2023
Date of Birth: 5-28-72 or Colorado County Voter Reg. No. 1114083454
Residence Address: 1111 Winslow Dr, Atleyton TX 78935
Mailing Address (if different from residence): _____

MINUTES OF THE COLORADO COUNTY
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July 24, 2023

EXHIBIT "C"

Signatures for Petition to create Colorado County Emergency Services District No. 1:

Signature: Jacey Nawara
Printed Name: Jacey Nawara Date of Signing: 5-20-23
Date of Birth: 5/18/89 or Colorado County Voter Reg. No. 1001560990
Residence Address: 1081 Tree Farm Rd. Cat Spring Tx 78933
Mailing Address (if different from residence): _____

Signature: Adriana Nawara
Printed Name: Adriana Nawara Date of Signing: 5-20-23
Date of Birth: 8/16/1989 or Colorado County Voter Reg. No. 2158430058
Residence Address: 1081 Tree Farm rd. Cat Spring, TX 78933
Mailing Address (if different from residence): _____

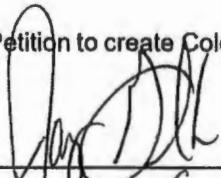
Signature: Charles Glueck
Printed Name: Charles Glueck Date of Signing: 5.20.23
Date of Birth: 7/9/43 or Colorado County Voter Reg. No. 1000790451
Residence Address: 1098 Tree Farm Rd, Cat Spring TX
Mailing Address (if different from residence): _____ 78933

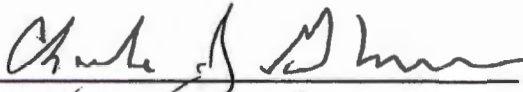
Signature: Randi K. Glueck
Printed Name: Randi K. Glueck Date of Signing: 05.20.23
Date of Birth: 08/09/83 or Colorado County Voter Reg. No. 2125092086
Residence Address: 7090 Cat Spring Rd. Cat Spring, TX 78933
Mailing Address (if different from residence): N/A

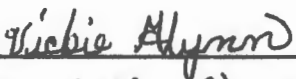
MINUTES OF THE COLORADO COUNTY
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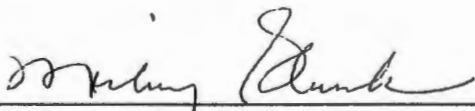
EXHIBIT "C"

Signatures for Petition to create Colorado County Emergency Services District No. 1:

Signature: 
Printed Name: Jay Glueck Date of Signing: 5/20/23
Date of Birth: 01/24/60 or Colorado County Voter Reg. No. 1194523680
Residence Address: 4040 Cat Spring Rd Cat Spring, TX 78933
Mailing Address (if different from residence): _____

Signature: 
Printed Name: CHARLES GERNS Date of Signing: 20 MAY 20 23
Date of Birth: 11 or Colorado County Voter Reg. No. ~~1000795562~~ 1000795562
Residence Address: 2668 Zimmerscheidt Rd. Alleyton, TX 78935
Mailing Address (if different from residence): _____

Signature: 
Printed Name: Vickie Glynn Date of Signing: 5/20/23
Date of Birth: 2/15/60 or Colorado County Voter Reg. No. 1027929720
Residence Address: 2668 Zimmerscheidt Rd. Alleyton, TX 78935
Mailing Address (if different from residence): _____

Signature: 
Printed Name: Mickey Glueck Date of Signing: 5-20-23
Date of Birth: 1/11/45 or Colorado County Voter Reg. No. 1000790467
Residence Address: 1098 Tree Farm Rd, Cat Spr., Tx 78933
Mailing Address (if different from residence): _____

MINUTES OF THE COLORADO COUNTY
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July 24, 2023



Colorado County Elections
Rebecka LaCourse
Elections Administrator

Colorado County Courthouse Annex
318 Spring Street, Suite 101
Columbus, Texas 78934

June 13, 2023

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

Re: Petition for Creation of Colorado County Emergency Services District No. 1 (Columbus area)

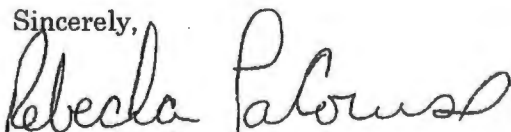
Dear Judge Prause:

I, the Colorado County Election Administrator, am in receipt of the petition for the creation of the Colorado County Emergency Services District No. 1. There are 166 signatures on the filed petition, in which, 155 meet the requirement of registered voters owning taxable real property in the proposed Colorado County ESD 1.

The voter registration identification and the property ID number has been noted on the petition as part of the documentation of eligibility pursuant to (H&S) Section 775.011.

I certify that the petition contains more than the minimum 100 signatures of registered voters and real property owners within the boundaries of Exhibit A provided to my office by the petitioners.

Sincerely,


Rebecka LaCourse



VOTETEXAS.GOV

Phone: 979-732-6860

Fax: 979-732-2952 Email: elections@co.colorado.tx.us

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
July 24, 2023**

RESOLUTION 266-23

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
COLUMBUS, TEXAS GRANTING CONSENT FOR THE
CREATION OF COLORADO COUNTY EMERGENCY SERVICES
DISTRICT NO. 1**

WHEREAS, the City of Columbus, Texas ("City") is a Type A General Law Texas municipality; and

WHEREAS, the City has received the petition attached as Exhibit "A", and a letter requesting the City consent to the creation of an emergency services district to be known as Colorado County Emergency Services District No. 1 ("Colorado County ESD 1"); and

WHEREAS, Colorado County ESD 1 would include the area within the city limits as well as the City's extraterritorial jurisdiction; and

WHEREAS, the City desires to grant its written consent to the creation of Colorado County ESD 1; and

WHEREAS, the City desires to grant its written consent for the area within the city limits and the City's extraterritorial jurisdiction to be included within Colorado County ESD 1;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLUMBUS, TEXAS AS FOLLOWS:

1. That the City gives its written consent to the creation of Colorado County ESD 1, and to all portions of the city limits and extraterritorial jurisdiction being included within the boundaries of Colorado County ESD 1, with Colorado County ESD 1 being described and depicted in Exhibit "B" attached hereto and made a part hereof for all pertinent purposes.

**MINUTES OF THE COLORADO COUNTY
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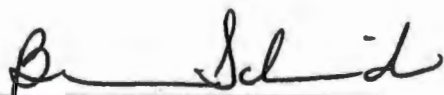
2. That the consent contained in this Resolution is valid for a period of six (6) months from the date of its adoption.

Passed and approved the 26TH day of JUNE, 2023.

COLUMBUS, TEXAS


Hon. Lori An Gobert, Mayor

Attest:


Bana Schneider, City Secretary

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
July 24, 2023**

EXHIBIT "A"

**PETITION FOR CREATION OF AN EMERGENCY SERVICES DISTRICT
(Colorado County, Texas)**

THE STATE OF TEXAS	§	IN THE COMMISSIONER'S COURT
	§	OF
COUNTY OF COLORADO	§	COLORADO COUNTY, TEXAS

TO THE HONORABLE COUNTY JUDGE OF COLORADO COUNTY TEXAS:

Come Now, your Petitioners, numbering no fewer than one hundred (100) qualified voters who own taxable real property in the proposed emergency services district, who file this Petition pursuant to Section 775.011, Texas Health & Safety Code ("H&S Code") requesting the creation of an Emergency Services District ("ESD"). Your Petitioners would respectfully show the Commissioner's Court the following:

I.

The proposed Colorado County Emergency Services District No. 1 is to be created and is to operate under Article III, Section 48-e of the Texas Constitution, and Chapter 775, H&S Code, including having the power to levy and collect taxes of ten cents (\$0.10) on each \$100 of taxable value of property taxable by the District; and the District will be so created and operated to protect life and health and as provided in said Constitution and Legislative Act, as amended.

II.

The name of the proposed ESD will be "Colorado County Emergency Services District No. 1".

III.

The boundaries of the proposed ESD are: the entirety of the municipal and corporate boundaries of the City of Columbus, Texas, as those boundaries exist on a April 15, 2023, the extraterritorial jurisdictional area of the City of Columbus, Texas, and portions of the unincorporated areas of Colorado County, Texas. The

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

July 24, 2023

boundaries of the proposed ESD are set forth in Exhibit "A", and a map of the proposed ESD is set forth in Exhibit "B", and all are attached hereto and incorporated herein for all purposes.

IV.

The proposed ESD, to be designated as Colorado County Emergency Services District No. 1, will provide the following emergency services: fire fighting services, fire prevention services, fire suppression services, emergency rescue services, search and rescue services, and first responder emergency medical services.

V.

The creation of the proposed ESD complies with Sections 775.020 and 775.0205, H&S Code.

VI.

The area of the proposed ESD does not include or overlap the boundaries of any other ESD, and none of the land included in the proposed ESD is now included within any other ESD. The boundaries of the proposed ESD will include (1) the city limits of the City of Columbus, (2) the extraterritorial jurisdiction of the City of Columbus, and (3) portions of the unincorporated areas of Colorado County.

VII.

The City of Columbus, Texas, is the only municipality from which consent must be obtained, as provided under Section 775.14, H&S Code, in order for the municipal and corporate areas of the City of Columbus, Texas, and the extraterritorial jurisdiction area of the City of Columbus, Texas to be included in the proposed ESD.

MINUTES OF THE COLORADO COUNTY
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VIII.

Petitioners would show that the creation and operation of the proposed ESD is feasible and will promote the public safety, welfare, health, and convenience of persons residing in the proposed ESD.

IX.

The Petition herein contains the agreement signed by at least two petitioners, being:

Name: Brent German
Address: 1240 Boyne Lane Columbus, Tx 78934
Signature: [Signature]

Name: Doyle F. Dittmar
Address: P.O. Box 904 Columbus Tx 78934
Signature: [Signature]

that hereby obligates them to pay not more than One Hundred Fifty Dollars (\$150.00) of the costs incident to the formation of the proposed ESD, including the costs of publishing notices, election costs, and other necessary and incidental expenses.

X.

Petitioners would show that this Petition is signed by at least 100 qualified voters who own taxable real property in the proposed Colorado County Emergency Services District No. 1. The signature and the mailing address of each petitioner are attached to this Petition as Exhibit "C".

WHEREFORE, PREMISES CONSIDERED, Petitioners request that the County Judge receive and accept this Petition; that the County Clerk issue and publish such notices as required by law; that a public hearing be held in the County on this Petition in the time and manner as provided in the H&S Code; that upon such hearing the Colorado County Commissioner's Court grant this

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

July 24, 2023

Petition; and that upon such hearing the Colorado County Commissioner's Court call an election pursuant to Section 775.018, H&S Code, on the next authorized uniform election date that allows sufficient time to comply with the Texas Election Code and other applicable requirements of law to confirm the ESD's creation and authorize the imposition of a tax as provided by Section 48-e, Article III, Texas Constitution.

Respectfully submitted this 14 day of June, 2023.

Name: Brent Gorman
Signature: [Handwritten Signature]

Name: Doyle F. Dittmar
Signature: [Handwritten Signature]

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
July 24, 2023**

EXHIBIT "B"

Colorado County ESD 1

Commencing at the point where the most northerly point in the boundary line of Colorado County, Texas, intersects with the southeast boundary line of Fayette County, Texas, and the northwest boundary line of Austin County, Texas;

Thence, southeasterly along the east boundary line of Colorado County, Texas, pass Stokes Road and pass FM 109, to a point where the east boundary line of Colorado County, Texas intersects with Interstate 10/US Highway 90;

Thence, continuing in a southeasterly direction along the east boundary line of Colorado County, Texas, 1.4 miles south of Interstate 10/US Highway 90 to a point in the east boundary line of Colorado County, Texas, having the coordinates 29.747954, -96.297450 (using the global positioning system in decimal degrees);

Thence, southwesterly departing from the east boundary line of Colorado County, Texas, along a line, pass Prairie Chicken Road, a distance of approximately 1.38 miles to a point having the coordinates 29.709213, -96.302557;

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
July 24, 2023**

Thence, continuing northwesterly along said line a distance of approximately 1.73 miles, pass Cat Springs Road, to a point having the coordinates 29.707685, -96.331840;

Thence, north along said line to its intersection with the south right-of-way of FM 2761;

Thence, southwest along the south right-of-way of FM 2761 to its intersection with the west right-of-way of FM 949;

Thence, continuing southwest along the south right-of-way of FM 2761/Lyle Road, extended to an intersection with the east bank of the Colorado River;

Thence, southerly and southwesterly along the meanders of the east and south banks of the Colorado River to a point on the south bank of the Colorado River having the coordinates 29.594166, -96.452615;

Thence, southwesterly from said point on the south bank of the Colorado River in a straight line, pass State Highway 71, to an intersection with the west right-of-way of County Road 102;

Thence, northwesterly along the west right-of-way of County Road 102 to a point having the coordinates 29.577838, -96.492721;

**MINUTES OF THE COLORADO COUNTY
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July 24, 2023

Thence, westerly from said point to a point having the coordinates 29.604687, -96.643632;

Thence, northerly from said point to a point having the coordinates 29.668234, -96.649097, and being the southernmost point of Hattermann Lane;

Thence, northwesterly along the west right-of-way of Hattermann Lane, pass Interstate 10/US Highway 90, to its intersection with the north right-of-way of County Road 217;

Thence, westerly along the south right-of-way of County Road 217 to a point having the coordinates 29.369687, -96.663933;

Thence, northerly from said point along a line to its intersection with the south bank of the Colorado River;

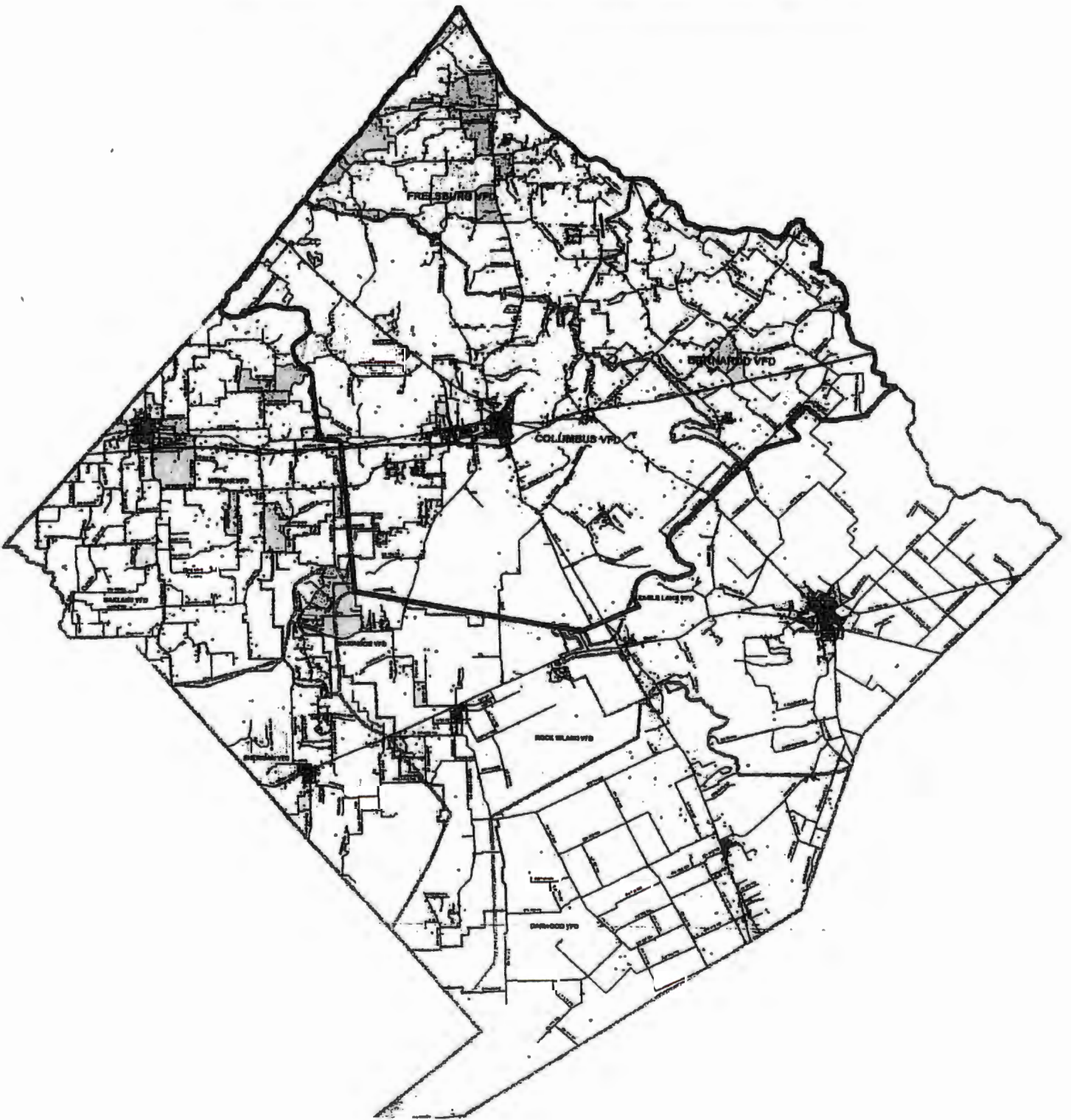
Thence, along the south bank of the Colorado River to its intersection with the west boundary line of Colorado County, Texas;

Thence, northeasterly along the west boundary line of Colorado County, Texas, to the point of commencement.

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
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EXHIBIT "B"

Map of proposed Colorado County Emergency Services District No. 1



**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
July 24, 2023**

**NOTICE OF PUBLIC HEARING
ON PETITION FOR CREATION OF
COLORADO COUNTY EMERGENCY SERVICES DISTRICT NO. 1**

FILED FOR RECORD
COLORADO COUNTY TX

2023 JUN 26 AM 10:08

KIMBERLY MENKE
COUNTY CLERK

D.H.

NOTICE IS GIVEN that the Commissioners Court of Colorado County, Texas, will conduct a hearing on Monday, July 24, 2023 at 9:00 a.m. in the Colorado County Courthouse, County Courtroom, 400 Spring Street, Columbus, Texas 78934, on a Petition for an Emergency Services District seeking to create COLORADO COUNTY EMERGENCY SERVICES DISTRICT NO. 1.

The District is to be created and to operate under Article III, Section 48-e of the Texas Constitution, as proposed by S.J.R. No. 27, Acts of the 70th Legislature, Regular Session, 1987, and adopted by the voters at an election on November 3, 1987. The designated boundaries of the proposed District are described in Exhibit "A" attached hereto and incorporated herein for all purposes.

Each person who has an interest in the creation of the COLORADO COUNTY EMERGENCY SERVICES DISTRICT NO. 1 may attend the public hearing and speak for, or against the creation of the District.

Submitted by

Kimberly Menke
Colorado County Clerk

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

July 24, 2023

EXHIBIT "A"

COLORADO COUNTY EMERGENCY SERVICES DISTRICT NO. 1

Commencing at the point where the most northerly point in the boundary line of Colorado County, Texas, intersects with the southeast boundary line of Fayette County, Texas, and the northwest boundary line of Austin County, Texas;

Thence, southeasterly along the east boundary line of Colorado County, Texas, pass Stokes Road and pass FM 109, to a point where the east boundary line of Colorado County, Texas intersects with Interstate 10/US Highway 90;

Thence, continuing in a southeasterly direction along the east boundary line of Colorado County, Texas, 1.4 miles south of Interstate 10/US Highway 90 to a point in the east boundary line of Colorado County, Texas, having the coordinates 29.747954, -96.297450 (using the global positioning system in decimal degrees);

Thence, southwesterly departing from the east boundary line of Colorado County, Texas, along a line, pass Prairie Chicken Road, a distance of approximately 1.38 miles to a point having the coordinates 29.709213, -96.302557;

Thence, continuing northwesterly along said line a distance of approximately 1.73 miles, pass Cat Springs Road, to a point having the coordinates 29.707685, -96.331840;

Thence, north along said line to its intersection with the south right-of-way of FM 2761;

Thence, southwest along the south right-of-way of FM 2761 to its intersection with the west right-of-way of FM 949;

Thence, continuing southwest along the south right-of-way of FM 2761/Lyle Road, extended to an intersection with the east bank of the Colorado River;

Thence, southerly and southwesterly among the meanders of the east and south banks of the Colorado River to a point on the south bank of the Colorado River having the coordinates 29.594166, -96.452615;

Thence, southwesterly from said point on the south bank of the Colorado River in a straight line, pass State Highway 71, to an intersection with the west right-of-way of County Road 102;

Thence, northwesterly along the west right-of-way of County Road 102 to a point having the coordinates 29.577838, -96.492721;

**MINUTES OF THE COLORADO COUNTY
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Thence, westerly from said point to a point having the coordinates 29.604687, -96.643632;

Thence, northerly from said point to a point having the coordinates 29.668234, -96.649097, and being the southernmost point of Hattermann Lane;

Thence, northwesterly along the west right-of-way of Hattermann Lane, pass Interstate 10/US Highway 90, to its intersection with the north right-of-way of County Road 217;

Thence, westerly along the south right-of-way of County Road 217 to a point having the coordinates 29.369687, -96.663933;

Thence, northerly from said point along a line to its intersection with the south bank of the Colorado River;

Thence, along the south bank of the Colorado River to its intersection with the west boundary line of Colorado County, Texas;

Thence, northeasterly along the west boundary line of Colorado County, Texas, to the point of commencement.

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
July 24, 2023**

FILED FOR RECORD
COLORADO COUNTY TX

**AVISO DE AUDIENCIA PÚBLICA
SOBRE PETICIÓN DE CREACIÓN DEL
DISTRITO DE SERVICIOS DE EMERGENCIA DEL
CONDADO DE COLORADO NÚM. 1**

2023 JUN 26 AM 10:08

KIMBERLY MENKE
COUNTY CLERK *DA*

SE NOTIFICA que el Tribunal de Comisionados del Condado de Colorado, Texas, realizará una audiencia el lunes 24 de julio de 2023 a las 9:00 a. m. en el Palacio de Justicia del Condado de Colorado, Sala del Tribunal del Condado, 400 Spring Street, Columbus, Texas 78934, sobre una Petición para un Distrito de Servicios de Emergencia que busca crear el DISTRITO DE SERVICIOS DE EMERGENCIA DEL CONDADO DE COLORADO NÚM. 1.

El Distrito se creará y operará bajo el Artículo III, Sección 48-e de la Constitución de Texas, según lo propuesto por S.J.R. Núm. 27, Actas de la Legislatura 70º, Sesión Regular, 1987, y adoptada por los votantes en una elección el 3 de noviembre de 1987. Los límites designados del Distrito propuesto se describen en el Anexo "A" adjunto al presente y se incorporan al presente para todos propósitos.

Cada persona que tenga interés en la creación del DISTRITO DE SERVICIOS DE EMERGENCIA DEL CONDADO DE COLORADO NÚM. 1 puede asistir a la audiencia pública y hablar a favor o en contra de la creación del Distrito.

Presentado por

Kimberly Menke

Secretario del condado de Colorado

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

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ANEXO "A"

**DISTRITO DE SERVICIOS DE EMERGENCIA DEL
CONDADO DE COLORADO NÚM. 1**

Comenzando en el punto donde el punto más al norte en la línea fronteriza del condado de Colorado, Texas, se cruza con la línea fronteriza sureste del condado de Fayette, Texas, y la línea fronteriza noroeste del condado de Austin, Texas;

Desde allí, hacia el sureste a lo largo de la línea limítrofe este del condado de Colorado, Texas, pasar Stokes Road y pasar FM 109, hasta un punto donde la línea limítrofe este del condado de Colorado, Texas se cruza con la carretera interestatal 10/carretera US 90;

Desde allí, continuando en dirección sureste a lo largo de la línea limítrofe este del condado de Colorado, Texas, 1.4 millas al sur de la Interestatal 10/carretera US 90 hasta un punto en la línea limítrofe este del condado de Colorado, Texas, que tiene las coordenadas 29.747954, -96.297450 (usando el sistema de posicionamiento global en grados decimales);

Desde allí, partiendo hacia el suroeste de la línea fronteriza este del condado de Colorado, Texas, a lo largo de una línea, pase Prairie Chicken Road, una distancia de aproximadamente 1.38 millas hasta un punto que tiene las coordenadas 29.709213, -96.302557;

Desde allí, continuando hacia el noroeste a lo largo de dicha línea una distancia de aproximadamente 1.73 millas, pase Cat Springs Road, hasta un punto que tiene las coordenadas 29.707685, -96.331840;

Desde allí, hacia el norte a lo largo de dicha línea hasta su intersección con el derecho de vía sur de FM 2761;

Desde allí, al suroeste a lo largo del derecho de paso sur de FM 2761 hasta su intersección con el derecho de paso oeste de FM 949;

Desde allí, continuando hacia el suroeste a lo largo del derecho de paso sur de FM 2761/Lyle Road, extendiéndose hasta una intersección con la orilla este del río Colorado;

Desde allí, al sur y suroeste entre los meandros de las orillas este y sur del río Colorado hasta un punto en la orilla sur del río Colorado que tiene las coordenadas 29.594166, -96.452615;

Desde allí, hacia el sudoeste desde dicho punto en la orilla sur del río Colorado en línea recta, pase la carretera estatal 71 hasta una intersección con el derecho de paso oeste de County Road 102;

Desde allí, hacia el noroeste a lo largo del derecho de paso oeste de County Road 102 hasta un punto con las coordenadas 29.577838, -96.492721;

Desde allí, hacia el oeste desde dicho punto hasta un punto que tiene las coordenadas 29.604687, -96.643632;

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

July 24, 2023

Desde allí, hacia el norte desde dicho punto hasta un punto que tiene las coordenadas 29.668234, -96.649097, y siendo el punto más al sur de Hattermann Lane;

Desde allí, hacia el noroeste a lo largo del derecho de paso oeste de Hattermann Lane, pase la carretera interestatal 10/ carretera US 90, hasta su intersección con el derecho de paso norte de County Road 217;

Desde allí, hacia el oeste a lo largo del derecho de paso sur de County Road 217 hasta un punto con las coordenadas 29.369687, -96.663933;

De allí, al norte de dicho punto a lo largo de una línea hasta su intersección con la orilla sur del Río Colorado;

Desde allí, a lo largo de la orilla sur del río Colorado hasta su intersección con la línea fronteriza oeste del condado de Colorado, Texas;

Desde allí, a lo largo de la orilla sur del río Colorado hasta su intersección con la línea fronteriza oeste del condado de Colorado, Texas;

Desde allí, hacia el noreste a lo largo de la línea fronteriza oeste del condado de Colorado, Texas, hasta el punto de inicio.

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

July 24, 2023

PUBLISHER'S AFFIDAVIT

State of Texas

County of Colorado

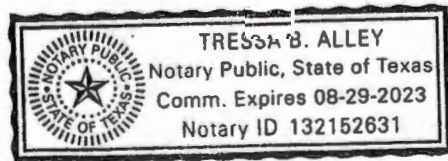
Before me, the undersigned authority, on this day personally appeared Trenton Whiting who being duly sworn, deposes and says that she is the newspaper representative of the Colorado County Citizen, that said newspaper is regularly published in Colorado County, Texas, and generally circulated in Columbus,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

DAY(S): June 28 & July 5, 2023

Trenton Whiting
Publisher or Designee Signature

Sworn and subscribed before me on this the 17 day of July, 2023.

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
July 24, 2023**

RETURN

Came to hand on this 26th day of June 2023 at 10:00 o'clock A.m., and executed on the 26th day of June 2023, by posting a copy of the within Notice of Public Hearing on Petition for Creation of Colorado County Emergency Services District No. 1 (English and Spanish) at the County Courthouse door of Colorado County, Texas or at the place in or near said Courthouse where public notices customarily are posted, from June 26, 2023 through July 24, 2023.

R. H. "Curly" Wied, Colorado County Sheriff

By: Carol Richter, Deputy

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
July 24, 2023**

RETURN

Came to hand on the 26 day of June, 2023, at 10:00 o'clock A.m., and I executed the within Notice of Public Hearing on Petition for Creation of Colorado County Emergency Services District No. 1 (English and Spanish), by having the same published on June 28, 2023 and July 5, 2023 in the Colorado County Citizen, a newspaper published in Colorado County, Texas.

I further certify that said Notice was published once a week for two consecutive weeks and the first publication was not later than the 21st day before the date on which the hearing will be held.

R. H. "Curly" Wied, Colorado County Sheriff

By: Carol Richter, Deputy

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
July 24, 2023**

RETURN

Came to hand on the 26 day of June, 2023, at 10:00 o'clock A.m., and I executed the within Notice of Public Hearing on Petition for Creation of Colorado County Emergency Services District No. 1 (English and Spanish), by having the same published on June 29, 2023 and July 6, 2023 in The Banner Press, a newspaper published in Colorado County, Texas.

I further certify that said Notice was published once a week for two consecutive weeks and the first publication was not later than the 21st day before the date on which the hearing will be held.

R. H. "Curly" Wied, Colorado County Sheriff

By: Carol Richter, Deputy

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
July 24, 2023**

Tex. Health & Safety Code § 775.016

This document is current through the 2023 Regular Session of the 88th legislature bills: hb 1, hb49, hb109, hb242, hb290, hb446, hb450, hb467, hb474, hb492, hb567, hb586, hb598, hb609, hb624, hb692, hb785, hb793, hb796, hb842, hb914, hb998, hb1038, hb1088, hb1161, hb1207, hb1255, hb1315, hb1333, hb1535, hb1550, hb1565, hb1602, hb1740, hb1748, hb1755, hb1760, hb1761, hb1772, hb1809, hb1845, hb1890, hb1910, hb1949, hb2015, hb2073, hb2109, hb2183, hb2308, hb2371, hb2460, hb2464, hb2575, hb2664, hb2691, hb2755, hb2759, hb3060, hb3065, hb3106, hb3108, hb3290, hb3345, hb3437, hb3507, hb3665, hb3731, hb4015, hb4422, hb4964, hb5325; sb49, sb58, sb59, sb60, sb63, sb65, sb68, sb159, sb188, sb240, sb271, sb281, sb294, sb347, sb349, sb371, sb380, sb412, sb415, sb423, sb435, sb464, sb483, sb490, sb497, sb502, sb505, sb507, sb508, sb510, sb569, sb578, sb580, sb593, sb602, sb617, sb622, sb656, sb664, sb699, sb702, sb761, sb729, sb760, sb768, sb784, sb806, sb811, sb818, sb820, sb825, sb838, sb840, sb850, sb855, sb861, sb869, sb870, sb876, sb887, sb888, sb926, sb922, sb929, sb938, sb943, sb957, sb989, sb1002, sb1003, sb1004, sb1008, sb1016, sb1017, sb1032, sb1021, sb1023, sb1047, sb1052, sb1054, sb1055, sb1088, sb1093, sb1097, sb1112, sb1115, sb1124, sb1145, sb1155, sb1158, sb1170, sb1180, sb1187, sb1191, sb1207, sb1210, sb1213, sb1222, sb1226, sb1237, sb1243, sb1249, sb1259, sb1260, sb1286, sb1300, sb1305, sb1319, sb1322, sb1325, sb1332, sb1333, sb1343, sb1371, sb1372, sb1373, sb1375, sb1381, sb1401, sb1403, sb1413, sb1425, sb1429, sb1469, sb1484, sb1495, sb1506, sb1509, sb1514, sb1523, sb1524, sb1527, sb1563, sb1577, sb1588, sb1592, sb1598, sb1602, sb1603, sb1612, sb1639, sb1645, sb1646, sb1648, sb1716, sb1730, sb1732, sb1741, sb1766, sb1768, sb1778, sb1780, sb1801, sb1809, sb1831, sb1837, sb1839, sb1841, sb1850, sb1852, sb1859, sb1866, sb1869, sb1887, sb1914, sb1965, sb1985, sb1991, sb2038, sb2057, sb2069, sb2085, sb2101, sb2123, sb2124, sb2144, sb2158, sb2171, sb2173, sb2193, sb2196, sb2214, sb2221, sb2232, sb2233, sb2258, sb2261, sb2284, sb2566, sb2358, sb2571, sb2576, sb2577, sb2579, sb2580, sb2583, sb2599, sb2600, sb2603; and the 2023 ballot proposition contingencies to date.

Additional 2023 bills may be current, but not reflected in this currency statement.

Texas Statutes & Codes Annotated by LexisNexis® > Health and Safety Code > Title 9 Safety (Subts. A — D) > Subtitle B Emergencies (Chs. 771 — 790) > Chapter 775 Emergency Services Districts (Subchs. A — K) > Subchapter B Creation of District (§§ 775.011 — 775.026)

Notice

 This section has more than one version with varying effective dates.

Sec. 775.016. Hearing. [Effective until March 1, 2024]

- (a) At the time and place set for the hearing or at a later date then set, the commissioners court shall consider the petition and each issue relating to creation of the district.
- (b) Any interested person may appear before the commissioners court in person or by attorney to support or oppose the creation of the district and may offer pertinent testimony.
- (c) The commissioners court has exclusive jurisdiction to determine each issue relating to the creation of the district, including any matters negotiated with a consenting municipality under Section 775.014(h), and may issue incidental orders it considers proper in relation to the issues before the commissioners court. The commissioners court may adjourn the hearing as necessary.

History

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

July 24, 2023

Tex. Health & Safety Code § 775.017

This document is current through the 2023 Regular Session of the 88th legislature bills: hb 1, hb49, hb109, hb242, hb290, hb446, hb450, hb467, hb474, hb492, hb567, hb586, hb598, hb609, hb624, hb692, hb785, hb793, hb796, hb842, hb914, hb998, hb1038, hb1088, hb1161, hb1207, hb1255, hb1315, hb1333, hb1535, hb1550, hb1565, hb1602, hb1740, hb1748, hb1755, hb1760, hb1761, hb1772, hb1809, hb1845, hb1890, hb1910, hb1949, hb2015, hb2073, hb2109, hb2183, hb2308, hb2371, hb2460, hb2464, hb2575, hb2664, hb2691, hb2755, hb2759, hb3060, hb3065, hb3106, hb3108, hb3290, hb3345, hb3437, hb3507, hb3665, hb3731, hb4015, hb4422, hb4964, hb5325; sb49, sb58, sb59, sb60, sb63, sb65, sb68, sb159, sb188, sb240, sb271, sb281, sb294, sb347, sb349, sb371, sb380, sb412, sb415, sb423, sb435, sb464, sb483, sb490, sb497, sb502, sb505, sb507, sb508, sb510, sb569, sb578, sb580, sb593, sb602, sb617, sb622, sb656, sb664, sb699, sb702, sb761, sb729, sb760, sb768, sb784, sb806, sb811, sb818, sb820, sb825, sb838, sb840, sb850, sb855, sb861, sb869, sb870, sb876, sb887, sb888, sb926, sb922, sb929, sb938, sb943, sb957, sb989, sb1002, sb1003, sb1004, sb1008, sb1016, sb1017, sb1032, sb1021, sb1023, sb1047, sb1052, sb1054, sb1055, sb1088, sb1093, sb1097, sb1112, sb1115, sb1124, sb1145, sb1155, sb1158, sb1170, sb1180, sb1187, sb1191, sb1207, sb1210, sb1213, sb1222, sb1226, sb1237, sb1243, sb1249, sb1259, sb1260, sb1286, sb1300, sb1305, sb1319, sb1322, sb1325, sb1332, sb1333, sb1343, sb1371, sb1372, sb1373, sb1375, sb1381, sb1401, sb1403, sb1413, sb1425, sb1429, sb1469, sb1484, sb1495, sb1506, sb1509, sb1514, sb1523, sb1524, sb1527, sb1563, sb1577, sb 1588, sb1592, sb1598, sb1602, sb1603, sb1612, sb1639, sb1645, sb1646, sb1648, sb1716, sb1730, sb1732, sb1741, sb1766, sb1768, sb1778, sb1780, sb1801, sb1809, sb1831, sb1837, sb1839, sb1841, sb1850, sb1852, sb1859, sb1866, sb1869, sb1887, sb1914, sb1965, sb1985, sb1991, sb2038, sb2057, sb2069, sb2085, sb2101, sb2123, sb2124, sb2144, sb2158, sb2171, sb2173, sb2193, sb2196, sb2214, sb2221, sb2232, sb2233, sb2258, sb2261, sb2284, sb2566, sb2358, sb 2571, sb2576, sb2577, sb2579, sb2580, sb2583, sb2599, sb2600, sb2603; and the 2023 ballot proposition contingencies to date.

Additional 2023 bills may be current, but not reflected in this currency statement.

Texas Statutes & Codes Annotated by LexisNexis® > Health and Safety Code > Title 9 Safety (Subts. A — D) > Subtitle B Emergencies (Chs. 771 — 790) > Chapter 775 Emergency Services Districts (Subchs. A — K) > Subchapter B Creation of District (§§ 775.011 — 775.026)

Notice

 This section has more than one version with varying effective dates.

Sec. 775.017. Petition Approval. [Effective until March 1, 2024]

(a) If after the hearing the commissioners court finds that creation of the district is feasible and will promote the public safety, welfare, health, and convenience of persons; residing in the proposed district, the commissioners court shall grant the petition, fix the district's boundaries, and impose any conditions negotiated under Section 775.014(h). If the proposed district, according to its boundaries stated in the petition, is located wholly in a county with a population of more than 3.3 million, the commissioners court may amend the petition to change the boundaries of the proposed district if the commissioners court finds the change is necessary or desirable. For the purposes of this provision, the population of the county is determined according to the most recent federal decennial census available at the time the petition is filed.

(b) If the proposed district will include territory in the municipal limits or extraterritorial jurisdiction of one or more municipalities, the commissioners court of the county in which the municipality is located must determine if the district would still meet the requirements prescribed by Subsection (a) if the territory in the

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
July 24, 2023**

Tex. Health & Safety Code § 775.017

municipality's limits or extraterritorial jurisdiction is excluded from the district. The commissioners court must make this finding for each municipality the territory of which will be included in the district.

(c) If the commissioners court finds that the proposed district does not meet the requirements prescribed by Subsection (a), the commissioners court shall deny the petition.

History

Enacted by Acts 1989, 71st Leg., ch. 678 (H.B. 2136), § 1, effective September 1, 1989; am. Acts 1991, 72nd Leg., ch. 14 (S.B. 404), § 269, effective September 1, 1991; am. Acts 2001, 77th Leg., ch. 886 (H.B. 3191), § 4, effective September 1, 2001; am. Acts 2011, 82nd Leg., ch. 1163 (H.B. 2702), § 54, effective September 1, 2011.

Texas Statutes & Codes Annotated by LexisNexis®
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End of Document

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

July 24, 2023

Tex. Health & Safety Code § 775.018

This document is current through the 2023 Regular Session of the 88th legislature bills: hb 1, hb49, hb109, hb242, hb290, hb446, hb450, hb467, hb474, hb492, hb567, hb586, hb598, hb609, hb624, hb692, hb785, hb793, hb796, hb842, hb914, hb998, hb1038, hb1088, hb1161, hb1207, hb1255, hb1315, hb1333, hb1535, hb1550, hb1565, hb1602, hb1740, hb1748, hb1755, hb1760, hb1761, hb1772, hb1809, hb1845, hb1890, hb1910, hb1949, hb2015, hb2073, hb2109, hb2183, hb2308, hb2371, hb2460, hb2464, hb2575, hb2664, hb2691, hb2755, hb2759, hb3060, hb3065, hb3106, hb3108, hb3290, hb3345, hb3437, hb3507, hb3665, hb3731, hb4015, hb4422, hb4964, hb5325; sb49, sb58, sb59, sb60, sb63, sb65, sb68, sb159, sb188, sb240, sb271, sb281, sb294, sb347, sb349, sb371, sb380, sb412, sb415, sb423, sb435, sb464, sb483, sb490, sb497, sb502, sb505, sb507, sb508, sb510, sb569, sb578, sb580, sb593, sb602, sb617, sb622, sb656, sb664, sb699, sb702, sb761, sb729, sb760, sb768, sb784, sb806, sb811, sb818, sb820, sb825, sb838, sb840, sb850, sb855, sb861, sb869, sb870, sb876, sb887, sb888, sb926, sb922, sb929, sb938, sb943, sb957, sb989, sb1002, sb1003, sb1004, sb1008, sb1016, sb1017, sb1032, sb1021, sb1023, sb1047, sb1052, sb1054, sb1055, sb1088, sb1093, sb1097, sb1112, sb1115, sb1124, sb1145, sb1155, sb1158, sb1170, sb1180, sb1187, sb1191, sb1207, sb1210, sb1213, sb1222, sb1226, sb1237, sb1243, sb1249, sb1259, sb1260, sb1286, sb1300, sb1305, sb1319, sb1322, sb1325, sb1332, sb1333, sb1343, sb1371, sb1372, sb1373, sb1375, sb1381, sb1401, sb1403, sb1413, sb1425, sb1429, sb1469, sb1484, sb1495, sb1506, sb1509, sb1514, sb1523, sb1524, sb1527, sb1563, sb1577, sb1588, sb1592, sb1598, sb1602, sb1603, sb1612, sb1639, sb1645, sb1646, sb1648, sb1716, sb1730, sb1732, sb1741, sb1766, sb1768, sb1778, sb1780, sb1801, sb1809, sb1831, sb1837, sb1839, sb1841, sb1850, sb1852, sb1859, sb1866, sb1869, sb1887, sb1914, sb1965, sb1985, sb1991, sb2038, sb2057, sb2069, sb2085, sb2101, sb2123, sb2124, sb2144, sb2158, sb2171, sb2173, sb2193, sb2196, sb2214, sb2221, sb2232, sb2233, sb2258, sb2261, sb2284, sb2566, sb2358, sb2571, sb2576, sb2577, sb2579, sb2580, sb2583, sb2599, sb2600, sb2603; and the 2023 ballot proposition contingencies to date.

Additional 2023 bills may be current, but not reflected in this currency statement.

Texas Statutes & Codes Annotated by LexisNexis® > Health and Safety Code > Title 9 Safety (Subts. A — D) > Subtitle B Emergencies (Chs. 771 — 790) > Chapter 775 Emergency Services Districts (Subchs. A — K) > Subchapter B Creation of District (§§ 775.011 — 775.026)

Notice

🚩 This section has more than one version with varying effective dates.

Sec. 775.018. Election. [Effective until March 1, 2024]

- (a) On the granting of a petition, the commissioners court shall order an election to confirm the district's creation and authorize the imposition of a tax not to exceed the rate allowed by Section 48-e, Article III, Texas Constitution. Any conditions negotiated under Section 775.014(h) must be included on the ballot.
- (b) [Repealed by Acts 2005, 79th Leg., ch. 123 (S.B. 1621), § 2, effective September 1, 2005.]
- (c) If the petition indicates that the proposed district will contain territory in more than one county, the commissioners court may not order an election until the commissioners court of each county in which the district will be located has granted the petition.
- (d) Subject to Section 4.003, Election Code, the notice of the election shall be given in the same manner as the notice of the petition hearing.
- (e) The election shall be held on the first authorized uniform election date prescribed by the Election Code that allows sufficient time to comply with other requirements of law.

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Tex. Health & Safety Code § 775.018

(f) If the territory of a district proposed under this chapter overlaps with the boundaries of another district created under this chapter, the commissioners court of each county in which the proposed district is located shall send to the board of the existing district a copy of the petition for creation of the proposed district. This subsection does not apply to a proposed district located wholly in a county with a population of more than three million.

(g) The board of the existing district shall adopt a statement before the date of the election required by this section that specifies the types of emergency services the existing district will provide or continue to provide in the overlapping territory if the proposed district is created. This subsection does not apply to a proposed district located wholly in a county with a population of more than three million.

History

Enacted by Acts 1989, 71st Leg., ch. 678 (H.B. 2136), § 1, effective September 1, 1989; am. Acts 1991, 72nd Leg., ch. 14 (S.B. 404), § 270, effective September 1, 1991; am. Acts 1993, 73rd Leg., ch. 294 (H.B. 394), § 1, effective August 30, 1993; am. Acts 1999, 76th Leg., ch. 496 (S.B. 1609), § 3, effective September 1, 1999; am. Acts 2001, 77th Leg., ch. 886 (H.B. 3191), § 5, effective September 1, 2001; am. Acts 2001, 77th Leg., ch. 1140 (H.B. 2744), § 1, effective September 1, 2001; am. Acts 2005, 79th Leg., ch. 123 (S.B. 1621), §§ 1, 2, effective September 1, 2005; am. Acts 2011, 82nd Leg., ch. 639 (S.B. 917), § 1, effective June 17, 2011.

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End of Document

**MINUTES OF THE COLORADO COUNTY
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- __6. Take all appropriate action on the Petition for an Emergency Services District seeking to create Colorado County Emergency Services District No. 1, as authorized in the Texas Health and Safety Code, Section 775.017.

Tomar todas las medidas apropiadas en la Petición para un Distrito de Servicios de Emergencia que busca crear el Distrito de Servicios de Emergencia No. 1 del Condado de Colorado, según lo autorizado en el Código de Salud y Seguridad de Texas, Sección 775.017.

Motion by Commissioner Wessels to take all appropriate action on the Petition for an Emergency Services District seeking to create Colorado County Emergency Services District No. 1, as authorized in the Texas Health and Safety Code, Section 775.017; seconded by Judge Prause; 5 ayes 0 nays; motion carried; it was so ordered.

(See Attachment)

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RESOLUTION

**APPROVING PETITION FOR CREATION OF
COLORADO COUNTY EMERGENCY SERVICES DISTRICT NO. 1**

WHEREAS, the County Judge of Colorado County, Texas, has received and has filed with the County Clerk of Colorado County, Texas, for submission to the Commissioners Court of Colorado County, a Petition for Creation of an Emergency Services District ("Petition"), to be called Colorado County Emergency Services District No. 1; and,

WHEREAS, at a duly called meeting of the Commissioners Court of Colorado County on June 26, 2023, the Commissioners Court of Colorado County made the following findings as to said Petition:

1. The Petition is in due and proper form; complies with all current and applicable provisions of Chapter 775, Texas Health & Safety Code; was properly executed and bears the signatures of at least one hundred (100) qualified voters who own taxable real property within the proposed Colorado County ESD 1; and was duly presented to the Commissioners Court of Colorado County, Texas.

2. The boundaries of the proposed Colorado County ESD 1 are properly set forth in the Petition attachments, with a map of the proposed Colorado County ESD 1 depicted in the Petition attachments; and,

3. The Commissioners Court of Colorado County, Texas, has determined to set a place, date, and time for the hearing to consider the Petition.

WHEREAS, upon being presented the Petition and considering the same on the 26th day of June, 2023, the Commissioners Court set a hearing to be held at 9:00 a.m. on the 24th day of July, 2023, in the Colorado County Courthouse, County Courtroom, 400 Spring Street, Columbus, Texas 78934, on the matters brought before it in the Petition; and the Commissioners Court further ordered the posting and publication of Notice of said public hearing as required by law, and the Notice of Public

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Hearing was duly posted at the courthouse door, and published in the designated newspapers once a week for two consecutive weeks, the first publication having occurred not later than the 21st day before the date of the hearing; and,

WHEREAS, pursuant to the Notice of Public Hearing, a full and complete hearing was held on the Petition, and the Commissioners Court considered all relevant matters and testimony pertinent to the issues concerning the creation of the District; and,

WHEREAS, following such public hearing, the Colorado County Commissioners Court, acting pursuant to Texas Health and Safety Code Section 775.017(a) and (b), finds:

1. The Petition is in due form, was properly executed and was duly presented to and considered by the Commissioners Court of Colorado County, Texas, as authorized by Texas Health and Safety Code Sec. 775.017, including finding that creation of the district is feasible and will promote the public safety, welfare, health, and convenience of persons residing in the proposed district, and the district's proposed boundaries are clear and complete;

2. The Notice of Public Hearing on the Petition was given in the time and in the manner provided by law;

3. The creation of the proposed Colorado County Emergency Services District No. 1 does not overlap with the boundaries of any existing emergency services district providing fire fighting services, fire prevention services, fire suppression services, emergency rescue services, search and rescue services, and first responder emergency medical services;

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4. The boundaries of the proposed Colorado County Emergency Services District No. 1 are hereby fixed and set forth in the attached Exhibit "A"; and

5. The proposed Colorado County Emergency Services District No. 1 would include territory in the municipal and corporate boundaries and the extraterritorial jurisdiction of the City of Columbus, Texas; and said municipality has consented by formal Resolution to the inclusion of the its municipal and corporate boundaries and its extraterritorial jurisdictions boundaries in the proposed Colorado County Emergency Services District No. 1; and,

6. The Commissioners Court of Colorado County, Texas, as required by Texas Health and Safety Code Sec. 775.017(a) and (b), specifically finds that the proposed Colorado County Emergency Services District No. 1 would still be feasible and would still promote the public safety, welfare, health, and convenience of persons residing in the proposed district, and meet all requirements prescribed by Texas Health and Safety Code Section 775.017(a) if the territory in the City of Columbus municipal and corporate limits is excluded from the proposed Colorado County Emergency Services District No. 1, if the City of Columbus extraterritorial jurisdiction is excluded from the proposed Colorado County Emergency Services District No. 1, and if both the territory in the City of Columbus municipal and corporate limits and the City of Columbus extraterritorial jurisdiction are excluded from the proposed Colorado County Emergency Services District No. 1.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. As authorized by Texas Health and Safety Code Sec. 775.017, the Petition for Creation of an Emergency Services District to be called Colorado County Emergency Services District No. 1 is hereby **GRANTED**

**MINUTES OF THE COLORADO COUNTY
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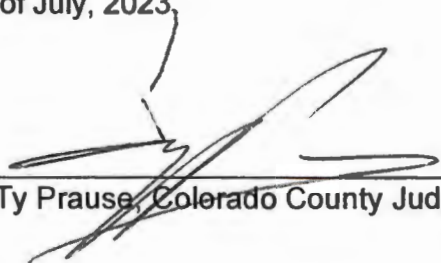
July 24, 2023

by the Colorado County Commissioners Court.

2. As provided by Texas Health and Safety Code Sec. 775.018, by virtue of the granting of the Petition, the Colorado County Commissioners Court sets the date of August 14, 2023 when it shall take action to order an election to confirm the creation of Colorado County Emergency Services District No. 1, and authorize the imposition of a tax not to exceed the rate allowed by Section 48-e, Article III, Texas Constitution.

3. The Colorado County Commissioners Court shall adopt such other orders as may be necessary to carry out this Resolution.

Signed and approved this 24th day of July, 2023.



Ty Prause, Colorado County Judge

Attest:





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EXHIBIT "A"

COLORADO COUNTY EMERGENCY SERVICES DISTRICT NO. 1

Commencing at the point where the most northerly point in the boundary line of Colorado County, Texas, intersects with the southeast boundary line of Fayette County, Texas, and the northwest boundary line of Austin County, Texas;

Thence, southeasterly along the east boundary line of Colorado County, Texas, pass Stokes Road and pass FM 109, to a point where the east boundary line of Colorado County, Texas intersects with Interstate 10/US Highway 90;

Thence, continuing in a southeasterly direction along the east boundary line of Colorado County, Texas, 1.4 miles south of Interstate 10/US Highway 90 to a point in the east boundary line of Colorado County, Texas, having the coordinates 29.747954, -96.297450 (using the global positioning system in decimal degrees);

Thence, southwesterly departing from the east boundary line of Colorado County, Texas, along a line, pass Prairie Chicken Road, a distance of approximately 1.38 miles to a point having the coordinates 29.709213, -96.302557;

Thence, continuing northwesterly along said line a distance of approximately 1.73 miles, pass Cat Springs Road, to a point having the coordinates 29.707685, -96.331840;

Thence, north along said line to its intersection with the south right-of-way of FM 2761;

Thence, southwest along the south right-of-way of FM 2761 to its intersection with the west right-of-way of FM 949;

Thence, continuing southwest along the south right-of-way of FM 2761/Lyle Road, extended to an intersection with the east bank of the Colorado River;

Thence, southerly and southwesterly among the meanders of the east and south banks of the Colorado River to a point on the south bank of the Colorado River having the coordinates 29.594166, -96.452615;

Thence, southwesterly from said point on the south bank of the Colorado River in a straight line, pass State Highway 71, to an intersection with the west right-of-way of County Road 102;

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Thence, northwesterly along the west right-of-way of County Road 102 to a point having the coordinates 29.577838, -96.492721;

Thence, westerly from said point to a point having the coordinates 29.604687, -96.643632;

Thence, northerly from said point to a point having the coordinates 29.668234, -96.649097, and being the southernmost point of Hattermann Lane;

Thence, northwesterly along the west right-of-way of Hattermann Lane, pass Interstate 10/US Highway 90, to its intersection with the north right-of-way of County Road 217;

Thence, westerly along the south right-of-way of County Road 217 to a point having the coordinates 29.369687, -96.663933;

Thence, northerly from said point along a line to its intersection with the south bank of the Colorado River;

Thence, along the south bank of the Colorado River to its intersection with the west boundary line of Colorado County, Texas;

Thence, northeasterly along the west boundary line of Colorado County, Texas, to the point of commencement.

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- __7. Proclamation recognizing July as Colorado County Poll Worker Recruitment Month and recognition of retired election officials. (LaCourse)**

11:16 A. M. court recessed

11:31 A. M. court reconvened

Elections Administrator Rebecka LaCourse stated there is an excellent list of poll workers. She also stated that on July 31 the party chairs will be presenting a list of presiding judges for the polling locations.

Motion by Judge Prause to approve a proclamation recognizing July as Colorado County Poll Worker Recruitment Month and recognition of retired election officials; seconded by Commissioner Neuendorff; 5 ayes 0 nays; motion carried; it was so ordered.

(See Attachment)

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STATE OF TEXAS §
 §
COUNTY OF Colorado §

BE IT REMEMBERED, at a regular meeting of the Commissioners Court of Colorado County, Texas, held on the 24th day of July, 2023, the following Proclamation was made:

WHEREAS, our form of government depends upon the democratic electoral process; and

WHEREAS, Democracy's most precious inalienable right is the right to vote, strongly forged and established by the First, Thirteenth, Fourteenth, Fifteenth, Nineteenth, Twenty-Third, Twenty-Fourth, and Twenty-Sixth Amendments to the United States Constitution; and

WHEREAS, the right to vote of every citizen protects and advances all other rights established in our great Constitution; and

WHEREAS, it is the fundamental responsibility of every citizen to know of, contribute to, and participate in the electoral process by exercising his or her constitutional right to vote; and

WHEREAS, Citizens cannot vote unless we strengthen our democracy, by inspiring greater civic engagement and volunteerism, and help ensure free and fair elections.

WHEREAS, poll workers are the face of the election office during voting. Workers are tasked with setting up and preparing the polling location, welcoming voters, verifying voter registrations, and issuing ballots.

WHEREAS, with the need for reliable and trusted public information and education, poll workers also help ensure voters understand the voting process by demonstrating how to use voting equipment and explaining voting procedures.

WHEREAS, efforts must be taken to increase voter education and participation; it is critical to Americans to actively participate in running elections and the integrity of electoral processes; poll workers are critical to the success of an election. Having an adequate number of poll workers to staff polling places on and before

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Election Day can ensure voters receive the assistance they need at the polls and can help provide a positive and smooth voting experience for all.

WHEREAS, Colorado County recognizes the essential role that poll workers play in the electoral process and acknowledges these retired (between the years of 2019-2023) citizens who had dedicated many years to serve the citizens of this county:


Robyn Adams	Mary Saucedo	Becky Anderson
Maybelle Barnett	Anna Mae Wiese	Doreen Vail
Tamalyn Neuendorff	Kim Vincent	Marian Frank
Dorothy Fitzgerld	Laura Kulhanek	Gloria Ilse
Cheryl Leyendecker	Mae Dene Zajicek	Joann Johnson
Peggy Lund	Janice Macbride	Joan Beishir
Urissa Green	Tammy Johnson	Valerie King
Loretta Runk	Christina Williams	Emily Frank
Barbara Hoffman	Robert Raborn	Dan Dillard
Rose Marie Thumann	Bob Berger	George Llanes
Grady Lambert	Glenda Lambert	

NOW, THEREFORE, BE IT PROCLAIMED that the Commissioners Court of Colorado County, Texas hereby proclaims July as **Colorado County Poll Worker Recruitment Month** and encourages all citizens to appreciate their right to vote by exercising their ability to promote participation in the electoral process to their friends, families and neighbors in local, state and national elections.

DONE IN OPEN COURT this 24th day of July, 2023.


Ty Frause, County Judge

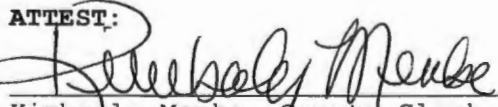
County Commissioners


Doug Wessels, Precinct No. 1


Ryan Brandt, Precinct No. 2


Keith Neuendorff, Precinct No. 3


Darrell Gertson, Precinct No. 4

ATTEST:

Kimberly Menke, County Clerk



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- __8. Request to postpone update of WISP (Written Information Security Plan) pending Election Department relocating. (LaCourse)

Motion by Judge Prause to postpone update of WISP (Written Information Security Plan) pending Election Department relocating; seconded by Commissioner Brandt; 5 ayes 0 nays; motion carried; it was so ordered.

(See Attachment)

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Part 2 - ELECTION SECURITY BEST PRACTICES

Category 1: POLICIES AND PROCESS

1. **CREATE AN AUTHORIZED ELECTION WRITTEN INFORMATION SECURITY PROGRAM (WISP).** A WISP is a set of policies and plans that define how to protect elections from cyberattack and how to respond if an incident occurs. It authorizes employees to quickly perform the described actions without waiting for approval during an attack.
 - a. Ensure that all policies and plans are authorized by the appropriate authorities and are officially adopted and implemented by the staff and IT teams.
 - b. Review the plans and policies in the WISP at least once a year according to the following schedule:
 - i. During general election years, in December after an election to incorporate any needed improvements and clarification identified during the election as well as new risks
 - ii. During legislative session years, in July after the state election law conference to incorporate any new laws affecting elections as well as new risks

PRIORITY BEST PRACTICES

- c. **Create an Election Information Security Policy.** The purpose of an Election Information Security Policy is to establish protocols that protect election-related data from cyber threats and other disasters.
 - i. Develop a data classification system that can be used to establish the appropriate security needed for each data type. See Data Classifications in Part 1 for more guidance.
 - ii. Organize the policy around the five security objectives established by the **National Institute of Standards and Technology (NIST) Cybersecurity Framework (CSF):** (1) Identify (2) Protect (3) Defend (4) Respond, and (5) Recover.
- d. **Create an Incident Response Plan** that documents the specific steps to take in case of cyberattack or other types of disasters.
 - iii. An Incident Response Plan should include:
 1. A clear definition of what constitutes a cyberattack or incident
 2. A classification system for the severity level of incident types and the appropriate notification and response protocol for each type
 3. **Incident containment processes** that minimize the scale and scope of the damage
 4. Procedures for restoring systems and operations after an attack
 - iv. An incident Response Plan should address, at a minimum, the following incidents:
 1. Malware
 2. Ransomware
 3. **Denial of Service (DoS) and Distributed Denial of Services (DDoS)**
 4. Intrusion
 5. Information access
 6. Compromised data

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3. PERFORM VULNERABILITY SCANNING AND PATCH MANAGEMENT

PRIORITY BEST PRACTICES

- a. Establish a monthly **patch management** process to address any operating system and software application vulnerabilities.
- b. Conduct monthly **vulnerability scans** of all internal systems and maintain a log of recent scans. The log should include:
 - i. Details about detected vulnerabilities
 - ii. Records of any remediation steps taken to fix the vulnerability

4. CLASSIFY AND PROTECT ELECTIONS DATA

PRIORITY BEST PRACTICES

- a. Review and Identify Confidential, Sensitive and Internal Use Data within the Elections environment as described in the Data Classification Guidelines.
- b. Ensure that all Confidential, Sensitive and Internal Use data has these best practices applied appropriately, such as implementing encryption for Confidential Data and limit access to systems to only approved and authorized users.
- c. Control which users have access to each class of elections data, through process and technology, where possible. Evaluate the roles of the staff and consider limitations such as:
 - i. Confidential Data should be limited to the Election Authority and a very limited support team that requires access as necessary to conduct their job duties.
 - ii. Sensitive Data should be limited to employees and Full-Time Elections staff.
 - iii. Temporary election staff access should be limited to subsets of information where possible and have an account assigned to them individually so that access to data can be monitored.

4. PARTICIPATE IN SECURITY AWARENESS TRAINING

PRIORITY BEST PRACTICES

- a. Each member of the election department staff is required to participate in the SOS cybersecurity training required by and provided by the Texas SOS Office.
- b. Each staff member is required to repeat the security training annually
- c. Election officials should discuss the security recommendations in the training videos with staff to create a culture of security awareness.

6. CONDUCT ELECTION SECURITY ASSESSMENTS REGULARLY

PRIORITY BEST PRACTICES

- a. Participate in the Election Security Assessment provided by the Texas SOS Office as required by Section 279.003, Texas Election Code.
- b. Conduct subsequent security assessments at least once every two to four years or more often if the political subdivision has a significant change in structure or circumstance such as purchasing new equipment, moving to a new office, or

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- __9. Set a public hearing on the proposed revision and replat of Lot 40 of Wild Wing Preserve Phase One, Precinct No. 1, and authorize notice to be published pursuant to Texas Local Government Code, Section 232.009. (Wessels)**

Chad May with Wild Wing Preserve stated this was one small revision on one lot regarding a drainage issue.

Motion by Commissioner Wessels to set a public hearing on the proposed revision and replat of Lot 40 of Wild Wing Preserve Phase One, Precinct No. 1, and authorize notice to be published pursuant to Texas Local Government Code, Section 232.009; seconded by Commissioner Neuendorff; 5 ayes 0 nays; motion carried; it was so ordered.

(See Attachment)

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PUBLIC NOTICE FOR PLAT REVISION

State of Texas
County of Colorado

REQUEST FOR REVISION TO LOT 40 OF WILD WING PRESERVE PHASE ONE DRAINAGE EASEMENT TO MOVE PLATTED DRAINAGE EASEMENT TO THE ALLOCATED EASEMENT ON THE SIDE LOT LINE IN AN EFFORT TO SAVE THE MATURE TREES THAT EXIST ON THIS LOT. ONE PUBLIC HEARING SHALL BE HELD AT WHICH ALL PERSONS INTERESTED IN THE PROPOSED REPLAT SHALL BE GIVEN OPPORTUNITY TO BE HEARD.

THE PUBLIC HEARING WILL BE HELD AT THE REGULAR COMMISSIONER'S COURT MEETING SCHEDULED FOR AUGUST 28TH, 2023 AT 9:00 A.M. AT THE COLORADO COUNTY COURTHOUSE

COURTHOUSE LOCATED AT:
400 SPRING STREET
COLUMBUS, TEXAS.

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
July 24, 2023**

**SUBDIVISION APPLICATION
for Colorado County, Texas**

FILED FOR RECORD
COLORADO COUNTY, TX

2023 JUL 13 AM 11:50

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

KIMBERLY MENKE
COUNTY CLERK *DH*

PROPOSED NAME OF SUBDIVISION: WILD WING PRESERVE

PRECINCT IN WHICH THE SUBDIVISION LIES: PRECINCT ONE
PRECINCT COMMISSIONER: WESSELS

NAME OF PROPERTY OWNER: LSLP COLORADO COUNTY, LLC.
Address: P.O. BOX 1987 MARBLE FALLS, TX. 78654
Telephone No: 877-888-1415

NAME OF APPLICANT: CHAD MAY
Company: LONESTAR LAND PARTNERS
Address: 705 N. HWY 281 SUITE 202 MARBLE FALLS, TX. 78654
Telephone No: 281-381-8541

DATE PLAT FILED: 10/24/2022

TOTAL ACREAGE OF DEVELOPMENT: 942.98 ACRES (PHASE ONE)

INTENDED USE OF LOTS:
Residential: X Commercial/Industrial: _____
TOTAL NUMBER OF LOTS: 1 (LOT 40 DRAINAGE EASEMENT RELOCATION)

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

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

SCHOOL DISTRICT(S): COLUMBUS ISD

NEW ROADS IN DEVELOPMENT:
PUBLIC ROADS: N/A

PRIVATE ROADS: N/A

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 IN PLACE
FISCAL SECURITY EXPIRATION DATE (if applicable): 9/13/2023

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

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Plat Revision Request Statement

State of Texas
County of Colorado

Revision to lot 40 drainage easement to move platted drainage easement to the allocated easement on the side lot line to save the mature trees that exist on this lot. After discovering how the water flows and seeing the mature trees on the lot the developer felt it best to save the mature trees and move drainage to the allocated drainage easement on side lot line.

Sincerely,



Chad May

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
July 24, 2023**

PUBLISHER'S AFFIDAVIT
State of Texas
County of Colorado

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

DAY(S): AUGUST 2, 2023
AUGUST 9, 2023
AUGUST 16, 2023

Publisher or Designee Signature

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

Notary Public Signature

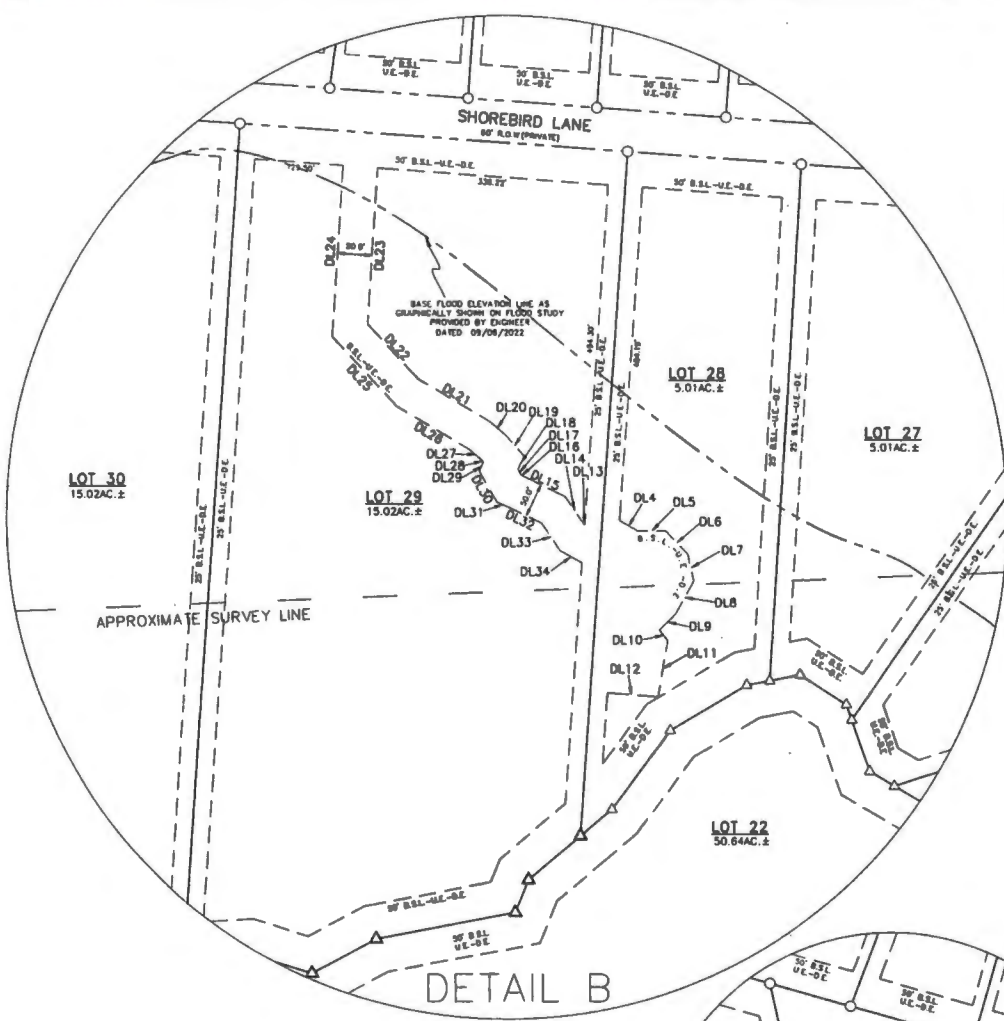
Printed Name of Notary Public

My Commission expires _____.

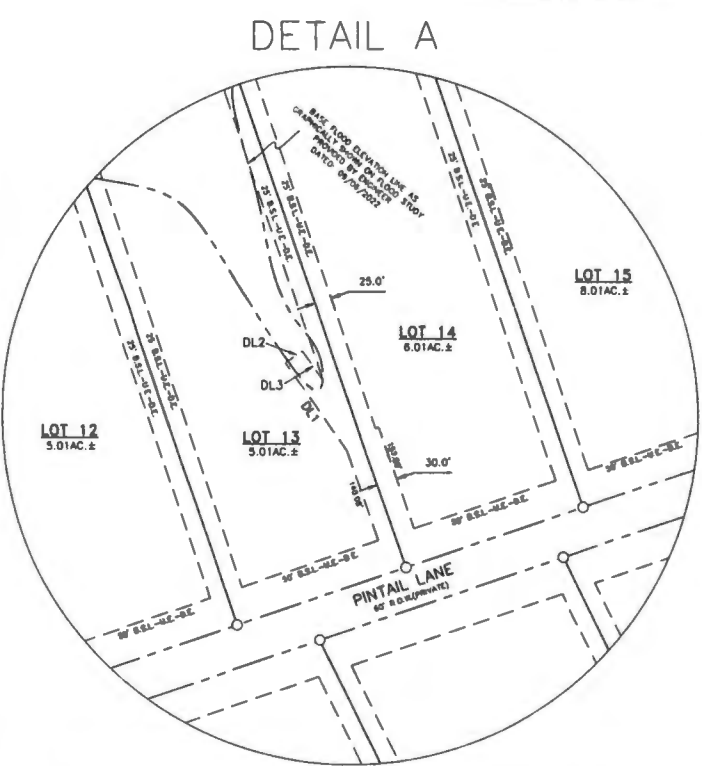
**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
July 24, 2023**



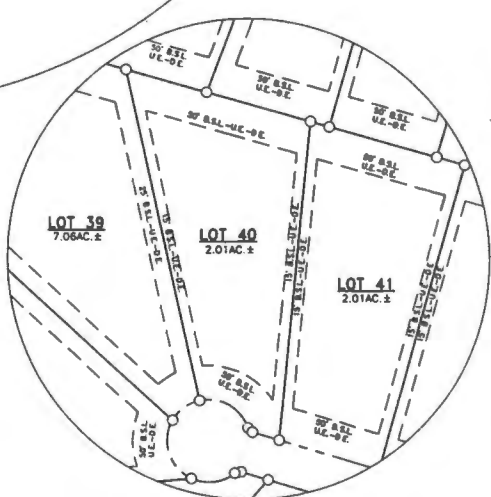
LEGEND	
1	30' B.S.L. - U.E. - D.E.
2	30' B.S.L. - U.E. - D.E.
3	30' B.S.L. - U.E. - D.E.
4	30' B.S.L. - U.E. - D.E.
5	30' B.S.L. - U.E. - D.E.
6	30' B.S.L. - U.E. - D.E.
7	30' B.S.L. - U.E. - D.E.
8	30' B.S.L. - U.E. - D.E.
9	30' B.S.L. - U.E. - D.E.
10	30' B.S.L. - U.E. - D.E.
11	30' B.S.L. - U.E. - D.E.
12	30' B.S.L. - U.E. - D.E.
13	30' B.S.L. - U.E. - D.E.
14	30' B.S.L. - U.E. - D.E.
15	30' B.S.L. - U.E. - D.E.
16	30' B.S.L. - U.E. - D.E.
17	30' B.S.L. - U.E. - D.E.
18	30' B.S.L. - U.E. - D.E.
19	30' B.S.L. - U.E. - D.E.
20	30' B.S.L. - U.E. - D.E.
21	30' B.S.L. - U.E. - D.E.
22	30' B.S.L. - U.E. - D.E.



DETAIL B



DETAIL A



DETAIL C

**REVISIONS TO DRAINAGE ON LOT 40
REPLACEMENT OF SHEET 9 OF 9 TO THE PLAT
FILED OF RECORD UNDER SLIDES 139-143 IN THE
PLAT RECORDS OF COLORADO COUNTY, TEXAS.**

BUILDING SETBACK, UTILITY EASEMENT & DRAINAGE EASEMENT EXHIBIT NOTE:
1. THE 30' DRAINAGE EASEMENT PREVIOUSLY LOCATED OVER AND ACROSS LOT 40 HAS BEEN MOVED AND INCORPORATED INTO THE 30' SIDE YARD (15' PER SIDE) BUILDING SETBACK, UTILITY EASEMENT & DRAINAGE EASEMENT.

WILD WING PRESERVE

BEING A SUBDIVISION OF 942.98 ACRES OF LAND OUT OF THE WACO MANUFACTURING CO. SURVEY NO. 13, ABSTRACT NO. 817, THE J.E. 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.H. MAYES SURVEY, ABSTRACT NO. 426, THE P.H. 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

**BUILDING SET BACK, UTILITY EASEMENT
& DRAINAGE EASEMENT EXHIBIT**

PLAT NO. 1118	1100 OLDE LANE	SCALE 1" = 150'	DATE	DESCRIPTION
PREPARED FOR: L&P COLORADO COUNTY, LLC	MARBLE FALLS TX 78053	DATE	REVISIONS	
DATE	APPROVED: SANTI J. HERN	DATE		
TELEPHONE: PERFORMED ON: 01/11/2023	PH: 352-388-2000 FAX: 352-388-2011			
CUPLIN & ASSOCIATES, L.P.	WWW.CUPLIN&ASSOCIATES.COM			

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

July 24, 2023

- _10. Authorize Commissioner Wessels to finalize right-of-way acquisition, utility relocation, and all other related matters for Sandy Creek Bridge Project CSJ 0913-26-068, Precinct No. 1. (Wessels)

**Motion by Commissioner Neuendorff to authorize Commissioner Wessels to finalize right-of-way acquisition, utility relocation, and all other related matters for Sandy Creek Bridge Project CSJ 0913-26-068, Precinct No. 1; seconded by Commissioner Gertson; 5 ayes
0 nays; motion carried; it was so ordered.**

(See Attachment)

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
July 24, 2023**

GF# 23148 STG

PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC) 11-07-2022

FARM AND RANCH CONTRACT

NOTICE: Designed For Use In Sales Of Existing Farms Or Ranches Of Any Size. Not For Use In Complex Transactions.

1. PARTIES: The parties to this contract are Jeffery Cardiff and Christine Cardiff
(Seller) and Colorado County, Texas (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.

2. PROPERTY: The land, improvements, accessories and crops except for the exclusions and reservations, are collectively referred to as the Property (Property).

A. LAND: The land situated in the County (or Counties) of Colorado
Texas, described as follows: 0.9783 acres, more or less, out of the John Cassidy Survey, Abstract No. 138,
as described on attached Exhibit A
or as described on attached exhibit, also known as _____
(address/zip code), together with all rights, privileges, and appurtenances pertaining thereto.

B. IMPROVEMENTS:

(1) **FARM AND RANCH IMPROVEMENTS:** The following **permanently installed and built-in items**, if any: windmills, tanks, barns, pens, fences, gates, sheds, outbuildings, and corrals.

(2) **RESIDENTIAL IMPROVEMENTS:** Any houses, garages, and all other fixtures and improvements attached to the above-described real property, including without limitation, the following **permanently installed and built-in items**, if any: all equipment and appliances, valances, screens, shutters, awnings, wall-to-wall carpeting, mirrors, ceiling fans, attic fans, mail boxes, television antennas, mounts and brackets for televisions and speakers, heating and air-conditioning units, security and fire detection equipment, wiring, plumbing and lighting fixtures, chandeliers, water softener system, kitchen equipment, garage door openers, cleaning equipment, shrubbery, landscaping, outdoor cooking equipment, and all other property attached to the above described real property.

C. ACCESSORIES:

(1) **FARM AND RANCH ACCESSORIES:** The following described related accessories: (check boxes of conveyed accessories) portable buildings hunting blinds game feeders livestock feeders and troughs irrigation equipment fuel tanks submersible pumps pressure tanks corrals gates chutes other: _____

(2) **RESIDENTIAL ACCESSORIES:** The following described related accessories, if any: window air conditioning units, stove, fireplace screens, curtains and rods, blinds, window shades, draperies and rods, door keys, mailbox keys, above ground pool, swimming pool equipment and maintenance accessories, artificial fireplace logs, security systems that are not fixtures, and controls for: (i) garage doors, (ii) entry gates, and (iii) other improvements and accessories. "Controls" includes Seller's transferable rights to the (i) software and applications used to access and control improvements or accessories, and (ii) hardware used solely to control improvements or accessories.

D. CROPS: Unless otherwise agreed in writing, Seller has the right to harvest all growing crops until delivery of possession of the Property.

E. EXCLUSIONS: The following improvements, accessories, and crops will be retained by Seller and must be removed prior to delivery of possession: _____

F. RESERVATIONS: Any reservation for oil, gas, or other minerals, water, timber, or other interests is made in accordance with an attached addendum.

3. SALES PRICE:

A. Cash portion of Sales Price payable by Buyer at closing \$ 20,000.00
The term "Cash portion of the Sales Price" does not include proceeds from borrowing of any kind or selling other real property except as disclosed in this contract.

B. Sum of all financing described in the attached: Third Party Financing Addendum,
 Loan Assumption Addendum, Seller Financing Addendum .. \$ _____

C. Sales Price (Sum of A and B) \$ 20,000.00

D. The Sales Price will will not be adjusted based on the survey required by Paragraph 6C.
If the Sales Price is adjusted, the Sales Price will be adjusted based on the difference between acres and the acreage set forth in the survey required by Paragraph 6C. The difference in acreage (either increased or decreased) shall be multiplied by the sum of _____ per acre and either added to or subtracted from the Sales Price stated in Paragraph 3C. If the Sales Price is adjusted by more than 10%, either party may terminate this contract by providing written notice to the other party within _____ days after the terminating party receives the survey. If neither party terminates this contract or if the variance is 10% or less, the adjustment will be made to the amount in 3A 3B proportionately to 3A and 3B.

4. LEASES: Except as disclosed in this contract, Seller is not aware of any leases affecting the Property. After the Effective Date, Seller may not, without Buyer's written consent, create a new lease, amend any existing lease, or convey any interest in the Property. (Check all applicable boxes)

A. RESIDENTIAL LEASES: The Property is subject to one or more residential leases and the Addendum Regarding Residential Leases is attached to this contract.

Initialed for Identification by Buyer DW and Seller JJC CC

**MINUTES OF THE COLORADO COUNTY
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Contract Concerning 0.9763 acres, more or less, John Cassidy Survey, AB# 138, Colorado County Page 2 of 11 11-07-2022
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B. FIXTURE LEASES: Fixtures on the Property are subject to one or more fixture leases (for example, solar panels, propane tanks, water softener, security system) and the Addendum Regarding Fixture Leases is attached to this contract.

C. NATURAL RESOURCE LEASES: "Natural Resource Lease" means an existing oil and gas, mineral, water, or other natural resource lease affecting the Property to which Seller is a party.

(1) Seller has delivered to Buyer a copy of all the Natural Resource Leases.

(2) Seller has not delivered to Buyer a copy of all the Natural Resource Leases. Seller shall provide to Buyer a copy of all the Natural Resource Leases within 3 days after the Effective Date. Buyer may terminate the contract within _____ days after the date the Buyer receives all the Natural Resource Leases and the earnest money shall be refunded to Buyer.

D. SURFACE LEASES: "Surface Lease" means an existing lease for the surface only of the Property (for example, grazing leases, hunting leases, agricultural leases, recreational leases, wind leases, solar leases, timber or forestry leases). (Check all applicable boxes)

(1) Seller has delivered to Buyer a copy of all written Surface Leases.

(2) Seller provides Buyer with notice of the following oral Surface Lease(s), identifying the type of lease, name of the tenant(s), rental amount, and term: _____

(3) Seller has not delivered to Buyer all Surface Leases (whether written or oral). Seller shall provide to Buyer a copy of all the written Surface Leases and notice of all oral Surface Leases, identifying the type of lease, the name of the tenant(s), rental amount, and term, within 3 days after the Effective Date. Buyer may terminate the contract within _____ days after the date the Buyer receives all the Surface Leases and the earnest money shall be refunded to Buyer.

5. EARNEST MONEY AND TERMINATION OPTION:

A. DELIVERY OF EARNEST MONEY AND OPTION FEE: Within 3 days after the Effective Date, Buyer must deliver to Elliott & Waldron Abstract Company (Escrow Agent) at 315 Walnut Street, Columbus, Texas 78934 (address): \$ 500.00 as earnest money and \$ N/A as the Option Fee. The earnest money and Option Fee shall be made payable to escrow agent and may be paid separately or combined in a single payment.

(1) Buyer shall deliver additional earnest money of \$ N/A to Escrow Agent within _____ days after the Effective Date of this contract.

(2) If the last day to deliver the earnest money, Option Fee, or the additional earnest money falls on a Saturday, Sunday, or legal holiday, the time to deliver the earnest money, Option Fee, or the additional earnest money, as applicable, is extended until the end of the next day that is not a Saturday, Sunday, or legal holiday.

(3) The amount(s) Escrow Agent receives under this paragraph shall be applied first to the Option Fee, then to the earnest money, and then to the additional earnest money.

(4) Buyer authorizes Escrow Agent to release and deliver the Option Fee to Seller at any time without further notice to or consent from Buyer, and releases Escrow Agent from liability for delivery of the Option Fee to Seller. The Option Fee will be credited to the Sales Price at closing.

B. TERMINATION OPTION: For nominal consideration, the receipt of which Seller acknowledges, and Buyer's agreement to pay the Option Fee within the time required, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within N/A days after the Effective Date of this contract (Option Period). Notices under this paragraph must be given by 5:00 p.m. (local time where the Property is located) by the date specified. If Buyer gives notice of termination within the time prescribed: (i) the Option Fee will not be refunded and Escrow Agent shall release any Option Fee remaining with Escrow Agent to Seller; and (ii) any earnest money will be refunded to Buyer.

C. FAILURE TO TIMELY DELIVER EARNEST MONEY: If Buyer fails to deliver the earnest money within the time required, Seller may terminate this contract or exercise Seller's remedies under Paragraph 15, or both, by providing notice to Buyer before Buyer delivers the earnest money.

D. FAILURE TO TIMELY DELIVER OPTION FEE: If no dollar amount is stated as the Option Fee or if Buyer fails to deliver the Option Fee within the time required, Buyer shall not have the unrestricted right to terminate this contract under this Paragraph 5.

E. TIME: **Time is of the essence for this paragraph and strict compliance with the time for performance is required.**

6. TITLE POLICY AND SURVEY:

A. TITLE POLICY: Seller shall furnish to Buyer at Seller's Buyer's expense an owner policy of title insurance (Title Policy) issued by: Elliott & Waldron Abstract Company (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:

(1) The standard printed exception for standby fees, taxes and assessments.

(2) Liens created as part of the financing described in Paragraph 3.

(3) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.

Initialed for Identification by Buyer DW and Seller [Signature]

TREC NO. 25-15

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

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Contract Concerning 0.9783 acres, more or less, John Cassidy Survey, AP# 136, Colorado County Page 3 of 11 11-07-2022
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(4) The standard printed exception as to marital rights.
 (5) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.
 (6) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements:
 (i) will not be amended or deleted from the title policy; or
 (ii) will be amended to read, "shortages in area" at the expense of Buyer Seller.
 (7) The exception or exclusion regarding minerals approved by the Texas Department of Insurance.

B. COMMITMENT: Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or 3 days before the Closing Date, whichever is earlier. If the Commitment and Exception Documents are not delivered within the time required, Buyer may terminate this contract and the earnest money will be refunded to Buyer.

C. SURVEY: The survey must be made by a registered professional land survey or acceptable to the Title Company and Buyer's lender(s). (Check one box only):
 (1) Within _____ days after the Effective Date of this contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property Affidavit promulgated by the Texas Department of Insurance (T-47 Affidavit). **If Seller fails to furnish the existing survey or affidavit within the time prescribed, Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date.** The existing survey will will not be recertified to a date subsequent to the Effective Date of this contract at the expense of Buyer Seller. If the existing survey is not approved by the Title Company or Buyer's lender(s), a new survey will be obtained at the expense of Buyer Seller no later than 3 days prior to Closing Date.
 (2) Within 30 days after the Effective Date of this contract, Buyer shall obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier.
 (3) Within _____ days after the Effective Date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer.
 (4) No survey is required.

D. OBJECTIONS: Buyer may object in writing to (i) defects, exceptions, or encumbrances to title disclosed on the survey other than items 6A(1) through (5) above; or disclosed in the Commitment other than items 6A(1) through (7) above; (ii) any portion of the Property lying in a special flood hazard area (Zone V or A) as shown on the current Federal Emergency Management Agency map; or (iii) any exceptions which prohibit the following use or activity: _____

Buyer must object the earlier of (i) the Closing Date or (ii) 10 days after Buyer receives the Commitment, Exception Documents, and the survey. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object, except that the requirements in Schedule C of the Commitment are not waived by Buyer. Provided Seller is not obligated to incur any expense, Seller shall cure any timely objections of Buyer or any third party lender within 15 days after Seller receives the objections (Cure Period) and the Closing Date will be extended as necessary. If objections are not cured within the Cure Period, Buyer may, by delivering notice to Seller within 5 days after the end of the Cure Period: (i) terminate this contract and the earnest money will be refunded to Buyer; or (ii) waive the objections. If Buyer does not terminate within the time required, Buyer shall be deemed to have waived the objections. If the Commitment or survey is revised or any new Exception Document(s) is delivered, Buyer may object to any new matter revealed in the revised Commitment or survey or new Exception Document(s) within the same time stated in this paragraph to make objections beginning when the revised Commitment, survey, or Exception Document(s) is delivered to Buyer.

E. EXCEPTION DOCUMENTS: Prior to the execution of the contract, Seller has provided Buyer with copies of the Exception Documents listed below or on the attached exhibit. Matters reflected in the Exception Documents listed below or on the attached exhibit will be permitted exceptions in the Title Policy and will not be a basis for objection to title:

Document	Date	Recording Reference
_____	_____	_____
_____	_____	_____

F. SURFACE LEASES: The following Surface Leases will be permitted exceptions in the Title Policy and will not be a basis for objection to title: _____

G. TITLE NOTICES:
 (1) ABSTRACT OR TITLE POLICY: Broker advises Buyer to have an abstract of title covering the

Initialed for identification by Buyer DW and Seller MC CE

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

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Contract Concerning 0.9783 acres, more or less, John Cassady Survey, AB# 138, Colorado County Page 4 of 11 11-07-2022
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Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.

- (2) **STATUTORY TAX DISTRICTS:** If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.
- (3) **TIDE WATERS:** If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.
- (4) **ANNEXATION:** If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.
- (5) **PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER:** Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing or purchase of the real property.
- (6) **PUBLIC IMPROVEMENT DISTRICTS:** If the Property is in a public improvement district, Seller must give Buyer written notice as required by §5.014, Property Code. An addendum containing the required notice shall be attached to this contract.
- (7) **TEXAS AGRICULTURAL DEVELOPMENT DISTRICT:** The Property is is not located in a Texas Agricultural Development District. For additional information contact the Texas Department of Agriculture.
- (8) **TRANSFER FEES:** If the Property is subject to a private transfer fee obligation, §5.205, Property Code, requires Seller to notify Buyer as follows: The private transfer fee obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code.
- (9) **PROPANE GAS SYSTEM SERVICE AREA:** If the Property is located in a propane gas system service area owned by a distribution system retailer, Seller must give Buyer written notice as required by §141.010, Texas Utilities Code. An addendum containing the notice approved by TREC or required by the parties should be used.
- (10) **NOTICE OF WATER LEVEL FLUCTUATIONS:** If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."
- (11) **REQUIRED NOTICES:** The following notices have been given or are attached to this contract (for example, MUD, WCID, PID notices): _____

7. PROPERTY CONDITION:

A. ACCESS, INSPECTIONS AND UTILITIES: Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Any hydrostatic testing must be separately authorized by Seller in writing. Seller at Seller's expense shall immediately cause existing utilities to be turned on and shall keep the utilities on during the time this contract is in effect.

NOTICE: Buyer should determine the availability of utilities to the Property suitable to satisfy Buyer's needs.

B. SELLER'S DISCLOSURE NOTICE PURSUANT TO §5.008, TEXAS PROPERTY CODE (Notice):
(Check one box only)

- (1) Buyer has received the Notice.
- (2) Buyer has not received the Notice. Within _____ days after the Effective Date of this contract, Seller shall deliver the Notice to Buyer. If Buyer does not receive the Notice, Buyer may terminate this contract at any time prior to the closing and the earnest money will be refunded to Buyer. If Seller delivers the Notice, Buyer may terminate this contract for any reason within 7 days after Buyer receives the Notice or prior to the closing, whichever first occurs, and the earnest money will be refunded to Buyer.
- (3) The Texas Property Code does not require this Seller to furnish the Notice.

Initialed for Identification by Buyer DN and Seller MLL

TREC NO. 25-15

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
July 24, 2023**

Contract Concerning 0.9783 acres, more or less, John Cassidy Survey, AB# 138, Colorado County Page 5 of 11 11-07-2022
(Address of Property)

C. SELLER'S DISCLOSURE OF LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS is required by Federal law for a residential dwelling constructed prior to 1978.

D. ACCEPTANCE OF PROPERTY CONDITION: "As Is" means the present condition of the Property with any and all defects and without warranty except for the warranties of title and the warranties in this contract. Buyer's agreement to accept the Property As Is under Paragraph 7D(1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any.

(Check one box only)

(1) Buyer accepts the Property As Is.

(2) Buyer accepts the Property As Is provided Seller, at Seller's expense, shall complete the following specific repairs and treatments: _____

(Do not insert general phrases, such as "subject to inspections," that do not identify specific repairs and treatments.)

E. COMPLETION OF REPAIRS AND TREATMENTS: Unless otherwise agreed in writing, Seller shall complete all agreed repairs and treatments prior to the Closing Date and obtain any required permits. The repairs and treatments must be performed by persons who are licensed to provide such repairs or treatments or, if no license is required by law, are commercially engaged in the trade of providing such repairs or treatments. Seller shall: (i) provide Buyer with copies of documentation from the repair person(s) showing the scope of work and payment for the work completed; and (ii) at Seller's expense, arrange for the transfer of any transferable warranties with respect to the repairs to Buyer at closing. If Seller fails to complete any agreed repairs prior to the Closing Date, Buyer may exercise remedies under Paragraph 15 or extend the Closing Date up to 5 days if necessary for Seller to complete repairs.

F. LENDER REQUIRED REPAIRS AND TREATMENTS: Unless otherwise agreed in writing, neither party is obligated to pay for lender required repairs, which includes treatment for wood destroying insects. If the parties do not agree to pay for the lender required repairs or treatments, this contract will terminate and the earnest money will be refunded to Buyer. If the cost of lender required repairs and treatments exceeds 5% of the Sales Price, Buyer may terminate this contract and the earnest money will be refunded to Buyer.

G. ENVIRONMENTAL MATTERS: Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.

H. SELLER'S DISCLOSURE:

(1) Seller is is not aware of any flooding of the Property which has had a material adverse effect on the use of the Property.

(2) Seller is is not aware of any pending or threatened litigation, condemnation, or special assessment affecting the Property.

(3) Seller is is not aware of any environmental hazards that materially and adversely affect the Property.

(4) Seller is is not aware of any dumpsite, landfill, or underground tanks or containers now or previously located on the Property.

(5) Seller is is not aware of any wetlands, as defined by federal or state law or regulation, affecting the Property.

(6) Seller is is not aware of any threatened or endangered species or their habitat affecting the Property.

(7) Seller is is not aware that the Property is located wholly partly in a floodplain.

(8) Seller is is not aware that a tree or trees located on the Property has oak wilt.

If Seller is aware of any of the items above, explain (attach additional sheets if necessary): _____

I. RESIDENTIAL SERVICE CONTRACTS: Buyer may purchase a residential service contract from a provider or administrator licensed by the Texas Department of Licensing and Regulation. If Buyer purchases a residential service contract, Seller shall reimburse Buyer at closing for the cost of the residential service contract in an amount not exceeding \$_____. Buyer should review any residential service contract for the scope of coverage, exclusions and limitations. **The purchase of a residential service contract is optional. Similar coverage may be purchased from various companies authorized to do business in Texas.**

J. GOVERNMENT PROGRAMS: The Property is subject to the government programs listed below or on the attached exhibit: _____

Seller shall provide Buyer with copies of all governmental program agreements. Any allocation or proration of payment under governmental programs is made by separate agreement between the parties which will survive closing.

8. BROKERS AND SALES AGENTS:

A. BROKER OR SALES AGENT DISCLOSURE: Texas law requires a real estate broker or sales agent who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the broker or sales agent owns more than 10%, or a trust for which the broker or sales agent acts as a trustee or of which the broker or sales agent or the broker or sales agent's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: _____

B. BROKERS' FEES: All obligations of the parties for payment of brokers' fees are contained in separate written agreements.

Initialed for Identification by Buyer DW and Seller [Signature]

TREC NO. 25-15

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9. CLOSING:

- A. The closing of the sale will be on or before August 11, 2023, or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.
- B. At closing:
- (1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6, an assignment of Leases, and furnish tax statements or certificates showing no delinquent taxes on the Property.
 - (2) Buyer shall pay the Sales Price in good funds acceptable to the Escrow Agent.
 - (3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents, transfer of any warranties, and other documents reasonably required for the closing of the sale and the issuance of the Title Policy.
 - (4) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be in default.
 - (5) Private transfer fees (as defined by Chapter 5, Subchapter G of the Texas Property Code) will be the obligation of Seller unless provided otherwise in this contract. Transfer fees assessed by a property owners' association are governed by the Addendum for Property Subject to Mandatory Membership in a Property Owners Association.

10. POSSESSION:

- A. BUYER'S POSSESSION: Seller shall deliver to Buyer possession of the Property in its present or required condition, ordinary wear and tear excepted: upon closing and funding according to a temporary residential lease form promulgated by TREC or other written lease required by the parties. Any possession by Buyer prior to closing or by Seller after closing which is not authorized by a written lease will establish a tenancy at sufferance relationship between the parties. **Consult your insurance agent prior to change of ownership and possession because insurance coverage may be limited or terminated. The absence of a written lease or appropriate insurance coverage may expose the parties to economic loss.**
- B. SMART DEVICES: "Smart Device" means a device that connects to the Internet to enable remote use, monitoring, and management of: (i) the Property; (ii) items identified in any Non-Realty Items Addendum; or (iii) items in a Fixture Lease assigned to Buyer. At the time Seller delivers possession of the Property to Buyer, Seller shall:
- (1) deliver to Buyer written information containing all access codes, usernames, passwords, and applications Buyer will need to access, operate, manage, and control the Smart Devices; and
 - (2) terminate and remove all access and connections to the Improvements and accessories from any of Seller's personal devices including but not limited to phones and computers.

11. SPECIAL PROVISIONS: (This paragraph is intended to be used only for additional informational items. An informational item is a statement that completes a blank in a contract form, discloses factual information, or provides instructions. Real estate brokers and sales agents are prohibited from practicing law and shall not add to, delete, or modify any provision of this contract unless drafted by a party to this contract or a party's attorney.) Buyer agrees to replace fencing disturbed during the project with like materials; and remove and place two cable spools on Seller's property

12. SETTLEMENT AND OTHER EXPENSES:

- A. The following expenses must be paid at or prior to closing:
- (1) Expenses payable by Seller (Seller's Expenses):
 - (a) Releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; and other expenses payable by Seller under this contract.
 - (b) Seller shall also pay an amount not to exceed \$_____ to be applied in the following order: Buyer's Expenses which Buyer is prohibited from paying by FHA, VA, Texas Veterans Land Board or other governmental loan programs, and then to other Buyer's Expenses as allowed by the lender.
 - (2) Expenses payable by Buyer (Buyer's Expenses) Appraisal fees; loan application fees; origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; loan title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; Private Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; and other expenses payable by Buyer under this contract.
- B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.

13. PRORATIONS AND ROLLBACK TAXES:

- A. PRORATIONS: Taxes for the current year, interest, rents, and regular periodic maintenance fees, assessments, and dues (including prepaid items) will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will

Initialed for Identification by Buyer DW and Seller [Signature]

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affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year. Rentals which are unknown at time of closing will be prorated between Buyer and Seller when they become known.

B. **ROLLBACK TAXES:** If this sale or Buyer's use of the Property after closing results in the assessment of additional taxes, penalties or interest (Assessments) for periods prior to closing, the Assessments will be the obligation of Buyer. If Assessments are imposed because of Seller's use or change in use of the Property prior to closing, the Assessments will be the obligation of Seller. Obligations imposed by this paragraph will survive closing.

14. CASUALTY LOSS: If any part of the Property is damaged or destroyed by fire or other casualty after the Effective Date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer, (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds, if permitted by Seller's insurance carrier, and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.

15. DEFAULT: If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If Seller fails to comply with this contract for any other reason, Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.

16. MEDIATION: It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

17. ATTORNEY'S FEES: A Buyer, Seller, Listing Broker, Other Broker, or Escrow Agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.

18. ESCROW:

A. **ESCROW:** The Escrow Agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as Escrow Agent. Escrow Agent may require any disbursement made in connection with this contract to be conditioned on Escrow Agent's collection of good funds acceptable to Escrow Agent.

B. **EXPENSES:** At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, Escrow Agent may: (i) require a written release of liability of the Escrow Agent from all parties before releasing any earnest money; and (ii) require payment of unpaid expenses incurred on behalf of a party. Escrow Agent may deduct authorized expenses from the earnest money payable to a party. "Authorized expenses" means expenses incurred by Escrow Agent on behalf of the party entitled to the earnest money that were authorized by this contract or that party.

C. **DEMAND:** Upon termination of this contract, either party or the Escrow Agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the Escrow Agent. If either party fails to execute the release, either party may make a written demand to the Escrow Agent for the earnest money. If only one party makes written demand for the earnest money, Escrow Agent shall promptly provide a copy of the demand to the other party. If Escrow Agent does not receive written objection to the demand from the other party within 15 days, Escrow Agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and Escrow Agent may pay the same to the creditors. If Escrow Agent complies with the provisions of this paragraph, each party hereby releases Escrow Agent from all adverse claims related to the disbursement of the earnest money.

D. **DAMAGES:** Any party who wrongfully fails or refuses to sign a release acceptable to the Escrow Agent within 7 days of receipt of the request will be liable to the other party for (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.

E. **NOTICES:** Escrow Agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by Escrow Agent.

Initialed for Identification by Buyer DW and Seller JPC

TREC NO. 25-15

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

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Contract Concerning 0.9783 acres, more or less, John Cassidy Survey, AB# 138, Colorado County Page 8 of 11 11-07-2022
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19. REPRESENTATIONS: All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.

20. FEDERAL TAX REQUIREMENTS: If Seller is a "foreign person," as defined by Internal Revenue Code and its regulations, or if Seller fails to deliver an affidavit or a certificate of non-foreign status to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.

21. NOTICES: All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by fax or electronic transmission as follows:

To Buyer at: <u>Doug Wessels, Commissioner Pot. 1</u>	To Seller at: <u>Jeffery Cardiff and Christine Cardiff</u>
<u>P.O. Box 128, Rock Island, Texas 77470</u>	<u>28403 Meadow Lane, Katy, Texas 77494</u>
Phone: <u>(979) 768-4041</u>	Phone: <u>(713) 820-6119</u>
E-mail/Fax: <u>doug.wessels@co.colorado.tx.us</u>	E-mail/Fax: <u>jeff.cardiff@ocp.com</u>
E-mail/Fax: <u>(979) 234-2071</u>	E-mail/Fax: _____
With a copy to Buyer's agent at: _____	With a copy to Seller's agent at: _____

22. AGREEMENT OF PARTIES: This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are (check all applicable boxes):

<input type="checkbox"/> Third Party Financing Addendum <input type="checkbox"/> Seller Financing Addendum <input type="checkbox"/> Addendum for Property Subject to Mandatory Membership in a Property Owners Association <input type="checkbox"/> Buyer's Temporary Residential Lease <input type="checkbox"/> Loan Assumption Addendum <input type="checkbox"/> Addendum for Sale of Other Property by Buyer <input type="checkbox"/> Addendum for "Back-Up" Contract <input type="checkbox"/> Addendum for Coastal Area Property <input type="checkbox"/> Addendum for Authorizing Hydrostatic Testing <input type="checkbox"/> Addendum Concerning Right to Terminate Due to Lender's Appraisal <input type="checkbox"/> Addendum for Reservation of Oil, Gas and Other Minerals <input type="checkbox"/> Addendum containing Notice of Obligation to Pay Improvement District Assessment	<input type="checkbox"/> Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum <input type="checkbox"/> Seller's Temporary Residential Lease <input type="checkbox"/> Short Sale Addendum <input type="checkbox"/> Addendum for Property Located Seaward of the Gulf Intracoastal Waterway <input type="checkbox"/> Addendum for Seller's Disclosure of Information on Lead-based Paint and Lead-based Paint Hazards as Required by Federal Law <input type="checkbox"/> Addendum for Property in a Propane Gas System Service Area <input type="checkbox"/> Addendum Regarding Residential Leases <input type="checkbox"/> Addendum Regarding Fixture Leases <input type="checkbox"/> Other (list): _____
---	---

Initialed for Identification by Buyer DW and Seller JC CC

TREC NO. 25-15

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
July 24, 2023**

Contract Concerning <u>0.9783 acres, more or less, John Cassidy Survey, AB# 138, Colorado County</u> Page 10 of 11 11-07-2022 (Address of Property)	
RATIFICATION OF FEE	
Listing Broker has agreed to pay Other Broker <u>N/A</u> of the total Sales Price when Listing Broker's fee is received. Escrow Agent is authorized and directed to pay Other Broker from Listing Broker's fee at closing.	
Other Broker: By: _____	Listing Broker: By: _____
BROKER INFORMATION AND AGREEMENT FOR PAYMENT OF BROKERS' FEES	
Other Broker _____ License No. _____	Listing or Principal Broker _____ License No. _____
Associate's Name _____ License No. _____	Listing Associate's Name _____ License No. _____
Team Name _____	Team Name _____
Associate's Email Address _____ Phone _____	Listing Associate's Email Address _____ Phone _____
Licensed Supervisor of Associate _____ License No. _____	Licensed Supervisor of Listing Associate _____ License No. _____
Other Broker's Office Address _____ Phone _____	Listing Broker's Office Address _____ Phone _____
City _____ State _____ Zip _____	City _____ State _____ Zip _____
represents <input type="checkbox"/> Buyer only as Buyer's agent <input type="checkbox"/> Seller as Listing Broker's subagent	Selling Associate _____ License No. _____
	Team Name _____
	Selling Associate's Email Address _____ Phone _____
	Licensed Supervisor of Selling Associate _____ License No. _____
	Selling Associate's Office Address _____
	City _____ State _____ Zip _____
	represents <input type="checkbox"/> Seller only <input type="checkbox"/> Buyer only <input type="checkbox"/> Seller and Buyer as an Intermediary
Upon closing of the sale by Seller to Buyer of the Property described in the contract to which this fee agreement is attached: (a) <input type="checkbox"/> Seller <input type="checkbox"/> Buyer will pay Listing/Principal Broker <input type="checkbox"/> a cash fee of \$ _____ or <input type="checkbox"/> _____ % of the total Sales Price; and (b) <input type="checkbox"/> Seller <input type="checkbox"/> Buyer will pay Other Broker <input type="checkbox"/> a cash fee of \$ _____ or <input type="checkbox"/> _____ % of the total Sales Price. Seller/Buyer authorizes and directs Escrow Agent to pay the brokers from the proceeds at closing.	
DO NOT SIGN IF THERE IS A SEPARATE AGREEMENT FOR PAYMENT OF BROKERS' FEES. Brokers' fees are negotiable. Brokers' fees or the sharing of fees between brokers are not fixed, controlled, recommended, suggested or maintained by the Texas Real Estate Commission.	
Seller _____	Buyer _____
Seller _____	Buyer _____

**MINUTES OF THE COLORADO COUNTY
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OPTION FEE RECEIPT			
Receipt of \$ _____ (Option Fee) in the form of _____ is acknowledged.			
Escrow Agent _____			Date _____
EARNEST MONEY RECEIPT			
Receipt of \$ <u>500.00</u> Earnest Money in the form of <u>Check # 00129630</u> is acknowledged.			
Escrow Agent <u>Elliott & Waldron</u>		Received by <u>Levi G.</u>	Date/Time <u>7-19-23</u>
Address <u>P.O. Box 428 - 315 Walnut St</u>		Email Address <u>emily@ewabstract.com</u>	Phone <u>979-732-2213</u>
City <u>Columbus</u>	State <u>Texas</u>	Zip <u>78934</u>	Fax <u>979-732-6096</u>
CONTRACT RECEIPT			
Receipt of the Contract is acknowledged.			
Escrow Agent <u>E & W</u>		Received by <u>Levi G.</u>	Date <u>7-19-23</u>
Address <u>P.O. Box 428 - 315 Walnut</u>		Email Address <u>emily@ewabstract.com</u>	Phone <u>979-732-2213</u>
City <u>Columbus</u>	State <u>Texas</u>	Zip <u>78934</u>	Fax <u>979-732-6096</u>
ADDITIONAL EARNEST MONEY RECEIPT			
Receipt of \$ _____ additional Earnest Money in the form of _____ is acknowledged.			
Escrow Agent _____			Date/Time _____
Received by _____			Email Address _____
Address _____			Phone _____
City _____	State _____	Zip _____	Fax _____

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23. CONSULT AN ATTORNEY BEFORE SIGNING: TREC rules prohibit real estate brokers and sales agents from giving legal advice. READ THIS CONTRACT CAREFULLY.

Buyer's Attorney Is: _____	Seller's Attorney Is: _____
Phone: () _____	Phone: () _____
Fax: () _____	Fax: () _____
E-mail: _____	E-mail: _____

EXECUTED the 18 day of July, 2023 (Effective Date).
(BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)

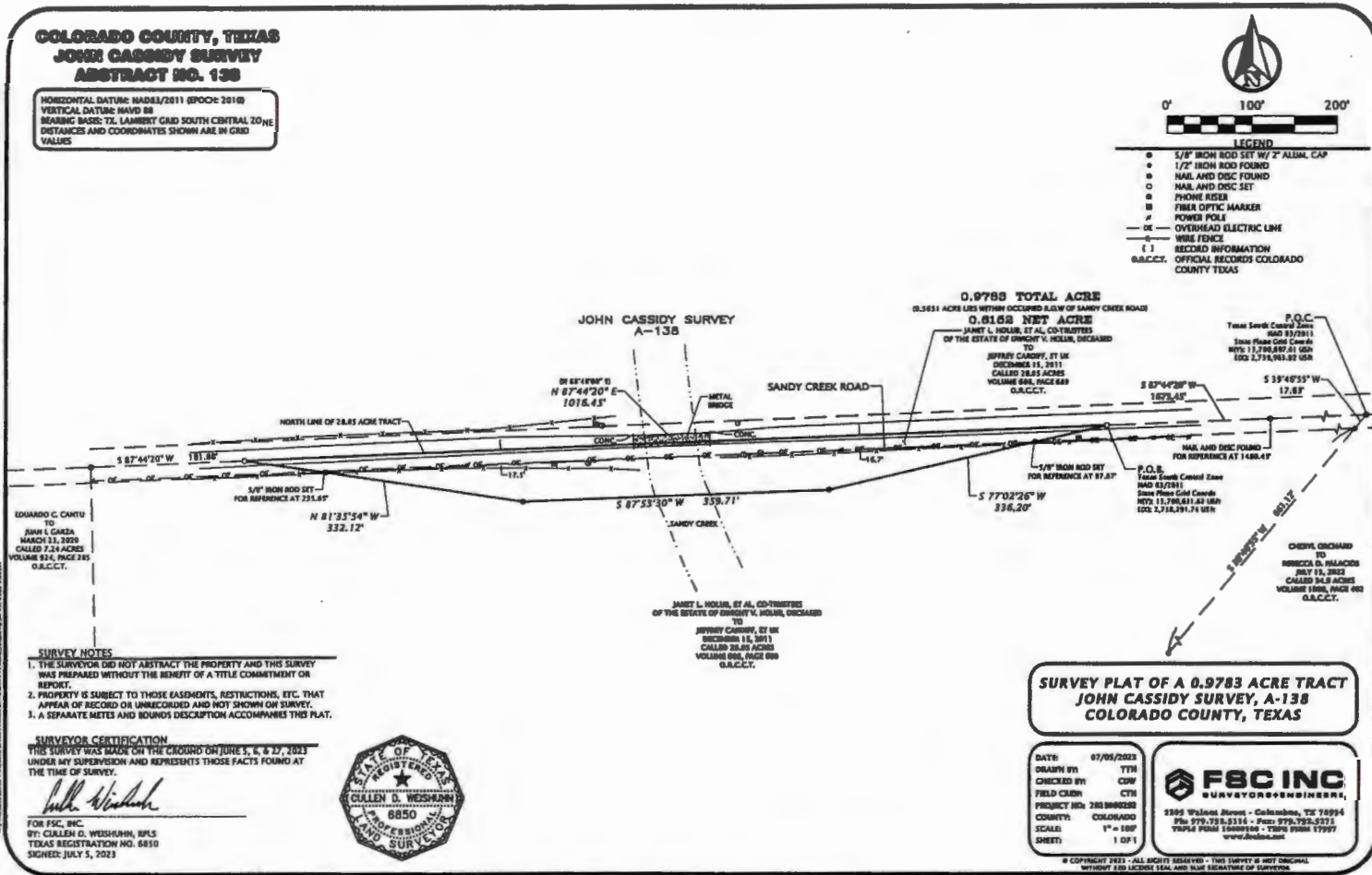
<p><i>Doug Wessels</i> Buyer <u>Doug Wessels, Commissioner Pct. 1</u></p>	<p><i>Jeffery Carliff</i> Seller <u>Jeffery Carliff</u></p>
<p>Buyer _____</p>	<p><i>Christine Carliff</i> Seller <u>Christine Carliff</u></p>

 The form of this contract has been approved by the Texas Real Estate Commission. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (<http://www.trec.texas.gov>) TREC NO. 25-15. This form replaces TREC NO. 25-14.

MINUTES OF THE COLORADO COUNTY

COMMISSIONER'S COURT REGULAR MEETING

July 24, 2023



**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
July 24, 2023**



**DRIVING PERFORMANCE.
DELIVERING RESULTS.**

TBPLS Firm 10000100
TBPE Firm 17957

COLORADO COUNTY, TEXAS
JOHN CASSIDY SURVEY, ABSTRACT NO. 138

DESCRIPTION OF 0.9783 ACRE TRACT OF LAND OUT OF THE JOHN CASSIDY SURVEY, ABSTRACT NO. 138, COLORADO COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 28.85 ACRE TRACT OF LAND DESCRIBED IN A DEED DATED DECEMBER 15, 2011 FROM JANET L. HOLUB, ET AL., CO-TRUSTEES OF THE ESTATE OF DWIGHT V. HOLUB, DECEASED TO JEFFERY CARDIFF, ET UX, AS RECORDED IN VOLUME 686, PAGE 689, OF THE OFFICIAL RECORDS OF COLORADO COUNTY, TEXAS FOR WHICH REFERENCE IS MADE AND THE SAID 0.9783 ACRE TRACT BEING DESCRIBED BY THE METES AND BOUNDS AS FOLLOWS:

COMMENCING at a nail and disc found [Grid Coordinates: N 13,700,697.61 USft E 2,739,963.92 USft] for the Northeast corner of said 28.85 acre parent tract, same being a Northwesterly corner of a called 34.9 acre tract of land described in a deed dated July 13, 2022 from Cheryl Orchard to Rebecca D. Palacios, as recorded in Volume 1008, Page 402, of the Official Records of Colorado County, Texas, and lying within the margins of Sandy Creek Road, from which a 1/2 inch iron rod found for reference in the occupied South Right-Of-Way of Sandy Creek Road bears South 39° 46' 55" West, 17.63 feet, also from which a 1/2 inch iron rod found for the Southeast corner of said 28.85 acre parent tract, same being an interior corner of said 34.9 acre tract bears, South 39° 46' 55" West, 661.12 feet;

THENCE South 87° 44' 20" West along the North line of said 28.85 acre parent tract, within the margins of Sandy Creek Road, at 1480.45 feet passing a nail and disc found for reference, continuing for a total distance of 1673.45 feet to a nail and disc set for the Northeast corner and the POINT OF BEGINNING of the herein described tract [Grid Coordinates: N 13,700,631.62 USft E 2,738,291.74 USft];

THENCE over and across said 28.85 acre parent tract, the following courses and distances:

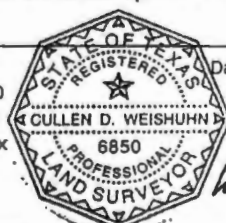
- South 77° 02' 26" West at 87.87 feet passing a 5/8 inch iron rod set with cap for reference and in the occupied South Right-Of-Way of Sandy Creek Road, continuing for a total distance of 336.20 feet to a 5/8 inch iron rod set with cap for the Southeast corner of the herein described tract;
- South 87° 53' 30" West a distance of 359.71 feet to a 5/8 inch iron rod set with cap for the Southwest corner of the herein described tract;
- North 81° 35' 54" West at 235.65 feet passing a 5/8 inch iron rod set with cap for reference in the South Right-Of-Way line of Sandy Creek Road, continuing for a total distance of 332.12 feet to a nail and disc set for the Northwest corner of the herein described tract, lying within the margins of Sandy Creek Road, from which a nail and disc found for the Northwest corner of said 28.85 acre tract, same being the Northeast corner of a called 7.24 acre tract of land described as "Tract 57" in a deed dated March 23, 2020 from Eduardo O. Cantu to Juan I. Garza, as recorded in Volume 924, Page 285, of the Official Records of Colorado County, Texas bears, South 87° 44' 20" West, 181.88 feet;

THENCE North 87° 44' 20" East (called North 88° 48' 00" East) along the North line of said 28.85 acre parent tract within the margins of Sandy Creek Road, 1016.45 feet to the POINT OF BEGINNING and containing 0.9783 TOTAL ACRE, 0.3631 acre of land lying within the margins of Sandy Creek Road, leaving 0.6152 NET ACRE of land, more or less.

1. Bearing Basis: Texas Lambert Grid, Texas South Central Zone, NAD 83/2011 (EPOCH: 2010)
2. All distances are and coordinates shown are in grid values.
3. Any reference to a 5/8" iron rod set w/cap is a 5/8" iron rebar 24" inches long and set with a 2" aluminum cap stamped "FSC INC - TX FIRM #10000100".

This metes and bound description and plat attached hereto represent an on-the-ground survey made under my supervision on June 5, 6, & 27, 2023.

Cullen D. Weishuhn
Registered Professional Land Surveyor No. 6850
Project No. 2023060292
Word File: 2023060292_0.9783_acre_m&b.docx
ACAD File: 2023060292_final.dwg



Date: July 5, 2023

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

July 24, 2023

- _11. Application for Limited Land Division submitted by Carl Kloesel and Leslie Kloesel to subdivide 19.60 acres out of a 37.259 acre tract out of the Henry Austin Five League Grant, Abstract No. 4, Precinct No. 2. (Brandt)

Commissioner Brandt stated that this is off County Road 202 on the northeast side of Weimar.

Motion by Commissioner Brandt to approve an application for Limited Land Division submitted by Carl Kloesel and Leslie Kloesel to subdivide 19.60 acres out of a 37.259 acre tract out of the Henry Austin Five League Grant, Abstract No. 4, Precinct No. 2; seconded by Commissioner Wessels; 5 ayes 0 nays; motion carried; it was so ordered.

(See Attachment)

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

July 24, 2023

FILED FOR RECORD
COLORADO COUNTY, TX

2023 JUL 19 AM 11:32

KIMBERLY MENKE
COUNTY CLERK

APPLICATION FOR LIMITED LAND DIVISION
IN COLORADO COUNTY, TEXAS

Name of person(s) dividing property: Carl Kloesel and Leslie Kloesel
Address: Carl - 1202 CR 202, Weimar Leslie - 407 W. Huvur, Weimar
Work phone: Carl - 979-561-6545 Home phone: Leslie - 979-561-6545
Precinct where property located: 2 Pct. Commissioner: Ryan Brandt
Size of Original Tract before division: 37.259 acres
Size of Remainder Tract after division: 17.659 acres
Size of each new lot: 1. 7.10 acres 2. 12.50 acres
3. _____ acres 4. _____ acres
Surveyor's Name: Texas Land Systems
Surveyor's Address: 3554 FM 109, Columbus
Surveyor's work phone: 979-732-2086
Has there been a prior Limited Land Division of the Original Tract? No
If so, state the number of tracts and date divided: _____

I am the owner of 37.259 acres of land (size of original tract) out of the
Henry Austin Five League Grant Survey,
Abstract # 4, Colorado County, Texas, which was conveyed to
me by deed, dated September 30, 2004, and recorded in Volume
474, Page 342, Colorado County Deed/Official Records.

I seek approval to subdivide 19.60 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**

July 24, 2023

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.

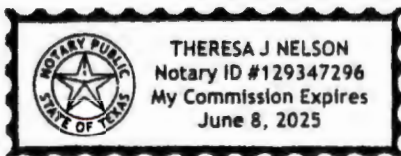
I represent that the new lots that are created by this Limited Land Division are not within the boundaries of any municipality's city limits or area of extra-territorial jurisdiction. (The extra-territorial jurisdiction is within ½ mile of a city of less than 5,000 people and within one mile of a city 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.

Col Kloesel
Applicant's Signature

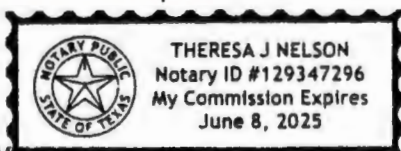
SWORN TO AND SUBSCRIBED before me on this the 17th day of July, 2023.



Theresa J. Nelson
Notary Public, State of Texas

Col Kloesel
Applicant's Signature

SWORN TO AND SUBSCRIBED before me on this the 18th day of July, 2023.



Theresa J. Nelson
Notary Public, State of Texas

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

July 24, 2023

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 *visible on the ground at the time of survey.*
- Buildings and ponds (approximate location)
- Name and address of owner
- Name and address of surveyor/engineer
- Floodplain area and boundary
- Scale as appropriate, but not greater than 1 inch = 400 feet
- Plat size: 8 1/2 x 14 with 1/2 inch margin at the top and 1/4 inch margin on sides

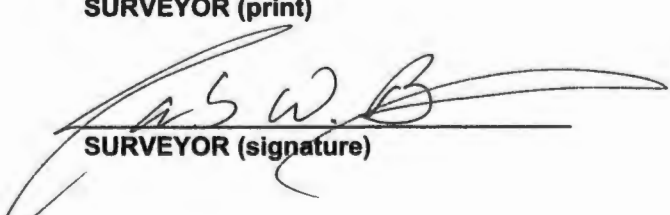
Certification by surveyor: "I, Jacob W. Barten, a Texas Registered Professional Land Surveyor, certify that this plat has been prepared in accordance with the Subdivision Rules of Colorado County. All ~~existing~~ pipeline easements within the limits of the subdivision have been shown."

visibl

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 # 48089C0225D, dated 2/4/2011."

Jacob W. Barten
SURVEYOR (print)


SURVEYOR (signature)

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

July 24, 2023

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 July, A.D., 2023, 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 07-24-2023

WITNESS MY HAND AND SEAL OF OFFICE this the 24th day of July, 2023.



COUNTY JUDGE
COLORADO COUNTY, TEXAS

Kimberly Menke

COUNTY CLERK
COLORADO COUNTY, TEXAS

By: *Michelle Kollmann*

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 25th day of July, 2023, and duly recorded on the 27th day of July, 2023, in the Official Records of Colorado County, Texas, in Volume 1041, Page 38.

Kimberly Menke

COUNTY CLERK, COLORADO COUNTY, TEXAS

By: *J. Martinez*

Deputy Clerk



**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
July 24, 2023**

**TEXAS LAND SYSTEMS
Surveying & Mapping**

STATE OF TEXAS

PROJECT NO. 062323-047

COUNTY OF COLORADO

DATE: JULY 7, 2023

Tract 1

Being a 7.100 acre tract of land located in the Henry Austin Five League Grant, Abstract No. 4 in Colorado County, Texas; and being a part or portion of that land described as 37.259 acres in Deed dated September 30, 2004 from the Secretary of Veterans Affairs to Carl Kloesel and wife, Leslie Kloesel, as recorded in Volume 474, Page 342 of the Colorado County Official Records, to which reference is made for all purposes; said 7.100 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a ½" iron rod found in the South line of County Road No. 202 for the Northeast corner of a 1.00 acre tract of land conveyed to Michelle Sonnier in Volume 914, Page 423 of the Colorado County Official Records, same being the Northwest corner of the 37.259 acre parent tract and the Northwest corner of the herein described tract.

THENCE with the South line of said road, same being the North line of the parent tract, **N89°17'00"E** a distance of **446.29** feet to a ½" iron rod set for the Northeast corner of the herein described tract.

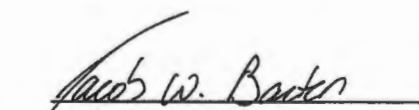
THENCE departing from said road and severing this tract from the parent tract the following courses and distances;

- **S35°44'18"E** a distance of **22.55** feet to a ½" iron rod set for corner.
- **S05°29'00"W** a distance of **682.00** feet to a ½" iron rod set for corner.
- **S32°20'28"W** a distance of **16.43** feet to a ½" iron rod set for corner.
- **N84°41'30"W** a distance of **66.10** feet to a ½" iron rod set for corner.
- **S60°29'00"W** a distance of **29.60** feet to a ½" iron rod set for corner.
- **S08°47'00"W** a distance of **18.26** feet to a ½" iron rod set for corner.
- **WEST** a distance of **289.58** feet to a ½" iron rod set in the West line of the 37.259 acre parent tract for the Southwest corner of the herein described tract, and being **N00°07'11"W** a distance of **636.58** feet from a ½" iron rod found for the Southwest corner of said parent tract.

THENCE with the West line of said parent tract, **N00°07'11"W** (Called NORTH) a distance of **732.00** feet to the **PLACE OF BEGINNING** containing 7.100 acres of land.

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

Survey Plat accompanies this metes and bounds description.


Jacob W. Barten
R.P.L.S. 6337
Firm Registration No. 10193708



**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
July 24, 2023**

**TEXAS LAND SYSTEMS
Surveying & Mapping**

STATE OF TEXAS

PROJECT NO. 062323-047

COUNTY OF COLORADO

DATE: JULY 7, 2023

Tract 2

Being a 12.500 acre tract of land located in the Henry Austin Five League Grant, Abstract No. 4 in Colorado County, Texas; and being a part or portion of that land described as 37.259 acres in Deed dated September 30, 2004 from the Secretary of Veterans Affairs to Carl Kloesel and wife, Leslie Kloesel, recorded in Volume 474, Page 342 of the Colorado County Official Records, to which reference is made for all purposes; said 12.500 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a ½" iron rod found in the South line of County Road No. 202 for the Northwest corner of a 2.00 acre tract of land conveyed to Jimmie Dell Meyer, Jr. in Volume 895, Page 241 of the Colorado County Official Records, same being the Northeast corner of the 37.259 acre parent tract and the Northeast corner of the herein described tract.

THENCE with the West line of the Meyer tract, **S00°07'01"E** a distance of **429.77 feet** (Called S00°02'15"E 429.79') to a ½" iron rod found for the Southwest corner of the Meyer tract, same being an interior corner of the herein described tract.

THENCE **N89°16'45"E** a distance of **199.20 feet** (Called S89°09'00"E 200.00') to a point in the West line of a 1.00 acre tract of land conveyed to Randall R. Gallaher in Volume 258, Page 472 of the Colorado County Official Records, from which a found ½" iron rod bears **N89°16'45"E** a distance of 0.63 feet.

THENCE **S00°03'52"W** a distance of **4.99 feet** to a 1" iron pipe found for the Southwest corner of said Gallaher tract same being a common corner of that 6.992 acre tract of land conveyed to Justin Rosenauer in Volume 1027, Page 30 of the Colorado County Official Records.

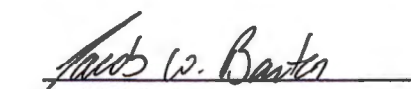
THENCE **S00°03'52"W** with the West line of said Rosenauer tract a distance of **480.78 feet** to a ½" iron rod set for the Southeast corner of the herein described tract, from which a found ½" iron rod for the Southeast corner of said 37.259 acre parent tract bears **S00°03'52"W** a distance of 354.87 feet.

THENCE diverging from the East line and severing this tract from the parent tract, **N75°50'06"W** a distance of **832.95 feet** to a ½" iron rod set for the Southwest corner of the herein described tract.

THENCE **N05°19'00"E** a distance of **685.00 feet** to a ½" iron rod set for angle point and **N40°25'00"E** a distance of **27.00 feet** to a ½" iron rod set in the South line of County Road No. 202, same being the Northwest corner of the herein described tract.

THENCE with the South line of said count road, **N89°17'00"E** (Basis of Bearing) a distance of **527.17 feet** to the **PLACE OF BEGINNING** containing 12.500 acres of land.

This survey is valid for this transaction only. All original prints paid for by the client and supplied to the client remain the property of the client. Texas Land Systems retains copyright to all survey documents produced. No part of this document may be reproduced or altered. Survey Plat accompanies this metes and bounds description.


Jacob W. Barten
R.P.L.S. 6337
Firm Registration No. 10193708



MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

July 24, 2023

3275
FILED FOR RECORD
COLORADO COUNTY, TX

2023 JUL 25 PM 3:27

KIMBERLY MENKE
COUNTY CLERK

MK

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

JUL 27 2023



Kimberly Menke
KIMBERLY MENKE
COUNTY CLERK, COLORADO COUNTY, TEXAS

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

July 24, 2023

- _12. Discussion and possible action regarding the exchange of other real property for the County property presently used as the Precinct 2 satellite precinct yard, located at the northeast corner of West Second and Avenue J in Sheridan, Texas, being 3.278 acres in the M. E. Conlee Survey, Abstract No. 691, Precinct No. 2. (Brandt)

Commissioner Brandt stated that the current satellite precinct yard was used to store stockpiles, mowers, and shredders. The new proposed yard would have county road frontage, electricity, two new buildings as well as fences and gates. The appraisal and acreage on the two properties is the same.

Motion by Commissioner Brandt to approve the exchange of other real property for the County property presently used as the Precinct 2 satellite precinct yard, located at the northeast corner of West Second and Avenue J in Sheridan, Texas, being 3.278 acres in the M. E. Conlee Survey, Abstract No. 691, Precinct No. 2; seconded by Commissioner Wessels; 5 ayes 0 nays; motion carried; it was so ordered.

(See Attachment)

MINUTES OF THE COLORADO COUNTY COMMISSIONER'S COURT REGULAR MEETING

July 24, 2023

COLORADO COUNTY APPRAISAL DISTRICT
 PROPERTY 102348 R 05/31/2023
 Legal Description
 A-847 W KINGSBERRY 3.278 AC

OWNER ID
 72939
 OWNERSHIP
 100.00%

PROPERTY APPRAISAL INFORMATION 2023
 SPLASHWAY LLC
 P O BOX 85
 SHERIDAN, TX 77475-0085 US

Entities
 C 100%
 CAD 100%
 GCD 100%
 RH 100%
 RS 100%

Values
 IMPROVEMENTS 0
 LAND MARKET + 59,000
 MARKET VALUE = 59,000
 PRODUCTIVITY LOSS - 58,670
 APPRAISED VALUE = 330
 HS CAP LOSS - 0
 ASSESSED VALUE = 330

2084700100000

Ref ID2: 2
 Map ID 144L

ACRES: 3.2780
 EFF. ACRES:

APPR VAL METHOD: Cost

SITUS

UTILITIES
 TOPOGRAPHY 0
 ROAD ACCESS
 ZONING
 BUILDER
 NEXT REASON
 REMARKS

GENERAL
 LAST APPR. JB
 LAST APPR. YR 2021
 LAST INSP. DATE 01/05/2020
 NEXT INSP. DATE

SKETCH COMMANDS

BUILDING PERMITS

ISSUE DT PERMIT TYPE PERMIT AREA ST PERMIT VAL

SALE DT PRICE GRANTOR DEED INFO
 05/25/2023 ***** D / 1035 / 866

SUBD: A-847 100.00% NBHD:

IMPROVEMENT INFORMATION

IMPROVEMENT FEATURES

#	TYPE	DESCRIPTION	MTHD	CLASS/SUBCL	AREA	UNIT PRICE	UNITS	BUILT	EFF YR	COND. VALUE	DEPR	PHYS	ECON	FUNC	COMP	ADJ	ADJ VALUE
---	------	-------------	------	-------------	------	------------	-------	-------	--------	-------------	------	------	------	------	------	-----	-----------

SUBD: A-847 100.00% NBHD:

LAND INFORMATION

IRR Wells: 0 Capacity: 0

IRR Acres: 0

Oil Wells: 0

L#	DESCRIPTION	CLS	TABLE	SC	HS	METH	DIMENSIONS	UNIT PRICE	GROSS VALUE	ADJ	MASS	ADJ	VAL SRC	MKT VAL	AG APPLY	AG CLASS	AG TABLE	AG UNIT PRC	AG VALUE	
1.	Wildlife Managed Nat	RD		D1	N	A	3.2780 AC	18,000.00	59,000	1.00			1.00	A	59,000	YES	1D1	WNP	102.00	330
														59,000					330	

Comment: NEW 1D1 APP FILED FOR 2020. WL IN PLACE. AG APPLICATION FILED 1997 ,AG OK APPL FILED 1997

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

July 24, 2023

COLORADO COUNTY APPRAISAL DISTRICT
PROPERTY 66657 R 04/26/2006
Legal Description
A-691 M CONLEE 3.278 AC

OWNER ID
13211
OWNERSHIP
100.00%

PROPERTY APPRAISAL INFORMATION 2023
COLORADO COUNTY
P O DRAWER 236
COLUMBUS, TX 78934-0236 US

Entities	Values
C 100%	IMPROVEMENTS 0
CAD 100%	LAND MARKET + 59,000
GCD 100%	MARKET VALUE = 59,000
RH 100%	PRODUCTIVITY LOSS - 58,660
RS 100%	APPRAISED VALUE = 340
	HS CAP LOSS - 0
	ASSESSED VALUE = 340

2069100600000 Ref ID2: 2
Map ID 144L

ACRES: 3.2780
EFF. ACRES:

APPR VAL METHOD: Cost

SITUS

GENERAL			
UTILITIES	LAST APPR.	JB	
TOPOGRAPHY 0	LAST APPR. YR	2021	
ROAD ACCESS	LAST INSP. DATE	02/10/2020	
ZONING	NEXT INSP. DATE		
BUILDER			
NEXT REASON			
REMARKS			

EXEMPTIONS
EX-XV Other Exemptions (including

SKETCH COMMANDS

BUILDING PERMITS				
ISSUE DT	PERMIT TYPE	PERMIT AREA	ST	PERMIT VAL

SALE DT	PRICE	GRANTOR	DEED INFO
03/24/2014	*****		EX / 750 / 066
02/01/2006	*****	DUPRE, WAYNE L E	WD / 516 / 77

SUBD: A-691 100.00% NBHD:

IMPROVEMENT INFORMATION

IMPROVEMENT FEATURES

#	TYPE	DESCRIPTION	MTHD	CLASS/SUBCL	AREA	UNIT PRICE	UNITS	BUILT	EFF YR	COND.	VALUE	DEPR	PHYS	ECON	FUNC	COMP	ADJ	ADJ VALUE
---	------	-------------	------	-------------	------	------------	-------	-------	--------	-------	-------	------	------	------	------	------	-----	-----------

SUBD: A-691 100.00% NBHD:

L#	DESCRIPTION	CLS	TABLE	SC	HS	METH	DIMENSIONS	LAND INFORMATION				IRR Wells: 0 Capacity: 0		IRR Acres: 0		Oil Wells: 0		AG UNIT PRC	AG VALUE
								UNIT PRICE	GROSS VALUE	ADJ	MASS ADJ	VAL SRC	MKT VAL	AG APPLY	AG CLASS	AG TABLE			
1.	Native Pastureland		RD	D1	N	A	2.9280 AC	18,000.00	52,700	1.00	1.00	A	52,700	YES	1D1	NP	102.00	300	
2.	Native Pastureland		RD	D1	N	A	0.3500 AC	18,000.00	6,300	1.00	1.00	A	6,300	YES	1D1	NP	102.00	40	
													59,000					340	

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
July 24, 2023**

CONTRACT OF DEED OF EXCHANGE

1. **SPLASHWAY, LLC and TY PRAUSE, Colorado County Judge**, have agreed to execute and record the DEED OF EXCHANGE attached hereto as Exhibit "A".
2. Neither party will pay the other party any cash consideration.
3. Each party will pay all the 2023 ad valorem taxes on the property conveyed to such party.
4. Each party will pay the 2022 ad valorem taxes on the property owned by such party prior to the exchange.
5. Splashway will build a fence around property conveyed to the county.
6. Splashway will install two gates on property conveyed to the county.
7. Splashway will install two buildings on the property they conveyed to the County that match the buildings that are on the property the County is conveying to Splashway.
8. Splashway is aware that the land they are receiving from the County was an old landfill and Splashway will take full ownership of the liability associated with it.
9. This Contract is binding on the heirs, successors and assigns of the undersigned.

DATED: July 24, 2023.

**SPLASHWAY, LLC, a Texas Limited
Liability Company**

By: _____
CARL BLAHUTA,
General Manager

COLORADO COUNTY, TEXAS

TY PRAUSE, Colorado County Judge,
(authorized by formal action of Colorado
County Commissioners Court)

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

July 24, 2023

EXCHANGE DEED

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF COLORADO §

WHEREAS, on the 24th day of July, 2023 the Commissioners Court of Colorado County, Texas made and entered the following order:

**ORDER AUTHORIZING EXCHANGE OF REAL PROPERTY
BETWEEN COLORADO COUNTY, TEXAS AND SPLASHWAY, LLC**

WHEREUPON, it was moved by Commissioner Brandt and seconded by Commissioner Wessels, that the following 3.278 acre tract of land located in Mrs. M.E. Conlee Survey, Abstract No. 691 and more particularly described in the attached "Exhibit A" and the following 3.278 acre tract of land located in the W.S. Kingsberry Survey, A-847 and more particularly described in the attached "Exhibit B" as surveyed by Cole E. Barton on March 3, 2023 be exchanged between Colorado County, Texas and Splashway LLC, a Texas Limited Liability Company.

Upon the motion being put, same carried with VOTE on the motion being as follows, to-wit:

VOTING AYE:

Doug Wessels, Commissioner, Precinct No. 1
Ryan Brandt, Commissioner, Precinct No. 2
Keith Neuendorff, Commissioner, Precinct No. 3
Darrell Gertson, Commissioner, Precinct No. 4
Ty Prause, County Judge

VOTING NO: None

Motion carried and it was so ordered.

Which order was duly recorded in the Minutes of said Commissioners Court.

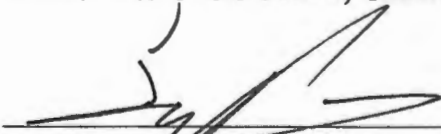
**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
July 24, 2023**

NOW, THEREFORE, KNOWN ALL MEN BY THESE PRESENTS:

That Colorado County, Texas, hereby exchanges the real property described on "Exhibit A" (as described further and attached hereto and made a part hereof for all purposes) for and in consideration of Splashway, LLC's agreement to exchange the real property described on "Exhibit B" and Colorado County, Texas, does GIVE, GRANT AND CONVEY all of said real property described on Exhibit A to Splashway, LLC, TO HAVE AND TO HOLD the property described, together with all the rights and appurtenances lawfully accompanying it.

That Splashway, LLC hereby exchanges the real property described on "Exhibit B" (as described further and attached hereto and made a part hereof for all purposes) for and in consideration of Colorado County Texas' agreement to exchange the real property described on Exhibit A and Splashway, LLC does hereby GIVE, GRANT AND CONVEY all of said real property described as Exhibit B to Colorado County, Texas TO HAVE AND TO HOLD the property described, together with all the rights and appurtenances lawfully accompanying it.

COLORADO COUNTY, TEXAS



TY PRAUSE, Colorado County Judge,
(authorized by formal action of Colorado
County Commissioners Court)

SPLASHWAY, LLC

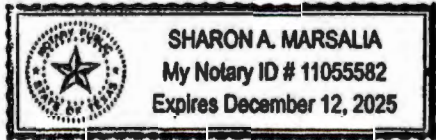
CARL BLAHUTA, General Manager of
Splashway, LLC

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

July 24, 2023

THE STATE OF TEXAS §
 §
COUNTY OF COLORADO §

The foregoing instrument was acknowledged before me on the 24th day of July 2023, by Ty Prause, Colorado County Judge, on behalf of Colorado County, Texas (as authorized by formal action of Colorado County Commissioners Court).



Sharon A. Marsalia
Notary Public, State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF COLORADO §

The foregoing instrument was acknowledged before me on the ____ day of _____ 2023, by CARL BLAHUTA, General Manager, as an authorized co-member of SPLASHWAY, LLC, which is a Texas Limited Liability Company.

Notary Public, State of Texas

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

July 24, 2023

PARCEL ONE:

STATE OF TEXAS
COUNTY OF COLORADO

Land Description
1.378 Acres

BEING a tract or parcel consisting 1.378 acres of land situated in the 14th, N.E. Clarke Survey, Abstract No. 891, Colorado County, Texas and being a part or portion of that same land described as 17.18 acres in Deed dated March 8, 1903 from W.C. Dwyer, Jr., et al to Wagon Dwyer, recorded in Volume 466, Page 13, Colorado County Deed Records, Book 1378 now same being more particularly described by notes and books as follows:

BEING more or less a original 1/2" has not set on the South line of the Dwyer original 37.10 acre tract for the Southeast corner of the South described 1.378 acre tract, located at a point where the West right of way line of Third Street in Shadish intersects the North boundary line of the Town of Shadish, and has not also being the South line of the 14th, N.E. Clarke Survey.

THENCE along the South line of said 14th, N.E. Clarke Survey and the North line of the Town of Shadish, West Quarter of Township - Second Deed Caddo, to 36.00 feet reaching the West line of First Street, to all a total distance of 700.00 feet to a original 1/2" line and set for an boundary corner of the Clarke Survey and for an boundary corner of the Town of Shadish, also being the Southeast corner of the land described tract.

THENCE along an existing Survey, West a distance of 31.00 feet to a original 1/2" line and set as a fence corner for an boundary corner of the land described tract.


THENCE across the Dwyer original 37.10 acre tract and following an existing Survey, N 04° 13' 50" W a distance of 411.51 feet to a original 1/2" line and set for the Northwest corner of the land described tract, and has not being bounded South a distance of 62.80 feet from the North line of the Dwyer original 37.10 acre tract.

THENCE along a line which is parallel and 60.00 feet South of the North line of the Dwyer original tract, N 04° 07' 30" E a distance of 230.45 feet to a original 1/2" line and set for the Northwest corner of the land described tract.

THENCE continuing across the Dwyer original tract, which is along the Eastern boundary of the land described tract, the following table:

- S 04° 31' 37" E a distance of 780.74 feet to a original 1/2" line and set for angle point, and
- East a distance of 77.74 feet to a original 1/2" line and set for angle point, and
- South a distance of 224.00 feet to the POINT OF BEGINNING, consisting 1.378 acres of land.

- Notes:
1) This parcel maps are all set 1/2" lines with an assumed "CAU 4175".
2) A survey plat to accompany this description.


Daniel D. Nau
Registered Professional Land Surveyor
Registration No. 4175

Date: June 22, 2023



MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

July 24, 2023

Muras Land Surveying, Inc.:
3802 KRISCHKE ROAD
SCHULENBURG, TEXAS 78956-5631
PH. (979)561-8341

LESS and EXCEPT:

STATE OF TEXAS ()

COUNTY OF COLORADO ()

County of Colorado
Tract A - 0.35 Acre

All that certain tract or parcel of land situated in Colorado County, Texas, a part of the Mrs. M. E. Conlee Survey, A-691, same being a part of that 3.278 acre tract of land described in a deed from Wayne L. Dupre to County of Colorado, State of Texas, dated February 1, 2006 and recorded in Volume 516, Page 77 of the Official Records of Colorado County, Texas, and being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at an iron rod found for the Southeast corner of the said County of Colorado 3.278 acre tract of land, same being a Southwestern corner of a 45.33 acre tract of land described in a deed to Splashway, LLC in Volume 646, Page 168, same lying in the Northern boundary of the Town of Sheridan in Plat Slide No. 23 of the Plat Records of Colorado County, Texas;

THENCE, along the South boundary of the said County of Colorado 3.278 acre tract of land and the Northern boundary of the Town of Sheridan, WEST 61.17 feet to an iron rod set for the Southwest corner;

THENCE, severing said 3.278 acre tract, N 04°24'38" W 220.8 feet to an iron rod found for the Northwest corner, same being an interior corner of the said County of Colorado 3.278 acre tract of land;

THENCE, along a Northern boundary of said 3.278 acre tract and a boundary of said 45.33 acre tract, N 89°58'37" E 78.03 feet to an iron rod found for the Northeast corner, same being the most Easterly Northeast corner of said 3.278 acre tract, same being an interior corner of said 45.33 acre tract;

THENCE, along the East boundary of the said County of Colorado 3.278 acre tract and the West boundary of said 45.33 acre tract, S 00°01'57" E 220.18 feet to the place of beginning, containing 0.35 acre of land.

TO THE LIENHOLDERS AND/OR THE OWNERS OF THE PREMISES SURVEYED AND TO THE TITLE COMPANY:

The undersigned does hereby certify that this survey was made on the ground of the property legally described hereon and is correct, and that there are no discrepancies, conflicts, shortages in area, boundary line conflicts, and that said property has access to and from a dedicated roadway.

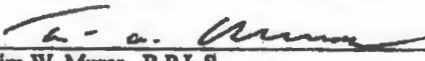
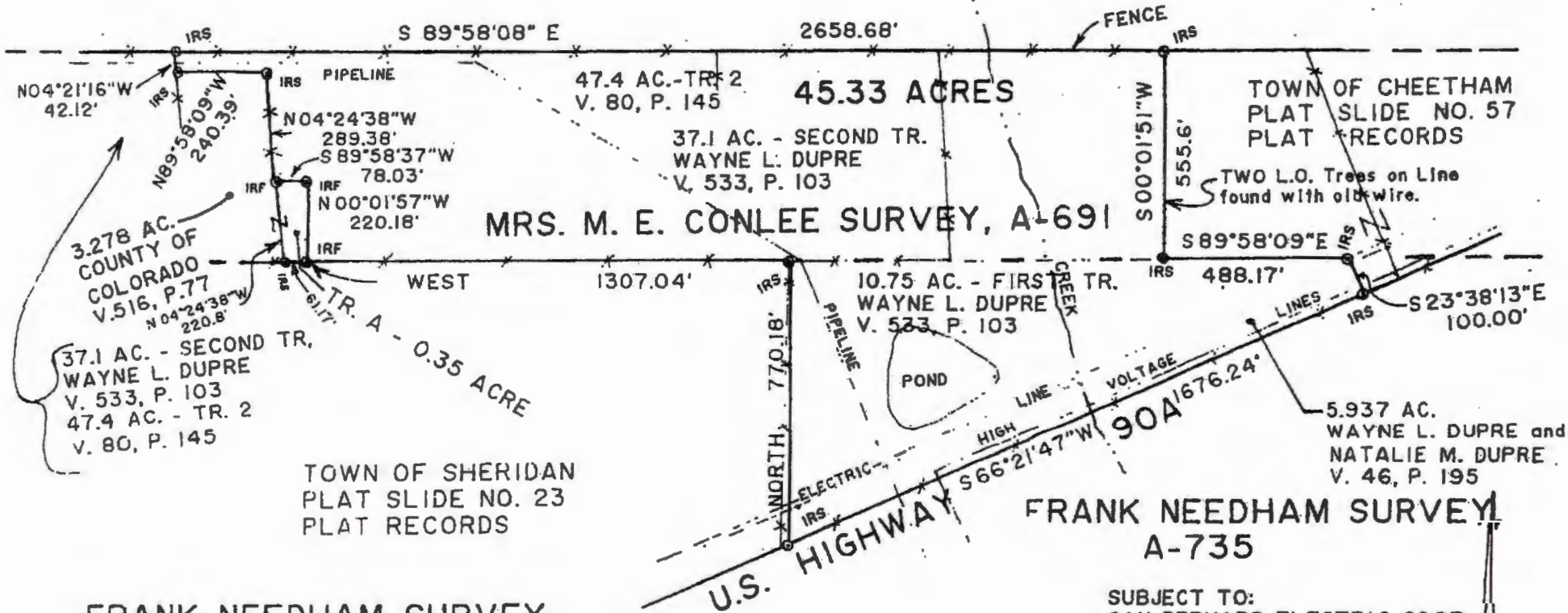

Tim W. Muras, R.P.L.S.
Registered Professional Land Surveyor No. 4401
Schulenburg, Texas
February 8, 2014



EXHIBIT "A", Page 2 of 5

LUDWIG LIDSTRAND
SURVEY, A-384

439.07 AC.
V. 332, P. 55



FRANK NEEDHAM SURVEY,
A-735

EXHIBIT "A", Page 3 of 5

SUBJECT TO:
SAN BERNARD ELECTRIC COOP.
V. 46, P. 195
TENNECO GAS PROCESSING CO.
V. 186, P. 575

NOTE: CALL THE PIPELINE
COMPANY'S TO HAVE THEM
ACCURATELY LOCATE THEIR
LINES BEFORE EXCAVATING.

MINUTES OF THE COLORADO COUNTY
 COMMISSIONER'S COURT REGULAR MEETING
 July 24, 2023

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

July 24, 2023

PARCEL TWO:

Muras Land Surveying, Inc.
3802 KRISCHKE ROAD
SCHULENBURG, TEXAS 78956-5631
PH. (979)561-8341

STATE OF TEXAS ()

COUNTY OF COLORADO ()

Splashway, LLC
Tract B - 0.35 Acre

All that certain tract or parcel of land situated in Colorado County, Texas, a part of the Mrs. M. E. Conlee Survey, A-691, same being a part of that 5.85 acre tract of land described in a deed from Lara Kathryn Dupre Sudik and Natalie Matula Dupre to Splashway, LLC, dated October 8, 2013 and recorded in Volume 739, Page 473 of the Official Records of Colorado County, Texas, and being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at an iron rod found for the Southeast corner of the said Splashway, LLC 5.85 acre tract of land, same being an interior corner of a 3.278 acre tract of land described in a deed to the County of Colorado in Volume 516, Page 77;

THENCE, along the South boundary of the said Splashway, LLC 5.85 acre tract of land and a North boundary of the said County of Colorado 3.278 acre tract of land, S 89°59'42" W 36.4 feet to an iron rod set for the Southwest corner;


THENCE, severing said 5.85 acre tract, N 04°24'38" W 415.33 feet to an iron rod set for the Northwest corner;

THENCE, S 89°58'09" E 37.6 feet to an iron rod set for the Northeast corner, same being the Northwest corner of the said County of Colorado 3.278 acre tract of land, same lying in the East boundary of the said Splashway, LLC 5.85 acre tract of land;

THENCE, along the East boundary of the said Splashway, LLC 5.85 acre tract of land and the West boundary of the said County of Colorado 3.278 acre tract of land, S 04°14'46" E 415.22 feet to the place of beginning, containing 0.35 acre of land.

TO THE LIENHOLDERS AND/OR THE OWNERS OF THE PREMISES SURVEYED AND TO THE TITLE COMPANY:

The undersigned does hereby certify that this survey was made on the ground of the property legally described hereon and is correct, and that there are no discrepancies, conflicts, shortages in area, boundary line conflicts, and that said property has access to and from a dedicated roadway.


Tim W. Muras, R.P.L.S.
Registered Professional Land Surveyor No. 4401
Schulenburg, Texas
February 8, 2014

SEAL:

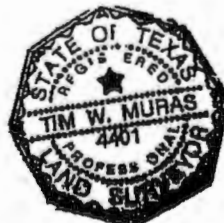
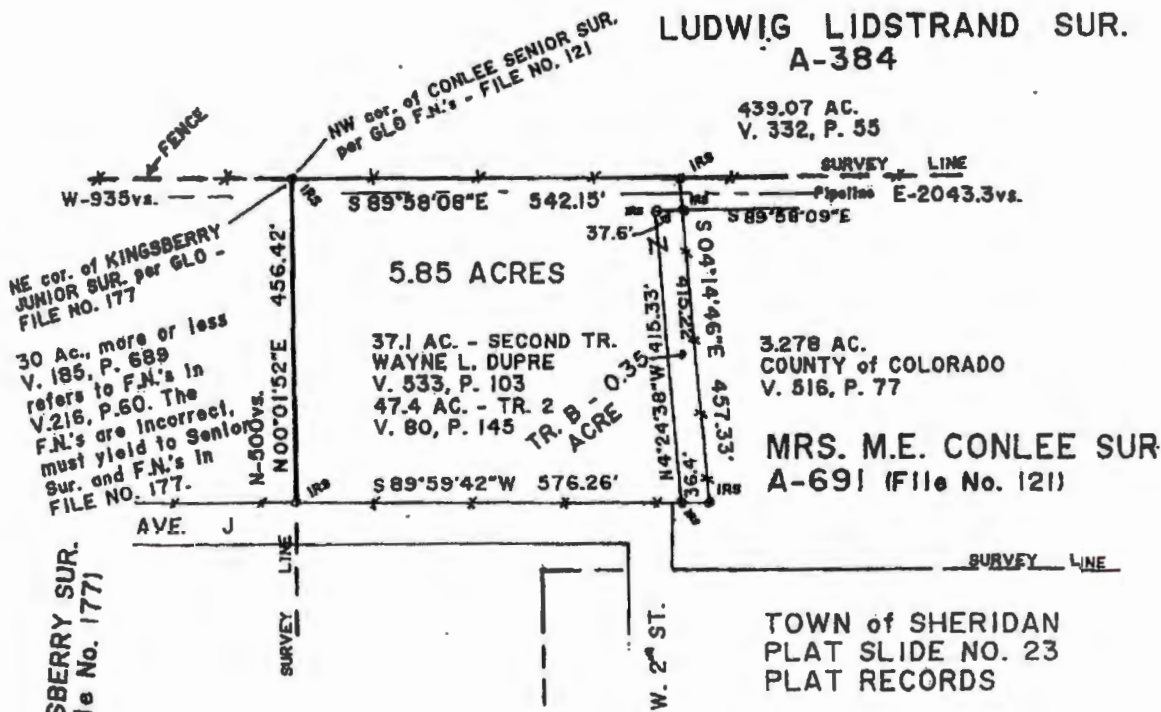


EXHIBIT "A", Page 4 of 5

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

July 24, 2023



NE cor. of KINGSBERRY JUNIOR SUR. per GLO - FILE NO. 177
 30 Ac., more or less V. 185, P. 689 refers to F.N.'s in V.216, P.60. The F.N.'s are incorrect, must yield to Senior Sur. and F.N.'s in FILE NO. 177.
 W. D. KINGSBERRY SUR. A-847 (File No. 177)

LUDWIG LIDSTRAND SUR. A-384
 439.07 AC. V. 332, P. 55
 3.278 AC. COUNTY of COLORADO V. 816, P. 77
 MRS. M.E. CONLEE SUR A-691 (File No. 121)

NOTE: CALL THE PIPELINE COMPANYS TO HAVE THEM ACCURATELY LOCATE THEIR LINES BEFORE EXCAVATING.

SUBJECT TO:
 SAN BERNARD ELECTRIC COOP. V. 46, P. 195
 TENNECO GAS PROCESSING CO. V. 186, P. 575

DEED REFERENCE:
 5.85 AC. TR. SPLASHWAY, LLC V. 739, P. 473

TRACT B
 0.35 ACRE out of a
 5.85 ACRE TRACT of LAND
 out of the NORTHWEST CORNER
 of the MRS. M.E. CONLEE SURVEY,
 A-691 in COLORADO COUNTY, TEXAS
 SCALE: 1"=200'
 IRF = IRON ROD FOUND
 IRS = IRON ROD SET

TO THE LIENHOLDERS AND/OR THE OWNERS OF THE PREMISES SURVEYED AND TO THE TITLE COMPANY:
 The undersigned does hereby certify that this survey was made on the ground of the property legally described hereon and is correct, and that there are no discrepancies, conflicts, shortages in area, boundary line conflicts, except as shown, and that said property has access to and from a dedicated roadway.

Tim W. Muras
 Tim W. Muras, R.P.L.S.
 Registered Professional Land Surveyor No. 4401
 Schulenburg, Texas
 July 24, 2013
 February 8, 2014



EXHIBIT "A", Page 5 of 5

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

July 24, 2023



**BARTON
& ASSOCIATES
LAND SURVEYING**

8113 SARATOGA BLVD. SUITE F, #336 - (361) 208-4284
TEXAS LICENSED SURVEYING FIRM 10194009
THE INTERSECTION OF QUALITY AND EFFICIENCY

3.278 ACRE TRACT

Field Notes Description

Being out of the W. S. Kingsberry Survey, A-847, Colorado County, Texas, also being out of a 25.86 acre tract conveyed from Enterprise Texas Pipeline LLC to Splashway LLC by Special Warranty Deed dated September 30, 2019 and recorded in Volume 909, Page 506 of the Official Records of Colorado County, Texas.

Being more fully described by metes and bounds as follows:

- BEGINNING:** at a 1/2" iron rod (Y =13,736,350.97, X=2,705,323.93) found at the intersection of the north right of way line of Avenue 'J' and the east right of way line of County Road 273, for the southwest corner of this herein described tract;
- THENCE:** N 02°11'30" W -375.19 feet along the east right of way line of said County Road 273, the west line of said 25.86 acre tract, and the west line of this herein described tract to a 5/8" iron rod with cap stamped "RPLS 6368" set, at the southwest corner of a 50 foot wide easement recorded in Volume 906, Page 213 of the Official Records of Colorado County, Texas, for the northwest corner of this herein described tract, whence the northwest corner of said 25.86 acre tract bears N 02°11'30" W -49.87 feet;
- THENCE:** N 87°47'10" E -378.24 feet along the south line of said 50 foot wide easement, across said 25.86 acre tract, and along the north line of this herein described tract, to a 5/8" iron rod with cap stamped "RPLS 6368" set, for the northeast corner of this herein described tract;
- THENCE:** S 02°11'30" E -379.82 feet continuing across said 25.86 acre tract and along the east line of this herein described tract to a 5/8" iron rod with cap stamped "RPLS 6368" set, in the south line of said 25.86 acre tract and in the north right of way line of said Avenue 'J', for the southeast corner of this herein described tract;
- THENCE:** S 88°29'11" W -378.27 feet along the north right of way line of said Avenue 'J', the south line of said 25.86 acre tract, and the south line of this herein described tract to the **POINT OF BEGINNING**, containing within these metes and bounds a 3.278 acre tract, more or less.

NOTE: A Survey Plat representing a graphic image of this description styled as "3.278 ACRE TRACT" accompanies this document. This Field Notes Description constitutes a legal document, and, unless it appears in its entirety, in its original form, including preamble, seal and signature, surveyor assumes no responsibility or liability for its correctness. It is strongly recommended, for the continuity of future surveys, that this document be incorporated in *all* future conveyances, *without any revisions or deletions*. This description and the accompanying Survey Plat were prepared from record data furnished by the client and was done without the benefit of a Title Report. This survey does not represent a warranty of title or a guarantee of ownership.

March 3, 2023
Job No. 2302024
KS

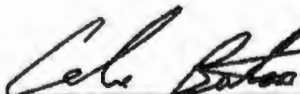

COLE E. BARTON
R.P.L.S. No. 6368



EXHIBIT "B", Page 1 of 2

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

July 24, 2023

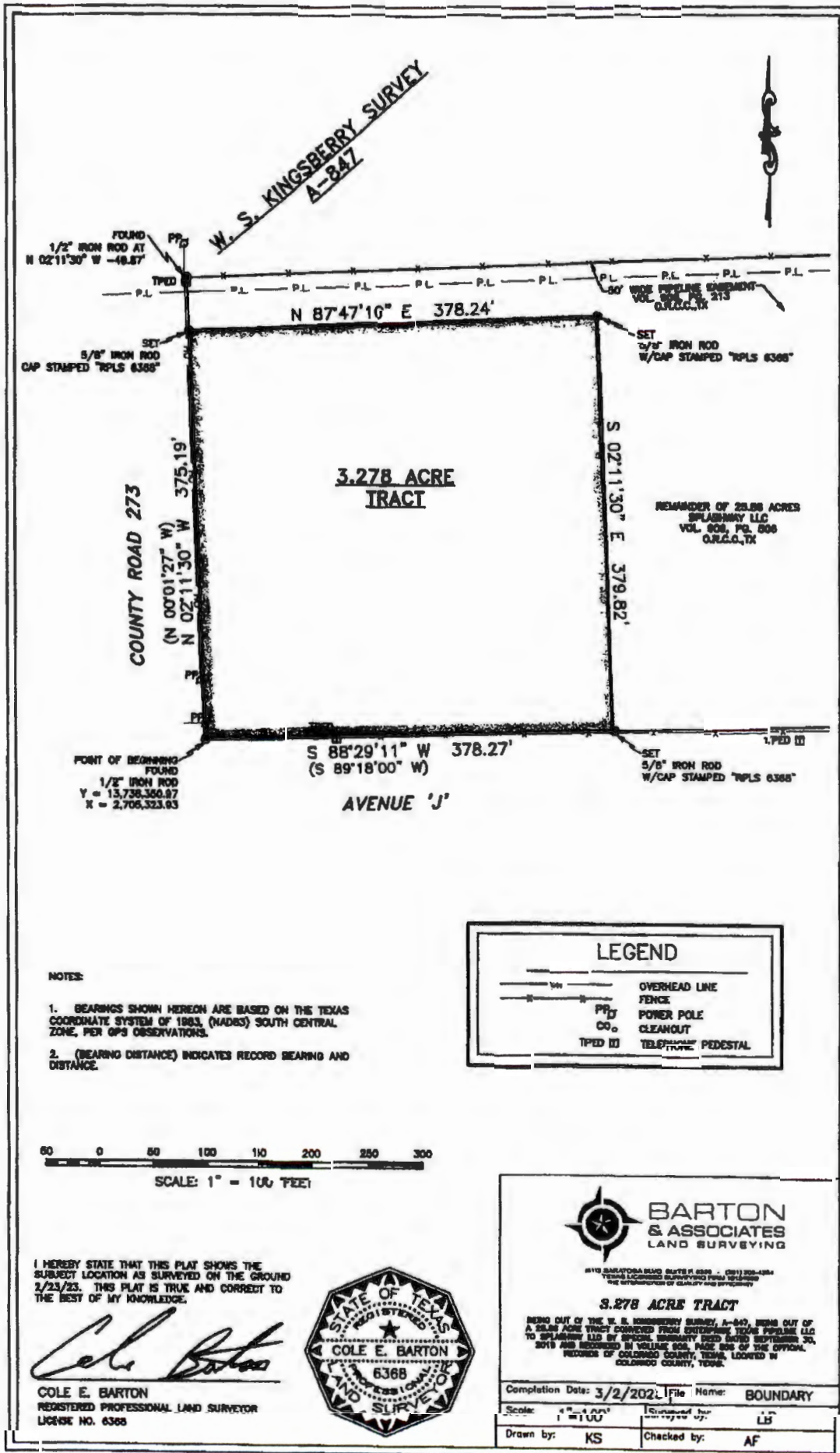


EXHIBIT "B", Page 2 of 2

JOB #: 2302024

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

July 24, 2023

- _13. The following contracts for juvenile detention/residential services:
- a. Atascosa County Juvenile Center (9/1/2023 – 8/31/2024).
 - b. Victoria County Juvenile Justice/Detention Facility (9/1/2023 - 8/31/2024).
 - c. Brazos County Juvenile Justice Center (9/1/2023 - 8/31/2024).
 - d. San Patricio County Juvenile Justice Center (7/1/2023 - 12/31/2023).
 - e. Hays County Juvenile Center (9/1/2023 - 8/31/2024).
 - f. Guadalupe County Juvenile Services facility (10/1/2023 - 9/30/2024).
- (Praise)

Colorado County Juvenile Probation Officer, Sarah Fisher was present to answer any questions concerning the juvenile detention/residential service contracts.

Motion by Judge Praise to approve the following contracts for juvenile detention/residential services: Atascosa County Juvenile Center (9/1/2023 – 8/31/2024), Victoria County Juvenile Justice/Detention Facility (9/1/2023 - 8/31/2024), Brazos County Juvenile Justice Center (9/1/2023 - 8/31/2024), San Patricio County Juvenile Justice Center (7/1/2023 - 12/31/2023), Hays County Juvenile Center (9/1/2023 - 8/31/2024), Guadalupe County Juvenile Services facility (10/1/2023 - 9/30/2024); seconded by Commissioner Neuendorff; 5 ayes 0 nays; motion carried; it was so ordered.

(See Attachments)

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

July 24, 2023



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

Ty Prause
County Judge
Colorado County

Traci Darilek
Director

July 17, 2023

Colorado County Commissioners Court
Colorado County Courthouse
Columbus, Texas 78934

Attn: Colorado County Judge

Dear Judge Prause:

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

The term of this agreement is for 12 months commencing October 1, 2023-September 30, 2024. It shall be automatically renewed for one-year terms thereafter. The daily rate is set at \$250.00 per day.

We respectfully request the Colorado County Commissioners' Court's approval for this service agreement. We have enclosed two originals. 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 black ink, appearing to read "Traci Darilek".

Traci Darilek
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
July 24, 2023**

PRE-ADJUDICATION DETENTION SERVICES AGREEMENT

1. PARTIES: The parties to this agreement are:

Principal: Colorado County Juvenile Board, by and through its duly authorized representative, Colorado County Juvenile Probation Department
2nd 25th Judicial District
PO Box 330
Hallettsville, Texas 77964-0330
Email: tdarilek@gonzales-county.net

Contractor: Guadalupe County Juvenile Board, by and through its duly authorized representative, Guadalupe County Juvenile Services
2613 N. Guadalupe Street
Seguin, TX 78155
Email: nick.reininger@co.guadalupe.tx.us

2. PURPOSE: In order to carry out and conduct its juvenile program in accordance with the Juvenile Justice Code, Title III of the Texas Family Code, Principal has need of the use of detention facilities to house and maintain children of juvenile age, who are referred to a detention facility for act(s) of delinquency or act(s) indicating a need for supervision, during pre-trial and pre-dispositional status or in the post-dispositional treatment prescribed by the Court. The Facility to be utilized is operated by Contractor, and is located at 2613 N. Guadalupe Street, Seguin, Texas 78155.

3. SERVICES: Contractor will provide the following specific services:

- A. Contractor shall provide secure detention in the Guadalupe County Juvenile Services facility ("Facility") to house and maintain juvenile offenders who are over the age of ten years and under the age of seventeen years; or seventeen years of age or under eighteen years of age who are alleged or found to have engaged in delinquent conduct or conduct indicating a need for supervision as a result of acts committed before becoming seventeen years of age, and who are so ordered by a court of proper jurisdiction in the County of the Principal during pre-trial and pre-dispositional status or during the post-dispositional stay prescribed by the court.
- B. Contractor agrees to provide those juveniles detained in the Facility with basic residential services, including standard supervision by qualified adults, adequate room, board, food and snacks, personal hygiene items, haircuts, routine medical care, mental health screening, transportation, school supplies, and a program of education and recreation.

4. TERM:

A. Primary Term: The primary term of this agreement begins and ends as follows:

Commencement Date: October 1, 2023 Expiration Date: September 30, 2024

- B. **Automatic Extension:** Unless either Party provides written notice of termination to the other Party at least 30 days before the Expiration Date in 4.A., this agreement will automatically extend under the same terms and conditions unless and until such time both Parties enter into a renewal of contract or either Party terminates by providing at least 30 days written notice to the other Party.
- C. **Effective Services:** If either Party determines that Contractor cannot continue to effectively provide residential detention services to Principal for any reason at any time during this agreement, either Party may terminate this agreement by providing at least 30 days written notice to the other Party.
- D. **Security of Services:** If at any time during the term of this agreement Principal, in its sole discretion, determines that the safety of children being served under this Agreement may be in jeopardy, Principal may immediately suspend the effect of this Agreement, including but not limited to the obligation to pay, upon giving notice to Contractor.

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
July 24, 2023**

Pre-Adjudication Detention Services Agreement between: Colorado County Juvenile Board and Guadalupe County Juvenile Board

5. PAYMENT:

- A. Payment is due within 30 days of receipt of billing and should be mailed to:

Guadalupe County Juvenile Services
Attn: Financial Unit
2613 N. Guadalupe Street
Seguin, TX 78155

- B. Billing Rates: Contractor will bill as follows:

The rate of \$250.00 will be charged per day for each child of Principal's jurisdiction in detention pursuant to billing and paying procedures agreed upon by Principal and Contractor.

Calculations of payment billing will be determined by the Facility, and it is agreed that the determination shall include:

- 1) One day for the day of admittance (regardless of hour of entry); and
 - 2) One day for the day of release (regardless of the hour of departure); and
 - 3) One day for each day of residence between the day of admittance and the day of release; and
 - 4) Any and all costs incurred in connection with the Principal's juvenile for competent emergency medical, mental health or dental examination and treatment, prescription medications, or hospitalization and offsite supervision as may be determined necessary for said juvenile for illness/condition which may originate or manifest itself while the juvenile is a resident of the Facility, together with
 - 5) The rate of \$40.00/hour/staff, in addition to the daily detention rate, for any offsite supervision costs assessed by the Facility. All transportation of Principal's juveniles provided by Facility shall include a minimum of two officers.
- C. Contractor agrees to furnish to Principal an itemized invoice on a monthly basis for payment of services along with copies of any billing documentation to support the reimbursement request. 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: attribution 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 Principal in order to monitor Contractor for financial compliance with this Agreement. Invoices submitted by Contractor in proper form shall be paid by Principal in a timely manner.
- D. Principal agrees to the extent allowed by law, without the creation of a sinking fund, to defend, indemnify and hold harmless Contractor, its officers, officials, administrators, representatives, agents, shareholders, employees and volunteers against any and all liability for charges for goods or service expenses.
- E. It is understood and agreed by Contractor 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.
- F. Contractor agrees to make claims for payment or direct any payment disputes to placing County's Fiscal Officer. Contractor will not contact other department employees regarding any claims of payment.

6. REQUIREMENTS:

- A. A juvenile in detention must have valid statutory or court ordered authority for detention (Section 54.01, Texas Family Code). Should a juvenile, at any time, fail to qualify to be in detention under the terms of the Texas Family Code, the juvenile must be removed within twenty-four (24) hours by Principal.
- B. Prior to transporting a child to the Facility for placement, Principal shall call the Facility to ensure that space is available. Placement of juveniles by Principal may be denied if space limitations require as determined by the Facility.

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
July 24, 2023**

Pre-Adjudication Detention Services Agreement between: Colorado County Juvenile Board and Guadalupe County Juvenile Board

- C. Before a juvenile is accepted into the Facility, the following documents must have been presented/received by the Facility staff:
- (1) One copy of the signed Detention Court Order.
 - (2) One copy of the "Authorization for Detention" form completed by Principal's Juvenile Probation Officer or designee. Proper documentation shall include that the parents of the juvenile have been notified of the juvenile's whereabouts or information showing efforts undertaken to locate any parent, guardian, or relative to notify family of the juvenile's whereabouts.
 - (3) One copy of the "Authorization for Medical Treatment" form completed by Principal's Juvenile Probation Officer or designee with the Principal's county.
- D. Notwithstanding anything herein to the contrary, this contract may also be terminated immediately for cause if Principal fails to provide the proper information and documentation on the "Authorization for Detention" forms provided by the Facility; or any information requested by the Facility for the purpose of determining the status of the detained child.
- E. Acceptance of a child by the Facility will be determined by space availability, supervision needs of the juvenile and facility staffing resources. Contractor reserves the right to refuse admission of any child deemed inappropriate. Contractor has resolved to operate the Facility in compliance with the Juvenile Justice and Delinquency Prevention Act, and therefore, Contractor will not accept juveniles whose detention would prevent the Facility from complying with the Juvenile Justice and Delinquency Prevention Act or those "juveniles who are charged with or have 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 appears intoxicated or impaired or in need of immediate medical attention will be accepted under any circumstances without having been evaluated, treated and released by a medical or qualified mental health professional.
- F. If a juvenile is accepted by the Facility from Principal and the child thereafter is determined to be, in the sole judgment of the Administrator, mentally or physically unfit, dangerous, unsuitable for the program, or requires a degree of supervision above and beyond the supervision normally maintained at the Facility, or combination of such conditions or characteristics or whose mental or physical conduct would or might endanger the other occupants of the Facility, then the Administrator shall notify Principal of placing County of this determination. Principal shall immediately and forthwith remove, or cause to be removed, the child from the Facility at the cost and expense of Principal.
7. RESPONSIBILITIES:
- A. While the Facility takes all action within the scope of the law to ensure constant care of children placed in the Facility, no warranty or guarantee is made that the Facility will keep the child on the premises of the Facility under conditions commonly called "escape from custody" or illegal "assault" by the detainee. Principal agrees to be responsible for any and all expense of recapture of juveniles who escape from custody save and except such expense incurred by the Facility within the limits of Guadalupe County.
- B. Contractor will provide all necessary routine minor medical treatment, but not any dental care, surgery, or hospitalization that any juvenile detained in the Facility may require.
- 1) For all non-emergency medical, mental health or dental needs the Principal's juveniles may require, the Facility agrees to get prior approval for such treatment or notify Principal that such treatment is required or needed.
 - 2) Principal shall make arrangements directly with vendors for the provision of, and payment for non-emergency medical expenses, including without limitation, hospitalization, mental health and dental care.
 - 3) In all other medical situations, Contractor is authorized, but not required, to make arrangements with vendors, at Principal's request and full expense, for the provision of medical, mental health or dental treatment.
 - 4) Prescription drugs will be the responsibility of Principal. Ten days prior to the depletion of a supply, the child's Juvenile Probation Officer will be contacted in order for that child's parents to provide the prescription. If a

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

July 24, 2023

Pre-Adjudication Detention Services Agreement between: Colorado County Juvenile Board and Guadalupe County Juvenile Board

new supply is not received five working days prior to the depletion of the prescription, the medical staff at the Facility will order the prescription and Principal will be billed.

- C. The Facility is authorized, at its sole discretion, to secure competent emergency medical, mental health or dental examination, treatment, prescription medications, or hospitalization for resident children from the Principal's county and request that the Principal be billed for same. In the event of serious illness or accident and for any required follow-up care, Contractor shall be responsible for having the juvenile transported to the nearest hospital or emergency care facility.
 - D. Contractor will ensure that Principal and the child's parent(s) or legal guardian(s) are notified if a child in placement makes an unauthorized departure, becomes seriously ill, or is involved in a serious accident. Principal will be informed immediately if during working hours. After normal working hours, every effort will be made to notify Principal and the parents.
 - E. Prior to a juvenile's reentry to the Facility, Principal shall provide a copy of juvenile's discharge orders from the hospital or emergency care facility to Contractor.
 - F. Guadalupe County Juvenile Board and Guadalupe County Juvenile Services shall be responsible for the quality and integrity of the fiscal and programmatic management of the Facility.
 - G. Principal is responsible for monitoring services provided by Contractor and exercising reasonable care to enforce all terms and conditions of this agreement.
8. **ADDITIONAL TERMS AND CONDITIONS:**
- A. It is understood that the Juvenile Court of placing County shall control the conditions and terms of detention supervision as to a particular juvenile pursuant to Texas Family Code, Section 51.12.
 - B. It is understood and agreed by the parties that juveniles placed in the Facility under proper orders of the appropriate Juvenile Court shall not be discharged from the Facility until the Facility receives a written authorization from the Principal that originally authorized the placement of the child.
 - C. It is further understood and agreed by the parties that juveniles placed in the Facility may be released to Principal or other appropriate authority of placing County pursuant to Paragraph 8.D. of this Contract, or, an Order of Release signed by the Judge of the Juvenile Court of placing County.
 - D. Principal's children placed in detention in the Facility shall be removed therefrom by Principal, its agents, or employees at the conclusion of:
 - (1) The 10th working day period authorized by Court Order in accordance with Section 54.01(h), Texas Family Code, issued by the Juvenile Court of Principal; or
 - (2) The 15th working day period authorized by Court Order in accordance with Section 54.01(h), Texas Family Code, if applicable; or
 - (3) The 2nd working day period as defined by Section 54.01 of the Texas Family Code, in cases where no detention hearing shall have been previously conducted; or
 - (4) The 24th hour period (excluding weekends and holidays) as defined by Section 54.011 of the Texas Family Code, in cases where no detention hearing shall have been previously conducted, unless:
 - a) A new Court Order for the detention of such child has been issued setting forth the conditions of detention with the court ordered termination date contained therein, evidenced by a certified copy thereof issued by the Juvenile Court Clerk and delivered to the Facility personnel; or
 - b) A waiver of the detention hearing has been executed by the child and the child's attorney as evidenced by a certified copy of said waiver as duly filed with the Juvenile Court Clerk is delivered to the Facility personnel.

**MINUTES OF THE COLORADO COUNTY
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Pre-Adjudication Detention Services Agreement between: Colorado County Juvenile Board and Guadalupe County Juvenile Board

- E. An employee or agent of Principal must immediately and forthwith take custody of the child and remove, or cause to be removed, such child from the Facility upon expiration of a valid Order of Detention.
- F. Principal understands that failure to promptly remove and take custody of the child shall be grounds for the Facility to take whatever action necessary to remove the child from the Facility at full cost and expense of Principal, including any remedy contained in this contract.
- G. Principal and Contractor agree that children placed in the Facility:
 - (1) Will not be released under conditions which may endanger the safety of such child because of failure of adult supervision; and
 - (2) Will not be released to any person or entity except by authorization of Principal's delivery of an Order of Release signed by the Judge of the Juvenile Court of Principal's jurisdiction; or authorization in writing bearing the original signature of the person representing the Chief Juvenile Probation Officer of Principal.
 - (3) Custody of a released child shall be to a responsible representative of Principal at the office of the Facility in Seguin, Texas, except as specified in subsection 8.G.(4).
 - (4) If delivery is made to anyone other than a Court or Juvenile Probation employee of Principal, authorization of delivery shall be in writing and bear the original signature of the person representing the Juvenile Probation Office of Principal, and upon presentation of proper credentials identifying the person receiving custody of the child.

9. ASSURANCES:

- A. Contractor is qualified to do business in the State of Texas and holds all necessary licenses and staff certifications to provide the type(s) of services being contracted for. Contractor is in compliance with statutory and regulatory requirements for the operations of its business and there are no taxes due and owing to the State of Texas, the County of Guadalupe or any political subdivision thereof. Contractor shall comply with all applicable licensing and/or certification, and insurance requirements and shall provide current copies of same records to Principal upon effective date of this agreement and at each period of renewal. If Contractor fails to comply with these requirements, Contractor will be in default and Principal may immediately terminate or suspend this agreement.
- B. Contractor shall abide by all applicable federal, state and local laws and regulations. Contractor agrees to immediately disclose any pending or initiated criminal or governmental investigations related to the Facility.
- C. The Facility has been duly inspected and certified by the Guadalupe County Juvenile Board as being suitable for the detention of juveniles as provided by the Texas Family Code.
- D. Contractor agrees to respect and protect the civil and legal rights of all children and their parents. It will not unlawfully discriminate against any employee, prospective employee, child, childcare provider, or parent on the basis of race, color, national origin, sex, religion, age or disability. Contractor shall adopt and implement workplace guidelines concerning persons with AIDS and HIV Infection and shall develop and implement guidelines regarding confidentiality of AIDS and HIV-related medical information for employees of Contractor and for persons served by the Facility.
- E. Per Government Code, Chapter 2270, Guadalupe County Juvenile Services acknowledges that it does not currently, and shall not during the term of this contract, boycott Israel.
- F. Principal and Contractor shall conduct criminal history searches for any and all of its employees, interns, volunteers, subcontractors, agents and/or consultants providing services in a juvenile justice facility or juvenile justice program, that may have direct unsupervised access to children in the facility or program.
 - (1) Any individual with a disqualifying criminal history, as defined by Texas Administrative Code, Title 37, Part 11, Chapter 344, shall be prohibited from having direct unsupervised access to children in the Facility.
 - (2) Principal and Contractor agree and understand that each has an affirmative and ongoing duty to ascertain and disclose to the other any and all prior criminal history information as to any individual, whether a prospective or existing employee, intern, volunteer, subcontractor, agent and/or consultant, prior to placing that individual in a position that involves direct unsupervised contact with juveniles in a juvenile justice facility or juvenile justice program. For the purpose of this Agreement, the term "criminal history" shall include:
 - (a) Current felony or misdemeanor probation or parole;

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Pre-Adjudication Detention Services Agreement between: Colorado County Juvenile Board and Guadalupe County Juvenile Board

- (b) A felony conviction or deferred adjudication within the past ten years; or
 - (c) A jailable misdemeanor conviction or deferred adjudication within the past five years
 - (3) Principal and Contractor reserve the right to prohibit any individual with a prior criminal history from being placed in a position that involves direct unsupervised contact with juveniles.
- G. No officer, employee or agent of Contractor 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.
- H. Record Keeping: Contractor agrees to maintain and make available for inspections, audit or reproduction by an authorized representative of Principal and the State of Texas, books, documents, and other evidence pertaining to the cost and expenses of this contract.
- (1) Under the current Generally Accepted Accounting Practices (GAAP), Contractor shall account separately for the receipt and expenditure of any and all state funds received from Principal under this Contract and shall submit to an outside audit completed on a yearly basis which specifies receipt and expenditure of State funds. Contractor shall forward a copy of the annual outside audit to Principal as requested.
 - (2) Contractor agrees that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Principal and the requirement to cooperate is included in any subcontract it awards.
 - (3) Contractor agrees that it will permit Principal to examine and evaluate its program of services provided under the terms of this contract and to review county client records. This examination and evaluation of the program will include unscheduled site visitations, observation of programs in operation, interviews, and the administration of questionnaires to the staff of the Facility and the child.
 - (4) Contractor shall provide to Principal such descriptive information on contracted child as requested on forms provided by Principal.
 - (5) Contractor agrees that all financial records, programmatic records, statistical records, reports, and any supporting documents pertinent to this contract, or claims pertaining to this contract shall be retained for a period of seven (7) years after the end of the calendar year in which the services were provided with the following qualification: If any audit, litigation, or claim is started before the expiration of the seven-year period, the records shall, upon notice to Contractor furnished by Principal, be retained until all audits, litigation, claims or other finds involving the records are resolved. The case is considered resolved when the final order is issued in litigation, or written agreement is entered into between Principal and Contractor.
- I. The Facility shall notify Principal of any emergency as soon as possible, but not later than within one (1) regular working day of its occurrence, by phone to Principal's Juvenile Probation Staff. Any additional documentation regarding the incident will be provided upon request.
- J. 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 may be submitted to non-binding 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.
10. DUTY TO REPORT:
- A. Principal and Contractor shall 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

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a zero-tolerance standard against sexual assault of incarcerated persons, including juveniles, and addresses the detection, elimination, prevention, and reporting of sexual assault in facilities housing adult and juvenile offenders.

Contractor's Facility Administrator shall make available to Principal all incident-based aggregated data reports for every allegation of sexual abuse at its facility, and all such data may be requested by the Department of Justice from the previous calendar year no later than June 30.

- B. **Allegations Occurring Inside the Facility:** As required by Texas Family Code Chapter 261 and Title 37 Texas Administrative Code Chapter 358, or successor provisions, or the Prison Rape Elimination Act, Contractor, and any of its employees, interns, volunteers or subcontractors, shall report any allegation or incident of abuse, neglect, exploitation, death or other serious incident involving a juvenile in a juvenile justice facility or juvenile justice program in accordance with the law.
- C. **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 child, 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.

11. INSURANCE:

- A. Contractor will maintain general liability insurance against any loss incurred by Guadalupe County properties, employees, and individuals as may be suffered as a result of the operation of the Facility, and a Certificate of Liability Insurance shall be furnished to Principal. Furthermore Principal shall be notified immediately upon any changes in the status of the insurance policy and Contractor shall promptly furnish updated certificates of insurance to Principal.
- B. Principal will maintain insurance on its own account for any liability occurring for illegal detention or liability for Principal's custody and transportation of children of Principal's jurisdiction.

12. DEFAULT:

- A. A Party is in default if the Party fails to cure a breach within 10 days after receipt of written demand from the other Party. If either Party is in default, the non-defaulting Party may: (a) terminate this agreement by providing at least 10 days written notice; and (b) recover all amounts due to the non-defaulting Party under this agreement.
- B. Principal may, by written notice of default to Contractor, terminate the whole or any part of this Agreement, as it deems appropriate, in any one of following circumstances:
 - (1) If Contractor fails to perform the work called for by this Agreement within the time specified herein or any extension thereof; or
 - (2) If Contractor 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
 - (3) In either of these two circumstances after receiving notice of default, Contractor does not cure such failure within a period of ten (10) days.

13. INDEPENDENT CONTRACTOR:

- A. Nothing in this agreement shall in any way be construed to constitute Contractor as an agent, employee, or representative of Principal. Contractor acknowledges and agrees that Principal is not responsible for withholding or paying federal, state or local income tax, FICA, unemployment, or other similar taxes, nor liability, workman's compensation or other similar insurance. Contractor is not entitled to receive any fringe benefits or other employee benefits of any kind from Principal.
- B. Nothing in this agreement shall be construed to permit Principal, its agents, or employees in any way to manage, control, direct or instruct the Facility, its agents or employees in any manner respecting any of their work, duties, or functions pertaining to the maintenance and operation of the Facility. Any suggestions concerning compliance or activities shall be directed in writing to:

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Pre-Adjudication Detention Services Agreement between: Colorado County Juvenile Board and Guadalupe County Juvenile Board


Nick Reininger, Chief Juvenile Probation Officer
Guadalupe County Juvenile Services
2613 N. Guadalupe Street
Seguin, TX 78155

14. AGREEMENT OF PARTIES:

- A. Entire Agreement: There are no oral agreements between Principal and Contractor. This document contains the entire agreement of the parties and may not be changed except by written agreement.
- B. Survival: All provisions that logically ought to survive termination of this Agreement shall survive.
- C. Governing Law: Texas law governs the interpretation, validity, performance, and enforcement of this agreement. If any action at law or in equity is brought to enforce or interpret the provision of this agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which it may be entitled. Exclusive venue for any litigation arising from this Agreement shall be in Guadalupe County, Texas.
- D. Severability: If any clause in this agreement is found to be invalid or unenforceable, the remainder of this agreement will not be affected and all other provisions of this agreement will remain valid and enforceable.
- E. Context: When the context requires, singular nouns and pronouns include the plural.
- F. Notices: Notices under this agreement must be in writing and are effective when hand-delivered, sent by mail, or sent by electronic transmission to the receiving Party's address specified in Paragraph 1.

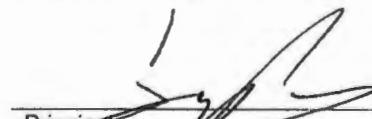
This Contract and Agreement is executed with the declared intention of the parties that this Contract and Agreement is for the provision of the care of children who have committed an act of delinquency or an act indicating a need for supervision, and payment for such care will be made by Principal for the children placed in the Facility by the Juvenile Court and placing County having juvenile jurisdiction.

EXECUTED in duplicate, each of which shall have the full force and effect of an original, the _____ day of _____, 20_____. (Effective Date)



Principal: Traci Darilek
Title: Chief Juvenile Probation Officer
Colorado County Juvenile Probation Department

Contractor: Nick Reininger
Chief Juvenile Probation Officer
Guadalupe County Juvenile Services



Principal:
Title:
Colorado County Juvenile Board

Contractor: Judge Heather Hines Wright, 456th District Court
Chair, Guadalupe County Juvenile Board

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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

Ty Prause
County Judge
Colorado County

Traci Darilek
Director

July 17, 2023

Colorado County Commissioners Court
Colorado County Courthouse
Columbus, Texas 78934

Attn: Colorado County Judge

Dear Judge Prause:

Enclosed please find attached the contracts for detention/residential services effective September 1, 2023. The Contract and agreement for secure long-term and short-term residential service of juvenile offenders between Colorado County Juvenile Probation Department and Hays County Juvenile Center.

The term of this agreement is for 12 months commencing September 1, 2023-August 31, 2024. It shall be automatically renewed for one-year terms thereafter. The daily rate is set at \$250.00 per day for detention/pre-adjudication services. The Post Adjudication-residential services rate is \$300.00 per day.

We respectfully request the Colorado County Commissioners' Court's approval for this service agreement. We have enclosed two originals. 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 black ink, appearing to read "Traci Darilek".

Traci Darilek
Chief Probation Officer

Lavaca County

P.O. Box 330

Hallettsville, Texas 77964

(361)798-9906

Fax: (361)798-5904

**MINUTES OF THE COLORADO COUNTY
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STATE OF TEXAS

§

COUNTY OF HAYS

§

§

**CONTRACT AND AGREEMENT FOR SECURE
LONG-TERM AND SHORT-TERM
RESIDENTIAL SERVICE OF JUVENILE OFFENDERS**

This Agreement is entered into by and between the **Hays County Juvenile Board**, at the request of and on behalf of the **Hays County Juvenile Center** (collectively referred to as "Service Provider") and the Counties of **COLORADO, GONZALES and LAVACA**, (hereinafter referred to as the "Placing County") acting by and through its duly authorized representative, as indicated by their signatures below.

**ARTICLE I
PURPOSE**

- 1.01 The purpose of this Residential Services Agreement is to provide Placing County with residential care for children alleged or adjudicated to have committed delinquent conduct or conduct indicating a need for supervision. The placement facility to be utilized, **Hays County Juvenile Center**, is owned and operated by Service Provider and is located at **2250 Clovis Barker Road, San Marcos, Texas 78666**. The business office address of Service Provider is also **2250 Clovis Barker Road, San Marcos, Texas 78666**.

**ARTICLE II
TERM**

- 2.01 The term of this Agreement is for twelve (12) months, commencing **September 1, 2023**, and ending **August 31, 2024**. It shall be automatically renewed for one year terms thereafter, commencing **September 1st** and ending **August 31st**, unless one party notifies the other in writing, at least thirty (30) days prior to the expiration of said term, of its intention to not renew this Agreement.
- 2.02 The terms of this Agreement shall be extended until such time as all services which have been requested by Placing County, and are pending on the termination date in section 2.01 above, have been performed.

**ARTICLE III
SERVICES**

- 3.01 Service Provider will provide the appropriate levels of care for the behavioral levels of service as described in the Texas Administrative Code (TAC) Chapter 700, Service Level Descriptions. Levels of Care requires the facility meet all applicable standards under Title 37 Texas Administrative Code, as approved by TJJD, and if secure, be certified by the local juvenile board to qualify.

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Levels of Care:

Detention – Pre-Adjudication

Specialized - Post-Adjudication

- 3.02 Service Provider will perform the following services:
- A. Provide basic residential child care services, including: standard supervision by qualified adults, food and snacks, clothing, recreation, personal hygiene items, haircuts, transportation, school supplies, educational and vocational activities, medically necessary health services, and miscellaneous, as requested by Placing County.
 - B. Special treatment services, including behavior management, diagnostic services, therapeutic counseling and psychiatric consultation.
 - C. Ensure that the child's parent(s) or legal guardian(s), and Placing County's placement officer is notified immediately if a child in placement makes an unauthorized departure, becomes seriously ill, or is involved in a serious accident. In the event of serious illness or accident and for any required follow-up care, Service Provider shall be responsible for having the child transported to the nearest hospital or emergency care facility.
 - D. Work with Placing County's placement officer to create a written **Individualized Treatment/Case Plan** developed in concert with the client and mutually agreed upon by the appropriate Service Provider staff and the Probation Officer within thirty (30) days of placement. Said Individualized Treatment/Case Plan shall include measurement of progress toward goals in the following nine (9) domains: medical; safety and security; recreational; educational; mental/behavioral health; relationship; socialization; permanence; parent and child participation.
 - E. Coordinate and document meetings to review the **Individualized Treatment Plan** with the child and the assigned probation placement officer at reasonable intervals, not to exceed ninety (90) days, to assess the child's progress toward meeting goals set forth, making modifications when necessary, and determining the need for continued placement outside of the child's natural home. The Individualized Treatment Plan shall contain the reasons why the placement may benefit the client; shall specify behavioral goals and objectives being sought for each client; shall state how the goals and objectives are to be achieved in the placement; shall state how the parent(s), guardian(s), and, where possible, grandparents and other extended family members will be involved in the program plan to assist in preventing or controlling the child's objectionable behavior.
 - G. Provide the probation placement officer with a written report of the child's progress on a monthly basis in a Monthly Progress Report.

**ARTICLE IV
EVALUATION CRITERIA**

- 4.01 The Individual Treatment Plan for each child must contain specific behavior goals and services that are appropriate to the child and enable the child to develop to his/her fullest potential. This

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development will be through the provision of a safe, drug-free environment in which counseling services are utilized as tools for educational, emotional and behavioral catharsis.

A. Output measures may include, but are not limited to:

1. Average length of stay.
2. Average daily population.
3. Average number of counseling hours provided each child daily, weekly or monthly.
4. Average number of educational hours provided each child daily, weekly or monthly.

B. Outcome measures may include, but are not limited to:

1. 80% of children in placement will complete their placement as a successful discharge.
2. 80% of children in placement will report improved family communication/functioning while in placement.
3. 80% of children in placement will demonstrate progress in a majority of goals outlined in the Individual Treatment Plan.

- 4.02 Service Provider shall report on a monthly basis to Placing County as to each of the foregoing output and outcome measures. These reports will be reviewed by Placing County in order to monitor Service Provider for programmatic compliance with this Agreement.

**ARTICLE V
COMPENSATION**

- 5.01 For and in consideration of the above-mentioned services, Placing County agrees to pay Service Provider not more than the per diem rates based upon the Level of Care provided, in accordance with schedule of rates for 24-Hour Residential Child Care set by the Texas Health and Human Services Commission as currently effective or subsequently amended with the exception of Detention services. The Service Provider will send notice to the Placing County the new Level of Care rates prior to September 1.
- 5.02 The Placing County agrees to pay Service Provider the sum of **\$250.00** per day for each space utilized in **Detention services**. The Placing County agrees to pay Service Provider the sum of **\$300.00** per day for each space utilized in the **Specialized Post-Adjudication programs**. The daily cost being based on the projected actual cost of care for children in the facility.
- 5.03 The rate fee will be paid only for those children specifically authorized to be placed by Placing County through its Fiscal Officer or other designated official.
- 5.04 Service Provider will submit an invoice for payment of services to the Placing County Fiscal Officer 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: hours worked, to be attributed to specific clients if appropriate, date service was rendered, hourly rate, total daily cost, and total monthly cost. Each invoice received for payment will be reviewed by Placing County in order to monitor Service Provider for financial compliance with this Agreement. Invoices submitted by Service Provider in proper form shall be paid by Placing County in a timely manner.
- 5.05 Service Provider must use its best efforts to seek and obtain all benefits available from other sources for eligible children. It must initiate and complete any appropriate Medicaid application and complete all necessary documentation to obtain reimbursement for children who may be

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eligible for Medicaid. Any income received by Service Provider toward the support of a child from sources other than this Agreement, including but not limited to Medicaid, Social Security, medical insurance coverage, or contributions from parents or others must be documented as to each child for whom a billing is submitted and deducted from the invoice submitted to Placing County. Documentation must include the name(s) of the parties receiving the services, the dates and times services were provided and such other information deemed necessary for adequate fiscal control.

- 5.06 Placing County recognizes that part of a client's rehabilitation program may include time away from the residential setting of Service Provider, such as weekends and holidays, and that Service Provider must retain space for the client until his/her return. To this end, Placing County agrees to pay Service Provider the full amount due for such regularly scheduled days away from the residential setting or its program, provided they do not exceed four (4) days per month per client and that prior approval has been obtained by Placing County. Furloughs will not be authorized for the first ninety (90) days of placement, or until the completion of the first Individualized Program Plan Review, whichever comes first, except in only highly unusual situations. Unoccupied bed space constitutes days away from the facility. Individual Treatment Plans may warrant additional days away from the residential setting if approved in writing by Placing County; however, any additional days away from the residential setting will not be charged to Placing County.
- 5.07 The child's parent(s) or guardian(s) shall bear the primary responsibility for payment of any medical or dental needs, by personal payment, health insurance, or Medicaid coverage, as well as clothing or other expenses not provided for in Service Provider's program. Medical or dental care not covered by other funding sources must be submitted for written approval by Placing County for payment prior to the expenditures being incurred.
- 5.08 Services provided that effect payment that are not directly addressed by this Agreement must have prior written approval from Placing County.

**ARTICLE VI
EXAMINATION OF PROGRAM AND RECORDS**

- 6.01 Service Provider agrees that it will permit Placing County to examine and evaluate its program of services provided under the terms of this Agreement and/or to review its records periodically. This examination and evaluation of the program may include site visitation, observation of programs in operation, interview and the administration of questionnaires to the staff of Service Provider and the children when deemed necessary.
- 6.02 Service Provider shall provide to Placing County such descriptive information on contracted children as requested on forms provided by Placing County.
- 6.03 For purposes of evaluation, inspection, auditing or reproduction, Service Provider agrees to maintain and make available to an authorized representative of the State of Texas or Placing County any and all books, documents or other evidence pertaining to the costs and expenses of this Agreement.
- 6.04 Service Provider shall retain and make available to Placing County all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a minimum of seven (7) years, or until any pending litigation, claim, audit or review and all questions arising there from have been resolved, and shall make available for Placing County's

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inspection, all contractual agreements with Service Provider's subcontractors for services related to this Agreement.

- 6.05 Service Provider understands that 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 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 the foregoing clauses concerning the authority of the State of Texas to audit and the requirement to cooperate is included in any subcontract or arrangement Service Provider enters into in which funds received under this Agreement form all or part of the consideration.

**ARTICLE VII
CONFIDENTIALITY OF RECORDS**

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

**ARTICLE VIII
PRISON RAPE ELIMINATION ACT OF 2003 (PREA)**

- 8.01 The Service Provider has a zero tolerance towards all forms of sexual abuse and sexual harassment in accordance with the provisions of the Prison Rape Elimination Act of 2003 that provides for administrative and/or criminal disciplinary sanctions. The Service Provider shall adopt policies and comply with the Prison Rape Elimination Act of 2003 (28 CFR §115) standards and shall permit the Placing County to monitor its facility and records as necessary to ensure that the Service Provider is complying with said standards.
- 8.02 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 PREA which establishes a zero-tolerance standard against sexual assault of incarcerated persons, including juveniles, and addresses the detection, elimination, prevention, and reporting of sexual assault in facilities housing adult and juvenile offenders.
- 8.03 Under PREA, Service Provider shall make available to the Chief Juvenile Probation Officer of the Placing County all incident-based aggregated data reports for every allegation of sexual abuse at its facility, and all such data may be requested by the Department of Justice from the previous calendar year no later than June 30 (PREA Sec. 115.387(e) and (f)). The Service Provider shall report to the Placing County in writing within 15 days any positive findings by a court or governmental agency that the Service Provider has violated a relevant federal statute or rule.
- 8.04 Service Agency shall be responsible for the financial cost associated with any PREA audit.

**ARTICLE IX
REPORTING ABUSE REQUIREMENTS**

- 9.01 Service Provider shall ensure that all of its employees, interns, volunteers, subcontractors, agents and/or consultants that have contact with juveniles in a juvenile justice facility or juvenile justice

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program will be properly trained to recognize and shall report all suspected or alleged incidents of abuse, neglect, exploitation, death or serious incidents involving a juvenile under the supervision of Placing County 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 incident.

- 9.02 Service Provider shall notify Placing County immediately of any abuse, neglect, exploitation, death or serious incidents involving a juvenile under the supervision of Placing County.

**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 Placing County, 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 Placing County:
- A. any and all corrective action required by any of Service Provider's licensing authorities;
 - B. any and all litigation filed against Service Provider, or against its employees, interns, volunteers, subcontractors, agents and/or consultants that have direct unsupervised contact with juveniles; and
 - C. any pending or initiated criminal or governmental investigations and results/findings related to Service Provider, or against its employees, interns, volunteers, subcontractors, agents and/or consultants that have direct unsupervised contact with juveniles.

**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 any employee, prospective employee, child, childcare provider, or parent on the basis of age, 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 prior written consent of Placing County.

**ARTICLE XIII
OFFICIALS NOT TO BENEFIT**

- 13.01 No officer, employee or agent of Service Provider 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 out 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 Placing County 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 the 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
 - C. 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.
- 14.02 Any default by Service Provider, regardless of whether the default results in termination, will jeopardize Service Provider's ability to contract with Placing County in the future, and may result in the refund of compensation received under this Agreement.

**ARTICLE XV
TERMINATION**

- 15.01 This Agreement may be terminated:
- A. By either party upon ten (10) days written notice to the other party of the intention to terminate; or
 - B. Upon expenditure of available funds.
- 15.02 If at any time during the term of this agreement Placing County, in its sole discretion, determines that the safety of children being served under this Agreement may be in jeopardy, Placing County may immediately suspend the effect of this Agreement, including but not limited to the obligation to pay, upon giving notice to the Service Provider.
- 15.03 Service Provider must not release a client to any person or agency other than Placing County without the express written consent of an authorized agent of Placing County.

**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 Placing County. Service Provider also waives any rights it may have to indemnification from Placing County.

**ARTICLE XVII
INDEMNIFICATION**

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- 17.01 The Service Provider shall indemnify, save and hold harmless the Placing County, its officers, agents, and employees from all suits, actions, losses, damages, claims, or liability of any character, type, or description, including without limiting the generality of the foregoing all expenses of litigation, court costs, and attorney's fees for injury or of the foregoing all expenses of litigation, court costs, and attorney's fees for injury or death to any person, or injury to 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 the Service Provider, its agents, servants, employees, consultants, or invitees, in the execution or performance of this Contract.
- 17.02 In the event that any claim, suit, or other action is made or brought by any person, firm, corporation, or other entity against the Service Provider or County, the Service Provider shall give written notice to the Placing County of any such claim, demand, suit or other action within three (3) working days after being notified of such claim, demand, suit or other action or the threat thereof.

**ARTICLE XVIII
SOVEREIGN IMMUNITY**

- 18.01 This Agreement is expressly made subject to Hays County's Sovereign Immunity, Title 5 of the Texas Civil Practices and Remedies Code, and all applicable federal and state law. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver or any immunities from suit or from liability that Hays County has by operation of law. Nothing in this Agreement is intended to benefit any third party beneficiary.

**ARTICLE XIX
REPRESENTATIONS & WARRANTIES**

- 19.01 Service Provider hereby represents and warrants the following:
- A. that it has all necessary right, title, license and authority to enter into this Agreement;
 - B. that it is qualified to do business in the State of Texas; that it holds 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 operation of its business; and that there are no taxes due and owing to the State of Texas, the County of Hays, or any political subdivision thereof;
 - C. that it carries sufficient insurance to provide protection to Hays County and Placing County under the indemnity provisions, as well as for any potential liabilities that arise from or related to this Agreement;
 - D. that it shall provide Placing County with documentation confirming that Service Provider's license is currently in good standing with the licensing entity and shall not provide services under this agreement unless its license is in good standing; and
 - E. that Service Provider is a vendor in good standing with Texas Comptroller of Public Accounts, if applicable.

**ARTICLE XX
TEXAS LAW TO APPLY**

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

July 24, 2023

- 20.01 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 **Hays County, Texas**.

**ARTICLE XXI
VENUE**

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

**ARTICLE XXII
ADDITIONAL TERMS AND AGREEMENTS**

- 22.01 Service Provider shall comply with all applicable federal and state laws and regulations, Placing County policies, procedures, and administrative rules, and Texas Juvenile Justice Department standards pertinent to services provided under this Agreement.
- 22.02 Pursuant to Section 231.006 of the Texas Family Code, the Service Provider certifies that it is not ineligible to receive the state-funded grant, loan, or payment and acknowledges that this Agreement may be terminated and payment may be withheld if the certification is inaccurate.
- 22.03 Service Provider is hereby notified that state funds are used to pay for services rendered to Placing County. For this reason, Service Provider shall account separately for the receipt and expenditure of all funds received from Placing County, and shall adhere to Generally Accepted Accounting Principles (GAAP) in the accounting, reporting and auditing of such funds.
- 22.04 Service Provider has not, and will not boycott Israel during the term of this Agreement. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

**ARTICLE XXIII
LEGAL CONSTRUCTION**

- 23.01 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.

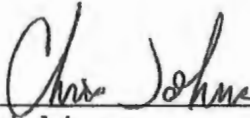
**ARTICLE XXIV
PRIOR AGREEMENTS SUPERSEDED**

- 24.01 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.

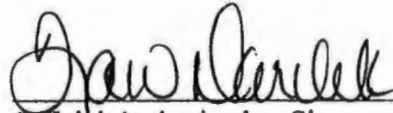
MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

July 24, 2023

Executed this the 6th day of July, 2023 each copy hereof shall be considered an original copy for all purposes.



Chris Johnson
Chairman, Hays County Juvenile Board
Hays County Justice Center, Room 177
San Marcos, Texas 78666



Official Authorized to Sign

Iraci Danker


Printed Name

Title: Chief Probation Officer

Colorado COUNTY



Brett Littlejohn
Administrator, Hays County Juvenile Center
2250 Clovis Barker Rd.
San Marcos, Texas 78666



Official Authorized to Sign

Ty Prause

Printed Name

Title: Colorado County Judge

Colorado COUNTY

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
July 24, 2023**



**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

Ty Prause
County Judge
Colorado County

Traci Darilek
Director

July 17, 2023

Colorado County Commissioners Court
Colorado County Courthouse
Columbus, Texas 78934

Attn: Colorado County Judge

Dear Judge Prause:

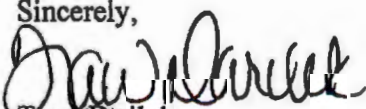
Enclosed please find the Contract for Secure Short - Term Detention of Juvenile Offenders between Colorado County Juvenile Probation Department and San Patricio County Juvenile Justice Center.

The term of this agreement is to be effective July 1, 2023 through December 31, 2023 unless terminated earlier in accordance with this contract. The daily rate is set at \$175.00 per day.

We respectfully request the Colorado County Commissioners' Court's approval for this service agreement. We have enclosed two originals. 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,

Traci Darilek
Chief Probation Officer

Lavaca County

P.O. Box 330

Hallettsville, Texas 77964

(361)798-9906

Fax: (361)798-5004

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

July 24, 2023

THE STATE OF TEXAS

COUNTY OF SAN PATRICIO

**CONTRACT AND AGREEMENT FOR
DETENTION OF JUVENILE OFFENDERS**

This contract and Agreement made and entered into by and between the Juvenile Board of San Patricio County, acting by and through its duly authorized representatives and through its Commissioners Court and the Juvenile Board of **2nd 25th Judicial District serving Lavaca, Gonzales, and Colorado County** acting by and through its duly authorized representatives, and through its Commissioners Court, to be effective July 1, 2023, through December 31, 2023 unless terminated earlier in accordance with this Contract. No commitment of contract funds is permitted prior to the first day or subsequent to the last day of the contract period. Nothing herein shall prevent the parties from revising the period of this contract by written agreement at a later date.

The purpose of the Contract is to provide twenty-four-hour secure residential services in the SAN PATRICIO COUNTY JUVENILE DETENTION CENTER for children who are ordered by a court of proper jurisdiction in **2nd 25th Judicial District serving Lavaca, Gonzales, and Colorado County**, which children being referred for an act of delinquent conduct or an act indicating a need for supervision, during pre-trial and pre-dispositional status or during the post-dispositional stay prescribed by the Court.

I. WITNESSETH:

WHEREAS, San Patricio County operates the San Patricio County Juvenile Detention Center, also referred to as "the facility". Whereas the **2nd 25th Judicial District serving Lavaca, Gonzales, and Colorado County** Juvenile Board, in order to carry out and conduct its juvenile program in accordance with Title III of the Texas Family Code has need of the use of detention facilities to house and maintain children of juvenile age, referred for an act of delinquent conduct or an act indicating a need for supervision during pre-trial and pre-disposition status, and

WHEREAS, San Patricio County will make the facilities available to the **2nd 25th Judicial District serving Lavaca, Gonzales, and Colorado County** Juvenile Board for such use and purpose, and **2nd 25th Judicial District serving Lavaca, Gonzales, and Colorado County** Juvenile Board desires to contract for the use of said facility under the following terms and conditions, and

WHEREAS, the San Patricio County Juvenile Detention Center is designed to be a certified juvenile detention facility as defined by Section 51.12(a)(3) of the Texas Family Code; and,

WHEREAS, the San Patricio County Juvenile Detention Center has been duly inspected and certified as being suitable for the detention of juveniles as provided by Section 51.12(c) of the Texas Family Code and has certified compliance as required by Section 51.12(c); and,

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WHEREAS, the **2nd 25th Judicial District serving Lavaca, Gonzales, and Colorado County** Juvenile Board desires to employ the San Patricio County Juvenile Detention Center to provide detention services for such of **2nd 25th Judicial District serving Lavaca, Gonzales, and Colorado County** accused children as may be necessary in order to protect the accused child or to protect the public from harm by Court Ordered Detention at the San Patricio County Juvenile Detention Center in accordance with Section 54.01 of the Texas Family Code; and, WHEREAS, the San Patricio County Juvenile Detention Center desires to maintain juveniles in detention only as allowed by law.

Now therefore, the parties agree as follows:

- (1) San Patricio County Juvenile Detention Center will provide room and board, supervision on a twenty-four hours per day, seven days per week basis, (but shall not pay for emergency examination, treatment, hospitalization, prescriptions, or instant urinalysis cups) and a program of education and recreation to each child placed within the facility.
- (2) **2nd 25th Judicial District serving Lavaca, Gonzales, and Colorado County** agrees to pay San Patricio County the sum of **\$175.00 per day** for each child placed within the facility. A child placed in detention before midnight on any one day will be considered under this contract as having been in custody the entire day for billing purposes. In the event a high-risk suicidal child is in the facility and additional staff are required to meet the needs of the child, an additional charge of \$10.00 per hour for each hour the child is on a 1 to 1 suicide supervision ratio will be added and billed to **2nd 25th Judicial District serving Lavaca, Gonzales, and Colorado County**. San Patricio County will bill **2nd 25th Judicial District serving Lavaca, Gonzales, and Colorado County** no later than ten (10) days from the last day of the month for which payment is being requested for the use of the detention facility. Each billing shall contain both the name of the child(ren), a brief statement of the services provided, the rate of services, monthly progress notes and the number of days for which payment is requested. **2nd 25th Judicial District serving Lavaca, Gonzales, and Colorado County** agrees to make payment to San Patricio County in accordance with the State of Texas Prompt Payment Act, Chapter 225.1, Government Code VTCA upon receipt of valid invoices. Invoices will be mailed to **2nd 25th Judicial District serving Lavaca, Gonzales, and Colorado County, Juvenile Probation Department**. The sum shall be paid to San Patricio County, P.O. Box 1122, Sinton, Texas 78387, within thirty (30) days of receipt of billing. **2nd 25th Judicial District serving Lavaca, Gonzales, and Colorado County, Texas, Juvenile Probation Department** reserves the right to require the reimbursement of any over payments determined as a result of any audit or inspection of records kept by the **2nd 25th Judicial District serving Lavaca, Gonzales, and Colorado County** on work performed under this contract
- (3) If in the sole discretion of the San Patricio County Juvenile Probation Department's Chief Juvenile Probation Officer or designee, (hereafter called Administrator) there is a need for emergency examination, treatment, and/or hospitalization for a child placed in the facility by **2nd 25th Judicial District serving Lavaca, Gonzales, and Colorado County Juvenile Board**, the Administrator is authorized to secure such examination,

**MINUTES OF THE COLORADO COUNTY
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treatment, or hospitalization at the expense 2nd 25th Judicial District serving Lavaca, Gonzales, and Colorado County, Texas, Juvenile Probation Department to request that 2nd 25th Judicial District serving Lavaca, Gonzales, and Colorado County, Texas, Juvenile Probation Department be billed for the same. 2nd 25th Judicial District serving Lavaca, Gonzales, and Colorado County Juvenile Department staff or its representatives shall be responsible to transport the child to receive services unless it is an emergency. 2nd 25th Judicial District serving Lavaca, Gonzales, and Colorado County Juvenile Board agrees to pay for said services. The Administrator shall notify 2nd 25th Judicial District serving Lavaca, Gonzales, and Colorado County, Texas, Juvenile Probation Department Juvenile Board of such emergency treatment as soon as reasonably practical.

- (4) Prior to transporting the child to the facility for placement, the official authorizing placement shall call the facility to ensure that space is available. The detention needs of San Patricio County shall take precedence over those of contract jurisdictions and placement of children from contract jurisdictions may be denied if there is no available space in the sole discretion of the Administrator.
- (5) 2nd 25th Judicial District serving Lavaca, Gonzales, and Colorado County Juvenile Probation Department shall ensure that children detained in the facility will be under a proper order of the juvenile court, and the Administrator will be furnished a copy within twenty-four hours or one working day of the child's admission to detention.
- (6) Each child placed in the facility shall be required to follow the rules and regulations of the facility as fixed and determined by the Administrator and his staff.
- (7) San Patricio County has resolved to operate the detention facility in compliance with the Juvenile Justice and Delinquency Prevention Act, and therefore will not accept from contracting jurisdictions children whose detention would prevent the facility from complying with the Juvenile Justice and Delinquency Prevention Act. Section 223. (a)(12)(A) provides that "juveniles who are charged with or have committed offenses that would not be criminal if committed by an adult or offenses which do not constitute violations of valid court orders, or such non-offenders as dependent or neglected children, shall not be placed in secure detention facilities or secure correctional facilities". In no event will the San Patricio County be under any obligation to accept a child who is deemed inappropriate.
- (8) If a child is accepted from 2nd 25th Judicial District serving Lavaca, Gonzales, and Colorado County and such child thereafter is found to be, in the sole judgment of the Administrator, mentally unfit, dangerous or unmanageable, or whose mental or physical health/condition might endanger the other occupants of the facility, then in the Administrator's sole judgment, upon such determination and notification by the Administrator to the 2nd 25th Judicial District serving Lavaca, Gonzales, and Colorado County, Texas, Juvenile Probation Department Juvenile Judge or Probation Office, a Juvenile Probation Officer or Deputy Sheriff of that jurisdiction shall immediately and forthwith remove such child from the detention facility. Notice of such

**MINUTES OF THE COLORADO COUNTY
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removal will be given to **2nd 25th Judicial District serving Lavaca, Gonzales, and Colorado County, Texas, Juvenile Probation Department** for the juvenile to be removed from the San Patricio County Juvenile Detention Center within eight (8) hours, when notified that the facility is overcrowded or the juvenile has become unmanageable. Children who are intoxicated or in need of immediate medical attention will not be accepted under any circumstances without having been seen, treated, and released by a medical professional (Doctor, Physicians Assistant or Nurse Practitioner).

- (9) San Patricio County agrees that facility will accept any child qualified hereunder, without regard to such child's religion, race, creed, color, sex, or national origin.
- (10) **2nd 25th Judicial District serving Lavaca, Gonzales, and Colorado County, Texas, Juvenile Probation Department** Juvenile Probation Department agrees to provide the San Patricio County Juvenile Probation Department the names of all persons authorized by it to visit children placed in the facility. Visitors must be jointly approved by the child's caseworker and Administrator.
- (11) **2nd 25th Judicial District serving Lavaca, Gonzales, and Colorado County, Texas, Juvenile Probation Department** Juvenile Probation Department shall ensure that a representative of that department maintains close and frequent communication with the child and detention staff regarding any pertinent activity. The contracting department shall report all significant incidents regarding an unauthorized departure from the facility, child's medical and psychological problems, suspected or alleged child abuse and needs, as well as a profile of the child's behavior during the admission process immediately or within twenty-four (24) hours. Also, in applicable cases a report will be made to the State Licensing Agency (TJJD, TDFPS, TDSHS, Law Enforcement, etc.) Further, the Administrator shall be informed of the status of the child while in detention and shall be informed of all court dates and times so appropriate arrangements can be made.
- (12) **2nd 25th Judicial District serving Lavaca, Gonzales, and Colorado County, Texas, Juvenile Probation Department** shall agree to order parents or guardian to assume financial responsibility for damage or loss of property at the facility due to the action of a child placed in the facility by **2nd 25th Judicial District serving Lavaca, Gonzales, and Colorado County, Texas, Juvenile Probation Department**.
- (13) It is understood and agreed by the parties hereto that children placed in the facilities under the proper order of the Juvenile Court of **2nd 25th Judicial District serving Lavaca, Gonzales, and Colorado County, Texas, Juvenile Probation Department** shall be maintained therein except that the staff of the contracting jurisdiction may take the children under supervision from the facility to court hearings, counseling sessions, medical/dental appointments or other places as determined by contracting jurisdiction. The staff of the contracting jurisdiction will be required to give adequate warning as to when the child will be removed, expected return time, and will sign a temporary release form.

**MINUTES OF THE COLORADO COUNTY
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- (14) It is further understood and agreed by the parties hereto that children placed in the facility shall be removed there from **2nd 25th Judicial District serving Lavaca, Gonzales, and Colorado County, Texas, Juvenile Probation Department Juvenile Department**, its agents, servants, or employees at the expiration of the detention order under which the child is being detained unless a new Order has been issued authorizing the continued detention, and a copy of such Order has been delivered to the facility. A copy of the Order issued pursuant to waiver shall be furnished promptly to the facility.
- (15) It is further understood and agreed by the parties hereto that children placed in the facility shall not be removed prior to the expiration of the Court Order except by a Probation Officer of the contracting jurisdiction or as provided in paragraph (8) above, without delivery of an Order for Release signed by the Judge of the Juvenile Court of **2nd 25th Judicial District serving Lavaca, Gonzales, and Colorado County, Texas, Juvenile Probation Department**.
- (16) It is further understood and agreed that nothing in this contract shall be construed to permit **2nd 25th Judicial District serving Lavaca, Gonzales, and Colorado County, Texas, Juvenile Probation Department Juvenile Probation Department**, its agents, servants, or employees in any way to manage, control, direct or instruct San Patricio County or San Patricio County Juvenile Board, its servants or employees in any manner respecting any of their work, duties or functions pertaining to the maintenance and cooperation of the facilities.
- (17) It is further understood and agreed that **2nd 25th Judicial District serving Lavaca, Gonzales, and Colorado County, Texas, Juvenile Probation Department** agrees to transport juveniles to and from court hearings in restraints (handcuffs and leg irons) with personal property to include medications in a locked container which will be kept apart from the juveniles during transportation.

II. TERMINATION

This contract shall terminate upon full performance of all requirements contained in this contract unless extended in writing.

2nd 25th Judicial District serving Lavaca, Gonzales, and Colorado County, Texas, Juvenile Probation Department may by written notice of default to **San Patricio County**, terminate the whole or any part of this contract in any one of the following circumstances:

- A. If **San Patricio County** fails to perform the work called for by this contract within the time specified therein or any extension thereof; or
- B. If **San Patricio County** fails to perform any of the other provisions of this contract, or so fails to prosecute the work as to endanger the performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days after receiving notice of default.
- C. If any other representatives or warranties are or become false, erroneous, or otherwise incorrect.

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

July 24, 2023

III. DEFAULT

In the event of a default of **San Patricio County, 2nd 25th Judicial District serving Lavaca, Gonzales, and Colorado County, Texas, Juvenile Probation Department** may cancel or suspend the contract and **San Patricio County** shall be entitled to recovery for all services provided prior to the cancellation date or shall repay any funds advanced for services not yet rendered. **San Patricio County** shall be responsible for reimbursing **2nd 25th Judicial District serving Lavaca, Gonzales, and Colorado County, Texas, Juvenile Probation Department** for services associated with questioned costs as a result of deficiencies found during any site visits conducted prior to the termination of the contract.

In the event of default on the part of **2nd 25th Judicial District serving Lavaca, Gonzales, and Colorado County, Texas, Juvenile Probation Department, San Patricio County** may cancel or suspend this contract and **San Patricio County** shall be entitled to recovery for all services provided prior to the cancellation date other than any services that are in question as a result of any audit.

This contract may be terminated by either party upon ten (10) days written notice to the other party of the intention to terminate or upon expenditure of available funds.

IV. MISCELLANEOUS PROVISIONS

2nd 25th Judicial District serving Lavaca, Gonzales, and Colorado County, Texas, Juvenile Probation Department hereby certifies that funds are available for the current fiscal year for payments anticipated under the terms and conditions of this agreement. *In the event funds are not appropriated or are otherwise unavailable, this contract shall be terminated by either party as outlined in Section II.*

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 any payment for such care by **2nd 25th Judicial District serving Lavaca, Gonzales, and Colorado County, Texas, Juvenile Probation Department** for such children placed in the facility by the Judge of **2nd 25th Judicial District serving Lavaca, Gonzales, and Colorado County, Texas, Juvenile Probation Department** having juvenile jurisdiction.

San Patricio County, as required for the TJJJ State Financial Assistance Contracts, hereby agrees to the following:

The goals, outputs, and measurable outcomes directly related to program objectives are:

Goals: Provide secure detention for juveniles referred for delinquent conduct, and have the juvenile available for return to the Court as requested by the contracting agency. Provide educational services for all juveniles placed in detention as available.

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

July 24, 2023

Outputs: Juveniles will attend class daily and participate in all programs of the facility. The detention facility staff will provide disciplinary reports prior to detention hearings, and will notify the contracting agency if the child is injured or ill and requires medical attention.

Measurable Outcomes: Detention will provide safety for the community as well as aid in reducing recidivism.

San Patricio County shall comply with all applicable federal and state regulations and with Department policies and procedures regarding services delivered under this contract. This provision includes, but is not limited to those regulations and policies directly or indirectly addressed by this contract.

Under Section 231.006, Family Code, **San Patricio County** represents and warrants that the individual or business entity named in this contract eligible to receive payment hereunder and acknowledges that this contract may be terminated and payment withheld if this representation and warranty is inaccurate.

San Patricio County shall also provide certification of eligibility to receive state funds as required by the Texas Family Code Section 231.006.

San Patricio County hereby represents and warrants that it has all necessary right, title, license, and authority to enter into this contract.

San Patricio County further represents and warrants that it is qualified to do business in the State of Texas. There are no taxes due and owing to the State of Texas, 2nd 25th Judicial District or any political subdivision thereof, it holds all necessary licenses and certifications to operate the type of services being contracted for, it is in compliance with all statutory and regulatory requirements for its operation.

San Patricio County will also provide copies of all current agency licenses, certification, registration, or other necessary regulatory permits, etc. to the **2nd 25th Judicial District serving Lavaca, Gonzales, and Colorado County, Texas, Juvenile Probation Department Juvenile Probation Department** to be kept on file. It is **San Patricio County** responsibility to ensure that all documentation has been received and is updated accordingly.

San Patricio County 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 juvenile as required by Texas Family Code Section 261 and Title 37 Texas Administrative Code Chapter 358, or successor provisions. Reports will be made 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

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
July 24, 2023**



**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

Ty Prause
County Judge
Colorado County

Traci Darilek
Director

July 17, 2023

Colorado County Commissioners Court
Colorado County Courthouse
Columbus, Texas 78934

Attn: Colorado County Judge

Dear Judge Prause:

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

The term of this agreement is for 12 months commencing September 1, 2023-August 31, 2024. It shall be automatically renewed for one-year terms thereafter. The daily rate is set at \$150.00 per day.

We respectfully request the Colorado County Commissioners' Court's approval for this service agreement. We have enclosed two originals. 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 black ink, appearing to read "Traci Darilek".

Traci Darilek
Chief Probation Officer

Lavaca County

P.O. Box 330

Hallettsville, Texas 77964

(361) 798-3906

Fax: (361) 798-5904

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

July 24, 2023

**Brazos County Juvenile Justice Center
Detention Services Agreement
September 1, 2023–August 31, 2024**

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
COMMISSIONER'S COURT REGULAR MEETING
July 24, 2023**

**Brazos County Juvenile Justice Center
Detention Services Agreement
September 1, 2023–August 31, 2024**

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 **\$150.00** 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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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;
 - B. That it is qualified to do business in the State of Texas; that it hold all necessary licenses and staff certifications to provide the type (s) of services being contracted for; that it is in compliance with all statutory and regulatory requirements for the operations of its business and that there are no taxes due and owing to the State of Texas, the County of Brazos or any political subdivision thereof;
 - C. 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.
 - D. That all of its employees, interns, volunteers, subcontractors, agents and/or consultants will be properly trained to report allegations or incidents of abuse, exploitation, neglect, death or serious incidents involving a

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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**

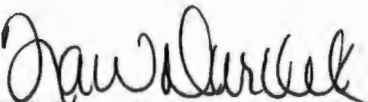
- 22.01 Service Provider shall adopt and comply with all federal, state, county, and city laws, ordinances, regulations and standards applicable to the provision of services described herein and the performance of all obligations undertaken pursuant to this Contract, including the Prison Rape Elimination 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)]

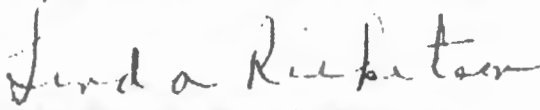
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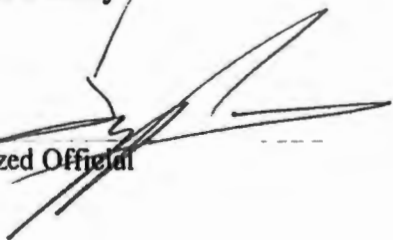
Colorado County Juvenile Probation


Chief Juvenile Probation Officer

Brazos County Juvenile Justice Center


Linda Ricketson, Executive Director

Colorado County


Authorized Official

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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**2nd 25th Judicial District
Department of Juvenile Services**

Jessica Richard Crawford
District Judge
2nd 25th Judicial District

Traci Darilek
Director

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

Ty Prause
County Judge
Colorado County

July 17, 2023

Colorado County Commissioners Court
Colorado County Courthouse
Columbus, Texas 78934

Attn: Colorado County Judge

Dear Judge Prause:

Enclosed please find attached the contracts for detention/residential services effective September 1, 2023. The Contract for Secure Short - Term Detention of Juvenile Offenders between Colorado County Juvenile Probation Department and Victoria County Juvenile Justice/Detention Facility.

The term of this agreement is for 12 months commencing September 1, 2023-August 31, 2024. It shall be automatically renewed for one-year terms thereafter. The daily rate is set at \$200.00 per day for detention/pre-adjudication. The Specialized Level of Care (secure long-term residential service) will remain at \$250.00 and Specialized Pregnant Offender program at \$300.00 per day.

We respectfully request the Colorado County Commissioners' Court's approval for this service agreement. We have enclosed two originals. 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,

Traci Darilek
Chief Probation Officer

Lavaca County

P.O. Box 330

Hallettsville, Texas 77964

(361)798-9906

Fax: (361)798-5904

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

STATE OF TEXAS
COUNTY OF VICTORIA

VICTORIA COUNTY JUVENILE BOARD
VICTORIA COUNTY JUVENILE JUSTICE CENTER
Detention Services

September 1, 2023 - August 31, 2024

This Agreement is entered into by and between 2nd 25th Judicial District servicing Colorado, Lavaca and Gonzales County, acting by and through its duly authorized representative (hereinafter "Juvenile Probation") and the Victoria County Juvenile Board, acting by and through its duly authorized representative and the County Judge, concerning detention services provided at the Victoria County Juvenile Justice Center (hereinafter "the Facility") by the Victoria County Juvenile Services Department (hereinafter "Service Provider") pursuant to license granted by the Texas Juvenile Justice Department and/or any other appropriate State agency with licensure or regulatory authority over this facility ("Service Provider").

ARTICLE I
PURPOSE

- 1.01 Whereas 2nd 25th Judicial District Serving Colorado, Lavaca and Gonzales County, in order to carry out and conduct its juvenile program in Accordance with the Juvenile Justice Code, Title III of the Texas Family Code has need of the use of detention facilities to house and maintain children of juvenile age, who are referred to a detention facility for act(s) of delinquency or act(s) indicating a need for supervision, during pre-trial and pre-dispositional status or in the post-dispositional treatment prescribed by the Court. The placement facility to be utilized is owned and operated by Service Provider, and is located at 97 Foster Field Dr, Victoria, Texas 77904.

ARTICLE II
TERM

- 2.01 The term of this Agreement is for 12 months commencing September 1, 2023 - August 31, 2024. It shall be automatically renewed for one year terms thereafter, commencing September 1st and ending August 31st, unless one party notifies the other in writing, at least thirty (30) days prior to the expiration of said term, of its intention to not renew this Agreement.

ARTICLE III
PROVISIONS OF SERVICES

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

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- B. If emergency examination, EMS treatment, health care treatment and/or hospitalization outside the Facility ("Outside Treatment") is required for a child placed in the Facility, the Administrator of the Facility is authorized to secure the Outside Treatment at the expense Of Colorado Juvenile Probation and agrees to reimburse Service Provider, its officers, directors, representatives, agents, shareholders and employees for any and all liability for charges for Outside Treatment. The Administrator shall notify the appropriate Juvenile Probation officials of Outside Treatment with twenty-four (24) hours of its occurrence.
- C. Children from Juvenile Probation who are alleged to have engaged in delinquent conduct, or conduct indicating a need for supervision, as reflected in a Child in Need of Supervision Order (CINS) will be admitted to the facility under the authority of any Juvenile Court having jurisdiction or its designated official. Children not released within forty-eight (48) hours (excluding weekends and holidays) must have a detention hearing in the appropriate Juvenile Court in accordance with the Texas Family Code, Title III (Section 54.01). If the child is ordered detained, a certified copy of the Detention Order must be delivered to the detention Facility prior to the child's re-admission.
- D. Each child placed in the Facility shall be required to follow the rules and regulations of conduct as fixed and determined by the Administrator and staff of the Facility.
- E. Acceptance of a child by the Facility will be determined by space availability. Service Provider reserves the right to refuse admission of any child deemed inappropriate. Service Provider has resolved to operate the Facility in compliance with the Juvenile Justice and Delinquency Prevention Act, and therefore, Service Provider will not accept children whose detention would prevent the Facility from complying with the Juvenile Justice and Delinquency Prevention Act or those "juveniles who are charged with or has committed offenses that would not be criminal if committed by an adult or offenses which do not constitute violations of valid court order, or such non-offenders as dependent or neglected children." Section 223(a) (12) (A), Juvenile Justice Delinquency Prevention Act. No child who is intoxicated or in need of immediate medical attention will be accepted under any circumstances without having been seen, treated and released by a medical professional.

If a child is accepted by the Facility from Juvenile Probation and the child thereafter is determined to be, in the sole judgment of the Administrator, mentally or physically unfit, dangerous, unmanageable, unsuitable for the program or combination of such conditions or whose mental or physical conduct would or might endanger the other occupants of the Facility, then the Administrator shall notify Juvenile Probation of this determination. The child shall immediately be removed from the Facility but in no event no longer than forty eight (48) hours after notification. It will be the responsibility of Juvenile Probation, at its expense, to provide for the transportation for the removal of the child.

- F. Service Provider agrees that the facility will accept any child who qualifies, without regard to such child's religion, race, creed, sex or national origin.
- G. It is further understood and agreed by the parties that children placed in pre-adjudication care in the Facility shall be removed from the Facility by the appropriate authorities from Juvenile Probation, or its agents, servants or employees at the conclusion of the ten (10) day working period authorized by the Court Order issued at the conclusion of the initial detention hearing by the Judge of the appropriate Juvenile Court unless a new Order has been issued authorizing the continued detention, and a copy of the new Order has been delivered to the Facility, or unless a waiver of the ten (10) working day hearing has been

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

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

**ARTICLE IV
COMPENSATION**

- 4.01 For and in consideration of the above-mentioned services, Juvenile Probation agrees to pay Service Provider the sum of \$200.00 per day for each child. The daily rate shall be paid to Service Provider for each day a child is in detention. The cost is based on the projected actual cost of care for children in the facility. Juvenile Probation shall receive a detailed statement each month when it has placed a child in the Facility.
Payment is due within 30 days of receipt of billing and shall be mailed to:

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

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

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**ARTICLE V
ADDITIONAL TERMS & AGREEMENTS**

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

**ARTICLE VI
EXAMINATION OF PROGRAM & RECORDS**

- 6.01 Service Provider agrees that it will permit Juvenile Probation to examine and evaluate its program of services provided under the terms of this agreement and/or to review its record periodically. This examination and evaluation of the program may include site visitation, observation of programs in operation, interview and the administration of questionnaires to the staff of Service Provider and the children when deemed necessary.
- 6.02 Service Provider shall provide to Juvenile Probation such descriptive information on contracted children as requested on forms provided by Juvenile Probation.
- 6.03 For purpose of evaluation, inspection, auditing or reproduction, Service Provider agrees to maintain and make available to authorized representatives of the State of Texas or Juvenile Probation any and all books, documents or other evidence pertaining to the costs and expenses of this Agreement.
- 6.04 Service Provider will keep a record of all services provided to Juvenile Probation under this Agreement, and upon reasonable notice will provide information, records, papers, reports, and other documents regarding services furnished as may be requested by Juvenile Probation. Service Provider will maintain the records (as referenced above) for seven (7) years after the termination of this Agreement.
- 6.05 Service Provider understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Contractor and the requirement to cooperate is included in any subcontract it awards."
- 6.06 Required Contract Provision for Contracts Subject to Federal Award (if applicable): Pursuant to 2 CFR 200.326, a non-Federal entity's contracts must contain the applicable provisions described in Appendix II to 2 CFR 200-Contract Provisions for non-Federal Entity Contracts under Federal

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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

Ty Prause
County Judge
Colorado County

Traci Darilek
Director

July 17, 2023

Colorado County Commissioners Court
Colorado County Courthouse
Columbus, Texas 78934

Attn: Colorado County Judge

Dear Judge Prause:

Enclosed please find attached the contracts for detention/residential services effective September 1, 2023. The Contract and agreement for secure long-term and short-term residential service of juvenile offenders between Colorado County Juvenile Probation Department and Atascosa County Juvenile Center.

The term of this agreement is for 12 months commencing September 1, 2023 and will automatically renew September 1st of each year thereafter, unless terminated earlier by either party, in accordance with this agreement. The daily rate is set at \$200.00 per day for detention/pre-adjudication services. The Post Adjudication-residential services rate is \$250.00 per day.

We respectfully request the Colorado County Commissioners' Court's approval for this service agreement. We have enclosed two originals. 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 black ink, appearing to read "Traci Darilek".

Traci Darilek
Chief Probation Officer

Lavaca County

P.O. Box 330

Hallettsville, Texas 77964

(361)798-9906

Fax: (361)798-5904

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**THE STATE OF TEXAS
COUNTY OF ATASCOSA**

CONTRACT FOR JUVENILE DETENTION SERVICES

This Agreement is made be and between the County of Atascosa, a political subdivision of the State of Texas, acting through the Atascosa County Juvenile Board, by its duly authorized representative (hereinafter referred to as "Atascosa"), and 2nd 25th JUDICIAL DISTRICT representing GONZALES COUNTY, LAVACA COUNTY and COLORADO COUNTY, a political subdivision of the State of Texas (hereinafter referred to as "Contractor").

WITNESSETH

WHEREAS, Atascosa County, Texas and the Atascosa County Juvenile Board operate the Atascosa County Juvenile Justice Center (hereinafter referred to as the "Facility"), Located at 1511 Zanderson Avenue, Jourdanton, Texas 78026, a Certified Juvenile Detention Facility as described in Section 51.12 (a) (3) of the Texas Family Code for the housing of juvenile offenders who are:

1. Over the age of ten (10) years and under the age of seventeen (17) years; or
2. Seventeen (17) years of age or older, but under eighteen (18) years of age, who are alleged or found to have engaged in Delinquent Conduct or Conduct Indicating a Need for Supervision (as defined in Section 51.03 of the Texas Family Code) as a result of acts committed before becoming seventeen (17) years of age; and

WHEREAS, the Facility has been duly inspected and certified as being suitable for the detention of juveniles as provided by Section 51.12 © of the Texas Family Code and has certified compliance as required by Section 51.12 ©; and

WHEREAS, Contractor, in order to carry out and conduct its juvenile program in accordance with the Texas Family Code, Title 3, Juvenile Justice Code, has need of the use of the Facility located in Atascosa County, Texas to house and maintain accused children of juvenile age (hereinafter referred to as juvenile, child, youth, client, or student), and provide for such detention services as may be necessary in order to protect an accused child or to protect the public from harm, such protection being Court Ordered Detention at the Facility, in accordance with Section 54.01 of the Texas Family Code; and

WHEREAS, Atascosa desires to maintain juveniles in detention only as allowed by law; and

WHEREAS, the parties are political subdivisions of the State of Texas authorized to enter into an agreement for such detention services pursuant to Chapter 791 of the Government Code (Tex. Rev. Civ. Stat.).

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NOW, THEREFORE, in consideration of the mutual agreements, promises, and covenants herein contained, the parties agree as follows:

SECTION I – PURPOSE

The purpose of this Agreement is to provide secure housing in the Facility, as ordered by the court of proper jurisdiction in the County of the Contractor, for youths being referred for an act of Delinquent Conduct or an act Indicating a Need for Supervision, as set forth in Section 51.03 of the Texas Family Code, during pre-trial and pre-dispositional status or during the post-dispositional stay prescribed by the Court.

SECTION II – TERM

The term of this Agreement shall commence on the 1st day of September, 2023, and automatically renew on September 1st of each year thereafter, unless terminated earlier by either party, in accordance with this Agreement.

SECTION III – PLACEMENT OF JUVENILES

- A. Prior to transporting a youth to the Facility, Contractor shall obtain written confirmation of acceptance from the Atascosa County Juvenile Justice Center Detention Superintendent or the Chief Juvenile Probation Officer. The decision as to whether or not the youth being presented for a detention service by the Contractor will be admitted into the Facility will be made solely by Atascosa, on a case-by-case basis, acting through either the Atascosa County Juvenile Justice Center Detention Superintendent or the Chief Juvenile Probation Officer.

- B. When a youth is transported to the Facility, the authorized representative of the Contractor effectuating the transfer should have the following documents to present to the Facility Staff:
 - 1. A copy of the signed Detention Order certified by the Clerk of the Juvenile Court to be a true and correct copy of the original thereof on file with the Clerk's Office, unless if pre-adjudication detention is made, then Certified Copy of the signed Detention Order must be received on the first working day after the detention date. The detention order must state that the child was ordered to be detained in the Atascosa County Juvenile Justice Center in Jourdanton, Atascosa County, Texas;
 - 2. One copy of the "Authorization for Detention" form completed by Contractor's Juvenile Probation Officer. Proper documentation shall indicate that the parents of the child have been notified of the youth's whereabouts or that efforts have

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been made to locate any parent, guardian, or relative in order to notify family of the youth's whereabouts; and

3. One copy of the "Medical Consent" form completed and signed by the Contractor's Juvenile Probation Officer within the Contractor's county.
- C. If a youth is ordered to be detained and is accepted by Atascosa and the youth is later found:
1. To be dangerous or unmanageable; or
 2. To be of such mental or physical health condition so as to endanger the other occupants of Facility; or
 3. To require a degree of supervision above and beyond the supervision normally maintained at the Facility;

Then, upon such determination by Atascosa, and upon notification to the Contractor's Juvenile Judge or such youth's Juvenile Probation Officer, the Contractor shall immediately and forthwith remove, or cause to be removed, the youth from the Facility, at the sole cost and expense of the Contractor.

SECTION IV – PROVISIONS OF SERVICE

- A. Atascosa agrees to provide those youths housed in the Facility room, board, and, subject to practical ability, continuous supervision. While Atascosa takes all action within the scope of the law to insure constant care of children placed in the Facility, no warranty or guarantee is made that Atascosa will keep the child on the premises of the Facility in the event of an escape from custody, illegal assault by another detainee, or other such event which are not the fault of or are beyond the control of Atascosa.
- B. Contractor agrees to be responsible for any and all expenses associated with the recapture of youths who escape from custody, save and except such expenses incurred by Atascosa within the limits of Atascosa County.
- C. Contractor agrees to provide and pay for any and all necessary emergency examinations, medical treatments, prescription medications, or hospitalization as may be determined necessary for youths from Contractor's county which may originate or manifest while the youth is a resident of the Facility, together with reasonable additional security costs (medical security) for youths that require individual supervision pursuant to section 343.10 (g) (2) (B) (1) of the Texas Family Code.
- D. Atascosa is authorized, at its sole discretion, to secure such competent medical examination, medical treatment, prescription medication, or hospitalization for youths detained for Contractor and request that Contractor be billed for the same. The Contractor agrees to reimburse Atascosa with reasonable additional security costs (medical security) for youths that require individual supervision pursuant to Section 343.10 (g) (2) (B) (1) of the Texas Family Code.
- E. Atascosa Shall notify Contractor of any emergency as soon as possible, but not later than one (1) regular working day of its occurrence, by phone to Contractor's Juvenile Probation

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Staff and also by fax or electronic document (e-mail) explaining the basis of any medical decisions made by Atascosa.

- F. Atascosa agrees that the Facility will accept any youth qualified hereunder, without regard to such child's religion, race, creed, color, sex or national origin.

SECTION V – REMOVAL AND RELEASE

- A. A youth in detention must have valid statutory or court ordered authority for detention (Section 54.01, Texas Family Code). Should a youth at any time fail to qualify to be in detention under the terms of the Texas Family Code, the youth must be removed by Contractor.
- B. Atascosa retains the right to release youth, with or without cause, should circumstances warrant such release to be in the best interest of Atascosa. Atascosa agrees to notify Contractor of any such pending release prior to execution.
- C. Contractor's youths placed in detention in the Facility shall be removed by Contractor, its agents, servants, or employees at the conclusion of:
1. The 10th working day period authorized by Court Order in accordance with Section 54.01 (h), Texas Family Code, issued by the Juvenile Court of Contractor; or
 2. The 15th working day period authorized by Court Order in accordance with Section 54.01 (h), Texas Family Code, if applicable; or
 3. The 2nd working day period as defined by Section §54.01 of the Texas Family Code, in cases where no detention hearing shall have been previously conducted unless:
 - a. A new court order for the detention of such child has been issued setting forth the conditions of detention with the court ordered termination date contained therein, evidenced by a Certified Copy, thereof, issued by the Juvenile Court Clerk and has been delivered to the Facility personnel; or
 - b. A waiver of the detention hearing has been executed by the child and the child's attorney as evidenced by a certified copy of said waiver as duly filed with the Juvenile Court Clerk, is delivered to the Facility personnel.
- D. Atascosa agrees that youths placed in the Facility:
1. Will not be released under conditions which may endanger the safety of such child because of failure of adult supervision; and
 2. Will not be delivered to any person or entity except by authorization in the form of an Order of Release signed by the Judge of the Juvenile Court in Contractor's jurisdiction.
- E. Custody of a released child shall be delivered to an authorized representative of Contractor at the Facility in Jourdanon, Texas.
- F. If delivery of a released child is made to anyone other than court or juvenile probation employees, authorization shall be in writing and bear the original signature of the person representing the Juvenile Probation Office of Contractor and shall only be allowed upon presentation of proper credentials identifying the person receiving custody of the child.

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SECTION VI – COMPENSATION

- A. For services rendered under this Agreement, Contractor hereby agrees to pay to Atascosa the following:
1. **Two Hundred Twenty Dollars (\$200.00)** for each day, or part thereof; together with
 2. All accrued costs incurred for: emergency medical, competent medical examination, medical treatment or any requested medical procedure deemed necessary, prescription medications, or hospitalization and medical security for resident children from Contractor, as may have been funded by Atascosa under the terms of this Agreement. Medical security will be billed at the rate of \$25.00 per hour per Atascosa employee utilized for safe transport (In addition to the daily rate) for conditions described in section IV (C); and
 3. Transportation Cost in the amount of \$25.00 per hour per Atascosa employee utilized for safe transport, plus mileage of \$0.58 for each mile traveled when transports are in excess of fifty (50) miles based on round trip mileage.
 4. All accrued cost incurred under the terms of this Agreement for children of the Contractor as provided by this Agreement; and
 5. Any chargeable release penalty amounts accruing because of failure to secure the removal of the child under the terms of this Agreement.
- B. It is further understood that Contractor shall be financially responsible for any damages caused to the Facility by any youth place by the Contractor.
- C. For purposes of determining amounts owed, Contractor shall be billed one day for the day of admittance (regardless of hour of entry), one day for each of residence between the day of admittance and the day of release, and one day for the day of release (regardless of hours of departure), together with all of the above-listed costs.
- D. Atascosa agrees to furnish Contractor a monthly itemized invoice and copies of any receipts to support the reimbursement to Atascosa of any expenses related to the support of residents of Contractor, as per the terms of this Agreement.
- E. Billing and copies of documents shall be forwarded to the responsible party designated by the Contractor using the Information below:

Name of Responsible Party: **TRACI DARILEK: CHIEF JUVENILE PROBATION OFFICER**

Mailing Address: **COLORADO COUNTY JUVENILE PROBATION**
P.O. Box 330
HALLETTSVILLE, TEXAS 77964

Payments from shall be due within thirty (30) calendar days after receipt by Contractor of Atascosa Monthly invoices. Payment shall be made payable to "Atascosa County Funds" and sent to:

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ATASCOSA COUNTY AUDITOR
#1 CIRCLE DRIVE ST 105
JOURDANTON, TEXAS 78026

It is agreed that receipt of invoices shall be deemed to occur three (3) days after the post-mark of the United States Postal Office Imprinted upon the envelope containing the invoice.

- F. It is agreed that Atascosa shall reserve the right to adjust the daily rate stated in this Agreement as economically required at any time during the term of the Agreement. Notice of change in daily rate shall be effective after thirty (30) calendar day's written notice to Contractor. Adjustment to the daily rate shall be ordered by the Atascosa County Commissioners Court and such Order shall apply to the compensation under all contracts using the services of the Atascosa County Juvenile Justice Center. Upon such Order by the Commissioners Court, Atascosa shall notify Contractor in writing by addendum for signature by Contractor. Subsequent to signature by Contractor, such addendum shall become a part of and incorporated into this Agreement as if originally set forth in same.

SECTION VIII – COMPLIANCE WITH LAW

- A. Atascosa 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 Agreement, including the Prison Rape Elimination Act of 2003 (PREA) which establishes a zero-tolerance standard against sexual assault of incarcerated persons, including juveniles, and addresses the detection, elimination, prevention, and reporting of sexual assault in facilities housing adult and juvenile offenders [PREA §115.312(a)]. Pursuant to PREA standards [PREA §115.312(b)], Atascosa shall make available to Contractor all incident – based aggregated data reports if 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)].
- B. Atascosa will abide by all Federal Financial Participation (FFP) requirements and remain in accordance with the Titles 45 and 48 of the Code of Federal Regulations and Federal Circular, as amended. Atascosa shall NOT collect participant fees from any individual resident served under this contract.
- C. In the performance of this Agreement, Atascosa warrants that it will abide by Title VI of the Civil Rights Act of 1964 (Public Law 88-352), section 504 of the Rehabilitation Act of 1973 (Public Law 93-112), The Americans with Disabilities Act of 1990 (Public Law 101-306), and all amendments to each, and all requirements imposed by the regulations

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issued pursuant to these acts. In addition, Atascosa agrees to comply with Title 40, Chapter 73, of the Texas Administrative Code, to provide in part that no persons in the United States shall on account of race, color, religion or resident age be excluded from participation in, or denied, any aid, care, service or other benefits provided by federal and /or state funding, or otherwise be subjected to discrimination.

SECTION IX – RECORD RETENTION

- A. Atascosa agrees that all financial records, programmatic records, statistical records, reports, and any supporting documents pertinent to this Agreement, or claims pertinent to this agreement, or claims pertaining to this contract shall be retained for a period of seven (7) years and ninety (90) calendar days after the end of the calendar year in which the services were provided with the following qualification:
1. If any audit, litigation, or claim are started before the expiration of the seven (7) year period, the records shall, upon notice to the Atascosa County Auditor furnished by Contractor, be retained until all audits, litigation, claims, or other finding involving the records are resolved.
 2. The case is considered resolved when the final order is issued in litigation, or a written agreement is entered into between the Contractor and Atascosa.

SECTION X – TERMINATION AND REMOVAL

- A. This Agreement may be terminated, without cause, by either party, upon thirty (30) calendar day's written notice to the other party. At the end of the thirty (30) day period, this Agreement shall terminate and become null and void and be of no further force or effect.
- B. Notwithstanding anything herein to the contrary, this Agreement may also be terminated immediately for cause if the Contractor fails to:
1. Complete in the appropriate time frame, any procedure required or deemed necessary by Atascosa for the health and welfare of a youth being presented for detention services or being detained; or
 2. Accurately complete or provide in the appropriate timeframe, any forms required for detention of a youth that have been provided to the Contractor by Atascosa for a youth being presented for detention services or being detained; or
 3. Provide in the appropriate timeframe, any information requested by Atascosa for the purpose of determining the status of the youth being presented for detention services or being detained; or
 4. Ensure that payments for services rendered under this Agreement are paid by the due dates specified in Section VI of this Agreement; or
 5. Perform any other material provision of this Agreement.
- C. Upon termination of this Agreement, Contractor shall take personal custody of, and immediately remove, all youths placed in the Facility by Contractor, on or before the time

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designated by Atascosa. Unless otherwise agreed upon, it shall be the responsibility of the Contractor to provide for transportation for the removal of the child. Contractor will be responsible for payment, in full, of all expenses owed by the Contractor up to the date of termination.

- D. Failure to promptly remove the child at the designated hour shall, at the option of Atascosa, accrue;
1. Additional cost to Contractor at the rate of \$200.00 per hour, or fraction thereof, for each hour that custody continues after 12:00 noon on the last day of the court ordered detention; and
 2. In cases where no authorized representative of Contractor shall be available to receive custody of the child, then, at Atascosa's sole option and discretion, an employee of Atascosa may deliver the child in person to the Chief Juvenile Probation Officer of Contractor for which there will be an additional charge of \$200.00 per Atascosa employee utilized for safe transport, plus mileage of \$0.58 for each additional mile traveled in excess of fifty (50) miles based on round trip mileage.

The additional fees calculated under this section are penal in nature and in no way indicate and assumption of any additional responsibility of the part of Atascosa for custody of the child.

- E. Contractor understands that failure to promptly take custody of and remove the child shall be grounds for Atascosa to take whatever action necessary to remove the child from the facility at full cost and expense of contractor, including any remedy contained in this contract.

SECTION XI – RELATIONSHIP OF THE PARTIES

Nothing in this Agreement shall be construed to permit Contractor, its agents, servants, or employees in any way to manage, control direct or instruct Atascosa, its servants, or employees in any manner respecting any of their work, duties or functions pertaining to the maintenance and operation of the Facility. Any suggestions concerning compliance or activities shall be directed in writing to:

TIMOTHY GUTIERREZ, SUPERINTENDENT
ATASCOSA COUNTY JUVENILE DETENTION CENTER
1511 ZANDERSON AVE.
JOURDANTON, TEXAS 78026

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SECTION XII – INSURANCE

- A. Atascosa will maintain in force insurance policies against loss to any persons or property for any liability incurred by Atascosa property, employees, and individuals as a result of the operation of the Facility.
- B. Contractor will maintain insurance on its own account for any liability occurring for illegal detention or liability for Contractor's custody and transportation of children of Contractor's jurisdiction.
- C. It is agreed that the insurance agreement herein contained shall be the sole remedy for any cause of action between Atascosa and Contractor.

SECTION XIV – NOTICE

All notices, demands, or other writings may be delivered by either party hereto to the other by certified mail, return receipt requested or other reliable courier at the following addresses:

To Atascosa: TIMOTHY GUTIERREZ, SUPERINTENDENT
ATASCOSA COUNTY JUVENILE DETENTION CENTER
1511 ZANDERSON AVE.
JOURDANTON, TEXAS 78026

To Contractor: **TRACI DARILEK** : CHIEF JUVENILE PROBATION OFFICER
COLORADO COUNTY JUVENILE PROBATION
P.O. Box 330
HALLETTSVILLE, TEXAS 77964

The addresses to which any notice, demand or other writing may be delivered to any party as provided may be changed by written notice.

SECTION XV – MISCELLANEOUS

- A. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- B. This Agreement shall inure solely to the benefit of the parties hereto and not to any third party recipients or supplier of services.
- C. The Juvenile Board of Atascosa County shall be responsible for the quality and integrity of the fiscal and programmatic management of the Facility.
- D. This Agreement is not assignable without the written permission of all parties hereto.

**MINUTES OF THE COLORADO COUNTY
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- E. If any action at law or in equity is brought to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which it may be entitled.
- F. The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Texas and venue of any dispute or matter arising under this Agreement shall lie in Atascosa County, Texas.
- G. This Agreement may be amended by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement.
- H. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be valid, illegal, or unenforceable in any respect, such invalidity, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

EXECUTED IN DUPLICATE COPIES, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, on this the _____ day of _____, 20____.

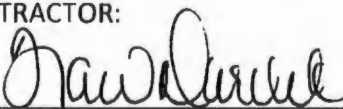
AGREED AND EXECUTED:

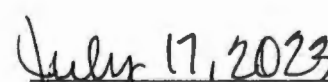
ATASCOSA COUNTY:


BY: _____
TIMOTHY GUTIERREZ, SUPERINTENDENT
ATASCOSA COUNTY JUVENILE DETENTION CENTER

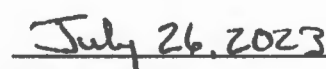
DATE SIGNED

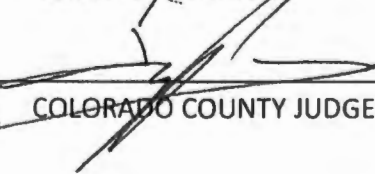
CONTRACTOR:

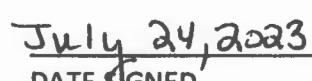
BY: 
TRACI DARILEK
CHIEF JUVENILE PROBATION OFFICER
COLORADO COUNTY


DATE SIGNED

BY: 
COUNTY ATTORNEY


DATE SIGNED

BY: 
COLORADO COUNTY JUDGE


DATE SIGNED

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Level of Care:

Specialized - Post-Adjudication

3.02 Service Provider will perform the following services:

- A. Provide basic residential resident care services, including standard supervision by qualified adults, food and snacks, clothing, recreation, personal hygiene items, haircuts, transportation, school supplies, educational and vocational activities, medically necessary health services, and miscellaneous, as requested by Placing County.**
- B. Special treatment services, including behavior management, diagnostic services, therapeutic counseling, and psychiatric consultation.**
- C. Ensure that the resident's parent(s) or legal guardian(s) and Placing County's placement officer is notified immediately if a resident in placement makes an unauthorized departure, becomes seriously ill, or involved in a serious accident. In the event of serious illness or accident and for any required follow-up care, Service Provider shall be responsible for having the resident transported to the nearest hospital or emergency care facility.**
- D. Work with Placing County's placement officer to create a written **Individualized Treatment/Case Plan** developed in concert with the client and mutually agreed upon by the appropriate Service Provider staff and the Probation Officer within thirty (30) days of placement. Said Individualized Treatment/Case Plan shall include measurement of progress toward goals in the following nine (9) domains: medical; safety and security; recreational; educational; mental/behavioral health; relationship; socialization; permanence; parent and resident participation.**
- E. Coordinate and document meetings to review the **Individualized Treatment Plan** with the resident and the assigned probation placement officer at reasonable intervals, not to exceed ninety (90) days, to assess the resident's progress toward meeting goals set forth, making modifications when necessary, and determining the need for continued placement outside of the resident's natural home. The Individualized Treatment Plan shall contain the reasons why the placement may benefit the client; shall specify behavioral goals and objectives being sought for each client; shall state how the goals and objectives are to be achieved in the placement; shall state how the parent(s), guardian(s), and, where possible, grandparents and other extended family members will be involved in the program plan to assist in preventing or controlling the resident's objectionable behavior.**
- G. Provide the probation placement officer with a written report of the resident's progress monthly in a Monthly Progress Report.**

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**ARTICLE IV
EVALUATION CRITERIA**

- 4.01 The Individual Treatment Plan for each resident must contain specific behavior goals and services that are appropriate to the resident and enable the resident to develop to his/her fullest potential. This development will be through the provision of a safe, drug-free environment in which counseling services are utilized as tools for educational, emotional, and behavioral catharsis.
- 4.02 Service Provider shall report monthly to Placing County. Placing County will review these reports to monitor Service Provider for programmatic compliance with this Agreement.

**ARTICLE V
COMPENSATION**

- 5.01 For services rendered under this agreement, Placing County hereby agrees to pay Service Provider the per diem rate based upon the Level of Care provided. All accrued costs incurred for medical emergency, medical examination and treatment, any requested medical procedure deemed necessary, prescription medications, or hospitalization will be billed to the Placing County in addition to the per diem rate. **IF the Level of Care rates change during the contract year, new Level of Care rates will be paid and become effective when the contract is renewed.** The Service Provider will send notice to the Placing County the new Level of Care rates at least 30 days prior to the contract renewal.
- 5.02 The Placing County agrees to pay Service Provider the sum of \$ 250.00 per day for each space utilized in the Specialized For purposes of determining the amounts owed, Placing County will be billed one day for the day of admittance (regardless of the hour of entry) and for each day thereafter until release. Placing County will be billed for the day of release regardless of the hour of departure. **Post-Adjudication programs: Juvenile Intensive Treatment Program (JITP), Mental Health Program (MH) the Atascosa Substance Abuse Program (ASAP).** The daily cost being based on the projected actual cost of care for residents in the facility.
- 5.03 The rate fee will be paid only for those residents specifically authorized to be placed by Placing County through its Fiscal Officer or other designated official.
- 5.04 Service Provider will submit an invoice for payment of services to the Placing County Fiscal Officer monthly. 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: hours worked, to be attributed to specific clients if appropriate, date service was rendered, hourly rate, total daily cost, and total monthly cost. Each invoice received for payment will be reviewed by Placing County to monitor Service Provider for financial compliance with this Agreement. Invoices submitted by Service Provider in proper form shall be paid by Placing County in a timely manner.
- 5.05 Service Provider must use its best efforts to seek and obtain all benefits available from other sources for eligible residents. It must initiate and complete any appropriate Medicaid application and complete all necessary documentation to obtain reimbursement for residents who may be eligible for Medicaid. Any income received by Service Provider toward the support of a resident

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from sources other than this Agreement, including but not limited to Medicaid, Social Security, medical insurance coverage, or contributions from parents or others must be documented as to each resident for whom a billing is submitted and deducted from the invoice submitted to Placing County. Documentation must include the name(s) of the parties receiving the services, the dates and times services were provided, and such other information deemed necessary for adequate fiscal control.

- 5.06 Placing County recognizes that part of a client's rehabilitation program may include time away from the residential setting of Service Provider, such as weekends and holidays, and that Service Provider must retain space for the client until his/her return. To this end, Placing County agrees to pay Service Provider the full amount due for such regularly scheduled days away from the residential setting or its program, provided they do not exceed four (4) days per month per client and that prior approval has been obtained by Placing County. Furloughs will not be authorized for the first ninety (90) days of placement, or until the completion of the first Individualized Program Plan Review, whichever comes first, except in only highly unusual situations. Unoccupied bed space constitutes days away from the facility.
- 5.07 The resident's parent(s) or guardian(s) shall bear the primary responsibility for payment of any medical or dental needs, by personal payment, health insurance, or Medicaid coverage, as well as clothing or other expenses not provided for in Service Provider's program. Medical or dental care not covered by other funding sources must be submitted for written approval by Placing County for payment prior to the expenditures being incurred.
- 5.08 Placing County shall be financially responsible for any damages to the facility that are caused by residents of that county.
- 5.09 Services provided that effect payment that are not directly addressed by this Agreement must have prior written approval from Placing County.
- 5.10 Billing and copies of documents shall be forwarded to the responsible party designated by the Placing County.

**ARTICLE VI
EXAMINATION OF PROGRAM AND RECORDS**

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

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- 6.04 Service Provider shall retain and make available to Placing County all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a minimum of seven (7) years, or until any pending litigation, claim, audit or review and all questions arising there from have been resolved, and shall make available for Placing County's inspection, all contractual agreements with Service Provider's subcontractors for services related to this Agreement.
- 6.05 Service Provider understands that 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 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 the foregoing clauses concerning the authority of the State of Texas to audit and the requirement to cooperate is included in any subcontract or arrangement Service Provider enters into, which funds received under this Agreement form all or part of the consideration.

**ARTICLE VII
CONFIDENTIALITY OF RECORDS**

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

**ARTICLE VIII
PRISON RAPE ELIMINATION ACT OF 2003 (PREA)**

- 8.01 **The Service Provider has a zero tolerance towards all forms of sexual abuse and sexual harassment in accordance with the provisions of the Prison Rape Elimination Act of 2003 that provides for administrative and/or criminal disciplinary sanctions.** The Service Provider shall adopt policies and comply with the Prison Rape Elimination Act of 2003 (28 CFR §115) standards and shall permit the Placing County to monitor its facility and records as necessary to ensure that the Service Provider is complying with said standards.
- 8.02 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 PREA which establishes a zero-tolerance standard against sexual assault of incarcerated persons, including juveniles, and addresses the detection, elimination, prevention, and reporting of sexual assault in facilities housing adult and juvenile offenders.
- 8.03 Under PREA, Service Provider shall make available to the Chief Juvenile Probation Officer of the Placing County all incident-based aggregated data reports for every allegation of sexual abuse at its facility, and all such data may be requested by the Department of Justice from the previous calendar year no later than June 30 (PREA Sec. 115.387(e) and (f)). The Service Provider shall report to the Placing County in writing within 15 days any positive findings by a court or governmental agency that the Service Provider has violated a relevant federal statute or rule.
- 8.04 Service Agency shall be responsible for the financial cost associated with any PREA audit.

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**ARTICLE IX
REPORTING ABUSE REQUIREMENTS**

- 9.01 Service Provider shall ensure that all of its employees, interns, volunteers, subcontractors, agents and/or consultants that have contact with juveniles in a juvenile justice facility or juvenile justice program will be properly trained to recognize and shall report all suspected or alleged incidents of abuse, neglect, exploitation, death or serious incidents involving a juvenile under the supervision of Placing County 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 incident.
- 9.02 Service Provider shall notify Placing County immediately of any abuse, neglect, exploitation, death, or serious incidents involving a juvenile under the supervision of Placing County.

**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 Placing County, 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 Placing County:
- A. all corrective action required by any of Service Provider's licensing authorities.
 - B. all litigation filed against Service Provider, or against its employees, interns, volunteers, subcontractors, agents and/or consultants that have direct unsupervised contact with juveniles; and
 - C. any pending or initiated criminal or governmental investigations and results/findings related to Service Provider, or against its employees, interns, volunteers, subcontractors, agents and/or consultants that have direct unsupervised contact with juveniles.

**ARTICLE XI
EQUAL OPPORTUNITY**

- 11.01 Service Provider agrees to respect and protect the civil and legal rights of all residents and their parents. It will not unlawfully discriminate against any employee, prospective employee, resident, resident care provider, or parent based on age, 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 prior written consent of Placing County.

**MINUTES OF THE COLORADO COUNTY
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**ARTICLE XIII
OFFICIALS NOT TO BENEFIT**

- 13.01 No officer, employee or agent of Service Provider 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 out who exercise any functions or responsibilities in the project, shall participate in any decision relating to this Agreement which affects or conflicts with his/her personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

**ARTICLE XIV
DEFAULT**

- 14.01 Placing County 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 the 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
 - C. In either of these two circumstances after receiving notice of default, Service Provider does not correct such failure within a period of ten (10) days.
- 14.02 Any default by Service Provider, regardless of whether the default results in termination, will jeopardize Service Provider's ability to contract with Placing County in the future, and may result in the refund of compensation received under this Agreement.

**ARTICLE XV
TERMINATION**

- 15.01 This Agreement may be terminated:
- A. By either party upon ten (10) days written notice to the other party of the intention to terminate; or
 - B. Upon expenditure of available funds.
- 15.02 If at any time during the term of this agreement Placing County, in its sole discretion, determines that the safety of residents being served under this Agreement may be in jeopardy, Placing County may immediately suspend the effect of this Agreement, including but not limited to the obligation to pay, upon giving notice to the Service Provider.
- 15.03 Service Provider must not release a client to any person or agency other than Placing County without the express written consent of an authorized agent of Placing County.

**MINUTES OF THE COLORADO COUNTY
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**ARTICLE XVI
WAIVER OF SUBROGATION**

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

**ARTICLE XVII
INDEMNIFICATION**

- 17.01 The Service Provider shall indemnify, save and hold harmless the Placing County, its officers, agents, and employees from all suits, actions, losses, damages, claims, or liability of any character, type, or description, including without limiting the generality of the foregoing all expenses of litigation, court costs, and attorney's fees for injury or of the foregoing all expenses of litigation, court costs, and attorney's fees for injury or death to any person, or injury to 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 the Service Provider, its agents, servants, employees, consultants, or invitees, in the execution or performance of this Contract.
- 17.02 In the event that any claim, suit, or other action is made or brought by any person, firm, corporation, or other entity against the Service Provider or County, the Service Provider shall give written notice to the Placing County of any such claim, demand, suit, or other action within three (3) working days after being notified of such claim, demand, suit or other action or the threat thereof.

**ARTICLE XVIII
SOVEREIGN IMMUNITY**

- 18.01 This Agreement is expressly made subject to Atascosa County's Sovereign Immunity, Title 5 of the Texas Civil Practices and Remedies Code, and all applicable federal and state law. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver or any immunities from suit or from liability that Atascosa County has by operation of law. Nothing in this Agreement is intended to benefit any third-party beneficiary.

**ARTICLE XIX
REPRESENTATIONS & WARRANTIES**

- 19.01 Service Provider hereby represents and warrants the following:
- A. that it has all necessary right, title, license, and authority to enter into this Agreement.
 - B. that it is qualified to do business in the State of Texas; that it holds 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 operation of its business; and that there are no taxes due and owing to the State of Texas, the County of Atascosa, or any political subdivision thereof;

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- C. that it carries sufficient insurance to provide protection to **Atascosa** County and Placing County under the indemnity provisions, as well as for any potential liabilities that arise from or related to this Agreement.
- D. that it shall provide Placing County with documentation confirming that Service Provider's license is currently in good standing with the licensing entity and shall not provide services under this agreement unless its license is in good standing; and
- E. that Service Provider is a vendor in good standing with Texas Comptroller of Public Accounts, if applicable.

**ARTICLE XX
TEXAS LAW TO APPLY**

- 20.01 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 **Atascosa** County, Texas.

**ARTICLE XXI
VENUE**

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

**ARTICLE XXII
ADDITIONAL TERMS AND AGREEMENTS**

- 22.01 Service Provider shall comply with all applicable federal and state laws and regulations, Placing County policies, procedures, and administrative rules, and Texas Juvenile Justice Department standards pertinent to services provided under this Agreement.
- 22.02 Pursuant to Section 231.006 of the Texas Family Code, the Service Provider certifies that it is not ineligible to receive the state-funded grant, loan, or payment and acknowledges that this Agreement may be terminated, and payment may be withheld if the certification is inaccurate.
- 22.03 Service Provider is hereby notified that state funds are used to pay for services rendered to Placing County. For this reason, Service Provider shall account separately for the receipt and expenditure of all funds received from Placing County and shall adhere to Generally Accepted Accounting Principles (GAAP) in the accounting, reporting, and auditing of such funds.

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**ARTICLE XXIII
LEGAL CONSTRUCTION**

23.01 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.

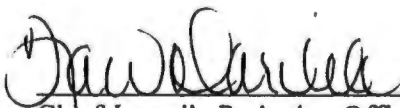
**ARTICLE XXIV
PRIOR AGREEMENTS SUPERSEDED**

24.01 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.

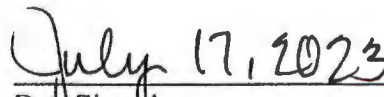
Executed this the ____ day of _____, 20____, each copy hereof shall be considered an original copy for all purposes.

TIMOTHY GUTIERREZ, Detention Superintendent
Atascosa County Juvenile Detention Center
1511 Zanderson Ave.
Jourdanton, Texas 78026

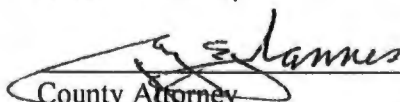
Date Signed



Chief Juvenile Probation Officer
Colorado County



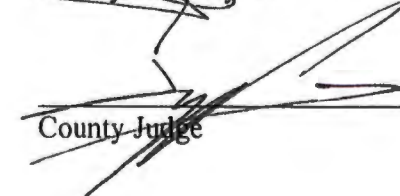
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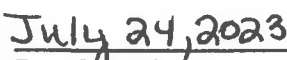
County Attorney



Date Signed



County Judge



Date Signed

**MINUTES OF THE COLORADO COUNTY
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- _14. Discuss and consider adopting a burn ban to restrict outdoor burning pursuant to Texas Local Government Code Section 352.081(c)(1) or (c)(2) for up to 90 days.

**Motion by Commissioner Gertson to approve adopting a burn to restrict outdoor burning pursuant to Texas Local Government Code Section 352.081(c)(2) for up to 90 days; seconded by Commissioner Neuendorff; 5 ayes 0 nays; motion carried; it was so ordered.
(See Attachment)**

**MINUTES OF THE COLORADO COUNTY
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FILED FOR RECORD
COLORADO COUNTY, TX

JUL 24 2023

**ORDER OF COMMISSIONERS COURT
RESTRICTING OUTDOOR BURNING
(Public Safety Hazard)**

KIMBERLY MENKE
COLORADO CO. CLERK

MK

WHEREAS, the Colorado County Commissioners Court finds that circumstances present in all of the unincorporated areas of the county create a public safety hazard that would be exacerbated by outdoor burning:

IT IS HEREBY ORDERED by the Commissioners Court that outdoor burning is restricted in the unincorporated areas of the county for 90 days from the date of this Order, unless the restrictions are terminated earlier based on a determination made by this Court or the County Judge. This Order is adopted pursuant to local Government Code §352.081(c)(2), and other applicable statutes. This Order restricts outdoor burning as follows:

1. **Outdoor burning banned.** Unless an exception appears below, the use of combustible materials in an outdoor environment by any person is prohibited. Combustible materials include, but are not limited to the use of all fireworks, burning of trash, brush and open campfires and materials used outdoors in activities that could result in a fire.
2. **Exceptions.** The following outdoor activities shall be allowed provided they are attended at all times and all following precautionary rules and measures are strictly followed:
 - **Household Trash.** Burning of household trash in a receptacle that is enclosed and covered with a mesh material with no more than ¼ inch openings and supervised in a safe area clear of debris.
 - **Barbecues** using above-ground grills, with enclosed fireboxes, in a safe area clear of debris or other combustible materials and attended at all times.
 - **Controlled burns** necessary for planting and harvesting agricultural crops with a defensible space around the burn area, presence of fire suppression tools, and personal presence during the entire controlled burn.
 - **Authorized by TCEQ.** This order does not prohibit outdoor burning activities related to public health and safety that are authorized by the Texas Commission on Environmental Quality for: (1) firefighting training; (2) public utility, natural gas pipeline or mining operations; (3) planting or harvesting of agriculture crops; or (4) burns that are conducted by a prescribed burn manager certified under Section 153.048, Natural Resource Code, and meet the standards of Section 153.047, Natural Resource Code.
 - **Attwater Prairie Chicken Refuge** maintenance activities.
 - **Non-Profit & Religious Organizations** shall be allowed to prepare barbecue provided they contact their local fire department in advance for a site visit by a member of the department and follow all precautionary measures directed by such department.
 - **Outdoor Welding** shall only be allowed under the following circumstances:
 - (i) welding, cutting and grinding associated with welding activities shall not take place when the wind is over 15 miles per hour;
 - (ii) the welder must notify the Colorado County Sheriff's Department before any welding, cutting or grinding begins;

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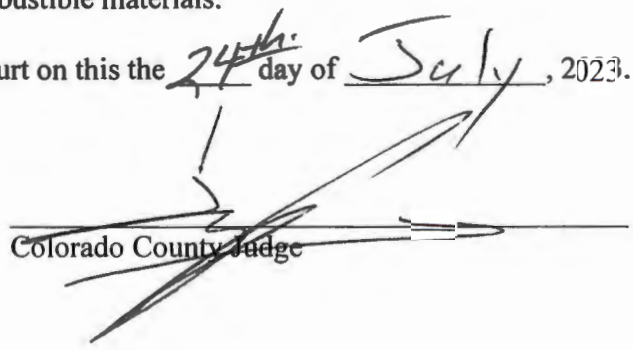
July 24, 2023

- (iii) all grass, leaves, brush and other easily combustible materials must be cleared with a twenty (20) foot radius surrounding the area where activity is to take place before any welding, cutting or grinding begins; and,
- (iv) a spotter with water and a ready pressurized delivery system must be on hand before any welding, cutting or grinding begins and remain on hand until the activity is completed.

In accordance with the Local Government Code §352.081(h), a violation of this order is a Class C Misdemeanor, punishable by a fine of up to \$500.00.

The purpose of this Order is the mitigation of the public safety hazard posed by wildfires due to severe weather conditions by restricting use of combustible materials.

Approved and so ordered by Commissioners Court on this the 24th day of July, 2023.


Colorado County Judge

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_15. Vacation and Sick Time Policy for Colorado County Emergency Medical Services. (Furrh)

Michael Furrh and Marty Ingvarlsen presented a slide show to the court concerning a possible revision of the vacation and sick time policy for Colorado County Emergency Medical Services.

Motion by Judge Prause to table the discussion on Vacation and Sick Time Policy for Colorado County Emergency Medical Services; seconded by Commissioner Wessels; 5 ayes 0 nays; motion carried; it was so ordered.

(See Attachment)

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

July 24, 2023



***COLORADO COUNTY
EMERGENCY MEDICAL SERVICES***

305 Radio Lane #101
Columbus, TX 78934
979-732-2188 Fax: 979-733-9635
michael.furrh@co.colorado.tx.us

Vacation and Sick Time Policy

I. PURPOSE

It is recognized that to maintain and enhance the physical and mental well-being of our employees, we should provide paid leave for certain situations. These situations include vacations away from work. They also include sick leave for scheduled workdays for when the employee is unable to perform their job duties due to illness or injury incurred outside of work. Finally, they include significant holidays recognized by our county.

II. POLICY

Vacation:

All new hire employees will start with two weeks of vacation automatically which they can utilize after they completed their first 90 days of employment. All previous employees will have two weeks' vacation time added to their account. Under no circumstance shall an employee be able to take time off with no pay, unless it is approved by the Chief or Asst. Chief of EMS.

Employees will continue to accumulate vacation time based on their years of service at the below rates.

Length of Service	Hours Accrual Per Month	Annual Accrual (Hours)	Maximum Hours & Balance
0-5 years	12	144	192
6-10 years	16	192	240
11-15 years	22	264	312
16+ years	28	336	384

Sick Time:

All new hire employees will start with 48 hours of sick time automatically which they can utilize after they completed their first 90 days of employment. All previous employees will have 48 hours of sick time added to their account.

Employees will continue to accumulate sick time at a rate of 3.75 hours a pay period.

Employees who accrue more than 80 hours of sick time will be able to donate sick time to an EMS employee sick pool.

There is no maximum on sick time accrual however sick time can only be used for approved sick time use and workers comp injuries prior to the 7 day pay out.

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

July 24, 2023



***COLORADO COUNTY
EMERGENCY MEDICAL SERVICES***

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michael.furrh@co.colorado.tx.us

Straight Time Equivalent (STE)

Employee leave will be accrued as Straight Time Equivalent (STE) and by pay period as an incremental percentage amount based on the annual leave the employee earns over a year. In this way, the employee will accrue exactly the amount of leave they earn as a benefit at the end of a year and will be able to utilize this benefit at any time in the work week and still be paid their full expected weekly earnings. Please see the following example:

Assumption for these examples:

365 days/year / 7 days per week = 52.14 weeks/year
52.14 weeks/year / 14 days/week = 26 pay periods/year

48 hours every 4th day averages 48 hours / week (72 hours every rotating 4th and 5th week)

48-hour work week – 40 hours/week = 8 overtime hours

72-hour work week – 40 hours/week = 32 overtime hours

Holidays

Office Staff

Office employees who are exempt receive the holidays listed below as additional time off without additional compensation. Employees classified as full-time, non-exempt office staff receive additional PTO for the holidays listed below, which may only be used for the holiday. Employees classified as part-time, non-exempt office staff will not be paid for any holidays.

The list for Office Staff is as follows (and may change if commissioner's court deems):

New Year's Day
Martin Luther King, Jr. Day
President's Day
Good Friday
Memorial Day
Juneteenth
Independence Day
Labor Day
Fair Day
Columbus Day
Veterans' Day
Thanksgiving November 23 & 24
Christmas December 25 & 26

* If a holiday falls on a weekend, the Chief Executive Officer shall determine when holiday will be observed

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

July 24, 2023



***COLORADO COUNTY
EMERGENCY MEDICAL SERVICES***

**305 Radio Lane #101
Columbus, TX 78934
979-732-2188 Fax: 979-733-9635
michael.furrah@co.colorado.tx.us**

Field Staff

Field employees receive additional compensation in the form of premium pay equal to 50% of the hours worked at their regular hourly rate for hours worked on the holidays listed below. The list for Field Staff is as follows (and may change if commissioner's court deems):

New Year's Day
Independence Day
Martin Luther King, Jr. Day
Labor Day
Good Friday
Thanksgiving Day
Easter
Memorial Day
Christmas Eve
Christmas Day

Fiscal Year Carryover

The number of hours an employee is allowed to carry over at the beginning of the Fiscal Year (January 1st of each year) will depend on the regular scheduled work hours of the employee. Each employee will be allowed to carry over only up to the maximum number of vacation hours the employee can accrue in any given fiscal year. For example, a field staff employee with 0-5 years of service may only carry over up to 192 hours.

Pay Out of Excess Vacation Hours

At the end of the year any accrued vacation time in excess of the carryover amount will be paid to the employee in one of the following ways at the employee's discretion:

At ½ of the employee's standard pay rate
Dollar for dollar into the employee's voluntary retirement savings account
Pursuant to other special procedure established by the Commissioners Court

Pay Out at Resignation/Termination

Accrued PTO will be paid out at the employee's current regular rate of pay for the hours accrued in the PTO accrual bank.

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

July 24, 2023

- _16. Purchase of a 2017 Dodge Ram 4500 ambulance from Ambulance Depot, Inc. in the amount of \$87,000.00. (Furrh)

Motion by Judge Prause to approve the purchase of a 2017 Dodge Ram 4500 ambulance from Ambulance Depot, Inc. in the amount of \$87,000.00; seconded by Commissioner Brandt; 5 ayes 0 nays; motion carried; it was so ordered.

(See Attachment)

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

July 24, 2023

Dealer AMBULANCE DEPOT, INC
 Address 3722 OCEE ST
HOUSTON, TX 77063
 City 832-277-6262 Texas _____ Zip Code _____
 Phone No. _____

**BUYERS' ORDER
AND INVOICE**



Date 7-18 20 23
 SALESMAN Johana
 STOCK NO. 1230

PURCHASER Colorado County EMS
 ADDRESS 305 Radio Ln #101 YR. 2017 MAKE Dodge
 CITY & STATE Columbus, TX ZIP CODE 78934 MODEL Ram 4500 4x4
 PHONE NO. _____ BUS. PHONE _____ BODY Am COLOR Red
 DRIVER'S LIC. NO. _____ S.S. NO. _____ SERIAL NO. 3C7UR1BL1HG619693
 DATE OF BIRTH _____ IF USED CYL. STD A T OD R H PB PS ELEC AC

ALL VEHICLES SOLD AS EQUIPPED AND AS IS

DOCUMENTARY FEE: A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY THE PARTIES. THIS NOTICE IS REQUIRED BY LAW.

UN HONORARIO DE DOCUMENTACIÓN NO ES UN HONORARIO OFICIAL. UN HONORARIO DE DOCUMENTACIÓN NO ES REQUERIDO POR LA LEY, PERO PUEDE SER CARGADA AL COMPRADOR COMO GASTOS DE MANEJO DE DOCUMENTOS RELACIONADOS CON UNA VENTA. UN HONORARIO DE DOCUMENTACIÓN NO PUEDE EXCEDER UNA CANTIDAD REASONABLE ACORDADA POR LAS PARTES. ESTA NOTIFICACIÓN ES REQUERIDA POR LA LEY.

The information you see on the window form is part of the contract. Information on the window form overrides any contrary provisions in this invoice.

CASH PRICE	\$ 87,000	00
TRADE-IN ALLOWANCE	\$	
UNPAID BALANCE OF CASH PRICE	\$	
DEALER'S INVENTORY TAX	\$	
STATE SALES TAX	\$	
TITLE FEE	\$	
LICENSE FEE	\$	
DOCUMENTARY FEE	\$	
TRADE-IN PAYOFF	\$	
SUB-TOTAL	\$	
CASH DOWN PAYMENT	\$ 500	00
TOTAL DUE	\$ 86,500	00

TRADE-IN ALLOWANCE _____
 UPON VERIFICATION BUYER AGREES TO PAY AMOUNT EXCEEDING THIS FIGURE → BALANCE OWED _____

OWED TO: _____
 ADD: _____
 YEAR MAKE MODEL COLOR _____
 BODY SERIAL NO. _____
 IF USED CYL. STD A T OD R H PB PS ELEC AC

DISCLOSURE FORM
ODOMETER MILEAGE STATEMENT
 SOLD VEHICLE (FEDERAL REGULATIONS REQUIRE YOU TO STATE THE ODOMETER MILEAGE UPON TRANSFER OF OWNERSHIP. AN INACCURATE STATEMENT MAY MAKE YOU LIABLE FOR DAMAGES TO YOUR TRANSFEREE PURSUANT TO SEC. 409 (A) OF THE MOTOR VEHICLE INFORMATION AND COST SAVINGS ACT OF 1972 PUBLIC LAW 92:513) TRANSFEROR STATES THAT THE ODOMETER MILEAGE INDICATED ON THE VEHICLE DESCRIBED ABOVE IS MILES 104,369
 CHECK FOLLOWING STATEMENT IF APPLICABLE
 I FURTHER STATE THAT THE ACTUAL MILEAGE DIFFERS FROM THE ODOMETER READING FOR REASONS OTHER THAN ODOMETER CALIBRATION ERROR AND THAT THE ACTUAL MILEAGE IS UNKNOWN.
 TRADE-IN (FEDERAL REGULATIONS REQUIRE YOU TO STATE THE ODOMETER MILEAGE UPON TRANSFER OF OWNERSHIP. AN INACCURATE STATEMENT MAY MAKE YOU LIABLE FOR DAMAGES TO YOUR TRANSFEREE PURSUANT TO SEC. 409 (A) OF THE MOTOR VEHICLE INFORMATION AND COST SAVINGS ACT OF 1972 PUBLIC LAW 92:513) TRANSFEROR STATES THAT THE ODOMETER MILEAGE INDICATED ON THE VEHICLE DESCRIBED ABOVE IS MILES _____
 CHECK FOLLOWING STATEMENT IF APPLICABLE
 I FURTHER STATE THAT THE ACTUAL MILEAGE DIFFERS FROM THE ODOMETER READING FOR REASONS OTHER THAN ODOMETER CALIBRATION ERROR AND THAT THE ACTUAL MILEAGE IS UNKNOWN. (I HAVE RECEIVED A COPY OF THIS FORM)
 TRANSFEREE X _____
 TRANSFEROR X _____
 ADDRESS _____

BALANCE IN _____ PAYMENT(S) OF _____
 AND _____ 1ST PAYMENT DUE _____
 FINANCE CO. _____
 ADDRESS: _____
DISCLAIMER OF WARRANTIES
 I understand the Automobile I have purchased from the above mentioned firm is sold to me AS IS, and without any WARRANTIES or GUARANTEES verbal or otherwise.
 Buyer hereby acknowledges the receipt of a copy of this retail buyers' order and invoice and certifies that the price label was affixed to the above described automobile on delivery.
 BUYER'S SIGNATURE _____
 MANAGER'S SIGNATURE _____
 MGR. T.O. _____

THIS ORDER MUST BE SIGNED BY AN OFFICIAL OF THE COMPANY

MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING

July 24, 2023

MICHAEL FURRH
TIERRA FURRH
1940 CR 335
SHINER, TX 77984



2318

DATE 7-18-23

PAY TO THE ORDER OF AMBULANCE DEPOT INC. \$ 500.00

Five hundred & 00/100ths DOLLARS

EXECUTIVE ONLY

TDECU
YOUR CREDIT UNION

FOR CCEMS Unit Deposit

MP

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

July 24, 2023

- _17. Consent Items:
- a. Completion of required SANS/DIR Cybersecurity Course required by HB 3834 for Rebecka LaCourse and Cody Nance.
 - b. Receipt of grant funding for the Household Hazardous Waste Event from Houston-Galveston Area Council in the amount of \$71,502.13.

Motion by Commissioner Neuendorff to approve all consent items as presented; seconded by Commissioner Gertson; 5 ayes 0 nays; motion carried; it was so ordered.

(See Attachment)

July 24, 2023

SAP Litmos



CERTIFICATE OF TRAINING

This Certifies That

REBECKA LACOURSE
COLORADO

Has successfully completed the
Cybersecurity Awareness training program requirement for

FY2024 - TX CYBERSECURITY COURSE - HB3834 (1 HOUR)

07/10/2023

COMPLETION DATE



82184981

July 24, 2023

SAP Litmos



CERTIFICATE OF TRAINING

This Certifies That

CODY NANCE
COLORADO

Has successfully completed the
Cybersecurity Awareness training program requirement for

FY2024 - TX CYBERSECURITY COURSE - HB3834 (1 HOUR)

07/10/2023

COMPLETION DATE



82185297

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

July 24, 2023

- _18. Examine and approve all accounts payable, budget amendments and new ledger accounts (if any).

Motion by Commissioner Neuendorff to approve all accounts payable, budget amendments and new ledger accounts (if any); seconded by Commissioner Gertson; 5 ayes 0 nays; motion carried; it was so ordered.

(See Attachment)

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
July 24, 2023**

07/21/2023--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0012 GENERAL FUND CYCLE: ALL PAGE 1
 TIME:11:32 AM CLAIMS FOR PAYMENT AS OF JULY 21 2023 PREPARER:0009

DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0100-TOTAL REVENUES/CARRY-OVER					
	SOHA HAYDARI	242714	A	REFUND OF OVERPAYMENT CR23-0454	10.00
		12-100-411		JUSTICE OF PEACE PCT. #1	
	DEPARTMENT TOTAL				10.00
0200-LIABILITY ACCOUNTS					
	OMNIBASE SERVICES OF TEXAS	242818	A	Q2 2023 OMNI FEES/JP#1/#1045	42.00
		12-200-477		STATE COMPTROLLER-OMNI/FTA FEES	
	OMNIBASE SERVICES OF TEXAS	242819	A	Q2 2023 OMNI FEES/JP#2/#2045	96.00
		12-200-477		STATE COMPTROLLER-OMNI/FTA FEES	
	OMNIBASE SERVICES OF TEXAS	242820	A	Q2 2023 OMNI FEES/JP#3/#3045	144.00
		12-200-477		STATE COMPTROLLER-OMNI/FTA FEES	
	OMNIBASE SERVICES OF TEXAS	242821	A	Q2 2023 OMNI FEES/JP#4/#4045	30.00
		12-200-477		STATE COMPTROLLER-OMNI/FTA FEES	
	PAYROLL FUND	242557	R	TRANSFER TO COVER/7-1 to 7-15 P/R	435,105.36
		12-200-120		PAYROLL TRANSFER CLEARING ACCT	
	PERDUE, BRANDON, FIELDER, COLLINS &	242704	A	JUNE DISTCLRK DLQ ATTYFEES/IVC73763	279.10
		12-200-476		PERDUE-PRIVATE COLLECTIONS FEE	
	STATE COMPTROLLER	242827	A	WARRANT FEES 2023 Q2	63.00
		12-200-428		STATE COMPTROLLER-WARRANT FEES	
	STATE COMPTROLLER	242828	A	ARREST FEES 2023 Q2	219.34
		12-200-421		STATE ARREST FEES	
	STATE COMPTROLLER	242829	A	CONS CRT COSTS 2020 FORWARD Q2 2023	26,798.94
		12-200-419		STATE COMPTROLLER-CCC	
	STATE COMPTROLLER	242830	A	CONS CRT COSTS 2004 TO 2019 Q2 2023	3,018.55
		12-200-419		STATE COMPTROLLER-CCC	
	STATE COMPTROLLER	242831	A	CONS CRT COSTS PRIOR TO2004 Q2 2023	165.34
		12-200-419		STATE COMPTROLLER-CCC	
	STATE COMPTROLLER	242832	A	TIME PAYMENTS Q2 2023	137.30
		12-200-437		STATE COMPTROLLER-TIME PAYMENTS	
	STATE COMPTROLLER	242833	A	STATE TRAFFIC FINES 9/2019 Q2 2023	11,761.25
		12-200-420		STATE COMPTROLLER-STATE TRAFFIC	
	STATE COMPTROLLER	242834	A	STATE TRAFFIC FINES Q2 2023	4,203.28
		12-200-420		STATE COMPTROLLER-STATE TRAFFIC	
	STATE COMPTROLLER	242835	A	FTA FEES Q2 2023	1,180.00
		12-200-477		STATE COMPTROLLER-OMNI/FTA FEES	
	STATE COMPTROLLER	242836	A	JUDICIAL SUPPORT FEES Q2 2023	466.05
		12-200-422		STATE COMPTROLLER-JUDICIAL SUPPORT	
	STATE COMPTROLLER	242837	A	EMS TRAUMA FEES Q2 2023	755.47
		12-200-418		STATE COMPTROLLER-EMS/TRAUMA FUND	
	STATE COMPTROLLER	242838	A	BAIL BOND FEES Q2 2023	1,053.00
		12-200-453		STATE COMPTROLLER-BAIL BOND FEES	
	STATE COMPTROLLER	242839	A	TRUANCY PREVENT #4 Q2 2023	34.69
		12-200-448		STATE COMPTROLLER-TRUANCY PREV	
	STATE COMPTROLLER	242840	A	DNA TESTING-CONVICTIONS Q2 2023	30.61
		12-200-447		STATE COMPTROLLER - DNA TESTING	
	STATE COMPTROLLER	242841	A	DNA TESTING COMM SUPVN Q2 2023	54.84
		12-200-447		STATE COMPTROLLER - DNA TESTING	
	STATE COMPTROLLER	242842	A	MOVING VIOLATIONS Q2 2023	2.92
		12-200-429		STATE COMPTROLLER-MOVING VIOL	
	STATE COMPTROLLER	242796	A	BIRTH CERTIFICATE FEES/Q2 2023	414.00
		12-200-439		BIRTH CERTIFICATE FEES	
	STATE COMPTROLLER	242797	A	JUSTICE COURT FILING FEES/Q2 2023	2,619.00
		12-200-425		STATE COMPTROLLER-CIVIL FILING FEES	
	STATE COMPTROLLER	242798	A	CONST CTY COURT FILING FEES/Q2 2023	685.00
		12-200-425		STATE COMPTROLLER-CIVIL FILING FEES	
	STATE COMPTROLLER	242799	A	MARRIAGE LICENSE FEES-FORML/Q2 2023	750.00
		12-200-470		STATE COMPTROLLER-MARRIAGE LICENSE	

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
July 24, 2023**

07/21/2023--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0012 GENERAL FUND CYCLE: ALL PAGE 2
 TIME:11:32 AM CLAIMS FOR PAYMENT AS OF JULY 21 2023 PREPARER:0009

DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
	STATE COMPTROLLER	242800	A	DIST CRT CONS CIVIL FEES/Q2 2023	1,160.86
		12-200-425		STATE COMPTROLLER-CIVIL FILING FEES	
	STATE COMPTROLLER	242801	A	DIST CRT INDIGENT LEGAL SVC/Q2 2023	29.75
		12-200-424		STATE COMPTROLLER-IND LEGAL SERVICE	
	STATE COMPTROLLER	242802	A	JUDICIAL SUPPORT FEES/Q2 2023	177.07
		12-200-478		STATE COMPTROLLER-JSF/CO&DIST CRTS	
	STATE COMPTROLLER	242803	A	JUDICIAL & CRT TRAINING FEE/Q2 2023	16.32
		12-200-450		CIVIL JUDICIAL CRT TRAINING FEE	
	STATE COMPTROLLER	242804	A	CNTY DISPUTE RESOLUTN FUND/Q2 2023	1,335.00
		12-200-436		COUNTY DISPUTE RESOLUTION FEES	
	STATE COMPTROLLER	242716	A	CIVIL E-FILING FEE/2023 Q2	97.91
		12-200-444		STATE COMPTROLLER-CIVIL E-FILING FE	
	STATE COMPTROLLER	242717	A	CRIMINAL E-FILING FEE/2023 Q2	34.57
		12-200-443		STATE COMPTROLLER-CRIMINAL E-FILING	
	STATE COMPTROLLER	242718	A	SPECIALTY COURT PROGRAM 2023 Q2	67.47
		12-200-417		STATE COMPTROLLER-DRUG COURT COSTS	
	DEPARTMENT TOTAL				493,027.99
0400-COUNTY JUDGE					
	CARD SERVICE CENTER	242547	R	MAY&JUNE ZOOM CHARGES(C SCHNEIDER)	389.94
		12-400-310		SUPPLIES/EQUIPMENT UNDER \$500	
	GREATAMERICA FINANCIAL SVCS	242823	A	COPIER LEASE PYMT/INV#34382797	128.00
		12-400-421		COPIER USAGE EXPENSE	
	TIME WARNER CABLE ENTERPRISES LLC	242611	R	TRUNKED VOICE SERVICE	15.77
		12-400-420		COMMUNICATIONS EXPENSE	
	DEPARTMENT TOTAL				533.71
0401-COMMISSIONER'S COURT					
	CRAIN, CATON & JAMES, P.C.	242779	A	DEF COSTS/INLAND ENVIRON/#1251589	1,240.12
		12-401-403		OUTSIDE LEGAL SERVICES	
	CRAIN, CATON & JAMES, P.C.	242780	A	JUNE REMEDIATION CLAIM EXPS/1251590	1,121.25
		12-401-403		OUTSIDE LEGAL SERVICES	
	CRAIN, CATON & JAMES, P.C.	242781	A	LEGAL SVCS/ENDEAVOR/#1251591	2,332.35
		12-401-403		OUTSIDE LEGAL SERVICES	
	DEPARTMENT TOTAL				4,693.72
0403-COUNTY CLERK					
	AMAZON CAPITAL SERVICES	242742	A	OFFICE SUPPLIES/#1V9X-WXKY-VMCL	121.62
		12-403-310		SUPPLIES/EQUIPMENT UNDER \$500	
	CARD SERVICE CENTER	242513	R	CONF HOTEL & PARKING (K MENKE)	508.44
		12-403-427		CONFERENCE/SEMINARS/DUES	
	JESSICA RODRIGUEZ	242772	A	TRAVEL EXP FY23 CRIME RECORDS CONF	143.30
		12-403-427		CONFERENCE/SEMINARS/DUES	
	MICHELLE KOLLMANN	242775	A	LUNCH EXP @ FY23 CRIME RECORDS CONF	15.00
		12-403-427		CONFERENCE/SEMINARS/DUES	
	TIME WARNER CABLE ENTERPRISES LLC	242605	R	TRUNKED VOICE SERVICE	15.77
		12-403-420		COMMUNICATIONS EXPENSE	
	DEPARTMENT TOTAL				804.13
0410-ELECTIONS					
	ELECTION SYSTEMS & SOFTWARE, INC.	242766	A	POLLBOOK RENEWAL/INV#CD2062627	1,250.00
		12-410-310		VOTING SUPPLIES/PRINTING	
	ELECTION SYSTEMS & SOFTWARE, INC.	242767	A	13 SETWR LIC&SPT FEE/INV#CD2062627	1,625.00
		12-410-310		VOTING SUPPLIES/PRINTING	
	TIME WARNER CABLE ENTERPRISES LLC	242606	R	TRUNKED VOICE SERVICE	15.77
		12-410-420		COMMUNICATION EXPENSE	
	DEPARTMENT TOTAL				2,890.77
0426-COUNTY COURT					

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
July 24, 2023**

07/21/2023--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0012 GENERAL FUND CYCLE: ALL PAGE 3
 TIME: 11:32 AM CLAIMS FOR PAYMENT AS OF JULY 21 2023 PREPARER: 0009

DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
	GREENWALT COURT REPORTING	242687	A	JUNE HEARINGS & EXPS/INV#6581	3,350.08
		12-426-488		COURT REPORTERS	
	DEPARTMENT TOTAL				3,350.08
0428-PUBLIC DEFENDER	TIME WARNER CABLE ENTERPRISES LLC	242614	R	TRUNKED VOICE SERVICE	15.77
		12-428-420		COMMUNICATIONS EXPENSE	
	DEPARTMENT TOTAL				15.77
0435-DISTRICT COURT		242496	R	GRAND JURY DUTY ON 7-5-2023	12.00
		12-435-485		JUROR EXPENSE	
		242479	R	GRAND JURY DUTY ON 7-5-2023	12.00
		12-435-485		JUROR EXPENSE	
		242492	R	GRAND JURY DUTY ON 7-5-2023	12.00
		12-435-485		JUROR EXPENSE	
		242486	R	GRAND JURY DUTY ON 7-5-2023	12.00
		12-435-485		JUROR EXPENSE	
		242461	R	GRAND JURY DUTY ON 7-5-2023	20.00
		12-435-485		JUROR EXPENSE	
		242478	R	GRAND JURY DUTY ON 7-5-2023	12.00
		12-435-485		JUROR EXPENSE	
BCC LANGUAGES LLC		242570	A	INTERPRETER 7-5-23/INV#23570	200.00
		12-435-479		INTERPRETORS	
BCC LANGUAGES LLC		242748	A	INTERPRETER 1-3-23/INV#23001	870.30
		12-435-479		INTERPRETORS	
BCC LANGUAGES LLC		242749	A	INTERPRETER 2-6-23/INV#23101	770.30
		12-435-479		INTERPRETORS	
BCC LANGUAGES LLC		242750	A	INTERPRETER 7-10-23/INV#23585	770.30
		12-435-479		INTERPRETORS	
BCC LANGUAGES LLC		242751	A	INTERPRETER 6-5-23/INV#23484	770.30
		12-435-479		INTERPRETORS	
BCC LANGUAGES LLC		242752	A	INTERPRETER 3-13-23/INV#23214	970.30
		12-435-479		INTERPRETORS	
BCC LANGUAGES LLC		242753	A	INTERPRETER 9-12-22/INV#22743	912.50
		12-435-479		INTERPRETORS	
		242505	R	GRAND JURY DUTY ON 7-5-2023	12.00
		12-435-485		JUROR EXPENSE	
		242476	R	GRAND JURY DUTY ON 7-5-2023	12.00
		12-435-485		JUROR EXPENSE	
		242462	R	GRAND JURY DUTY ON 7-5-2023	20.00
		12-435-485		JUROR EXPENSE	
		242504	R	GRAND JURY DUTY ON 7-5-2023	12.00
		12-435-485		JUROR EXPENSE	
		242474	R	GRAND JURY DUTY ON 7-5-2023	12.00
		12-435-485		JUROR EXPENSE	
		242482	R	GRAND JURY DUTY ON 7-5-2023	12.00
		12-435-485		JUROR EXPENSE	
		242475	R	GRAND JURY DUTY ON 7-5-2023	12.00
		12-435-485		JUROR EXPENSE	
		242510	R	GRAND JURY DUTY ON 7-5-2023	12.00
		12-435-485		JUROR EXPENSE	
		242470	R	GRAND JURY DUTY ON 7-5-2023	20.00
		12-435-485		JUROR EXPENSE	
		242511	R	GRAND JURY DUTY ON 7-5-2023	12.00
		12-435-485		JUROR EXPENSE	
		242501	R	GRAND JURY DUTY ON 7-5-2023	12.00
		12-435-485		JUROR EXPENSE	

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DEPARTMENT NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
	242490	R	GRAND JURY DUTY ON 7-5-2023	12.00
	12-435-485		JUROR EXPENSE	
	242460	R	GRAND JURY DUTY ON 7-5-2023	20.00
	12-435-485		JUROR EXPENSE	
	242484	R	GRAND JURY DUTY ON 7-5-2023	12.00
	12-435-485		JUROR EXPENSE	
	242463	R	GRAND JURY DUTY ON 7-5-2023	20.00
	12-435-485		JUROR EXPENSE	
	242491	R	GRAND JURY DUTY ON 7-5-2023	12.00
	12-435-485		JUROR EXPENSE	
	242472	R	GRAND JURY DUTY ON 7-5-2023	20.00
	12-435-485		JUROR EXPENSE	
	242498	R	GRAND JURY DUTY ON 7-5-2023	12.00
	12-435-485		JUROR EXPENSE	
	242468	R	GRAND JURY DUTY ON 7-5-2023	20.00
	12-435-485		JUROR EXPENSE	
	242495	R	GRAND JURY DUTY ON 7-5-2023	12.00
	12-435-485		JUROR EXPENSE	
	242467	R	GRAND JURY DUTY ON 7-5-2023	20.00
	12-435-485		JUROR EXPENSE	
	242494	R	GRAND JURY DUTY ON 7-5-2023	12.00
	12-435-485		JUROR EXPENSE	
	242489	R	GRAND JURY DUTY ON 7-5-2023	12.00
	12-435-485		JUROR EXPENSE	
	242464	R	GRAND JURY DUTY ON 7-5-2023	20.00
	12-435-485		JUROR EXPENSE	
	242493	R	GRAND JURY DUTY ON 7-5-2023	12.00
	12-435-485		JUROR EXPENSE	
	242488	R	GRAND JURY DUTY ON 7-5-2023	12.00
	12-435-485		JUROR EXPENSE	
	242497	R	GRAND JURY DUTY ON 7-5-2023	12.00
	12-435-485		JUROR EXPENSE	
	242509	R	GRAND JURY DUTY ON 7-5-2023	12.00
	12-435-485		JUROR EXPENSE	
	242506	R	GRAND JURY DUTY ON 7-5-2023	12.00
	12-435-485		JUROR EXPENSE	
	242459	R	GRAND JURY DUTY ON 7-5-2023	20.00
	12-435-485		JUROR EXPENSE	
	242502	R	GRAND JURY DUTY ON 7-5-2023	12.00
	12-435-485		JUROR EXPENSE	
	242499	R	GRAND JURY DUTY ON 7-5-2023	12.00
	12-435-485		JUROR EXPENSE	
	242485	R	GRAND JURY DUTY ON 7-5-2023	12.00
	12-435-485		JUROR EXPENSE	
	242466	R	GRAND JURY DUTY ON 7-5-2023	20.00
	12-435-485		JUROR EXPENSE	
	242503	R	GRAND JURY DUTY ON 7-5-2023	12.00
	12-435-485		JUROR EXPENSE	
	242508	R	GRAND JURY DUTY ON 7-5-2023	12.00
	12-435-485		JUROR EXPENSE	
	242469	R	GRAND JURY DUTY ON 7-5-2023	20.00
	12-435-485		JUROR EXPENSE	
	242481	R	GRAND JURY DUTY ON 7-5-2023	12.00
	12-435-485		JUROR EXPENSE	
	242465	R	GRAND JURY DUTY ON 7-5-2023	20.00
	12-435-485		JUROR EXPENSE	
	242487	R	GRAND JURY DUTY ON 7-5-2023	12.00
	12-435-485		JUROR EXPENSE	

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DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
		242473	R	GRAND JURY DUTY ON 7-5-2023	12.00
		12-435-485		JUROR EXPENSE	
		242480	R	GRAND JURY DUTY ON 7-5-2023	12.00
		12-435-485		JUROR EXPENSE	
		242507	R	GRAND JURY DUTY ON 7-5-2023	12.00
		12-435-485		JUROR EXPENSE	
		242483	R	GRAND JURY DUTY ON 7-5-2023	12.00
		12-435-485		JUROR EXPENSE	
		242477	R	GRAND JURY DUTY ON 7-5-2023	12.00
		12-435-485		JUROR EXPENSE	
		242500	R	GRAND JURY DUTY ON 7-5-2023	12.00
		12-435-485		JUROR EXPENSE	
		242471	R	GRAND JURY DUTY ON 7-5-2023	20.00
		12-435-485		JUROR EXPENSE	
	DEPARTMENT TOTAL				6,012.00
0440-HUMAN RESOURCES					
	CARD SERVICE CENTER	242520	R	D&A CLEARINGHOUSE FEE (M LOWRANCE)	62.50
		12-440-310		SUPPLIES/EQUIPMENT UNDER \$500	
	PRESTIGE OFFICE PRODUCTS, LLC	242707	A	OFFICE SUPPLIES/INV#129716	67.94
		12-440-310		SUPPLIES/EQUIPMENT UNDER \$500	
	TIME WARNER CABLE ENTERPRISES LLC	242616	R	TRUNKED VOICE SERVICE	15.76
		12-440-420		COMMUNICATIONS EXPENSE	
	DEPARTMENT TOTAL				146.20
0450-DISTRICT CLERK					
	CARD SERVICE CENTER	242512	R	CONF HOTEL & PARKING (V HARMON)	676.75
		12-450-427		CONFERENCE/SEMINARS/DUES	
	GREATAMERICA FINANCIAL SVCS	242824	A	COPIER LEASE PAYMENT	120.40
		12-450-421		COPIER USAGE EXPENSE	
	TIME WARNER CABLE ENTERPRISES LLC	242607	R	TRUNKED VOICE SERVICE	15.77
		12-450-420		COMMUNICATIONS EXPENSE	
	DEPARTMENT TOTAL				812.92
0451-JUSTICE OF THE PEACE #1					
	PRESTIGE OFFICE PRODUCTS, LLC	242706	A	OFFICE SUPPLIES/INV#129772	69.95
		12-451-310		SUPPLIES/EQUIPMENT UNDER \$500	
	TEXAS STATE UNIVERSITY	242720	A	VIRTUAL LEGISLATIVE UPDATE FY23	50.00
		12-451-427		CONFERENCES/SEMINARS/DUES	
	DEPARTMENT TOTAL				119.95
0452-JUSTICE OF THE PEACE #2					
	BOE REEVES	242571	A	JULY 3-8 MILEAGE	55.02
		12-452-429		TRAVEL EXPENSE	
	PRESTIGE OFFICE PRODUCTS, LLC	242709	A	OFFICE SUPPLIES/INV#129712	209.59
		12-452-310		SUPPLIES/EQUIPMENT UNDER \$500	
	DEPARTMENT TOTAL				264.61
0453-JUSTICE OF THE PEACE #3					
	AMAZON CAPITAL SERVICES	242739	A	CHARGER & OTTER BOX/#16GQ-V63W-JFGN	56.78
		12-453-420		COMMUNICATIONS EXPENSE	
	TIME WARNER CABLE ENTERPRISES LLC	242613	R	TRUNKED VOICE SERVICE	15.77
		12-453-420		COMMUNICATIONS EXPENSE	
	DEPARTMENT TOTAL				72.55
0454-JUSTICE OF THE PEACE #4					
	CHRISTINA MANRIQUEZ	242594	R	PCT4 JURY DUTY ON 7/12/2023	12.00
		12-454-485		JUROR EXPENSE	

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DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
		242595	R	PCT4 JURY DUTY ON 7/12/2023	12.00
		12-454-485		JUROR EXPENSE	
		242602	R	PCT4 JURY DUTY ON 7/12/2023	12.00
		12-454-485		JUROR EXPENSE	
		242596	R	PCT4 JURY DUTY ON 7/12/2023	12.00
		12-454-485		JUROR EXPENSE	
		242591	R	PCT4 JURY DUTY ON 7/12/2023	12.00
		12-454-485		JUROR EXPENSE	
		242590	R	PCT4 JURY DUTY ON 7/12/2023	12.00
		12-454-485		JUROR EXPENSE	
		242589	R	PCT4 JURY DUTY ON 7/12/2023	12.00
		12-454-485		JUROR EXPENSE	
		242600	R	PCT4 JURY DUTY ON 7/12/2023	12.00
		12-454-485		JUROR EXPENSE	
		242599	R	PCT4 JURY DUTY ON 7/12/2023	12.00
		12-454-485		JUROR EXPENSE	
		242592	R	PCT4 JURY DUTY ON 7/12/2023	12.00
		12-454-485		JUROR EXPENSE	
		242593	R	PCT4 JURY DUTY ON 7/12/2023	12.00
		12-454-485		JUROR EXPENSE	
		242597	R	PCT4 JURY DUTY ON 7/12/2023	12.00
		12-454-485		JUROR EXPENSE	
		242601	R	PCT4 JURY DUTY ON 7/12/2023	12.00
		12-454-485		JUROR EXPENSE	
		242565	R	PCT4 JURY DUTY ON 7/12/2023	12.00
		12-454-485		JUROR EXPENSE	
		242561	R	PCT4 JURY DUTY ON 7/12/2023	12.00
		12-454-485		JUROR EXPENSE	
		242598	R	PCT4 JURY DUTY ON 7/12/2023	12.00
		12-454-485		JUROR EXPENSE	
	TEXAS STATE UNIVERSITY	242719	A	VIRTUAL LEGISLATIVE UPDATE FY23	50.00
		12-454-427		CONFERENCES/SEMINARS/DUES	
	DEPARTMENT TOTAL				242.00
0475-COUNTY ATTORNEY					
	CARD SERVICE CENTER	242514	R	STATE BAR DUES&EX LABELS (JOHANNES)	274.20
		12-475-410		CO/DIST ATTY OFFICE EXPENSES	
	COMDATA	242785	A	JUNE FUEL BILL/CUST#XY863	42.61
		12-475-410		CO/DIST ATTY OFFICE EXPENSES	
	TIME WARNER CABLE ENTERPRISES LLC	242612	R	TRUNKED VOICE SERVICE	15.77
		12-475-410		CO/DIST ATTY OFFICE EXPENSES	
	DEPARTMENT TOTAL				332.58
0495-COUNTY AUDITOR'S OFFICE					
	CARD SERVICE CENTER	242519	R	MEMBERSHIP TO GFOAB (M LOWRANCE)	225.00
		12-495-427		CONVENTIONS/SEMINARS/DUES	
	TIME WARNER CABLE ENTERPRISES LLC	242609	R	TRUNKED VOICE SERVICE	15.77
		12-495-420		COMMUNICATIONS EXPENSE	
	DEPARTMENT TOTAL				240.77
0497-COUNTY TREASURER					
	PRESTIGE OFFICE PRODUCTS, LLC	242708	A	CALCULATOR ROLLS/INV#129742	12.99
		12-497-310		SUPPLIES/EQUIPMENT UNDER \$500	
	PRESTIGE OFFICE PRODUCTS, LLC	242794	A	3,000 WINDOW ENVELOPES/INV#129817	398.75
		12-497-310		SUPPLIES/EQUIPMENT UNDER \$500	
	TIME WARNER CABLE ENTERPRISES LLC	242610	R	TRUNKED VOICE SERVICE	15.77
		12-497-420		COMMUNICATIONS EXPENSE	
	DEPARTMENT TOTAL				427.51

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0499-TAX ASSESSOR-COLLECTOR
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DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
	AMAZON CAPITAL SERVICES	242738	A	OFFIE SUPPLIES/#1JWY-LKKQ-YTHV	31.95
		12-499-310		SUPPLIES/EQUIPMENT UNDER \$500	
	CARD SERVICE CENTER	242515	R	HOTEL FOR CONF (E KOLLAJA)	778.28
		12-499-427		CONFERENCE/SEMINARS/DUES	
	CARD SERVICE CENTER	242516	R	FLIGHT&AP PARKING FOR CONF (KOLLAJA)	448.96
		12-499-427		CONFERENCE/SEMINARS/DUES	
	CARD SERVICE CENTER	242517	R	CHIPOTLE MEAL (KOLLAJA)	14.61
		12-499-427		CONFERENCE/SEMINARS/DUES	
	PRESTIGE OFFICE PRODUCTS, LLC	242705	A	2CS STORAGE BOXES/INV#129736	53.18
		12-499-310		SUPPLIES/EQUIPMENT UNDER \$500	
	TIME WARNER CABLE ENTERPRISES LLC	242608	R	TRUNKED VOICE SERVICE	15.77
		12-499-420		COMMUNICATIONS EXPENSE	
	DEPARTMENT TOTAL				1,342.75
0510-COURTHOUSE BUILDING					
	A L & M BUILDING SUPPLY	242729	A	DIES TANK PUMP PARTS/CUST#5135	6.38
		12-510-454		REPAIRS/MAINT TO EQUIPMENT	
	A L & M BUILDING SUPPLY	242814	A	COMMAND STRIPS/CUST#5135	20.96
		12-510-355		REPAIR MATERIALS	
	A L & M BUILDING SUPPLY	242815	A	AIR FILTERS FOR JP#4/CUST#5135	19.57
		12-510-450		REPAIRS TO BLDGS	
	A L & M BUILDING SUPPLY	242816	A	DRAIN SNAKE/CUST#5135	26.99
		12-510-356		HAND TOOLS & EQUIPMENT	
	A-LINE AUTO PARTS	242817	A	5GAL 50:1 PREMIX/CUST#46398	90.00
		12-510-454		REPAIRS/MAINT TO EQUIPMENT	
	ADEPT CONTROLS	242617	A	SERVICE ANNEX AC/INV#3509	450.00
		12-510-454		REPAIRS/MAINT TO EQUIPMENT	
	AMAZON CAPITAL SERVICES	242736	A	SEC CAMERA SIGNS/#1PND-1NK3-GP7D	12.00
		12-510-497		MISCELLANEOUS	
	CAI SERVICES LLC	242778	A	FINAL BILL FOR EQUIP CHANGE OUT	14,150.00
		12-510-454		REPAIRS/MAINT TO EQUIPMENT	
	CARD SERVICE CENTER	242521	R	CLEANING SUPPLIES (JOSH GUTHMANN)	115.75
		12-510-335		CLEANING SUPPLIES	
	COMDATA	242786	A	JUNE FUEL BILL/CUST#XY863	248.35
		12-510-454		REPAIRS/MAINT TO EQUIPMENT	
	CONSTELLATION NEW ENERGY, INC.	242624	A	TRAVIS STREETLIGHTS TO 7-6-23	8.60
		12-510-440		UTILITIES	
	CONSTELLATION NEW ENERGY, INC.	242625	A	TRAVIS STREETLIGHTS TO 6-27-23	10.48
		12-510-440		UTILITIES	
	CONSTELLATION NEW ENERGY, INC.	242626	A	RADIO TOWER ELECTRICITY TO 6-28-23	5.86
		12-510-440		UTILITIES	
	CONSTELLATION NEW ENERGY, INC.	242627	A	SVCS FACILITY ELECTRICITY TO 6-28	1,032.43
		12-510-440		UTILITIES	
	CONSTELLATION NEW ENERGY, INC.	242628	A	PROBATION ELECTRICITY TO 7-5	400.29
		12-510-440		UTILITIES	
	CONSTELLATION NEW ENERGY, INC.	242630	A	ANNEX ELECTRICITY TO 7-6	1,268.30
		12-510-440		UTILITIES	
	CONSTELLATION NEW ENERGY, INC.	242631	A	COURTHOUSE ELECTRICITY TO 7-6	2,040.35
		12-510-440		UTILITIES	
	CONSTELLATION NEW ENERGY, INC.	242632	A	AG BLDG ELECTRICITY TO 7-6	140.62
		12-510-440		UTILITIES	
	CONSTELLATION NEW ENERGY, INC.	242633	A	RMO/MAINT ELECTRICITY TO 7-6	473.79
		12-510-440		UTILITIES	
	CONSTELLATION NEW ENERGY, INC.	242634	A	STREETLIGHTS TO 6-28	12.59
		12-510-440		UTILITIES	
	CONSTELLATION NEW ENERGY, INC.	242635	A	SPRING STREETLIGHTS TO 7-6	17.23
		12-510-440		UTILITIES	

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DEPARTMENT				
NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
CONSTELLATION NEW ENERGY, INC.	242636	A	JP#3 ELECTRICITY TO 7-6	223.51
	12-510-440		UTILITIES	
FSC, INC.	242770	A	CRTHS DRAINAGE - COMM CRT MTG	525.00
	12-510-497		MISCELLANEOUS	
GULF COAST PAPER CO., INC.	242645	A	TOILET SEAT/INV#2409544	54.67
	12-510-450		REPAIRS TO BLDGS	
GULF COAST PAPER CO., INC.	242646	A	CLEANING SUPLS/#2409544&2413678	486.41
	12-510-335		CLEANING SUPPLIES	
GULF COAST PAPER CO., INC.	242647	A	PAPER PRODUCTS/#2409544&2413678	578.64
	12-510-395		MISCELLANEOUS SUPPLIES	
SCHNEIDER TIRE & LUBE LLC	242822	A	OIL CHANGE WHITE TRUCK/INV#46937	62.47
	12-510-454		REPAIRS/MAINT TO EQUIPMENT	
DEPARTMENT TOTAL				22,481.24
0530-EMERGENCY MANAGEMENT				
AMAZON CAPITAL SERVICES	242740	A	3 DRONE BATTERIES/#11KF-K9YC-HJW4	495.00
	12-530-453		RADIO REPAIRS & MAINTENANCE	
AT&T MOBILITY	242745	A	ROUTER FOR EOC TRUCK	30.00
	12-530-420		COMMUNICATIONS EXPENSE	
AT&T MOBILITY	242746	A	FIRSTNET CELL PHONES FOR COVID	250.86
	12-530-425		COVID-19 EXPENSES	
CARD SERVICE CENTER	242522	R	RADIO REPS&DRONE SUPLS (C ROGERS)	81.74
	12-530-310		SUPPLIES/EQUIPMENT UNDER \$500	
CARD SERVICE CENTER	242524	R	FUEL @ RODEO TRAVEL CTR(C ROGERS)	86.88
	12-530-454		REPAIRS & MAINTENANCE TO EOC TRUCK	
DEPARTMENT OF INFORMATION RESOURCES	242762	A	APRIL T-LINE/INV#23040890N	467.38
	12-530-704		STATE HOMELAND SECURITY GRANT PROG	
DEPARTMENT OF INFORMATION RESOURCES	242763	A	JUNE T-LINE/INV#23060891N	467.38
	12-530-704		STATE HOMELAND SECURITY GRANT PROG	
VOCEON	242812	A	RADIO SOFTWARE OPTIONS/#440000921	952.00
	12-530-453		RADIO REPAIRS & MAINTENANCE	
DEPARTMENT TOTAL				2,831.24
0540-EMS DIRECTOR/AMBULANCE				
3L USA LLC	242726	A	600GAL GAS/INV#318170	3,403.12
	12-540-330		FUEL & OIL	
A & A OIL CO., INC.	242727	A	JUNE EMS FUEL	984.90
	12-540-330		FUEL & OIL	
A L & M BUILDING SUPPLY	242728	A	ANCHOR KIT/CUST#5135	20.99
	12-540-310		SUPPLIES/EQUIPMENT UNDER \$500	
AMAZON CAPITAL SERVICES	242737	A	3 LEAF BLOWERS/#1XWR-RH6W-143D	191.28
	12-540-310		SUPPLIES/EQUIPMENT UNDER \$500	
BOUND TREE MEDICAL, LLC	242755	A	AMB SUPLS/#85000521, 85000522	197.45
	12-540-334		AMBULANCE SUPPLIES	
CARD SERVICE CENTER	242525	R	ADOBE SUB,CLNG&OFC SUPLS(FURRH)	208.46
	12-540-310		SUPPLIES/EQUIPMENT UNDER \$500	
CARD SERVICE CENTER	242526	R	FOOD FOR TRAINING(FURRH)	252.34
	12-540-408		TRAINING COURSES/SUPPLIES	
CARD SERVICE CENTER	242527	R	PRESENTER FOR TRAINING(FURRH)	250.00
	12-540-408		TRAINING COURSES/SUPPLIES	
CARD SERVICE CENTER	242528	R	DRONE SUPPLIES(FURRH)	132.37
	12-540-454		REPAIRS TO AMB/EQUIPMENT	
CARD SERVICE CENTER	242529	R	O'REILLY,H FRGHT,CAV PARTS(SILVER)	362.93
	12-540-310		SUPPLIES/EQUIPMENT UNDER \$500	
CARD SERVICE CENTER	242530	R	O'REILLY MOTOR OIL (SILVER)	87.14
	12-540-330		FUEL & OIL	
CARD SERVICE CENTER	242556	R	FOOD FOR TRAINING (M INGVARSEN)	4.10
	12-540-408		TRAINING COURSES/SUPPLIES	

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DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
	CAVENDER FORD	242756	A	PARTS/#211897,211915,911827,211889,	107.96
		12-540-454		REPAIRS TO AMB/EQUIPMENT	
	COLUMBUS TIRE CENTER	242760	A	EMS DIR TAHOE 4 TIRES/INV#30737	1,018.68
		12-540-454		REPAIRS TO AMB/EQUIPMENT	
	COLUMBUS TIRE CENTER	242761	A	TIRE REP & (4) TIRES/#30670,30579	717.56
		12-540-454		REPAIRS TO AMB/EQUIPMENT	
	COLUMBUS TIRE CENTER	242777	A	TIRE REPAIR/INV#30692	31.59
		12-540-454		REPAIRS TO AMB/EQUIPMENT	
	COMDATA	242783	A	JUNE FUEL BILL/CUST#XY863	1,258.14
		12-540-330		FUEL & OIL	
	DSS DRIVING SAFETY SERVICES, LLC	242640	A	RANDOM D&A TEST/INV#23-1488684	135.00
		12-540-417		DRUG & ALCOHOL TESTING	
	DSS DRIVING SAFETY SERVICES, LLC	242641	A	RANDOM DRUG TEST/INV#23-1488684	90.00
		12-540-417		DRUG & ALCOHOL TESTING	
	DSS DRIVING SAFETY SERVICES, LLC	242765	A	PRE EMPLOYMNT TESTING/INV#23-1488752	125.00
		12-540-417		DRUG & ALCOHOL TESTING	
	FRAZER, LTD	242768	A	REPLACMT LIGHT FOR AMB/INV#90386	784.58
		12-540-454		REPAIRS TO AMB/EQUIPMENT	
	HENRY SCHEIN INC.	242771	A	AMB SUPL/43101536,43307717,44130715	1,761.10
		12-540-334		AMBULANCE SUPPLIES	
	IMPACT PROMOTIONAL SVCS, LLC	242691	A	NEW PULLOVERS/INV#50094 & 53028	741.93
		12-540-491		UNIFORMS	
	LINDE GAS & EQUIPMENT INC.	242774	A	OXYGEN/CUST#71296949	385.35
		12-540-334		AMBULANCE SUPPLIES	
	O'REILLY AUTO PARTS	242788	A	MOTOR OIL/CUST#1269382	72.56
		12-540-330		FUEL & OIL	
	O'REILLY AUTO PARTS	242789	A	FILTERS & PARTS/CUST#1269382	425.84
		12-540-454		REPAIRS TO AMB/EQUIPMENT	
	O'REILLY AUTO PARTS	242790	A	MOTOR OIL/CUST#1269382	174.32
		12-540-330		FUEL & OIL	
	O'REILLY AUTO PARTS	242791	A	FILTERS & PARTS/CUST#1269382	105.95
		12-540-454		REPAIRS TO AMB/EQUIPMENT	
	O'REILLY AUTO PARTS	242792	A	FILTERS & PARTS/CUST#1269382	654.75
		12-540-454		REPAIRS TO AMB/EQUIPMENT	
	O'REILLY AUTO PARTS	242793	A	SHOP SUPPLIES/CUST#1269382	76.69
		12-540-310		SUPPLIES/EQUIPMENT UNDER \$500	
	ON SITE DECALS, LLC	242776	A	WRAP ON '19 FORD SUV (ASSET 13217)	580.00
		12-540-454		REPAIRS TO AMB/EQUIPMENT	
	QUADMED, INC.	242795	A	AMB SUPLS/INV#239130,238738,238501	853.01
		12-540-334		AMBULANCE SUPPLIES	
	TIME WARNER CABLE ENTERPRISES LLC	242604	R	TRUNKED LINES FOR COVID	126.15
		12-540-425		COVID-19 EXPENSES	
	TIME WARNER CABLE ENTERPRISES LLC	242826	A	FIBER INTERNET @ SVCS FACILITY	488.09
		12-540-420		COMMUNICATIONS EXPENSE	
	TREHOUSE EMBROIDERY	242805	A	PATCHES SEWN ON UNIFORMS	16.00
		12-540-491		UNIFORMS	
	ULINE	242808	A	STATION SUPPLIES/CUST#11020277	1,693.33
		12-540-310		SUPPLIES/EQUIPMENT UNDER \$500	
	DEPARTMENT TOTAL				18,518.66
0552-CONSTABLE, PCT #2					
	AMAZON CAPITAL SERVICES	242741	A	CHARGER/#1NVF-YDDH-JRGP	9.59
		12-552-497		MISCELLANEOUS	
	DEPARTMENT TOTAL				9.59
0555-911 RURAL ADDRESSING					
	FSC, INC.	242769	A	REVIE PLAT & DRAINAGE - WILDWING	1,225.00
		12-555-402		FLOODPLAIN CONSULTANT	

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DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
	TRAFCO INDUSTRIES INC.	242666	A	ROLL WHITE SHEETING/INV#53387	475.00
		12-555-441		911 OPERATING EXPENSES	
	DEPARTMENT TOTAL				1,700.00
0560-COUNTY SHERIFF					
	3L USA LLC	242566	A	690GL GAS/INV#316882	2,015.14
		12-560-330		FUEL & OIL	
	3L USA LLC	242673	A	905 GAL GAS/INV#317841	2,678.66
		12-560-330		FUEL & OIL	
	AMAZON CAPITAL SERVICES	242730	A	CR123A BATTERIES/#1JLF-XYWJ-4K47	30.00
		12-560-310		SUPPLIES/EQUIPMENT UNDER \$500	
	AMAZON CAPITAL SERVICES	242731	A	CID DRY ERASE BDS /#1YCM-RLMM-PDJK	97.62
		12-560-310		SUPPLIES/EQUIPMENT UNDER \$500	
	AMAZON CAPITAL SERVICES	242732	A	10PK 16GBFLASH DRVS/#11C3-L6MK-KWYN	46.38
		12-560-310		SUPPLIES/EQUIPMENT UNDER \$500	
	AMAZON CAPITAL SERVICES	242733	A	JAIL VAN HUBCAB/#1JWY-LKKQ-CR34	39.99
		12-560-454		REPAIRS OF VEH/EQUIP	
	CARD SERVICE CENTER	242523	R	REP CHARGERS FOR RADIOS(C ROGERS)	465.70
		12-560-453		RADIO AND RADIO REPAIRS	
	CARD SERVICE CENTER	242531	R	SEAT CVR FOR UNIT 633(TEMPLETON)	43.27
		12-560-454		REPAIRS OF VEH/EQUIP	
	CARD SERVICE CENTER	242536	R	UNIFORMS @ 511 TACTICAL(T RAMIREZ)	293.69
		12-560-491		EMPLOYEE UNIFORMS	
	CARD SERVICE CENTER	242537	R	TCOLE @ OSS(T RAMIREZ)	67.50
		12-560-426		SCHOOLS FOR DEPUTIES/DISPATCHEERS	
	CARD SERVICE CENTER	242538	R	FUEL @ SHELL (R MICAN)	53.86
		12-560-330		FUEL & OIL	
	CARD SERVICE CENTER	242539	R	TX SCHOOL SAFETY CTR (J ARGO)	350.00
		12-560-426		SCHOOLS FOR DEPUTIES/DISPATCHEERS	
	CARD SERVICE CENTER	242540	R	(2) SHIRTS FROM CBL (N GORMAN)	124.37
		12-560-491		EMPLOYEE UNIFORMS	
	CARD SERVICE CENTER	242541	R	FUEL & ELAN#3 WALLIS (F CANTU)	39.52
		12-560-330		FUEL & OIL	
	CARD SERVICE CENTER	242542	R	FUEL & QT4044 (D WIESE)	32.52
		12-560-330		FUEL & OIL	
	CARD SERVICE CENTER	242543	R	UNIFORM @ GALLS (D WIESE)	108.21
		12-560-491		EMPLOYEE UNIFORMS	
	CARD SERVICE CENTER	242544	R	UNIFORM @ 511 (R OHL)	177.53
		12-560-491		EMPLOYEE UNIFORMS	
	CARD SERVICE CENTER	242545	R	TCOLE COURSE (A LOPEZ)	40.00
		12-560-426		SCHOOLS FOR DEPUTIES/DISPATCHEERS	
	CARD SERVICE CENTER	242546	R	UNIFORMS @ 511(R VILLANUEVA)	150.68
		12-560-491		EMPLOYEE UNIFORMS	
	CDW GOVERNMENT	242757	A	MS STANDARD LICENSE/#KQ36283	759.87
		12-560-310		SUPPLIES/EQUIPMENT UNDER \$500	
	CHUCK BROWN FORD	242676	A	OIL CHANGE #633/INV#FOCS203703	52.58
		12-560-454		REPAIRS OF VEH/EQUIP	
	CHUCK BROWN FORD	242677	A	TIRE REPAIR #633/INV#FOCS203703	21.75
		12-560-354		BATTERIES, TIRES & TUBES	
	COLUMBUS TIRE CENTER	242581	A	OIL CHANGE #617/INV#30752	70.55
		12-560-454		REPAIRS OF VEH/EQUIP	
	COLUMBUS TIRE CENTER	242680	A	TIRE REPAIR #620INV#31061	99.50
		12-560-454		REPAIRS OF VEH/EQUIP	
	COLUMBUS TIRE CENTER	242681	A	OIL CHANGE #615INV#30931	69.55
		12-560-454		REPAIRS OF VEH/EQUIP	
	COMDATA	242782	A	JUNE FUEL BILL/CUST#XY863	864.98
		12-560-330		FUEL & OIL	

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DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
	D. CRAIG PEIKERT	242585	A	JUNE BASIC IT LOAD&INSTALS/CC000084	2,350.00
		12-560-402		CONTRACT IT SERVICES	
	FRANCO'S BODY SHOP	242685	A	#602 REPAIRS/INV#4984	767.60
		12-560-454		REPAIRS OF VEH/EQUIP	
	O'REILLY AUTO PARTS	242698	A	DUAL PORT CAR CHARGER/CUST#1269383	14.99
		12-560-310		SUPPLIES/EQUIPMENT UNDER \$500	
	O'REILLY AUTO PARTS	242699	A	CAR DETAILING SUPLS/CUST#1269383	28.27
		12-560-476		EMERGENCY EQUIP/DETAIL	
	PRESTIGE OFFICE PRODUCTS, LLC	242710	A	2 OFFICE STAMPS/INV#129706	47.90
		12-560-310		SUPPLIES/EQUIPMENT UNDER \$500	
	SCHNEIDER TIRE & LUBE LLC	242711	A	OIL CHANGE #613/INV#46714	58.98
		12-560-454		REPAIRS OF VEH/EQUIP	
	SCHNEIDER TIRE & LUBE LLC	242712	A	TIRE REPAIR #613/INV#46714	29.99
		12-560-354		BATTERIES, TIRES & TUBES	
	SCHNEIDER TIRE & LUBE LLC	242713	A	OIL CHANGE #614/INV#46845	58.98
		12-560-454		REPAIRS OF VEH/EQUIP	
	TIME WARNER CABLE ENTERPRISES LLC	242825	A	FIBER INTERNET @ SHERIFF'S OFFICE	1,078.09
		12-560-420		COMMUNICATIONS EXPENSE	
	WINDSHIELD EXPRESS	242724	A	REPLACE WINDSHIELD #633/INV#I010666	770.00
		12-560-454		REPAIRS OF VEH/EQUIP	
	DEPARTMENT TOTAL				13,998.22
0565-OPERATION OF JAIL					
	AMAZON CAPITAL SERVICES	242734	A	ENG&SPAN BIBLES/1DCN-GXX6-TPKM	234.35
		12-565-340		JAIL SUPPLIES	
	AMAZON CAPITAL SERVICES	242735	A	HP61XL CARTRIDGES/1NLF-91PP-XD1D	129.00
		12-565-340		JAIL SUPPLIES	
	BRYAN RADIOLOGY ASSOCIATES	242572	A	INMATE LAB/6-9-23/BRA281820	8.55
		12-565-405		PRISONER MEDICAL/MEDICINE	
	BRYAN RADIOLOGY ASSOCIATES	242674	A	INMATE LABS 6-25-23/#BRA308635	39.03
		12-565-405		PRISONER MEDICAL/MEDICINE	
	CARD SERVICE CENTER	242532	R	HOTEL&MEALS FOR TRANSPRT (TEMPLETON)	148.23
		12-565-429		PRISONER TRANSPORT	
	CARD SERVICE CENTER	242533	R	BLEACH & CLEANER (T LEWIS)	114.90
		12-565-335		CLEANING SUPPLIES	
	CARD SERVICE CENTER	242534	R	COOLERS, TAPE, STAPLER, ETC (T LEWIS)	121.18
		12-565-340		JAIL SUPPLIES	
	CARD SERVICE CENTER	242535	R	LETTUCE (T LEWIS)	7.52
		12-565-333		FOOD FOR PRISONERS	
	CLINICAL SOLUTIONS PHARMACY	242573	A	MAY & JUNE IMATE RX/73779, 73953	8,275.78
		12-565-405		PRISONER MEDICAL/MEDICINE	
	COLUMBUS COMMUNITY HOSPITAL	242578	A	INMATE ER 6-9-23/#20507071	992.94
		12-565-405		PRISONER MEDICAL/MEDICINE	
	COLUMBUS COMMUNITY HOSPITAL	242579	A	INMATE ER 5-30-23/#20505148	163.93
		12-565-405		PRISONER MEDICAL/MEDICINE	
	COLUMBUS MEDICAL CLINIC	242678	A	NEW HIRE DRUG SCREEN/INV#442955	60.00
		12-565-417		REQUIRED TESTING & DRUG TESTING	
	COLUMBUS MEDICAL CLINIC	242679	A	INMATE DR SVC 5-5-23/INV#438689	143.00
		12-565-405		PRISONER MEDICAL/MEDICINE	
	CONCORD MEDICAL GROUP, PLLC	242582	A	INMATE DR SVC 6-15-23/#0120055401	107.42
		12-565-405		PRISONER MEDICAL/MEDICINE	
	CONCORD MEDICAL GROUP, PLLC	242583	A	INMATE DR SVC 6-9-23/#0119886980	81.24
		12-565-405		PRISONER MEDICAL/MEDICINE	
	CONCORD MEDICAL GROUP, PLLC	242584	A	INMATE DR SVC 5-30-23/#0119622325	107.42
		12-565-405		PRISONER MEDICAL/MEDICINE	
	CONCORD MEDICAL GROUP, PLLC	242682	A	DR SVC/5-4-23/#0118978380	107.42
		12-565-405		PRISONER MEDICAL/MEDICINE	

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DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
	CONCORD MEDICAL GROUP, PLLC	242683	A	DR SVC/6-25-23/#0120316011	101.00
		12-565-405		PRISONER MEDICAL/MEDICINE	
	CONSTELLATION NEW ENERGY, INC.	242629	A	JAIL ELECTRICITY TO 6-28	4,820.84
		12-565-440		UTILITIES	
	FERGUSON FACILITIES SUPPLY	242684	A	TOILET PAPER FOR JAIL/#H648108	549.50
		12-565-395		MISCELLANEOUS SUPPLIES	
	GARCIA CLINICAL LABORATORY, INC	242686	A	INAMTE LAB/6-13-23/#15075350	21.37
		12-565-405		PRISONER MEDICAL/MEDICINE	
	LABATT FOOD SERVICE	242693	A	FOOD ORDERS/#07132344,0717773	4,807.94
		12-565-333		FOOD FOR PRISONERS	
	LABATT FOOD SERVICE	242694	A	FOOD ORDS/07061498,0701499,07106973	6,592.14
		12-565-333		FOOD FOR PRISONERS	
	MEDICAL CLINICS OF SEALY	242696	A	NEW EMPL PHYSICAL & DRUG SCREEN	150.00
		12-565-417		REQUIRED TESTING & DRUG TESTING	
	MOBILEXUSA	242697	A	JUNE INMATE XRAYS/CLIENT#9915009	714.00
		12-565-405		PRISONER MEDICAL/MEDICINE	
	SOUTHERN HEALTH PARTNERS, INC	242715	A	AUG 2023 INMATE MEDICAL/BASE47803	10,237.66
		12-565-405		PRISONER MEDICAL/MEDICINE	
	DEPARTMENT TOTAL				38,836.36
0570-SUPERVISION & CORRECTIONS					
	GUADALUPE COUNTY JUVENILE SERVICES	242689	A	JUNE SHORT TERM JUV SVCS/#23-0082	10,000.00
		12-570-433		DETENTION SERVICES	
	DEPARTMENT TOTAL				10,000.00
0580-VETERAN SERVICE OFFICER					
	CARD SERVICE CENTER	242518	R	MAY&JUNE VSO PHONE(M LOWRANCE)	28.00
		12-580-420		COMMUNICATIONS EXPENSE	
	DEPARTMENT TOTAL				28.00
0585-INFORMATION TECHNOLOGY					
	CARD SERVICE CENTER	242548	R	HOTEL FOR CONF (C SCHNEIDER)	423.20
		12-585-427		TRAINING EXPENSES	
	COMDATA	242784	A	JUNE FUEL BILL/CUST#XY863	214.55
		12-585-454		VEHICLE MAINTENANCE	
	D-ZEE'S AUTOMOTIVE	242725	A	TAHOE REPAIRS/RO#0035171	308.74
		12-585-454		VEHICLE MAINTENANCE	
	NETDATA	242658	A	ANNUAL iTICKET/INV#ND-004915	9,895.00
		12-585-452		SOFTWARE/LICENSE SERVICES	
	TIME WARNER CABLE ENTERPRISES LLC	242615	R	TRUNKED VOICE SERVICE	15.76
		12-585-420		COMMUNICATIONS EXPENSE	
	TYLER TECHNOLOGIES, INC	242668	A	FINANCIALS PROJECT MANAGEMENT	5,492.50
		12-585-452		SOFTWARE/LICENSE SERVICES	
	TYLER TECHNOLOGIES, INC	242807	A	FINANCIALS PROJECT MANAGEMENT	65.00
		12-585-452		SOFTWARE/LICENSE SERVICES	
	DEPARTMENT TOTAL				16,414.75
0640-CONTRACT SERVICES					
	LEGACY FUNERAL SERVICES OF TX, LLC	242695	A	BODY REMOVAL ON 6/7/2023	295.00
		12-640-445		AUTOPSIES	
	WHARTON CO JUNIOR COLLEGE	242588	R	3rd QTR PAYMENT AS PER BUDGET	6,220.00
		12-640-439		SENIOR CITIZENS SERVICE	
	DEPARTMENT TOTAL				6,515.00
0645-INDIGENT HEALTH CARE					
	AMAZON CAPITAL SERVICES	242743	A	CORK BOARD/#19D1-JFQV-96TK	66.29
		12-645-310		SUPPLIES/EQUIPMENT UNDER \$500	

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DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
	AMAZON CAPITAL SERVICES	242744	A	OFFICE SUPPLIES/#1J6V-FWLN-Q37F	328.99
		12-645-310		SUPPLIES/EQUIPMENT UNDER \$500	
	COLUMBUS MEDICAL CLINIC	242580	A	IHC DR VISIT/5-30-23/#440790	38.45
		12-645-467		MEDICAL, IHC	
	DEPARTMENT TOTAL				433.73
0665-AGRI EXTENSION SERVICE	COMDATA	242787	A	JUNE FUEL BILL/CUST#XY863	95.05
		12-665-454		REPAIRS TO AGENT PICK-UP	
	JA'SHAE CARTER	242649	A	MILEAGE 6-27 TO 7-13	174.23
		12-665-429		TRAVEL ALLOWANCE	
	LARAMIE KETTLER	242653	A	LODGING & MEALS EXP	431.36
		12-665-429		TRAVEL ALLOWANCE	
	DEPARTMENT TOTAL				700.64
0695-MISCELLANEOUS	BANNER PRESS NEWSPAPER, INC.	242747	A	ENG&SPAN EMERGENCY SVCS ADS	1,332.00
		12-695-431		PUBLISHING & SUBSCRIPTION	
	BAUMGART AGENCY LLC	242569	A	BLANKET BOND RENEWAL JP CLERKS	119.00
		12-695-480		BONDS	
	COLORADO COUNTY CITIZEN	242574	A	PCT2 YARD AD/#11347,11348 & 11349	215.50
		12-695-431		PUBLISHING & SUBSCRIPTION	
	COLORADO COUNTY CITIZEN	242575	A	NOTICE CTY AUCTION AD/#11341&11342	53.00
		12-695-431		PUBLISHING & SUBSCRIPTION	
	COLORADO COUNTY CITIZEN	242576	A	EMERGENCY SVCS AD/#11345&11346	527.26
		12-695-431		PUBLISHING & SUBSCRIPTION	
	COLORADO COUNTY CITIZEN	242577	A	SPANISH EMERG SVCS AD/#11343&11344	527.26
		12-695-431		PUBLISHING & SUBSCRIPTION	
	KM&L, LLC	242692	A	FY22 AUDIT SVCS COMPLETION/#95799	15,000.00
		12-695-401		ACCOUNTING/AUDITING FEES	
	WEIMAR MERCURY	242722	A	PROPERTY FRAUD ALERT ID#26	63.75
		12-695-431		PUBLISHING & SUBSCRIPTION	
	DEPARTMENT TOTAL				17,837.77
	FUND TOTAL				665,645.21

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DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0200-LIABILITY ACCOUNTS					
	PAYROLL FUND	242559	R	TRANSFER TO COVER/7-1 to 7-15 P/R	20,142.77
		21-200-120		PAYROLL TRANSFER CLEARING ACCT	
	DEPARTMENT TOTAL				20,142.77
0621-R&B #1 TOTAL DISBURSEMNTS					
	COLUMBUS BEARING & INDUST	242623	A	PARTS & FILTERS/CUST#201425	121.84
		21-621-355		REPAIR MATERIALS	
	DOUG WESSELS	242586	A	JULY CELL PHONE REIMB	40.00
		21-621-420		COMMUNICATIONS EXPENSE	
	ELLIOTT & WALDRON ABSTRACT CO	242672	R	ERNEST MONEY FOR LAND PURCHASE	500.00
		21-621-486		R&B CONSTRUCTION	
	FSC, INC.	242643	A	SURVEY PLAT FOR SANDY CREEK BRIDGE	4,233.15
		21-621-402		ENGINEERING & SURVEYING	
	GARWOOD LUMBER	242644	A	ROLL BARBED WIRE/INV#17387	79.00
		21-621-355		REPAIR MATERIALS	
	GREG KLOESEL	242587	A	JUNE & JULY CELL PHONE REIMB	40.00
		21-621-420		COMMUNICATIONS EXPENSE	
	HARRY FREUDENBERG	242690	A	JUNE & JULY CELL PHONE REIMB	40.00
		21-621-420		COMMUNICATIONS EXPENSE	
	J & W PARTS	242650	A	PARTS/ACCT#1430	163.61
		21-621-355		REPAIR MATERIALS	
	JOHN DEERE FINANCIAL	242652	A	PARTS/ACCT#01042-62002	848.21
		21-621-355		REPAIR MATERIALS	
	MUSTANG CAT	242657	A	OIL/INV#6309846	271.08
		21-621-330		FUEL & LUBRICANTS	
	PRIHODA GRAVEL CO.	242660	A	PITRUN & PROCESS GRAVEL/INV#14563	408.00
		21-621-350		R&B MATERIALS	
	SAN BERNARD ELECTRIC COOPERATIVE	242603	R	PCT1 ELECTRICITY TO 6-26/#1180600	184.00
		21-621-440		UTILITIES	
	TRI-COUNTY PETROLEUM, INC.	242667	A	DEF & 15.9GL NO ETHANOL GAS	185.79
		21-621-330		FUEL & LUBRICANTS	
	UNIFIRST CORPORATION	242809	A	UNIFORMS/#2680028047,28762,29463	211.11
		21-621-491		UNIFORMS	
	WINDSHIELD EXPRESS	242670	A	REAR TRUCK GLASS/INV#I010677	300.00
		21-621-454		REPAIRS TO EQUIPMENT	
	WYLIE MANUFACTURING CO.	242671	A	SPARY TRUCK MOTOR/INV#650396	220.66
		21-621-355		REPAIR MATERIALS	
	DEPARTMENT TOTAL				7,846.45
	FUND TOTAL				27,989.22

**MINUTES OF THE COLORADO COUNTY
 COMMISSIONER'S COURT REGULAR MEETING
 July 24, 2023**

07/21/2023--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0022 R&B PCT #2 CYCLE: ALL PAGE 18
 TIME:11:32 AM CLAIMS FOR PAYMENT AS OF JULY 21 2023 PREPARER:0009

DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0200-LIABILITY ACCOUNTS					
	PAYROLL FUND	242560	R	TRANSFER TO COVER/7-1 to 7-15 P/R	14,286.33
		22-200-120		PAYROLL TRANSFER CLEARING ACCT	
	DEPARTMENT TOTAL				14,286.33
0622-PCT #2 TOTAL DISBURSEMNTS					
	CARD SERVICE CENTER	242552	R	EXHAUST HOSE (R BRANDT)	1,011.87
		22-622-355		REPAIR MATERIALS	
	CINTAS CORPORATION	242621	A	SHOP SPLS/INV41606016985,4161395721	14.30
		22-622-325		SHOP SUPPLIES	
	CINTAS CORPORATION	242622	A	UNIFORMS/INV41606016985,4161395721	191.36
		22-622-491		UNIFORMS	
	DON'S REPAIR SHOP	242639	A	MISC REPAIRS/#7141,7123,45934,45785	3,101.18
		22-622-454		REPAIRS OF EQUIP/VEHICLES	
	EDWARD J. SEIFERT OIL CO.	242642	A	DEF & GREASE TUBES/INV#67682	92.50
		22-622-330		FUEL & LUBRICANTS	
	M-G FARM SERVICE CENTER	242654	A	SPRAY TRUCK BOLTS/CUST#3310	6.08
		22-622-454		REPAIRS OF EQUIP/VEHICLES	
	M-G FARM SERVICE CENTER	242655	A	WHITE LIME/CUST#3310	449.50
		22-622-350		R&B MATERIALS	
	M-G FARM SERVICE CENTER	242656	A	SHOP SUPPLIES/CUST#3310	30.98
		22-622-325		SHOP SUPPLIES	
	NUECES POWER EQUIPMENT	242659	A	BACKHOE BELT/INV#45071V	101.75
		22-622-454		REPAIRS OF EQUIP/VEHICLES	
	STAVINOKA TIRE PROS LLC	242662	A	BATTERY/INV#111622	183.53
		22-622-354		BATTERIES, TIRES & TUBES	
	SUN COAST RESOURCES, INC.	242663	A	200GLDIES,635GL D DIES,215GL GAS	2,884.93
		22-622-350		R&B MATERIALS	
	DEPARTMENT TOTAL				8,067.98
	FUND TOTAL				22,354.31

**MINUTES OF THE COLORADO COUNTY
COMMISSIONER'S COURT REGULAR MEETING
July 24, 2023**

07/21/2023--FUND/DEPARTMENT/VENDOR INVOICE LISTING --- 0024 R&B PCT #4 CYCLE: ALL PAGE 20
 TIME:11:32 AM CLAIMS FOR PAYMENT AS OF JULY 21 2023 PREPARER:0009

DEPARTMENT	NAME-OF-VENDOR	INVOICE-NO	S	DESCRIPTION-OF-INVOICE	AMOUNT
0200-LIABILITY ACCOUNTS					
	PAYROLL FUND	242563	R	TRANSFER TO COVER/7-1 to 7-15 P/R	19,535.27
		24-200-120		PAYROLL TRANSFER CLEARING ACCT	
	DEPARTMENT TOTAL				19,535.27
0624-PCT #4 TOTAL DISBURSEMNTS					
	CAPITAL ONE	242675	A	2 TIRES/TR#01714	234.00
		24-624-354		BATTERIES, TIRES & TUBES	
	CAPITAL ONE TRADE CREDIT	242618	A	GLOVES/ACCT#142550	51.86
		24-624-325		SHOP SUPPLIES	
	CAPITAL ONE TRADE CREDIT	242619	A	COUPLERS/ACCT#142550	9.98
		24-624-355		REPAIR MATERIALS	
	CAPITAL ONE TRADE CREDIT	242620	A	UTILITY BLADES/ACCT#142550	17.99
		24-624-356		HAND TOOLS & EQUIPMENT	
	CARD SERVICE CENTER	242549	R	DEF (D GERTSON)	299.88
		24-624-330		FUEL & LUBRICANTS	
	CARD SERVICE CENTER	242550	R	CONCRETE MIX (D GERTSON)	161.82
		24-624-350		R&B MATERIALS	
	CARD SERVICE CENTER	242551	R	SEAL KITS&COUPLER (D GERTSON)	93.99
		24-624-355		REPAIR MATERIALS	
	DARRELL GERTSON	242637	A	JUNE 29-JULY 17 MILEAGE	480.77
		24-624-429		TRAVEL EXPENSE	
	DON HART'S RADIATOR SVC CENTER INC	242638	A	REPAIR/INV#202399	295.54
		24-624-454		REPAIRS OF EQUIP/VEHICLES	
	JOHN DEERE FINANCIAL	242651	A	FILLER CAP/INV#1637958	22.63
		24-624-355		REPAIR MATERIALS	
	O'REILLY AUTO PARTS	242700	A	BRAKE FLUID/CUST#427253	29.99
		24-624-325		SHOP SUPPLIES	
	O'REILLY AUTO PARTS	242701	A	HITEMP GREASE/CUST#427253	89.90
		24-624-330		FUEL & LUBRICANTS	
	O'REILLY AUTO PARTS	242702	A	TIRE SUPPLIES/CUST#427253	3.35
		24-624-354		BATTERIES, TIRES & TUBES	
	O'REILLY AUTO PARTS	242703	A	REPAIR PARTS/CUST#427253	20.56
		24-624-355		REPAIR MATERIALS	
	SAM'S CLUB/SYNCHRONY BANK	242661	A	GLOVES, TOWELS, DRUM LINERS	169.20
		24-624-325		SHOP SUPPLIES	
	SUN COAST RESOURCES, INC.	242664	A	1401GL DIES, 1505 D DIES, 302GL GAS	8,917.68
		24-624-330		FUEL & LUBRICANTS	
	TRACTOR SUPPLY CREDIT PLAN	242665	A	BULK FASTNERS	21.31
		24-624-325		SHOP SUPPLIES	
	UNIFIRST CORPORATION	242669	A	UNIFORMS/INV26800028570, 26800029244	184.34
		24-624-491		UNIFORMS	
	VICBAT, INC.	242648	A	BATTERIES/CUST#947	663.75
		24-624-354		BATTERIES, TIRES & TUBES	
	WHARTON TRACTOR COMPANY	242723	A	DOOR GLASS & SEAL/INV#44373W	561.25
		24-624-355		REPAIR MATERIALS	
	DEPARTMENT TOTAL				12,329.79
	FUND TOTAL				31,865.06

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

July 24, 2023

- _19. 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)

Michael Furrh announced that the EMS department has started an air conditioner and fan drive. Any received donations will be distributed according to need. If there are additional donations, they will be given to God's Corner Store. Please drop off any donations to any Colorado County EMS Station.

Chuck Rogers announced a small amount of rain was received yesterday.

Commissioner Gertson announced that some residents received rain, and some did not. We are still in need of rain.

Commissioner Brandt announced that his precinct is currently working on County Road 209.

- _20. 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.

- _21. Adjourn.

Motion by Judge Prause to adjourn at 12:39 P.M.; seconded by Commissioner Brandt; 5 ayes 0 nays; motion carried; it was so ordered.

An audio recording of this meeting of July 24, 2023 is available in the County Clerk's Office.

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

July 24, 2023

Minutes were taken and prepared by Kimberly Menke, County Clerk on the 24th day of July 2023 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 July 2023.

Given under my hand and official seal of office this date July 24, 2023.

